

Board of County Commissioners

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County Administrator

Verdenia C. Baker

County Attorney's Office

www.pbcgov.com/Countyattorney

REQUEST FOR SUBMITTAL

RFS NO. 17-001

Palm Beach County Board of County Commissioners
and
County Attorney's Office
are seeking
Submittals for:

Ordinance Codification and Looseleaf Supplement Service

Date issued/available for distribution: April 14, 2017

Respondents **shall** submit one (1) unbound original, and two (2) copies bound of the complete submittal which must be received in the Offices of the County Attorney no later than **June 16, 2017, 4:00 p.m. local time. See Section 1.7 of the RFS for mailing instructions.**

**ENVELOPE MUST BE IDENTIFIED WITH THE
DEADLINE DATE FOR RECEIPT OF SUBMITTALS
AND
THE RFS NUMBER.**

CAUTION

As they are issued, all Amendments to solicitations will be available at the Office of the County Attorney or by email request of the Contact person listed in Section 1.8. It is the sole responsibility of respondents to check for any Amendments prior to the Deadline for receipt of submittals.

Palm Beach County shall not be responsible for the completeness of any Request for Submittal package not obtained directly from Office of the County Attorney.

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

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SECTION 1

GENERAL INFORMATION

1.1 ISSUING OFFICE:

This Request for Submittal (RFS) is issued for the County of Palm Beach (hereinafter referred to as "County") by the County Attorney's Office. The County Attorney's Office is the SOLE point of contact concerning this RFS. All communications regarding this RFS must be done through the County Attorney's Office. See Section 1.8 Contact Person.

1.2 HISTORY AND BACKGROUND

The County is located on the southeast coast of Florida and is the largest, in area, of the State's 67 counties. The County's 2,385 square miles include 1,977 square miles of land and 408 square miles of surface water. On average, population has increased 1.43% annually from 2000 to 2015. The County's FY 2016 population is estimated to be 1,378,417, a 1.3% increase from FY 2015.

On January 1, 1985, the COUNTY became a Home Rule Charter County, which allows the COUNTY to pass its own ordinances and laws as long as they do not conflict with state and federal laws. Since 1970 to the present, the COUNTY has enacted close to 2000 ordinances, averaging about fifty (50) ordinances per year, which includes ordinances relating to the Unified Land Development Code.

1.3 PURPOSE OF THE PROJECT:

The COUNTY is soliciting submittals from qualified Contractors experienced in codification services to codify the ordinances of the COUNTY. The present Code of the COUNTY is contained in two (2) loose leaf binders, with index tabs, and totals approximately 8225 pages, in double-column format. It was last codified in 1988 and has been supplemented over ninety (90) times (quarterly), with forty-two (42) internal supplement copies to the COUNTY. The COUNTY publishes its own Unified Land Development Code.

In addition to codifying the ordinances of the COUNTY, the CONTRACTOR shall furnish the Code on Contractor's website, which shall be accessible to the public. The website shall include an advanced search engine. The CONTRACTOR shall handle all sales and distribution of the Code and supplements to external subscribers (if any) as detailed herein under Section 4, Scope of Work/Services. The CONTRACTOR may retain the proceeds for the sale of the Code and supplements to external subscribers. The CONTRACTOR shall distribute all internal supplements to the County Attorney's Office.

1.4 PERIOD OF CONTRACT:

The proposed effective date of this Contract is August 2, 2017. The selected respondent(s) will provide services for a Three Year (3) period ending August 1, 2020. Two twelve (12) month renewal option(s) offered by the COUNTY, at the COUNTY's sole discretion, may be included.

1.5 QUALIFICATION OF RESPONDENTS:

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

1.6 TIMETABLE:

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

<u>Activity</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
RFS available	4/14/17		County Attorney's Office 301 N. Olive Ave., Ste. 601 West Palm Beach, FL 33401
Deadline for receipt of questions/comments	5/19/17	4:00 p.m.	County Attorney's Office 301 N. Olive Avenue, Ste. 601 West Palm Beach, FL 33401
Deadline for receipt of Submittals	6/16/17	4:00 p.m.	County Attorney's Office 301 N. Olive Avenue, Ste. 601 West Palm Beach, FL 33401
Evaluation/Selection Process	TBD	TBD	
Award Date	6/30/17		
Contract Start Date	8/2/17		

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

1.7 ENTERING SUBMITTALS:

All submittals must be sent on 8 ½" x 11" paper.

One (1) unbound original, and two (2) bound copies of the complete submittal must be received in the County Attorney's Office by June 16, 2017, before 4:00 p.m. local time. The original and all copies must be submitted in a sealed envelope or container. The respondent's complete return address must be included on the outer envelope

or wrapper enclosing any materials submitted in response to this RFS. The outer envelope or wrapper should be addressed as follows:

Respondent Name
Address
Phone No.

Palm Beach County
Board of County
Commissioners
County Attorney's Office
RFS No. 17-001

Title: Ordinance Codification and Looseleaf Supplement Service

Due Date: June 16, 2017, 4:00 p.m. local time

The County Attorney's Office hours are 8:30 a.m. to 5:00 p.m., Monday through Friday, excluding holidays observed by the County.

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

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

The submission of a submittal by a respondent will be considered by the County as constituting a legal offer by the respondent to perform the required services at the pricing submitted to the County identified therein.

1.8 CONTACT PERSON:

The contact person for this RFS is Lisa Barajas, Paralegal, at (561) 355-3388, e-mail address lbarajas@pbcgov.org in the County Attorney's Office.

Respondents are advised that from the date of release of this RFS until award of the contract, NO contact with County staff concerning this RFS is permitted, except as authorized by the contact person designated herein.

1.9 ADDITIONAL INFORMATION/AMENDMENT(S):

Any questions, comments (i.e., additional information or clarifications) must be submitted in writing via, e-mail or U.S. Mail to the address listed in the RFS Timetable (Section 1.6) or e-mail address listed for the Contact Person (Section 1.8) above. The request must contain the respondent's name, address, phone number, and e-mail address.

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

As they are issued, all Amendments to solicitations will be posted in the County Attorney's Office or by contacting the designated Contact Person (see Section 1.8)

It is the sole responsibility of the respondent to routinely check for any Amendments prior to the Deadline for receipt of submittals. The County shall not be responsible for the completeness of any RFS package not provided from the County Attorney's Office.

It is the respondent's sole responsibility to assure receipt of all Amendments. The respondent should verify with the designated Contact Person (see Section 1.8) prior to submitting a submittal that all Amendments have been received. Respondents are required to acknowledge the receipt of all Amendments as part of their submittal.

1.10 CONE OF SILENCE:

Respondents are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a respondent or anyone representing the respondent from communicating with any County Commissioner, County Commissioner's staff, or any County Employee authorized to act on behalf of the Board of County Commissioners to award this contract regarding its submittal, i.e., a "Cone of Silence."

The "Cone of Silence" is in effect from the date of the submittal, and terminates at the time that the COUNTY awards or approves a contract, rejects all submittals, or otherwise takes action which ends the solicitation process.

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

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

SECTION 2 GENERAL TERMS AND CONDITIONS

2.1 SUBMITTAL GUARANTEE:

Respondent guarantees their commitment, compliance, and adherence to all requirements of the RFS by submission of their submittal.

2.2 MODIFIED SUBMITTALS:

A respondent may submit a modified submittal to replace all or any portion of a previously submitted submittal until the Deadline for receipt of submittals. The County will only consider the latest version of the submittal.

2.3 WITHDRAWAL OF SUBMITTALS:

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

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

2.4 LATE SUBMITTALS, LATE MODIFIED SUBMITTALS:

Submittals and/or modifications to submittals received after the Deadline for receipt of submittals specified in RFS Timetable (Section 1.6) are late and shall not be considered.

2.5 RFS POSTPONEMENT/CANCELLATION:

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

2.6 COSTS INCURRED BY RESPONDENTS:

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

2.7 PROPRIETARY/CONFIDENTIAL INFORMATION:

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

2.8 NEGOTIATIONS:

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each submittal should contain the respondent's best price and technical offer.

2.9 SMALL BUSINESS ENTERPRISE:

Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that all business be afforded an opportunity for full participation in the free enterprise system. In order to implement the policy, the Board of County Commissioners of Palm Beach County, Florida is committed to ensuring full and equitable participation by small business enterprises in the provision of goods and services.

Contract Award Criteria

For purchases made as a result of this solicitation, the County shall consider SBE participation in evaluating respondent's submittals and making an award of a contract. Therefore, respondents are encouraged and urged to make every effort to actively seek certified SBE participation and include that participation as part of their submittal.

SBE Certification

Only those firms certified by Palm Beach County at the time of submittal opening shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the respondent to confirm the certification of any proposed SBE; therefore, it is recommended that respondents visit the on-line Vendor Directory [at www.pbcgov.org/osba](http://www.pbcgov.org/osba) to verify SBE certification.

Decertification

As part of the consideration for contract award under the SBE Ordinance, any firm/respondent decertified by Palm Beach County shall be considered non-responsive to the SBE requirements.

2.10 PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS:

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

2.11 RULES: REGULATIONS: LICENSING REQUIREMENTS:

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

2.12 CRIMINAL HISTORY RECORDS CHECK:

Pursuant to Palm Beach County Code Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of Contractors and subcontractors of Contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R- 2003-1274, as amended. In October 2013, compliance with the requirements of the U.S. Federal Bureau of Investigation's CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The respondent is solely responsible for understanding the financial, schedule, implications, and/or staffing implications of this Ordinance. Further, the respondent acknowledges that its submittal price includes any and all

direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

2.13 REVIEW OF SUBMITTALS:

Each submittal will be reviewed to determine if the submittal is responsive to the RFS. Submittals deemed to be non-responsive will be rejected without being evaluated by the County. A responsive submittal 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 submittal (as stated in Section 3). While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a submittal without evaluation, such substandard submissions may adversely impact the evaluation of your submittal, especially information relating to establishing financial/business stability. Respondents who fail to comply with all of the required and/or desired elements of this RFS, do so at their own risk.

2.14 EXCEPTIONS TO THE RFS:

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

2.15 SELECTION PROCESS:

All submittals timely received will be reviewed by the County Attorney’s Office to determine if each respondent has submitted the required information and met all Submittal Requirements (as stated in Section 3).

The County Attorney’s Office will evaluate all responses to this RFS that meet the Submittal Requirements and are deemed responsive. The County Attorney’s Office may evaluate all responsive submittals based solely on the information submitted with the submittal.

Accordingly respondents are urged to ensure that their submittal contains all the necessary information for the Department to fairly and accurately evaluate each of the criteria.

2.16 AWARD OF CONTRACT:

The award, if any, will be made to the responsive, responsible respondent whose submittal is considered to be the most advantageous to the County based on the County Attorney’s Offices’ opinion after review of every such submittal including, but not limited to, price.

2.17 STANDARD CONTRACT PROVISIONS (ATTACHMENT 1):

The selected respondent will be required to execute a contract similar to the attached Standard County Contract (Attachment 1). If a respondent has comments related to any of the provisions in this RFS and/or the contract sample, comments must be made, in writing, no later than the date specified in the RFS Timetable (see Section 1.6).

Standard County Contract provisions (general and specific) will be incorporated into any contract resulting from this RFS. Should any selected respondent and the County be unable to consummate a written contract, the County may proceed to the next most advantageous submittal or issue a new solicitation or cancel the procurement process in its entirety.

2.18 COMMENCEMENT OF WORK:

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

2.19 INSURANCE REQUIREMENTS:

Prior to the effective date of the Contract, it shall be the responsibility of the successful respondent to provide evidence of the minimum amounts of insurance coverage specified in Attachment 1, Article 10, to County Attorney's Office, c/o Paul King, Assistant County Attorney, 301 N. Olive Avenue, Ste. 601, West Palm Beach, FL 33401.

The successful respondent shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein (see Attachment 1, Article 10). Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as County's review or acceptance of insurance maintained by the successful respondent, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful respondent under the Contract.

2.20 SUCCESSFUL RESPONDENT NON-DISCRIMINATION POLICY:

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, the successful respondent warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information. Per resolution R-2014-1421, as may be amended, the successful respondent shall perform the following and shall

use the “Non- Discrimination Policy” form attached as Appendix E in order to do the same:

1. Submit to the County a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy of the County as set forth in this Section; **OR**
2. In the event that the successful respondent **does not** have a written non-discrimination policy or one that conforms to the County’s policy, the successful respondent shall sign and submit to the County a statement affirming that it will conform to the County’s non-discrimination policy as provided in Palm Beach County Resolution R-2014-1421, as may be amended.

Upon request from the Purchasing Department, the recommended awardee shall satisfy the requirements set forth in this Section prior to execution of a contract with the County. If the recommended awardee fails to satisfy the requirements set forth herein within a timely manner, the County, at its sole discretion, will cancel the Recommended Award. It is the responsibility of the successful respondent to maintain a written or non- written non-discrimination policy that conforms with the County’s policy as set forth in Resolution R-2014-1421, as may be amended, throughout the term of the contract. Failure to meet this requirement shall be considered default of Contract.

2.21 DRUG FREE WORKPLACE CERTIFICATION:

Respondents should submit with their submittal an executed Drug Free Workplace Certification (Appendix D) indicating that the respondent has implemented a Drug Free Workplace Program which meets the requirements of Section 287.087, F.S.

2.22 AUTHORIZED SIGNATURE:

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

SECTION 3 SUBMITTAL REQUIREMENTS

SUBMITTAL FORMAT AND CONTENT:

Format

Respondent **shall** submit one (1) unbound original, two (2) bound copies, and one (1) electronic copy in pdf (CD or flash drive) of the complete submittal. Submittals should be typed, double spaced and submitted on 8 ½" x 11" size paper. Copies should be bound using a single method of fastening (e.g., stapled, binder, etc.). Submittals should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.

Table of Contents

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

Letter of Transmittal

Submittals should contain a Letter of Transmittal addressed to Lisa Barajas, Paralegal, and should, at a minimum, contain the following:

- a. Identification of Respondent, including name, address and telephone number.
- b. Proposed working relationship between respondent and subContractors, if applicable.
- c. Name, title, address, telephone number, fax number and e-mail address of contact person during period of submittal evaluation.
- d. Signed by a person authorized to bind respondent to the terms of the submittal.

Technical Submittal

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

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

responsive.

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

**3.1 EXPERIENCE/QUALIFICATION/BACKGROUND/REFEREN
CESINFORMATION:**

3.1.1 Each respondent shall submit a detailed statement of their experience, qualifications, and background for providing code codification services.

3.1.2 Each respondent shall submit a minimum of three (3) references demonstrating the successful provision of code codification services, with the past five (5) year(s).

Each reference should include the following:

- a. Name of client company, contract name, addresses, telephone number, dollar amount of contracts and dates of service.
- b. Scope of Work, types of services performed and number of full-time staff provided.

3.2 KEY PERSONNEL AND OPERATIONS INFORMATION:

The respondent shall provide:

3.2.1 An Organizational Chart identifying the structure of the firm.

3.2.2 A list of all individuals assigned to work on this project, along with a complete resume detailing their experience, education, expertise, qualifications, and knowledge of the project.

3.2.3 A description of the role of each individual who will be working on this project.

3.2.4 The respondent shall identify projects of similar nature in which each individual who will be working on this project has been involved.

Required Appendices

3.3 PRICE SUBMITTAL INFORMATION:

The respondent shall submit the attached Price Submittal Page(s) (Appendix A) filled out and signed, with either a corporate seal affixed or notarized. The respondent shall indicate the amount of money to be paid by the County during the Contract term.

Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For vendors who do not have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at pbcpaymentmgr@mypalmbeachclerk.com or 561-355- 3295.

3.4 BUSINESS INFORMATION:

Each respondent shall complete and submit the attached Business Information Pages (Appendix B).

3.5 AMENDMENTS TO THE RFS:

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

Additional Appendices

3.6 ADDITIONAL INFORMATION:

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

SECTION 4 SCOPE OF WORK/SERVICES

4.1 PURPOSE OF THE PROJECT:

The County is soliciting submittals from qualified Contractors experienced in codification services to codify the ordinances of the COUNTY. The present Code of the County is contained in two (2) loose leaf binders, with index tabs, and totals approximately 8225 pages, in double-column format. It was last codified in 1988 and has been supplemented over ninety (90) times (quarterly), with forty-two (42) internal supplement copies to the County. The County publishes its own Unified Land Development Code.

In addition to codifying the ordinances of the County, the Contractor shall furnish the Code on Contractor's website, which shall be accessible to the public. The website shall include an advanced search engine. The Contractor shall handle all sales and distribution of the Code and supplements to external subscribers as detailed herein under Section 4, Scope of Work/Services. The Contractor may retain the proceeds for the sale of the Code and supplements to external subscribers. The Contractor shall distribute all internal supplements to the County Attorney's Office.

4.2 SCOPE OF WORK:

The CONTRACTOR shall perform the following tasks:

A. Editorial work on Code and Supplements

1. Edit all ordinances for punctuation, grammar, and style without changing the substance of any existing ordinance.
2. Number pages of the Code; prepare and maintain a complete and comprehensive table of contents, index, instruction sheet, up-to-date checklist, graphics, tables, historical notes identifying the sources from which each section is derived, cross-references and footnotes to tie together related sections, and a comparative table to track changes to the Code as they are made.
3. Continue codification of the Code in a similar manner and style (formatting) as currently exists. A copy of the current Code is available at the County Attorney's Office for inspection. Other inspection methods may be made available, upon request.
4. Prepare Code supplements, and provide drafts to the COUNTY for proofing and approval by the County Attorney's Office at least thirty (30) days prior to publishing code supplements.
5. Convert the current code from RTF (rich-text format) to a format that is compatible for publication on the Contractor's website, with the capability for users to download text in Word format.

B. Printing and Publishing Code and Supplements

1. Print the Code in final form, bind in mechanical loose leaf binders, and print future supplements as required by the COUNTY.
2. The Code shall be printed on 3-hole punched premium multi-purpose paper; durable binders (preferably red in color) shall be used; card stock dividers, with tabs, shall be used to separate sections of the Code.

3. Update the Code by the publication of supplements, on a quarterly basis, containing newly enacted COUNTY ordinances of a general and permanent nature, upon receipt from COUNTY after final enactment.
4. Provide the Code on Contractor's website, which shall be accessible to the public at no charge. The website shall include an advanced search engine with cross reference linking, and services such as printing, saving and emailing sections of the Code in WORD format. The Code shall be updated electronically on a monthly basis.
5. Provide the ability to post newly enacted ordinances on Contractor's website between electronic supplement updates, which includes a description and link to a PDF file of the new ordinance.
6. Provide COUNTY the ability to perform multi-code/multi-state search capabilities on Contractor's website.

C. Code and Supplement Distribution

1. CONTRACTOR shall keep an inventory of Codes and supplements to be stored by CONTRACTOR, at no cost to the COUNTY. The amount of inventory will be determined by the COUNTY, after consultation with CONTRACTOR.
2. CONTRACTOR shall handle all sales and distribution of the Code and future supplements to external subscribers. CONTRACTOR shall remit the state sales tax payments to the State of Florida for sales of the code to external subscribers.
3. CONTRACTOR shall mail copies of the Code and supplements directly to the County Attorney's Office for internal distribution.
4. CONTRACTOR shall prepare and print order forms that may be mailed to all potential subscribers of the Code and supplements to the Code.
5. CONTRACTOR shall store all undistributed copies of the Code and future supplements. All risk of loss or damage to the Codes or supplements shall be assumed by CONTRACTOR.

4.3 DIVISION OF EXPENSES

Contractor shall prepare invoice(s) and send to the County Attorney's Office detailing per page charges, total number of Codes and supplements being printed and sent. All invoices shall be accompanied by backup detailing any

applicable freight charges.

4.4 COUNTY'S RESPONSIBILITIES

The COUNTY shall perform the following tasks:

1. Send ordinances to CONTRACTOR in electronic format or hard copy.
2. Review e-mail acknowledgment by CONTRACTOR of receipt of ordinances from COUNTY.
3. Review proofs of supplements and notify CONTRACTOR of any changes.

SECTION 5 ATTACHMENTS

ATTACHMENT 1 - SAMPLE STANDARD CONTRACT

ATTACHMENT 1
SAMPLE STANDARD CONTRACT FOR
ORDINANCE CODIFICATION AND LOOSELEAF SUPPLEMENT
SERVICE

This Contract is made as of this _____ day of _____, 2017, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and _____ authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is _____.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide ordinance codification and looseleaf supplement services to the COUNTY as more specifically set forth in the Scope of Work/Services detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Paul King, Assistant County Attorney, telephone no. (561) 355-2734 or designee.

The CONTRACTOR'S representative/liaison during the performance of this Contract shall be _____, telephone no. _____.

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall commence services on _____ and complete all services by _____.

Reports and other items shall be delivered and/or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of _____ Dollars (\$_____). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a quarterly basis, or as otherwise set forth in Exhibit "B", Pricing for services rendered toward the completion of the Scope of Work/Services.

- B. Invoices received from the CONTRACTOR 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 thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This shall constitute CONTRACTOR'S certification that all services have been properly performed and all charges and costs have been invoiced to COUNTY. Any other charges not properly included on this final invoice are waived by the CONTRACTOR.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR 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 CONTRACTOR'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 CONTRACTORS. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONTRACTOR upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR 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.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

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

All of the services required hereinunder shall be performed by the CONTRACTOR 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.

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

All of the CONTRACTOR'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 CONTRACTOR is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONTRACTOR uses any subContractors on this project the following provisions of this Article shall apply:

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 CONTRACTOR shall promptly do so, subject to acceptance of the new subContractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The CONTRACTOR agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONTRACTOR understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONTRACTOR shall provide the COUNTY with a copy of the Contractor's contract with any SBE subContractor or any other related documentation upon request.

The CONTRACTOR understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONTRACTOR will only be permitted to replace a certified SBE subContractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONTRACTOR shall be required to submit to the COUNTY Schedule 1 (Participation of SBE- M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 8 - 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 CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR 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 9 - 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 10 - INSURANCE

- A. CONTRACTOR shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONTRACTOR shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the contract.
- B. **Commercial General Liability** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONTRACTOR shall provide this coverage on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability** CONTRACTOR shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONTRACTOR shall provide this coverage on a primary basis.
- D. **Professional Liability** CONTRACTOR shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. 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 CONTRACTOR'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. 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. 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 life of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than 3 years. CONTRACTOR shall provide this coverage on a primary basis.

Additional Insured CONTRACTOR shall endorse the COUNTY as an

Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONTRACTOR shall provide the Additional Insured endorsements coverage on a primary basis.

- E. **Waiver of Subrogation** CONTRACTOR hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. 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 to the policy, then CONTRACTOR shall agree to 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, which specifically prohibits such an endorsement, or which voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- F. **Certificate(s) of Insurance** Prior to execution of this Contract, CONTRACTOR shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (**10**) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County
c/o Paul King, Assistant County Attorney
301 N. Olive Avenue, 6th Floor
West Palm Beach, FL 33401

- G. **Umbrella or Excess Liability** If necessary, CONTRACTOR 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.

- H. **Right to Review** 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, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR 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 CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 - REMEDIES

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 CONTRACTOR.

ARTICLE 14 - CONFLICT OF INTEREST

The CONTRACTOR 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. The CONTRACTOR further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR 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 CONTRACTOR under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'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 16 - ARREARS

The CONTRACTOR 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 CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR 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, 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 CONTRACTOR 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 amended.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR 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 CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'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 CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR 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 CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

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 to audit, investigate, monitor, and inspect the activities of the CONTRACTOR, 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, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 21 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

CONTRACTOR has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the CONTRACTOR does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that CONTRACTOR will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - 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 24 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subContractors and CONTRACTORS 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 F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work/Services, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR 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 CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR 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 CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - 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:

Paul King, Assistant County Attorney
Palm Beach County Attorney's
Office 301 North Olive Ave.,
Ste. 601
West Palm Beach, Florida 33401

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

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR 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 Article 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

If CONTRACTOR'S employees or subContractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the CONTRACTOR shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County

Code (“Criminal History Records Check” section). The CONTRACTOR acknowledges and agrees that all employees and subContractors who are to enter a “critical facility” will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

ARTICLE 29 - REGULATIONS: LICENSING REQUIREMENTS

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR 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 30 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONTRACTOR: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the CONTRACTOR shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The CONTRACTOR 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 or as otherwise provided by law. The CONTRACTOR 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 CONTRACTOR does not transfer the records to the public agency.
- D. Upon completion of the Contract the CONTRACTOR shall transfer, at no cost to the County, all public records in possession of the CONTRACTOR 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 CONTRACTOR transfers all public records to the County upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically by the CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

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

Remainder of page intentionally left blank.

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

PALM BEACH COUNTY, FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY KATHLEEN M. SCARLETT
DIRECTOR OF PURCHASING

Kathleen M. Scarlett, Director

WITNESSES

CONSULTANT:

Signature

Company Name

Name (type or print) BY:

Signature

Signature

Typed Name

Name (type or print)

Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

SECTION 6 APPENDICES

- APPENDIX A - Price Submittal Page(s)
- APPENDIX B - Business Information
- APPENDIX C - Certification of Business Location
- APPENDIX D - Drug Free Workplace Certification
- APPENDIX E - Non-Discrimination Policy

**APPENDIX A
PRICE SUBMITTAL PAGES
RFS NO. 17-001**

Page 1 of 4

The following price is submitted as the all inclusive price to provide the COUNTY with ordinance codification and loose leaf supplement services in accordance with the Requirements/Scope of Work/Services set forth in this RFS document.

The CONTRACTOR certifies by signature below that this pricing is current, accurate, complete, and is presented as the Total Price for the three (3) year initial term, including all applicable overhead costs (i.e. warehousing, reports, shipping and handling, etc.) for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFS.

Upon award, the CONTRACTOR shall use the pricing stated under the Fixed Price column for the amount the COUNTY will be charged for each item. These rates shall remain fixed for the term of the Contract.

Note: *The Grand Total Three (3) Year Price as listed below shall be used for evaluation purposes only. Estimated Quantity/Year figures are estimates and are to be used for evaluation purposes only.

RENEWAL OPTION:

The successful CONTRACTOR shall be awarded a contract for three (3) years with the option to renew for two (2) additional twelve (12) month periods. The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations.

A. Web Service Price

Service	Unit	Fixed Price		Total Price
Annual fee for Web Service/Internet Access (includes all updates)	1	\$	X 3 years	\$
One-Time Setup Fee (Convert existing Code from RTF to format for website) with download to Word capability	1	\$		\$
Annual fee for Multi-Code/Multi-State search capabilities.	1	\$	X 3 years	\$

**APPENDIX A
PRICE SUBMITTAL PAGES
RFS NO. 17-001**

Page 2 of 4

B. Printing and Publishing

Note: The fixed unit price shall include the cost of each item to Contractor, plus all applicable overhead costs (i.e. warehousing, reports, etc.) and Contractor's profit. Prices shall remain firm for the initial three (3) year period.

*Estimated Quantity/Year figures are estimates and are provided for evaluation purposes only.

SERVICE	FIXED PRICE	UNIT	*ESTIMATED QUANTITY/ YEAR		TOTAL PRICE
**Supplement Codification 8-1/2" X 11" pages	\$	Per Printed Page	700	X 3 years	\$
Complete copy of the Code, binders and tabs (Internal subscriber price)	\$	Each	2	X 3 years	\$
Set of Binders and dividers with tabs (preferably red binder) (Internal subscriber price)	\$	Each set	2	X 3 years	\$
Total Printing and Publishing Price					\$

** To include 42 copies per supplement

Total Web Service Price (Section A)	\$ _____
Total Printing and Publishing Price (Section B)	\$ _____
*Grand Total Three (3) Year Price (Sections A & B)	\$ _____

**APPENDIX A
PRICE SUBMITTAL PAGES
RFS NO. 17-001**

Page 3 of 4

C. Shipping:

SERVICE	PRICE	UNIT		*ESTIMATED QUANTITY/YEAR		TOTAL PRICE
Internal Subscriber Postage (Charged to COUNTY for supplements mailed to COUNTY Attorney's Office)	Not to exceed direct cost of freight	Per set of Supplements	x	Up to 4	X 3 years	Direct cost
	Not to exceed direct cost of freight	OR Complete copy of Code	x	Up to 5	X 3 years	Direct cost
OrdBank	Not to exceed annual flat fee			1	X 3 years	
<p>The COUNTY shall pay to CONTRACTOR the price proposed on each line item.</p> <p>The CONTRACTOR certifies by signature below the following:</p>						

**APPENDIX A
PRICE SUBMITTAL PAGES
RFS NO. 17-001**

Page 4 of 4

a. This price is current, accurate, complete, and is presented as the Total Price, including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFS.

b. The Submittal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Submittal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.

c. This Submittal is current, accurate, complete, and is presented to the COUNTY for the performance of this contract in accordance with all the requirements as stated in this Request for Submittal.

d. The financial stability to fully perform the terms and conditions is as specified herein. The COUNTY reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the COUNTY.

IMPORTANT: FAILURE TO SUBMIT THESE PAGES WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE SUBMITTAL RESPONSE.

NAME (PRINT): _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO. _____

SIGNATURE: _____

Please affix corporate seal or have proposal notarized.

Notary

(Notary Expiration & Seal)

Date: _____

OR:

(Corporation seal)

**APPENDIX B
BUSINESS INFORMATION
RFS NO. 17-001**

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

Entity Address: _____

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

Form of Entity:

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

Federal I.D. Number: _____

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

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

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

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

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

SIGNATURE: _____

NAME (PRINT): _____

TITLE: _____

COMPANY: _____

APPENDIX C

CERTIFICATION OF BUSINESS LOCATION

RFS NO. 17-001

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

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

I. Respondent is a:

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

(Please indicate):

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

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

(Please indicate):

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

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

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

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

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

 (Signature)

 (Date)

APPENDIX D
DRUG-FREE WORKPLACE CERTIFICATION
RFS NO. 17-001

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

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

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

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

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

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

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

Signature

Date

APPENDIX E
NON-DISCRIMINATION POLICY
RFS NO. 17-001

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All respondents doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a respondent does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy, such respondent shall be required to check the applicable statement and sign below affirming it will conform to Palm Beach County's policy.

Check one:

- () Respondent hereby acknowledges that it **does not** have a written non-discrimination policy or one that conforms to Palm Beach County's policy and respondent hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R- 2014-1421, as may be amended.

OR

- () Respondent hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

OR

- () Respondent hereby attaches its non-discrimination policy which does not conform to the policy of Palm Beach County; however, respondent hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

NOTE:

Respondent's failure to either: (i) have a written or non-written non-discrimination policy in conformance with Palm Beach County's policy set forth above; **or** (ii) provide Palm Beach County, with the information set forth above, will render respondent non-responsive.

Respondent shall notify Palm Beach County in the event it no longer maintains a written or non-written non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

RESPONDENT:

Company Name

Signature

Name (type or print)

Title