

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: November 22, 2016 Consent Regular
 Ordinance Public Hearing

Department: Administration

Submitted By: Administration

Submitted For: Office of Small Business Assistance

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: Approve a contract with Palm Beach State College Small Business Development Center (SBDC) in the amount of \$94,000 to provide technical assistance and training to small businesses in Palm Beach County for the period of October 1, 2016 through September 30, 2017.

Summary: This contract provides Palm Beach County’s Small Business Enterprise firms with technical assistance and training in the form of direct consulting services in the areas of finance, marketing, management, construction, human resources, business plans and international trade. In addition, SBDC provides local SBE’s with services that result in federal certifications, such as 8(a), HUBZone and Small Disadvantaged Business; identifies federal contract opportunities for local small businesses; and assists local businesses in submitting bids to local, state, and federal agencies. The total amount of this proposed contract for FY 2017 is \$94,000 and is being made retroactive to October 1, 2016.

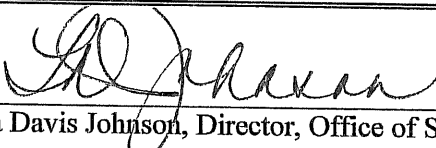
Background and Policy Issues: Funded in 1976 by the US Small Business Administration (SBA), the Florida Small Business Development Center Network (FSBDCN), one of eight original SBDC pilot programs, successfully links the state's education system with community outreach to aid in the development and education of the state's entrepreneurs and small business community. The foundation of Florida's economy is 99% small business, and the Florida SBDC Network is the only statewide provider of entrepreneurial services and plays a vital role in Florida's economic development. Palm Beach State College hosts the Small Business Development Center (SBDC) to continue providing free counseling services to local small/minority/women owned businesses.

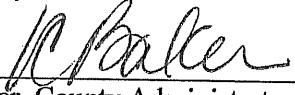
A preliminary audit has been completed for contracted services through September 30, 2016 which indicate a satisfactory performance. The FY 2016 performance and FY 2017 contracted performance is listed below. Countywide (HH)

	Deliverables	FY16 Contracted	Achieved As of 9/30/16	FY17 Contracted
<i>SBDC</i>				
1	Management & Technical Assistance Clients	600	762	600
2	Loans Approved	\$1,330,000	\$1,080,000	\$1,330,000
3	SBDC Seminars	14	21	14
4	Quarterly Report and Client Profile	4	4	4
<i>PIAC</i>				
1	Management & Technical Assistance Clients	225	391	225
2	Procurement Approved	\$10,000,000	\$12,654,072.67	\$10,000,000
3	Government Procurement Seminars	10	11	10
4	Certification Training	10	10	10
5	Review of RFP/Bid Process	8	8	8

Attachments:

- Contract for Consulting Services

Recommended by:  11/14/16
 Tonya Davis Johnson, Director, Office of Small Business Assistance Date

Approved By:  11/16/16
 Verdenia C. Baker, County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020
Capital Expenditures				
Operating Costs	\$94,000			
External Revenues				
Program Income (County)				
In-Kind March (County)				
Net Fiscal Impact	\$94,000			
# Additional FTE				

Is Item Included in Current Budget?	Yes <u>X</u>	No		
Budget Account No.:	Fund 0001	Agency 768	Org 7658	Object 3401
Reporting Category				

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

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Johanna
 ASP 10/26
 OFMB EST 10/26
 P. d/b

James J. Jacobson 11/10/16
 Contract Administration
 11/10/16

B. Legal Sufficiency:

Helene C. Caldwell
 Assistant County Attorney

C. Other Department Review:

 Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

11/22/2016

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the first 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 Palm Beach State College Board of Trustees for the benefit of the College's **Small Business Development Center**, hereinafter referred to as the **CONSULTANT**, whose Federal I.D. number is **59-1216000**.

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

ARTICLE 1 - SERVICES

The **CONSULTANT'S** responsibility under this Contract is to provide professional/consultation services in the area of training, procurement, financial and management assistance to prospective and existing small business owners/operators throughout Palm Beach County, as more specifically set forth in the Scope of Work detailed in **Exhibit "A"**.

The **COUNTY'S** representative/liason during the performance of this Contract shall be Allen Gray, Manager, Office of Small Business Assistance, 50 Military Trail, Suite 202, West Palm Beach, FL 33415, telephone no. 561-616-6840.

The **CONSULTANT'S** representative/liason during the performance of this Contract shall be Vincent P. Nolan, Director, Small Business Development Center 3000 St. Lucie Avenue, Boca Raton, FL 33431, telephone no. 561- 862-4784.

ARTICLE 2 - SCHEDULE

The **CONSULTANT** shall commence services on October 1, 2016 and shall complete all services by September 30, 2017. The parties acknowledge and agree that payments will be made for services rendered prior to the execution of this Contract, but not for any services prior to October 1, 2016 in accordance with Article 3 below.

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. The total amount to be paid by the **COUNTY** under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Ninety-Four Thousand Dollars (\$94,000). The **CONSULTANT** shall notify the **COUNTY's** representative in writing when 90% of the "not to exceed amount" has been reached. The **CONSULTANT** will bill the **COUNTY** on a quarterly 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 **CONSULTANT** pursuant to this Contract will be reviewed and approved by the **COUNTY's** representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the **COUNTY**

representative's approval.

- C. "Out-of-pocket" expenses will not be reimbursed under this contract.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the COUNTY. This shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY'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 CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

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

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

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in **Exhibit "A"**, must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

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

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

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT 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 CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

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

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

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

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

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

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted

from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

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

ARTICLE 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

Without waiving the right to sovereign immunity as provided by §.768.28 *f.s.*, CONSULTANT acknowledges to be self-insured for General Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event CONSULTANT maintains third party Commercial General Liability in lieu of exclusive reliance of self-insurance under §.768.28 *f.s.* CONSULTANT shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

CONSULTANT agrees to maintain, or be self-insured for, Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When required, CONSULTANT shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above-mentioned coverage.

ARTICLE 11 - INDEMNIFICATION

To the extent permitted by Florida law, CONSULTANT 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 CONSULTANT. Nothing in this paragraph shall be deemed a waiver of sovereign immunity by consultant.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 - REMEDIES

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

third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

ARTICLE 14 - CONFLICT OF INTEREST

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

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

ARTICLE 15 - EXCUSABLE DELAYS

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

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to

any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

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

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT 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 CONSULTANT'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 CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, 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 CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

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

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 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 CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by 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 CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

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

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

ARTICLE 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:

Allen F. Gray, Manager
Palm Beach County Office of Small Business Assistance
50 South Military Trail, Suite 202
West Palm Beach, FL 33415

With copy to:

Helene Hvizd, Senior Assistant County Attorney
Palm Beach County Attorney's Office
301 North Olive Ave. 6th Floor
West Palm Beach, FL 33401

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

Richard A. Becker
VP Administration and Business Services
Palm Beach State College
3000 St. Lucie Avenue
Boca Raton, FL 33431-6490

The SBDC Project Director assigned to Palm Beach County will be the Point of Contact for OSBA to promote maximum workflow and communications.

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

If CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the CONSULTANT shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The CONSULTANT 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 CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 30 - PUBLIC RECORDS

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

A. Keep and maintain public records required by the County to perform services as provided under this Contract.

B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Consultant further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Consultant does not transfer the records to the public agency.

D. Upon completion of the Contract the Consultant shall transfer, at no cost to the County, all public records in possession of the Consultant unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by the Consultant must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

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

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

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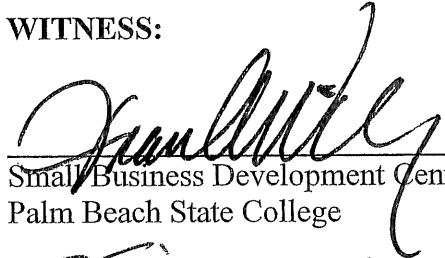
ATTEST:
SHARON R. BOCK
Clerk and Comptroller

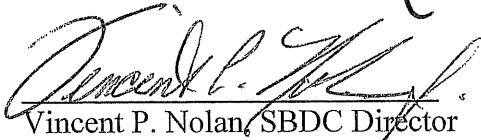
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

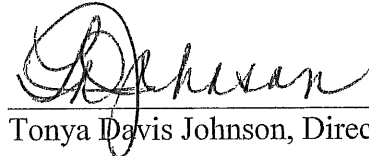
By: _____
Mayor


WITNESS:


Small Business Development Center
Palm Beach State College

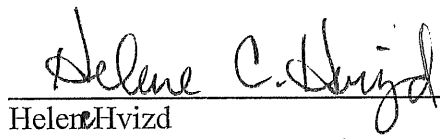

Vincent P. Nolan, SBDC Director

Approved as to Terms and Conditions
Office of Small Business Assistance


Tonya Davis Johnson, Director


Richard A. Becker
VP Administration & Business Services
Palm Beach State College

Approved as to Form and Legal Sufficiency


Helene C. Hvizd
Senior Assistant County Attorney

(Corp. Seal)

EXHIBIT "A"

**SCOPE OF WORK
FY 2017**

Small Business Development Center (SBDC) \$44,000

I. SBDC shall:

- A. Provide one-on-one individualized management and technical assistance to 600 Palm Beach County business owners and entrepreneurs, exclusive of workshop attendees.
- B. Acquire loan approvals for SBDC clients domiciled in Palm Beach County, in the amount of \$1,330,000.
- C. Return referral forms on OSBA clients with an attached summary of anticipated services not more than two weeks after making contact with referral to enable OSBA to continue with ongoing assistance when appropriate. When clients are serviced in more than one quarter, OSBA is to be advised of updated services and/or status of client referrals.

II. The SBDC will facilitate the presentation of fourteen (14) seminars, relevant to small business owners and entrepreneurs who are, or may become, OSBA clients. Names are to be solicited from Palm Beach County business partners, Chambers of Commerce, CRAs, etc. A list of the businesses and entrepreneurs attending seminars will be provided to OSBA. These fourteen (14) seminars will be conveniently located throughout Palm Beach County and OSBA will provide labels for mailings to Palm Beach County SBEs and registered vendors. Not later than one month prior to the close of the preceding quarter, OSBA and the SBDC will negotiate seminar topics, speakers and format to incorporate changes in the economic environment, and local, state and federal government priorities.

Seminar topics for consideration include: Start-up Basics; Selecting an Entity; Marketing, including Social Media; Business Plans; Financing/Financing Options; Revenue Streams; Franchises; Exit Strategies, including Selling Your Business; Family Businesses – The Good, The Bad, The Lawyers; The New Health Care Act – Implications for the Small Business Owner; Exporting, Business Continuity and other relevant subject matters that may be suggested.

III. At the discretion of OSBA, SBDC may operate as a component of the OSBA Certification Process. As part of the certification eligibility requirements, an applicant operating a business for less than one year and/or has limited educational or business background/experience may be required to receive training from SBDC. Upon completion, the business will be issued a Certificate of Completion prior to being considered for certification as an SBE with Palm Beach County.

Procurement Technical Assistance Center Program (PTACP) \$50,000

SBDC/PTACP will conduct ten (10) government procurement seminars throughout the County (North, South, East and West) inclusive of: General Procurement; Government Marketing; Bidding Process; Small Business and Minority Certification; Veteran Verification; Navigating Government Procurement Websites; Contract Administration. PTACP will conduct ten (10) events to assist business owners with government certification which include, (4) Bids and Business Seminars, State of Florida S/M/WBE Program, SDB, 8(a) and HUBZone. OSBA staff will present County SBE certification. OSBA will assist in coordinating dates, times and locations for events at County

procurement process. County staff will present at various workshops on how to do business with Palm Beach County.

SBDC/PTACP will provide one-on-one assistance to 225 businesses, exclusive of workshop attendees, with a goal of \$10,000,000.00 in procurements approved for this fiscal year. PTACP will provide information on industry served, certification held by businesses, and the source/s and amount/s of procurements acquired.

- IV. SBDC will submit to the Office of Small Business Assistance quarterly reports on the deliverables herein outlined. The last quarter report will consist of the YTD report submitted not later than October 3, 2017. These reports will also include information on Palm Beach County clients served each day, to include name, business type, number of employees, market area served; and description of services provided by the SBDC. At least one client profile, highlighting SBDC/PTACP services, shall accompany each quarterly report.

SBDC will submit to OSBA an invoice with the required reports on a quarterly basis. Each report should be accompanied by a cover letter summarizing the quarter's activities and should briefly describe goal attainment, problems experienced, if any, and recommendations. Reimbursement to the SBDC will be made for documented progress on deliverables noted in the Scope of Work

Designated staff from the OSBA and the SBDC will meet quarterly to discuss the progress of activities and related information.

- V. SBDC will report the receipt of any additional income earned to the OSBA Director on a quarterly basis. Income earned by the SBDC will be considered program income and will be subject to the OSBA/ County regulations governing this agreement.
- VI. The SBDC will display flyers, brochures and other related County program materials at the OSBA and SBDC offices, as provided.

	Deliverables FY 2017	Contracted
	SBDC	
1	Management & Technical Assistance Clients	600
2	Loans Approved	\$1,330,000.00
3	SBDC Seminars	14
4	Quarterly Reports and Client Profiles	4
	PTACP	
1	Managed & Technical Assistance Clients	225
2	Procurement Approved	\$10,000,000.00
3	Government Procurement Seminars	10
4	Certification Training	10
5	Review of RFP/ Bid Process	8

EXHIBIT "B"

**SCHEDULE OF PAYMENTS
FY 2017**

The Scope of Work to be completed by CONSULTANT as defined in Exhibit "A" consists of specific workshops, procurements, loan approvals, seminars and technical assistance provided to Small, Minority and Women Business Enterprises. The total contract of \$94,000 will be pro-rated over a period of four (4) quarters and paid in installments as listed below. With each quarterly deliverable the CONSULTANT will submit verification of direct expenses and indirect costs paid which are reimbursable under this contract.

Schedule of Payments	
January, 2017	\$23,500
April, 2017	\$23,500
July, 2017	\$23,500
October, 2017	\$23,500

Deliverables shall be defined as progress reports, prepared maps, bid documents, completed drawings, specific reports, *work plans*, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports, related draft reports, and *verifiable* deliverables.

PALM BEACH COUNTY NON-DISCRIMINATION POLICY

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

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

Check one:

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

OR

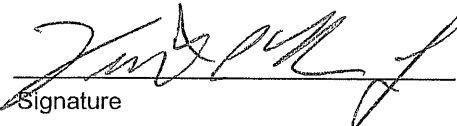
- Entity hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

OR

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

Entity:

FSBDC AT PALM BEACH STATE COLLEGE
Company Name


Signature

VINCENT P. NOLAN JR.
Name (type or print)

REGIONAL DIRECTOR
Title

Palm Beach State College**Board Policy**

TITLE	Nondiscrimination Policy	NUMBER 6Hx-18-1.042
LEGAL AUTHORITY	1001.61 FS, 1001.64 FS	PAGE 1 of 1
DATE ADOPTED/AMENDED	Formerly P054.00; Readopted 2/27/1975; Amended 7/26/1979, 3/19/1986, 1/11/1995, 6/19/2001, 2/12/2002, 5/12/2009	

I. Statement of Nondiscrimination:

Palm Beach State College is an equal access equal opportunity institution. The College complies with all state and federal laws granting rights to applicants for employment or admission to the College, employees, and students.

II. Scope of Policy:

The College prohibits unlawful discrimination on the basis of race, color, creed, ethnicity, national origin, gender, sexual orientation, age, religion, marital status, veteran status, or disability in any of its employment, or educational programs or activities.

Harassment of any kind, including sexual harassment, is prohibited.

III. Procedures:

The complaint procedures as outlined in the Harassment Policy Including Sexual Harassment and Complaint Procedures for all Types of Harassment and Discrimination (6Hx-18-5.86) are applicable to employee and student complaints of sexual harassment as well as any other form of harassment or discrimination. These procedures are also applicable to applicants for employment.

If a student believes that he or she has been subjected to discrimination during the process for admission to the College, the student may file a written complaint to the District College Registrar.

IV. Prevention:

The College website and various internal and external College publications provide notification of the Nondiscrimination Policy to students, applicants, employees and the general public. Information regarding the Nondiscrimination Policy may be obtained from the Assistant to the President for Equity Programs or the Executive Director of Human Resources.