



## NOTICE OF FUNDING OPPORTUNITY

Palm Beach County Public Safety Department/Division of Justice Services-  
Reentry is seeking proposals for:

### **ADULT POST-RELEASE REENTRY SERVICES FY26-FY27**

Contracts will be issued for one (1) two (2)-year period for the following categories:

- Case Management Services
- Transitional Job Programs

Date issued/available for distribution: January 13, 2025

#### Eligible Proposers:

Proposers must have a minimum of one (1) year experience providing services to formerly incarcerated adults.

Proposers **shall** submit one (1) electronic copy of the complete proposal response to the Notice of Funding Opportunity (NOFO) in a PDF format by email to the Department of Public Safety Contract Manager at [JS-ContractManager@pbc.gov](mailto:JS-ContractManager@pbc.gov) no later than February 18, 2025 (5:00 p.m.) local time.

**Mandatory Pre-Proposal Meeting:** January 22, 2025 (2:00 p.m.) local time\_  
4210 North Australian Avenue, West Palm Beach

**Selection Committee Meeting:** February 24, 2025 at (9:00 a.m.), local time at  
4210 North Australian Avenue, West Palm Beach

**SUBJECT LINE OF THE EMAIL MUST BE IDENTIFIED WITH THE TITLE:**  
ADULT POST-RELEASE REENTRY SERVICES FY26 to FY27, PROPOSER'S AGENCY NAME, SERVICE  
CATEGORY

#### **CAUTION**

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at [VSSPRD - Welcome to Palm Beach County's Vendor Self-Service \(VSS\) Registration System](#). As they are issued, all Amendments to solicitations will be posted under the applicable solicitation on our VSS system.

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

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

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**READ CAREFULLY AND COMPLY WITH ALL REQUIREMENTS**

## **SECTION I. GENERAL INFORMATION**

### **A. ISSUING OFFICE**

This notice of funding opportunity (“NOFO”) is issued by Palm Beach County, a political subdivision of the State of Florida (“County”), by and through its Public Safety Department (“Department”), on behalf of the Palm Beach County Board of County Commissioners (“Board”). The Department’s Division of Justice Services Reentry (“Reentry”) is the SOLE point of contact concerning this NOFO. All communications regarding this NOFO must be done through Reentry’s designated contact person (Refer to section II. D, Contact Person).

### **B. PURPOSE**

The purpose of this NOFO is to solicit proposals from qualifying agencies to provide services related to adult post-release reentry services commencing on July 1, 2025 – September 30, 2027 (FY26 – FY27). Contracts issued will be for one (1) two (2)-year period.

The NOFO and all associated documents will be available on the County’s online Vendor Self-Service (VSS) Registration System and the Reentry website at: [Public Safety - Justice Services Notice of Funding Opportunity \(NOFO\)](#) . Agencies registered in VSS may sign in to access or user may choose Public Access. A hard copy of the NOFO may also be obtained without charge from Reentry at 205 N. Dixie Highway, Suite 5.1130, West Palm Beach, Florida 33401; Monday through Friday, 8:00 a.m. to 5:00 p.m.

### **C. BACKGROUND**

Reentry was created in part, to contract with agencies that provide services to assist adults who are moderate-to-high risk of recidivating (based on a validated risk and needs assessment) and transitioning back to Palm Beach County after a period of incarceration. The Palm Beach County Reentry Task Force and its seven subcommittees, developed a *Reentry Task Force Strategic Plan* (*Strategic Plan*) with four intended reentry outcomes: 1) increased public safety, 2) reduced recidivism rates, 3) decreased number of crime victims, and 4) improved quality of life for COUNTY residents. The *Strategic Plan* is a dynamic document that is subject to modification and periodic updates and is available for review at <http://discover.pbcgov.org/publicsafety/justiceservices/PDF/Reentry/StrategicPlan.pdf>. The Public Safety Department – Division of Justice Services/Reentry encourages all those interested in submitting proposals to familiarize themselves with the *Strategic Plan*.

The adult post-release reentry services should be evidence-based. If awarded, proposers would be working directly with eligible reentry clients who have been convicted of a variety of offenses, including but not limited to: violent, sexual, and drug offenses.

C1. Adult post-release reentry service categories include C1.1-C1.3 below. Proposals should address at least one of the service categories:

C1.1 Case Management & General Client Support Services: Case management will include assessment, identification, and facilitation of services to address the basic and criminogenic needs of participants through individualized case planning, supportive services, and connections within the community. Case managers will have training in administering the Level of Service Case Management Inventory

(LS/CMI), risk/needs assessment, Risk-Needs-Responsivity Model, Motivational Interviewing, Cultural Competency and Trauma-Informed Care (TIC).

General Client Support Services shall include but not be limited to cognitive behavioral interventions, pro-social activities, employment assistance, medication/medical assistance, family reunification counseling, general educational classes, educational classes and therapies to address substance use disorders, and vocational training for adults. Further information regarding case management and general client support services is listed on **Attachment 8**.

C1.2. Transitional Job Program: Transitional job programs consist of hands-on employment training through the implementation of a designated transitional job to provide experiential learning, build skills and experience, coupled with a cognitive behavioral intervention (CBI). Ultimately, these temporary, subsidized transitional jobs help individuals secure and maintain unsubsidized employment and prepare for long-term success in the labor market. Reentry is seeking creative programs that focus on building a work history, supporting individuals in reentering the workplace, and providing meaningful work experience.

## **D. OPPORTUNITY OFFERED**

### **D.1. SERVICE CATEGORIES**

- Case management & General Client Support Services
- Transitional Job Program

Proposals **must address at least one of the above** service categories. The Proposer must have the ability to provide services in the selected Service Category in full or they will be required to enter into Memorandums of Understanding (MOU) with community-based agencies to fill the gap in services. Proposers **are permitted to address more than one** of the above Service Categories. One proposal must be submitted per service category if addressing more than one category. All proposers awarded a contract for services outlined in this NOFO will be expected to communicate and work together. Any awarded proposer must agree to refer adult post-release reentry participants to other awardees for services outlined in this NOFO prior to using other community-based agencies.

### **D.2. SERVICE CATEGORY 1:**

#### **CASE MANAGEMENT & GENERAL SUPPORT SERVICES**

Case Management & General Support Services have two billing categories. Case management is billed by a unit rate and reimbursed after services are rendered. Client support services are reimbursed by expenditure after proper documentation is received (i.e. receipts, sign-in sheets, etc.). If Proposers are unable to provide specific General Client Support Services (for example housing, substance abuse treatment, mental health treatment, education services), they will be required to form Memorandums of Understanding (MOU) with community-based agencies to fill the gap in services. For more information about case management and client support services, please refer to **Attachment 8**.

Proposers will be expected to meet the following requirements prior to providing client services:

#### **D.2.1 Case Managers must possess this minimum criteria:**

- Experience in social services as it relates to the criminal justice and/or reentry system
- Related Bachelor's degree or an equivalent history of experience
- Complete and obtain required training/certifications as determined by Reentry within 90 days of hire

- Familiar with community resources as it relates to the reentry system

#### **D.2.2 Case Manager Supervisors must possess this minimum criteria:**

- Related Bachelor's degree and two (2) years of experience in social services as it relates to the criminal justice and/or reentry system or an equivalent history of experience
- Previous supervisory experience
- Complete and obtain required training/certifications as determined by Reentry within 90 days of hire
- Familiar with community resources as it relates to the reentry system

#### **D.2.3 Service Delivery**

Proposers must be able to provide case management and general client support services according to specific timeframes (outlined in the Contract) as determined by Reentry. Case management supervisors will be expected to regularly staff and review cases to evaluate the effectiveness of services and ensure contract compliance.

The case management provider will be responsible for the coordination of services, managing a caseload and supporting the goals and achievement of reentry participants. Case management agencies will be expected to implement, provide or coordinate pro-social events/activities, program incentives, transportation services, employment assistance, medical financial assistance, substance use assessments/education, financial identification assistance, post-release education preparation classes, technology needs assistance and other basic needs assistance.

#### **D.2.4 Service Records and Documentation**

Proposers must be able to document all case management and general client support services within **three (3) business days** or as determined by Reentry. All documentation must be entered into the Reentry approved online data system, RENEW. Documentation includes, but is not limited to, case notes, scanned intake, assessment, and other paperwork/forms, supervisory review notes, client demographics, detainment location information, and other relevant information. Awarded proposers will be given access to RENEW and be provided with tutorial trainings by Reentry. All records must be maintained for seven (7) years.

#### **D.2.5 Assessments and Release Plans**

Proposer's staff will be required to complete the following assessments and release plans on all clients based on client needs:

- Level of Service Case Management Inventory (LS/CMI) Risk Assessment
- Pre-Release Plans
- Post-Release Plans
- Employment Readiness Assessments
- Any other Assessments deemed beneficial

#### **D.2.6 Required Meetings and Events**

Proposers will be required to meet with Reentry staff on a monthly basis, or at the Reentry's Criminal Justice Program Manager's discretion, to provide program updates and strategize on how to improve the County's reentry system. Proposers will also be required to be involved with the County's Reentry Task Force and should be available for other reentry trainings and events, as determined by Reentry.

### D.2.7 Budget and Reimbursement Rates

Proposers will be allocated an approved budget amount based on funding availability and program service capacity. The unit rate and administrative fee is contingent on funder approval and is subject to change during and after the lifecycle of this NOFO.

A funder approved unit rate will fund agency direct services staff salary and benefits, 3% annual salary increase and account for the expected chargeable hours per staff (direct services must account for a minimum of 60% of staff time). In addition to the funder approved unit rate, awardees will receive a 10% administrative fee based on units provided on a monthly basis. The administrative fee will only apply to case management units billed and will not be applied to general client support services billed. The administrative fee is designed to fund agency operating costs, supplement supervisory salaries and other administrative costs the awardees may incur.

Case Management & General Client Support Services Billing Example:

#### MONTH 1 – 2025

Case Management (Direct Services)	\$15.52 per unit x 1,440 units	=\$22,348.80
Client Support Services	(Based on Compensation Chart)	=\$9,000.00
Administrative Fee (10%)	(10% of Case Management)	=\$2,234.88
<b>Total Reimbursed for Month 1 - 2025</b>		<b>=\$33,583.68</b>

### D.2.8 GENERAL CLIENT SUPPORT SERVICES

#### BEHAVIORAL HEALTH SERVICES/TREATMENT

Behavioral Health Services are a necessary component of Reentry. When coordinating these services, providers must ensure that the below criteria are met for referral/MOU sources:

##### **Clinician Minimum Criteria**

- Licensed Mental Health Clinician
- Familiar with needs of returning citizens/community resources as it relates to the reentry system

##### **Service Records and Documentation**

Proposers must be able to document all mental health services within a **three business days**. All documentation must be entered into the Reentry approved online data system, RENEW.

### **D.3. SERVICE CATEGORY 2:**

#### **TRANSITIONAL JOB PROGRAM**

Proposers will be expected to meet the following requirements prior to providing client services:

##### **D.3.1 Program Management**

Transitional job placements must include a position description, with a clearly defined supervisor. This supervisor will be required to regularly communicate with County Reentry staff regarding the status of transitional job participants. Proposers will be required to maintain records for the transitional job participants and is responsible for ensuring that wages, employer's share of federal Social Security and Medicare taxes, unemployment, and worker's compensation insurance are paid if applicable. Wages and/or stipends must be at a rate agreeable to both the provider and Reentry prior to implementation.

Additionally, the transitional job proposer's host site(s) must ensure that timesheets are filled out appropriately. Proposers are responsible for training host sites and holding host sites accountable for transitional job program goals, rules, and policies. Proposers will be expected to work closely with Reentry to ensure high quality service delivery.

Proposers should be able to demonstrate their knowledge of transitional jobs as a workforce strategy that combines time-limited living wage paying jobs, skill development, and supportive services to transition participants rapidly and successfully into the labor market. Transitional job programs reflect a flexible evolving design comprised of core fundamental elements combined with elements tailored to the target population. These elements include: orientation and assessment, life skills and job readiness, career pathways planning, job placement and additional client support and incentives.

### **D.3.2 Career Services**

The transitional job proposer must provide career and supportive services. Proposals should clearly specify the structure for the provision of career and supportive services in both the program description and budget narrative sections. Transitional jobs provided should be developed to meet local job market demands. Transitional jobs provided should also assist and prepare reentry participants for realistic job opportunities.

Career services include:

- Assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities, and supportive service needs
- Job search and placement assistance
- Career counseling, including the provision of labor market information
- Referral to partners to meet work readiness and supportive service needs, including child care
- Additional services as defined by the Workforce Innovation and Opportunity Act (WIOA) section 134 (c)

### **D.3.3 Transitional Job and Pay**

Transitional jobs provided must be time limited (ideally 6 months or as approved by Reentry) and require at least fifteen (15) but not more than forty (40) hours of work per week. All transitional jobs must pay at least the State of Florida's minimum wage (\$14/hour at the release of this NOFO).

### **D.3.4 Host Sites**

Transitional job program proposers must be able to be a host site or have access to a host site to provide transitional job placements. A proposer may have multiple host sites but must provide day-to-day supervision of the transitional job participants while on site. Any use of external host sites will require pre-approval by Reentry and proposers must develop an MOU or agreement with each host site clearly laying out rules and responsibilities. Host sites may be developed on an on-going basis with Reentry approval.

### **D.3.5 Service Records and Documentation**

Proposers must be able to document all transitional job services within **three business days**. All documentation must be entered into the Reentry approved online data system, RENEW. Documentation includes, but is not limited to, case notes, scanned intake, assessment, and other paperwork/forms, supervisory review notes, client demographics and other relevant information. Any rewarded proposers will be given access to RENEW and be provided with tutorial trainings by Reentry. All records must be maintained for seven (7) years.

### **D.3.6 Budget and Reimbursement Rates**

Proposers will be allocated an approved budget amount based on funding availability and program service capacity. All rates are contingent on funder approval and are subject to change during and after the lifecycle of this NOFO. Additional funds may be available through support services funding. The current funder approved rate is \$550 maximum per participant per week. Reentry participants engaged in transitional job programs are required to take cognitive behavioral intervention (CBI) classes. Transitional job programs who are able to provide CBI classes as well will receive the current funder approved rate of \$25 per participant per class.

### **D.4. WHAT WORKS TO ADDRESS RECIDIVISM**

All proposers are recommended to follow evidence-based practices on what works to reduce recidivism.

### **D.5. MONITORING AND QUALITY CONTROL**

If selected, proposers agree to participate in further evaluation, conducted by Reentry, or on behalf of the Public Safety Department – Division of Justice Services and other State or Federal funders. In addition to monitoring, this may include an assessment to investigate program effectiveness. Accordingly, proposers must agree to:

- Provide data pertaining to clients served during the contract period as determined by Reentry staff
- Review the accuracy of the information about the service/program(s) and ensure information is maintained current

This funding will require data collection, tracking and reporting to Reentry on the efficiency and effectiveness of the program as a whole. Proposers must be able to provide specific metrics to the Reentry on a regular basis. The scope of data required may include, but is not limited to, the following:

- Post-release data, including but not limited to enrollment, referrals, and attendance
- Statistics concerning reentry participant program success
- Administer client satisfaction surveys provided by the Reentry
- Review the accuracy of the information about the service/program(s) and ensure information is maintained current

### **D.6. PROPOSALS AND AMOUNT OF FUNDS REQUESTED**

The funding available for adult reentry services (pre-release and post-release) will be approximately **\$1,053,350 annually**. If selected, proposers will be considered subrecipients of select funds. All rates and award amounts are contingent on funder approval and are subject to change during and after the lifecycle of this NOFO.

County adult reentry services (pre-release and post-release) are funded by local, state, and federal funding sources. Each funding source has its own terms and conditions, as well as reporting requirements, which will be part of any contract between County and the selected agencies/entities. If selected, proposers must adhere to these terms and conditions. This is including, but not limited to [2 CFR §200](#). For more information, please refer to **Attachment 1**.

Proposers should request only the amounts necessary to implement the proposed service/program(s) and are encouraged to seek funding from other sources. Funds will be awarded from an all-inclusive approach that dovetails points awarded, available funding, and community needs. Awards may be made in an amount less than requested. Final monetary awards will be negotiated during the contracting process with County.

## **E. QUALIFICATION OF PROPOSERS**

- Proposers will clearly identify how their service/program(s) address the service category for which the applicant is applying.
- Proposers will clearly identify how their service/program(s) address the four intended reentry outcomes as outlined in the *Strategic Plan*.
- Proposers seeking County assistance must be chartered or registered with the Florida Department of State, have been incorporated for at least two (2) agency fiscal years, and have provided services for at least one (1) year.
- Proposers must have a minimum of one (1) year experience providing services to formerly incarcerated adults.
- Proposers must demonstrate fiscal accountability through the submission of acceptable financial audits performed by an independent auditor.

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## SECTION II. INSTRUCTIONS TO PROPOSERS

### A. TIMELINE

The anticipated schedule and deadline for this NOFO and approval of the Award is as follows:

Activity	Date, Time, Location
NOFO available for download from VSS website	On or about: January 13, 2025, at Purchasing Department's VSS website: <a href="#">VSSPRD - Welcome to Palm Beach County's Vendor Self-Service (VSS) Registration System</a> .
<b>Mandatory</b> Pre-proposal Meeting	At 2:00 p.m. local time, on January 22, 2025, in SART Meeting Room at SART Center, 4210 North Australian Avenue, West Palm Beach
Final Day to submit written comments/questions	At 5:00p.m. local time, on January 29, 2025 by email to <a href="mailto:JS-ContractManager@pbc.gov">JS-ContractManager@pbc.gov</a>
Deadline for <b>electronic</b> submission of Proposals	At 5:00p.m. local time, on February 18, 2025 by email to <a href="mailto:JS-ContractManager@pbc.gov">JS-ContractManager@pbc.gov</a>
Selection Committee Meeting and Oral Presentations (if conducted)	At 9:00a.m. local time, on February 24, 2025, at SART Center, 4210 North Australian Avenue, West Palm Beach 33407
Notice of Award Recommendation Date	Anticipated February 28, 2025

**Note:** Reentry reserves the right to alter the dates and/or times set forth above at the Department's sole and absolute discretion.

### B. MANDATORY PRE-PROPOSAL MEETING

All proposers are required to have a representative attend a Mandatory Pre-proposal Meeting, which will be tentatively held at SART Center, 4210 North Australian Avenue, West Palm Beach, on January 22, 2025, 2:00p.m. local time.

#### **A PROPOSER'S FAILURE TO ATTEND THIS CONFERENCE SHALL RESULT IN DISQUALIFICATION OF ITS PROPOSAL.**

All proposers shall be required to sign an attendance sheet, which will be collected at the end of the Mandatory Pre-proposal Meeting.

### C. PROPOSAL SUBMISSION

1. All proposals must be submitted electronically to [JS-ContractManager@pbc.gov](mailto:JS-ContractManager@pbc.gov) no later than 5:00 p.m. local time on February 18, 2025
2. Complete the Cover sheet (**attachment 2**)
3. Use Times New Roman font, 12 point, double-spaced, standard 8 1/2" x 11"
4. Submit one (1) single electronic PDF for each service category addressed, to [JS-ContractManager@pbc.gov](mailto:JS-ContractManager@pbc.gov). The file shall be named: ADULT POST-RELEASE REENTRY SERVICES FY26 to FY27, Proposer's Agency Name, Service Category addressed

## **D. CONTACT PERSON**

The Contact person for this NOFO is Serenia Page-Beckton, Contract Manager. Her contact information is as follows:

Public Safety Department  
Division of Justice/Victim Services  
205 N. Dixie Highway, Room 5.1100  
West Palm Beach, Florida 33407  
Email – [JS-ContractManager@pbc.gov](mailto:JS-ContractManager@pbc.gov)

Notwithstanding any provision of this NOFO to the contrary, including but not limited to Section II E. Cone of Silence below, proposers are advised that from the date of release of this NOFO until award of the Contract, NO contact with Department staff (other than the Contact Person) is permitted, except as authorized by the Contact Person or as otherwise authorized or contemplated by this NOFO as part of the solicitation process (e.g. submission of questions, contract negotiations, pre-proposal meeting, etc.). NO contact is permitted with Selection Committee members concerning this NOFO from the date of release of this NOFO until the award of the contract, except at public selection committee meeting(s).

## **E. CONE OF SILENCE**

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

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

Proposers may, however, contact any County Commissioner, County Commissioner’s staff, or any County Employee authorized to act on behalf of the Board to award this contract(s) 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.

## **F. ADDITIONAL INFORMATION/AMENDMENTS**

Any questions, comments (i.e. additional information or clarifications) must be made, in writing via email to [JS-ContractManager@pbc.gov](mailto:JS-ContractManager@pbc.gov), no later than 5:00 p.m. local time, on January 29, 2025, to the Contact Person (see section II.D) above. The request must contain proposer’s name, address, phone number, and email address and specific service category about which the information is requested.

Questions should be as specific as possible, and the Department encourages participants to submit questions as early as possible. All questions received after the Mandatory Preproposal Meeting and answers to said questions will be posted, as amendments, to the Palm Beach County VSS system at the link below and on the

Department's Reentry website at [Public Safety - Justice Services Notice of Funding Opportunity \(NOFO\)](#).

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

Amendments to this NOFO will be posted on Palm Beach County VSS registration system at: [VSSPRD - Welcome to Palm Beach County's Vendor Self-Service \(VSS\) Registration System](#) as they are issued. Proposers should register or activate an account on the VSS website listed above.

It is the sole responsibility of proposers to routinely check the VSS website for any amendments that may be issued prior to the deadline for submission of proposals. County shall not be responsible for the completeness of any NOFO package not downloaded directly from this website.

It is the proposer's sole responsibility to assure receipt of all amendments. The proposer should verify with the Contact Person, prior to submitting a proposal, that all amendments have been received.

## **G. DISCLAIMER**

All documents and information, whether written, oral or otherwise, provided by the County related to this NOFO are being provided solely as an accommodation and for informational purposes only. The County is not making any representations or warranties of any kind as to the truth, accuracy, or completeness of such documents or information, or as to the sources thereof. The County shall have no liability whatsoever relating to such documents and information and all parties receiving the same shall not be entitled to rely on such documents and information, but shall have a duty to independently verify the accuracy of the information contained therein. Failure on the part of any proposer to examine, inspect and be completely knowledgeable of the terms and conditions of the contract, Reentry strategic plan, or any other relevant documents or matters, shall not relieve the selected proposer from fully complying with this NOFO.

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## SECTION III. PROPOSAL GUIDELINES

- Complete the Cover Sheet (**Attachment 2**)
- Submit the Proposal in the order of the Submittal Checklist (**Attachment 3**)
- Use Times New Roman font, 12 point, double spaced, standard 8 ½” x 11”
- Submit one (1) single electronic PDF file per service category addressed to the Contact person via email at [JS-ContractManager@pbc.gov](mailto:JS-ContractManager@pbc.gov). The file shall be named as follows: **ADULT POST-RELEASE REENTRY SERVICES FY26 to FY27, Proposer’s Agency Name, Service Category addressed**
  - **ALL** proposers shall address the questions and submit Section 1 Experience/qualifications (questions 1.1-1.6) and Section 3, Budget below, regardless of how many service categories they select.
  - Proposers must submit a separate proposal for each Service Category.
- Fully address the following questions and provide citations for all data sources, as applicable:

### Section 1. Experience/Qualifications (Section Total = 30 points)

TO BE COMPLETED & SUBMITTED WITH EACH PROPOSAL/SERVICE CATEGORY

- 1.1 Define your agency’s project management capacity/capabilities and experience with providing services to criminal justice involved clients. Please include years of experience with this population.
- 1.2 Describe the roles, responsibilities, expertise, and experience of key program staff for each Service Category your agency is applying for (including individuals from your agency, your partners, and consultants).
- 1.3 Describe the organization’s financial capacity to contract with the county, including ability to meet insurance requirements, staffing and organizational structure (include an organizational chart).
- 1.4 Provide examples of collaboration with other government, private, and non-profit agencies. Additional points will be awarded for agencies who collaborate and/or mentor local grassroots organizations in the Community.
- 1.5 Indicate how your agency will ensure staff receive required training as outlined in NOFO.
- 1.6 Describe your agency’s plan to collect and report client data to the Reentry program office, including the Monitoring and Quality Control data listed in the NOFO.

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## Section 2. Service Category (Section Total = 50 points)

SEPERATE PROPOSALS MUST BE COMPLETED FOR EACH SERVICE CATEGORY

### SERVICE CATEGORY 1. CASE MANAGEMENT & GENERAL CLIENT SUPPORT SERVICES

- 2.1 Clearly define any specialized programming your agency may offer reentry participants (ex. programs for sex offenders/predators, gang related crimes, participants with substance use disorder, etc.)
- 2.2 Describe the specific case management services your program will provide. Outline which, if any, evidence-based programming you are proposing to utilize in delivering services.
- 2.3 Indicate your program's proposed outcomes during the funding period and how your program will accomplish its goals.
- 2.4 Describe how services will be provided to those who reside in Northern, Southern and western regions of the county. Please include the accessibility of program site(s) to bus routes/public transportation and availability of day and evening services for participants
- 2.5 Define the estimated number of clients to be served for each Service Category for which your agency is applying.
- 2.6 Describe in detail, how the population served helped design, implement and evaluate your program. Please describe any ongoing involvement if applicable.
- 2.7 Case management & general client support services outlined in this NOFO are to be compliant with all Program Requirements listed in this NOFO. Describe, in detail, your agency's ability to plan to meet all Program Requirements. If your agency is unable to meet all Program Requirements directly, please include community based partners that would be used to address any gaps in services, identifying the roles and responsibilities of each. Please provide letters of intent from all proposed agencies that an MOU for these partner services will be completed if one does not already exist. If an MOU exists, please provide a copy of the executed MOU in lieu of letters of intent.
- 2.8 Relate how your Proposal is in line with what works to reduce recidivism. Describe any evidence based practices/programming and explain your process to ensure fidelity.
- 2.9 Indicate how cultural competency and trauma-informed care will be incorporated into service delivery.
- 2.10 Describe how your program plans to engage the target population, what barriers you think you will encounter and what strategies you will employ to overcome these barriers.
- 2.11 Please describe in detail your plan to assess for and address the behavioral health needs of the target population. If your agency is unable to meet all Program Requirements directly, please include community based partners that would be used to address any gaps in services, identifying the roles and responsibilities of each. Please

provide letter of intents from all proposed agencies that an MOU for these partner services will be completed if one does not already exist.

- 2.12 Mental Health Services/Treatment outlined in this NOFO are to be compliant with all Program Requirements listed in this NOFO. Describe, in detail, your agency's ability to plan to meet all Program Requirements.
- 2.13 Describe how the program assesses clients' needs and links them to identified services and explain why you think this approach is the best way to engage the target population and help them achieve the intended results. Include any research your agency did to identify and design the best approach to serve the target population and address the need.
- 2.14 Complete and attach to your Proposal, the Adult Post-Release Reentry Services Logic Model using the template as provided hereto as Attachment 6 and ensure outcomes are SMART (Specific, Measurable, Achievable, Realistic and Time-bound). Please describe the evaluation methodology of the program being proposed and how it appropriately measures and tracks outcomes.
- 2.15 Disclose other funding that your agency has received to address this need and identify other funding that is available to support your agency in addressing this need. Please explain how awarded funds will allow you to leverage additional dollars, if any and how your agency will continue to address this need if current funding ends.

## **SERVICE CATEGORY 2. TRANSITIONAL JOBS**

- 2.1 Describe the specific transitional job services your program will provide. Outline which, if any, evidence-based programming you are proposing to utilize in delivering services.
- 2.2 Indicate your program's proposed outcomes during the funding period and how your program will accomplish its goals.
- 2.3 Describe how services will be provided to those who reside in Northern, Southern and western regions of the county. Please include the accessibility of program site(s) to bus routes/public transportation and availability of day and evening services for participants
- 2.4 Define the estimated number of clients to be served annually.
- 2.5 Describe in detail, how the population served helped design, implement and evaluate your program. Please describe any ongoing involvement if applicable.
- 2.6 Describe your agency's past experience in managing quality workforce development programs, especially those similar to transitional job programs. Please include how your agency will address barriers to employment for reentry participants.
- 2.7 Please demonstrate your knowledge of transitional jobs as a workforce strategy that combines time limited wage paying jobs, skill development, and supportive services to transition participants rapidly and successfully into the labor market.

- 2.8 Describe, in detail, the transitional job options and career services your program has available to Reentry participants.
- 2.9 Transitional Job Programs outlined in this NOFO are to be compliant with all Program Requirements in this NOFO. Describe, in detail, your agency's ability to plan to meet all Program Requirements. If your agency is unable to meet all Program Requirements directly, please include community based partners that would be used to address any gaps in services, identifying the roles and responsibilities of each. Please provide letter of intents from all proposed agencies that an MOU for these partner services will be completed if one does not already exist.
- 2.10 Describe your agency's plan to collect and report client data to the Reentry program office, including the Monitoring and Quality Control data listed in this NOFO.
- 2.11 Complete and attach to your Proposal, the Adult Post-Release Reentry Services Logic Model using the template as provided hereto as Attachment 6 and ensure outcomes are SMART (Specific, Measurable, Achievable, Realistic and Time-bound). Please describe the evaluation methodology of the program being proposed and how it appropriately measures and tracks outcomes.

### **Section 3. BUDGET (Section Total = 20 points)**

**TO BE COMPLETED & SUBMITTED WITH EACH PROPOSAL/SERVICE CATEGORY**

#### **Program Budget (questions 1 to 4 below) = 10 points maximum:**

- 3.1 Complete and attach to your Proposal, a program budget using the template as provided hereto as **Attachment 4**. Review the 'sample' and 'guidelines' tabs provided before completing the template. Ensure the requested fund justifications are complete.
- 3.2 Disclose other funding that your agency has received to address this need and identify other funding that is available to support your agency in addressing this need. Please explain how awarded funds will allow you to leverage additional dollars, if any and how your agency will continue to address this need if current funding ends.
- 3.3 Attach to your Proposal:
- Total Agency Budget - The budget forms that are part of the Proposal do not need to be utilized for this budget.
- 3.4 Complete and attach to your Proposal, the Program Staff Template using the definition and template as provided hereto as **Attachment 5**.

#### **Financial Capacity (question 3 below) = 10 points maximum:**

- 3.5 Attach to your Proposal:
- The most recent completed audit report and management letter, preferably the agency's last fiscal or calendar year, and not older than two (2) years. If there were findings, describe corrective actions.
  - The most recent completed year-end financial statements.  
IRS Form 990 – Return of Organization Exempt from Income Tax for 501(c)(3) corporations or Comprehensive Annual Financial Report (CAFR) for public entities.

## SECTION IV. EVALUATION OF PROPOSALS

### A. REVIEW OF PROPOSALS

County staff will review each proposal to determine if the proposal is responsive to the NOFO. A responsive proposal is one which has been signed and submitted by the specified submission deadline and 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 your proposal. Proposers who fail to comply with all required and/or desired elements of this NOFO, do so at their own risk. Proposals deemed to be non-responsive by County staff will be rejected without being evaluated by the Selection Committee. **County reserves the right not to convene a Selection Committee if only one proposal per category, is received. If the one (1) proposal per category, received is deemed responsive, the County may elect to commence negotiations with the responsive proposer(s).**

### B. SELECTION COMMITTEE

The Selection Committee shall be comprised of subject matter experts from the County and subcommittees to Palm Beach County Reentry Taskforce.

### C. ORAL PRESENTATION(S)

Proposers may be required to make oral presentations to the Selection Committee and possibly answer questions in support of their proposal.

### D. SELECTION CRITERIA

The Selection Committee shall evaluate responsive proposals based on the following criteria:

1. Experience/Qualifications – (30 points maximum)
2. Service Category – (50 points maximum)
3. Program Budget – (10 points maximum)
4. Financial Capacity – (10 points maximum)

### E. RANKINGS

The Selection Committee is tentatively scheduled to meet in a public meeting on **February 24, 2025** at 9:00 a.m. local time at 4210 North Australian Avenue, West Palm Beach, FL 33407 to score each proposal by reviewing each proposal against the selection criteria. After review and discussion of all the responsive proposals, each Selection Committee member shall evaluate all responsive proposals based solely on the information submitted with the proposal. Each Selection Committee Member will score each proposal by reviewing each proposal against the selection criteria listed above. The scores for each criterion will be totaled, the scores will be tabulated and added to achieve the total points awarded to each proposal. Score Cards will be reviewed for completion and accuracy prior to the end of the Selection Committee Meeting. Access to the Selection Committee's proposal evaluation score cards will be available upon request.

After the Selection Committee has scored each proposal, either a finalist(s) will be selected based on its rank and the Selection Committee will make its recommendation for award of contract(s) or it will be determined

which proposals will be given further consideration for award and “shortlisted” to give an Oral Presentation.

## **F. AWARD RECOMMENDATION**

After the ranking process, the Department will post the Notice of Award Recommendation(s) on the Public Safety Department’s Reentry website at [Public Safety - Justice Services Notice of Funding Opportunity \(NOFO\)](#). The selected proposer(s) will be notified directly of the Notice of Award Recommendation(s). After posting the Notice of Award Recommendation(s) for five (5) business days, the County may elect, on the basis of the initial proposals received, to enter into negotiations for a contract with the selected proposer(s). If the County elects to initiate contract negotiations, these negotiations cannot involve changes in the County’s requirements or the Proposer’s proposal which would by their nature, affect the basis of the competition previously conducted.

Notwithstanding any provision of this NOFO to the contrary, the County, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all, proposals; commence a new solicitation process; postpone or cancel this NOFO process; waive any non-material irregularities in this NOFO or the proposals received as a result of this NOFO; and/or cancel any recommended award. Proposers, by submitting a Proposal, expressly waive any claim of damages, of any kind whatsoever, in the event the County exercises its rights provided for in this section.

## **G. RIGHT OF PROTEST/APPEAL**

Any Proposer may protest a recommendation for award(s) by submitting a written protest to Stephanie Sejnoha, Director of the Public Safety Department, within five (5) business days of the posting of the Notice of Award Recommendation.

The protest shall be submitted in writing, shall identify the protestor and the solicitation, shall include a factual summary of the basis for the protest, and shall be addressed to the Director of the Public Safety Department, via hand-delivery, via mail to 20 S. Military Trail, West Palm Beach, FL 33415, or via email to [ssejnoha@pbcgov.org](mailto:ssejnoha@pbcgov.org) and reference in the subject line: NOFO Adult Post-Release Reentry Services Protest. A protest is considered filed when it is received by the Director of the Public Safety Department.

Failure to file a protest within five (5) business days of the posting of the Notice of Award Recommendation(s) shall constitute a waiver of the Proposer’s right to protest.

## **H. STANDARD CONTRACT**

The selected proposer will be required to execute a County’s standard contract, sample attached hereto as **Attachment 8**. The sample has been included for informational purposes and should not be returned with the proposal. The County has standard contract terms which differ from those used by the private sector and which are not subject to negotiation. Such standard terms include, without limitation, the Agency shall not be indemnified nor shall it be entitled to attorney fees or costs in the event of disputes and/or litigation concerning the contract. The Agency will agree, subject to any sovereign immunity limits as applicable, to indemnify County for any damages, losses, claims, expenses or fines incurred in relation to the contract. In addition, the County has certain minimum insurance standards with which the successful proposer must comply. Those insurance requirements are determined by the County’s Risk Management Department and are outlined in **Article 10 of Attachment 8**.

## **SECTION V. TERMS AND CONDITIONS**

**1. Adherence to Requirements**

Proposer guarantees their commitment, compliance and adherence to all requirements of the NOFO by submission of their proposal, as indicated by signature on the Cover Sheet (**Attachment 2**).

**2. Modified Proposals**

Proposers may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for electronic submission of proposals. Only the latest proposal submitted will be considered.

**3. Withdrawal of Proposals**

A proposal may be withdrawn only by written notification, until February 18, 2025, deadline set forth for submission of proposals. Letters of withdrawal received after the deadline for submission of proposals specified in the NOFO Timeline (see section II. A) will not be accepted. The County will only consider the latest proposal submitted.

**4. Late Proposals, Late Modified Proposals**

Proposals and/or modified proposals uploaded after 5:00 p.m. ET on the Electronic Submission Deadline Date shall not be considered.

**5. Postponement/Cancellation**

Notwithstanding any provision of this NOFO to the contrary, the County, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all proposals, re-advertise this NOFO, postpone or cancel this NOFO process; and/or waive any non-material irregularities in this NOFO or the proposals received as a result of this NOFO. In addition, the Board may reject any proposal prior to award. Proposers, by submitting its proposal, expressly waives any claim of damages, of any kind whatsoever, in the event the County exercises its rights provided for in this subsection.

**6. Costs Incurred by Proposers**

All expenses incurred with the preparation and submission of proposals to County, or any work performed in connection therewith, shall be borne by the proposer. No payment will be made for proposals received, or for any other effort required of or made by the proposers, prior to commencement of work as defined by a contract approved by the Board.

**7. Proprietary/Confidential Information**

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the “Public Records Law” and the “Government in the Sunshine Law” respectively.

**8. Access and Audits; Office of the Inspector General**

The Agency shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least seven (7) 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 Agency’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 selected proposer(s), 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.

**9. Commencement of Work**

County's obligation will commence when the contract is approved by the Board or their designee, and upon written notice to the proposer(s). County may set a different starting date for the contract. County will not be responsible for any work done by the proposer(s), even work done in good faith, if it occurs prior to the contract start date set by County. The contract will be in substantially similar form as attached hereto as **Attachment 8**.

**10. 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 R2017-1770, as may be amended, the proposer 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, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into a Contract with the County, the proposer represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the proposer shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the proposer retaliate against any person for reporting instances of such discrimination. The Proposer 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 Proposer 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. Proposer shall include this language in its subcontracts.

**11. 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.

**SECTION VI. ATTACHMENTS**

**ATTACHMENT 1**  
**Terms & Conditions by Funding Sources**

**COUNTY AD VALOREM:** Please refer to **Attachment 9**

**FLORIDA DEPARTMENT OF CORRECTIONS—REPORTING REQUIREMENTS AND FINANCIAL PENALTIES:** This Contract is funded by the Florida Department of Corrections (FDC). The County has been granted a legislative appropriation that is managed by the FDC and such appropriation is subject to compliance with the terms of the FDC Purchase Order Agreement. Selected proposer(s) agree(s) to be bound by and to comply with the requirements of the Contractual Purchase Order, by and between the County and the FDC, as may be amended.

**JAG GRANT FUNDS:** The JAG program replaced the Byrne Formula Grant and Local Law Enforcement Grant as the primary block grant funding stream for state and local criminal justice agencies. For more information, please visit [Edward Byrne Memorial Justice Assistance Grant \(JAG\) Program | Overview | Bureau of Justice Assistance](#).

**2 CFR § 200:** Strengthens oversight to minimize risk of waste, fraud, and abuse. Office of Management and Budget (OMB) collaborated over three years with public and agency partners to develop 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, issued December 26, 2013. For more information, please refer to [https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

## ATTACHMENT 2 Cover Sheet Template

Legal name of agency	
Fictitious Name, (d/b/a), if applicable	
Mailing address	
Contact person	
Contact's email address	
Contact's phone number	
Name/Title of person(s) authorized to legally bind agency (sign contract)	
Please check off all service categories agency is applying for	<input type="checkbox"/> Case Management & General Client Support Services <input type="checkbox"/> Transitional Job Program
Program title(s)	
Specific target population, including number to be served	
Geographic area(s) served	
County Commission District(s) served	
Program status (existing or new program)	
Program start date (if a new program)	
Total program budget (program's total budget for one (1) year)	
Amount of funding request from County	
Names of additional external agencies to be used to coordinate services <i>(For Case Management agencies: please include your proposed external agency for substance use assessments/education)</i>	
<b>Overview</b> (three (3) sentence overview of the program – this must be short and concise, and will be used to communicate the purpose of programs and services to the Board and in various publications):          	

By: _____ Signature	_____ Printed name
_____ Title	_____ Date

### ATTACHMENT 3 Submittal Checklist

Note: Submittal Checklist should be initialed on each line to verify all components are submitted by Proposer.

Proposer's Initials		REENTRY STAFF USE ONLY (Staff Initials)	
	1	Attended <b><u>Mandatory</u></b> Pre-Proposal Meeting on January 22, 2025 at 2:00p.m., <b>local time.</b>	
	2	Prepared one (1) single electronic PDF format file per Service Category, verified to include all attachments, emailed to <a href="mailto:JS-ContractManager@pbc.gov">JS-ContractManager@pbc.gov</a> . The file shall be named as follows: <i>ADULT POST RELEASE REENTRY SERVICES FY26 to FY27, Proposer's Agency Name, Service Category</i>	
	3	Provided completed Cover Sheet ( <b>Attachment 2</b> ) <ul style="list-style-type: none"> <li>• All information provided</li> <li>• Signed</li> </ul>	
	4	Provided completed Proposal Guidelines ( <b>Section III</b> )	
	5	Provided letters of intent and/or executed, active MOUs for any external community based provider to fill gaps in services if applicable. ( <i>Case management agencies – please provide letter of intent or executed MOU with proposed substance use assessment/education provider</i> )	
	6	Provided a completed Program Budget – a sample Template ( <b>Attachment 4A or 4B based on service category applied for</b> )	
	7	Provided completed Program Staff Template ( <b>Attachment 5</b> )	
	8	Provided completed Logic Model Template ( <b>Attachment 6</b> )	
	9	Provided IRS Form 990, if a 501(c)(3) corporation ( <b>Attachment 7</b> ) for non-profit agencies or Comprehensive Annual Financial Report (CAFR) for public entities	
	10	Provided most recent completed Independent Audit and Management Letter, preferably the last fiscal or calendar year, and not older than two (2) years	
	11	Provided most recent completed Year-End Financial Statements	
	12	Provided completed Submittal Checklist ( <b>Attachment 3</b> )	
	13	Reviewed Sample Standard Contract ( <b>Attachment 9</b> ) <ul style="list-style-type: none"> <li>• For reference only, do NOT sign or include in Proposal</li> </ul>	

**ATTACHMENT 4A & B**  
**Program Budget Template (not required to use, but must include required detail shown on Template)**

Item #	Guidelines
1	A separate budget worksheet must be completed for each service category that the agency is applying for.
2	Please complete each column for each funder in detail. Please use Column A to describe in detail each expense.
3	The budget worksheet is not locked. Add line items and insert rows as appropriate for your program.
4	Do not enter data in cells that are grayed out.
5	Comments (notes) have been entered in various cells to help guide your entries.
6	Keep to the general format of the template.
7	You can format/auto sum cells that require totals to be entered.
8	If you wish to add your Agency name to the header/footer section, please do so.
9	Be sure that you list the relevant program name in cell B1.
10	If you have numerous funders for your program, insert additional columns to capture that summary data.

## ATTACHMENT 4A – Case Management & General Client Support Services Program Budget Template

Budget Items	Program Name	Palm Beach County Funding	
Program Period: FY2026 – FY2027		Proposed	
<b>TOTAL PROGRAM FUNDING AMOUNT =</b>			
<b><u>Program Expenses</u></b>	<b><u>Narrative</u></b>	<b><u>Total</u></b>	
<b>Personnel</b>			
Program Manager			
Program Assistant			
Fringe Benefits - Program Assistant			
Community Educator			
<b>Building /Occupancy</b>			
Rent/Lease			
Building Maintenance			
Insurance			
<b>Utilities</b>			
Electric			
Water			
Telephone			
<b>Project Supplies/Equipment</b>			
Office Supplies			
Postage/Shipping			
Printing			
Materials/Program Supplies			
Equipment Rental			
<b>Professional Fees</b>			
Conference Registration Fees			
Training			
Travel/Mileage			
<b>TOTAL PROGRAM EXPENSES =</b>		<b>\$</b>	<b>-</b>
<b><u>Administrative Expenses</u></b>	<b><u>Narrative</u></b>		
<b>Personnel</b>			
Executive Position #1 (JL)			
<b>Consulting Fees</b>			
XYZ Consultants			
<b>TOTAL ADMINISTRATIVE EXPENSES =</b>			
<b>Administrative % of PBC Award</b>			#DIV/0!

## ATTACHMENT 4B – Transitional Job Program Program Budget Template

<b>Budget Items</b>	<b>Program Name</b>	<b>Palm Beach County</b>
Program Period: FY2026 – FY2027		Proposed
TOTAL PROGRAM FUNDING AMOUNT =		
<b><u>Program Expenses</u></b>	<b><u>Narrative</u></b>	<b><u>Total</u></b>
<b>Personnel</b>		
Program Manager		
Program Staff		
Fringe Benefits - Program Staff		
<b>Host Site(s)</b>		
Rent/Lease		
Building Maintenance		
Insurance		
<b>Host Site(s) Utilities</b>		
Electric		
Water		
Telephone		
<b>Project Supplies/Equipment</b>		
Office Supplies		
Postage/Shipping		
Materials/Program Supplies		
Equipment Rental		
TOTAL PROGRAM EXPENSES =		\$

CBA Budget Items	CBA Program Name	Palm Beach County CBA	Program Funder #2	Program Funder #3	Program Funder #4	Total Program Funding (All Sources)
		Proposed	Confirmed	Pending	Pending	Pending
Program Period: FY 2020						
<b>TOTAL PROGRAM FUNDING AMOUNT =</b>		\$ 116,945.00	\$ 45,000.00	\$ 19,000.00	\$ 7,500.00	\$ 188,445.00
<b>Program Expenses</b>	<b>Narrative</b>	<b>Amount</b>	<b>Amount</b>	<b>Amount</b>	<b>Amount</b>	<b>Amount</b>
<b>Personnel</b>		\$ 72,445.00	\$ 45,000.00	\$ 17,500.00	\$ 7,500.00	\$ 142,445.00
Program Manager	Program manager position for community support service. Salary expense is 100% funded by PBC CBA award and includes fringe benefits.	\$ 25,000.00	\$ 30,000.00			\$ 55,000.00
Program Assistant	Program Assistant role is to support the program manager and community educator with daily tasks. This salary expense is 50% funded by PBC CBA award. Total salary expense is \$15,000, with 50% allocated to PBC (\$7,500). (Salary expense does not include fringe benefits)	\$ 7,500.00	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00	\$ 37,500.00
Fringe Benefits - Program Assistant	Fringe benefits expense for Program Assistant. Fringe benefits for this position total (\$1,800), with 30% allocated to Palm Beach County CBA in the amount of \$900.	\$ 900.00				\$ 900.00
Community Educator	Community Educator position is the primary interface with local schools, charities and support groups. Total Salary (including fringe benefits) billed to Palm Beach County CBA = \$39,045	\$ 39,045.00		\$ 10,000.00		\$ 49,045.00
<b>Building /Occupancy</b>		\$ 27,050.00		\$ -	\$ -	\$ 27,050.00
Programmatic Rent/Lease	*Note: Rent for area that house admin staff should be listed separately under admin section* Rent expense for Lake Worth facility. Total rental expense for FY16 = \$35,000. Allocation to Palm Beach County CBA award= \$20,000. Remaining \$15,000 will be paid by other operating income.	\$ 20,000.00				\$ 20,000.00
Building Maintenance	Maintenance expense for building XYZ	\$ 3,800.00				\$ 3,800.00
Insurance	Commercial, General, Liability Insurance	\$ 3,250.00				\$ 3,250.00
Utilities		\$ 3,900.00		\$ 1,500.00	\$ -	\$ 3,900.00
Electric	Electric Utility Services expense for location X	\$ 1,200.00		\$ 1,000.00		\$ 2,200.00
Water	Water Utility service for location X	\$ 850.00		\$ 500.00		\$ 1,350.00
Telephone	Telephone expense for landline at location X	\$ 350.00				\$ 350.00
<b>Project Supplies/Equipment</b>		\$ 4,900.00	\$ -	\$ -	\$ -	\$ 4,900.00
Office Supplies	Office supplies for program staff	\$ 500.00				\$ 500.00
Postage/Shipping	Postage expense for client related mail	\$ 750.00				\$ 750.00
Printing	Printing expense for program brochures	\$ 650.00				\$ 650.00
Materials/Program Supplies	Program materials to support client	\$ -				\$ -
Equipment Rental	Monthly equipment rental expense of X = \$500 (\$6000 per year). Palm Beach County covers this expense (\$3000).	\$ 3,000.00				\$ 3,000.00
<b>Professional Fees</b>		\$ 2,950.00	\$ -	\$ -	\$ -	\$ 2,950.00
Conference Registration Fees	Professional development program fee	\$ 350.00				\$ 350.00
Training	Out-of-state training expense for program/medical/intervention training for staff	\$ 1,500.00				\$ 1,500.00
Travel/Mileage	Mileage reimbursement for client and training related	\$ 1,100.00				\$ 1,100.00
<b>TOTAL PROGRAM EXPENSES =</b>		\$ 109,745.00	\$ 45,000.00	\$ 19,000.00	\$ 7,500.00	\$ 181,245.00
<b>Administrative Expenses</b>	<b>Narrative</b>					
<b>Personnel</b>		\$ 4,250.00	\$ -	\$ -	\$ -	\$ 4,250.00
Executive Position #1 (JL)	A 5% allocation of the Executive Director salary expense (including fringe benefits) will be billed to Palm Beach County CBA. Executive Director total salary expense = \$85,000. 5% allocation to Palm Beach County CBA = % \$4,250	\$ 4,250.00				\$ 4,250.00
<b>Consulting Fees</b>		\$ 2,950.00	\$ -	\$ -	\$ -	\$ 2,950.00
XYZ Consultants	Accounting and audit expenses for CBA program. Annual Accounting fee = \$950, Annual Audit fee = \$2,000. Total expense = \$2,950	\$ 2,950.00				\$ 2,950.00
<b>TOTAL ADMINISTRATIVE EXPENSES =</b>		\$ 7,200.00	\$ -	\$ -	\$ -	\$ 7,200.00
Administrative % of PBC Award			6%			

**ATTACHMENT 5**  
**Program Staff Template**  
*(Case Management & General Client Support Services ONLY)*

**Unit Cost of Service Definition:**

Case Management: The subrecipient shall provide case management by a qualified case manager for each program participant based on individual needs and willingness to participate, unless the program participant has been terminated from the Program. Case management shall be conducted with a program participant-centered approach that takes into consideration the most pressing of the program participant's needs. Every participant will receive, at a minimum, a risk and needs assessment and Plan of Care during the first 15 business days of enrollment.

Case management shall include: Outreach, Needs Assessment, Plan of Care, Follow-up/Plan Review, Employment Assistance, and all essential Case Management Services. Spreadsheets documenting services and total service units provided by each individual case manager to participants will be generated monthly by the award agency from the RENEW system and provided to Reentry program office for reimbursement.

	<u>Agency to complete green shaded areas</u>					
	<u>(copy columns as necessary for additional personnel)</u>					
Staff Name					<b>Group Rate</b>	
Staff Title						
Staff Salary						
Portion of time Devoted to NoFO Program (%)						
Total Direct Services Staff Hours Annually						
Estimated Direct Service Hours Annually						
Non-Direct Service Hours Annually (up to 40%) *This includes trainings, meetings, administrative time, etc.						
						<b>Total Staff Chargeable Hours</b>

**ATTACHMENT 6**  
**Logic Model Template**  
*(Case Management & General Client Support Services or Transitional Job Program)*

**PALM BEACH COUNTY DEPARTMENT OF PUBLIC SAFETY**

<b>Division: Justice Services</b>				<b>Program: Adult Post Release Reentry</b>			
<b>PROBLEM/SITUATION</b>	<b>SERVICES OR ACTIVITIES</b>	<b>OUTCOME</b>	<b>INDICATOR</b>	<b>RESULTS</b>	<b>MEASUREMENT TOOL</b>	<b>DATA SOURCE</b>	<b>FREQUENCY</b>
<i>Instructions:</i> Need/Problem/Situation	<i>Instructions:</i> What your Agency is doing, such as meetings, trainings, and events in order to achieve outcomes; include # of client serviced, timeframe & # of Units	<i>Instructions:</i> Statement of result expected, such as change in knowledge, skills, attitudes, behaviors, conditions.	<i>Instructions:</i> Number (#) and percent (%) of clients expected to achieve outcome (# of clients divided by # serviced)	<i>Instructions:</i> Actual number (#) and percent (%) of clients who achieve the outcome (# of clients who achieved the outcome divided by # served)	<i>Instructions:</i> Evidence collected (provide specific name of tool; example of tools include: pre/post surveys or assessments, progress reports	<i>Instructions:</i> Collection procedure & personal responsibilities	<i>Instructions:</i> Time and frequency of Evaluation/Outcome measurement
44% of individuals returning to the community are rearrested within one-year of release.	Participants will be provided with cognitive behavioral interventions, mentoring and other key services.	Decrease in the likelihood of re-offending or returning to prison.			<ul style="list-style-type: none"> <li>• RENEW</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>	
	Participants will have access to stable housing, community, resources, pro-social activities, and family counseling, if needed.	Participants will feel supported in their transition back into society, reducing their isolation and improving community ties.			<ul style="list-style-type: none"> <li>• Survey</li> </ul>	<ul style="list-style-type: none"> <li>• Survey of participants on their perceived social support, housing stability, and connection to family and community services.</li> <li>•</li> </ul>	
	Participants will be offered job readiness workshops, job placement services, and educational support, including GED preparation or vocational certifications.	Participants will gain meaningful employment or engage in education and vocational training to enhance their economic independence.			<ul style="list-style-type: none"> <li>• RENEW</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>	
	Participants will have access to counseling, therapy, substance-use treatment, or mental health services, and offer support in continuing care post-treatment.	Participants will have addressed underlying mental health issues and/or substance-use problems that may contribute to criminal behavior.			<ul style="list-style-type: none"> <li>• Client self-reports</li> <li>• Assessments</li> <li>• Case Manager evaluation on mental health and/or substance-use improvements.</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>	

	Retention strategies will be put into place, such as motivational interviewing, case management, and client-centered approaches to address individual needs.	Participants will remain engaged with the program and its services, improving their chances of success.			• RENEW	• Track attendance, participate, and retention rates in the program. •	
	Participants will have access to family counseling or communication skills trainings ensuring they have the support they need.	Reinforce family and social support systems to reduce isolation and encourage positive influences in participants' lives.				• Evaluate the participants' relationships with family members or support systems before and after program participation. •	
	Agency will facilitate access to healthcare services; including physical, mental and dental care, as well as public benefits (e.g., Medicaid, food stamps)	Participants will have gained access to healthcare services; including physical, mental and dental care, as well as public benefits (e.g., Medicaid, food stamps)			• RENEW	• Client reports on access to healthcare services and benefits before and after participation. •	
	Services will be tailored to meet the diverse needs of returning residents, taking into account their individual backgrounds, including race, ethnicity, gender, and trauma history.	Participants were offered services tailored to meet their diverse needs, taking into account their individual backgrounds, including race, ethnicity, gender, and trauma history.			• Client satisfaction surveys	•	
						•	
						•	

**ATTACHMENT 7 (not-for-profits only)**  
**IRS Form 990 – Return of Organization Exempt from Income Tax**

Form **990** **Return of Organization Exempt From Income Tax** OMB No. 1545-0047  
 Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)  
 ▶ Do not enter social security numbers on this form as it may be made public.  
 ▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Department of the Treasury Internal Revenue Service **2018** **Open to Public Inspection**

**A** For the 2018 calendar year, or tax year beginning **2018**, and ending **20**

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization  
 Doing business as  
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
 City or town, state or province, country, and ZIP or foreign postal code

**D** Employer identification number  
**E** Telephone number  
**G** Gross receipts \$

**F** Name and address of principal officer:  
 H(a) Is this a group return for subordinates?  Yes  No  
 H(b) Are all subordinates included?  Yes  No  
 If "No," attach a list. (see instructions)

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) (insert no.) 4947(a)(1) or  527

**J** Website: ▶  
**H(c)** Group exemption number ▶

**K** Form of organization:  Corporation  Trust  Association  Other ▶  
**L** Year of formation: **M** State of legal domicile:

**Part I Summary**

**1** Briefly describe the organization's mission or most significant activities:

**2** Check this box  if the organization discontinued its operations or disposed of more than 25% of its net assets.

**3** Number of voting members of the governing body (Part VI, line 1a) **3**

**4** Number of independent voting members of the governing body (Part VI, line 1b) **4**

**5** Total number of individuals employed in calendar year 2018 (Part V, line 2a) **5**

**6** Total number of volunteers (estimate if necessary) **6**

**7a** Total unrelated business revenue from Part VIII, column (C), line 7 **7a**

**7b** Net unrelated business taxable income from Form 990-T, line 15 **7b**

	Prior Year	Current Year
<b>8</b> Contributions and grants (Part VIII, line 1h)		
<b>9</b> Program service revenue (Part VIII, line 2g)		
<b>10</b> Investment income (Part VIII, column (A), lines 2, 3, and 7d)		
<b>11</b> Other revenue (Part VIII, column (A), lines 4, 5, 6, 8, 9c, 10c, and 11e)		
<b>12</b> Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)		
<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1–3)		
<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4)		
<b>15</b> Salaries, other compensation, and employee benefits (Part IX, column (A), lines 5–10)		
<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11)		
<b>16b</b> Total fundraising expenses (Part IX, column (D), line 25)		
<b>17</b> Other expenses (Part IX, column (A), lines 11a–11d, 11e, 11f, 11g, 11h, 11i, 11j, 11k, 11l, 11m, 11n, 11o, 11p, 11q, 11r, 11s, 11t, 11u, 11v, 11w, 11x, 11y, 11z)		
<b>18</b> Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)		
<b>19</b> Revenue less expenses. Subtract line 18 from line 12		

	Beginning of Current Year	End of Year
<b>20</b> Total assets (Part X, line 16)		
<b>21</b> Total liabilities (Part X, line 26)		
<b>22</b> Net assets or fund balances. Subtract line 21 from line 20		

**Part II Signature Block**

Under penalties of perjury, I declare that I have prepared this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here** ▶ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Type or print name and title: \_\_\_\_\_

**Paid Preparer Use Only**

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶	Firm's EIN ▶	Phone no.		
Firm's address ▶				

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No

For Paperwork Reduction Act Notice, see the separate instructions. Cat. No. 11282Y Form **990** (2018)

**Please submit fully completed Form 990.**

## ATTACHMENT 8

### Case Management and Client Support Services

#### **Case Management: Including but not limited to-**

- Possess the competencies required to provide culturally and linguistically appropriate services.
- Every effort shall be made to hire and/or contract staff with the capacity to be responsive to the needs of people returning to the County after a period of incarceration.
- The minimum requirements for case managers include:
  - Valid Florida Driver's License;
  - Training in Motivational Interviewing;
  - Maintain professional demeanor at all times;
  - Excellent verbal and written communication skills;
  - Ability to learn and use the RENEW database to document case notes;
  - LS/CMI certification;
  - Excellent time management, problem solving and organizational skills.
- The essential case management services that shall be performed by a case manager are but not limited to:
  - Performs outreach & recruitment activities for targeted reentry participants;
  - Receive and review referrals for new participants;
  - Meet with individual participants, administer and/or review the LS/CMI assessment and assess participant's criminogenic need;
  - Identify the assets and barriers of participants through observation, interviews, case notes, collateral contacts, and other means;
  - Utilize the LS/CMI, develop an individualized case plan with short and long-term goals in collaboration with the participant, with a focus of moving toward self-sufficiency; and define the process for attainment of goals;
  - Provide services utilizing Motivational Interviewing, Harm Reduction and Trauma Informed Care principles;
  - Document all case progress notes in RENEW;
  - Transport and assist clients with vital appointments for transition (i.e. attend court hearings, medical appointments, obtaining ID/driver license, Social Security appointments, applying for food stamps, etc.);
  - Engage in advocacy on behalf of participant;
  - Monitor case plan progress;
  - Advocate on behalf of the participants for other services within the community. This includes coordinating with substance abuse providers, providing life skill classes, job skill assessment and training, off-site counseling services, and any other services deemed necessary to resolve a participant's homelessness;
  - Provide transition materials, as well as, plan workshops, special events, and engage speakers;
  - Serve as client liaison between program and other support agencies;
  - Research and recommend resources based on participants' needs and desires;
  - Document the assessment of client progress toward goals, providing support and changes where necessary;
  - Complete case note documentation ensuring notes are detailed, comprehensive, address participant's involvement with their plan and documents participants' progress or lack thereof towards goal/objective attainment. Ensures a case note is completed for every contact made with the participant as well as for every contact made on behalf of a participant;
  - Attend and actively participate in team meetings providing clinical input/insight/feedback utilizing a solution-oriented approach;

**Client Support Services: Including but not limited to--**

- Transportation;
- Employment Assistance;
- Basic Needs;
- Technology;
- Medical Financial Assistance;
- Financial Identification Assistance;
- Education Preparation Class;
- Substance Use Assessments;
- Substance Use Education;
- Mental Health Assessment;
- Mental Health Treatment (Individual or Group Sessions);
- Transitional Housing;
- Vocational Training; and
- Pro-Social Activities.

**ATTACHMENT 9**  
**Sample Standard Contract**

***FOR***  
***REFERENCE***  
***ONLY***

***NOT FOR SUBMITTAL***  
***NOT FOR SIGNATURE***

**CONTRACT FOR**

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This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 a \_\_\_\_\_ authorized to do business in the State of Florida, hereinafter referred to as the ENTITY (including but not limited to consultant, vendor, contractor, sub-recipient), whose Federal I.D. is \_\_\_\_\_.

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

**ARTICLE 1 - SERVICES**

The ENTITY'S responsibility under this Contract is to provide \_\_\_\_\_, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

**ARTICLE 2 - SCHEDULE**

The ENTITY shall commence services on \_\_\_\_\_ and complete all services by \_\_\_\_\_. The Parties agree that the ENTITY will be entitled to payment for services rendered beginning on \_\_\_\_\_, notwithstanding the date the contract is executed by the Board of County Commissioners.

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

**ARTICLE 3 - PAYMENTS TO ENTITY**

Dollars (\$ \_\_\_\_\_). The ENTITY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The ENTITY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in

Exhibit "B" for services rendered toward the completion of the Scope of Work. 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.

- B. Invoices received from the ENTITY 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. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". 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.
- D. Final Invoice: In order for both parties herein to close their books and records, the ENTITY will clearly state "final invoice" on the ENTITY'S final/last billing to the COUNTY. This shall constitute ENTITY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the ENTITY.
- E. In order to do business with Palm Beach County, ENTITY'S 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://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If ENTITY intends to use sub-contractors, ENTITY must also ensure that all sub-contractors are registered as subcontractors in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-contractor register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the ENTITY and all of its sub-contractors are registered in VSS.

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

Signature of this Contract by the ENTITY 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 ENTITY'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 ENTITY'S. 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 ENTITY 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 ENTITY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the ENTITY or without cause upon ten (10) business days written notice to the ENTITY. Unless the ENTITY is in breach of this Contract, the ENTITY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the ENTITY 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 ENTITY 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 herein under shall be performed by the ENTITY 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 ENTITY'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 ENTITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the ENTITY'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 ENTITY 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 ENTITY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

**The following language only applies if the EBO Ordinance applies to the Contract:** 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, minority and women 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 an Equal Business Opportunity (EBO) Ordinance which is codified in sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the County's requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO 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 the EBO Program compliance;
- Suspension or debarment of ENTITY from eligibility for 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, minority, women owned business enterprise (S/M/WBE) participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved.

The ENTITY must adhere to the Affirmative Procurement Initiatives (APIs) as incorporated herein as **Attachment 1**, including the County's Request for Proposals (RFP) and the specifications set forth in ENTITY'S response to the RFP, which are both incorporated herein by reference. Failure to comply with this article is a material breach of this Contract. **(NOTE: If entity has agreed to provide an API percentage that is higher than what was required by the County's Goal Setting Committee, then you must also state what the entity has agreed to on the API page, Attachment 1.)**

ENTITY shall report all subcontractor payment information on EBO forms 3a and 4, or as otherwise required by the County's Office of EBO, and, when the EBO portal is available, input subcontractor payment information directly into the County's contract management system.

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

ENTITY must notify the Office of EBO of changes in S/M/WBE utilization and get prior approval for any substitutions.

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

The Office of EBO has the right to review ENTITY'S records and interview subcontractors.

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

The ENTITY 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**

ENTITY 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. ENTITY 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 ENTITY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by ENTITY under the contract.

A. **Commercial General Liability** ENTITY shall maintain Commercial General Liability at

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

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

- B. **Workers' Compensation Insurance & Employers Liability** ENTITY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- C. **Professional Liability** ENTITY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 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 ENTITY's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, ENTITY 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, ENTITY 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 ENTITY 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.
- D. **Waiver of Subrogation** Except where prohibited by law, ENTITY 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 ENTITY 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 ENTITY enter into such an agreement on a pre-loss basis.
- E. **Certificate(s) of Insurance** On execution of this contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the ENTITY shall deliver to the COUNTY or COUNTY's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

And may be addressed:

c/o (Department)

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

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- F. **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 11 - INDEMNIFICATION**

ENTITY 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 ENTITY.

This article shall survive termination or expiration of this Contract.

**The following indemnity language applies only to design professional contracts that are subject to section 725.08, Florida Statutes:**

The ENTITY 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 ENTITY, and other persons employed or utilized by the ENTITY, 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 section shall survive termination or expiration of this Contract.

**The following indemnity language applies only to contracts with another government entity:**

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the negligence of

Revised 6/12/24

in connection with this Contract. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in F.S. 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

This section shall survive termination or expiration of this Contract.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS; ASSIGNMENT**

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

#### **ARTICLE 13 – 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 ENTITY.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

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

The ENTITY 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 ENTITY'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 ENTITY 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 ENTITY. The COUNTY agrees to notify the ENTITY of its opinion by certified mail within thirty

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(30) days of receipt of notification by the ENTITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the ENTITY, the COUNTY shall so state in the notification and the ENTITY 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 ENTITY under the terms of this Contract.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

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

### **ARTICLE 19 - CONTINGENT FEES**

The ENTITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENTITY 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 ENTITY, 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; OFFICE OF THE INSPECTOR GENERAL**

The ENTITY 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 section for the purpose of inspection or audit during normal business hours, at the ENTITY'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 ENTITY, 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 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 R2017-1770, as may be amended, the ENTITY 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, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the ENTITY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the ENTITY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the ENTITY retaliate against any person for reporting instances of such discrimination. The ENTITY 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 ENTITY 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. ENTITY shall include this language in its subcontracts.

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

The ENTITY 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 ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITY'S 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, including alterations, reductions therein or additions thereto. Upon receipt by the ENTITY of the COUNTY'S notification of a contemplated change, the ENTITY 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 ENTITY'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the ENTITY 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 ENTITY shall not commence work on any such change until such written amendment is signed by the ENTITY 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:

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

With copy to:

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

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

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

**ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the ENTITY 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**

The ENTITY, ENTITY'S employees, subcontractors of ENTITY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The ENTITY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the ENTITY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

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

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

### **ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS**

The ENTITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. ENTITY 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 - SCRUTINIZED COMPANIES**

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITY'S who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITY'S who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

### **ARTICLE 31 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the ENTITY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the ENTITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The ENTITY 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 ENTITY 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 ENTITY does not transfer the records to the public agency.
- D. Upon completion of the Contract the ENTITY shall transfer, at no cost to the County, all public records in possession of the ENTITY 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 ENTITY transfers all public records to the County upon completion of the Contract, the ENTITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the ENTITY keeps and maintains public records upon completion of the Contract, the

ENTITY shall meet all applicable requirements for retaining public records. All records stored electronically by the ENTITY 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 ENTITY 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. ENTITY 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 ENTITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENTITY'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 32 - 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. ENTITY shall execute by manual means only, unless the COUNTY provides otherwise.

#### **ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

ENTITY 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 beginning uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of ENTITY'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.

ENTITY shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. ENTITY 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 ENTITY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that ENTITY's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify ENTITY to terminate its contract with the

subconsultant and ENTITY shall immediately terminate its contract with the subconsultant. If COUNTY terminates this CONTRACT pursuant to the above, ENTITY 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, ENTITY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

**ARTICLE 34 - 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 ENTITY certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

**ARTICLE 35 – HUMAN TRAFFICKING AFFIDAVIT**

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

*(Remainder of this page intentionally left blank)*

**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 ENTITY has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

**ENTITY:**

By: \_\_\_\_\_  
County Administrator or Designee

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

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

**APPROVED AS TO TERMS  
AND CONDITIONS**

**WITNESS:**

By: \_\_\_\_\_  
Department or Division Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

(corp. seal)

SAMPLE

**SCOPE OF WORK**

SAMPLE

**SCHEDULE OF PAYMENTS**

SAMPLE

**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 \_\_\_\_\_  
(ENTITY) and attest that entity 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)