

ADD ON

Agenda Item No.: 4A.4

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: December 6, 2011 [] Consent [X] Regular
[] Workshop [] Public Hearing
Department: Administration
Submitted By: Economic Development Office

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) A five (5) year Agreement with the Business Development Board of Palm Beach County, Inc., in the aggregate amount of \$4,657,350, subject to annual potential adjustment and appropriation, for the period of October 1, 2011 through September 30, 2016, to assist in providing economic development activities for Palm Beach County.
- B) The Scope of Services for Fiscal Year 2011-2012 in the amount of \$931,470.

Summary: Under the Agreement, the Business Development Board (BDB) will provide business recruitment, expansion and retention services and general marketing for Palm Beach County. The BDB will work in partnership with the County's Economic Development Office with the goal of creating a stable and diverse economic climate throughout Palm Beach County. A new Scope of Services will be developed annually and be subject to approval by the Board of County Commissioners. Additionally, the annual contract amount will be subject to annual budget appropriation. This Agreement provides for a Small Business Enterprise (SBE) overall participation goal of 15%, in accordance with goals established by the SBE Ordinance (R2002-0064).

A deviation from the standard County contract language is contained in Article 14-Conflict of Interest. Standard County Contract language, which requires adherence to Chapter 112, Part III Florida Statutes, "Code of Ethics for Public Officers and Employees," was deleted at the request of BDB. Notwithstanding this deletion, staff recommends approval of the Agreement because BDB agreed to changes in the Disclosure of Material Interests form (Disclosure) which sufficiently addresses the conflict of interest provisions contained in the State's Code of Ethics. The Disclosure is included as Attachment B to the Agreement, and must be signed annually by the CEO and Board of Directors before a Notary Public, and states that neither the CEO or Board of Directors, nor any member of their immediate family has any material interest, directly or indirectly in an entity seeking economic development incentives from the County with the assistance of the Business Development Board. Retroactive payments will be made to cover services rendered beginning October 1, 2011.

Business Development Board employee Gary Hines, serves on the Treasure Coast Regional Planning Council's Comprehensive Economic Development Strategy Committee (CEDS). The Board/Council provides no regulation, oversight, management, or policy-setting recommendations regarding the Business Development Board's contract. Disclosure of this contractual relationship at a duly noticed public meeting is being provided in accordance with the provisions of Sect. 2-443, of the Palm Beach County Code of Ethics. This item was placed on the Add-Delete Sheet so as not to further delay economic development efforts. **These are County Ad Valorem funds. Countywide (DW)**

Background and Policy Issues: Since 1982, the Board of County Commissioners has partially funded activities of the Business Development Board that provides for business development activities. In FY 2010-2011, they completed 21 expansion and relocation projects. The projected impact from these business projects is \$166 Million in capital investment.

Attachments:
Agreement – Contract for Economic Development Services

Recommended By: *Jimmy Howard* 11-29-2011
Economic Development Director Date

Approved By: *Sharon R. Byrd* 12-5-11
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures					
Grant Expenditure	\$931,470	\$931,470	\$931,470	\$931,470	\$931,470
Operating Revenues					
Program Income (PBC)					
In-Kind Match (PBC)					
NET FISCAL IMPACT	\$931,470	\$931,470	\$931,470	\$931,470	\$931,470
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No _____

Fund 1539 Department 764 Unit 7152 Object 8201

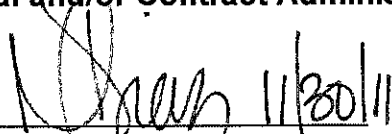
B. Recommended Sources of Funds/Summary of Fiscal Impact:

The source of funds for the \$931,470 is Ad Valorem from the General Fund.

C. Departmental Fiscal Review: 
Economic Development

III. REVIEW COMMENTS

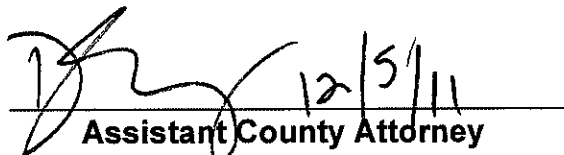
A. OFMB Fiscal and/or Contract Administration Comments:

 11/30/11
OFMB
11-30-11 WS
SW 11/30/11
11/30/11

 12/12/11
Contract Administration

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

 12/5/11
Assistant County Attorney

C. Other Department Review:

Department Director

CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES

This Contract is made as of the _____ day of _____, 2011 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 the Business Development Board of Palm Beach County, Inc., a not-for-profit Florida Corporation, hereinafter referred to as the BOARD, whose Federal I.D. is 59-2169828.

WITNESSETH:

WHEREAS, the State of Florida and the COUNTY have determined that there is a need to enhance economic activities in the State by attracting high quality, high value added jobs in key clusters including, but not limited to, corporate headquarters, aviation, aerospace, engineering; business and financial services, healthcare technologies, life sciences, alternative/green energy and communications and information technology in order to provide a stronger, more balanced, and stable economy in the State; and

WHEREAS, the BOARD is a private, not-for-profit corporation created in 1982 by the initiative of seven Chambers of Commerce and the Economic Council of Palm Beach County, Inc. for the purpose of recruiting, retaining, and expanding businesses to and in Palm Beach County; and

WHEREAS, the COUNTY has determined that it is in the public interest to assist the COUNTY through this Agreement to increase the COUNTY's corporate tax base, to expand the employment opportunities of the residents of the COUNTY and thereby reduce unemployment and associated burdens placed on local government and the private sector taxpayers; and

WHEREAS, Chapter 288.075, Florida Statutes defines an "Economic Development Agency" as the public economic development agency of the county or a private agency authorized by the County to promote general business interests; and

WHEREAS, Chapter 288.075, Florida Statutes, provides for an "Economic Development Agency" to keep confidential "Proprietary Confidential Business Information; and

WHEREAS, the COUNTY desires for the BOARD to work in partnership with the COUNTY through the COUNTY's Economic Development Office, and therefore designates the BOARD as the primary partner to Enterprise Florida on behalf of the COUNTY; and

WHEREAS, the COUNTY finds that it is essential to the public interest to have an appropriate accounting of the expenditure of public funds, especially by a non-public agency such as the BOARD; and

WHEREAS, the BOARD believes it is important to have continuous dialogue with the County Commission regarding countywide economic development activities and has designated six (6) seats on the Board of Directors for BCC's appointees; and the BCC Chair or any other BCC member designated by the Chair shall serve on the Executive Committee.

NOW, THEREFORE, in consideration of the mutual promises and covenants stated herein, the parties agree as follows:

RECITALS

ARTICLE 1 - SERVICES

The BOARD's responsibility under this Contract is to provide professional economic development services in the area of business recruitment, retention and expansion and to promote the general business and industrial interests of the COUNTY as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY representative/liason during the performance of this Contract shall be Sherry Howard, Director, Economic Development Office, telephone number (561) 355-1679, email showard@pbcgov.org.

The BOARD representative/liason during the performance of this Contract shall be Kelly Smallridge, President of the Business Development Board, telephone number (561) 835-1008, email ksmallridge@bdb.org, or as otherwise designated by the BOARD.

ARTICLE 2 - SCHEDULE

The BOARD commenced services under this Agreement on October 1, 2011 and shall complete all services for each of the five (5) years within three hundred and sixty five (365) calendar days. This Agreement shall end on the 30th day of September, 2016 unless earlier determined in accordance with Article 5 herein.

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

ARTICLE 3 - PAYMENTS TO BOARD

A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses shall not exceed an annual contract amount of Nine Hundred, Thirty One Thousand, Four Hundred and Seventy Dollars (\$931,470.00) for each of the five (5) years subject to annual potential adjustment and appropriation. The BOARD shall notify the COUNTY representative in writing when 90% of the "not to exceed amount" has been reached. The BOARD will bill the COUNTY on a monthly basis, in twelve (12) equal payments of Seventy Seven Thousand, Six Hundred and Twenty Two Dollars and Fifty Cents (\$77,622.50). Retroactive payments will be made to cover services rendered beginning October 1, 2011. Invoices shall be accompanied by monthly status reports as detailed in Attachment "A."

B. Invoices received from the BOARD pursuant to this Contract will be reviewed and approved by the COUNTY 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 approval.

- C. **Final Invoice:** In order for both parties herein to close their books and records, the BOARD will clearly state "final invoice" on the BOARD's final/last billing to the COUNTY. This shall constitute BOARD 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 BOARD.

ARTICLE 4 - TRUTH IN NEGOTIATION CERTIFICATE

Signature of the Contract by the BOARD 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 BOARD's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the BOARD upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the BOARD. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the BOARD. Unless the BOARD is in breach of this Contract, the BOARD shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the BOARD 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 BOARD represents that it has, or will secure at its own expense, all necessary personnel

required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY. All of the services required hereinunder shall be performed by the BOARD 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 BOARD representative must be made known to the COUNTY representative.

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

All of the BOARD's personnel (and all Subcontractors or agents) 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 capacity of the subcontractor to perform properly under this Contract. The BOARD is encouraged to seek additional small business enterprises for particular subcontracting opportunities. If the BOARD uses any subcontractors on this project the following provisions of this Article shall apply:

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

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations. BOARD shall make a good faith effort to meet this goal but shall not be in default under this Contract for failure to do so.

The BOARD agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract. The BOARD understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

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

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

The BOARD will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this CONTRACT. Requests for substitutions of

SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

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

The BOARD agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

- A. BOARD shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage and limits (including endorsements), as described herein. BOARD 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 coverage. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by BOARD are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by BOARD under the contract.
- B. **Commercial General Liability** BOARD shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. BOARD shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** BOARD shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event BOARD doesn't own any automobiles, the Business

SH

Auto Liability requirement shall be amended allowing BOARD to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. BOARD shall provide this coverage on a primary basis.

D. **Worker's Compensation Insurance & Employers Liability** BOARD shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. BOARD shall provide this coverage on a primary basis.

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

F. **Waiver of Subrogation** BOARD hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then BOARD shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should BOARD enter into such an agreement on a pre-loss basis.

G. **Certificate(s) of Insurance** Prior to execution of this Contract, BOARD shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County
C/o Sherry Howard
Director, Economic Development Office
301 North Olive Avenue, 10th Floor
West Palm Beach, Florida 33401

H. **Umbrella or Excess Liability** If necessary, BOARD may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes

the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- I. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

BOARD 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 its performance of the terms of this Contract or due to the acts or omissions of BOARD.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the BOARD each binds itself and its partners, successors, administrators and assigns to the other party and to the partners, successors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the BOARD shall assign, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the BOARD.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. 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.

ARTICLE 14 - CONFLICT OF INTEREST

The BOARD 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, pursuant to the Contract.

The BOARD further represents that no person having any such conflict of interest shall be employed for said performance of services. The BOARD covenants that no person who presently exercises any functions or responsibilities in connection with the provision of the BOARD's services has any personal financial interest, direct or indirect, in the activities provided under this Agreement, which would conflict in any manner or degree with the

performance of this Agreement. The BOARD 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 BOARD'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the BOARD 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 BOARD. The COUNTY agrees to notify the BOARD of its opinion by certified mail within thirty (30) days of receipt of notification by the BOARD. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the BOARD, the COUNTY shall so state in the notification and the BOARD 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 BOARD under the terms of this Contract.

The BOARD shall require their President & CEO and Directors to complete an executed Disclosure of Material Interests in writing on the form attached hereto as Attachment "B" once annually for each of the five (5) years. Forms shall be submitted to the Economic Development Office by October 15th of each contract year.

ARTICLE 15 - EXCUSABLE DELAYS

The BOARD 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 BOARD 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 BOARD'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the BOARD'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 BOARD shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The BOARD 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 BOARD 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 BOARD 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 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 Ordinance 2009-049, as may be amended except as exempted by Florida State Statute 288.075.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

The BOARD shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as

required in this section for the purpose of inspection or audit during normal business hours, at the BOARD'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 BOARD, 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 BOARD warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

ARTICLE 22 - AUTHORITY TO OPERATE

The BOARD 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 BOARD certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by 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 BOARD of the COUNTY's notification of a contemplated change, the BOARD 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 will affect the BOARD's ability to meet the completion dates or schedules of this Contract.

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

Sherry Howard
Director, Economic Development Office
301 North Olive Avenue, 10th Floor
West Palm Beach, Florida 33401

With copy to:

Dawn S. Wynn, Esq. County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401

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

Kelly Smallridge, President & CEO
Business Development Board of Palm Beach County, Inc.
310 Evernia Street
West Palm Beach, Florida 33401

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the BOARD 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

SH

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 BOARD shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if BOARD's employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The BOARD acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the BOARD shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

The BOARD shall comply with all laws, ordinances and regulations applicable to the services contemplated herein including those applicable to conflict of interest and collusion. BOARD 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- PALM BEACH COUNTY LOBBYIST REGISTRATION ORDINANCE

The BOARD and its board members in conjunction with a member's Board service on the BDB board, shall be prohibited from lobbying as defined under the Palm Beach County Lobbyist Registration Ordinance, Ordinance 2003-018 (effective July 1, 2003) for any project under consideration by the COUNTY.

THE REMAINDER OF THE PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

SHARON R. BOCK, CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

WITNESS:

Susan E. Semon
Signature

BOARD:

BUSINESS DEVELOPMENT BOARD OF PALM BEACH COUNTY, INC.

SUSAN E. SEMON
Name (type or print)

By: Kelly Smallridge
Signature

[Signature]
Signature

Kelly Smallridge
Typed Name

Shawn Rowan
Name (type or print)

President : CEO
Title

(corp. seal)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By _____
County Attorney

By [Signature]
Director, Economic Development Office

57

Attachment "A"

Task 1A -Business Recruitment Services for Cluster Industries

BOARD shall recruit new companies to Palm Beach County with a focus on the following clusters: (Aerospace/Aviation/Engineering, Agribusiness, Life Science; Green Energy, Marine, Equestrian, Communications/Information Technology, Tourism/Recreation/ Entertainment and Business/Financial Services). The BOARD shall, at a minimum, provide the following services for relocation projects in the COUNTY as applicable to each project:

- Information about suitable buildings, land and office space throughout Palm Beach County inclusive of non Business Development Board member entities
- Site tours as required
- Educate prospects and facilitate applications when applicable for incentives offered by the County, local Municipalities, and the State of Florida
- Introductions to the Economic Development Office when County incentives are desired
- Information on public/private utilities services and rates
- Information on public transportation systems
- Information on available communication/information technology systems/entities
- Information on zoning, permitting and governmental processes
- Information on demographics and labor market
- Introductions to city, county and state elected officials when requested
- Information about banking institutions, law firms, employment agencies, accounting firms and all other appropriate suppliers throughout Palm Beach County inclusive of non Business Development Board members
- Information on cost and availability of housing
- Information on local buyers and suppliers throughout Palm Beach County inclusive of non Business Development Board members
- Information on workforce procurement and training opportunities
- Provide detailed information to the Economic Development Office to conduct a REMI analysis on all projects required to meet Contract deliverables
- Facilitate economic development projects designed to create businesses in Palm Beach County working with the appropriate partners including but not limited to the Palm Beach County Economic Development Office, local municipalities and Enterprise Florida.
- For any projects seeking incentives or assistance from the County including any County Department, coordination through the Economic Development Office is required.

Task 1A- Reporting Deliverables

BOARD shall provide a detailed monthly written report, to be accompanied by each invoice, which at a minimum shall include the following information, for each SECURED Cluster Industry Recruitment Project:

1. Project Name
2. Project Location
3. Project Cluster Industry
4. Number of Employees
5. Average Salary per Employee
6. Services provided by BOARD
7. Total Incentives Provided by Applicable Agencies
8. Total Capital Investment made by the Company

Task 1B- Business Recruitment for Headquarter Relocations

BOARD shall recruit new Corporate Headquarter Companies to Palm Beach County. The BOARD shall at a minimum provide the following services/information for businesses considering headquarter relocation to Palm Beach County as applicable to each project:

- Information about suitable buildings, land and office space throughout Palm Beach County inclusive of non Business Development Board member entities
- Site tours as required
- Educate prospects and facilitate applications when applicable for incentives offered by the County, local Municipalities, and the State of Florida
- Introductions to the Economic Development Office when County incentives are desired
- Information on public/private utilities services and rates
- Information on public transportation systems
- Information on available communication/information technology systems/entities
- Information on zoning, permitting and governmental processes
- Information on demographics and labor market
- Introductions to city, county and state elected officials when requested
- Information about banking institutions, law firms, employment agencies, accounting firms and all other appropriate suppliers throughout Palm Beach County inclusive of non Business Development Board members
- Information of cost and availability of housing
- Information on local buyers and suppliers throughout Palm Beach County inclusive of non Business Development Board members
- Introductions to Workforce Alliance when information on workforce procurement and training opportunities are desired

- Provide detailed information to the Economic Development Office to conduct a REMI analysis on all projects required to meet Contract deliverables
- For any projects seeking incentives or assistance from the County including any County Department, coordination through the Economic Development Office is required.

Task 1B- Reporting Deliverables

BOARD shall provide detailed monthly reporting, which shall be accompanied with each invoice, which at a minimum shall include the following information for each SECURED Corporate Headquarter Relocation Project:

1. Project Name
2. Project Location
3. Type of Business
4. Number of Employees
5. Average Salary per Employee
6. Services provided by BOARD
7. Total incentives provided by applicable agencies
8. Total Capital Investment made by the Company

Task 1C- Familiarization Tour

BOARD shall conduct one (1) Palm Beach County Familiarization Tour for at least 8-10 national/international site consultants.

Task 1C-Reporting Deliverables

1. Conduct a two (2) day Palm Beach County Familiarization Tour promoting Palm Beach County as an attractive business destination.
2. Provide a detailed schedule of events for County's information prior to finalizing event.
3. Provide a detailed list of site consultants invited to participate in the event.
4. Conduct a survey of each participant to establish the comprehensive impact of the event.
5. Prepare a final report summarizing the results from the survey within sixty (60) days of conclusion of the tour and deliver two (2) copies to the COUNTY.

TASK 2 – BUSINESS EXPANSION/RETENTION SERVICES AND DELIVERABLES

Task 2A – Business Expansion/Retention Services for Existing Palm Beach County Companies

3/4

BOARD shall assist existing Palm Beach County businesses with their business expansion/retention program to generate new jobs while retaining existing Palm Beach County based jobs. The BOARD shall at a minimum provide the following services/information for businesses considering expanding to Palm Beach County as applicable to each project:

- Information about suitable buildings, land and office space throughout Palm Beach County inclusive of non Business Development Board members entities
- Site tours as required
- Educate prospects and facilitate applications when applicable for incentives offered by the County, local Municipalities, and the State of Florida
- Information on incentives offered by the local Municipalities, and the State of Florida
- Introductions to the Economic Development Office when County incentives are desired
- Information on public/private utilities services and rates
- Information on public transportation systems
- Information on available communication/information technology systems/entities
- Information on zoning, permitting and governmental processes
- Information on demographics and labor market
- Introductions to city, county and state elected officials when requested
- Information about banking institutions, law firms, employment agencies, accounting firms and all other appropriate suppliers throughout Palm Beach County inclusive of non Business Development Board members
- Information on cost and availability of housing
- Provide detailed information to the Economic Development Office to conduct a REMI analysis on all projects required to meet Contract deliverables
- Information on local buyers and suppliers throughout Palm Beach County inclusive of non Business Development Board members
- Introductions to Workforce Alliance when information on workforce procurement and training opportunities is desired.
- Facilitate economic development projects designed to expand and retain businesses in Palm Beach County working with the appropriate partners including but not limited to the Palm Beach County Economic Development Office, local municipalities, and Enterprise Florida.
- For any projects seeking incentives or assistance from the County including any County Department, coordination through the Economic Development Office is required.

Task 2A – Reporting Deliverables

BOARD shall provide a detailed monthly report, which shall accompany each monthly invoice, which at a minimum shall include the following information for each SECURED business expansion/retention project:

1. Project Name
2. Project Location
3. Type of Business
4. Number of New Employees
5. Number of Retained Employees
6. Average Salary per Employee
7. Services provided by the Business Development Board
8. Total incentives provided by Applicable Agencies
9. Total Capital Investment made by the Company when provided

Task 2B - Existing Palm Beach County Business Assistance Program

BOARD shall visit a minimum of One Hundred (100) existing Cluster Industry businesses through a Business Visitation Program for the purpose of understanding and addressing the challenges facing local businesses and communicating policies that support business sustainability.

Task 2B – Reporting Deliverables

BOARD shall provide a detailed monthly report, which shall accompany each invoice, which at a minimum shall include the following information for each business visited:

1. Project Location
2. Cluster Industry
3. Number of existing employees
4. Business concerns/needs

Task 2C - Outreach and Collaboration

BOARD shall initiate or participate in 30 local, regional or statewide forums designed to educate, inform, strategize, and/or promote the growth of business and industry in Palm Beach County. The purpose of participation is to provide a connection point for resources and local businesses, remain informed on current industry trends and needs, and represent Palm Beach County and the business community. Board shall coordinate with other state and local agencies in order to avoid duplication and promote coordinated and consistent implementation of programs.

Examples of forums include the following:

- Local advisory boards (i.e. industry associations, economic development, educational institutions business advisory councils, etc),
- Economic Forums
- Industry-specific Association events (including meetings, seminars or workshops),
- Educational Workshops (business financing, grants/incentives, entrepreneurship, etc.)

- Meetings or events sponsored by other business resource partners (i.e. Workforce Alliance, Business Partners Roundtable, Chambers, Enterprise Development Corporation, etc.)

Task 2C – Reporting Deliverables

- BOARD shall provide a monthly list of the events attended, including the sponsoring or coordinating entity, with a summary of the purpose and/or topic of the event.

Task 3- Cluster Industry Task Forces

Task 3A – Green Energy Task Force

BOARD shall conduct four (4) meetings of the Green Energy Task Force. Specific work tasks shall include:

- Provide a detailed agenda to county staff prior to the meeting to seek additional input
- Finalize agenda and notify members of the Task Force of upcoming meetings
- Prepare meeting minutes and distribute to Task Force

Task 3A – Reporting Deliverables

BOARD shall provide updates on the activities of the Task Force in the monthly report to county staff and make recommendations for new strategic directions and policy initiatives.

Task 3B- Life Science Task Force

BOARD shall conduct four (4) meetings of the Life Science Task Force. Specific work tasks shall include:

- Provide a detailed agenda to county staff prior to the meeting to seek additional input
- Finalize agenda and notify members of the Task Force of upcoming meetings
- Prepare meeting minutes and distribute to Task Force
- Organize one Life Science event to showcase the development of the cluster and return on investment

Task 3B – Reporting Deliverables

BOARD shall provide updates on the activities of the Task Force in the monthly report to county staff and make recommendations for new strategic directions and policy initiatives.

Task 4- Marketing Strategies

Task 4A – Smart Start Palm Beach Web Site

BOARD shall maintain and update their Smart Start Palm Beach website throughout the term of the Contract.

Task 4A – Reporting Deliverables

BOARD shall provide a biannual update on the effectiveness of the website including the number of visits and BOARD strategies for ongoing improvements/enhancements.

Task 4B – Shovel Ready Palm Beach Program

BOARD shall maintain and update their Shovel Ready Palm Beach program throughout the term of the Contract. BOARD shall work through the Office of Economic Development to coordinate with the County's Engineering, Building and Graphic Information Systems Departments to ensure that the data base contained on the website is current. BOARD shall ensure that the data base is inclusive of properties owned by non Business Development Board members.

Task 4B –Reporting Deliverables

BOARD shall provide updates on the program to county staff in the monthly report. This will include the addition/deletion of properties as well as coordination with County's Engineering, Building and Graphic Information Systems Department.

Task 4C – Advertisement through Publications

BOARD shall promote Palm Beach County as a positive business destination. BOARD shall utilize \$75,000 of the amount established under this Contract to promote the County as such.

Task 4C – Reporting Deliverables

BOARD shall, at a minimum, identify the media through which Palm Beach County will be promoted as a positive business destination and include updates on initiatives and activities to county staff in the monthly report. The Marketing Plan shall include but not be limited to: facilitate and lead the International Business Forum on Hemispheric Issues scheduled for April 4-5; facilitate inbound visits from representatives of international diplomatic corps to promote international industry; participate in National/International Trade Shows; represent Palm Beach County at city, county and regional level; and, create a new collateral piece for relocating companies to Palm Beach County. The intent of this task is to promote Palm Beach County and not BOARD. BOARD shall make a good faith effort to recognize COUNTY support for all activities made possible with funds under this Agreement.

54

Task 5 – Enterprise Florida

BOARD shall coordinate with the Economic Development Office in matters related to Enterprise Florida

Task 5 - Reporting Deliverables

- BOARD as the Primary Partner on behalf of the COUNTY shall inform the COUNTY Economic Development Office of leads received from Enterprise Florida
- BOARD shall submit an Annual Report for each calendar year beginning November 2012, detailing the results of the BOARD’S efforts on behalf of the COUNTY. This report will be utilized by the COUNTY to comply with the requirements of F.S. 125.045. Liaison services with Enterprise Florida, to conduct market briefings to educate on PBC business assets, and participate in regional marketing initiatives with other economic development boards
- Assist the Economic Development Office with coordination for incentives when local match is required by the County with the State Office of Tourism Trade and Economic Development.
- For any projects seeking incentives or assistance from the County including any County Department, coordination through the Economic Development Office is required.

Task 6 - Job Creation

BOARD shall create 1,500 new/retained jobs in Palm Beach County.

Task 6A – Reporting Deliverables

BOARD shall provide a monthly report of job creation to include:

- Number of Jobs Created
- Type of Jobs Created
- Company associated with Job Creation
- Type of assistance provided

57

ATTACHMENT "B"
DISCLOSURE OF MATERIAL INTERESTS

TO: PALM BEACH COUNTY ADMINISTRATOR, OR
HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

BEFORE ME, the undersigned authority this day personally appeared _____,
hereinafter referred to as Undersigned, who states as follows:

1. Undersigned is in the position of President & CEO or member of the Board of Directors of the Business Development Board of Palm Beach County, Inc. (BOARD).
2. Undersigned's address is _____.
3. The Term of this Disclosure shall be for a period of one (1) year from the date of execution.
4. Undersigned states that neither Undersigned, nor any member of Undersigned's immediate family, to Undersigned's actual knowledge, has any material interest, directly or indirectly, in any entity that is seeking to obtain economic development incentives from the County with the assistance of the Board from the time the Board of County Commissioners considers approval of such incentives until the sooner of: one (1) year after approval of such incentives; or upon the Board of County Commissioners' decision not to approve such incentives. For purposes of this paragraph "immediate family" means parent, spouse, child or sibling. For purposes of this paragraph "material interest" shall mean serving as an officer, partner, director, or proprietor of the entity, or the ownership of more than five percent (5%) of the total assets or capital stock in the entity.
5. Undersigned, by execution hereof, agrees that Undersigned shall at all times during the term of this Disclosure conduct himself/herself in accordance with the highest fiduciary standards for a person in the position of Undersigned, and, shall have a continuing obligation during such term to bring any conflict of interest involving Undersigned or a member of Undersigned's immediate family to the attention of the Board of Directors and CEO of the BOARD.
6. Undersigned has examined this Disclosure and to the best of Undersigned's knowledge believes it is true, correct, and complete.

(Print Undersigned's Name)

Sworn to (or affirmed) and subscribed before me this _____ day of _____,
2011, by _____ () who is personally known to me or () who has
produced as identification and who did take an oath.

Notary Public

(Seal)

570

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: _____ PROJECT NO. OR BID NO.: _____
 NAME OF PRIME BIDDER: _____ ADDRESS: _____
 CONTACT PERSON: _____ PHONE NO.: _____ FAX NO.: _____
 BID OPENING DATE: _____ USER DEPARTMENT: _____

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
	Minority Business	Small Business					
1.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)	Total		_____	_____	_____	_____	_____

Total Bid Price \$ _____ Total SBE-M/WBE Participation Dollar Amount or Percentage of Work _____

- Note:**
1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and N/WBE, please indicate the dollar amount or percentage under the appropriate category.
 3. M/WBE information is being collected for tracking purposes only.

Revised 03/15/2011

Sx

**SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR**

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: _____ PROJECT NAME: _____

TO: _____
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise _____
Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price or percentage _____
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated.
Price or Percentage _____

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

(Print name of SBE-M/WBE Subcontractor)

By: _____
(Signature)

(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: _____

54