

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 23, 2024

Consent Regular
 Ordinance Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) Contract with 34ED, LLC d/b/a Centegix ("Centegix") for the installation, implementation and maintenance of an emergency notification system ("ENS") at various County buildings on an as needed basis for a period of 1 year with 3 optional renewals of 3 years each (the "Contract"); work will be requested through individual consultant service authorizations ("CSAs");

B) CSA No. 1 under the Contract with Centegix for the installation, implementation and maintenance of an ENS at the Vista Center building (2300 N. Jog Road) in the amount of \$66,900; and

C) CSA No. 2 under the Contract with Centegix for the installation, implementation and maintenance of an ENS at the Governmental Center building (301 N. Olive Ave.) in the amount of \$77,400.

Summary: The Contract with Centegix provides for the installation, implementation and maintenance of an emergency notification system ("ENS") at various County buildings on an as needed basis; work will be requested through individual consultant service authorizations ("CSAs"). The initial term of the contract is for 1 year with the option of three renewals of 3 years each. The Contract provides for a pilot program at two County buildings for up to a year. If the pilot program is successful the County may implement the system at additional County buildings as funding allows. If the one year pilot is not successful, the Contract provides that the County may extend the testing period or terminate the Contract with Centegix and select an alternate ENS from one of the other proposals it received. The two buildings selected for the pilot program are the Vista Center and the Governmental Center. CSA No. 1 provides for the installation, implementation and maintenance of the Centegix ENS at the Vista Center for the lump sum amount of \$66,900. CSA No. 2 provides for the installation, implementation and maintenance of the Centegix ENS at the Governmental Center for the lump sum amount of \$77,400. Facilities Development and Operations (FDO) advertised the solicitation for an ENS on October 17, 2022. FDO received five proposals in response to the competitive solicitation. The final selection committee met on March 31, 2023, and recommended award to Centegix. An unsuccessful proposer protested the award recommendation, which protest the Purchasing Director denied. The unsuccessful proposer then requested a special master hearing which was held on July 28, 2023. The Special Master also denied the protest and recommended contract award to Centegix. The County's Office of Equal Business Opportunity (EBO) granted a waiver of EBO program requirements for this Contract based on a determination that sufficient qualified Small, Minority, Women Business Enterprises were unavailable to provide these services. Funding for this project is from the General Fund. **(FDO) Countywide (MWJ)**

Background & Policy Issues: In early 2020, FDO was directed by County Administration to assess the existing approach to security management of the County's approximately 800 facilities, including the possibility of implementing an emergency notification system for County facilities. Initial research showed that there were a myriad of existing technologies and vendors. As a result, FDO decided to proceed first with a request for information (RFI) to better understand the market and technologies. **Continued on Page 3**

Attachments:

- 1. Contract
- 2. CSA No. 1
- 3. CSA No. 2
- 4. BAS (2)
- 5. Purchasing Director Denial of Alertus Protest
- 6. Special Master Denial of Alertus Protest
- 7. Disclosure of Ownership Interests

Recommended by: *Erin C. Ayala-Collins* 12/13/23
Department Director Date

Approved by: *W. J. Blum* 1/14/24
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	<u>\$144,300</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>0</u>	<u>0</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$144,300</u>	<u>0</u>	<u>0</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE
POSITIONS (Cumulative)

Is Item Included in Proposed Budget? Yes No

Does this item include the Use of Federal Funds? Yes No

Does this item include the Use of State Funds? Yes No

Budget Account No:

Fund 0001 Dept. 410 Unit: 4130 Object 4607

Reporting Category

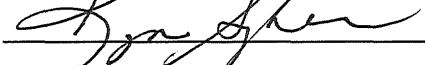
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funding for this project is from the General Fund.

\$144,300 – CSA 1 & 2

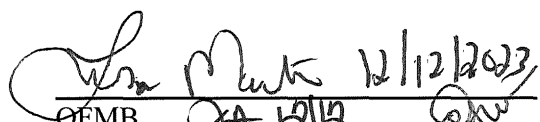
\$ 5,700 – Contingency

\$150,000

C. Departmental Fiscal Review: 

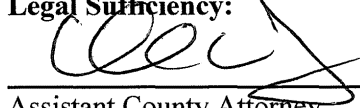
III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development Comments:

 12/12/2023
OFMB JA 12/12 12-12-23

 12/28/23
Contract Development and Control
Tad 12/28/23

B. Legal Sufficiency:

 1/3/24
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

Background & Policy Issues (cont.): Said RFI was issued in January 2021. A total of 13 responses were received. Based on the information obtained through the RFI, FDO recommended reframing of the County's security strategy framework and creating a workgroup to help with the implementation of the new security strategy. County Administration approved both recommendations, and FDO took the lead in convening the workgroup which included representatives from various County departments such as Risk Management, Human Resources, Information Services, FDO, County Attorney, Emergency Management, and Public Safety. The PBC Sherriff's Office, an external agency, also joined the workgroup. The first task of the workgroup was to ratify the security strategy proposed by FDO. Unanimous approval was obtained. The first phase of the strategy was to implement an emergency notification system for County facilities. In choosing a procurement mechanism, the workgroup decided to issue an RFP rather than an Invitation for Bid (IFB). This decision was made on the basis of the information obtained from the RFI. The workgroup determined there were too many different technologies all of which could have met the County's needs. Drafting an IFB would have required a level of specificity that could have constrained competition. By choosing to issue an RFP, the workgroup drafted very broad requirements that could have been met by a myriad of technologies. The workgroup was aiming to encourage competition and obtain the fullest benefit of existing market conditions. FDO took the lead in preparing a draft of the RFP which was circulated to all members of the workgroup. Their comments were received and incorporated, leading to a final version which was advertised on October 17, 2022. The RFP was posted electronically on the County's Vendor Self-Service website and in the Palm Beach Post, twice. Additionally, all 13 respondents to the RFI were notified of the issuance of the RFP. FDO received five proposals in response to the RFP. The final selection committee met on March 31, 2023, and recommended award to Centegix. The final selection committee was made up of the members of the workgroup. That is, representatives from the following departments/divisions: three representatives from FDO, and one representative each from Public Safety/Emergency Management, Human Resources, Risk Management, ISS, OEBO, and County Administration. A PBSO representative was also part of the selection committee. After the posting of the recommended award to Centegix, an unsuccessful proposer, Alertus Technologies, Inc. ("Alertus"), protested the award recommendation, which protest the Purchasing Director denied. Alertus then requested a special master hearing which was held on July 28, 2023. The Special Master in his decision also denied the Alertus protest and recommended contract award to Centegix.

The Contract with Centegix provides for the installation, implementation and maintenance of an emergency notification system ("ENS") at various County buildings on an as needed basis; work will be requested through individual consultant service authorizations ("CSAs"). The initial term of the contract is for one year with the option of three renewals of 3 years each. The County will use a phased approach for the implementation of the emergency notification system. Centegix will first deploy the system at two County designated facilities, which will serve as a pilot to: 1) test the system, 2) validate its alignment with County's goals and operations, and 3) determine the viability/desirability of pursuing a partial (or full) rollout to other County facilities. After completion of the pilot phase, which is expected to last twelve (12) months, the County may pursue a number of alternatives, including but not limited to: 1) selecting an alternate emergency notification system, 2) extending system implementation through partial or full rollout to other County facilities, and 3) extending the pilot testing period. The two buildings selected for the pilot program are the Vista Center and the Governmental Center. CSA No. 1 provides for the installation, implementation and maintenance of the Centegix ENS at the Vista Center for the lump sum amount of \$66,900. CSA No. 2 provides for the installation, implementation and maintenance of the Centegix ENS at the Governmental Center for the lump sum amount of \$77,400. If the pilot program is successful at these two buildings, additional County buildings may be added to the ENS through the issuance of subsequent CSAs as funding allows.

CONTRACT FOR EMERGENCY NOTIFICATION SYSTEM

This Contract (hereinafter "Contract") is made as of _____ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY or Customer, and **34ED, LLC**, a Delaware limited liability company, authorized to do business in the State of Florida, d/b/a CENTEGIX, hereinafter referred to as CONSULTANT or Centegix, whose Federal I.D. number is 82-3617556.

WHEREAS, the COUNTY issued a Notice and Request for Proposals ("RFP") for the installation, implementation and maintenance of an Emergency Notification System; and the CONSULTANT's proposal ("Proposal"), in response thereto, was selected through a competitive proposal process as the most advantageous to the COUNTY;

WHEREAS, the RFP and the Proposal are by this reference, expressly incorporated into and made a part of this Agreement as if set forth in full.

NOW, THEREFORE, in consideration of the mutual promises and consideration contained herein, the COUNTY and the CONSULTANT agree as follows:

SECTION 1 - DEFINITIONS

Additional Services: services requested under an existing Consultant Services Authorization that are not described in Basic Services. Additional Services may be authorized through the execution of a Supplement to a Consultant Services Authorization.

Affiliate: means any entity directly or indirectly controlling, controlled by, or under common control, where "control" means ownership of at least 50% of the equity or beneficial interests of such entity or the right to vote for or appoint a majority of the board of directors or other governing body of such entity.

Basic Services: all services described under Section 2 of this Contract and/or included in the CSA for each project.

Board or BCC: means the Board of County Commissioners of Palm Beach County Florida which is the governing body of the COUNTY.

Centegix Confidential Information: means all business or technical information of Centegix that is not generally known to the public and that derives value from not being generally known, whether such information is disclosed orally or in writing. Centegix Confidential Information may include any software, documentation, flow chart, logic diagram, design proposal, screen shot, screen shot concept, algorithm, device, compilation of information, method, technique, or process. Centegix Confidential Information does not include information required to be disclosed pursuant to a public records request under Florida Law unless such information is determined to be exempt or confidential under Florida law.

CONSULTANT: the firm selected to perform the services under this Contract.

Contract or Contract: consists of this Contract, the OEBO forms, if applicable, when completed by the CONSULTANT, the Request for Proposals, CONSULTANT's proposal and presentation, any CSAs and Supplements to a CSA when executed and any notice to proceed under the Contract or a CSA or a Supplement; all of which are incorporated herein by reference.

Consultant Services Authorization or CSA: a document issued pursuant to this Contract that assigns a task under this Contract to the CONSULTANT which includes an agreed upon scope of work, payment terms, schedule, deliverables and other contract requirements.

COUNTY Representative: The Director of the COUNTY's Electronic Services & Security Division.

Documentation: means the on-line information and materials, relating to the use of the service and equipment made available to Customer in connection with the license of the Software.

Governing Order of the Contract: is defined to be as follows: The Contract includes various documents which are essential parts for the services to be provided by the CONSULTANT. A requirement occurring in one is as binding as though occurring in all. In case of discrepancy, the following precedence will govern the interpretation of the Contract:

1. This Contract and any amendments to this Contract;
2. The OEBO forms, if applicable, when completed by the CONSULTANT;
3. CSAs and Supplements to a CSA;
4. Notices to Proceed;
5. Request for Proposals;
6. CONSULTANT's proposal and presentation in response to the Request for Proposals.

In the event that any conflicts cannot be resolved by reference to this "Governing Order of the Contract" definition, then COUNTY shall resolve the conflict in any manner which is acceptable to COUNTY and which comports with the overall intent of the Contract.

Implementation: means the services performed by Centegix for Software configuration, the loading of a standard set of protocols, and training.

Installation: means the placement and configuration of Centegix equipment at the Site.

OEBO or Office of EBO: means the COUNTY's Office of Equal Business Opportunity.

Party: means Centegix or Customer, individually, and Parties means Centegix and Customer, collectively.

Person: means any individual, general partnership, limited liability partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, or any foreign trust or foreign business organization, and the heirs, executors

administrators, legal representatives, successors, and assigns of such Person where the context so permits.

S/M/WBE: A business located in Palm Beach County Florida which meets the criteria and eligibility requirements of the COUNTY's Equal Business Opportunity (EBO) Program pursuant to Palm Beach County Code Section 2-80.20 through 2-80.30, as may be amended, and which is certified by the COUNTY's Office of EBO.

Site: means each physical location specified by Customer prior to the commencement of Installation at which equipment will be placed and the service will be used.

Software: means the executable software of Centegix used for the Centegix mobile app, the Centegix background device crisis app; and the CrisisAlert Platform.

Supplement: an amendment to an existing Consultant Services Authorization.

SECTION 2 - BASIC SERVICES OF CONSULTANT

2.1 BASIC SERVICES; ASSIGNMENT OF WORK.

The CONSULTANT'S responsibility under this Contract is to provide for the installation, implementation, operation and maintenance of an Emergency Notification System at various County buildings as identified by the County, on an as needed basis, which will be requested through individual Consultant Services Authorizations (CSAs), an example of which is attached hereto and incorporated herein as **Exhibit A**.

The CONSULTANT will provide the services in accordance with each executed and issued Consultant Services Authorization and the Proposal submitted by CONSULTANT in response to the Request for Proposals. A copy of said RFP and Proposal is on file with the COUNTY's Facilities Development & Operations Department.

The COUNTY will use a phased approach for the implementation of the Emergency Notification System. CONSULTANT will first deploy the system at two (2) COUNTY designated facilities, which will serve as a pilot to: 1) test the system, 2) validate its alignment with County's goals and operations, and 3) determine the viability/desirability of pursuing a partial (or full) rollout to other County facilities. After completion of the pilot phase, which is expected to last twelve (12) months, the County may pursue a number of alternatives, including but not limited to: 1) selecting an alternate Emergency Notification System, 2) extending system implementation through partial or full rollout to other County facilities, and 3) extending the pilot testing period. CONSULTANT under this Contract is not guaranteed a minimum contract value nor a minimum number of facilities for deployment of its system. Also, the County is not guaranteeing that it will roll-out the system in all its facilities, nor retain any system installed during the pilot phase. After the pilot testing period, if the County, in its sole discretion, decides to pursue a partial/full rollout of the Emergency Notification System, the number of facilities to be included and the timing for their inclusion will be in the County's sole discretion.

2.2 ADDITIONAL WORK.

Additional work may be authorized as provided for in Section 3 of this Contract.

2.3 RESERVED.

2.4 SPECIAL CONDITIONS APPLICABLE TO CONSTRUCTION.

If the CONSULTANT's system requires integration with the COUNTY's building systems (i.e. telephone, network, fire alarm, public annunciator and electronic access) and for that integration the CONSULTANT will use construction trade contractors, then the special conditions attached as **Exhibit C** will apply to CONSULTANT.

2.5 DISPUTES AND SPECIFIC PERFORMANCE.

All services will be performed by the CONSULTANT to the satisfaction of the Director of the FDO Electronic Services & Security Division of the COUNTY or his designee. The COUNTY will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Contract, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto. At all times the CONSULTANT shall continue to perform the services required under this Contract and maintain its schedule. In no event will the filing of a claim or the resolution or litigation thereof through administrative procedures or the courts relieve the CONSULTANT from the obligation to timely perform the services required hereunder.

2.6 VSS REGISTRATION REQUIRED.

Prior to beginning work, CONSULTANT must register in the COUNTY's Vendor Self Service ("VSS") system at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If CONSULTANT intends to use subconsultants, CONSULTANT must also ensure that all subconsultant agreements must include a contractual provision requiring that the subconsultant register in VSS.

SECTION 3 – MODIFICATIONS OF WORK/ADDITIONAL SERVICES

3.1 NOTICE OF CHANGE.

The COUNTY reserves the right to make changes in the Scope of Work for each CSA issued under this Contract, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall promptly, in writing; (1) provide a detailed estimate for the increase or decrease in cost, if any, due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONSULTANT's ability to meet the schedule of a CSA issued under this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the CSA Scope of Work affected by a contemplated change, pending the COUNTY's decision regarding the proposed change.

3.2 AMENDMENT.

If the COUNTY elects to make the change, the COUNTY shall issue a Supplement to an existing Consultant Service Authorization; and the CONSULTANT shall not commence work on any such change until such Supplement has been signed by the CONSULTANT and approved and executed by the COUNTY.

SECTION 4 - COUNTY'S RESPONSIBILITIES

COUNTY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

4.1 COUNTY REPRESENTATIVE.

The COUNTY's Representative with respect to the services to be rendered under this Contract is Director of the COUNTY's Electronic Services & Security Division. The COUNTY Representative shall have complete authority to transmit instructions, receive information, interpret and define COUNTY's policies and decisions with respect to CONSULTANT's services.

4.2 CONTRACT REQUIREMENTS.

As requested, in writing by CONSULTANT, the COUNTY will provide all criteria and full information as to COUNTY's requirements for this Contract.

4.3 NOTICE.

The COUNTY will give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services.

SECTION 5 - PERIODS OF SERVICE

5.1 TERM.

The period of service and the Contract term shall commence upon the approval and execution of this Contract by both parties and continue for a period of one (1) year, unless otherwise terminated as provided for in Section 7.1 of this Contract. The COUNTY, in its sole discretion, may exercise three (3) optional renewals of 3-years each.

5.2 TIME EXTENSIONS.

If the COUNTY requests significant modifications or changes in the general scope, extent or character of a project assigned by CSA, the time of performance of CONSULTANT's services shall be adjusted equitably.

5.3 COUNTY DELAYS.

If CONSULTANT's services for a project assigned by CSA are delayed or suspended in whole or in part by COUNTY for more than nine (9) months for reasons beyond CONSULTANT's control, CONSULTANT may be entitled to an adjustment in compensation to the extent of any documented and verified costs actually, reasonably and necessarily incurred by CONSULTANT due to any such delay, but in no event shall the COUNTY be liable for any lost profits, lost opportunity damage, or consequential damages.

5.4 MONITORING PROJECT SCHEDULE.

The CONSULTANT is to provide and regularly update a detailed project schedule (the Project Schedule) with each CSA Scope of Work for each project assigned under this Contract and once accepted by the COUNTY, it will be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains in the Project Schedule within which to complete the services required thereunder. In the event there have been delays which would affect the completion date of deliverables under the Project Schedule, the CONSULTANT will submit a written request to the COUNTY which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The COUNTY will review the request and make a determination as to granting all or part of the requested extension.

SECTION 6 –PAYMENTS TO CONSULTANT

6.1 FEES AND COSTS.

6.1.1 Pilot Buildings. CONSULTANT's lump sum price with detailed cost sheets for installation, implementation and one year of maintenance (i.e. the initial 12 month pilot) of the Emergency Notification System for the pilot buildings (2300 Vista and the Governmental Center) are attached hereto as **Exhibit B**.

6.1.2 Additional County Buildings. The cost sheet attached as **Exhibit B** serves as the price sheet for implementation of the system at additional COUNTY buildings over the term or any renewals of the Contract. Prices on the cost sheet must be held for one year. At the end of the initial one year contract period set out in Section 5.1 hereof, annual price increases to the price sheet may be approved if requested by the CONSULTANT; and, if the cost of living index supports an increase, an increase of up to three percent (3%) may be allowed for each one year period thereafter. Any such increase must be supported by calculations using the Consumer Price Index – All Urban Consumers (CPI-U) U.S. City Average.

6.2 COMPENSATION FOR ADDITIONAL SERVICES

CONSULTANT will be compensated for Additional Services requested under Section 3 of this Contract on either: 1) a fixed price/lump sum basis, or 2) a time charge/not-to-exceed basis, as identified on any applicable CSA.

6.2.1 When Additional Services are to be compensated on a fixed price/lump sum method of compensation, as identified on a CSA, then the COUNTY and CONSULTANT shall mutually agree to a fixed price/lump sum fee for the Additional Services along with a detailed Scope of Work. Prior to execution of the fixed price/lump sum CSA, the CONSULTANT shall have submitted to the COUNTY's Representative a detailed cost proposal including the estimated labor hours, raw labor rates, overhead/fringe factor and profit factor, subcontractual services, and other related costs supporting the proposed Scope of Work. The fixed price/lump sum fee shall include all services required to complete the Scope of Work including labor, overhead/fringe and profit, and costs as part of the fixed price/lump sum.

6.2.2 When Additional Services are to be compensated on a time charge/not to exceed method of compensation in a CSA, then the CONSULTANT will submit a not to exceed budget to the COUNTY's Representative for prior approval based on estimated labor hours, raw labor rates overhead/fringe factor and profit factor, subcontractual services, and other related costs supporting the proposed Scope of Work. The COUNTY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not to exceed amount. The CONSULTANT shall notify the COUNTY's Representative in writing when 90% of the not to exceed amount has been reached.

6.3 PROGRESS PAYMENTS.

The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided in each CSA, for services rendered toward completion of the scope of work of each CSA issued.

6.4 APPROVAL PROCESS.

Pay applications received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's Representative or his/her designee, indicating that services have been received, and then will be sent to the Finance Department for payment. Invoices must reference the Contract and project number, and applicable Consultant Service Authorization. COUNTY shall provide CONSULTANT with a written notice of disputed invoice within 10 days after receipt of such invoice which clearly states any and all deficiencies in CONSULTANT's invoice that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the invoice that can be paid, the COUNTY shall proceed with prompt payment of that portion of the invoice. Invoices will be paid in accordance with the Local Government Prompt Payment Act.

6.5 FINAL PAYMENT.

In order for both parties to close their books and records, the CONSULTANT will clearly state

Final on the CONSULTANT's final/last billing to the COUNTY for each CSA. This shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been invoiced to COUNTY for each CSA. Since the account for such CSA will thereupon be closed, any and other further charges to that CSA, if not properly included on this final invoice for that CSA, are waived by the CONSULTANT.

6.6 RIGHT OF OFFSET.

Except for issues arising from contract indemnification provisions, the COUNTY will have the right to retain out of any payment due the CONSULTANT under this Contract an amount sufficient to satisfy any amount due and owing to the COUNTY by the CONSULTANT under this Contract. The COUNTY may withhold payment on any invoice in the event that the CONSULTANT is in default under any provision of this Contract as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the COUNTY will have the right to retain an amount equal to the damages suffered as a result of the default.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 TERMINATION.

This Contract may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon thirty (30) business day's written notice to the CONSULTANT or without cause upon sixty (60) business day's written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. In no event, whether termination is with or without cause, shall the COUNTY be liable for any lost profits, lost opportunity damage, or consequential damages. After receipt of a termination notice 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.

Should a termination for breach later be declared wrongful, said termination shall be considered

and treated as a termination without cause.

Notwithstanding any breach of this Contract by either party nor the status of payment to the CONSULTANT, nor the COUNTY's exercise of its rights of termination, it is hereby agreed between the parties that copies of any and all work product, documentation, reports, schedules, graphs, outlines, books, logs, files, deliverables, photographs, videos, or tape recordings relating to the tasks under this Contract which have been created as a part of CONSULTANT's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONSULTANT, or by or in conjunction or consultation with any other party whether or not a party to this Contract, whether or not in privity of contract with the COUNTY or CONSULTANT, and wherever located shall be the property of the COUNTY.

7.2 TRUTH-IN-NEGOTIATIONS CERTIFICATE.

Signature of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

7.3 PERSONNEL

7.3.1 Representations. 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 or conflicting relationship with the COUNTY.

All of the services required herein 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 or subconsultants as listed in CONSULTANT's proposal and/or presentation to the COUNTY's selection committee must be made known to the COUNTY's Representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONSULTANT represents and 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) will comply with all COUNTY requirements covering conduct, safety, and security while on COUNTY premises.

7.3.2 CONSULTANT's Representative. CONSULTANT shall advise the COUNTY of the name of its proposed senior project manager (the Senior Project Manager) for this Contract. The Senior Project Manager shall not be removed from his/her responsibilities on this Contract without the written consent of the COUNTY. The COUNTY shall retain reasonable right of approval of the CONSULTANT's designated Senior Project Manager

and the right to require the CONSULTANT to replace its designated Senior Project Manager with another individual acceptable to the COUNTY.

7.4 CRIMINAL HISTORY RECORDS CHECK.

The CONSULTANT, CONSULTANT'S employees, subcontractors/subconsultants of CONSULTANT and employees of subcontractors/subconsultants shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its price for any services authorized under this Contract includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and the above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT and provide specific instructions for meeting the requirements of this Ordinance.

Each individual undergoing a criminal justice background check is required to have his/her own unique email address in order to comply with security awareness training. If an employee of CONSULTANT does not have his/her own unique email address, CONSULTANT agrees to provide one to that employee.

Individuals passing the background check will be issued a badge. CONSULTANT shall make every effort to collect the badges of its employees and its subconsultants' employees upon conclusion of the contract work and return them to the COUNTY. If the CONSULTANT or its subconsultant terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within 2 hours. At the time of termination, the CONSULTANT shall retrieve the badge and return it to the COUNTY in a timely manner. The COUNTY reserves the right to suspend any consultant that; 1) is not in compliance with the requirements of County Code Section 2-371-2-377 as may be amended, 2) does not immediately contact the COUNTY regarding a terminated employee or subconsultant employee, or 3) fails to make a good faith effort to comply with the badge retrieval policy.

7.5 EQUAL BUSINESS OPPORTUNITY PROGRAM.

Policy. It is the policy of the Board of County Commissioners of Palm Beach County, Florida (the Board) that all segments of its business population including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the COUNTY's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The

EBO Ordinance sets forth the COUNTY's requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of CONSULTANT from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved.

WAIVER of Affirmative Procurement Initiatives (APIs). The Office of Equal Business Opportunity has waived the API requirements for this contract based on a determination that sufficient qualified S/M/WBEs are unavailable for the required services.

EBO Schedules. If CONSULTANT uses subcontractors to perform work or services under this agreement, then CONSULTANT must submit:

EBO Schedule 1 List of all Subcontractors signed by the CONSULTANT, and

EBO Schedule 2 Letter of Intent to Perform as a Subcontractor signed by each subcontractor.

CONSULTANT shall report all subcontractor payment information for each CSA assigned on EBO Schedules 3a and 4, or as otherwise required by the Office of EBO, and, when the EBO portal is available, input subcontractor payment information directly into the COUNTY's contract management system.

CONSULTANT shall pay subconsultants undisputed amounts within ten (10) days after COUNTY pays the CONSULTANT. In the event of a disputed invoice, the CONSULTANT shall send the subconsultant and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

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

The Office of EBO has the right to review CONSULTANT's records and interview Subcontractors in order to determine compliance with the COUNTY's EBO Program and contract requirements for up to four (4) years from contract completion or termination date.

7.6 NON-DISCRIMINATION.

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

7.7 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, representative 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, sub-consultants and suppliers 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.

The CONSULTANT represents that all subconsultant agreements entered into shall incorporate by reference the terms and conditions of this Contract, and further warrants that the COUNTY is an intended express third party beneficiary of any such subcontract.

7.8 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 other consideration contingent upon or resulting from the award of making of this Contract.

7.9 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.

7.10 TAXES.

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. The CONSULTANT is not 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 employee's payroll, payroll taxes, and benefits with respect to this Contract.

7.11 AVAILABILITY OF FUNDS.

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

7.12 INSURANCE.

7.12.1 Requirements. CONSULTANT shall maintain, at its sole expense, in full force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under this Contract. CONSULTANT agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

7.12.2 Commercial General Liability. CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 combined single limit for bodily

injury and property damage each occurrence. Coverage shall not contain any endorsements excluding Contractual Liability or Cross Liability.

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

7.12.3 Business Automobile Liability. CONSULTANT 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 CONSULTANT does not own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability or separate Business Auto coverage form.

7.12.4 Workers' Compensation Insurance & Employer's Liability. CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

7.12.5 Professional Liability/Technology Errors and Omissions. CONSULTANT shall maintain Technology Errors & Omissions Liability or equivalent Professional Liability insurance with coverage for cyber liability and security breach, at a limit of liability not less than \$1,000,000 each occurrence and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONSULTANT warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. **The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.** The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

7.12.6 Cyber Liability/Technology Errors & Omissions: CONTRACTOR shall maintain Technology Errors & Omissions, or equivalent insurance with coverage for cyber liability and security breach with a limit of liability not less than \$1,000,000 per occurrence, and \$5,000,000 per aggregate. For policies written on a "claims-made" basis, CONTRACTOR warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended

Reporting Period (SERP) during the life of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve CONTRACTOR of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an “occurrence” or “claims - made” form.

7.12.7 Waiver of Subrogation. Except where prohibited by law, CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy, except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

7.12.8 Certificate(s) of Insurance. On execution of this Contract, renewal of the Contract, and upon request by COUNTY, or upon expiration of any of the required coverages throughout the term of the Contract, CONSULTANT shall deliver to the COUNTY or to COUNTY’s designated representative a signed a Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect.

Certificates for the COUNTY shall be addressed to:

Palm Beach County Board of County Commissioners,
c/o FDO Electronic Services & Security Division,
2633 Vista Parkway,
West Palm Beach, FL 33411-5604

7.12.9 Right to Revise or Reject. COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract.

7.13 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.

7.14 CONFIDENTIALITY OF INFORMATION AND COMPLIANCE WITH THE PUBLIC RECORDS LAW.

7.14.1 Public Records Requests. Under Chapter 119, Florida Statutes (the Florida Public Records Law), a request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency.

7.14.2 Records Exempt from the Public Records Laws. The Florida Public Records Law provides for certain exemptions to Florida's Public Records Law to protect the security of specific governmental facilities, employees and visitors. For the same security reasons, the COUNTY has the statutory obligation to protect such records from public disclosure and only disclose confidential and/or exempt information to a licensed engineer, architect or contractor. The purpose of this Section is to facilitate the CONSULTANT's work by making specific documents available to individuals/firms while implementing controls on the distribution of records or information which is confidential and/or exempt from the Florida Public Records Law.

7.14.3 County Confidential Information. For purposes of this Section, "County Confidential Information" shall include all information or material that is confidential and/or exempt according to the Florida Public Records Law. The exemptions most relevant to the CONSULTANT include, but are not limited to:

- Plans, blueprints, drawings and diagrams which depict the internal layout and structural elements of a building or other structure, including 911, E911 or Public Safety Radio communication system infrastructure owned or operated by the COUNTY;
- Security or firesafety system plans records, information, photographs, audio and visual representations, schematic diagrams, surveys, recommendations or

consultations relating directly to the physical security or firesafety of the facility or revealing security or firesafety systems;

- Geographical maps indicating the actual or proposed locations of 911, E911 or Public Safety Radio communication system infrastructure, including towers, antennae, equipment or facilities used to provide 911, E911 or Public Safety Radio services, or 911, E911 or Public Safety Radio communication structures or facilities owned and operated by the COUNTY;
- Nationwide Public Safety Broadband Network (Network) information, where such information would reveal the design and operation of Network facilities; Network coverage, including geographical maps indicating actual or proposed locations of Network infrastructure or facilities; the capabilities of Network infrastructure and facilities; the functions of Network services; and the security, including cybersecurity, of the design and operation of the Network;
- Threat assessments;
- Emergency evacuation plans;
- Sheltering arrangements; and/or
- Manuals for security or firesafety personnel, emergency equipment or security or firesafety training.

The CONSULTANT has an obligation to maintain the confidential status of County Confidential Information. The CONSULTANT shall hold and maintain the County Confidential Information in the strictest confidence for the sole and exclusive benefit of the COUNTY. The CONSULTANT shall restrict access to County Confidential Information to: 1) the CONSULTANT's employees, and/or 2) licensed architects, engineers, contractors, subcontractors (Third Parties) for the sole purpose of providing services related to this Contract. Prior to releasing any County Confidential Information to a Third Party, the CONSULTANT shall require those Third Parties to execute nondisclosure restrictions at least as protective as those in this Contract, and maintain a list of any Third Party to which the CONSULTANT has distributed County Confidential Information. Other than as authorized above, the CONSULTANT **shall not, without prior written approval of COUNTY, publish, copy, or otherwise disclose to others any County Confidential Information.**

7.14.4 Disclosure Warning. If County Confidential Information is in written form, the CONSULTANT shall label or stamp the materials as they are created with the Disclosure Warning described below on each and every sheet of plans, documents or reports that contains exempt information. If the CONSULTANT is distributing County Confidential Information to authorized recipients, the materials and the correspondence related thereto should contain the following disclosure warning:

DISCLOSURE WARNING. THIS DOCUMENT IS EXEMPT AND/OR

CONFIDENTIAL UNDER SEC. 119.071, FLORIDA STATUTES. ANY ENTITY OR PERSONS RECEIVING SUCH INFORMATION SHALL MAINTAIN THE EXEMPT AND CONFIDENTIAL STATUS OF THE INFORMATION UNLESS OTHERWISE AUTHORIZED BY THE COUNTY. THESE DOCUMENTS SHALL NOT BE DISTRIBUTED, LOANED OR COPIED WITHOUT THE WRITTEN PERMISSION OF THE COUNTY IN ACCORDANCE WITH THE RELEVANT PROVISIONS OF FLORIDA LAW. THE COUNTY MUST BE ADVISED IMMEDIATELY AS TO ANY CHANGES IN CUSTODIAN FROM THOSE PERSONS LISTED IN CORRESPONDENCE FOR ORIGINAL DISTRIBUTION, IF THE DOCUMENTS ARE LOST OR STOLEN, OR IF THERE IS IMPROPER DISCLOSURE OR UNAUTHORIZED USE OF THE INFORMATION IN THE DOCUMENT. UPON COMPLETION OF USE, WORK, PROJECT, OR CONTRACT, THE CONSULTANT/CONTRACTOR SHALL SHRED OR BURN ANY DUPLICATE RECORDS.

7.14.5 Identifying Correspondence that May Contain Exempt or Confidential Information. In order to assist in the identification of electronic records (email) which may be exempt from public records requests and protect information that is exempt from disclosure, the CONSULTANT (as either the writer or receiver of an electronic document which may contain confidential and/or exempt information) must use the letters "PREX" (in caps) as the first four letters of the subject line of the electronic document. The PREX identifier should be used if the email contains confidential and/or exempt information in the body and/or an attachment.

7.14.6 Notification of Improper Disclosure. Centegix must immediately notify COUNTY if County Confidential Information is lost or stolen or of any improper disclosure or unauthorized use of the County Confidential Information. COUNTY must immediately notify Centegix if Centegix Confidential Information (as defined in Section 1 hereof) is lost stolen or of any improper disclosure or unauthorized use of Centegix Confidential Information. Such notification will be made by the applicable Party not more than seven (7) business days after the discovery of such an improper disclosure or unauthorized use of County Confidential Information or Centegix Confidential Information, as applicable. The notification shall identify, to the extent known, the nature of the improper disclosure or unauthorized use, the confidential information disclosed or used, who made the disclosure of or used the information, what the Party has done or shall do to mitigate any harmful effects of the improper disclosure or unauthorized use, and what corrective action the Party has taken or shall take to prevent future similar unauthorized use or improper disclosure. The Party shall provide any other such information about the unauthorized use or improper disclosure as reasonably requested by the other Party whose confidential information has been disclosed. The reporting Party shall take all steps the other Party deems advisable to mitigate, resolve and/or prevent the unauthorized use or improper disclosure of the confidential information.

7.14.7 Survival. The nondisclosure provisions of this Section shall survive the termination or expiration of this Contract. The CONSULTANT's duty to hold County Confidential

Information in confidence shall remain in effect until COUNTY sends the CONSULTANT written notice releasing the CONSULTANT from the provisions of this Section.

7.14.8 Enforcement. The CONSULTANT understands that non-compliance with the terms of this Section may result in debarment pursuant to the Palm Beach County Code as well as subject itself to any other remedies available to the COUNTY at law or in equity.

IF THE CONTRACTOR/CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR/CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT: BUSINESS AND COMMUNITY AGREEMENTS MANAGER, FACILITIES DEVELOPMENT & OPERATIONS, 2633 VISTA PARKWAY, WEST PALM BEACH, FL 33411 OR BY EMAIL AT FDORECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-233-5252

7.15 LAW AND VENUE; REMEDIES.

This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties acknowledge that venue of all actions arising out of or related to the Contract shall be proper only in a state court of competent jurisdiction 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 or 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.

COUNTY and CONSULTANT agree that the notice and cure provisions of Florida Statute Chapter 558 shall not apply to this Contract.

7.16A INDEMNIFICATION.

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

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

that action or proceeding.

This section shall survive termination or expiration of this Contract.

7.16B PATENT AND COPYRIGHT INDEMNITY

CONSULTANT hereby indemnifies and shall defend and hold the COUNTY, and its officers and employees, harmless from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by COUNTY as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and/or copyright and arising out of the use of the software, applications, equipment or materials furnished under the Contract by CONSULTANT, or out of the processes or actions employed by, or on behalf of CONSULTANT in connection with the performance of the Contract.

CONSULTANT shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by COUNTY; provided that COUNTY shall have notified CONSULTANT upon becoming aware of such claims or actions, and provided further that CONSULTANT's aforementioned obligations shall not apply to software, applications, equipment, materials, or processes furnished or specified by COUNTY. CONSULTANT shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing software, applications, equipment, materials, or processes, or to modify such infringing software, applications, equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing software, applications, equipment, material or processes, provided that such substituted and modified software, applications equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

This section shall survive the termination or expiration of this Contract.

7.17 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 of 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. CONSULTANT shall provide COUNTY with an executed Conflict of Interest Disclosure Form, attached as **Exhibit E** and incorporated herein.

The CONSULTANT shall promptly notify the COUNTY's Representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the

CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the COUNTY. 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.

7.18 EXCUSABLE DELAYS.

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes 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; 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 in the opinion of the COUNTY the CONSULTANT's failure to perform was without it or its subcontractors fault or negligence, the 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. CONSULTANT hereby affirms that extension of time is the Contractor's sole and exclusive remedy. Apart from extension of time, no payment of claim for damages shall be made to the CONSULTANT as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the work whether such delay is avoidable or unavoidable.

7.19 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.

7.20 NOTICES.

All notices required in this Contract if sent to the COUNTY shall be mailed to:

Director
Electronic Services & Security Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604

with copy to:

Director
Facilities Development and Operations Department
Palm Beach County

Project Name: Emergency Notification System
Project Number: 2023-004901

2633 Vista Parkway
West Palm Beach, FL 33411-5603

AND

County Attorney's Office
301 N. Olive Avenue, 6th Floor
West Palm Beach, FL 33401

and if sent to the CONSULTANT / Centegix shall be mailed to:

2120 Powers Ferry Rd.
Unit 110
Atlanta, GA 30339

With copy to:

legal@centegix.com

7.21 SEVERABILITY.

If any provision(s), or portion(s) of a provision(s) of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and if possible the invalid, illegal, or unenforceable provision shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

7.22 ENTIRETY OF CONTRACTUAL AGREEMENT.

7.22.1 Entire 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.

7.22.2 Exhibits. This Contract includes the following exhibits, which are attached hereto and made a part hereof:

- Exhibit A** - Form of CSA
- Exhibit B** - Pricing
- Exhibit C** - Special Conditions Applicable to Construction
- Exhibit D** - Insurance Certificates
- Exhibit E** - Conflict of Interest Disclosure Form

7.23 SUCCESSORS AND ASSIGNS.

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the 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 which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

7.24 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).

7.25 OFFICE OF THE INSPECTOR GENERAL.

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

7.26 SCRUTINIZED COMPANIES.

7.26.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

7.26.2 **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With

Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

7.27 COMPLIANCE WITH LAWS AND REGULATIONS.

The CONSULTANT shall comply with all laws, policies and procedures, resolutions, ordinances and regulations in effect at the time of performance of services under this Contract and 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 under this Contract.

7.28 NO THIRD PARTY BENEFICIARY.

Except as specifically and expressly provided for herein, 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 any employees of the COUNTY and the CONSULTANT.

7.29 ACCESS AND AUDITS.

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Contract for at least three (3) years after completion or termination of this Contract. Upon fourteen (14) business days' prior written notice to CONSULTANT, 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.

7.30 E-VERIFY - EMPLOYMENT ELIGIBILITY.

CONSULTANT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the CONSULTANT's subconsultants performing any duties and obligations under this Contract are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONSULTANT shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT

shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes as may be amended. If COUNTY has a good faith belief that CONSULTANT's subconsultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant. If COUNTY terminates this Contract pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

7.31 EFFECTIVE DATE.

This Contract is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same contract.

REMAINDER OF THIS 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; an authorized official of the CONSULTANT has made and executed this Contract on behalf of the CONSULTANT.

ATTEST:

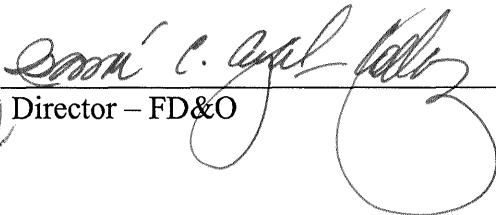
**JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER**

By: _____
Deputy Clerk

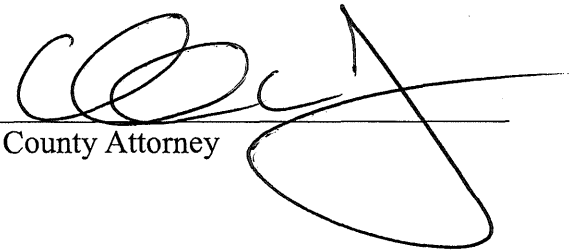
**PALM BEACH COUNTY, a political
Subdivision of the State of Florida,
BOARD OF COUNTY COMMISSIONERS**

By: _____
Maria Sachs, Mayor

**APPROVED AS TO TERMS
AND CONDITIONS**

By:  _____
Director – FD&O


**APPROVED AS TO
LEGAL SUFFICIENCY**

By:  _____
County Attorney

Project Name: Emergency Notification System
Project Number: 2023-004901

WITNESS:

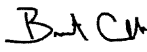
**34ED, LLC
CONSULTANT**



Signature

Jason McCarthy

Name (type or print)



Signature

Brent Cobb

Name (type or print)

CEO

Title

**CONTRACT EXHIBIT A
SAMPLE CSA**

CONSULTANT SERVICES AUTHORIZATION # __

34ED, LLC

PROJECT NAME: EMERGENCY NOTIFICATION SYSTEM

PROJECT NO.: 2023-004901

THIS CONSULTANT SERVICES AUTHORIZATION (CSA) NO. __ to the Contract dated <0/00/00 (R-xx-0000)> (the "Contract") between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners and the Consultant identified herein is for the consultant services described in Item 4 of this CSA.

1. CONSULTANT: 34ED, LLC, whose Federal Tax ID# is 82-3617556.

2. History: Not applicable. This CSA is for a new project. *(If there have been previous CSAs or an existing Contract for this Project, list here)*

3. Services completed to date: Not applicable. This CSA is for a new project. *(If there have been previous CSAs or an existing Contract for this Project, list here what has been done to date)*

4. Description of Services to be provided by Consultant: Services shall include <consulting tasks> as detailed on the attached proposal from Consultant dated xxxx. In the event of a conflict between the terms and conditions of the Contract and the terms and conditions of Consultant's proposal, the terms and conditions of the Contract shall control.

5. Compensation: The compensation to be paid to the Consultant for the requested services shall be: <Lump Sum or Not-To-Exceed>charge of \$ _____ which price is based on the pricing pages attached to the Contract.

6. Termination. This CSA may be terminated, in whole or in part, by the County with or without cause in accordance with the Contract terms. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for all services performed to termination date, together with reimbursable expenses (if applicable) then due in accordance with the Contract terms. Consultant waives any and all claims for lost profits or anticipated future profits in the event of a termination with or without the cause under this Contract.

7. Conflict of Interest Disclosure Form. If not previously provided or for a new project, the Consultant shall provide County with an executed Conflict of Interest Disclosure Form, attached hereto and incorporated herein.

8. Reserved.

9. Modifications. All terms, conditions, and obligations of the original Contract shall remain in full force and effect, unless specifically noted as follows:

<No changes>

10. Attachments. The following attachments are attached hereto and incorporated herein: <list attachments>

11. Time of Commencement: Consultant shall begin work immediately on the requested services upon receipt of this executed document which shall constitute official “**Notice to Proceed**”.

12. EBO Program. The County’s Office of Equal Business Opportunity has waived the API requirements for this Contract based on a determination that sufficient qualified S/M/WBEs providing the goods or services required by the Contract are unavailable in Palm Beach County despite every reasonable attempt to locate them.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

SAMPLE

Project Name: Emergency Notification System
Project Number: 2023-004901

IN WITNESS WHEREOF, this CSA is accepted, subject to the terms and conditions of the
aforementioned Contract.

ATTEST:
JOSEPH ABRUZZO, CLERK &
COMPTROLLER

PALM BEACH COUNTY,
A Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: _____
Director - FD&O

Project Name: Emergency Notification System
Project Number: 2023-004901

CONTRACT EXHIBIT B
PRICING
(from Proposal)

**RFP ATTACHMENT 10
 PRICE PROPOSAL PAGES
 EMERGENCY NOTIFICATION SYSTEM
 PROJECT # 2023-004901
 (Proposer must complete, sign and return with proposal)**

The following pricing is submitted as the all-inclusive pricing to provide the Facilities Development & Operations Department with implementation and maintenance of a fully functional Emergency Notification System in accordance with the Requirements/Scope of Work set forth in this RFP document.

ITEM #1	PILOT BUILDING (Vista Center, see Attachment 5)	LUMP SUM PRICE* ITEM #1: \$ 66,900
----------------	--	---

*Proposer must attach to this price page a detailed cost sheet for installation, implementation and 1 year of maintenance (i.e. pilot may last up to 12 months) for the ENS at the Pilot Building, see RFP Section 6.D.10

ITEM #2	EXPANSION OF ENS TO 1 ADDITIONAL COUNTY BUILDING AFTER SUCCESSFUL PILOT (Governmental Center, see Attachment 5)	LUMP SUM PRICE* ITEM #2: \$ 77,400
----------------	--	---

*Proposer must attach to this price page a detailed cost sheet for installation, implementation and 1 year of maintenance for expansion of the ENS to 1 additional County Building upon successful completion of the Pilot, see RFP Section 6.D.10. This cost sheet will be basis for future additions to the contract as additional County buildings are added to the ENS. Annual price increases to the cost sheet will be allowed up to 3%, if supported by changes in the CPI.

TOTAL PRICE* FOR ITEMS 1 & 2: \$ 144,300

* Only the TOTAL PRICE for Items #1 and 2 will be used to determine points for evaluation.

Please provide a Rough Order of Magnitude (ROM) Estimate to install, implement and maintain a fully functional Emergency Notification System in accordance with all of the RFP requirements in all of County's 14 million square feet of institutional space (for approximately 6,000 County employees and approximately 800 buildings). ROM Estimate will not be used for evaluation or contractual purposes but merely for informational purposes.

ITEM #3	14 MILLION SQUARE FEET OF INSTITUTIONAL SPACE	ROM ESTIMATE	ITEM #3:
		\$ 725,000/year	

The Proposer certifies by signature below the following:

- a. This pricing is current, accurate, complete, and is presented as the Total Pricing, including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.
- b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFP.
- c. The Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the Proposer at any time during the solicitation process and in any form deemed necessary by the County.

Note: Failure to certify and submit the required information all deem your proposal non-responsive.

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT): Jason McCarthy

TITLE: CFO

COMPANY: 34ED LLC, d/b/a CENTEGIX

ADDRESS: 2120 Powers Ferry Rd, Suite 110

CITY/STATE/ZIP: Atlanta, GA 30339

TELEPHONE NO. 800-950-9202

SIGNATURE: *Jason McCarthy*

PRICING BREAKDOWN

General Notes

Centegix CrisisAlert platform is provided as-a-service, meaning there is no transfer of ownership of hardware, therefore no separate costs for hardware, software, maintenance, monitoring, etc.

The annual platform cost includes all software, hardware, monitoring, maintenance, and warranty.

Designated Pilot Facility

Scope

Vista Center 2300 N. Jog Rd, West Palm Beach, #1448

- Includes building, parking garage, parking lots, and all immediate surrounding grounds on property
- 570 CrisisAlert Badges for employees

Notes

Centegix standard contracts are a 5-year term. The annual platform cost for the Designated Pilot Facility is based on a 5-year term but extended to Palm Beach County for a single-year term for the purpose of this pilot project.

Upon successful completion of the pilot, if Palm Beach County elects to continue with Centegix, Centegix will offer Palm Beach County various term options.

Note that the one-time fees for this facility would not be charged again if Palm Beach County chooses to move forward with Centegix after the pilot.

Pricing includes 825 badges for staff members. CrisisAlert assigns one badge per individual employee, which will work at any of the facilities, so actual pricing may be adjusted based on total number of badges actually required. For example, if there is overlap in the employee count between the facilities, the number of badges required (and therefor the price) will be reduced, if there are additional badges required, the price may be increased.

Designated Pilot Facility Pricing Breakdown

Annual Platform Cost	\$	47,250
One Time Fees:		
Setup & Installation	\$	17,600
Implementation	\$	1,200
Cellular Wireless Backup	\$	500
Shipping	\$	400
On-Site Training	\$	
Total one-time fees	\$	20,450
Total first year cost	\$	66,900

Designated Additional County Building

Scope

Governmental Center, 301 N. Olive Ave West Palm Beach, FL 33401, #20

- Governmental Center Parking Garage, 215 N Olive Ave 100, West Palm Beach, 33401, #124
- 850 CrisisAlert Badges for employees

Notes

Centegix typical contracts are a 5 year term, with a 3-year term being the minimum. The annual platform cost for the Designated Additional County Building is based on a 5 year term, but extended to Palm Beach County for a single year for the purposes of this pilot project.

Upon successful completion of the pilot, if Palm Beach County elects to continue with Centegix, Centegix will offer Palm Beach County various term options.

Pricing includes 850 badges for staff members. CrisisAlert assigns one badge per individual employee, which will work at any of the facilities, so actual pricing may be adjusted based on total number of badges actually required. For example, if there is overlap in the employee count between the facilities, the number of badges required (and therefor the price) will be reduced, if there are additional badges required, the price may be increased.

Designated Additional County Building Pricing Breakdown

Annual Platform Cost	\$	51,100
One Time Fees:		
Setup & Installation	\$	24,200
Implementation	\$	1,200
Cellular Wireless Backup	\$	500
Shipping	\$	400
On-Site Training	\$	
Total one-time fees	\$	27,050
Total first year cost	\$	77,400

Additional County Buildings

Scope

14,000,000 square feet of facilities
6000 CrisisAlert badges for employees

Notes

- This Rough Order of Magnitude pricing is based on the information provided in the RFP, attachment 5, which includes 140 buildings/facilities, which cover approximately 10.5 million square feet.
- The pricing provided does not take into account buildings that should/could be grouped into a single site.
- This pricing is a rough order of magnitude annual pricing for these buildings/facilities.
- This pricing does not take into account a minimum annual charge for smaller individual buildings/facilities which may have to be considered in further analysis.
- This pricing includes ROM pricing for Setup and Installation, but does not include other initial one-time fees for each building/facility as many buildings may be combined into a single site which will impact the scope of this project.
- Pricing may be adjusted based on total number of employees requiring badges.

Designated Additional County Building Pricing Breakdown Estimate

Annual Platform Cost	\$	725,000
<hr/>		
One Time Fees:		
Setup & Installation	\$	210,000
Implementation	\$	TBD
Cellular Wireless Backup	\$	TBD
Shipping	\$	TBD
On-Site Training	\$	TBD
Total one-time fees	\$	TBD
<hr/>		
Total first year cost	\$	935,000

Replacement Components & Services

Description	Cost
*Locating Beacon - 5 Pack	\$250
*CrisisAlert Hub - 5 Pack	\$250
*Strobes - 5 Pack	\$250
CrisisAlert Badge - 10 Pack	\$200
CrisisAlert Badge - 40 Pack	\$800
CrisisAlert Badge - 500 Pack	\$6000
CrisisAlert Badge - 1000 Pack	\$10,000
Hub Cover	\$25
QR Device Scanner	\$50
Intercom Integration Device	\$200
Outdoor Kit (Solar)	\$250
Gateway	\$400
Map Rendering	\$250
Cellular Wireless Backup	\$500
Uninstall Rate	Variable per sq. ft
Reinstall Rate	Variable per sq. ft
Labor Rate – per hour	Variable

*Any combination of 5 individual items (Beacon, Hub, Strobe) = \$250.

Notes: Shipping and handling not included in the above pricing. Costs as of 9/15/2022. Prices subject to change.

CONTRACT EXHIBIT C

SPECIAL CONDITIONS APPLICABLE TO CONSTRUCTION

1. The Consultant must submit detailed plans and specifications prepared by a design professional licensed in the State of Florida for all construction to the County Representative for the County's written approval prior to commencing work on same.
2. The Consultant must obtain all development approvals and permits from the appropriate regulatory agencies prior to commencing any construction. All applications for permits and approvals of any kind require the approval of the County Representative.
3. The Consultant must provide to the County Representative copies of all development approvals and permits obtained for the construction.
4. The Consultant must require its consultants, subconsultants, contractors and subcontractors to furnish satisfactory evidence, as applicable, of statutory Worker's Compensation insurance, professional liability insurance, comprehensive general liability insurance, comprehensive auto insurance, and physical damage insurance on a Builder's Risk form with the interest of County endorsed thereon in amounts as determined by the County's Risk Management Department.
5. The Consultant must include in its contracts with contractors, subcontractors, consultants and subconsultants the following indemnity clause indemnifying the County:

Contractor shall indemnify and hold harmless the County and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by the Contractor in the performance of this Contract.
6. The Consultant must obtain a payment and performance bond in conformity with the requirements of Florida Statute § 255.05 on a County approved form and from a surety meeting the County's requirements for all construction projects in excess of \$200,000, or such monetary limit as in effect at the time of the construction. County must be named as an obligee on the bond.
7. The Consultant must notify the County Representative at least five (5) Days prior to the commencement of the construction.
8. Throughout any construction, the Consultant must invite the County Representative to attend any construction progress meetings between Consultant and its contractor(s). Any changes requested by the Consultant modifying approved final plans must be in writing and approved by the County Representative prior to implementation.

9. All construction must be performed in a good and workmanlike manner by licensed contractors using good quality materials and supplies, and components and replacement parts that are of equal or better quality than the quality of those being repaired or replaced and must be performed through completion.

10. The Consultant must ensure that all construction is completed in accordance with the approved plans and is performed in compliance with all government laws, regulations, rules, ordinances, and orders.

11. The Consultant must ensure that all persons or entities performing work or providing materials relating to such construction including, but not limited to, all consultants, contractors, subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials.

12. The Consultant must notify all parties performing work or providing materials relating to the construction that the County's property is not subject to liability under the Construction Lien Law of the State of Florida. If so requested by County, the Consultant must file a notice satisfactory to County in the Public Records of Palm Beach County, Florida, stating that County's property is not subject to liens for construction performed by the Consultant. In the event that a construction lien is filed against the County's property in connection with any work performed by or on behalf of the Consultant, the Consultant must satisfy such claim, or transfer same to security, within 30 Days from the date of filing. In the event that the Consultant fails to transfer or satisfy such claim within the 30 Day period, County may do so and thereafter charge the Consultant all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorneys' fees, and the Non-County must promptly pay to County all such costs upon demand.

13. The County Representative will provide input to the construction punch-list items and must concur in final acceptance once all work has been completed and all permits have been approved and closed by all agencies having jurisdiction.

14. Unless otherwise provided in the Contract, Consultant warrants all equipment, materials, and labor furnished or performed as part of the construction work, against defects in design, materials and workmanship for a period of twelve months (unless longer guarantees or warranties are provided for elsewhere in the Contract in which case the longer periods of time shall prevail) from and after final acceptance of the construction work, regardless of whether the same were furnished or performed by Consultant or by any of its contractors or subcontractors of any tier.

15. Within 60 Days following Consultant's receipt of a certificate of occupancy or certificate of completion, as appropriate, for the construction, the Consultant must prepare and deliver to the County Representative: one (1) complete set of as-built drawings in a hardcopy format, one (1) complete set of as-built drawings in a PDF format, one (1) complete set of as-built drawings in Auto CADD files in the latest version acceptable to the County Representative and all warranty certificates resulting from the construction.

Project Name: Emergency Notification System

Project Number: 2023-004901

**CONTRACT EXHIBIT D
INSURANCE CERTIFICATES**



CERTIFICATE OF LIABILITY INSURANCE

1/1/2024

DATE (MM/DD/YYYY)

8/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Twin City Fire Insurance Company		29459
INSURER B: Trumbull Insurance Company		27120
INSURER C: Nutmeg Insurance Company		39608
INSURER D: Coalition Insurance Solutions, Inc.		25038
INSURER E:		
INSURER F:		

INSURED
1507693 CENTEGIX HOLDINGS, LLC
2120 POWERS FERRY RD.
SUITE 110 & 115
ATLANTA GA 30330

COVERAGES CERTIFICATE NUMBER: 19837190 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$25,000 DED. GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	37CESOF9553	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	37 UEN AC0260	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED: RETENTION \$			37 XS ON2132	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	37 WE AS3ZZF	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D D E	CYBER/TECH E&O/PROF SERV.E&O	N	N	C4N7S248851CYBER2023 RETRO DATE: FULL PRIOR ACTS SEE ATTACHED	1/1/2023	1/1/2024	\$5,000,000 EACH CLAIM/AGGREGATE; \$25,000 RETENTION

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EVIDENCE OF INSURANCE

PALM BEACH COUNTY IS CONSIDERED ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY, AS REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER 19837190 PALM BEACH COUNTY	CANCELLATION See Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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TYPE OF INSURANCE	CARRIER	POLICY NUMBER	POLICY EFF/EXP DATE	LIMIT
SEXUAL ABUSE/MOLESTATION	Lloyd's Syndicate 2623 (Beazley Furlonge Limited)	W34F57230101	5/23/2023-5/23/2024	\$2M AGGREGATE

CONTRACT EXHIBIT E
CONFLICT OF INTEREST DISCLOSURE FORM
(from Proposal)

RFP ATTACHMENT 12
CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

(Attach additional sheets as needed.)

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

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

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

This DISCLOSURE is submitted by (Name of Individual:) Jason McCarthy, as
(Title/Position:) CFO of (Name of Firm:) 34ED LLC
who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.

Jason McCarthy
Signature

11/17/2022
Date

CONSULTANT SERVICES AUTHORIZATION # 1

34ED, LLC

PROJECT NAME: EMERGENCY NOTIFICATION SYSTEM – 2300 Vista

PROJECT NO.: 2023-004901

THIS CONSULTANT SERVICES AUTHORIZATION (CSA) NO. 1 dated _____, 2023 to the Contract dated _____ (R-_____) (the “Contract”) between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners and the Consultant identified herein is for the consultant services described in Item 4 of this CSA.

1. CONSULTANT: 34ED, LLC, whose Federal Tax ID# is 82-3617556.

2. History: Not applicable. This CSA is for a new project.

3. Services completed to date: Not applicable. This CSA is for a new project.

4. Description of Services to be provided by Consultant: Services shall include installation, implementation and one year of maintenance for an Emergency Notification System at Vista Center (2300 N. Jog Road) as detailed on the attached proposal from Consultant. In the event of a conflict between the terms and conditions of the Contract and the terms and conditions of Consultant’s proposal, the terms and conditions of the Contract shall control.

5. Compensation: The compensation to be paid to the Consultant for the requested services shall be: Lump sum fee of **\$66,900** which price is based on the pricing pages attached to the Contract.

6. Payment Terms: Upon execution of this CSA, Consultant will invoice County according to the following billing milestones:

- \$17,600 upon completion of tasks 1-3, setup and pre-installation;
- \$2,100 upon completion of tasks 4 & 5, physical installation and configuration;
- \$47,200 upon successful completion of tasks 6 & 7. This invoice will be clearly marked “final payment”.

7. Termination. This CSA may be terminated, in whole or in part, by the County with or without cause in accordance with the Contract terms. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for all services performed to termination date, together with reimbursable expenses (if applicable) then due in accordance with the Contract terms. Consultant waives any and all claims for lost profits or anticipated future profits in the event of a termination with or without the cause under this Contract.

8. Conflict of Interest Disclosure Form. If not previously provided or for a new project, the Consultant shall provide County with an executed Conflict of Interest Disclosure Form, attached hereto and incorporated herein.

9. Reserved.

10. Modifications. All terms, conditions, and obligations of the original Contract shall remain in full force and effect.

11. Attachments. The following attachments are attached hereto and incorporated herein:

- **Exhibit A - Consultant's proposal**

12. Time of Commencement: Consultant shall begin work immediately on the requested services upon receipt of this executed document which shall constitute official **"Notice to Proceed"**.

13. EBO Program. The County's Office of Equal Business Opportunity has waived the API requirements for this Contract based on a determination that sufficient qualified S/M/WBEs providing the goods or services required by the Contract are unavailable in Palm Beach County despite every reasonable attempt to locate them.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, this CSA is accepted, subject to the terms and conditions of the
aforementioned Contract.

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY, a political
Subdivision of the State of Florida,
BOARD OF COUNTY COMMISSIONERS

By: _____
Maria Sachs, Mayor

APPROVED AS TO TERMS
AND CONDITIONS

By: *Danni C. Ayala-Cello*
Director – FD&O
BL

APPROVED AS TO
LEGAL SUFFICIENCY

By: *[Signature]*
County Attorney

WITNESS:

34ED, LLC
CONSULTANT

Jason McCarthy

Brent Cobb

Signature

Signature

Jason McCarthy

Brent Cobb

Name (type or print)

Name (type or print)

CEO

Title

**EXHIBIT A
CONSULTANT'S PROPOSAL**

PRICING BREAKDOWN

General Notes

Centegix CrisisAlert platform is provided as-a-service, meaning there is no transfer of ownership of hardware, therefore no separate costs for hardware, software, maintenance, monitoring, etc.

The annual platform cost includes all software, hardware, monitoring, maintenance, and warranty.

Designated Pilot Facility

Scope

Vista Center 2300 N. Jog Rd, West Palm Beach, #1448

- Includes building, parking garage, parking lots, and all immediate surrounding grounds on property
- 570 CrisisAlert Badges for employees

Notes

Centegix standard contracts are a 5-year term. The annual platform cost for the Designated Pilot Facility is based on a 5-year term but extended to Palm Beach County for a single-year term for the purpose of this pilot project.

Upon successful completion of the pilot, if Palm Beach County elects to continue with Centegix, Centegix will offer Palm Beach County various term options.

Note that the one-time fees for this facility would not be charged again if Palm Beach County chooses to move forward with Centegix after the pilot.

Pricing includes 825 badges for staff members. CrisisAlert assigns one badge per individual employee, which will work at any of the facilities, so actual pricing may be adjusted based on total number of badges actually required. For example, if there is overlap in the employee count between the facilities, the number of badges required (and therefor the price) will be reduced, if there are additional badges required, the price may be increased.

Designated Pilot Facility Pricing Breakdown

Annual Platform Cost	\$	47,250
One Time Fees:		
Setup & Installation	\$	17,600
Implementation	\$	1,200
Cellular Wireless Backup	\$	500
Shipping	\$	400
On-Site Training	\$	
Total one-time fees	\$	20,450
Total first year cost	\$	66,900

Replacement Components & Services

Description	Cost
*Locating Beacon - 5 Pack	\$250
*CrisisAlert Hub - 5 Pack	\$250
*Strobes - 5 Pack	\$250
CrisisAlert Badge - 10 Pack	\$200
CrisisAlert Badge - 40 Pack	\$800
CrisisAlert Badge - 500 Pack	\$6000
CrisisAlert Badge - 1000 Pack	\$10,000
Hub Cover	\$25
QR Device Scanner	\$50
Intercom Integration Device	\$200
Outdoor Kit (Solar)	\$250
Gateway	\$400
Map Rendering	\$250
Cellular Wireless Backup	\$500
Uninstall Rate	Variable per sq. ft
Reinstall Rate	Variable per sq. ft
Labor Rate – per hour	Variable

*Any combination of 5 individual items (Beacon, Hub, Strobe) = \$250.

Notes: Shipping and handling not included in the above pricing. Costs as of 9/15/2022. Prices subject to change.

Schedule of Deliverables:

Centegix has a well-defined onboarding process. Each CrisisAlert Implementation timeline is roughly 120 days from signing the CSA. Onboarding Specialists are dedicated to each customer and will guide the customer through the implementation phases outlined below.

1. Initial planning.

Centegix will assign an OBS (Onboarding Specialist) who will schedule a kick-off call with the Palm Beach County project team. On that call, the OBS will walk through our typical project schedule, rolls and responsibilities, introduce our communication and tracking tools, and review what information we need to proceed.

Project Planning	
CUSTOMER	<ul style="list-style-type: none"> ● Designate a core team that has primary responsibility for overseeing the CENTEGIX Safety Platform™ implementation, policy, configuration, testing, training and all communication. <ul style="list-style-type: none"> ○ Recommended Core Team: <ul style="list-style-type: none"> ■ Executive Sponsor (Project Manager) ■ IT Contact ■ Facilities Contact ■ Safety and Security Contact ■ Communications Contact ● Provide scaled floor plan drawings of the facility buildings to be mapped in Safety Blueprint in either a PDF or DWG (CAD) format. Drawings must include all buildings, floors, rooms, walls, and doors. Drawings with room numbers labeled are highly preferred. ● Provide an assets list to identify on the Safety Blueprint map (if applicable). ● Provides network information for the CrisisAlert Gateway(s) to be configured. ● Provide a site-specific URL or other API for each message for sites that have IP-based intercom systems with virtual triggers. ● Provide network information for the CrisisAlert Intercom Integration Device to be programmed. ● Provide a site-specific URL or other API for sites that have 3rd party software integrations that CENTEGIX supports. ● Identify individuals who can deliver end-user training for its organization on how to use the CrisisAlert badge (and Visitor Management badge if applicable), including requiring each staff member with a badge to complete a "Badge Training" session in which they, at minimum, activate a badge alert. ● Assist CENTEGIX to obtain the necessary support from the selected public safety answering point (PSAP) agency, if applicable. ● Provide emergency protocols.
CENTEGIX	<ul style="list-style-type: none"> ● Assign a dedicated Onboarding Specialist to the project. ● OBS will lead a Kick-Off call to review CrisisAlert implementation and Scope of

	<p>Work for Customer project team.</p> <ul style="list-style-type: none"> ● OBS will set up weekly or bi-weekly project meetings with the Customer and provide meeting notes and SOW documentation for the customer to review throughout the project. ● OBS to provide best practices learned from other customers for protocols and general system operations.
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2. Provisioning and shipping.

Once Centegix receives the information we need from the Palm Beach County team, we create the Blueprint maps and provision all equipment. We ship gateways and once they are confirmed to be online we ship the rest of the equipment.

Provisioning and Shipping	
CUSTOMER	<ul style="list-style-type: none"> ● Configure firewall rules, web filters and VLANs (if applicable) as per Centegix guidance to allow Centegix gateways to communicate. ● Verifying the accuracy of the Safety Blueprint map including the final floor plan drawings and asset locations (if applicable). ● Confirm receipt of gateways.
CENTEGIX	<ul style="list-style-type: none"> ● Review the customer's submitted floor plan drawings for approval and render the floorplans in Blueprint. ● Program and provision all gateways ● Ship gateways

3. Pre-installation

Palm Beach County will need to connect the pre-configured gateways to the network and to ensure all firewall rules are correctly configured and Centegix can connect to the gateways.

Pre-installation	
CUSTOMER	<ul style="list-style-type: none"> ● Ensure ethernet/power drops run to gateway locations (if required). ● Connecting the Gateway(s) that CENTEGIX will monitor. ● Confirm all hardware has been received. ● Provide evening and weekend access to sites for install team flexibility.
CENTEGIX	<ul style="list-style-type: none"> ● Confirm gateways are online and accessible. ● Ship remaining hardware ● Provide an install schedule for each solution for all site locations provided that all maps have been loaded to the application and approved/signed off by the customer. The schedule is subject to change. Customer will accommodate adjustments needed for the project to remain on track.

4. Physical Installation

Centegix will work with Palm Beach County to schedule a time for installation that is as least disruptive as possible. Centegix installers will complete the installation of all hardware.

Physical Installation	
CUSTOMER	<ul style="list-style-type: none"> ● Override the security system when the installation team is onsite. ● County will provide an escort to ensure that the CENTEGIX installation team is able to access necessary rooms or buildings. ● If CENTEGIX installation team is unable to locate a suitable stationary element to install exterior equipment, the Customer will need to install a pole or other suitable structure for this equipment to be located.
CENTEGIX	<ul style="list-style-type: none"> ● All gateways/wireless back-up equipment must be installed and confirmed online by the CENTEGIX Command Center for all locations before a target install date for the rest of the solution can be confirmed. ● The installation team designated by CENTEGIX will install hardware equipment at each facility/site purchased. ● If required, revisit after testing to address installation maintenance.

5. Configuration

Virtual training sessions are held to show Palm Beach County how to configure and administer the system, and most of the configuration of the system will be completed by Palm Beach County, with guidance and instruction from Centegix.

Configuration	
CUSTOMER	<ul style="list-style-type: none"> ● Deploy the CrisisAlert Desktop Application software to supported equipment, including laptops, desktops, tablets, and mobile equipment using the files provided by the CENTEGIX Onboarding Specialist. ● Allow Public DNS for the CENTEGIX Wireless Back-up equipment. ● Provide the information necessary to enable Active Directory syncing (if applicable). ● Responsible for the configuration of the Safety Platform™ system (including CrisisAlert, Safety Blueprint, and if utilized Visitor Management) with reasonable guidance from CENTEGIX. ● Customer and its third-party intercom provider(s) are responsible for the operation of the intercom system(s) (if applicable). ● Customer determines with Centegix if any 3rd party integrations are needed to complete the intercom integration
CENTEGIX	<ul style="list-style-type: none"> ● Provide remote training for system configuration. ● Provide the requirements for user access to the Safety Blueprint map features. ● Provide remote training for Safety Blueprint asset and map management. ● Pre-program intercom integration device (if applicable)

6. Testing & Training

Centegix provides onsite training at each facility to train the responders and administrators of that facility. Centegix will assist Palm Beach County in establishing a testing and QA plan to ensure the system is operating as expected and identify any final punch list items.

Testing and Training	
CUSTOMER	<ul style="list-style-type: none"> ● Conduct site testing, with guidance from CENTEGIX to ensure the system is functioning properly. Both parties will sign-off in agreement that site testing has been verified.
CENTEGIX	<ul style="list-style-type: none"> ● Provide guidance and instructions for system testing ● Provide onsite training for Responders and Badge Managers at each location (typically 90 minutes per location, specific scope and agenda to be determined with customer) ● Provide materials and online train-the-trainer webinar ● Send Badges/ Scanner to each site

7. Go-live

Once all testing and responder training is complete, Palm Beach County will train their end-users and distribute and activate all staff badges.

Go Live	
CUSTOMER	<ul style="list-style-type: none"> ● Train end-users on protocols and proper badge use. ● Assign and distribute all badges to end-users. ● Integrate ongoing badge training with any new-hire process, training and development, safety training and other procedures
CENTEGIX	<ul style="list-style-type: none"> ● Establish customer support communication plan for escalation of issues ● Proactive monitoring of all Centegix equipment

8. Post Implementation

Escalation channels will be established on both sides and Centegix will move the Palm Beach County facilities into a production mode, with proactive monitoring and full customer support. Centegix will offer a Transition to Support meeting to review post implementation maintenance and paths of escalation.

Post Implementation	
CUSTOMER	<ul style="list-style-type: none"> ● Establish customer support communication plan for escalation of issues ● Provide general troubleshooting on the system and its equipment with the site. IT can escalate an issue to be addressed through their account manager or support manager. ● Managing and maintaining all users and their permissions to the software through the term of the contract. ● Providing Badge Training and training documentation to new users of the system ● Conducting test drills of CrisisAlert. ● Managing and maintaining all Visitor Management hardware through the term of the contract (if applicable). ● Report structural changes to the building floor plans and layout to Centegix. ●
CENTEGIX	<ul style="list-style-type: none"> ● Establish customer support communication plan for escalation of issues ● Proactive monitoring of all Centegix equipment

9. Communication

Centegix will provide Palm Beach County with a PR Kit that includes several assets that can be used by Palm Beach County to communicate with their board, executive sponsors, staff and constituents. It is Palm Beach County's responsibility to communicate internally.

Communications	
CUSTOMER	<ul style="list-style-type: none"> ● Share communications with your stakeholders (Board, Management, Staff, and Employees) during the different stages of your CrisisAlert process. You can do so via internal emails, newsletters, communications, creating a webpage on your website, and on social media. ● During sign-up: Inform all stakeholders about the decision to implement CrisisAlert. ● During installation: Keep stakeholders updated on the progress. Staff will want to know what to expect during this process. Employees may wonder why new equipment is now appearing throughout the building. ● Operational Phase: Your community will want to see how your CrisisAlerts solution works. One way to do this is by hosting a demo day where you can invite

	<p>speakers to participate, provide answers to frequently asked questions, and demonstrate how your new solution works.</p> <ul style="list-style-type: none"> ● Ongoing Communication: Keep your stakeholders informed by communicating with them on how you have utilized your CrisisAlert solution and how it has impacted your community.
CENTEGIX	<ul style="list-style-type: none"> ● Provide a communications kit to help customers communicate to their communities about CrisisAlert. Customer will coordinate a call between CENTEGIX point of contact and the Communications Director for the customer to review best practices for communicating about CrisisAlert.

10. Visitor Management

If Palm Beach County elects to deploy the included Visitor Management capabilities included in the Centegix Safety Platform there are some additional items they will be responsible for.

Visitor Management (if applicable)	
CUSTOMER	<ul style="list-style-type: none"> ● Purchases or provides compatible scanner(s), printer(s), and consumables for use at entry points and all computers on which the system will be used. ● Provide network information for the Visitor Management System to be connected. ● Maintain computers and all other peripherals. Computers will need to be connected to either the WiFi or network before installation. ● Perform all required OS, driver, and browser updates for all computers, scanners, and printers used with Visitor management.

Below is an example timeline of a Centegix onboarding project, broken into 3 main phases: 1) Planning; 2) Installation/Configuration; 3) Testing/Training. This project will be modified and customized for Palm Beach County.

TASK	ASSIGNED TO	PLANNING								INSTALLATION SYSTEM SET-UP TRAINING				TESTING END-USER TRAINING GO LIVE			
		MONTH 1				MONTH 2				MONTH 3				MONTH 4			
		WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6	WEEK 7	WEEK 8	WEEK 9	WEEK 10	WEEK 11	WEEK 12	WEEK 13	WEEK 14	WEEK 15	WEEK 16
Return fully executed P.O. and Order Acknowledgement	Customer	█															
Kick-off meeting	Customer & CENTEGIX		█														
Provide maps	Customer		█	█													
Complete Critical Install Sheet	Customer		█	█													
Configure/Ship Gateways & Equipment	CENTEGIX			█	█	█	█	█									
Draw/Render Maps into Platform	CENTEGIX			█	█	█	█	█									
Confirm Gateways are deployed/online	Customer & CENTEGIX							█	█								
Install equipment	CENTEGIX								█	█	█	█					
Admin Training/System Configuration <i>(alert/responder types, permissions, IP settings, AD if applicable, etc.)</i>	Customer									█	█	█	█				
Responder Training <i>(Includes Train the Trainer Staff Training)</i>	Customer & CENTEGIX										█	█	█				
Conduct Testing <i>(receive customer approval)</i>	Customer & CENTEGIX													█	█	█	
End User Training <i>(Badge Training, Distribute Badges)</i>	Customer															█	
Go Live! <i>(CrisisAlert is fully implemented)</i>	Customer																█

CONSULTANT SERVICES AUTHORIZATION # 2

34ED, LLC

PROJECT NAME: EMERGENCY NOTIFICATION SYSTEM – Governmental Center

PROJECT NO.: 2023-004901

THIS CONSULTANT SERVICES AUTHORIZATION (CSA) NO. 2 dated _____, 2023, to the Contract dated _____ (R-_____) (the “Contract”) between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners and the Consultant identified herein is for the consultant services described in Item 4 of this CSA.

1. CONSULTANT: 34ED, LLC, whose Federal Tax ID# is 82-3617556.

2. History: Not applicable. This CSA is for a new project.

3. Services completed to date: Not applicable. This CSA is for a new project.

4. Description of Services to be provided by Consultant: Services shall include installation, implementation and one year of maintenance for an Emergency Notification System at the Governmental Center (301 N. Olive Ave.) as detailed on the attached proposal from Consultant. In the event of a conflict between the terms and conditions of the Contract and the terms and conditions of Consultant’s proposal, the terms and conditions of the Contract shall control.

5. Compensation: The compensation to be paid to the Consultant for the requested services shall be: Lump sum fee of \$77,400 which price is based on the pricing pages attached to the Contract.

6. Payment Terms: Upon execution of this CSA, Consultant will invoice County according to the following billing milestones:

- \$24,200 upon completion of tasks 1-3, setup and pre-installation;
- \$2,100 upon completion of tasks 4 & 5, physical installation and configuration;
- \$51,100 upon successful completion of tasks 6 & 7. This invoice will be clearly marked “final payment”.

7. Termination. This CSA may be terminated, in whole or in part, by the County with or without cause in accordance with the Contract terms. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for all services performed to termination date, together with reimbursable expenses (if applicable) then due in accordance with the Contract terms. Consultant waives any and all claims for lost profits or anticipated future profits in the event of a termination with or without the cause under this Contract.

8. Conflict of Interest Disclosure Form. If not previously provided or for a new project, the Consultant shall provide County with an executed Conflict of Interest Disclosure Form, attached hereto and incorporated herein.

9. Reserved.

10. Modifications. All terms, conditions, and obligations of the original Contract shall remain in full force and effect.

11 Attachments. The following attachments are attached hereto and incorporated herein:

- **Exhibit A - Consultant's proposal**

12. Time of Commencement: Consultant shall begin work immediately on the requested services upon receipt of this executed document which shall constitute official **"Notice to Proceed"**.

13. EBO Program. The County's Office of Equal Business Opportunity has waived the API requirements for this Contract based on a determination that sufficient qualified S/M/WBEs providing the goods or services required by the Contract are unavailable in Palm Beach County despite every reasonable attempt to locate them.

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IN WITNESS WHEREOF, this CSA is accepted, subject to the terms and conditions of the
aforementioned Contract.

ATTEST:

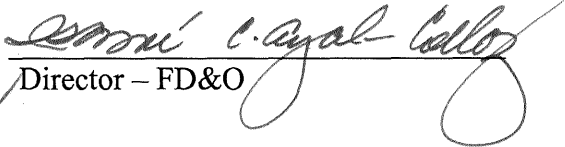
JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

By: _____
Deputy Clerk

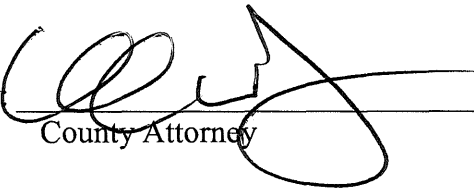
PALM BEACH COUNTY, a political
Subdivision of the State of Florida,
BOARD OF COUNTY COMMISSIONERS

By: _____
Maria Sachs, Mayor

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
Director – FD&O

APPROVED AS TO
LEGAL SUFFICIENCY

By:  _____
County Attorney

WITNESS:

**34ED, LLC
CONSULTANT**

JM

Signature

Jason McCarthy

Name (type or print)

B. Cobb

Signature

Brent Cobb

Name (type or print)

CEO

Title

**EXHIBIT A
CONSULTANT'S PROPOSAL**

Designated Additional County Building

Scope

Governmental Center, 301 N. Olive Ave West Palm Beach, FL 33401, #20

- Governmental Center Parking Garage, 215 N Olive Ave 100, West Palm Beach, 33401, #124
- 850 CrisisAlert Badges for employees

Notes

Centegix typical contracts are a 5 year term, with a 3-year term being the minimum. The annual platform cost for the Designated Additional County Building is based on a 5 year term, but extended to Palm Beach County for a single year for the purposes of this pilot project.

Upon successful completion of the pilot, if Palm Beach County elects to continue with Centegix, Centegix will offer Palm Beach County various term options.

Pricing includes 850 badges for staff members. CrisisAlert assigns one badge per individual employee, which will work at any of the facilities, so actual pricing may be adjusted based on total number of badges actually required. For example, if there is overlap in the employee count between the facilities, the number of badges required (and therefor the price) will be reduced, if there are additional badges required, the price may be increased.

Designated Additional County Building Pricing Breakdown

Annual Platform Cost	\$	51,100
<hr/>		
One Time Fees:		
Setup & Installation	\$	24,200
Implementation	\$	1,200
Cellular Wireless Backup	\$	500
Shipping	\$	400
On-Site Training	\$	
Total one-time fees	\$	27,050
<hr/>		
Total first year cost	\$	77,400

Replacement Components & Services

Description	Cost
*Locating Beacon - 5 Pack	\$250
*CrisisAlert Hub - 5 Pack	\$250
*Strobes - 5 Pack	\$250
CrisisAlert Badge - 10 Pack	\$200
CrisisAlert Badge - 40 Pack	\$800
CrisisAlert Badge - 500 Pack	\$6000
CrisisAlert Badge - 1000 Pack	\$10,000
Hub Cover	\$25
QR Device Scanner	\$50
Intercom Integration Device	\$200
Outdoor Kit (Solar)	\$250
Gateway	\$400
Map Rendering	\$250
Cellular Wireless Backup	\$500
Uninstall Rate	Variable per sq. ft
Reinstall Rate	Variable per sq. ft
Labor Rate – per hour	Variable

*Any combination of 5 individual items (Beacon, Hub, Strobe) = \$250.

Notes: Shipping and handling not included in the above pricing. Costs as of 9/15/2022. Prices subject to change.

Schedule of Deliverables:

Centegix has a well-defined onboarding process. Each CrisisAlert Implementation timeline is roughly 120 days from signing the CSA. Onboarding Specialists are dedicated to each customer and will guide the customer through the implementation phases outlined below.

1. Initial planning.

Centegix will assign an OBS (Onboarding Specialist) who will schedule a kick-off call with the Palm Beach County project team. On that call, the OBS will walk through our typical project schedule, rolls and responsibilities, introduce our communication and tracking tools, and review what information we need to proceed.

Project Planning	
CUSTOMER	<ul style="list-style-type: none"> ● Designate a core team that has primary responsibility for overseeing the CENTEGIX Safety Platform™ implementation, policy, configuration, testing, training and all communication. <ul style="list-style-type: none"> ○ Recommended Core Team: <ul style="list-style-type: none"> ■ Executive Sponsor (Project Manager) ■ IT Contact ■ Facilities Contact ■ Safety and Security Contact ■ Communications Contact ● Provide scaled floor plan drawings of the facility buildings to be mapped in Safety Blueprint in either a PDF or DWG (CAD) format. Drawings must include all buildings, floors, rooms, walls, and doors. Drawings with room numbers labeled are highly preferred. ● Provide an assets list to identify on the Safety Blueprint map (if applicable). ● Provides network information for the CrisisAlert Gateway(s) to be configured. ● Provide a site-specific URL or other API for each message for sites that have IP-based intercom systems with virtual triggers. ● Provide network information for the CrisisAlert Intercom Integration Device to be programmed. ● Provide a site-specific URL or other API for sites that have 3rd party software integrations that CENTEGIX supports. ● Identify individuals who can deliver end-user training for its organization on how to use the CrisisAlert badge (and Visitor Management badge if applicable), including requiring each staff member with a badge to complete a "Badge Training" session in which they, at minimum, activate a badge alert. ● Assist CENTEGIX to obtain the necessary support from the selected public safety answering point (PSAP) agency, if applicable. ● Provide emergency protocols.
CENTEGIX	<ul style="list-style-type: none"> ● Assign a dedicated Onboarding Specialist to the project. ● OBS will lead a Kick-Off call to review CrisisAlert implementation and Scope of Work for Customer project team.

	<ul style="list-style-type: none"> ● OBS will set up weekly or bi-weekly project meetings with the Customer and provide meeting notes and SOW documentation for the customer to review throughout the project. ● OBS to provide best practices learned from other customers for protocols and general system operations.
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2. Provisioning and shipping.

Once Centegix receives the information we need from the Palm Beach County team, we create the Blueprint maps and provision all equipment. We ship gateways and once they are confirmed to be online we ship the rest of the equipment.

Provisioning and Shipping	
CUSTOMER	<ul style="list-style-type: none"> ● Configure firewall rules, web filters and VLANs (if applicable) as per Centegix guidance to allow Centegix gateways to communicate. ● Verifying the accuracy of the Safety Blueprint map including the final floor plan drawings and asset locations (if applicable). ● Confirm receipt of gateways.
CENTEGIX	<ul style="list-style-type: none"> ● Review the customer's submitted floor plan drawings for approval and render the floorplans in Blueprint. ● Program and provision all gateways ● Ship gateways

3. Pre-installation

Palm Beach County will need to connect the pre-configured gateways to the network and to ensure all firewall rules are correctly configured and Centegix can connect to the gateways.

Pre-installation	
CUSTOMER	<ul style="list-style-type: none"> ● Ensure ethernet/power drops run to gateway locations (if required). ● Connecting the Gateway(s) that CENTEGIX will monitor. ● Confirm all hardware has been received. ● Provide evening and weekend access to sites for install team flexibility.
CENTEGIX	<ul style="list-style-type: none"> ● Confirm gateways are online and accessible. ● Ship remaining hardware ● Provide an install schedule for each solution for all site locations provided that all maps have been loaded to the application and approved/signed off by the customer. The schedule is subject to change. Customer will accommodate

	adjustments needed for the project to remain on track.
--	--

4. Physical Installation

Centegix will work with Palm Beach County to schedule a time for installation that is as least disruptive as possible. Centegix installers will complete the installation of all hardware.

Physical Installation	
CUSTOMER	<ul style="list-style-type: none"> ● Override the security system when the installation team is onsite. ● County will provide an escort to ensure that the CENTEGIX installation team is able to access necessary rooms or buildings. ● If CENTEGIX installation team is unable to locate a suitable stationary element to install exterior equipment, the Customer will need to install a pole or other suitable structure for this equipment to be located.
CENTEGIX	<ul style="list-style-type: none"> ● All gateways/wireless back-up equipment must be installed and confirmed online by the CENTEGIX Command Center for all locations before a target install date for the rest of the solution can be confirmed. ● The installation team designated by CENTEGIX will install hardware equipment at each facility/site purchased. ● If required, revisit after testing to address installation maintenance.

5. Configuration

Virtual training sessions are held to show Palm Beach County how to configure and administer the system, and most of the configuration of the system will be completed by Palm Beach County, with guidance and instruction from Centegix.

Configuration	
CUSTOMER	<ul style="list-style-type: none"> ● Deploy the CrisisAlert Desktop Application software to supported equipment, including laptops, desktops, tablets, and mobile equipment using the files provided by the CENTEGIX Onboarding Specialist. ● Allow Public DNS for the CENTEGIX Wireless Back-up equipment. ● Provide the information necessary to enable Active Directory syncing (if applicable). ● Responsible for the configuration of the Safety Platform™ system (including CrisisAlert, Safety Blueprint, and if utilized Visitor Management) with reasonable guidance from CENTEGIX. ● Customer and its third-party intercom provider(s) are responsible for the operation of the intercom system(s) (if applicable). ● Customer determines with Centegix if any 3rd party integrations are needed to complete the intercom integration

CENTEGIX	<ul style="list-style-type: none"> ● Provide remote training for system configuration. ● Provide the requirements for user access to the Safety Blueprint map features. ● Provide remote training for Safety Blueprint asset and map management. ● Pre-program intercom integration device (if applicable)
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6. Testing & Training

Centegix provides onsite training at each facility to train the responders and administrators of that facility. Centegix will assist Palm Beach County in establishing a testing and QA plan to ensure the system is operating as expected and identify any final punch list items.

Testing and Training	
CUSTOMER	<ul style="list-style-type: none"> ● Conduct site testing, with guidance from CENTEGIX to ensure the system is functioning properly. Both parties will sign-off in agreement that site testing has been verified.
CENTEGIX	<ul style="list-style-type: none"> ● Provide guidance and instructions for system testing ● Provide onsite training for Responders and Badge Managers at each location (typically 90 minutes per location, specific scope and agenda to be determined with customer) ● Provide materials and online train-the-trainer webinar ● Send Badges/ Scanner to each site

7. Go-live

Once all testing and responder training is complete, Palm Beach County will train their end-users and distribute and activate all staff badges.

Go Live	
CUSTOMER	<ul style="list-style-type: none"> ● Train end-users on protocols and proper badge use. ● Assign and distribute all badges to end-users. ● Integrate ongoing badge training with any new-hire process, training and development, safety training and other procedures
CENTEGIX	<ul style="list-style-type: none"> ● Establish customer support communication plan for escalation of issues ● Proactive monitoring of all Centegix equipment

8. Post Implementation

Escalation channels will be established on both sides and Centegix will move the Palm Beach County facilities into a production mode, with proactive monitoring and full customer support. Centegix will offer a Transition to Support meeting to review post implementation maintenance and paths of escalation.

Post Implementation	
CUSTOMER	<ul style="list-style-type: none"> ● Establish customer support communication plan for escalation of issues ● Provide general troubleshooting on the system and its equipment with the site. IT can escalate an issue to be addressed through their account manager or support manager. ● Managing and maintaining all users and their permissions to the software through the term of the contract. ● Providing Badge Training and training documentation to new users of the system ● Conducting test drills of CrisisAlert. ● Managing and maintaining all Visitor Management hardware through the term of the contract (if applicable). ● Report structural changes to the building floor plans and layout to Centegix. ●
CENTEGIX	<ul style="list-style-type: none"> ● Establish customer support communication plan for escalation of issues ● Proactive monitoring of all Centegix equipment

9. Communication

Centegix will provide Palm Beach County with a PR Kit that includes several assets that can be used by Palm Beach County to communicate with their board, executive sponsors, staff and constituents. It is Palm Beach County's responsibility to communicate internally.

Communications	
CUSTOMER	<ul style="list-style-type: none"> ● Share communications with your stakeholders (Board, Management, Staff and Employees) during the different stages of your CrisisAlert process. You can do so via internal emails, newsletters, communications, creating a webpage on your website, and on social media. ● During sign-up: Inform all stakeholders about the decision to implement CrisisAlert. ● During installation: Keep stakeholders updated on the progress. Staff will want to know what to expect during this process. Employees may wonder why new equipment is now appearing throughout the building. ● Operational Phase: Your community will want to see how your CrisisAlerts

	<p>solution works. One way to do this is by hosting a demo day where you can invite speakers to participate, provide answers to frequently asked questions, and demonstrate how your new solution works.</p> <ul style="list-style-type: none"> ● Ongoing Communication: Keep your stakeholders informed by communicating with them on how you have utilized your CrisisAlert solution and how it has impacted your community.
CENTEGIX	<ul style="list-style-type: none"> ● Provide a communications kit to help customers communicate to their communities about CrisisAlert. Customer will coordinate a call between CENTEGIX point of contact and the Communications Director for the customer to review best practices for communicating about CrisisAlert.

10. Visitor Management

If Palm Beach County elects to deploy the included Visitor Management capabilities included in the Centegix Safety Platform there are some additional items they will be responsible for.

Visitor Management (if applicable)	
CUSTOMER	<ul style="list-style-type: none"> ● Purchases or provides compatible scanner(s), printer(s), and consumables for use at entry points and all computers on which the system will be used. ● Provide network information for the Visitor Management System to be connected. ● Maintain computers and all other peripherals. Computers will need to be connected to either the WiFi or network before installation. ● Perform all required OS, driver, and browser updates for all computers, scanners, and printers used with Visitor management.

Below is an example timeline of a Centegix onboarding project, broken into 3 main phases: 1) Planning; 2) Installation/Configuration; 3) Testing/Training. This project will be modified and customized for Palm Beach County.

TASK	ASSIGNED TO	PLANNING								INSTALLATION SYSTEM SET-UP TRAINING				TESTING END USER TRAINING GO LIVE			
		MONTH 1				MONTH 2				MONTH 3				MONTH 4			
		WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6	WEEK 7	WEEK 8	WEEK 9	WEEK 10	WEEK 11	WEEK 12	WEEK 13	WEEK 14	WEEK 15	WEEK 16
Return fully executed P.O. and Order Acknowledgement	Customer	█															
Kick-off meeting	Customer & CENTEGIX		█														
Provide maps	Customer		█	█													
Complete Critical Install Sheet	Customer		█	█													
Configure/Ship Gateways & Equipment	CENTEGIX			█	█	█	█	█									
Draw/Render Maps Into Platform	CENTEGIX			█	█	█	█	█									
Confirm Gateways are deployed/online	Customer & CENTEGIX							█	█								
Install equipment	CENTEGIX									█	█	█					
Admin Training/System Configuration <i>(aler/responder types, permissions, IP settings, AD, if applicable, etc.)</i>	Customer									█	█	█	█				
Responder Training <i>(Includes Train the Trainer Staff Training)</i>	Customer & CENTEGIX										█	█	█				
Conduct Testing <i>(receive customer approval)</i>	Customer & CENTEGIX													█	█		
End User Training <i>(Badge Training, Distribute Badges)</i>	Customer															█	
Go Live! <i>(CrisisAlert is fully implemented)</i>	Customer																█

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 12/04/23

REQUESTED BY: Gibert Morales, ESS Director

PHONE: 561-233-0808

PROJECT TITLE: Emergency Notification System - 2300 Vista
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: \$ 66,900

BCC RESOLUTION#:

REQUESTED AMOUNT: \$ 66,900

DATE:

CSA or CHANGE ORDER NUMBER: CSA 1

LOCATION: 2300 Vista Parkway West Palm Beach FL, 33411

BUILDING NUMBER: 1446

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 2023-004901

CONSULTANT/CONTRACTOR: 34ED, LLC

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Installation, implementation and one year of maintenance for an Emergency Notification System at Vista Center.

Table with 2 columns: Category and Amount. Rows include CONSTRUCTION (\$), PROFESSIONAL SERVICES (\$ 66,900), STAFF COSTS* (\$), EQUIP. / SUPPLIES (\$), CONTINGENCY (\$ 2750.00 KS 12/7/23), and TOTAL (\$ 66,900).

* By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: 001 DEPT: 410 UNIT: 4130 OBJ: 6404
4607

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

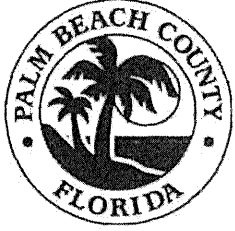
- Ad Valorem (Amount \$ 66,900 69,650.00 LS)
Infrastructure Sales Tax (Amount \$)
State (source/type: Amount \$)
Federal (source/type: Amount \$)
Grant (source/type: Amount \$)
Impact Fees: (Amount \$)
Other (source/type: Amount \$)

Department: Facilities Development & Operations

BAS APPROVED BY: [Signature]

DATE 12/4/2023

ENCUMBRANCE NUMBER: _____



Purchasing Department
50 South Military Trail, Suite 110
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June 1, 2023

Via Email: tbyrne@alertus.com
Via U.S. Mail

Mr. Jason A. Volk, CEO
Alertus Technologies, LLC
10 N Charles Street
Baltimore, MD 21201

RE: Notice of Protest
Request for Proposal, RFP# 2023-004901
Emergency Notification System

Dear Mr. Volk:

This letter is in response to Alertus Technologies, LLC (Alertus) Notice of Protest ("Protest") dated April 13, 2023 and a follow-up letter dated April 20, 2023, regarding Palm Beach County's Request for Proposal #2023-004901, Emergency Notification System ("RFP"). I have reviewed and taken into consideration your Protest, the RFP, and Sections 2-51 through 2-58 of the Palm Beach County ("County") Purchasing Code ("Purchasing Code").

The entire Protest consists of the following two sentences: "Alertus Technologies has not received bid [sic] information requested in a timely manner. We feel this solicitation has been conducted with bias, without open competition and the contract award has been granted unfairly." As explained below, the Protest must be denied.

To properly evaluate a protest, the aggrieved proposer bears the burden of establishing the basis of the protest. The RFP explained the right to protest, as follows:

Protest procedures are provided in the Palm Beach County Purchasing Code. . . . **Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award.** The protest is considered filed when it is received by the Purchasing Department. **Failure to file a protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.**

RFP Section 7.B. (emphasis added). The Purchasing Code, Section 2-55 (b), further provides that "[t]he protest shall be in writing and shall identify the

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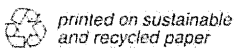
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protestor and the solicitation, and shall include a factual summary of the basis of the protest. . . . Neither the Director of Purchasing nor a special master shall consider any issue not submitted in writing within the time frame specified for the notice of protest." As explained in Section 2-52 and 2-54(d) of the Purchasing Code, a request for proposal is "a solicitation used in the formal competitive proposal process to solicit sealed proposals for a good or service . . . where the scope of work or specifications may not be closely defined; and, where the evaluation is based on established criteria which may include, but is not limited to, price."

The RFP was advertised in the Palm Beach Post on Sunday, October 16, 2022 and posted on the County's online Vendor Self-Service ("VSS") system on Monday, October 17, 2022. The RFP requested proposals "for the installation, implementation, operation and maintenance of an Emergency Notification System (ENS) for County facilities which will protect, notify, enhance, and increase security/safety in County facilities." RFP Section 1.A. Per the RFP, interested proposers were invited to attend a non-mandatory pre-proposal conference on Thursday, November 3, 2022. As you may recall, you had attended this pre-proposal conference on behalf of Alertus. Supplement #2, which answered questions received for this RFP, was publically posted and advertised on the VSS system; Alertus acknowledged receipt of Supplement #2 on its proposal certification form submitted with its proposal.

Pursuant to the RFP, the shortlist committee members met to review and rank five (5) proposals: 34ED LLC dba Centegix, Alertus, Capitol Electronics Sales Inc., Galactic Technology Group Inc. and Mutualink, Inc. Based on the rankings, three (3) proposals were shortlisted and invited to make oral presentations before the final selection committee. Each finalist was offered 45 minutes to present their proposal and 45 minutes to answer questions. On March 31, 2023, Alertus attended the properly noticed public meeting of the final selection committee, made its oral presentation, and answered questions from the committee members. Following the oral presentations from three (3) firms, 34ED LLC dba Centegix, Alertus, and Mutualink, Inc., the final selection committee selected one (1) proposal, 34ED dba Centegix, as the recommended awardee. This recommendation of award was posted on Thursday, April 6, 2023, as well as an email notification was sent to the three (3) shortlisted vendors, including Alertus. Following the posting of the recommended award, later that same day, on April 6, 2023, Alertus emailed a public records request (PRR) for "a list of the proposal pricing provided by the bidders [sic]" and "the scoring points for the selection." On April 17, 2023, Alertus was provided the requested public records.



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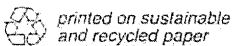
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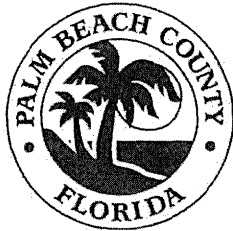


In its Protest, Alertus failed to specify the basis or provide any factual summary of the basis for its Protest. The Protest's vague reference to Alertus not receiving unidentified "bid information" requested at an unidentified date and time does not amount to the requisite factual summary. First, the competitive solicitation at issue was not a bid, but a request for proposals, following the process outlined in Section 2-54(d) of the Purchasing Code. Second, even assuming the Protest's vague reference to "bid information" is intended to refer to certain unspecified information about this RFP, I am still unable to evaluate the unsubstantiated grievance. Prior to the January 18, 2023 RFP deadline, all of the interested proposers' questions were timely answered at the Pre-Proposal Conference, which Alertus attended, and/or via the RFP Supplement #2, which was publicly posted on VSS on December 21, 2022. Finally, to the extent the Protest may be referring to the PRR that Alertus initiated **after** the award recommendation was posted and long after the RFP deadline, that allegation is also without merit. The County's PRR response time of 11 days is more than reasonable, as required by Florida Statutes, to allow the records custodian to retrieve and review the records for any exempt information. The Department at issue processes over 200 PRRs each year, with an average response time of 12 days. Thus, the County timely responded to Alertus' April 6, 2023 PRR. Furthermore, even if the response was untimely, which it was not, Alertus has not provided any justification for upholding a protest due to an untimely response to a proposer's PRR, submitted after the posting of the recommended award.

The remainder of the conclusory allegations of "untimely manner," "bias," lack of open competition, and unfair contract award, are each without merit. These allegations cannot be evaluated without any supporting facts to substantiate the blanket assertions of misconduct. Contrary to the unsupported, vague assertions, as outlined above, the entire RFP process was conducted properly and without any bias. Furthermore, as Alertus is aware, prior to advertising the RFP in October 2022, the County issued a related Request for Information (RFI) in January 2021. Alertus was one of 13 respondents to the RFI, and was personally notified of the posting of the RFP in October 2022. Thus, all interested proposers had ample opportunity to openly compete, as further confirmed by the five proposals that were ultimately submitted.

Lastly, your follow-up letter dated and received on April 20, 2023 was not submitted within the timeframe specified for the notice of protest. As outlined in the Purchasing Code and the RFP, this late supplement constituted a waiver and neither the special master, nor I may consider any issue raised in your untimely April 20th follow-up letter.

For the reasons set forth above, your Protest is denied. The County complied with the requirement in the RFP and the Purchasing Code, and has not acted

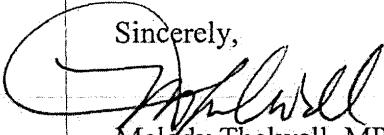


in an arbitrary and capricious manner. This determination will be final unless Alertus requests a hearing before a Special Master pursuant to Section 2-55 of the Purchasing Code (extract attached). This request must be made in writing and received in my office no later than **Thursday, June 8, 2023, 5:00 p.m. EST**. The written request to convene the hearing must be accompanied by a protest bond in the amount of \$1,500.00 remitted by money order, certified check, cashier's check, or bank check payable to Palm Beach County. In addition, your firm is advised to familiarize itself with the Purchasing Code, which provides that your firm's protest bond shall be forfeited if your protest is not upheld by the Special Master. Please note, the hearing before the Special Master is limited to those issues related to this determination and the issues raised in your Protest. It is your firm's obligation to ensure that a verbatim record of the hearing is made, in case you decide to appeal the decision of the Special Master to the Circuit Court.

Purchasing Department
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Sincerely,


Melody Thelwell, MPA
Director of Purchasing
Palm Beach County

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Maria G. Marino

Michael A. Barnett

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Attachments

cc: Isami Ayala-Collazo, Director, FDO
Brenda Znachko, Director, FDO Business Operations
Samara Cooper, Assistant Director
Liz Herman, Assistant County Attorney
Anne Helfant, Assistant County Attorney

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PALM BEACH COUNTY, FLORIDA

**Bid Protest—Special Master
Emergency Notification System-RFP: 2023-004901**

Alertus Technologies, LLC
Protester

Special Master: Robert D. Pritt
Attorney

vs.

Palm Beach County
Respondent.

SPECIAL MASTER’S DECISION AND RECOMMENDATION FOR AWARD

I. PRELIMINARY MATTERS

The undersigned Special Master renders this Decision and Recommendation for Award in accordance with Sections 2-51 through 2-58 (especially 2-55(e)) of the Palm Beach County Purchasing Code (Ordinance), the Request for Proposals (“RFP”) and pursuant to other relevant provisions of the County’s ordinances and regulations governing requesting proposals and making awards.

H. SUMMARY OF DECISION

The Bid Protest is **Denied**. The **Recommendation** is for the Director of Purchasing to proceed in accordance with the posted award.

III. THE HEARING

The Bid Protest hearing was held on July 28, 2023, beginning at 10:00 a.m. and ending about 2:40 p.m. at the hearing room in Palm Beach County’s Purchasing Department. The following were present and provided information:

Protester: Alertus Technologies, LLC —Jason A. Volk, CEO

Respondent: Melody Thelwell, MPA--Director of Purchasing

Isami Ayala-Collazzo—Director FBO

Respondent's Attorneys: Liz Herman, Esq. & Richard Sena, Esq.,

--Assistant County Attorneys

No court reporter was present, but an audio recording was in operation.

Other persons were present, and all filled out an attendance sheet but did not speak. The attendance sheet is on file with the County Purchasing Department.

The Special Master briefly explained the informal hearing process; that the statements made will not be under oath, but it is hoped and assumed that they will be truthful; that all documents/exhibits submitted will be considered for whatever relevance they may have, if any; that it is not necessary to interpose objections during the hearing, and objections are not waived; and that questions, in the nature of direct and cross-examination, would be allowed. Neither party requested swearing of witnesses.

The presentation process was that the Protester would give an opening statement, followed by the County's attorney, followed by a brief rebuttal, if any. The case for each side would then be presented, followed by a closing statement for each side in the same manner as the opening statements. Protester combined Protester's opening statement with presentation of the case, and when finished, County Attorneys also presented opening statement and evidence positions. Both parties made closing statements.

Stipulations: The parties stipulated to the use of a large packet of information gleaned by Protester pursuant to public records requests and the County's Exhibit book. Parties were permitted to, and both did, review opposing parties' exhibits.

IV. EXHIBITS

The following Exhibits were presented:

1. The packet of documents shared with opposing counsel and submitted to the Special Master at the hearing by Protester (Result from Public Records Requests).
2. The packet of documents shared with opposing counsel and submitted to the Special Master at the hearing by Respondent. That consists of Tabs 1-15 (PBC Exhibits).
3. Protester's Hearing Exhibits 1-11, submitted by Protester, copied at the end of the hearing and sent to the parties and Special Master by scan and e-mail.

Most of the documents in each packet are the same as most of the documents in the other packets. Since there is no pre-hearing discovery or coordination of Exhibits prior to hearing, there is some duplication in Exhibits. Where there are duplications, the County packet Exhibit numbers will be referred to.

V. THE CASE

This Protest arises out of the County's Selection Committee's evaluation of proposals for Project No. 2023-004901 and the subsequent selection of another Proposer (34ED LLC dba Centegix) ("Centegix") rather than to second-rated Alertus Technologies, LLC ("Alertus" or "Protester"). This was in response to a Request for Proposals ("RFP") for an Emergency Notification System ("ENS"). Alertus timely submitted its Proposal in accordance with the RFP. The price portion of Alertus' request was \$113,428, lower than that of Centegix. But the award was to Centegix.

The County notified Alertus by letter dated April 6, 2023, that it was not selected and that the firm chosen was Centegix (PBC Exhibit 7). Alertus sent the Protest to the County by letter dated April 13, 2023 (PBC Exhibit 8).

That letter indicated as a basis, the following:

“We feel the solicitation has been conducted with bias, without competition and the contract award has been granted unfairly.”

The letter also states that it has not received bid information requested in a timely manner.

Alertus sent a letter as a “follow up” [sic] to the formal protest dated April 20, 2023 (PB Exhibit 12). That letter criticizes the Centegix proposal, re-alleges bias and non-competitiveness, and alleges Centegix’ “privileged information”.

The County’s Director of Purchasing sent a response denying the Protest by letter dated June 1, 2023 (PBC Exhibit 9). This four-page letter asserts that the Notice of Protest is insufficient in that it does not meet the requirements of the RFP and S. 2-55 (b) of the Purchasing Code that requires in relevant part that:

“[t]he protest shall...include a factual summary of the basis of the protest...Neither the Director of Purchasing nor the Special Master shall consider any issue not submitted in writing within the time frame specified for the notice of protest.”

The Director went on to describe the merits, i.e., the proposal review process (page 2). The Director then found that the April 20 follow-up letter supplementing the Notice of Protest was untimely. The Director also stated that:

“The County complied with the requirement in the RFP and the Purchasing Code, and has not acted in an arbitrary and capricious manner.” (pages 3-4).

At the hearing, Alertus’ CEO, Mr. Volk, made several assertions, the most prevalent being as follows (with the County’s responses and the Special Master’s conclusions):

1. Selection Committee bias. That the Selection Committee favored Centegix.

- a. Committee bias is evidenced by the change in the Final Selection Scoresheet of Committee Member George Searing from 64 to 59 for Centegix and changing the ranking of Alertus from 1 to 2 (PBC Exhibit 6).

County response: While it is not known precisely why the scratching off and changing of the scores occurred, it is not unusual for a selection committee member to make a change after the discussion in the meeting. Since none of Alertus' Public Record Requests included a timely request for a transcript or recording of the meeting, no information was available at the hearing. Further, there is no legal prohibition against a member changing its mind or correcting an entry error.

Special Master conclusion: Actually, that Scoresheet shows the Searing ranking scratch off from 59 to 2, perhaps indicating a simple fill-in error. The purpose of a selection committee is to discuss the pros and cons of Proposals and then rank them. As stated by County's FBO Director, changing one's mind after discussion is not unusual and is expected in a give and take evaluation discussion. There is no clear evidence from the ranking change that would show a bias.

- b. Failure to give Alertus sufficient credit for the Price Proposal criterion, i.e., submitting the lowest price.

County Response: Alertus was given credit for Price Proposal Criterion in the Final Selection Scoresheet (PBC Exhibit 6). The difference in that score (1 point) could be attributed to the following in the Scoresheet: "...[p]roposals

with higher prices will receive fewer points based on how much higher they are than the lowest price.”

Special Master conclusion: This category was pre-filled in and thus not the Selection Committee members’ doing, so, any bias would have to be directed elsewhere. Alertus did receive the highest point award in this category. It was not in this category that Alertus was ranked second.

- c. Awarding 30 points to Centegix notwithstanding the insufficient schedule contained in its Proposal.

County Response: The Criterion of Project Approach/Understanding/Technical Requirements covers more than the schedule details.

Special Master conclusion: It appears that the Selection Committee was overall more impressed with Centegix on the six Areas of Consideration, only one of which constituted the details of the schedule. There is no showing of bias or of failure to follow the RFP requirements. The Special Master cannot second-guess the Selection Committee members, who are experts on the details of complicated security systems.

- 2. Failure to disqualify Centegix for its failure to be responsive to the RFP requirements. For example, that the RFP Section 2 A has 22 General Requirements requiring certain terms and conditions and contains a Sample Contract but Centegix’ Proposal is inconsistent.

- a. Requirement 6. The County will not integrate to meet the requirement of the ENS. The Centegix proposal requires the County to meet Centegix’ system

requirements. Alertus says that the Centegiz proposal makes the County agree to changes.

- b. Requirement 16. If the ENS relies on a monitoring center...[it must] have redundant operations. Alertus claims that Centegix' proposal is not redundant. County response: The General Requirements are that—General. The reason for an RFP rather than an Invitation to Bid (ITB) is that in the latter (ITB) the specifications are known, and the County is looking mainly for price, while in the former (RFP) the County is casting a wider net seeking assistance in finding the best overall system. In such a case the scope can be broader and more flexible. Thus, if one or more of the General Requirements need to be waived or amended, and the overall purposes of the RFP are met, the Proposal can allow for that. Additionally, Some General Requirements such as 16, begin with the word “If”, which itself may be contingent.

Special Master conclusion: The General Requirements & Scope of Work in Section 2 of the RFP is replete with words that sound mandatory—for example “requirement”, “requirements to be fulfilled”, “must”, “shall”, “must not”, etc. Incorrect of such terms can lead to the conclusion that any provision containing them is mandatory. The consequence of failing to follow a substantial mandatory requirement can be disqualification of a Proposal (or bid) or worse, rejection by a court of the RFP. It is doubted that this language came from or was blessed by the County Attorney’s office, or they would not be taking a position that “must” means “should” or “may”.

That said, based upon the extremely competent statements of the FBO Director concerning what the County is overall trying to accomplish, the highly technical nature of the RFP and the security business, the near-impossibility of using the Bid process; all coupled with the legal principle that the government can waive non-substantial irregularities, I conclude that the Centegix Proposal is not fatally inconsistent with the RFP's General Requirements.

3. Inconsistency of Centegix' proposal with County contract terms and conditions and S. 2-54 Purchasing Guidelines.

- a. Alertus contends that the County requires ownership of the system, but Centegix' proposal retains ownership.

County response: Centegix' Proposal only gets as far as a selection. It still must be willing and able to enter into a Contract with the County. The County has the ability to require that it own the system, or to deal with the ownership/rental etc., provisions at the contracting level.

Special Master conclusion: This is a term and condition that can be worked out and is not a fatal provision in the Proposal. The County is "in the driver's seat" so to speak.

4. That the badge system proposed is insufficient to meet the needs of the County and that the RFP is vague.

County Response: The term "badge" is more generic than specific. The overall RFP is specific enough to show what is wanted (e.g., integration into the current system) while seeking flexibility in considering various ideas and technologies. Also, that item first

surfaced in the April 20 supplemental letter (PBC Exhibit 12), too late for consideration.

Special Master conclusion: The RFP is not vague. Whether or not it accurately seeks the BEST system is beyond the scope of Special Master review. Judging from the overall review of this case, it would be bewildering for anybody other than security experts such as those on the Selection Committee, to even come close to knowing what the best system for the County is.

5. Sunshine Law Violation. Alertus alleges that the interview process failed to follow the State's Government-in-the-Sunshine Law, stating that he (Mr. Volk) was asked to leave the room after his presentation to the Selection Committee, but was not advised that he could return after the interviews were finished.

County response: The Sunshine Law violation claim came in late and cannot be considered by the Special Master. Further, the handling of the Selection Committee meeting was consistent with the Sunshine Law, since it provides for closed session for the presentation part of the selection process.

Special Master conclusion: This allegation first appeared at the hearing. It is concluded that it is untimely and therefore cannot be considered. Even if it could be considered, the evidence at the hearing does not bear out a Sunshine Law violation. The meeting of the Selection Committee was duly advertised; the session was open except for the part that by law could be closed; and the RFP explained how that works. There was no evidence that any Committee members communicated outside of the meeting on the subject matter of the meeting.

6. Public Records Violation. Alertus states that its public records requests were not timely honored and that the delays impaired its ability to specify the bases for the protest within the 5-business day deadline. Therefore, its ability to be more specific in the Notice of Protest was hampered by the lack of information from the County as to what actually happened (such as in the Selection Committee meeting).

County Response: The County concedes that it took more time to provide the public records than the 5-business day deadline for the Notice of Protest. This is due to the crush of public records requests upon the County. There were three Public Records Requests (PRRs) and they were fulfilled within a reasonable time.

Special Master conclusion: As stated by the Director of Purchasing in the denial letter, the letter of April 20 as a supplement to the April 13 Notice of Protest cannot be considered. Furthermore, the reference to a PRR in the Notice of Protest would not be sufficient since there were only five business days between the Notice of Award and the Notice of Protest. PRRs by law must be complied with "within a reasonable time".

While the lack of ability to see the records of the government in time to craft a Notice of Protest that would meet the specificity requirement in the Purchasing Code (Ordinance) might be onerous, the remedy for that is not within the jurisdiction of the the Special Master.

VI. ACTION

For the foregoing reasons, the protest is **denied**. It is **recommended** that the Director of Purchasing proceed with the posted award.

Date: 07/31/2023



Robert D. Pritt
Attorney
Special Master

This document is served upon Palm Beach County, Amrita A. Rampersad by e-mail AARampersad@pbccgov.org and by regular U.S. Mail the 31st day of July, 2023 with a request that it be communicated to the Protester, the Director of Purchasing, and the County Attorney's office.

DISCLOSURE OF OWNERSHIP INTERESTS

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day appeared
Jason McCarthy, by means of physical presence
OR online notarization hereinafter referred to as "Affiant," who being by me first
duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

an individual or
 the CFO of 34ED LLC (dba Centegix).
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.].
The Affiant or the entity the Affiant represents herein seeks to do business with
Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 2120 Powers Ferry Road, Suite 110 Atlanta, GA 30339

3. Attached hereto as Exhibit "A" is a complete listing of the names and
addresses of every person or entity having a five percent (5%) or greater interest in the
Affiant's corporation, partnership, or other principal. Disclosure does not apply to
nonprofit corporations, government agencies, or to an individual's or entity's interest in
any entity registered with the Federal Securities Exchange Commission or registered
pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general
public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach
County policy, and will be relied upon by Palm Beach County and the Board of County
Commissioners. Affiant further acknowledges that he or she is authorized to execute
this document on behalf of the entity identified in paragraph one, if any.

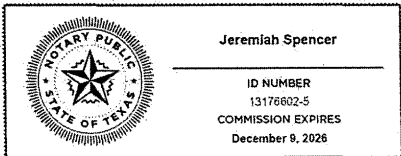
5. Affiant further states that Affiant is familiar with the nature of an oath and
with the penalties provided by the laws of the State of Florida for falsely swearing to
statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this
Affidavit and to the best of Affiant's knowledge and belief it is true, correct and
complete.

FURTHER AFFIANT SAYETH NAUGHT.

Jason McCarthy
Jason McCarthy, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of physical
presence OR online notarization this 2nd day of October, 2023, by
Jason McCarthy, who is personally known to me or who
has produced Georgia Drivers License as identification and who did
take an oath.



Jeremiah
Notary Public
Jeremiah Spencer
(Print Notary Name)
State of Florida at Large
My Commission Expires: 12/09/2026

Notarized online using audio-video communication

