

**PALM BEACH INTERNATIONAL AIRPORT  
PALM BEACH COUNTY, FLORIDA**

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**Palm Beach County  
Department of Airports**

Laura Beebe, Director of Airports

Gary M. Sypek, Sr. Deputy Director of Airports

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## **DOA 26-7**

### **REQUEST FOR PROPOSALS**

**FOR**

### **Airport Environmental Compliance Consultant Services**

**AT**

**PALM BEACH INTERNATIONAL AIRPORT, NORTH PALM BEACH COUNTY GENERAL  
AVIATION AIRPORT, PALM BEACH COUNTY PARK AIRPORT & PALM BEACH  
COUNTY GLADES AIRPORT**

**PALM BEACH COUNTY  
WEST PALM BEACH, FLORIDA**

"An Equal Opportunity Employer"

Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406-1470  
(561) 471-7400  
Fax: (561) 471-7427



*Palm Beach*  
INTERNATIONAL AIRPORT

June 2026

**REQUEST FOR PROPOSAL  
DOA 26-7 RFP AIRPORT ENVIRONMENTAL COMPLIANCE CONSULTANT  
SERVICES  
TABLE OF CONTENTS**

- I. GENERAL**
- II. SCOPE OF WORK**
- III. CRITERIA FOR SHORTLISTING AND FINAL SELECTION OF FIRMS**
- IV. PALM BEACH COUNTY SMALL BUSINESS DEVELOPMENT AND  
DISADVANTAGED BUSINESS ENTERPRISE PROGRAMS**
- V. TERMS AND CONDITIONS**
- VI. PROPOSAL SUBMISSION REQUIREMENTS**
- VII. AWARD OF CONTRACT**
- VIII. LOBBYING**

**ATTACHMENTS**

- Attachment A – Affirmative Procurement Initiatives
- Attachment B – Proposal Certification Form
- Attachment C – Consultant Responsibility Disclosure Form
- Attachment D – Conflict of Interest Disclosure Form
- Attachment E – Small Business Development Schedules 1 and 2
- Attachment F – Required Federal Certifications
- Attachment G – Certifications and DBE Schedules
- Attachment H – Sample Contract
- Attachment I – PPM #CW-O-048
- Attachment J – Additional Federal and State Contract Provisions

## **I. GENERAL**

Palm Beach County Department of Airports (DOA) is requesting proposals for the purpose of selecting a Consultant(s) to provide Environmental Compliance Services under a Continuing Contract. The Consultant(s) will provide, on an as-needed basis, professional environmental compliance support services. All services required will be scoped by individual Consultant Service Authorizations (CSAs) issued by DOA. The selected Consultant(s) will be an external source of environmental compliance expertise and assistance to the DOA which is responsible for environmental compliance at all four (4) Palm Beach County owned and operated airports – Palm Beach International (PBI), Palm Beach County Park (LNA), North Palm Beach County General Aviation (F45) and Palm Beach County Glades (PHK).

Professional consulting services must support long-term master planning, strategic planning, environmental planning, sustainability, as well as analysis and definition of near-term strategies which align with the long-term vision. The Consultant(s) will be required to work with other consultants and contractors of DOA and may also be required to coordinate with tenants and local, state, and federal agencies or other project stakeholders on behalf of DOA.

It is anticipated that up to three (3) firms will be selected for a contract term of two (2) years with an option of three (3) one (1) year contract renewals at the County's discretion.

**Non-Mandatory Pre-Proposal Conference.** Proposers are invited to attend a non-mandatory pre-proposal conference to be held on **July 1, at 10:30A.M.** at 846 Palm Beach International Airport West Palm Beach, FL 33406. Attendance at this pre-proposal conference is recommended and encouraged.

To request a virtual participation option for the meeting please send an e-mail to [rfi@pbia.org](mailto:rfi@pbia.org). Include the words "PB 26-7 RFP Airport Environmental Compliance" in the subject line.

## **II. SCOPE OF WORK**

The Department of Airports (DOA) desires environmental consulting services on an on-call basis in order to conduct their business of operating and expanding their four airports in Palm Beach County, Florida. The consultant will provide an external source of environmental expertise and assist DOA to ensure that all activities are conducted in accordance with federal, state, and local regulations that are designed to minimize environmental impacts. A firm must submit a SOQ that lists the impact categories in which the firm desires consideration with relevant qualifications that prove competency in those areas. The environmental impact categories include air, water, and waste as applicable to operations at DOA airports and defined below. Consultant(s) are not required to submit qualifications for or to prove competency in all categories, only those intending to be selected for.

### Impact Categories

1. Air

Pertaining to air pollutants for which certain levels of exposure have been determined to injure health, harm the environment, and cause property damage.

2. Water

Pertaining to the quality and management of water resources including jurisdictional waters and/or stormwater.

3. Waste

Pertaining to pollution prevention and solid and hazardous waste management.

4. Wildlife

Pertaining to wildlife present on and in the vicinity of airports and mitigation.

The scope of work includes, but is not limited to, the following tasks to be assigned under each environmental category mentioned above. Exact tasks may vary from the list below, however, tasks shall fall within general activities required to comply with applicable regulations of the category.

1. Audits/Inspections

Perform periodic audits of DOA compliance, including assessments of tenant activities. Perform inspections of DOA facilities to maintain compliance with laws and regulations.

2. Assessments

Perform environmental assessments of contaminated media and/or industrial, operational, and acquisition and disposal practices, and submit suitable reports with recommendations for such actions that are necessary and/or appropriate. Conduct delineations.

3. Testing

Monitor, sample, analyze, and document any spill, leak, release, or condition caused by hazardous waste, material, regulated substance, or unknown substance.

4. Permitting

Complete applications and other materials as necessary to obtain required permits and coordinate with agencies through the permitting process.

5. Planning, Remediation Design

Design actions to remediate environmental contamination of any media affected at DOA facilities in an emergency response situation or long-term strategy.

6. Reporting

Prepare documentation of findings during audits, inspections, assessments, etc. with recommendations in accordance with local, state, and federal requirements. Prepare summary reports and/or presentations and graphics relative to tasks as needed.

7. Training

Provide training to DOA staff and/or tenants

8. Extension of Staff

Provide assistance, in an extension-of-staff capacity, in the subject areas above

The DOA may adjust the scope and activities of the project to accommodate budgetary and other

constraints. The services shall be non-exclusive, allowing DOA to use other consultants at its sole discretion. The DOA reserves the right at any time to advertise and conduct a qualifications-based selection process for additional and other environmental compliance services. No minimum amount of professional services or compensation is guaranteed to the selected consultant(s).

The DOA will select a Consultant(s) based upon in-house qualifications and ability to respond quickly. Consultant(s) selected for Environmental Compliance Services under the Continuing Contract will not be precluded from submitting for the selection of professional services for other projects unless prior work creates a conflict of interest.

A Firm's Proposal on file in response to this RFP for Environmental Compliance Services under Continuing Contract will not be utilized or considered as responsive for any subsequent and separate request for qualifications for the selection of professional environmental compliance services on another project or matter.

### **III. CRITERIA FOR SHORTLISTING AND FINAL SELECTION OF FIRMS**

The County will make final selection from the list of qualified applications pursuant to current County Policy & Procedure Manual (PPM) #CW-O-048, for the selection process. Refer to Attachment I.

**A. Responsiveness Review.** DOA staff will review each proposal to determine if the proposal is responsive to the RFP. Proposals determined to be non-responsive will be rejected without being evaluated by the Selection Committee(s). 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. 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 a proposal. Proposers who fail to comply with all of the required and/or desired elements of this RFP, do so at their own risk.

During the responsiveness review, County staff will also calculate the points allocable to responsive firms for volume of previous work for consideration by the selection committees.

**B. Short List Committee.** A Short List Committee will review and evaluate a firm's proposal based upon the criteria set out below. The Committee will short list two more firms than the number to be selected based on their qualifications. For short listed firms, the points allocated to a firm for volume of previous work will roll over to Final Selection.

**C. Final Selection Committee.** The short listed firms will make presentations to and be interviewed by a Final Selection Committee. The final selection committee will evaluate a firm's proposal and presentation based on the criteria set forth below.

**D. Scoring.** Each criteria will be scored and when the scores awarded for all criteria are totaled, the scores will be tabulated and added to achieve the total points awarded to each firm. Using the total points awarded to each firm, each firm will be ranked with the highest point total ranked 1, the next highest point total ranked 2, etc. The ranking of each firm will be tabulated from each committee member and combined with other committee members to determine the total score for the firm.

**E. Evaluation Criteria.** Proposals that are determined to be responsive to this RFP, will be evaluated by the County’s selection committees based on the following criteria:

CRITERIA	POINT VALUE	
	FINAL SELECTION	SHORT-LIST
<p><b>1. Ability, knowledge of design criteria and past performance of firm and the designated project team to satisfy the requirements of the project.</b>  <b>Areas of Consideration in the Evaluation:</b>  Professional qualifications of proposed project team to perform subject work; Demonstrated knowledge of design criteria for similar projects; Demonstrated past performance of the firm and project team in completing similar projects.</p>	35	50
<p><b>2. Approach to the project, understanding of the project and quality of the presentation/written response, including meeting time requirements.</b>  <b>Areas of consideration in the evaluation:</b>  Demonstrated understanding of the project and County’s goals and objectives; Demonstrated innovation in project approach; Demonstrated ideas for cost-effectiveness; Quality and clarity of presentation/written response to the public announcement; Demonstrated ability to meet schedule requirements.</p>	35	20
<p><b>3. Volume of previous work awarded by the County over the past 4 years</b>  (The firm with the most work receives the lowest score)</p>	10	10

**E. Team Member Changes.** Proposers shall not add or delete team members or adjust team participation after the proposal due date.

**F. Subcontracting.** A team of subconsultants should not be presented in the Proposal due to the unknown specific scope of work to be assigned through each CSA. Subconsultants will be identified during CSA development.

**IV. PALM BEACH COUNTY SMALL BUSINESS DEVELOPMENT AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAMS**

The contract to be awarded under this RFP will be funded in whole or in part with federal, state and/or local funds. A Disadvantaged Business Enterprise participation goal (“DBE Goal”) will be set for each CSA assigned under the Continuing Contract that is eligible for federal or state funding. A Small Business Enterprise participation goal (“SBE Goal”) has been set for the total dollar value of CSAs assigned under the Continuing Contract that are ineligible for federal or state funding. The type of goal is dependent on funding source eligibility of the Services that are assigned to the selected Consultant. This requirement will be made part of the selected Consultant’s Continuing Contract. By submitting a proposal under this RFP, Consultant certifies, represents, and warrants that it will comply with the requirements of both programs as applicable.

**A. SMALL BUSINESS DEVELOPMENT**

**1. Policy.** It is the policy of the Board of County Commissioners of Palm Beach County, Florida (the Board) that all segments of its business population including, but not limited to,

small, local owned businesses have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board adopted a Small Business Development (SBD) Ordinance which is codified in sections 2-80.20 through 2-80.28 (as may be amended) of the Palm Beach County Code. The SBD Ordinance sets forth the County's requirements for the SBD Program, and is incorporated herein and made part of this solicitation. Non-compliance with the SBD Ordinance must be corrected within thirty (30) calendar days of notice of non-compliance. Failure to comply with the SBD Ordinance may result in any of the following penalties:

- Suspension of the Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to SBD Program compliance;
- Suspension or debarment of Consultant from providing goods or services to the County for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of small business enterprise (SBE) participation as committed to in the Contract, and the dollar value of SBE participation as actually achieved.

**2. Affirmative Procurement Initiatives (APIs).** The APIs approved for this solicitation, including any applicable SBE goals, are set out on Attachment A to this RFP which is incorporated herein by reference. Any proposal that fails to comply with the API requirements stated in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive.

**3. Proposal Submission Documentation.** In order to be deemed responsive to this solicitation, all Proposers are required to submit with their proposal SBD Schedules 1 and 2 in Attachment E. Although no subconsultants will be proposed, the Proposer must list anticipated roles, disciplines or service categories on Schedule 2 for which SBE certified subconsultants may be used. The Proposer must also indicate anticipated SBE utilization, in a percentage, for the portions of the Contract that will be local-only funded. Failure to meet committed SBE participation may result in compliance actions or penalties as identified in Section A.1.

## **B. DISADVANTAGED BUSINESS ENTERPRISE**

**1. Policy.** The requirements of 49 CFR Part 26, as amended, regulations of the U.S. Department of Transportation ("DOT"), apply to this Contract. It is the policy of Palm Beach County (County) as the Owner, to practice nondiscrimination based on race, color, sex or national origin in the award and/or performance of this Contract. The DOA encourages participation by all firms qualifying under this solicitation regardless of business size or ownership. All DBEs and Small Business Concerns qualifying under this solicitation are encouraged to submit proposals. Award of the contract will be conditioned upon satisfying the requirements of this proposal specification. These requirements apply to all firms, including those who qualify as DBEs and Small Business Concerns.

**2. Goal.** No DBE goal has been established for this solicitation. This solicitation is subject to the provisions of the Interim Final Rule, Docket No. DOT-OST-2025-0897, issued by the

United States Department of Transportation (USDOT), amending the Disadvantaged Business Enterprise (DBE) Program effective October 3, 2025 (“IFR”). Consultants should note that DBE firms are subject to recertification by the Unified Certification Program for the State of Florida as required by the IFR. Palm Beach County encourages participation by all firms qualifying under this solicitation, regardless of business size or ownership, including Small Business Concerns as defined in 49 CFR §26.5. This solicitation and any resulting contract(s) will be subject to future amendments to the DBE Program to remain eligible for federal funding.

**3. Proposal Submission Documentation.** In order to be deemed responsive to this solicitation, all Proposers are required to submit with their proposal the DBE Schedule 6A.

## **V. TERMS AND CONDITIONS**

**A. Costs of Preparation; Ownership of Documents.** Costs of preparation of a response to this RFP are solely those of the Respondent and the County assumes no responsibility for any such costs incurred by the Respondent. All responses shall become the property of Palm Beach County.

**B. Due Diligence of Proposer; Non-responsive Proposals.** Due care and diligence has been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services rests solely with those making responses. Failure of any Respondent to comply with this RFP may render the proposal non-responsive and ineligible from further consideration.

**C. Rejection of Responses/Waiver of Irregularities.** Palm Beach County reserves the right to reject any or all responses to the Request for Proposal; to waive any or all informalities and/or irregularities; to re-advertise with either an identical or revised scope, or to cancel the solicitation in its entirety.

**D. Clarification of Responses.** A response to this RFP does not constitute a bid, therefore Palm Beach County retains the right to contact any/all proposers after submittal in order to obtain supplemental information and/or clarification in either oral or written form.

**E. Design Consultant Certification.** Any firm or individual desiring to provide design professional services to Palm Beach County (including subconsultants) must first be certified by or applied to the County as qualified pursuant to law and the most recent administrative procedures for awarding of design consulting contracts adopted by Palm Beach County prior to the date of the submittal. Information regarding the design consultant certification process may be obtained from Holly Knight, at (561) 684-4150, HKnight@pbc.gov or at:  
<http://discover.pbcgov.org/engineering/roadwayproduction/Pages/CCNA.aspx>

**F. County Standard Contract Required.** The selected consultant will be required to execute the County’s standard consulting contract for Design Professional Services. This document may be examined at the Department of Airports offices.

**G. Insurance Required.** (Applies to Prime and subconsultants)

- **Commercial General Liability.** The selected consultant shall maintain Commercial General Liability at a limit of liability not less than \$5,000,000 Each Occurrence / aggregate.

- Business Automobile Liability The selected consultant shall maintain Business Automobile Liability at a limit of liability not less than \$5,000,000 Each Accident for all owned, non-owned and hired automobiles.
- Worker’s Compensation Insurance & Employers Liability. The selected consultant(s) shall maintain Worker’s Compensation & Employers Liability in accordance with Florida Statute Chapter 440 consultant shall provide this coverage on a primary basis.
- Professional Liability. The selected consultant shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$5,000,000 Each Claim /aggregate.

**H. Inspector General.** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421–2-440, as may be amended. The Inspector General’s authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All consultants and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to this RFP or any resulting contract.

**I. Public Entities Crimes/Convicted Bidder List.** As provided in Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a proposal or entering into any resulting contract or performing any work in furtherance thereof, the consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform under any resulting contract have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

**J. 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, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

**K. VSS Registration Required.** Proposer must register in the County’s Vendor Self Service (“VSS”) at <https://pbcvssp.pbc.gov/vssprd/Advantage4>. If Proposer intends to use subconsultants, Proposer must also ensure that all subconsultants are registered as vendors in VSS. All subconsultant agreements must include a contractual provision requiring that the subconsultant register in VSS. County will not finalize a contract award until a consultant has certified that the consultant and all of its subconsultants are registered in VSS.

**L. Federal Fair Labor Standards Act (Federal Minimum Wage).** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**M. 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.

**N. 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 thereof, 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.

**O. Additional Federal and State Contract Provisions.** See Attachment J for additional terms and conditions that will apply to CSAs funded with federal or state funds.

**P. 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 Contract 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 Contract. 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 Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

## **VI. PROPOSAL SUBMISSION REQUIREMENTS**

**A. Questions.** Questions concerning this RFP are to be directed to [rfi@pbia.org](mailto:rfi@pbia.org). Include the words “DOA 26-7 RFP Airport Environmental Compliance Consultant Services” in the subject line of any e-mail regarding this project. **Questions are to be submitted no later than July 13, 2026 at 3:00PM**

**B. Supplements to RFP.** No oral interpretation of this RFP shall be considered binding. The County will be bound by information and statements only when such statements are written and executed under the authority of the Department of Airports. Any interpretation, clarification, correction, or change to this RFP will be made only by Supplement. As they are issued, all Supplements to this RFP will be posted under the applicable solicitation on the County’s on-line Vendor Self-Service (VSS) system at <https://pbcvssp.pbc.gov/vssprd/Advantage4>. Interpretations, corrections or changes made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections or changes. It is the sole responsibility of the proposer to routinely check VSS for any Supplements 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.

**C. Proposal Submission.** Consultants interested in this project are required to furnish one (1) original and six (6) copies for a total of seven (7) of their proposal and a copy on electronic media to the following by **3:00 P.M. on July 22, 2026:**

Brittany Summerlot  
Director of Planning  
Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470

**D. Required Proposal Contents.** The following should be included with the proposal:

1. Letter of Interest/Program Approach/Executive Summary (5 page maximum).
2. Proposal Certification Form (Attachment B).
3. Organizational Chart and Description of Personnel – Illustrate the program approach covered in Section 1, showing the function and duties of team members, including a brief description of key personnel and their assigned roles, as well as their past experience with similar projects. (5 page maximum).
4. Provide current Standard Form 330 to include those personnel within the prime consultant firm or sub-consultants, who have similar experience. (Length, as required)

5. Five (5) verifiable references for work of a similar nature completed in the last ten (10) years. This can be accomplished in the Standard Form 330
6. Consultant Responsibility Form (Attachment C)
7. Conflict of Interest Disclosure Form for each member of the team (Attachment D)
8. Completed OSBD Schedule 1 and Schedule 2 (Attachment E)
9. Required Federal Certifications (Attachment F)
10. DBE Schedule 6A (Attachment G)
11. Other information that may be appropriate

Proposer can request fillable pdfs or Word versions of many of these required forms by emailing [rfi@pbia.org](mailto:rfi@pbia.org). Include the words “**DOA 26-7 RFP Airport Environmental Compliance Consultant Services**” in the subject line of the e-mail.

## **VII. AWARD OF CONTRACT**

**A. Notification of Recommended Award.** Proposers will be notified of the recommended award and the Notification will be posted for 5 business days at the location where proposals are received.

### **B. Right of Appeal/Protest.**

1. **Responsiveness Review and/or Short-List Committee Results.** Any Proposer may appeal/protest the responsiveness review and/or short-list results by submitting a written protest to the Director of Airports within five (5) business days after receiving notice from the Department of the results of the responsiveness review and/or Short List Committee evaluation. Protests must be submitted in writing, must identify the protestor and the solicitation, must describe the grounds for the protest, and must be addressed to the Director of Airports, via hand delivery or mail to 846 Palm Beach International Airport, West Palm Beach, FL 33406- 1470 email to [lbeebe@pbia.org](mailto:lbeebe@pbia.org). A protest is considered filed when it is received by the Director, Airports. Failure to file a protest within five (5) business days of receipt of the Department’s notice of the results of the responsiveness review and/or Short List Committee evaluation shall constitute a waiver of the Proposer’s right to protest.
2. **Final Selection Committee.** Any Proposer may appeal/protest a final selection by submitting a written protest to the Director of Airports within five (5) business days after the posting of the Notice of Intent to Award by the Department. Protests must be submitted in writing, must identify the protestor and the solicitation, must describe the grounds for the protest, and must be addressed to the Director of Airports, via hand delivery or mail to 846 Palm Beach International Airport, West Palm Beach, FL 33406-1470 email to [lbeebe@pbia.org](mailto:lbeebe@pbia.org). A protest is considered filed when it is received by the Director, Airports. Failure to file a protest within five (5) business days of the posting of the Notice of Intent to Award shall constitute a waiver of the Proposer’s right to protest.

**C. Debriefings.** After the Notification of Recommended Award has been posted, any unsuccessful Proposer may request a debriefing from the Deputy Director of Planning and Development, Department of Airports by calling the Department of Airports at 561-471-7423. The debriefing may include discussion of scoring and identification of areas where the Proposer’s response or

presentation was not competitive, responsive or lacked clarity; so that the Proposer may improve its responses to future solicitations. The audio recordings from the Final Selection Committee meeting are public records and can be made available upon request.

**D. Negotiations.** The Owner will conduct negotiations with the highest ranked Respondent(s). However, if an agreement is not reached with the top ranked Respondent(s), negotiations will be terminated and the Owner will move to the next highest ranked Respondent to attempt to reach agreement.

**E. Disclosure of Ownership Interests.** Pursuant to a directive by the Board of County Commissioners, the recommended awardees must submit a Disclosure of Ownership Interest Affidavit (DOIA). 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. Prior to contract award, the recommended awardees will be required to submit a completed DOIA. If a 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. A copy of the DOIA is available upon request.

**F. Cancellation of Recommended Award.** The County reserves the right to cancel the recommended award of any Contract at any time before the execution of said Contract by all parties without any liability against the County. The Proposer, by submitting its Proposal, expressly waives any claim to damages, of any kind whatsoever, in the event the County exercises its rights provided for in this subsection.

## **VIII. LOBBYING**

Proposers are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a proposer or anyone representing the proposer from communicating with any Commissioner or Commissioner's staff 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 ("Board"), or a County Department authorized to act on behalf of the Board, awards or approves a contract, rejects all proposals, or otherwise takes action which ends the solicitation process.

The exceptions to the "Cone of Silence" specifically include contract negotiations during any public meeting; contract negotiations between any County Employee and the intended awardee; public presentations made to the Board; or any written correspondence at any time with any Employee, County Commissioners, or Advisory Board Member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

Violations of this section of the Ordinance are punishable by a fine of \$250.00 per violation.

## ATTACHMENT A

### AFFIRMATIVE PROCUREMENT INITIATIVES (“API”s) FOR CCNA PROFESSIONAL SERVICES CONTRACTS

The API(s) approved for this project are selected below by .

**Evaluation Preference for New SBE Prime Respondents**

\_\_\_\_\_ points (Up to 15 percent of total evaluation points) have been allocated for **NEW SBE Prime respondents** for this Contract.

Up to 15 percent (15%) of the total number of evaluation points allocated for selection of a professional services firm by the County shall be reserved for SBE prime respondents that have only received their first contract award with the County within the past year, or have not yet received a cumulative total of \$1,000,000 or more in payments from the County for professional services rendered (whichever period of time is longer). The new SBE prime respondent must perform the majority of the associated work under the contract, and the majority of the work must be performed by personnel from the new SBE respondent’s County office. Failure to meet either requirement shall result in 0 evaluation points. Points shall be allocated at a rate of 0.15 points for each 1% of the contract work committed and performed locally by the new SBE prime respondent. Example: a new SBE prime respondent performing 10% of the work within the County shall receive 1.5 points, 50% shall receive 7.5 points, and 100% shall receive the maximum of 15 points.

**SBE Reserve for Contracts Less than \$10,000**

**This Contract procurement is limited to certified SBE Professional Services firms.**

Small professional services contracts valued at less than \$10,000 shall be reserved exclusively for competition among SBE professional services firms.

**SBE Reserve for Contracts less than \$150,000, (non-CCNA) SBE Quotations Required**

**The Originating Department shall affirmatively solicit at least 2 to 3 quotations or proposals from SBE firms prior to award.**

For non-CCNA professional services contracts valued less than \$150,000, the County shall require at least two to three quotations or proposals be solicited from SBE professional services firms before the County may make an award.

**SBE Evaluation Preference for SBE Prime Respondents - Option 1**

\_\_\_\_\_ Points (up to 15% of the total evaluation points) are available to SBE prime respondents

An SBE evaluation preference of up to 15 percent (15%) of the total number of available evaluation points for scoring of proposals shall be reserved for SBE prime respondents on County professional services contracts, valued at less than \$500,000. The SBE prime respondent must perform the majority of the associated work under the contract, and the majority of the work must be performed by personnel from the SBE respondent’s County location. Failure to meet either requirement shall result in 0 evaluation points. Points shall be allocated at a rate of 0.15 points for each 1% of the contract work committed and performed locally by the SBE prime respondent. Example: a respondent performing 10% of the work within the County shall receive 1.5 points, 50% shall receive 7.5 points, and 100% shall receive the maximum of 15 points.

**SBE Evaluation Preference for SBE Participation – Option 2**

\_\_\_\_\_ (0 to 15%) total evaluation points shall be awarded based on the level of SBE dollar participation committed to on the prime respondent team.

Evaluation preference points shall be awarded on a sliding scale from zero up to 15 percent (15%) of the total available evaluation points for scoring of proposals to those firms responding to professional services solicitations valued at \$500,000 or greater. The sliding scale shall be based upon the relative level of SBE dollar participation that has been committed to on the prime respondent/bidder's team (e.g., zero SBE participation on a prime respondent/bidder's team shall yield zero evaluation= 0 points, 50% of highest SBE participation = 7.5 points; highest participation = 15 points).whereas the maximum SBE participation among all prime bidders, at the prime contract and subcontract levels combined, shall yield award of fifteen evaluation preference points out of 100; and a prime respondent/bidder's team that achieves only half as many dollars in SBE participation as the firm with the greatest SBE dollar participation at the prime contract and subcontract levels combined shall be awarded 7.5 evaluation points out of 100. 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 by the sum of: 1) the percentage of contract work performed by personnel from the SBE prime respondent's County location and 2) the percentage of contract work performed by SBEs.

**SBE Subcontracting Goals for Professional Services**

A minimum mandatory goal of 15% of the total estimated dollar value of local-only funded CSAs under the Contract shall be subcontracted to SBEs, however the SBD Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms.

**ATTACHMENT B**  
**PROPOSAL CERTIFICATION FORM**  
**DESIGN PROFESSIONAL SERVICES FOR**  
**AIRPORTS GENERAL CONSULTANT SERVICES DOA 26-7**  
**(Proposer must complete, sign and return with proposal)**

I hereby certify that I am submitting my company's proposal and understand that by virtue of executing and returning with this proposal this Proposal Certification Form, I certify that all information is correct and I understand the contents and accept the conditions of the Request for Proposal and this Proposal Certification Form.

**Acknowledgment of Supplements:**

Proposer has checked the County's on-line Vendor Self-Service (VSS) system at <https://pbcvssp.pbc.gov/vssprd/Advantage4> for any Supplements to this RFP that may have been issued prior to the deadline for receipt of proposals and understands all supplements issued by the County.

The Proposer acknowledges receipt of supplement(s) as follows:

Supplement # \_\_\_ dated \_\_\_\_\_ Supplement # \_\_\_ dated \_\_\_

**SBE Participation.** Proposer has committed to the following:

\_\_\_% *SBE participation*

as set forth on the SBD Schedule 1 and Schedule 2 completed and submitted by Proposer. Proposer shall comply with said goal(s) if awarded the Contract which shall be deemed material terms of any resulting contract.

**Commercial Non-Discrimination Certification:**

The undersigned Proposer hereby certifies and agrees that the following information is correct: In preparing its response on this Solicitation, the Proposer has considered all proposals submitted from qualified, potential subconsultants/subcontractors and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution R2025-0748 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any subconsultant/subcontractor, vendor, supplier or commercial customer on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the subconsultant/subcontractor's, 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. As part of its proposal, the Proposer shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Proposer discriminated against its subconsultants/subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a proposal to the County, the Proposer agrees to comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748 as amended.

PROPOSER (firm name): \_\_\_\_\_

PRINT NAME OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**ATTACHMENT C**

**CONSULTANT RESPONSIBILITY DISCLOSURE FORM**

BEFORE COMPLETING THIS FORM, READ  
EACH QUESTION CAREFULLY AND ANSWER COMPLETELY  
**(This disclosure must be completed, signed and returned with proposal)**

<b>CONSULTANT RESPONSIBILITY DISCLOSURE</b>	
Entity Name: _____	
Entity Address: _____	
City _____	State _____ Zip _____ - _____
Phone Number (____) _____ - _____	Contact Name: _____ Title _____
E-MAIL: _____	
Entity Classification: Corporation _____, Partnership _____ Sole Proprietorship _____, Other _____ (please explain)	
(If Corporation, State where incorporated _____, Date of Incorporation ____/____/____) _____	
All applicants answer this:	
1. How many years has your organization been operating under your present business name? _____	
2. List all previous business names of your organization: _____	
3. How many years' experience has your organization had as a: Design Consultant _____	
4. Enter your Federal Employer Identification Number (FEIN): _____ Dunn & Bradstreet Number (D&B): _____	

The term "affiliate" means a predecessor or successor of a firm under the same, or substantially the same, control or a group of business entities which are connected or associated so that one entity controls or has the power to control each of the other business entities. The term "affiliate" includes the officers, directors, and shareholders active in management. The ownership by one business entity of a controlling interest in another business entity or a pooling of income among business entities is evidence that one business entity is an affiliate of another.

**PLEASE COMPLETE QUESTIONS 5 and 6 USING THE ABOVE DEFINITION OF "AFFILIATE".**

5. Has the firm, an affiliate, an officer, a director, an agent, an employee or a member of your firm, or that of an affiliate, ever been indicted, had criminal information filed against it, pled guilty, pled no contest, or been convicted of any act prohibited by state or federal criminal law which involves fraud, bribery, collusion, conspiracy, violation of state or federal antitrust laws, or material misrepresentation committed in any federal or state jurisdiction with respect to any public contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail \_\_\_\_\_

6. Please state whether your firm or any of your affiliates are presently or have ever been barred or suspended from bidding, proposing or contracting on any public contract(s)?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail \_\_\_\_\_

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7. Within the past 10 years, has your firm failed to successfully complete any work awarded to you?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail \_\_\_\_\_

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8. Has your firm or any of its owners, officers and directors ever filed for protection of the bankruptcy court, have pending any petition in bankruptcy court or made an assignment for the benefit of creditors?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail \_\_\_\_\_

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9. Total number of full time, regular employees in your company: \_\_\_\_\_ If this number has changed in the past 2 years, please explain \_\_\_\_\_

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10. Consultant hereby represents and warrants that, if selected, the firm has sufficient staff and financial resources to complete the projects assigned under the contract.

**Remainder of this page left blank intentionally**

**CERTIFICATION**

I, the undersigned authority, hereby certify that the information submitted herewith, including any attachment hereto, is true and accurate to the best of my knowledge and belief under perjury of law.

**By:**

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence OR \_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did not take an oath.

\_\_\_\_\_  
Notary Public

**ATTACHMENT D**  
**CONFLICT OF INTEREST DISCLOSURE FORM**  
**(Must be completed by Proposer and any subconsultants and returned with proposal)**

**PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM**

CONSULTANT/SUBCONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

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(Attach additional sheets as needed.)

CONSULTANT/SUBCONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/SUBCONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT/SUBCONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT/SUBCONSULTANT 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 an unacceptable conflict of interest if entered into by the CONSULTANT/SUBCONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT/SUBCONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT/SUBCONSULTANT shall not enter into said association, interest or circumstance.

This DISCLOSURE is submitted by (Name of Individual:) \_\_\_\_\_, as  
(Title/Position:) \_\_\_\_\_ of (Name of Firm:) \_\_\_\_\_  
who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT E**

**SBD SCHEDULE 1**

**SBD SCHEDULE 2**



**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 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant**

\_\_\_\_\_  
Print Name of Prime

\_\_\_\_\_  
Print Name of Subcontractor/subconsultant

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

**ATTACHMENT F**

**REQUIRED FEDERAL CERTIFICATIONS**

**Proposer must sign the Certification Regarding Debarment (F-1) and the Certification Regarding Lobbying (F-2) and return with proposal**

**F-1**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND  
VOLUNTARY EXCLUSION-LOWER TIER PARTICIPANT**

The Consultant certifies that:

- (a) This Contract is a covered transaction for purposes of 2 CFR, Part 180. As such, the Consultant is required to verify that none of the Consultant, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
- (b) The Consultant must comply with 2 CFR Part 180, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (c) This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 CFR Part 180, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- (d) The Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Consultant of this Certification completed by its suppliers, subcontractors and subconsultants.

CONSULTANT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONSULTANT'S AUTHORIZED OFFICIAL:

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Consultant certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Consultant's Authorized Official

\_\_\_\_\_  
Name and Title of Consultant's Authorized Official

\_\_\_\_\_  
Date

**ATTACHMENT G  
CERTIFICATIONS AND DBE FORMS**

**Proposer must sign and return with its proposal the following certifications:**

**ATTACHMENT G:**

- **Exhibit 1** - Restrictions on Lobbying Certification
- **Exhibit 2** - SAM (System for Award Management)
- **Exhibit 3** - Federal Tax Liability and Recent Felony Convictions Disclosure
- **Exhibit 4** – DBE Schedules
  - Schedule 6(A), Respondent & Subcontractor’s Information
- **Exhibit 5** – Trade Restriction Certification

**ATTACHMENT G**

**EXHIBIT 1**  
**RESTRICTIONS ON LOBBYING CERTIFICATION**

**FOR ALL PROCUREMENTS OVER \$100,000 INVOLVING CONSTRUCTION/ARCHITECTURAL AND  
ENGINEERING/ACQUISITION OF ROLLING STOCK/PROFESSIONAL SERVICE CONTRACTS/OPERATIONAL  
SERVICE CONTRACTS/ TURNKEY CONTRACTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. CodeC. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 USC A3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**(Company)**

**Note:** This certification must accompany each proposal or offer exceeding \$100,000. Pursuant to 31 USC §3801(c)(1)-(2), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.



Exclusion records apply to prime contractors and their subsequent subcontractors through all tiers, for contracts exceeding \$ 25,000. Please print all applicable subcontractor's search record(s) and submit with your bid.

## How do I search for an exclusion?

### Helpful Information

#### What is SAM?

The System for Award Management (SAM) is a U.S. Government owned and operated free web site containing entity registration records and **exclusion records**.

#### What is an exclusion?

**Exclusion records identify those parties excluded** from receiving certain federal contracts, subcontracts, and financial and non-financial assistance and benefits. These are also **commonly known as "suspensions" and "debarments"**.

**Any Party listed as excluded CAN NOT participate in this Contract**  
**Once you search SAM you must provide a copy of your search for each subcontractor with contracts \$25,000 or over.**

**The System will give you the option to "Save PDF", submit those results with your BID/Proposal.**

### Use the following steps to search for an exclusion:

1. Go to [www.sam.gov](http://www.sam.gov) (No need to Log In or Create a User Account)
2. **Select Search Records** from the main navigation menu.
3. You can search for exclusion records either via Quick Search or **Advanced Search – Exclusions**.
4. Quick Search will return both entity registration and exclusion records if there are results matching your search criteria. You can quickly search by the **entity's name**, DUNS Number, or CAGE Code. (We recommend to also use the vendor's address)  
*NOTE: Individuals are not assigned DUNS Numbers. If you are checking for an exclusion against an individual, search by the individual's name.*
5. Advanced Search – Exclusions gives you three ways to search for exclusion records in SAM using. Select a radio button corresponding to the category header that best describes how you want to search. The accordion will expand to show you the search criteria. You can only use one approach at a time.
  - If you want to search for exclusion records within a certain date range, **use the Single Search approach**.
  - If you are trying to search for more than one excluded party at a time, you can search for up to six names using the Multiple Names approach.
  - If you choose the SSN/TIN approach, the name and SSN or TIN you enter must match exactly what is contained on an exclusion record for the result to be returned.
6. **Always make sure you read the exclusion record carefully. Names can be similar.** If you have any doubt whether the exclusion record returned is the party for which you were searching, contact the Excluding Agency which created the exclusion record. There is a link to the Agency Exclusion POC in the record details.

**EXHIBIT 3**

**FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS DISCLOSURE**

The CONSULTANT certifies that:

1. The CONSULTANT does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
2. The CONSULTANT was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
3. The CONSULTANT agrees to flow this requirement down to all lower tier participants (subcontractors), without regard of the value of any subagreement.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company)



**Exhibit 5**  
**TRADE RESTRICTION CERTIFICATION**

The CONSULTANT certifies that with respect to this solicitation and any resultant contract, the CONSULTANT –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

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**(Date)**

**(Signature)**

---

**(Print Name)**

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**(Title)**

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**(Company)**

**ATTACHMENT H**  
**SAMPLE CONTRACT**

## CONTINUING CONTRACT FOR CONSULTING / PROFESSIONAL SERVICES

This Contract is made as of \_\_\_\_\_, 20\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the **COUNTY**, and \_\_\_\_\_, a \_\_\_\_\_ authorized to do business in the State of Florida, hereinafter referred to as the **CONSULTANT**, whose Federal I.D. is \_\_\_\_\_.

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

### ARTICLE 1 - SERVICES

- A. Scope of Work. The CONSULTANT'S responsibility under this Contract is to provide professional consulting \_\_\_\_\_ services to the COUNTY for \_\_\_\_\_, which shall include, but shall not be limited to, \_\_\_\_\_ services. The services of this Contract may include a series of many separate individual tasks or projects as generally described in **Exhibit "A"** ("Scope of Work"), attached hereto and incorporation herein, in accordance with the Scope of Work. The parties acknowledge and agree this Contract may be amended to provide additional or supplemental services for the Project that are not specifically identified in **Exhibit "A"**, including, but not limited to, any necessary construction phase services ("Supplemental Services").
- B. Assignment of Work. Assignment of tasks to the CONSULTANT will be at the sole discretion of the COUNTY. The COUNTY may choose to select another firm or use in-house staff to perform any of the tasks described, in whole or in part. Task scope and fee negotiation will be performed on a task-by-task basis. No minimum amount of professional services or compensation is guaranteed to the CONSULTANT. This is not an exclusive contract. The COUNTY may enter into similar contracts with other consultants to provide the same or similar services during the term of this Contract.
- C. CSA. Each task performed under this Contract will be assigned to the CONSULTANT for accomplishment by a separate written Consultant Service Authorization (CSA). For each task or project, COUNTY will require CONSULTANT to provide a proposed written Scope of Work including schedule and cost, for COUNTY review. Upon mutual agreement of the CSA Scope of Work, schedule and cost (lump sum fee or not-to-exceed amount arrived at in accordance with Article 3 of this Contract), COUNTY will issue a CSA and a notice to proceed for each assigned task or project. The types of individual projects or tasks to be assigned to CONSULTANT under this Contract may include, but are not necessarily limited to, those generally described on **Exhibit A**.
- D. COUNTY Representative. The COUNTY'S representative / liaison during the performance of this Contract shall be Brittany Summerlot, Director of Planning, for the Palm Beach County

Department of Airports (“Department”) or such other representative as may be assigned by the Department in writing to the CONSULTANT.

E. CONSULTANT Representative. The CONSULTANT’S representative / liaison during the performance of this Contract shall be \_\_\_\_\_, telephone no. \_\_\_\_\_.

## **ARTICLE 2 - PERFORMANCE PERIOD**

This Contract shall become effective on the date that this Contract is approved by the Palm Beach County Board of County Commissioners and signed by all parties hereto (“Effective Date”). The term of this Contract shall be two (2) years, with three (3) one (1) year contract renewal options, the exercise of which are within the COUNTY’S sole control and discretion. The CONSULTANT shall commence services set forth in each CSA upon receipt of a written Notice to Proceed from the COUNTY for each CSA. Deliverables shall be completed in accordance with the schedule and requirements set forth in each CSA. Continued performance of on-going services related to CSAs authorized prior to the expiration of the Contract shall extend the term presented above to allow completion of all CSAs issued before expiration. If required, an Amendment to the Contract may be issued to expand the scope of services to include any additional services needed to complete a CSA authorized prior to expiration of this Contract.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in each CSA.

## **ARTICLE 3 - PAYMENTS TO CONSULTANT**

**A. Amount.** CONSULTANT will be compensated for services performed under this Contract on either: 1) a fixed price/lump sum basis, or 2) a time charge/not-to-exceed basis, as identified in each applicable CSA. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided in each CSA for services rendered toward the completion of the CSA Scope of Work. Lump sum project phases will be invoiced on a monthly basis based on total percentage complete. Time & Material CSAs will be invoiced monthly based on total labor hours plus reimbursable expenses in accordance with a not to exceed amount. 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 subconsultant(s), the CONSULTANT shall pay the subconsultant(s) within ten (10) business days of receipt of payment from the COUNTY. Labor rates of CONSULTANT and any subconsultants shall not exceed the actual hourly raw labor rates for services rendered by personnel directly engaged on COUNTY projects, multiplied by an overall overhead and profit factor.

The schedule of hourly labor rates by labor category as set forth in **Exhibit B** is attached hereto and made a part hereof. The rates listed in **Exhibit B** shall remain in effect for a period of two years from the date of contract execution. At the end of this initial two year period, the hourly raw labor rates may be re-negotiated if requested by the CONSULTANT; and, if the cost of living index supports an increase, an increase of up to three percent (3%) may be allowed for each one year period thereafter.

Any such increase will be negotiated and supported by calculations using the Consumer Price Index – All Urban Consumers (CPI-U) U.S. City Average.

Salary costs for CONSULTANT as shown on **Exhibit B** and for any subconsultants are the maximum billing rates which are provisional, subject to audit of actual costs and if the audit discloses that the actual costs are less than the costs set forth in **Exhibit B** for the CONSULTANT or for any subconsultant, CONSULTANT shall reimburse the County based upon the actual costs determined by the audit.

- B. Invoices.** Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY'S representative to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within forty-five (45) days following the COUNTY representative's approval, in accordance with the Local Government Prompt Payment Act sections 218.70-218.80, as may be amended. All invoices shall be submitted to the COUNTY'S representative within six (6) months of providing the invoiced services. Invoices for services beyond six (6) months from date of invoice will not be approved. Invoices must reference the Contract and CSA numbers.
- C. Expenses.** 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 Palm Beach County 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, Florida Statutes and Palm Beach County Policies and Procedures Manual Travel PPM# CW-F-009, as may be amended. Requests for reimbursement of travel expenses shall include the use of Florida Department of Transportation Contractor Travel Form No. 300-000-06 to be submitted with the request for payment. Consultant shall submit all portions of the travel-related reimbursable expenses at the same time in one request. The County has the right to disallow any travel-related expenses that a granting agency or the State of Florida has disallowed.
- 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. CONSULTANT'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 for

each CSA. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County for each CSA. Any other charges not properly included on this final invoice for that CSA are waived by the Consultant.

**F. VSS Registration Required.** 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 Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbevssp.pbc.gov>. If CONSULTANT intends to use sub-consultants, CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONSULTANT and all of its subconsultants are registered in VSS.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONSULTANT shall also act as 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 shall 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 representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this article within three (3) years following final payment.

#### **ARTICLE 5 - TERMINATION**

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. It 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 CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. In no event, whether termination is with or without cause, shall the COUNTY be liable for any lost profits, lost opportunity damage or consequential damages. After receipt of a termination notice, except as otherwise directed by the COUNTY in writing, the CONSULTANT shall:

- A.** Stop work on the date and to the extent specified.
- B.** Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY, including, but not limited to, all data, survey's, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the CONSULTANT under this contract, whether complete or partially complete
- D. Continue and complete all parts of the work that have not been terminated.

## **ARTICLE 6 - 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 under this Contract 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 "A"**, 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), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

## **ARTICLE 7 - 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 for participation in subcontracting opportunities.

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 8 – DISADVANTAGED BUSINESS ENTERPRISE PROGRAM OR PALM BEACH COUNTY SMALL BUSINESS DEVELOPMENT PROGRAM**

### **A. Disadvantaged Business Enterprise (DBE)**

- 1. **Policy.** The requirements of 49 CFR Part 26, as amended, regulations of the U.S. Department of Transportation ("DOT"), apply to this Contract. It is the policy of Palm Beach

County as the Owner, to practice nondiscrimination based on race, color, sex or national origin in the award and/or performance of this Contract. The COUNTY encourages participation by all firms qualifying under this solicitation regardless of business size or ownership. All DBEs and Small Business Concerns qualifying under this solicitation are encouraged to submit proposals. Award of the contract will be conditioned upon satisfying the requirements of this proposal specification. These requirements apply to all firms, including those who qualify as DBEs and Small Business Concerns.

**2. Contract Assurance.** The CONSULTANT, sub-recipients and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the COUNTY deems appropriate, which may include, but is not limited to, (i) withholding monthly progress payments, (ii) assessing sanctions, (iii) liquidated damages, and/or (iv) disqualifying the CONSULTANT from future bidding as non-responsible. CONSULTANT shall include the aforementioned provision in each subcontract that the CONSULTANT signs under this Contract and shall require subcontractors to include this provision in their subcontracts.

**3. DBE Participation.** No DBE goal has been established for this contract. This contract is subject to the provisions of the Interim Final Rule, Docket No. DOT-OST-2025-0897, issued by the United States Department of Transportation (USDOT), amending the Disadvantaged Business Enterprise (DBE) Program effective October 3, 2025 ("IFR"). CONSULTANT should note that DBE firms are subject to recertification by the Unified Certification Program for the State of Florida as required by the IFR. Palm Beach County encourages participation by all firms qualifying under this contract, regardless of business size or ownership, including Small Business Concerns as defined in 49 CFR §26.5. This contract is subject to future amendments to the DBE Program to remain eligible for federal funding. DBE participation will be limited to assigned tasks that are eligible for state and/or federal funding.

**4. Reporting/Inspection Requirements.**

- (1) The CONSULTANT shall be required to submit regular progress reports, in a form and substance as required by the COUNTY, related to participation by all subcontractors and suppliers participating in this Contract, including, but not limited to DBEs and Small Business Concerns. The form of required progress reports may be modified by COUNTY from time to time upon prior written notice to the CONSULTANT. Failure to submit accurate, complete progress reports shall be considered a material default of this Contract. Progress reports shall be completed and submitted with each payment request or application for payment. Failure to provide the required progress reports as instructed may result in a delay in processing payment or disapproval of the invoice until a complete, accurate progress report is submitted, as required.
- (2) Within ten (10) days of COUNTY request, the CONSULTANT shall provide any additional information requested by County to substantiate participation by all subcontractors and suppliers, including, but not limited to, DBEs and Small Business Concerns. CONSULTANT shall provide complete copies of each written subcontract

or agreement between CONSULTANT and all subcontractors and suppliers to COUNTY, including DBEs and Small Business Firms, for the work relative to this Contract with the first payment request or application for payment and a complete list of the names of all subcontractors and suppliers and the dollar amount of each subcontract or agreement. Failure to provide the information required by this subsection within ten (10) days of the COUNTY'S written request shall be considered a material default of this Contract.

- (3) It shall be the responsibility of the CONSULTANT to ensure that the DBE firms performing services under this Contract perform a Commercially Useful Function (as defined in 49 CFR Part 26). The CONSULTANT shall ensure that work committed to a DBE firm as a part of this Contract is actually performed by the DBE firm and shall notify COUNTY in the event work committed to the DBE firm is actually performed by a non-DBE subcontractor.
- (4) The CONSULTANT shall maintain records and documents of payments to DBE firms performing under this Contract for a minimum of five (5) years from the termination date of this Contract. The records shall be made available to County or the US Department of Transportation, or any agency thereof, for inspection upon request. The CONSULTANT shall also require its subcontractors and suppliers maintain their records and documents of payments from the CONSULTANT for a minimum of five (5) years from the termination date of this Contract and ensure that the records are made available to COUNTY or the U.S. Department of Transportation, or any agency thereof, for inspection upon request. The provisions of this Section shall survive the expiration or earlier termination of this Contract.

**5. DBE Substitution/Termination.**

- (1) The CONSULTANT must not terminate a DBE subcontractor listed in Schedule 1A, List of Proposed DBE Firms (or an approved substitute DBE firm) without prior written consent of the COUNTY. This includes, but is not limited to, instances in which the CONSULTANT seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- (2) The CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the COUNTY. Unless the COUNTY'S consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. The COUNTY may provide such written consent only if the COUNTY agrees, for reasons stated in the concurrence document, that the CONSULTANT has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53.
- (3) Before transmitting to the COUNTY y its request to terminate and/or substitute a DBE subcontractor, the CONSULTANT must give notice in writing to the DBE subcontractor, with a copy to the COUNTY, of its intent to request to terminate and/or substitute, and the reason for the request. The CONSULTANT must give the DBE five days to respond to the CONSULTANT's notice and advise the COUNTY and the

contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the COUNTY should not approve the CONSULTANT's action. If required in a particular case as a matter of public necessity (e.g., safety), the COUNTY may provide a response period shorter than five days.

- (4) In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.
6. **Small Business Participation.** In order to facilitate competition by Small Business Concerns as defined 49 CFR §26.5, Bidders shall take all reasonable steps to eliminate obstacles to their participation in this Contract, including, providing subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all work involved. COUNTY may require Contractor to provide evidence, reasonably satisfactory to COUNTY, that each Small Business Concern participating in this Contract satisfies the requirements established by 49 CFR §26.5. Contractor shall provide information requested pursuant to this Section within ten (10) days within of COUNTY'S written request.

## **B. PALM BEACH COUNTY SMALL BUSINESS DEVELOPMENT PROGRAM**

1. **Policy.** It is the policy of the Board of County Commissioners of Palm Beach County, Florida (the Board) that all segments of its business population including, but not limited to, small, local owned businesses have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board adopted a Small Business Development (SBD) Ordinance which is codified in sections 2-80.20 through 2-80.28 (as may be amended) of the Palm Beach County Code. The SBD Ordinance sets forth the County's requirements for the SBD Program, and is incorporated herein and made part of this Contract. Non-compliance with the SBD Ordinance must be corrected within thirty (30) calendar days of notice of non-compliance. Failure to comply with the SBD Ordinance may result in any of the following penalties:

- Suspension of the Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to SBD Program compliance;
- Suspension or debarment of Consultant from providing goods or services to the County for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of small business enterprise (SBE) participation as committed to in the Contract, and the dollar value of SBE participation as actually achieved.

2. **Affirmative Procurement Initiatives (APIs).** The Consultant must adhere to the Affirmative Procurement Initiatives (APIs) as incorporated herein as **Exhibit E**, including the County's Request for Proposals (RFP) and the specifications set forth in Consultant's response to the RFP, which are both incorporated herein by reference. The total dollar value of local-only funded CSAs under the Contract shall be subcontracted to SBEs, however the SBD Office

shall reduce or waive this goal when there is inadequate availability of SBE prime and/or subcontractor firms. Each local-only funded CSA shall include completed and executed SBD Schedules 1 and 2 (**Exhibit F**) documenting SBE participation for that CSA. Failure to comply with this article is a material breach of this Contract. Consultant shall report all subcontractor payment information on SBD forms 3a and 4 (**Exhibit F**), or as otherwise required by the County's Office of SBD, and, when the SBD portal is available, input subcontractor payment information directly into the County's contract management system.

**3. Payments.** Consultant shall pay subcontractors undisputed amounts within ten (10) days after County pays the Consultant. In the event of a disputed invoice, the Consultant shall send the subcontractor(s) and County a written notice of the dispute within five (5) days after receipt of the subject invoice.

The Consultant agrees to pay its subconsultants in compliance with the Florida Prompt Payment Act. In the event Consultant fails to comply with payments(s) to its subconsultants in accordance with the Florida Prompt Payment Act, Consultant shall be subject to any and all penalties and sanctions available under the terms of the SBD Program, its contract with the County, or any other applicable law.

**4. Substitution/Termination/Inspection.** Consultant must notify the Office of SBD of changes in SBE utilization and get prior approval for any substitutions.

The Office of SBD has the right to review Consultant's records and interview subcontractors.

#### **ARTICLE 9 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign 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 10 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this Contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

#### **ARTICLE 11 - INSURANCE**

A. 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 of **\$5,000,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- B. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability of **\$5,000,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- C. **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. CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- D. **Workers' Compensation Insurance & Employer's Liability:** CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with chapter 440, Florida Statutes, as may be amended.
- E. **Professional Liability:** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$5,000,000** each occurrence, and **\$10,000,000** 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. CONSULTANT shall provide this coverage on a primary basis.

- F. 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.
- G. 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 Contract, 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  
c/o Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406-1470

- H. Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer’s Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest “Each Occurrence” limit for either Commercial General Liability, Business Auto Liability, or Employer’s Liability. The COUNTY shall be specifically endorsed as an “Additional Insured” on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.
- I. 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 12 - INDEMNIFICATION**

The CONSULTANT shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to reasonable attorneys’ fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT, and other persons employed or utilized by the CONSULTANT, in the performance

of this Contract.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, each party shall bear its own attorney's fees, court costs and all expenses (including taxes and, without limitation, all such fees, costs, and expenses incident to appeals) incurred in that action or proceeding.

This article shall survive termination or expiration of this Contract.

### **ARTICLE 13 - SUCCESSORS AND ASSIGNS; ASSIGNMENT**

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party 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.

### **ARTICLE 14 – LAW AND VENUE; REMEDIES; NO THIRD PARTY BENEFICIARIES**

This Contract shall be governed by the laws of the State of Florida. Any 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 or 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 15 - 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 of services required hereunder, as provided for in chapter 112, part III, Florida Statutes, and the Palm Beach County Code of Ethics, as may be amended. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement 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 CONSULTANT. 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 16 - 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 subcontractors 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.

#### **ARTICLE 17 - ARREARS**

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, 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 18 - 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.

To the extent allowed by chapter 119, Florida Statutes, as may be amended, 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 base, reports and other data developed or purchased under this Contract for 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.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, sections 2-421 - 2-440, as may be amended.

#### **ARTICLE 19 - 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 CONSULTANT 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.

#### **ARTICLE 20 - CONTINGENT FEES**

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 CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 21 - ACCESS AND AUDITS; OFFICE OF THE INSPECTOR GENERAL**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this article for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the

Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, sections 2-421 - 2-440, as may be amended, and punished pursuant to section 125.69, Florida Statutes, as may be amended, in the same manner as a second degree misdemeanor.

## **ARTICLE 22 - NONDISCRIMINATION**

- A. 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, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

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 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.

### **B. Federal Nondiscrimination Covenants**

- (1) **Civil Rights General.** The CONSULTANT agrees that it will comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- (2) **Title VI Clauses for Compliance with Nondiscrimination Requirements.** During the performance of this Contract, the CONSULTANT, for itself and its assignees and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

- g. For purposes of this Contract, the term “Title VI List of Pertinent Nondiscrimination Statutes and Authorities” includes the non-discrimination statutes, regulations and authorities listed in **Exhibit “D”**, as may be amended.

### **ARTICLE 23 - AUTHORITY TO PRACTICE**

The CONSULTANT 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 24 - 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 25 - PUBLIC ENTITY CRIMES**

As provided in sections 287.132-133, 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 convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

### **ARTICLE 26 - 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 27 - NOTICE**

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

Director of Planning  
Palm Beach County Department of Airports/Planning & Development  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406-1470

With copy to:

Palm Beach County Attorney’s Office  
301 North Olive Ave.  
West Palm Beach, Florida 33401

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 28 - 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 this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with the “Modifications of Work” article of this Contract.

**ARTICLE 29 - CRIMINAL HISTORY RECORDS CHECK**

**A. Criminal History Records Check Ordinance.**

- (1) The CONSULTANT, its sub-consultants, and their respective employees shall comply with Palm Beach County Code, sections 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (“Ordinance”), as may be amended, 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 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.

- (2) The CONSULTANT acknowledges that this Contract may include access to 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. The Department will provide the CONSULTANT with specific instructions regarding satisfaction of the requirements of this Ordinance to the extent applicable. Individuals passing the criminal history records check will be issued a badge (“County Badge”). The CONSULTANT shall make every effort to collect the County Badges issued to its employees and its subcontractors’ employees upon the expiration or earlier termination of this Contract and return them to the County. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a County Badge, the County must notify the County within two (2) hours of termination. At the time of termination, the CONSULTANT shall retrieve the County Badge and shall return it to the County in a timely manner.
- (3) The County reserves the right to suspend the CONSULTANT if the CONSULTANT:
  - (1) does not comply with the requirements of County Code sections 2-371 - 2-377, as may be amended;
  - (2) does not contact the CONSULTANT regarding a terminated employee or sub-consultant employee within the stated time;
  - or (3) fails to make a good faith effort in attempting to comply with the County Badge retrieval policy.

**B. Federal Criminal History Records Check.**

- (1) All individuals working at the Palm Beach International Airport (PBI) must pass a Criminal History Records Check (CHRC) required by 49 CFR §1542.209, as may be amended and any successor regulation. Individuals with a disqualifying criminal offense shall not be issued a PBI Identification Media (“PBI Badge”) for unescorted access to the PBI Security Identification Display Area (SIDA), Sterile Area and the Air Operations Area (AOA).
- (2) The Consultant should contact the PBI Badging and Security Office at 561-471-7481 for information on fees and charges associated with CHRC requirements. The Consultant shall be responsible for all costs associated with CHRC, including, but not limited to, fingerprinting, annual PBI Badge fees, the fees for lost PBI Badges replacement and nonreturned Badges. All PBI Badges must be returned to the Department’s Badging and Security Office upon termination of services or removal of any employees due to security violations. The Consultant acknowledges and agrees that the Transportation Security Administration shall have the right to take legal enforcement against any person (employees/employer) making any fraudulent or intentional false statements or entry on any security program, record application, report, access, or identification media, or any other document that is kept, made or used to show compliance. This applies to all “persons” meaning an individual, firm, partnership, corporation, company, association, jointstock association, or governmental entity.

- (3) The Consultant shall make every effort to collect the PBI Badges issued to its employees and its subcontractors' employees upon the expiration or earlier termination of this Contract and return them to the Department. If the Consultant or its subcontractor(s) terminates an employee who has been issued a PBI Badge, the County must immediately notify the Department so that unescorted access privileges can be removed. At the time of termination, the Consultant shall retrieve the PBI Badge and shall return it to the Department in a timely manner.
  - (4) In addition to any remedies provided under this Contract, the County shall have the right to assess liquidated damages in the amount of Two Hundred Fifty and 00/100 (\$250.00) per day for each day the Consultant fails to notify the Department that an employee of Consultant or its sub-consultant(s) with a PBI Badge providing unescorted access privileges at PBI has been terminated.
- C. Notwithstanding any provision of this Contract to the contrary, the Consultant acknowledges and agrees that the Department may suspend or refuse to issue a PBI Badge to any employee or representative of the Consultant, including employees and representatives of sub-consultants, determined by the Department may pose a safety or security concern or risk, as determined by the Department in its sole discretion.

### **ARTICLE 30 - 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 31 - SCRUTINIZED COMPANIES**

**A.** As provided in section 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 section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, 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 section 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 With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sector List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as my 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 215.473, Florida Statutes, relating to scrutinized active business operations 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 section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Contract renewal, if applicable.

### **ARTICLE 32 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, as may be amended, if the CONSULTANT: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes, as may be amended, the CONSULTANT shall comply with the requirements of section 119.0701, Florida Statutes, as may be amended. 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, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. The 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.
- 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 of Public Records, 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 CONSULTANT 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 of Public

Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

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

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

#### **ARTICLE 33 - 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 34 - 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)(f), 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 35 - FAA/FDOT PROVISIONS**

The CONSULTANT shall comply with the provisions contained in **Exhibit “D”**.

#### **ARTICLE 36 – 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 “C”**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

#### **ARTICLE 37 - 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 Contract 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 Contract. 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 Contract 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 Contract.

#### **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.

**(Remainder of Page Intentionally Left Blank)**

DRAFT

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY; and an authorized official of the CONSULTANT has made and executed this Contract on behalf of the CONSULTANT.

**ATTEST:**

**MICHAEL A. CARUSO,  
CLERK & COMPTROLLER**

**PALM BEACH COUNTY, A  
POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA, BOARD OF  
COUNTY COMMISSIONERS**

BY: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Sara Baxter, Mayor

**APPROVED AS TO TERMS AND  
AND CONDITIONS**

**APPROVED AS TO  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Department Director

By: \_\_\_\_\_  
County Attorney

**CONSULTANT:**

**WITNESS:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Title

DRAFT

**CONTRACT EXHIBIT A**

**SCOPE OF WORK**

**CONTRACT EXHIBIT B**

**LABOR RATES**

**CONTRACT EXHIBIT C**

**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 \_\_\_\_\_  
(Consultant) and attest that Consultant 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 Florida, County of Palm Beach**

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 Florida at large

(Notary Seal)

**CONTRACT EXHIBIT D**  
**ADDITIONAL CONTRACT REQUIREMENTS FOR STATE AND FEDERALLY FUNDED**  
**PROJECTS**

**CONTRACT ATTACHMENT E**

**AFFIRMATIVE PROCUREMENT INITIATIVES (“API”s)  
FOR CCNA PROFESSIONAL SERVICES CONTRACTS**

The API(s) approved for this project are selected below by .

**Evaluation Preference for New SBE Prime Respondents**

\_\_\_\_\_ points (Up to 15 percent of total evaluation points) have been allocated for **NEW** SBE Prime respondents for this Contract.

Up to 15 percent (15%) of the total number of evaluation points allocated for selection of a professional services firm by the County shall be reserved for SBE prime respondents that have only received their first contract award with the County within the past year, or have not yet received a cumulative total of \$1,000,000 or more in payments from the County for professional services rendered (whichever period of time is longer). The new SBE prime respondent must perform the majority of the associated work under the contract, and the majority of the work must be performed by personnel from the new SBE respondent’s County office. Failure to meet either requirement shall result in 0 evaluation points. Points shall be allocated at a rate of 0.15 points for each 1% of the contract work committed and performed locally by the new SBE prime respondent. Example: a new SBE prime respondent performing 10% of the work within the County shall receive 1.5 points, 50% shall receive 7.5 points, and 100% shall receive the maximum of 15 points.

**SBE Reserve for Contracts Less than \$10,000**

**This Contract procurement is limited to certified SBE Professional Services firms.**

Small professional services contracts valued at less than \$10,000 shall be reserved exclusively for competition among SBE professional services firms.

**SBE Reserve for Contracts less than \$150,000, (non-CCNA) SBE Quotations Required**

**The Originating Department shall affirmatively solicit at least 2 to 3 quotations or proposals from SBE firms prior to award.**

For non-CCNA professional services contracts valued less than \$150,000, the County shall require at least two to three quotations or proposals be solicited from SBE professional services firms before the County may make an award.

**SBE Evaluation Preference for SBE Prime Respondents - Option 1**

\_\_\_\_\_ Points (up to 15% of the total evaluation points) are available to SBE prime respondents

An SBE evaluation preference of up to 15 percent (15%) of the total number of available evaluation points for scoring of proposals shall be reserved for SBE prime respondents on County professional services contracts valued at less than \$500,000. The SBE prime respondent must perform the majority of the associated work under the contract, and the majority of the work must be performed by personnel from the SBE respondent’s County location. Failure to meet either requirement shall result in 0 evaluation points. Points shall be allocated at a rate of 0.15 points for each 1% of the contract work committed and performed locally by the SBE prime respondent. Example: a respondent performing 10% of the work within the County shall receive 1.5 points, 50% shall receive 7.5 points, and 100% shall receive the maximum of 15 points.

**SBE Evaluation Preference for SBE Participation – Option 2**

\_\_\_\_\_ (0 to 15%) total evaluation points shall be awarded based on the level of SBE dollar participation committed to on the prime respondent team.

Evaluation preference points shall be awarded on a sliding scale from zero up to 15 percent (15%) of the total available evaluation points for scoring of proposals to those firms responding to professional services solicitations valued at \$500,000 or greater. The sliding scale shall be based upon the relative level of SBE dollar participation that has been committed to on the prime respondent/bidder's team (e.g., zero SBE participation on a prime respondent/bidder's team shall yield zero evaluation= 0 points, 50% of highest SBE participation = 7.5 points; highest participation = 15 points).whereas the maximum SBE participation among all prime bidders, at the prime contract and subcontract levels combined, shall yield award of fifteen evaluation preference points out of 100; and a prime respondent/bidder's team that achieves only half as many dollars in SBE participation as the firm with the greatest SBE dollar participation at the prime contract and subcontract levels combined shall be awarded 7.5 evaluation points out of 100. 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 by the sum of: 1) the percentage of contract work performed by personnel from the SBE prime respondent's County location and 2) the percentage of contract work performed by SBEs.

**SBE Subcontracting Goals for Professional Services**

A minimum mandatory goal of 15% of the total estimated dollar value of local-only funded CSAs under the Contract shall be subcontracted to SBEs, however the SBD Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms.

**CONTRACT EXHIBIT F**

**OSBD SCHEDULE 1**

**OSBD SCHEDULE 2**

**OSBD SCHEDULE 3a**

**OSBD SCHEDULE 4**

**ATTACHMENT I**  
**POLICY AND PROCEDURE MANUAL CW-O-48**  
**SELECTION OF PROFESSIONAL ENGINEERS, ARCHITECTS, LANDSCAPE ARCHITECTS.**  
**LAND SURVEYORS AND MAPPERS**  
**(Information only do not submit with Proposal)**

**TO:** ALL COUNTY PERSONNEL

**FROM:** VERDENIA C. BAKER  
COUNTY ADMINISTRATOR

**PREPARED BY:** ENGINEERING AND PUBLIC WORKS

**SUBJECT:** SELECTION OF PROFESSIONAL ENGINEERS, ARCHITECTS,  
LANDSCAPE ARCHITECTS, LAND SURVEYORS AND MAPPERS

**PPM #:** CW-O-048

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**ISSUE DATE**  
March 6, 2019

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**EFFECTIVE DATE**  
March 5, 2019

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**PURPOSE:**

To establish procedures for the acquisition of professional services from architects, engineers, landscape architects, or land surveyors and mappers.

**UPDATES:**

Future updates to this PPM are the responsibility of the County Engineer.

**AUTHORITY:**

- Florida Statutes Section 287.055, “Consultant Competitive Negotiation Act”, as may be amended (“CCNA”)
- Florida Statutes Sections 286.011 – 286.0113, (“Sunshine Law” or “Public Meetings Law”), as may be amended
- Palm Beach County Code, Chapter 2, Article III, Sections 2-51 through 2-58 (“County Purchasing Code”), as may be amended
- Palm Beach County Code, Chapter 2, Article VIII, Sections 2-351 through 2-357 (“Lobbyist Registration Ordinance”), as may be amended
- Palm Beach County Code, Chapter 2, Article III, Sections 2-80.20 through 2-80.40 (“EBO Ordinance”), as may be amended
- PPM# CW-O-043 “Equal Business Opportunity (EBO) Program”, as may be amended

**SCOPE:**

The procedures in this PPM apply to all County contracts for CCNA services that exceed the CCNA Thresholds. When federal funds are being used to procure CCNA services, see PPM# CW-L-050 for additional requirements related to federally funded procurements. In the event of a conflict between this PPM and PPM# CW-L-050, the provisions of PPM# CW-L-050 shall apply.

Related PPMs: For information on contract development responsibilities, see PPM# CW-F-049; for information on recovering errors and omissions from design professionals, see PPM# CW-F-067.

## **DEFINITIONS:**

***Affirmative Procurement Initiatives (APIs)*** refers to various EBO Program tools and solicitation incentives that are used to encourage greater prime and subcontract participation by Small Business Enterprise (SBE) firms or Minority/Women Business Enterprise (M/WBE) firms, including, but not limited to, bonding assistance, evaluation preferences, subcontracting goals, vendor rotations, and joint venture incentives.

***BCC or Board:*** the Palm Beach County (County) Board of County Commissioners.

***CCNA Services:*** Services within the scope and practice of architecture, professional engineering, landscape architecture, and registered surveying and mapping, as defined by the laws of the State.

***CCNA Thresholds:*** For CCNA Services related to construction projects, the CCNA statute does not apply when the professional services are for a project the basic construction cost of which is estimated not to exceed the threshold amount provided in F.S. Section 287.017 for CATEGORY FIVE (currently \$325,000), as may be amended. For CCNA services related to studies or planning activities, the CCNA statute does not apply where the fee for professional services does not exceed the threshold amount provided in F.S. 287.017 for CATEGORY TWO (currently \$35,000), as may be amended.

***Construction Department(s):*** The County Departments of Airports (DOA), Engineering and Public Works (EPW), Environmental Resources Management (ERM), Facilities Development & Operations (FDO), and Water Utilities (WUD) each of which has been delegated construction authority under Section 2-53(f) of the County Purchasing Code.

***Continuing Contract:*** A contract for CCNA Services solicited in accordance with all the requirements of the CCNA statute where a firm provides professional services to the County on a continuing basis for: 1) projects where the estimated construction cost of each individual project under the contract does not exceed \$2 million; or 2) for studies where the professional fee for each individual study does not exceed \$200,000.

***Emergency:*** acquisition of CCNA services made in response to a need when the delay incident to complying with all governing rules, regulations or procedure would be detrimental to the interests, health and safety, or welfare of the County.

***Firm:*** any individual, firm, partnership, corporation, association or other legal entity permitted by law to practice architecture, landscape architecture, engineering or land surveying and mapping in the State.

***Letter of Interest (LOI), Proposal or Response:*** a submission by a firm in response to an RFP or RFS.

***Negotiate or Negotiation:*** arms-length discussions and conferences to reach an agreement on a term or price.

***Performance Evaluation:*** is a formal and productive procedure to measure a firm's work and results based on the contract requirements.

***Request for Proposal (RFP) or Request for Submittal (RFS):*** method of procurement where factors other than price are considered in selection.

***User Department:*** The County department that has requested the design or construction project. A Construction Department may also be the User Department, if the Construction Department initiates the project.

***Unrequested Services:*** any CCNA category services that were not requested in the advertisement or RFP/RFS.

***VSS:*** The County's Vendor Self Service system where solicitations are advertised which can be found at <https://pbevssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>.

## **BACKGROUND:**

The procurement of CCNA Services above the CCNA Thresholds is exempt from the County's Purchasing Code; however the State's CCNA statute establishes the competitive process by which the County must procure the professional services of architects, engineers, landscape architects, and registered surveyors and mappers. Under CCNA, firms must be selected through a competitive selection process based solely on a firm's qualifications without regard to price. After selection, price is then negotiated with the highest ranked, most highly qualified firm.

## **POLICY:**

Professional engineering, architectural, landscape architectural, and land surveying and mapping services in excess of the CCNA Thresholds shall be acquired in compliance with the CCNA statute. Small, minority and women-owned businesses shall have the opportunity to participate in the County's professional services contracts.

## **RESPONSIBILITIES:**

This policy shall be implemented by the Short-List and Final Selection Committees (the Committees). All activities undertaken pursuant to this PPM shall be under the auspices of the Committees and this PPM. The Chairperson of the Final Selection Committee(s) shall be the County Engineer or his/her designee. The Roadway Production Division of EPW shall be the central coordinating agency. The Contracts Section Manager (CSM) or his/her designee shall serve as secretary to the Final Selection Committee(s) and shall be responsible for scheduling

interviews, preparing the written minutes, and recording exempt portions of the committee meetings - unless the applicable Construction Department elects to perform these functions.

Administration of this PPM shall be by the Directors of the Construction Departments. User Departments that are not designated as Construction Departments shall direct all procurements requiring CCNA Services to FDO.

## **PROCEDURES:**

### **I. Determination of Application of CCNA**

A Construction Department shall follow the CCNA selection process when the Construction Department determines: 1) CCNA Services are required for a project; and 2) the CCNA Thresholds are met. If CCNA Services are required, but below the CCNA Thresholds, the Construction Department shall follow the requirements of the Purchasing Code applicable to professional services with the additional requirement that any firm proposing must be CCNA certified pursuant to Section IV.A. "CCNA Certification" below.

### **II. Determination of Application of Affirmative Procurement Initiatives (APIs)**

**EBO Program.** Prior to advertisement, a Construction Department will follow the process set out in CW-O-043 for review of each CCNA solicitation by the County's Office of Equal Business Opportunity (Office of EBO) and for determination of the applicable API by the Goal Setting Committee (GSC). The Construction Department is responsible for incorporating any recommendations of the Office of EBO or GSC into the solicitation documents and for adding the correct API to the Selection Committees scoresheet, see **Attachments 4, 6, 9** for more information on APIs and for scoresheet forms.

If approved by the Office of EBO, a Construction Department may take groups of contracts for the same type of CCNA services to the GSC for establishment of an API(s) for the same type of CCNA services, rather than taking each individual CCNA solicitation to GSC.

The Director of the Office of EBO, or designee, must be a voting member of each selection committee, unless a DBE goal applies.

**DBE Program.** If a project is subject to the Disadvantaged Business Enterprise (DBE) Program rather than the County's EBO Program, then a Construction Department shall follow the applicable DBE Program requirements related to goal setting.

### **III. Public Announcement**

#### **A. Projects with Budget Approval**

When a project is listed in the BCC adopted capital plan or equivalent budgeting document, then a Construction Department is authorized to advertise a project without additional BCC approval. Projects may be advertised prior to the year in

which the design funding appears, providing that the contract for design services is not awarded until such time that budget has been formally approved. The format and content for the advertisement should be similar to that shown in **Attachment 1**.

1. **Publication and Distribution of Advertisement**. The minimum requirements for advertising a CCNA project are as follows:

a. **VSS Advertisement**. The Construction Department must advertise the CCNA project on the County's VSS website.

b. **Newspaper Advertisement**. To increase competition and at the discretion of the Construction Department, the ad may also be published in a newspaper of general circulation in the County or other industry publication.

c. **Distribution Lists**. The Construction Department may also email the advertisement to all firms certified in the prime categories by the County's Engineering Department, see Section VI.A. "CCNA Certification" below. If the Construction Department maintains its own internal list of CCNA firms, the department may also email the notice to these firms. Construction Departments may also undertake special outreach efforts to S/M/WBE (or DBE, if applicable) firms, such as sending a new opportunity notice tailored specifically to S/M/WBE (or DBE, if applicable) firms or advertising the project on Channel 20.

d. **Office of EBO Lists**. The Construction Department will email the advertisement to the Office of EBO who will distribute the notice to certified S/M/WBEs registered with the Office of EBO in the relevant commodity codes. The County's Purchasing Department will also prepare non-local lists of small, minority and women owned businesses (Affirmative Steps List) and distribute the advertisement to these firms.

**B. Projects without Budget Approval**

If a project is not listed in a BCC adopted capital improvement plan or equivalent budgetary document, then the advertisement must be approved by the BCC.

**C. RFP Contents**

The RFP (or the advertisement, if the Construction Department does not use an RFP) must contain a project description, general scope of work, S/M/WBE (or DBE, if applicable) requirements, evaluation criteria and scoring, response due date and time, submittal requirements, summary of County's general terms and conditions and any special conditions applicable to the contract; notice of "Cone of

Silence”; description of an unsuccessful respondent’s administrative appeal/protest rights and an unsuccessful respondent’s right to request a debriefing.

#### **IV. Certification**

##### **A. CCNA Certification**

For a professional Firm to be considered as a provider of CCNA Services to the County, it, along with all the professional sub-consultants, must be **CCNA CERTIFIED** with EPW by the RFP/RFS due date. For SBE, M/WBE, or DBE firms, the CCNA Certification requirement is in addition to SBE, M/WBE and/or DBE certification.

To become certified under CCNA, professional firms must submit a Palm Beach County CCNA certification application and proof that the firm meets the below listed criteria. The certification form is then reviewed and either rejected or approved by the County Engineer or his/her designee. A Construction Department has the discretion to accept an LOI from a firm that is not yet CCNA certified but has applied for certification.

##### **Criteria for CCNA Certification by Palm Beach County:**

- The firm has the appropriate, valid professional registration from the State of Florida, Department of Professional Regulation for the required services;
- The firm has the appropriate corporate, occupational licenses, and or Business Tax Receipt to conduct the required services;
- The proposing firm and all subconsultant team members must be registered as a vendor in the County’s VSS System prior to proposal submission; and
- The firm has the appropriate work experience in the categories of work being requested.
- The Roadway Production Division of EPW should be contacted for further information on CCNA certification <http://discover.pbcgov.org/engineering/roadwayproduction/Pages/default.aspx>.

The Roadway Production Division shall maintain a database of all CCNA certified firms. Placement of a firm on the CCNA certified list only allows the firm to submit a LOI in response to a County RFP or RFS. The firms on the CCNA certified list are not deemed to be qualified for a particular County project or contract until evaluated by the Committees for a particular project or contract.

##### **B. Small and/or Minority/Women Owned Business Certification**

**1. County's Equal Business Opportunity (EBO) Program.** For a firm to be certified as an SBE and/or M/WBE business under the County's EBO Program, the firm must meet the eligibility standards set forth in the Palm Beach County Code and apply for certification through the Office of EBO. **A firm will not qualify for selection consideration as a County S/M/WBE firm unless the firm has received certification from the Office of EBO by the RFP/RFS response due date.**

**2. State Certified MBE.** MBEs that are only certified by the State will not qualify for any selection considerations of the County's EBO Program (i.e. APIs for evaluation preferences or participation in contract goals); however the fact that a firm is a State certified MBE will be given selection consideration as required by the CCNA Statute. See **Attachments 4-7** for more details on evaluation criteria.

**C. Disadvantaged Business Enterprise (DBE) Certification**

For projects where a DBE goal applies, firms must be certified by the "Unified Certification Program" for the State of Florida as a DBE by the RFP/RFS response due date to be counted toward achievement of the DBE goal. Certification as a SBE or M/WBE does not count towards achievement of a DBE goal.

**V. General Information**

**A. Summary of CCNA Competitive Selection Process**

The CCNA competitive selection process is summarized as follows:

- Short List Committee reviews proposals from CCNA certified firms, evaluates qualifications and shortlists a minimum of two more firms than the number to be selected;
- Final Selection Committee interviews, evaluates and ranks the short-listed firms;
- Post notice of recommended award;
- BCC approves or does not object to the ranking;
- Staff negotiates contract with highest ranked firm; and
- Contract award.

**B. General Rules Applicable to All Selections**

1. **Sunshine Law.** Under Florida’s Sunshine Law, selection committee meetings (both short-list and final) are public meetings. The only portion of a selection committee meeting that may be closed to the public are respondent interviews/presentations and this closed portion of the selection committee meeting must be recorded. All discussion between two or more committee members regarding the evaluation of any proposals must take place at the public meeting. Under the Sunshine Law, selection committee meetings must be properly noticed and open to the public with written minutes kept. It is suggested that public comment be allowed at the beginning of the selection committee meeting.
2. **Cone of Silence.** Pursuant to the County’s Lobbyist Registration Ordinance, neither a proposer nor a representative of a proposer may communicate with a BCC Commissioner or Commissioner’s staff regarding its proposal. This “Cone of Silence” extends from the deadline for submission of proposals and terminates at the time that the BCC (or a County Department authorized to act on behalf of the BCC) awards or approves a contract, rejects all proposals or otherwise takes action which ends the solicitation process.

## VI. **Short List Committee**

### A. **Short-List Procedures**

1. **Membership.** The membership of the Short List Committees shall be as per **Attachment 2**.
2. **Preparation.** Prior to the Committee meeting, the Construction Department will provide each Committee member with: 1) a copy of each proposer’s response to the RFP and 2) copies of past performance evaluations of a proposer, if applicable. The Construction Department shall also send written notice of the meeting to the Office of the Inspector General.
3. **Evaluation.** Using **Attachment 3**, the Short List Committee shall evaluate, discuss, rank and then shortlist the firms deemed to be the most highly qualified to perform the required services. During evaluation, consultant compensation shall not be considered. The determination of the most highly qualified firms will be based upon a review of the proposals submitted in response to the advertisement evaluated in accordance with the criteria set out in **Attachments 4 - 7**, as well as committee discussions. The appropriate number of firms with the lowest point totals (determined by the rankings) will make up the short list. In the event of a tie score for the last available short list position, the tied firms will be included in the short list.
4. **Number of Firms Shortlisted.** The Short List Committee shall short list two more firms than the number to be selected (i.e. if one (1) firm is to be selected,

then three (3) firms will be shortlisted, if two (2) firms are to be selected, then four (4) firms will be short listed, etc.)

5. **When Less Than the Minimum Number of Firms Respond.** When less than the required minimum number of firms respond to an RFP/RFS, the Construction Department should review the requirements and scope of work in the RFP/RFS to see if any requirements in the RFP/RFS unduly limited competition. The Construction Department may also call consultants to determine why they did not respond (i.e. were there requirements that prevented them from responding; was there enough time to prepare a response; did they receive the notice of the solicitation; did existing workload prevent them from responding; etc.) If the Construction Department determines that the RFP should be revised and/or that re-advertisement may result in more responses, then the solicitation should be cancelled and may subsequently be re-issued. If less than the required number of responses are received, and the Construction Department determines that additional responses would not be received from a re-advertisement, or because of time constraints, the proposals received shall be submitted to the Final Selection Committee for evaluation.
6. **Notification of Respondents.** The Construction Department shall notify the respondents of the results of the Short List Committee and invite the short listed firms to present to the Final Selection Committee.

**B. No Proposal Changes**

Firms shall not add or delete team members, or adjust team participation after the RFP/RFS due date. If a S/M/WBE team member withdraws before final selection, the respondent firm must submit a new Subconsultant's Questionnaire Form or new Schedules 1 and 2 and request a substitution from the Office of EBO. For projects with a DBE goal, if a DBE team member withdraws before final selection, the respondent firm must submit new DBE Schedules and request a substitution from the Construction Department.

**VII. Final Selection Committee**

**A. Selection Procedures**

1. **Membership.** The membership of the Final Selection Committees shall be as per **Attachment 8**.
2. **Preparation.** See Section VI.A.2 above.
3. **Interview/Presentation.** The interview will consist of a 15-minute (or as determined by the Construction Department) presentation followed by questions and answers. In instances where an alternative method of

interviewing, such as a telephone interview, is requested, such method is consistent with this PPM, if approved by the Construction Department.

4. **Evaluation.** Using **Attachment 9**, the Final Selection Committee will rank the firms based upon interview results and the evaluation criteria listed in **Attachments 4 - 7**. Consultant compensation shall not be a consideration for ranking.
5. **Tie.** Should the ranking result in a tie (lowest total score) for the most highly qualified firm, the Final Selection Committee shall select the firm with the most first place votes. If there is still a tie, S/M/WBE (or DBE, if applicable) participation will be used as a tie breaker. If there is still a tie, the Volume of Previous Work will be used as a tie breaker. The Final Selection Committee shall determine the tie breaker between the remaining firms in the same manner as the tie breaker for the most highly qualified firm.

**B. BCC Review**

The Final Selection Committee will submit to the BCC its recommendation of the firms in ranked order (see Section VIII. below).

**C. Post Notice of Selection**

The Construction Department will post notice of the selection and notify the proposers.

**VIII. BCC Procedures**

1. **Report.** The Construction Department shall report the Final Selection Committee's firms in ranked order, via email, to the BCC. If no member of the Board requests that the entire Board review the ranking of the Final Selection Committee meeting within ten (10) business days of such report, the Construction Department shall commence negotiations with the highest ranked firm (see Section IX. below).

If the highest ranked prime Respondent has included a conflict disclosure (for example if the prime consultant serves on a County advisory board), a Full Board Review is required to consider the disclosure and/or waiver of the conflict and to ask the Board to ratify the rankings before negotiations begin. If a subconsultant has included a conflict disclosure, this will be disclosed to the Board when the contract is presented to the Board for approval.

**2. Full Board Review.**

If an individual BCC member wishes the entire Board review the Final Selection Committee recommendation or the highest ranked Respondent has a conflict disclosure, the Construction Department shall prepare an agenda item presenting

the Final Selection Committee's ranking, and the disclosure if applicable, for review at a future BCC meeting. At that meeting, the BCC shall consider the order of ranking recommended by the Final Selection Committee, together with the minutes of the Final Selection Committee meeting.

If the Board votes to ratify the recommendation, it may then instruct the Construction Department to negotiate a consultant contract with the recommended firms in ranked order. The BCC may reject the Final Selection Committee's recommendation fully or partially; it may require the Short List Committee and Final Selection Committee to re-evaluate the proposals; it may require the project to be re-advertised; the BCC may vote to not continue with the project; or it may exercise any other power reserved to it.

#### **IX. Competitive Contract Negotiations**

The County Administrator, or his/her designee, shall negotiate a contract with the most highly qualified firm at compensation which is fair, competitive and reasonable. The County Administrator hereby designates the Construction Department Director, or his/her designee, to negotiate such contract. Should negotiations with the highest ranked firm fail, the Construction Department Director, or his/her designee, shall report same, in writing, to the County Administrator and the BCC and commence negotiations with the second ranked firm. Should negotiations with the second ranked firm fail, the Construction Department Director, or his/her designee, shall report same, in writing, to the County Administrator and the BCC and commence negotiations with the third ranked firm. Should negotiations with the third ranked firm fail, the Construction Department Director or his/her designee shall report same, in writing, to the County Administrator, the BCC and the Final Selection Committee, and the Final Selection Committee shall determine the next action. Such action may include, but is not limited to, holding interviews with the alternate firms that submitted proposals and conducting another selection with those firms or determining that the project should be re-advertised.

#### **X. Continuing Contracts**

Firms for Continuing Contracts are evaluated and selected under the same CCNA procedures as set out in this PPM. Construction Departments shall develop criteria for assigning projects to firms under the Continuing Contract so that the work is assigned to the most highly qualified firm to perform the specific services. Criteria for assigning work to consultants under a Continuing Contract should be similar to that listed on **Attachment 4**. The County shall not require firms providing CCNA Services under a Continuing Contract to compete against one another based on price.

#### **XI. Emergencies**

In the event of an Emergency, the County Administrator is authorized to direct negotiations with the most highly qualified firm available at the time.

**XII. Re-Use of Existing Plans**

CCNA does not apply to projects where the County is able to re-use existing plans from a prior project of the County. However, the public notice for any plans that are intended to be re-used at some future time must contain a statement that the plans are subject to re-use in accordance with F.S. 287.055(10).

**XIII. Consultant Fee Reporting**

A copy or notice of all authorizations that include professional architectural, engineering, landscape architectural, or surveying and mapping services shall be provided to the EPW CSM for the purpose of tracking the volume of previous work.

**XIV. Tracking S/M/WBE (or DBE, if applicable) Participation**

The Construction Department that issued the RFP is responsible for collecting S/M/WBE participation forms on the contract and submitting the forms to the Office of EBO for tracking. For projects with a DBE goal, the Construction Department that issued the RFP is responsible for collecting and tracking DBE participation. If several Construction Departments use a Continuing Contract, the Department that issued the RFP is still responsible for collecting this information, but all users of the Continuing Contract must submit S/M/WBE (or DBE, if applicable) tracking information to the responsible Department.

*Verdenia C. Baker*  
**VERDENIA C. BAKER**  
**COUNTY ADMINISTRATOR**

**Supersession History:**

1. PPM# CW-O-048, issued May 6, 1993
2. PPM# CW-O-048, issued August 8, 1997
3. PPM# CW-O-048, issued February 19, 1999
4. PPM# CW-0-048, issued September 12, 2000
5. PPM# CW-0-048, issued November 1, 2006
6. PPM# CW-0-048, issued December 9, 2009
7. PPM# CW-0-048, issued February 9, 2012
8. PPM# CW-O-048, issued December 1, 2013
9. PPM# CW-O-048, issued February 5, 2016
10. PPM# CW-O-048, issued November 7, 2016

**ATTACHMENT 1**  
**CCNA PROJECT ADVERTISEMENT - SAMPLE**

**PALM BEACH COUNTY**  
**NOTICE**

Pursuant to Florida Statutes 287.055, Notice is hereby given that Palm Beach County requires professional services on the following project:

**A L L E N G I N E E R I N G / A R C H I T E C T U R A L / L A N D S C A P E  
A R C H I T E C T U R A L / S U R V E Y I N G & M A P P I N G S E R V I C E S R E Q U I R E D F O R T H E  
P R E P A R A T I O N O F P L A N S A N D S P E C I F I C A T I O N S C O M P L E T E F O R F O R M A L  
A D V E R T I S I N G A N D R E C E I P T O F B I D S / S T U D Y / R E P O R T F O R [     ], P A L M  
B E A C H C O U N T Y , F L O R I D A .**

Consultants interested in this project are required to furnish one copy of their proposal no later than 4:00 P.M., , 20\_ with the following:

1. Letter of Interest (4 pages maximum) including reference to this Notice. Minimum font of 11 and minimum margins of 0.75" requested along with sufficient spacing within the letter.
2. GSA Form SF 330, to include those personnel within your firm, or sub-consultants who have expertise in the following categories: [     ]
3. A completed Prime Consultant Questionnaire.
4. A completed sub-consultant Letter of Intent to Perform and questionnaire (for each consultant).
5. EBO Schedules 1 and 2 *[Or, if applicable: DBE Schedules 1, 2 & 3.]*
6. Commercial Non-Discrimination Certification.
7. Conflict of Interest Disclosure Form

Relevant forms may be obtained by contacting the Roadway Production Division at 561- 684-4150 or at <http://www.pbcgov.com/engineering/roadwayproduction/rfps/>.

**Note:** In accordance with Palm Beach County Code 2-351 through 2-358, "Cone of Silence" hereby applies and shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation, and is defined as the prohibition on any communication, except for written correspondence, regarding a particular Request for Proposal, Request for Qualification, bid, or any other competitive solicitation between any person or person's representative seeking an award from such competitive solicitation, and/or any County Commissioner or Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract and shall terminate at the time the Board, or a County Department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which end the solicitation.

The proposals should be sent to:

Department  
Division  
West Palm Beach, FL 33406

Pursuant to the Palm Beach County Code Section 2-80.20 – 2-80.40 (EBO Ordinance), the County will provide contracting opportunities for S/M/WBEs in the area of professional services pursuant to Section 287.055, Florida Statutes, as amended, known as the "Consultants' Competitive Negotiation Act" (CCNA). *[OR, if applicable, revise this paragraph to refer to DBE opportunities if a DBE goal applies]*

**ATTACHMENT 1**  
**CCNA PROJECT ADVERTISEMENT - SAMPLE**

Responses will be evaluated based on the selection criteria set out in the County's PPM# CW-O-048 and the Affirmative Procurement Initiatives (APIs) determined by the County's Goal Setting Committee. The APIs for this solicitation are:

*[Select API(s) applied by the GSC]*

*[Evaluation Preferences, if applicable:*

*15 points have been allocated for NEW SBE Prime respondents.*

*OR,*

*15 points have been allocated for SBE Prime respondents (contracts less than \$500,000)*

*OR,*

*15 points shall be awarded based on the level of SBE dollar participation committed to on the prime respondent' team (contracts \$500,000 and greater)*

*OR,*

*15 points shall be awarded based on the level of M/WBE dollar participation that has been committed to on the prime respondent's team]*

*[Mandatory Goals, if applicable:*

*The SBE goal for this project is a mandatory minimum of \_\_% participation.*

*OR,*

*The M/WBE goal for this project is a mandatory minimum of \_\_% participation.*

*OR,*

*The segmented M/WBE goal(s) for this project is \_\_% participation by (list minority group) and \_\_% participation by (list minority group).*

*If a mandatory SBE or M/WBE goal applies to this solicitation, then any proposal that fails to comply with the required goal shall be deemed non-responsive after the period allowed for waiver requests has lapsed. If a proposer is unable to comply with a required goal, such proposer shall submit a request for a waiver or partial waiver at least 7 days prior to the proposal due date. If a proposer requests a waiver from a goal from the Office of EBO at least 7 days prior to the proposal due date, then the proposal due date will be extended pending the outcome of a waiver request. Additionally if the waiver is granted the solicitation will be amended accordingly and the due date extended again. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on the County's EBO Program.*

*OR, if applicable: Pursuant to 49 CFR Part 26, the County will provide contracting opportunities for Disadvantaged Business Enterprises (DBE's). The DBE goal for this project is a minimum of \_\_% participation.]*

Additional information pertaining to this document can be obtained from the \_\_\_\_\_ Department, \_\_\_\_\_ Division (\_\_\_\_-\_\_\_\_-\_\_\_\_).

**ATTACHMENT 1**  
**CCNA PROJECT ADVERTISEMENT - SAMPLE**

In addition, prior to submission of a proposal, any firm or individual, as prime consultant or as a sub-consultant, desiring to provide architectural, engineering, landscape architectural, or surveying and mapping professional services to Palm Beach County must first be CCNA certified with the Roadway Production Division of the Engineering and Public Works Department as qualified pursuant to law, and in accordance with the most administrative procedures for awarding of consulting contracts adopted by Palm Beach County.

Proposer must register in the County's Vendor Self Service ("VSS") at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> in order to propose on County contracts. If proposer intends to use subconsultants, proposer must also ensure that all subconsultants are registered as vendors in VSS.

Firms shall not add or delete team members, or adjust team participation after the proposal due date. If a S/M/WBE team member withdraws before final selection, the respondent firm must submit a new Subconsultant's Questionnaire Form or new Schedules 1 and 2 and request a substitution from the County's Office of Equal Business Opportunity. *[OR, if applicable, revise this sentence to read: If a DBE team member withdraws before final selection, the respondent firm must submit new DBE Schedules and request a substitution from the Construction Department.]*

In accordance with F.S. 287.133 (2) (a), persons and affiliates who have been placed on the convicted vendor list may not submit bids, contract with or perform work (as a contractor, supplier, subcontractor or consultant) with any public entity (i.e. Palm Beach County) in excess of Ten Thousand Dollars (or such other amount as may be hereafter established by the Florida Division of Purchasing in accordance with F.S. 287.017) for a period of 36 months from the date of being placed on the convicted vendor list.

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the implementing regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Any proposer may protest a notification of recommended award by submitting a written protest to \_\_\_\_\_ at \_\_\_\_\_ within five (5) business days after the posting of the notification of recommended award by the Department.

After the notification of recommended award has been posted, any unsuccessful proposer may request a debriefing from \_\_\_\_\_

Palm Beach County reserves the right to reject any or all responses; to waive any or all informalities and/or irregularities; to re-advertise with either an identical or revised scope, or to cancel the solicitation in its entirety.

**This Notice given this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ . PALM BEACH COUNTY, \_\_\_\_\_ DEPARTMENT**

**BY: \_\_\_\_\_ DIRECTOR, \_\_\_\_\_ DEPARTMENT**

**PUBLISH: THE PALM BEACH POST  
SUNDAY: \_\_\_\_\_, 20\_\_  
\_\_\_\_\_, 20\_\_**

**ATTACHMENT 2**  
**CCNA SHORT LIST COMMITTEES MEMBERSHIP**

Upon notice of proposers to be considered at a selection committee meeting, potential Short List Committee Members have a duty and an obligation to consider any conflict of interest or relationship, perceived or otherwise, that they may have with a proposer responding to a solicitation. **If a Short List Committee Member has a personal relationship with any of the proposers, said member must immediately recuse him/herself from the Short List Committee.**

The Short List Committee structure will vary depending upon the type of services requested. For **Engineering** projects and for **Departments not listed below**, the Short List Committee will consist of a quorum of five members, or their designees, as follows:

- Assistant County Engineer
- Director, Roadway Production
- Director, Traffic
- Director, Land Development
- Contracts Section Manager, Roadway Production
- Director, Construction Coordination
- Director, or Representative of the User Department(s)
- Director, Office of Equal Business Opportunity

For **Facilities Development and Operations** projects, the Short List Committee will consist of a minimum of five Committee members, or their designees, as follows:

- Director, Capital Improvement Division
- A project manager from Facilities Development and Operations
- Director or Representative of User Department
- Director of the Traffic Division
- Director, Building Division of Planning, Zoning and Building
- Director, Land Development, Engineering Department
- Director, Office of Equal Business Opportunity

For **Water Utilities Department** projects, the Short List Committee will consist of a minimum of five of the following members, or their designees, as follows:

- Director, Engineering Division
- Project Manager
- Wastewater Engineer
- Water Engineer
- Operations or Maintenance Representative
- Construction Manager
- Director, Office of Equal Business Opportunity

**ATTACHMENT 2**  
**CCNA SHORT LIST COMMITTEES MEMBERSHIP**

For the **Environmental Resources Management** projects, the Short List Committee will consist of a minimum of four of the following members, or their designees, as follows:

- Director, Department of Environmental Resources Management
- Director, Environmental Enhancement and Restoration Division
- Registered Engineer, Department of Environmental Resources Management
- Assistant County Engineer
- Director, Office of Equal Business Opportunity

For the **Department of Airports**, the Short List Committee will consist of a minimum of four of the following members, or their designees, as follows:

- Project Manager , Airports
- Director of Airport Operations or Airport Operations Manager
- Director of Airport Planning
- Director of Airport Maintenance
- Director of Airports Compliance for projects with a DBE goal
- One additional staff member from the Division originating the project
- Director, Office of Equal Business Opportunity for projects with a S/M/WBE goal.

The Department requesting professional services shall have the authority to add members to a Short List Committee in order to match project demands with appropriate Staff expertise.

With a written request and justification, the Department requesting CCNA services may request that the County Administrator modify the membership of the Short List Committee.

**ATTACHMENT 3  
SHORT LIST COMMITTEE EVALUATION FORM**

**EVALUATION FORM**

**PROJECT:** \_\_\_\_\_

**PROJECT NO.:** \_\_\_\_\_

**RATING**

<b>MAXIMUM SCORE</b>	<b>CRITERIA</b>	<b>NAME</b>	<b>NAME</b>	<b>NAME</b>
<b>50</b>	Ability, knowledge of design criteria and past performance of firm and the designated project team to satisfy the requirements of the project.			
<b>20</b>	Approach to the project, understanding of the project and quality of written response, including meeting schedule requirements.			
<b>10</b>	Volume of previous work awarded by the County over the past 4 years. (The firm with the most work receives the lowest score.)			
<b>2</b>	State Certified MBE (2 points for state certified MBE primes and/or subconsultants)			
<b>3</b>	Location of the firm's offices where work will be accomplished.			
<b>15</b>	<p><b>EBO PROGRAM Evaluation Preference as applied by the GSC</b>  <i>When finalizing this scoresheet, Construction Department must select one of the following evaluation preferences as applied by the GSC (See <b>Attachment 6</b> for an explanation of how to apply each preference); if no evaluation preference was applied by the GSC or if a DBE goal applies these points must be eliminated</i></p> <p><i>15 points for New SBE primes</i>  <i>Or</i>  <i>Contracts less than \$500,000: 15 points for SBE Primes.</i>  <i>Or,</i>  <i>Contracts \$500,000 or greater: up to 15 points for SBE participation for prime and subs</i>  <i>Or,</i>  <i>Up to 15 points for M/WBE participation for prime and subs</i></p>			
<b>TOTAL</b>				
<b>RANKING</b>				

\_\_\_\_\_  
**EVALUATOR (SIGNATURE)**

\_\_\_\_\_  
**EVALUATOR (PRINTED)**

\_\_\_\_\_, 20\_\_ SHORT LIST COMMITTEE MEETING, PALM BEACH COUNTY, FLORIDA

**ATTACHMENT 4**  
**SUMMARY OF SELECTION CRITERIA FOR SHORT**  
**LISTING AND FINAL SELECTION OF A/E FIRMS**

CRITERIA	POINT VALUE	
	FINAL SELECTION	SHORT-LIST
<p><b>1. Ability, knowledge of design criteria and past performance of firm and the designated project team to satisfy the requirements of the project.</b></p> <p><b>Areas of Consideration in the Evaluation:</b>  Professional qualifications of proposed project team to perform subject work; Demonstrated knowledge of design criteria for similar projects; Demonstrated past performance of the firm and project team in completing similar projects.</p>	<b>35</b>	<b>50</b>
<p><b>2. Approach to the project, understanding of the project and quality of the presentation/written response, including meeting time requirements.</b></p> <p><b>Areas of consideration in the evaluation:</b>  Demonstrated understanding of the project and County’s goals and objectives; Demonstrated innovation in project approach; Demonstrated ideas for cost-effectiveness; Quality and clarity of presentation/written response to the public announcement; Demonstrated ability to meet schedule requirements.</p>	<b>35</b>	<b>20</b>
<p><b>3. Volume of previous work awarded by the County</b> (See <b>Attachment 7</b> for calculation method, up to 10 points for volume of previous work)</p>	<b>10</b>	<b>10</b>
<p><b>4. *State Certified MBE</b> (See <b>Attachment 7</b>, 2 points for state certified MBE primes and/or subconsultants) [<i>*For federal projects these 2 points must be eliminated</i>]</p>	<b>2</b>	<b>2</b>
<p><b>5. *Location of the firm’s offices</b> where work will be accomplished. (See <b>Attachment 5</b> for calculation method, up to 3 points) [<i>*For projects where the funding is 50% or more State funds, these points must be eliminated</i>]</p>	<b>3</b>	<b>3</b>
<p><b>6. EBO PROGRAM – Evaluation Preference as applied by the GSC</b>  <i>Construction Department must insert one of the following evaluation preferences applied by the GSC into the Selection Committees scoresheets (See <b>Attachment 6</b> for an explanation of how to apply each preference); if no evaluation preference was applied by the GSC or if a DBE goal applies these points must be eliminated</i></p> <p>15 points for New SBE primes  Or  Contracts less than \$500,000: 15 points for SBE Primes.  Or,  Contracts \$500,000 or greater: up to 15 points for SBE participation for prime and subs  Or,  Up to 15 points for M/WBE participation for prime and subs</p> <p><i>[For federal projects or for projects where the funding is 50% or more State funds, these points must be eliminated]</i></p>	<b>15</b>	<b>15</b>

NOTE: No points will be awarded on items # 5 and 6 for team members providing only Unrequested Services.

**ATTACHMENT 5**  
**CALCULATIONS FOR LOCATION OF FIRM'S OFFICE**

**LOCATION OF FIRM'S OFFICE:**

**Method of determining points for location of work product of the team:**

Considering the entire project, up to 3 points may be awarded to a team, whether performed by the prime consultant, one or more sub-consultant(s), or both, based on the cumulative percent total of work that will be performed by personnel located within the teams' Palm Beach County offices. All consultants and/or sub-consultants shall submit, with their proposal: 1) a Business Tax Receipt issued by the Palm Beach County Tax Collector to verify the firm's permanent place of business and 2) a written statement ("letter of intent"), indicating the percent participation that each consultant and/or sub-consultant of the team is proposing to perform in the County. The County may take whatever action necessary to verify this information. Firms shall also clearly indicate the percentage of work that will be performed by the local office(s) and the percent of work (if any) that will be performed by offices outside of Palm Beach County. A minimum participation of greater than 25% of the project total is required for the team to receive points in this category of local office.

The Short List or Final Selection Committee may adjust the percentage of work indicated in the submittal if it is determined that the percentage is not reasonable.

Points, ranging from 0 to 3, will be awarded based on the total percent of local participation proposed by the team. A team participation of 25% or less will be awarded zero (0) points.

*NOTE: For projects where funding is 50% or more State funds, no local preference may apply. For federal A&E projects, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms to compete for the contract. (An appropriate number of proposers under CCNA would be three).*

**POINTS** - between zero and three points will be awarded by the short-list and final selection committee.

**NO ROUNDING WILL BE ACCEPTED**  
**ALLOCATION OF POINTS FOR LOCAL  
OFFICE PARTICIPATION**

Less than or equal to	25 percent .....	0 Points
> 25 percent    Less than or equal to	40 percent .....	1 Point
> 40 percent    Less than or equal to	70 percent .....	2 Points
> 70 percent    Less than or equal to	100 percent ...	3 Points

**ATTACHMENT 6**  
**CALCULATIONS FOR EBO PROGRAM PREFERENCES; DBE PREFERENCE**

**A. EBO PROGRAM –EVALUATION PREFERENCES:**

Prior to advertisement, a Construction Department will follow the process set out in CW-O-043 for review of each CCNA solicitation by the County’s Office of Equal Business Opportunity (Office of EBO) and for determination of the applicable API by the Goal Setting Committee (GSC). The Construction Department is responsible for incorporating any recommendations of the Office of EBO or GSC into the solicitation documents and for adding the correct API to the Selection Committees scoresheet. If approved by the Office of EBO, a Construction Department may take groups of contracts for the same type of CCNA services to the GSC for establishment of an API(s) for the same type of CCNA services, rather than taking each individual CCNA solicitation to GSC. Below is a description of how each of the EBO Program preferences are calculated. **No more than 15 points in total shall be awarded under this selection criteria. If no evaluation preference was applied by the GSC these points must be eliminated from the score sheet.**

**1. Evaluation Preference for New SBE Prime Firms**

For County certified SBEs, an SBE prime firm that has only received their first contract award with the County within the past year or has not received \$1,000,000 in cumulative payments from the County (whichever time period is longer) will be awarded 15 points under the preference for new SBE prime firms. See EBO Ordinance Section 2-80.27(3)(b).

To determine cumulative payments to an SBE Prime firm, the Construction Department must reference the County’s Advantage System.

**2. Evaluation Preference for SBE Primes and for SBE Participation**

Under the EBO Ordinance Section 2-80.27(3)(d), the calculation of the evaluation preference for SBE primes or for SBE participation is as follows:

**For contracts less than \$500,000:**

SBE Primes receive 15 Points

**For Contracts \$500,000 and greater, up to 15 points for prime and subconsultant SBE participation as follows:**

Zero SBE participation equals Zero Points

The respondent that proposes the highest SBE participation shall receive the maximum preference points (15) and respondents with lower SBE participation will receive fewer points based on how much lower they are than the highest participation, based on the following formula:

**Each Participation Submitted / Highest Participation Submitted = Multiplying Factor**  
**Then: Multiplying Factor x Maximum Points = Points Awarded (Rounded)**

**Example:** if the highest participation proposed is 60%, and the next highest participation is 45% and the next highest participation is 30%, then:

60%: the multiplying factor is  $.60/.60 = 1$  then  $1 \times 15 = 15$  points awarded

45%: the multiplying factor is  $.45/.60 = .75$  then  $.75 \times 15 = 11.25$  points awarded; rounded to 11

30%: the multiplying factor is  $.30/.60 = .5$  then  $.5 \times 15 = 7.5$  points awarded; rounded to 8

**ATTACHMENT 6**  
**CALCULATIONS FOR EBO PROGRAM PREFERENCES; DBE PREFERENCE**

**3. Evaluation Preference for M/WBE Participation**

Under the EBO Ordinance Section 2-80.27(4)(b), the evaluation preference for M/WBE participation is calculated as follows:

**M/WBE Participation Plan: Up to 15 points maximum.**

Zero M/WBE participation equals zero points

The respondent that proposes the highest M/WBE participation shall receive the maximum preference points (15) and respondents with lower M/WBE participation will receive fewer points based on how much lower they are than the highest participation, based on the following formula:

**Each Participation Submitted / Highest Participation Submitted = Multiplying Factor**

**Then: Multiplying Factor x Maximum Points = Points Awarded (Rounded)**

**Example:** if the highest participation proposed is 60%, and the next highest participation is 45% and the next highest participation is 30%, then:

60%: the multiplying factor is  $.60/.60 = 1$  then  $1 \times 15 = 15$  points awarded

45%: the multiplying factor is  $.45/.60 = .75$  then  $.75 \times 15 = 11.25$  points awarded; rounded to 11

30%: the multiplying factor is  $.30/.60 = .5$  then  $.5 \times 15 = 7.5$  points awarded; rounded to 8

**B. EBO PROGRAM - MANDATORY SBE OR M/WBE SUBCONTRACTING GOAL:**

If the GSC applies a mandatory SBE or M/WBE subcontracting goal to a CCNA solicitation, then any proposal submitted that fails to comply with the required goal shall be deemed non-responsive after the period allowed for waiver requests has lapsed. If a proposer is unable to comply with a required goal, such proposer shall submit a request for a waiver or partial waiver at least 7 days prior to the proposal due date. If a proposer requests a waiver from a goal from the Office of EBO at least 7 days prior to the proposal due date, then the proposal due date will be extended pending the outcome of a waiver request. Additionally if the waiver is granted the solicitation will be amended accordingly and the due date extended again. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>.

If the GSC applies a mandatory SBE or M/WBE subcontracting goal to a CCNA solicitation and no waiver is requested or granted, then the Construction Department must reject as non-responsive any proposal that fails to meet the mandatory subcontracting goal.

**C. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM GOAL:**

For projects where a DBE goal applies, firms shall be required to demonstrate good faith efforts, as defined in Appendix A, 49 CFR Part 26, to achieve the DBE goal. Firms shall be required to submit written evidence of good faith efforts by showing that they took all necessary and reasonable steps to achieve the DBE goal even if they were not fully successful. Examples of good faith efforts can be found in Appendix A to 49 CFR Part 26. The Construction Department will be responsible for determining whether or not sufficient good faith efforts have been demonstrated to achieve the DBE goal and the amount of DBE participation that may be counted toward achieving the established DBE goal in accordance with the requirements of 49 CFR Part 26 prior to consideration of responses by the Short List Committee. Failure of a firm to submit written evidence of good faith efforts to achieve the DBE goal as required by the solicitation shall result in the firm being considered non-responsive if the DBE goal is not achieved; however, no firm shall be denied an award of a contract on the basis that the firm failed to achieve the DBE goal if the firm has demonstrated good faith efforts to achieve the goal.

**ATTACHMENT 7**  
**CALCULATIONS FOR VOLUME OF PREVIOUS WORK; FOR STATE CERTIFIED**  
**MBE SELECTION CRITERIA**

**A. VOLUME OF PREVIOUS WORK**

To the APPLICANT: list all adjusted\* fees for contracts awarded or funded by Palm Beach County for ALL offices and, indicate total adjusted fees executed for the periods noted below.

Applicants must provide the same current fee information for all sub-consultants that will be used on the applicable project. Sub-consultant fees will be combined with those of the prime consultant when computing the adjusted fee to be considered.

**ADJUSTED FEES OF APPLICANT LISTED ACCORDING TO DATE OF AGREEMENTS FOR THE PERIODS NOTED.**

<u>PERIOD</u>	<u>TOTAL ADJUSTED FEE</u>	<u>FACTOR</u>	<u>FEE CONSIDERED</u>
(1) Current Fiscal Year			
(Oct. 1 - Sept. 30)	\$	x 1	\$
(2) Previous Fiscal Year			
(Oct. 1 - Sept. 30)	\$	x 0.75	\$
(3) Fiscal Year Once Removed			
(Oct. 1 - Sept. 30)	\$	x 0.50	\$
(4) Fiscal Year Twice Removed			
(Oct. 1 - Sept. 30)	\$	x 0.25	\$
<b>TOTAL FEE CONSIDERED</b>			\$ _____

**\* ADJUSTED FEES -**

1. Fees to the consultant awarded or funded by Palm Beach County minus fees sub-contracted out by the consultant plus fees for which the consultant is a sub-contractor.
2. The accuracy of the information provided on this form will be considered in the evaluation of the applicant. At the discretion of the Committee, up to five (5) points will be deducted from the overall score for any inaccuracies.

Reference may be made to the County's Consultant Considered Fees posted at <http://www.pbcgov.com/engineering/roadwayproduction/>. This site should not be used as a sole reference.

**ATTACHMENT 7**  
**CALCULATIONS FOR VOLUME OF PREVIOUS WORK; FOR STATE CERTIFIED**  
**MBE SELECTION CRITERIA**

**VOLUME OF PREVIOUS WORK  
POINTS EARNED**

Points	Adjusted Fee (AF) Considered
10	\$0 <= AF < \$100,000
9	\$100,000 <= AF < \$200,000
8	\$200,000 <= AF < \$300,000
7	\$300,000 <= AF < \$500,000
6	\$500,000 <= AF < \$700,000
5	\$700,000 <= AF < \$1,000,000
4	\$1,000,000 <= AF < \$1,300,000
3	\$1,300,000 <= AF < \$1,600,000
2	\$1,600,000 <= AF < \$2,000,000
1	\$2,000,000 <= AF < \$2,500,000
0	\$2,500,000 <= AF

Points will be awarded based on the percentage of proposed participation, by prime or subconsultant, times the individual team firm's total fee considered. The total volume of previous work to be considered for points shall be the summation of the individual team member's total fee considered times the percentage of involvement in the project of the individual team members (i.e. - Prime volume(70%) + Sub 1 volume(10%) + Sub 2 volume(10%) + Sub 3 volume(10%) = total volume).

The Committee may adjust the percentage of participation of a firm indicated in the submittal if it is determined that the percentage is not reasonable. The adjusted percentage shall be used to determine the points awarded to the team.

Reference may be made to the County's Consultant Considered Fees posted at <http://www.pbcgov.com/engineering/roadwayproduction/>. This site should not be used as a sole reference.

**ATTACHMENT 7**  
**CALCULATIONS FOR VOLUME OF PREVIOUS WORK; FOR STATE CERTIFIED**  
**MBE SELECTION CRITERIA**

**B. STATE CERTIFIED MBE.** Under F. S. 287.055, the County must consider whether a firm is a state certified MBE. If a prime and/or subconsultant team member is certified as an MBE by the Office of Supplier Diversity of the Florida Department of Management Services, then 2 points will be awarded. Proposer must include with its proposal the State certificate. **No more than 2 points shall be awarded under this selection criteria.**

**ATTACHMENT 8**  
**CCNA FINAL SELECTION COMMITTEES MEMBERSHIP**

Upon notice of proposers to be considered at a selection committee meeting, potential Selection Committee Members have a duty and an obligation to consider any conflict of interest or relationship, perceived or otherwise, that they may have with any proposer responding to a solicitation. **If a Selection Committee Member has a personal relationship with any of the proposers, said member must immediately recuse him/herself from the Selection Committee.**

The Selection Committee structure will vary depending upon the type of services requested, and will consist of the following members, or their designees:

For **Engineering and Public Works, Water Utilities, Landscape Architecture, Land Surveying and Mapping Services:**

- County Engineer
- County Administrator
- Director of Water Utilities
- Director of Contract Development and Control
- Director of the Department or Division for whose project the Selection is being made
- Director, Office of Equal Business Opportunity
- The Project Manager of the Department or Division originating the project, designated by the Department's or Division's Director

Four members shall constitute a quorum, at least two of which must be engineers or architects.

For **Airports Services:**

- County Engineer
- County Administrator
- Director of Airports
- Director of Contract Development and Control
- Director, Office of Equal Business Opportunity for projects with a S/M/WBE goal
- Deputy Director of Planning and Community Affairs for the Department of Airports
- A representative of the Division originating the project, designated by the Division's Director

Four members shall constitute a quorum, two of which must serve in Airport Management, Planning and Development, or be an engineer or architect.

**ATTACHMENT 8**  
**CCNA FINAL SELECTION COMMITTEES MEMBERSHIP**

**For Facilities Development & Operations, ERM, Architectural and Other Services:**

- County Engineer
- County Administrator
- Director of the Capital Improvements Division
- Director, Office of Equal Business Opportunity
- Director of Contract Development and Control
- Director of Water Utilities\*
- Capital Improvements Division Project Manager\*\*
- A representative of the Department originating the project, designated by the Department's Director, if for a Department not specifically listed in this section, except for ERM which shall have their Project Manager sit.

Four members shall constitute a quorum, at least one of which must be engineer or architect.

With a written request and justification, the Department requesting CCNA services may request that the County Administrator modify the membership of the Final Selection Committee.

\* In the case of ERM, the Director of Water Utilities shall sit for engineering, surveying, geophysical, oceanographic service and the Director of Planning Zoning & Building shall sit for planning services.

\*\* In the case of ERM, the Director of ERM shall sit for Capital Improvements Division Project Manager.

**ATTACHMENT 9**  
**FINAL SELECTION COMMITTEE EVALUATION FORM**

**EVALUATION FORM**

**PROJECT:** \_\_\_\_\_

**PROJECT NO.:** \_\_\_\_\_

**RATING**

<b>MAXIMUM SCORE</b>	<b>CRITERIA</b>	<b>NAME</b>	<b>NAME</b>	<b>NAME</b>
<b>35</b>	Ability, knowledge of design criteria and past performance of firm and the designated project team to satisfy the requirements of the project.			
<b>35</b>	Approach to the project, understanding of the project and quality of written response, including meeting schedule requirements.			
<b>10</b>	Volume of previous work awarded by the County over the past 4 years. (The firm with the most work receives the lowest score.)			
<b>2</b>	State Certified MBE (2 points for state certified MBE primes and/or subs)			
<b>3</b>	Location of the firm's offices where work will be accomplished.			
<b>15</b>	<p><b>EBO PROGRAM – Evaluation Preference applied by the GSC</b>  <i>When finalizing this scoresheet, Construction Department must select one of the following evaluation preferences as applied by the GSC (See <b>Attachment 6</b> for an explanation of how to apply each preference); if no evaluation preference was applied by the GSC or if a DBE goal applies these points must be eliminated</i></p> <p><i>15 points for New SBE primes</i>  <i>Or</i>  <i>Contracts less than \$500,000: 15 points for SBE Primes.</i>  <i>Or,</i>  <i>Contracts \$500,000 or greater: up to 15 points for SBE participation for prime and subs</i>  <i>Or,</i>  <i>Up to 15 points for M/WBE participation for prime and subs</i></p>			
	<b>TOTAL</b>			
	<b>RANKING</b>			

\* A ranking resulting in a tie for 1<sup>st</sup> place is not permitted. In the event of a tie for 1<sup>st</sup> place the Evaluator shall, at their sole discretion, modify the ranking so that only one (1) Consultant is ranked 1<sup>st</sup>.

\_\_\_\_\_  
**EVALUATOR (SIGNATURE)**

\_\_\_\_\_  
**EVALUATOR (PRINTED)**

\_\_\_\_\_, 20\_\_\_\_ **SELECTION COMMITTEE MEETING, PALM BEACH COUNTY, FLORIDA**

**ATTACHMENT J**

**ADDITIONAL FEDERAL AND STATE CONTRACT PROVISIONS**

# **PALM BEACH COUNTY GENERAL CONSULTING SERVICES**

## **EXHIBIT J**

### **Additional Contract Requirements for State and Federally Funded Projects**

The following terms and conditions are applicable to all contracts funded in whole or part by State or Federal funds including, but not limited to, AIP funds and Public Transportation Agreements.

#### **Access to Records and Reports (FAA A1.3)**

The Consultant must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### **Breach of Contract Terms (FAA A2.3)**

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **Title VI Solicitation Notice (FAA A5.3.1)**

The Palm Beach County Department of Airports, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

## **Title VI List of Pertinent Nondiscrimination Acts and Authorities (FAA A5.4.1)**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

## **Nondiscrimination Requirements/Title VI Clauses for Compliance (FAA A5.4.2)**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**Clean Air and Water Pollution Control (FAA A6.3)**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

**Contract Work Hours and Safety Standards Act (FAA A7.3)**

(1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

(3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

(4) Subcontractors.

The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

**Certification Regarding Debarment and Suspension (FAA A10.3.1/A10.3.2)**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**Texting When Driving (FAA A12.3)**

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

### **Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment (FAA A13.3)**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

### **Fair Labor Standards Act (FAA A15.3)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

### **Lobbying and Influencing Federal Employees (FAA A16.3)**

Consultant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person

who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **Occupational Safety and Health Act of 1970 (FAA A17.3)**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **Procurement of Recovered Materials (FAA A18.3)**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

### **Rights to Inventions (FAA A19.3)**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting

invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

**Seismic Safety (FAA A20.3.1)**

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

**Certification Regarding Tax Delinquency and Felony Convictions (FAA A21.3)**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (ü) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1. The applicant represents that it is ( ü ) is not ( ü ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. The applicant represents that it is ( ü ) is not ( ü ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency’s SDO to facilitate completion of the required considerations before award decisions are made.

## Term Definitions

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

### **Termination for Convenience/Default (FAA A22.3)**

See Article 5 – Termination of this Contract.

### **Trade Restriction Clause (FAA A23.3)**

The consultant certifies that with respect to this solicitation and any resultant contract, the consultant-

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

### **Veteran's Preference (FAA A24.3)**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

### **Prohibition Of Covered Unmanned Aircraft Systems (UAS) (FAA A26.3)**

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

#### **Compliance with Laws, Rules, and Regulations, Guidelines and Standards (FDOT PTGA S.11.f)**

The Consultant shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Contract and all federal, state, and local laws and regulations applicable to this Contract.

#### **Approval of Third Party Contracts (FDOT PTGA S.12.a)**

The County specifically reserves the right to review and approve any and all third party contracts before the County executes or obligates itself in any manner requiring the disbursement of funds, including consultant and purchase of commodities contracts, or amendments thereto. If the County chooses to review and approve third party contracts under this Contract, and the Consultant fails to obtain such approval, that shall be sufficient cause for nonpayment by the County. The County specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

#### **Convicted Vendor List (FDOT PTGA S.17.a)**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

#### **Discriminatory Vendor List (FDOT PTGA S.17.b)**

In accordance with Section 287.134, Florida Statutes, as may be amended, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.