Agenda Item #: 5B-2

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 17, 2026 [ ] Consent [x] Regular
[ ] Ordinance [ ] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Participating Addendum (Addendum) with The Gordian Group Inc. (Gordian), for a job order contracting (JOC) program to support repair, maintenance and construction services associated with County facilities from November 17, 2026 through February 4, 2030 at a percentage fee based upon the project cost at the time a construction project work order is issued.

Summary: The Facilities Development and Operations (FDO) Department is tasked with the renovation, repair and maintenance of approximately 800 County buildings. To improve efficiency and cost savings in this capacity, FDO is implementing additional construction project delivery methods to best meet the County's needs. Gordian's JOC program provides FDO with an additional delivery method to support these efforts. The JOC program utilizes unit prices reflecting local material, equipment, and labor costs for various units of construction and adjusts these costs to current market conditions. It is anticipated that the JOC program will provide FDO with additional resources to better and more efficiently manage the procurement process, improve project delivery times, and decrease overall project costs. FDO anticipates utilizing this program on small construction projects up to approximately $1.5 million dollars. The Addendum sets forth the terms and conditions under which Gordian will provide an information management system, construction cost data, procurement and job order development support, training, and optional project management services to improve the efficiency and timely completion of renovation, repair, and maintenance construction projects at County facilities. Other County construction departments may also use these services under this Addendum. The fee structure is based on the annual volume of job orders processed through the program. The County will pay a fee of 5% on the first $8 million in annual job order volume, consisting of 1.95% for the JOC information management system license and 3.05% for job order development services. Volume discounts are available for annual job order volume exceeding $8 million dollars. Contractors participating in the program are subject to a 1% contractor license fee, payable only when the contractor performing the work on the project is paid. At this time, FDO does not anticipate using the optional project management services offered under the Addendum, but such services are available at an additional fee of 5.95%. The Addendum is being procured through a piggyback of Sourcewell Master Agreement No. 010626 (Agreement), which was competitively solicited and awarded. The Agreement allows for up to three (3) additional one (1) year extensions. **(continued on page 3)**

Attachments:

1. Agreement

Recommended By: _____ 10/20/2026
Department Director **Date**

Approved By: _____ 11/4/26
Chief Deputy County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County					
NET FISCAL IMPACT	*	0.00	0.00	0.00	0.00
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No ____
Is this item using Federal Funds: Yes ____ No X
Is this item using State Funds: Yes ____ No X

Budget Account No:
Fund ____ Dept ____ Unit ____ Object ____ ____
Fund ____ Dept ____ Unit ____ Revenue Source ____ ____

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

* There is no fiscal impact associated with this item. Fees will be charged to various capital project budgets for each applicable project.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

_____ 10/21/2026
OFMB
KK 10/21 JA 10/21

_____ 10/22/26
Contract Development and Control
10/22/26 TW

B. Legal Sufficiency:

_____ 11/3/26
Chief Assistant County Attorney

C. Other Department Review:

_____
Department Director

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

Summary

This Addendum shall automatically be extended for the same term that the Agreement is extended, unless either party notifies the other party in writing of its intent not to renew the Addendum. Gordian declined to adopt the County's standard Digital Accessibility provision. However, because the electronic content provided by Gordian will not be accessible to the public, and following consultation with the County Attorney's Office, staff recommends approval of the negotiated Digital Accessibility provision. While the terms of the Small Business Development (SBD) Ordinance do not apply to Gordian under this Addendum, Gordian is required to work with the County to utilize the SBD program, when possible, in developing its JOC program for County projects. There is no fiscal impact associated with this item. Fees will be charged to various capital project budgets for each applicable project. **(FDO Admin) Countywide (MWJ)**

Background and Policy Issues:

FDO continues to experience an increase in the number of construction projects requiring renovations, repairs and maintenance of County buildings. The JOC program provides the County with a new construction project delivery method for timely completing such construction projects. Rather than conducting a separate solicitation for each individual project, the JOC program establishes the contracting framework, construction task/unit pricing, specifications, and processes in advance. Once a contract is awarded to contractors within a trade, the County will be able to streamline the award of individual job/work orders for specific construction projects. When a construction project is identified, the County would develop a job order describing the specific work, the applicable pre-established pricing is used to develop the project cost, and the selected contractor performs the work under that job order. This allows the County to address multiple projects more efficiently throughout the term of the program while maintaining established contract requirements, pricing, and project controls. FDO anticipates selecting several contractors under each construction trade it will utilize the JOC program for and awarding individual job/work orders on a rotating, performance based, basis.

PARTICIPATING ADDENDUM

To Sourcewell and The Gordian Group
Master Agreement No. 010626

This Participating Addendum ("Addendum") is made as of November 17, 2026, by and between Palm Beach County, a political subdivision of the State of Florida ("County" or "Owner"), and The Gordian Group, Inc., a foreign corporation, qualified to do business in the State of Florida, whose Federal Employer Identification Number is 58-1900371 ("Vendor" or "Gordian").

RECITALS

WHEREAS, the County is tasked with handling an ever-increasing volume of work for repair, maintenance and construction services associated with County facilities, including approximately 800 buildings, and to complete such work in a timely manner; and

WHEREAS, Vendor's services include the development, implementation and subsequent support for a job order contracting (JOC) program of indefinite delivery/indefinite quantity for equipment, products and/or services for repair, maintenance and construction projects, which will improve efficiencies and better ensure the timely completion of projects; and

WHEREAS, this Addendum is made in accordance with the Palm Beach County Procurement Code, which authorizes the County to purchase services and supplies from a competitively bid proposal and contracts secured by another governmental entity or government related association, in this case Sourcewell Master Agreement No. 010626.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions stated herein, the County and Vendor agree as follows:

ARTICLE 1
PRECEDENCE

1.1 Recitals

The above recitals are true and correct and are incorporated herein by reference.

1.2 Order of Precedence

The terms and conditions of the Sourcewell Master Agreement No. 010626 (Sourcewell Agreement) are included herein by reference. In the event of any conflict or inconsistency between the Sourcewell Agreement and this Addendum, the terms and conditions set forth in this Addendum shall take precedence over the terms and conditions set forth in the Sourcewell Agreement.

ARTICLE 2
DUTIES AND RESPONSIBILITIES

2.1 Vendor's Duties. In addition to any other duties and responsibilities set forth in this

Addendum and incorporated attachments, Vendor shall assume the following duties and responsibilities:

2.1.1 Vendor agrees to perform the services ("Services") set forth in the Sourcewell Agreement and detailed in the Scope of Work attached as **Exhibit A**, which is incorporated by reference herein, using a reasonable and customary professional degree of care for the type of work being performed.

2.1.2 Vendor shall assign and maintain during the term of this Addendum, and any extension thereof, adequate staff of competent personnel that are fully equipped, available as needed, qualified and assigned to perform the Services.

2.1.3 Vendor grants County, for the term of this Addendum, a license ("JOC System License") to Vendor's Job Order Contracting System and other related proprietary materials (collectively, the "Proprietary Information") as set forth in **Exhibit B**, which is incorporated by reference herein.

2.1.4 Vendor shall maintain all records and reports, and shall provide such records and reports to County upon request, that support the fees charged by Vendor for each project, including the tracking of additive and deductive change orders that affect the value of the work ordered.

2.2 County's Duties. In addition to any other duties and responsibilities set forth in this Addendum and incorporated attachments, County shall assume the following duties and responsibilities:

2.2.1 County shall provide full information regarding requirements for the JOC program, including but not limited to, facilities lists, current County procedures, programs, technical specifications and bidding information.

2.2.2 County shall provide workspace and access to the Internet, copiers, printers, facsimile machines, and local telephone service for use by Vendor's on-site staff.

2.3 Additional Services/Modification of Services

The County may desire to add additional services to this Addendum or to modify or delete services. Such additional services may be added to this Addendum by a written modification signed by both parties, if needed. The parties must mutually agree in writing before Vendor is required to perform any additional services outside the scope of the Services.

ARTICLE 3
TERM

The initial term shall commence upon the Effective Date of this Addendum and will continue through February 4, 2030 or until this Addendum or the Sourcewell Agreement is terminated in accordance with its terms, whichever occurs first (the "Term"). Unless otherwise terminated in accordance with its terms, it is the intent of the parties that this Addendum shall be extended for

the same period as the Sourcewell Agreement. The Sourcewell Agreement allows for up to three (3) additional one (1) year extensions. This Addendum shall automatically be extended for the same term that the Sourcewell Agreement is extended, for up to three (3) additional terms of one (1) year, unless either party notifies the other party in writing of its intent not to renew the Addendum at least sixty (60) days prior to the expiration of the initial term or any extension thereof. If the term of this Addendum is extended as provided for herein, then all references to the term of the Addendum shall also include such extension.

ARTICLE 4
COMPENSATION

4.1 Vendor Registration

Vendor must create a Vendor Registration Account or activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service ("VSS") system, which can be accessed at:

https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService.

4.2 Payment Terms/Pricing

Vendor shall invoice the County monthly for its services on a per project basis according to the pricing set forth in **Exhibit "C"**. County agrees to pay the entire amount of all statements received from Vendor in accordance with Florida's Local Government Prompt Payment Act, Sections 218.70 – 218.80, Florida Statutes as may be amended, following receipt of any such statement; provided that Vendor has provided County with all supporting documentation that may be required.

4.3 Availability of Funds

The County's performance and obligation to pay under this Addendum for subsequent fiscal years, including automatic extensions of this Addendum at the end of the initial term, is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 5
TERMINATION

This Addendum may be terminated by the Vendor 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 Addendum through no fault of the Vendor. It may also be terminated, in whole or in part, by the County, with cause upon thirty (30) business days' written notice to the Vendor or without cause upon ten (10) business days' written notice to the Vendor.

Unless the Vendor is in breach of this Addendum, the Vendor shall be paid for services rendered to the County's satisfaction through the date of termination. After receipt of a termination notice, except as otherwise directed by the County in writing, the Vendor 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.

Notwithstanding the foregoing, it shall be a condition precedent to either party's right to terminate for cause that (i) the terminating party shall first have given the other party written notice stating with specificity the nature of the alleged breach and (ii) if such breach is susceptible of cure or remedy, a period of fifteen (15) days from and after the giving of such notice shall have elapsed without the breaching party having effectively cured or remedied such breach during such 15-day period, unless such breach cannot be cured or remedied within fifteen (15) days, in which case the period for remedy or cure shall be extended for a reasonable time (not to exceed an additional thirty (30) days) provided the breaching Party has made and continues to make a diligent effort to effect such remedy or cure.

ARTICLE 6
SMALL BUSINESS DEVELOPMENT PROGRAM

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 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 a Small Business Development (SBD) Ordinance which is codified in sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The SBD Ordinance sets forth the County's requirements for the SBD program, and is incorporated herein and made part of this Addendum.

The SBD Ordinance does not apply to Vendor under the terms of this Addendum, however, Vendor is required to work with County to utilize the SBD program, when possible, in developing its JOC program for County projects. The SBD program shall not be a factor under the JOC program for County projects using federal or state funds.

ARTICLE 7
FEDERAL AND STATE REQUIREMENTS

It is the intent of this clause that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the Services being provided. In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Addendum, regarding the services specifications, safety, and environmental requirements shall immediately become a part of this clause.

In the event that work projects assigned under this Addendum is paid in whole or in part from any federal or state governmental agency or source, the specific terms, regulations, and requirements

governing the disbursement of these funds shall be specified herein and become a part of this clause.

If the work projects assigned under this Addendum are paid in whole or in part with federal funds, Vendor agrees to comply with the federal contract terms and provisions set forth in **Exhibit "D"**, and sign the required federal certifications attached as **Exhibits "D-1"and "D-2".** When a work project is funded by federal funds, Vendor also recognizes and agrees to be bound by the federal requirements required based upon the type of project as set forth in grants from the US Department of Transportation, Federal Transit Administration (FTA) or by grants from HUD's Community Development Block Grant Program or other HUD programs or grants from the U.S. Department of Homeland Security (DHS) or reimbursements from FEMA's Public Assistance Program or grants from the U.S. Treasury or grants from other federal agencies and programs and to execute any required federal certifications for FTA, HUD, FEMA, DHS, Treasury and required provisions under the federal uniform guidance for each work project assigned.

ARTICLE 8
NOTICES

All notices required in this Addendum shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

If to the County at:

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

With a copy to:

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

If to Vendor at:

The Gordian Group, Inc.
Attn: Legal Department
30 Patewood Drive, Suite 350
Greenville, SC 29615
Phone: (800) 874 2291
Email: legal@gordian.com

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 Indemnification

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

This article shall survive termination or expiration of this Addendum.

9.2 Insurance Required

Before starting and through the term of the Addendum, the Vendor shall procure and maintain insurance of the types and to limits specified in **Exhibit "E"**.

9.3 Successor and Assigns; Assignment

The County and the Vendor each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Addendum.

Except as above, neither the County nor the Vendor shall assign, sublet, convey or transfer its interest in this Addendum without the prior written consent of the other, which shall not be unreasonably withheld.

9.4 Access & Audits; Office of the Inspector General

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Addendum. The County shall have access to such books, records, and documents as required in this article for the purpose of inspection or audit during normal business hours, at the Vendor's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Vendor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, sections 2-421 - 2-440, as may be amended, and punished pursuant to section 125.69, Florida Statutes, as may be amended, in the same manner as a second degree misdemeanor.

9.5 Law and Venue; Remedies; No Third Party Beneficiaries

This Addendum shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Addendum will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Addendum 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 Addendum, including but not limited to any citizen or employees of the County and/or Vendor.

9.6 Nondiscrimination

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Vendor warrants and represents that throughout the term of the Addendum, 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, or genetic information. Failure to meet this requirement shall be considered default of the Addendum.

As a condition of entering into this Addendum, the Vendor represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the Vendor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Vendor retaliate against any person for reporting instances of such discrimination. The Vendor 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 discrimination. The Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this Addendum and may result in termination of this Addendum, 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. Vendor shall include this language in its subcontracts.

9.7 Scrutinized Companies

9.7.1 As provided in Section 287.135, Florida Statutes, as may be amended, by entering into this Addendum or performing any work in furtherance hereof, the Vendor 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 Section 215.4725, Florida Statutes, as may be amended. Pursuant to Section 287.135(3)(b), Florida Statutes, as may be amended, if Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Addendum may be terminated at the option of the County.

9.7.2 When Addendum value is greater than $1 million: As provided in Section 287.135, Florida Statutes, as may be amended, by entering into this Addendum or performing any work in furtherance hereof, the Vendor 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 Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(3)(a), Florida Statutes, as my be amended, if Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Addendum may be terminated at the option of the County.

9.7.3 If the County determines, using credible information available to the public, that a false certification has been submitted by Vendor, this Addendum may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Addendum shall be imposed, pursuant to Section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Addendum renewal, if applicable.

9.8 Public Entity Crime Information Statement

As provided in Sections 287.132-133, Florida Statutes, as may be amended, by entering into this Addendum or performing any work in furtherance hereof, the Vendor 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 Section 287.133(3)(a), Florida Statutes.

9.9 Criminal History Records Check

The Vendor, Vendor's employees, subcontractors of Vendor and employees of subcontractors shall comply with Palm Beach County Code, sections 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), as may be amended, for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470, R2015-0572 and R2024-0549, as may be amended. The Vendor is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Vendor acknowledges that its contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County. This Addendum may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. County staff representing the County department will contact the Vendor(s) and provide specific instructions

for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The Vendor shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Addendum and return them to the County. If the Vendor or its subcontractor(s) terminates an employee who has been issued a badge, the Vendor must notify the County within two (2) hours. At the time of termination, the Vendor shall retrieve the badge and shall return it to the County in a timely manner. The County reserves the right to suspend the Vendor if the Vendor 1) does not comply with the requirements of County Code sections 2-371 - 2-377, as may be amended; 2) does not contact the County regarding a terminated Vendor employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

9.10 Entire Agreement

The foregoing constitutes the entire agreement between the parties with respect to the subject matter contained herein.

9.11 Independent Contractor

The Vendor is, and shall be, in the performance of all work, services, and activities under this Addendum, an independent contractor and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Addendum shall at all times, and in all places, be subject to the Vendor's sole direction, supervision, and control, and shall be paid directly by Vendor. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor'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 Vendor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Addendum.

9.12 Federal and State Tax

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Vendor. The Vendor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Vendor authorized to use the County's Tax Exemption Number in securing such materials. The Vendor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Addendum.

9.13 Waiver, Accord and Satisfaction

The consent or approval by County to or of any act by Vendor requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Vendor.

9.14 Construction

No party shall be considered the author of this Addendum since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement.

Thus, the terms of this Addendum shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Addendum and the same shall remain in full force and effect.

9.15 Survival

Notwithstanding any early termination of this Addendum, Vendor shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Vendor hereunder arising prior to the date of such termination.

9.16 Public Records

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

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

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

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

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

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

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

9.17 E-Verify - Employment Eligibility

Vendor warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended, and that it: 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 Vendor's subcontractor performing any duties and obligations of this Addendum are registered with the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Vendor shall obtain from each of its subcontractor an affidavit stating that the subcontractor 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. Vendor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Addendum which requires a longer retention period.

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

9.18 Effective Date of Addendum

This Addendum is expressly contingent upon the approval of the Board, and shall not become effective before signed by all parties and approved by the Board .

9.19 Disclosure of Foreign Gifts and Addendums with Foreign Countries of Concern

Pursuant to Section 286.101, Florida Statutes, as may be amended, by entering into this Addendum or performing any work in furtherance thereof, the Vendor certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

9.20 Human Trafficking Affidavit

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

9.21 Digital Accessibility Compliance

Vendor acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Vendor represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Addendum ("Electronic Content") are for internal use only, and should not be electronically displayed, accessed, distributed, or made available to the public by the County.

Accordingly, all Electronic Content created, developed, provided, submitted, maintained, or delivered under this Addendum have been subject to a regular VPAT and the concerns raised have been addressed.

Upon request, Vendor shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is reasonably determined by the County to be noncompliant, Vendor shall promptly remediate the noncompliance within a commercially reasonable timeframe at no additional cost to the County.

Failure to comply with this subsection shall constitute a breach of this Addendum which Vendor shall cure upon notice within a commercially reasonable timeframe.

(Remainder of this page left blank intentionally)

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first written above.

ATTEST:

Yvette Drucker
Clerk of the Circuit Court & Comptroller

By: _____
Clerk of the Circuit Court & Comptroller

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

PALM BEACH COUNTY, a Political Subdivision of the State of Florida, by its Board of County Commissioners

By: _____
Mayor, Palm Beach County

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Jennifer Ferriol
Director, Facilities Development & Operations

VENDOR

The GORDIAN GROUP, INC.

By:_____
James Mackerer, CFO

(Witness)

Reese Scales
(Print Witness Name)

(Witness)

Tracey Cruz
(Print Witness Name)

EXHIBIT "A"

SCOPE OF WORK

Gordian will perform the following duties and responsibilities to complete the Services:

1. **Required Services:** Gordian shall provide the following services ("Required Services") to Owner for the term of this Addendum/Agreement:

    a. **Program Development, Implementation and Support:** Gordian shall be responsible for the development, implementation, and on-going support of the Owner's customized JOC program.

    b. **Contract Documents:** Gordian shall be responsible for preparing the JOC documents that will be used by the Owner to procure the JOC construction contractors including:

        i. **Unit Price Book(s):** Gordian shall prepare one or more customized Unit Price Books (also known as a Construction Task Catalog®) containing prices covering material, equipment, and labor costs for various units of construction, and adjusting these costs to current market conditions. Only local prevailing wages and local material and equipment costs (obtained directly from local, contractors, subcontractors, and suppliers) to price the Unit Price Books shall be used. The use of generic factors to localize prices is not acceptable. Unit prices for demolition shall be provided for each construction task. Therefore, every cost to install an item or unit shall be accompanied by a corresponding cost to remove the same item or unit. Tasks may also have several modifiers which adjust the price for variations in materials or for quantity discounts; and

        ii. **Technical Specifications:** Gordian shall prepare and publish technical specifications describing the materials, performance, and installation requirements for each of the construction tasks listed in the Unit Price Book. Where available, the Owner standard specifications shall be incorporated into the bid documents; and

        iii. **Contractual Terms and Conditions and Bid Forms:** Gordian shall prepare, in conjunction with Owner staff, contractual terms and conditions and bid forms which incorporate JOC language and forms with all appropriate Owner contract language and forms.

    c. **Information Management System:** Gordian shall be responsible for providing the Owner with a comprehensive web-based JOC Information Management System (hereinafter referred to as "IMS") for an unlimited number of Owner users. The JOC IMS must be capable of providing full project tracking, developing cost proposals, preparing independent Owner estimates, generating all project documentation, providing project scheduling, budgeting and cost control, tracking MBE participation, and generating customized reports; and

    d. **Procurement Support:** Gordian shall be responsible for providing Owner with procurement support to market the Owner JOC Program to potential JOC contractors.

If required by the Owner, Gordian shall conduct a bidder prequalification process to determine a qualified list of bidders. Gordian shall be required to organize and conduct pre-bid meetings with the interested bidders as well as make presentations on behalf of the Owner with various business and Construction organizations. Gordian's staff assigned to perform procurement support must have JOC procurement experience; and

e. **Training Programs:** Gordian shall be responsible for developing and conducting all training programs for the Owner and JOC contractor staff to ensure that the JOC program functions properly. The training programs must include specialized training courses that will involve all Owner staff and JOC contractors utilizing and administering the JOC program. The training programs must include extensive training on the use of the JOC IMS. All training must be "hands on" with user competency as the objective. Actual Owner projects that the Owner plans to perform through JOC may be included in the training programs; and

f. **Job Order Development:** Gordian shall be responsible for providing the following job order development services:

   i. **Project Identification:** When a project is identified and requested by Owner, Gordian will contact Owner and assist with determining whether the project is appropriate for JOC.

   ii. **Contractor Identification:** In the event Owner has multiple JOC contractors, Gordian will assist the Owner in identifying the appropriate JOC contactor for the project based on factors which include, but are not limited to, the type of work involved and the location of the project.

   iii. **Joint Scope Meeting:** Gordian's project manager will schedule a joint scope meeting at the project site to help Owner and the JOC contractor agree on the details of the work that the JOC contractor will perform. The purpose of the scoping process is to allow the JOC contractor an opportunity to inspect the site and ask questions before submitting a Price Proposal. The goals of this process are to foster open communication, reduce misunderstandings and mistakes that lead to change orders, and provide results that are more cost effective and collaborative.

   iv. **Develop Detailed Scope of Work:** Gordian will assist in preparing a detailed scope of work that describes the work the JOC contractor will perform. Gordian will also assist with resolving issues when project plans and actual conditions vary.

   v. **Request for Price Proposal:** After all parties agree that the detailed scope of work properly reflects the work to be performed, Gordian's project manager will send the detailed scope of work and a request for proposal to the JOC Contractor.

   vi. **Price Proposal Submittal:** As the next step in the process, the JOC contractor prepares and submits a price proposal by selecting the appropriate tasks from the Unit Price Book. Gordian's IMS will automatically multiply the unit price

of the task by the required quantities by the JOC contractor's competitively bid adjustment factor. Gordian shall also request the JOC contractor's preparation of any additional Owner required information (e.g., construction schedule, list of proposed local subcontractors, etc.).

vii. **Price Proposal Review:** Gordian's project manager will review the price proposal to make sure the JOC contractor has selected the appropriate tasks and quantities and will ask the JOC contractor to make any required changes. Gordian will also obtain and review any Owner required information submitted by the JOC contractor such as a construction schedule and list of proposed subcontractors. Gordian's project manager will submit the price proposal and related documents to Owner.

viii. **Issue Job Order:** Once Owner approves the price proposal and related documents, and decides to move forward with the project, Owner is then responsible for the issuance of a job order (which may be in the form of a purchase order) to the selected JOC contractor.

g. **On-Going Technical Support:** Gordian shall be responsible for providing on-going technical support to the Owner. On-going technical support shall include providing updated contract documents, assisting with the procurement of additional JOC contractors, providing Owner with access to all applicable updates and revisions to the IMS, and providing training for new Owner staff and JOC contractors during the term of the Addendum. Providing on-going technical support is considered a vital component to ensuring a successful Owner JOC program.

2. **Optional Project Management Services**: On a project-by-project basis, Gordian shall provide project management services ("Project Management Services") to Owner, to be requested by Owner in its sole discretion. The Project Management Services shall include the following:

   a. **Preconstruction**: Gordian's project manager will assist Owner in determining whether professional design services are required and conduct a pre-construction meeting with the Owner's representative(s), the JOC contractor and, if applicable, the architect or engineer to review the basic project parameters and funding. Where design services are required, the project manager will work with the architects or engineers to coordinate necessary studies and design standards, and deliver plans and specifications that maximize the benefits of JOC for each Owner project. Next, the project manager will coordinate and share any preconstruction information with Owner, the JOC contractor and other appropriate parties, and will assist in the coordination of the JOC contractor obtaining the necessary permits.

   b. **Site Visit**: During construction, Gordian's project manager will monitor the JOC contractor's work in-progress, manage the JOC contractor's compliance with the approved safety plan and complete a report for each site visit.

   c. **Communication**: Gordian's project manager will provide weekly construction status reports to Owner, conduct project progress meetings with the JOC contractor and staff on a periodic basis, and coordinate any required technical and code inspections.

d. **Supplemental Job Orders**: In the event there are unforeseen conditions or Owner requests changes to the detailed scope of work after construction has begun, Gordian's project manager will analyze and process a supplemental job order by utilizing the procedures to develop the initial job order.

e. **Approvals:** Gordian's project manager will review and recommend for approval, or direct necessary revisions to, the JOC contractor's applications for payment and obtain Owner's approval of the work. Final acceptance of the work will be the responsibility of Owner. Technical and code inspections will be the responsibility of the appropriate inspection agencies.

f. **Project Close-out**: As the final step in the process, Gordian's project manager will enter all job order related information into the IMS and collect any required as-builts, warranties and OEMs from the JOC contractor.

3. **Additional Services**: Owner may, at its sole discretion, elect to receive any of the services set forth in the underlying SOURCEWELL/University of California contract at the pricing and terms set forth therein. Gordian shall not provide any additional services except as set forth in this Addendum unless such additional services are authorized by Owner through the issuance of a purchase order or similar written authorization issued to Gordian by Owner.

EXHIBIT "B"

JOC SYSTEM LICENSE

Gordian hereby grants to Owner, and Owner hereby accepts from Gordian for the term of this Addendum, a non-exclusive right, privilege and license to Gordian's Job Order Contracting System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of operating Owner's Job Order Contracting program. The parties hereby agree that Proprietary Information shall include, but is not limited to, the JOC Information Management System (as defined below) applications and support documentation, Construction Task Catalog® (also commonly referred to as a unit price book), construction cost data, training materials and other proprietary materials provided by Gordian. In the event this Addendum expires or terminates as provided herein, this JOC System License shall terminate and Owner shall return to Gordian all Proprietary Information in Owner's possession.

Owner acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. Owner further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Addendum and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Owner, subject to federal and state laws related to public records disclosure.

Upon expiration or termination of this Addendum as provided herein, Gordian shall provide to Owner all project data generated by Owner in a form accessible by a standard database program, such as Microsoft® Access®.

Gordian agrees to grant a license to each contractor that is awarded a JOC contract by Owner, provided the JOC contractor agrees to pay Gordian's contractor license fee in effect when Owner awards the contract, and provided the contractor agrees to abide by the terms and conditions of the JOC System License Agreement presented as part of their use of the software. No other third-parties may access the Proprietary Information without Gordian's Consent.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Addendum or any purchase order or similar purchasing document issued by Owner, this JOC System License shall take precedence.

EXHIBIT "C"

FEES AND PAYMENT

1. **Fees for Required Services**: In consideration of the Required Services set forth in Exhibit A of this Addendum and the JOC System License granted to Owner, Gordian shall be paid Fees according to the following schedule.

   Fees are payable when a job/work order is issued to the JOC contractor.

   a. For the first eight million dollars ($8,000,000) in total construction services ordered per year, including change orders, Owner shall pay a five percent (5%) fee. The 5% fee is broken down as follows:

      i. **JOC System License Fee**: Owner shall pay Gordian a JOC System License Fee equal to one and ninety-five hundredths percent (1.95%)(subject to the annual volume discount of the JOC System License Fee detailed below) of the value of the construction services ordered through the JOC program.

      ii. **Job Order Development Fee:** Owner shall pay Gordian a Job Order Development Fee of three and five hundredths percent (3.05%) of the value of the construction services ordered through the JOC program.

   b. After the first $8,000,000 in total construction services ordered per year, including change orders, Owner shall pay a 5% fee, broken down into the 1.95% JOC System License Fee (subject to the annual volume discount of the JOC System License Fee detailed below) and the 3.05% Job Order Development Fee.

      However, Owner, with sixty (60) days notice to Gordian, may elect, in its sole discretion, to forego Gordian's Job Order Development services detailed in Exhibit "A", Scope of Work, and continue to utilize the JOC system. If Owner elects this option, Owner shall only pay the 1.95% JOC System License Fee (subject to the annual volume discount of the JOC System License Fee detailed below), and would not have to pay the 3.05% Job Order Development Fee, of the value of the construction services ordered through the JOC program.

   c. Annual Volume Discount of JOC System License Fee. Based upon the prior year's volume of work, the JOC System License Fee will be reduced for the upcoming year as follows:

Annual Volume	Discount	Discounted Rate
$0 - $5 Million	0%	1.95%
>$5M - $7 Million	10%	1.76%
>$7M - $10 Million	11%	1.74%
>$10M-$13 Million	13%	1.70%

>$13M-$16 Million	15%	1.66%
>$16M-$20 Million	16%	1.64%
>$20M-$25 Million	17%	1.62%
>$25M-$30 Million	18%	1.60%
>$30M-$35 Million	19%	1.58%
>$35M-$40 Million	20%	1.56%
>$40M-$50 Million	21%	1.54%
>$50M-$60 Million	22%	1.52%
>$60M-$70 Million	23%	1.50%
>$70 Million	24%	1.48%

2. **Fees for Optional Services:** In consideration of the optional Project Management services or additional services set forth set forth in Exhibit A of this Addendum, Gordian shall, in addition to the applicable fees for the Required Services, be paid fees according to the following schedule:

    a. **Project Management Fee**: Owner shall pay Gordian a Project Management Fee equal to 5.95% of the value of work ordered for requested Project Management Services. The Project Management Fee shall be payable upon completion and acceptance of the work by Owner, except at Gordian's election job orders requiring more than 60 days to complete may be invoiced monthly on a percentage of completion basis. The Project Management Fee will only apply when the Job Order Contracting Complete Management services are requested by the Owner.

    b. **Additional Services Fee**: Owner shall pay Gordian fees for additional services at the rates set forth in the Sourcewell Agreement.

3. **Invoicing and Payment**: Gordian shall submit invoices for the Services to Owner monthly. Invoices for Fees shall include a description of all work ordered through the JOC program during the month. Invoices for additional services shall include a detailed description of the additional services provided during the month. Owner shall pay Gordian's invoices in accordance with Florida's Local Government Prompt Payment Act, Sections 218.70 – 218.80, Florida Statutes, as may be amended.

4. **Contractor License Fee**: It is understood that Gordian shall charge participating construction contractors a Contractor Licensing Fee (CLF) of one percent (1%) of the value of the work ordered for the JOC contractors' access to the Gordian's proprietary construction data and JOC applications. Gordian shall be responsible for all administrative duties relating to the invoicing and collections of the CLF. Gordian may assess the CLF at the time when a job/work order is issued by the County, however, JOC contractor shall not have to pay the CLF until the JOC contractor has been paid in full for the job/work order.

For job/work orders structured and paid for in phases, the JOC contractor will remit payment for the CLF on a pro-rata basis, proportional to the percentage of completion achieved for each respective phase of the job/work order.

EXHIBIT "D"

TERMS AND CONDITIONS FOR FEDERALLY FUNDED GOODS OR SERVICES

Unless agreed to otherwise by Palm Beach County ("County"), the following Terms and Conditions are applicable to this order/contract for goods or services paid for or reimbursed with federal funds and entered into by and between the County and the Vendor/Contractor. The term "order/contract" as used below may collectively apply to an order or a contract.

VENDOR REGISTRATION

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. It is the vendor's sole responsibility to routinely check VSS for any amendments that may be issued prior to the deadline for receipt of submissions. Palm Beach County shall not be responsible for the completeness of any solicitation that was not downloaded from VSS or obtained directly from the Purchasing Department.

1. LEGAL REQUIREMENTS

   a. **COMPLIANCE WITH LAWS AND CODES**: The vendor shall comply and be familiar with all federal, state and local laws, ordinances, programmatic requirements, and regulations applicable to the services contemplated herein or any related funding sources. Vendors are presumed to be and shall be familiar with all federal, state and local laws, ordinances, codes and regulations that may, in any way, affect the services offered, including, but not limited to Uniform Guidance (2 C.F.R. pt. 200). Lack of knowledge by the Vendor shall in no way be a cause for relief from responsibility. The vendor shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Vendor certifies that all products (materials, equipment, processes, or other items) meet all ANSI, NFPA, and all other Federal and State requirements. Vendor further certifies that the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the vendor.

      Any toxic substance provided to the County as a result of this order/contract shall be accompanied by its Safety Data Sheet (SDS).

      Unless otherwise provided by federal law, the Uniform Commercial Code (chapter 672, Florida Statutes) shall prevail as the basis for contractual obligations between the vendor and Palm Beach County for any terms and conditions not specifically stated otherwise.

   b. **DISCRIMINATION PROHIBITED**: Palm Beach County is committed to assuring equal opportunity in the award of orders/contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the vendor warrants and represents that throughout the term of the contract, including any renewals thereof, 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, or genetic information. Failure to meet this requirement shall be considered a default of contract.

Vendor shall comply with all applicable Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§16811683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) Rehabilitation Act of 1973 any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application. Vendor shall comply with the Drug Free Workforce Act of 1988.

Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this Order/Contract and may result in termination of this Order/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. Vendor shall include this language in its sub-contracts. If subcontracts are to be let, the Vendor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms are used when possible.

c. **NON-COLLUSION**: Vendor certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act that may result in unfair advantage for one or more vendors over other vendors. Conviction for the Commission of any fraud or act of collusion in connection with any sale, quote, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted, either with, prior to, or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor list(s), and/or debarment or suspension from doing business with Palm Beach County.

d. **INDEMNIFICATION OF FUNDING ENTITIES:** Contractor agrees to indemnify and hold harmless the State of Florida, the Federal Government and its agencies (including but not limited to the Federal Emergency Management Agency ("FEMA")) and the County, and their officers, agents, employees and elected officials, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', employees' and subcontractors' acts or omissions associated with this Contract. Further, vendor shall hold County harmless and indemnify County

for any funds that the County is obligated to refund the Federal Government, or other funding source, arising out of the conduct, activities or administration of the contract by the vendor.

e. **PUBLIC RECORDS, ACCESS, AUDITS AND RETENTION**: Any material submitted by vendor in response to this solicitation and/or as part of this Contract/Order is considered a public document in accordance with section 119.07, Florida Statutes. All submitted information that the responding vendor believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in sections 119.07 and 812.081, Florida Statutes) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

Vendor shall provide the County with an annual financial audit report that meets the requirements of sections 11.45 and 216.349, Florida Statutes, and chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. §§ 7501-7507, and the related provisions of the Uniform Guidance, 2 C.F.R. §200.303 regarding internal controls, 2 C.F.R. §§ 200.330-200.332 regarding subrecipient monitoring and management, and 2 C.F.R pt. 200, Subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions.

f. **INCORPORATION, PRECEDENCE, AND JURISDICTION**: This term and condition shall be included and incorporated in the awarded order/contract. Any and all legal action necessary to enforce the awarded order/contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the awarded order/contract shall be in a court of competent jurisdiction located in Palm Beach County.

The order of legal precedence is as follows: Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.) applicable to the funding source for this order/contract; Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations (C.F.R.) and applicable to the funding source for this order/contract; the federal award or funding document for this order/contract; the Uniform Guidance, inclusive of 2C.F.R. §§ 200.317 – 200.326; Palm Beach County Code Sections 2-51 – 2-58; and, order/contract.

g. **LEGAL EXPENSES**: The County shall not be liable to a vendor for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the order/contract, or from any other matter generated by or relating to the order/contract.

h. **NO THIRD PARTY BENEFICIARIES**: No provision of the order/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 the order/contract, including but not limited to any citizen or employees of the County and/or vendor.

i. **REGULATIONS**: The Vendor shall comply with all federal, state and local laws, ordinances and regulations, applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion, and any related funding sources. The Vendor is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in

any way affect the goods/services offered, and any related funding sources and any other applicable federal requirements now in effect or imposed in the future. Vendor shall insert the substance of this clause in all subcontracts and other contractual instruments.

j. **CONFLICT OF INTEREST:** The vendor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in a manner with the performance or services required hereunder, as provided for in chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics, Sections 2-441 through 2- 448 of the Palm Beach County Code. All vendors shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the vendor's firm or any of its branches. The County's Code of Ethics, which applies to all County officials and employees, shall serve as the County's conflict of interest policy for federal awards.

2. CONTRACT ADMINISTRATION

a. **PERFORMANCE DURING EMERGENCY**: The vendor agrees and promises that, immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, Palm Beach County shall be given "high priority" which shall not be less than other clients in a similar, but not greater, emergency for all goods and/or services under the order/contract. Vendor agrees to provide all goods and/or services to Palm Beach County immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation and/or order/contract on a "first priority" basis. Vendor shall furnish a 24-hour phone number to the County. Failure to provide the goods and/or services to the County on a first priority basis immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of contract and subject the vendor to sanctions from doing further business with the County.

b. **FEDERAL AND STATE TAX**: Palm Beach County is exempt from Federal and State taxes.

c. **DEFAULT AND TERMINATION FOR CAUSE**: The County may, by written notice of default to the vendor, terminate the contract in whole or in part if the vendor fails to satisfactorily perform any provisions of this order/contract, or fails to make progress so as to endanger performance under the terms and conditions of this order/contract, or provides repeated non-performance. In the event the County terminates the contract in whole or in part because of default of the vendor, the County may procure goods and/or services similar to those terminated, and the vendor shall be liable for any excess costs incurred due to this action. If it is determined that the vendor was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the vendor), the rights and obligations of the parties shall be those provided in Section 2d, "Termination for Convenience".

d. **TERMINATION FOR CONVENIENCE**: The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give written notice of termination to the vendor,

specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the vendor has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the vendor shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the vendor shall terminate outstanding orders and/or subcontracts related to the terminated work.

e. **REMEDIES:** 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 now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

g. **ENDORSEMENTS:** No endorsements by the County of the goods and/or services will be used by the vendor in any way, manner or form.

h. **DRUG-FREE WORKPLACE**: The Vendor shall implement and maintain a drug-free workplace program of at least the following items:

I. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

II. Inform employees about the dangers of drug abuse in the workplace, the Vendor's policy of maintaining a drug- free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

III. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item Number 1 above.

IV. In the statement specified in Item Number 1 above, notify the employees that, as a condition of providing the services that are under order/contract, the employee will abide by the terms of the statement and will notify the Vendor of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

V. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted or so pleads.

VI. Make a good faith effort to continue to maintain a drug-free workplace through implementation of section 287.087, Florida Statutes.

3. FEDERAL TERMS AND CONDITIONS:

a. **FEDERAL CONTRACT WORK HOURS AND SAFETY ACT (Applies to all procurements over $100,000 that involve employment of mechanics, laborers and construction work. This does not apply to the purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence):** Vendor shall comply with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. pt. 5). Specifically, each vendor must be required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half (1½) times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

I. **Overtime requirements.** No Vendor or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

II. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph T.I.1) of this section, the vendor and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such vendor and subconsultant shall be liable to the United States (in the case the work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchman and guards, employed in violation of the clause set forth in paragraph T.I.1) of this section, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph T.I.1) of this section.

III. **Withholding for unpaid wages and liquidated damages.** The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the vendor or subconsultant under any such contract or any other federal contract with the same prime vendor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such vendor or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph T.I.2) of this section.

IV. **Subcontracts.** The Vendor or subconsultant shall insert in any subcontracts the clauses set forth in paragraph T.I.1) through 6) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The Vendor shall be responsible for compliance by any subconsultant or lower tier subcontractor with the clauses set forth in paragraphs T.I.1) through 6) of this section.

V. The vendor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

VI. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

b. **SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS: Those orders/contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 C.F.R. pt. 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.**

County shall be the exclusive owner of any patent rights arising as a result of any discovery or invention that arises or is developed in the course of or under this order/contract. The County shall hold the copyright to works produced or purchased under this order/contract. The Federal Government holds a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a Federal award or purchased under a Federal award.

c. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED (For orders/contracts greater than $150,000):**

I. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.) and the Federal

Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).

II. The vendor agrees to report each violation to the County, and understands and agrees that the County will, in turn, report each violation as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

III. The vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance money.

d. BYRD ANTI-LOBBYING AMENDMENT FOR PROCUREMENTS VALUED AT OR ABOVE $100,000 (Certification required): **Vendors and subcontractors shall comply with the requirements of Appendix II to 2 CFR Part 200 regarding lobbying activities related to federal grants and contracts. Vendors who apply for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352 and 31 C.F.R. pt. 21. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the vendor. Upon request, vendor agrees to provide the County with a completed certificate titled Byrd Anti-Lobbying Amendment and subsequent certification(s) for it and/or its suppliers, subcontractors and sub-consultants after Contract award. Vendor shall include such requirement in writing in its subcontracts.**

e. **DEBARMENT AND SUSPENSION (Certification Required)**: A completed "Certification Regarding Debarment and Suspension" is required prior to award. Upon request, the vendor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

I. This contract is a covered transaction for purposes of 2 C.F.R. pt. 3000, 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C. As such the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

II. The vendor must comply with 2 C.F.R. pt. 3000, 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

III. This certification is a material representation of fact relied upon by County and the State. If it is later determined that the vendor did not comply with 2 C.F.R. pt. 3000, 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, in addition to remedies available to the Federal Government, the State and County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

IV. The vendor must comply with the requirements of 2 C.F.R. pt. 3000, 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, while this order/contract is valid. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to vendor of this Certification completed by its

suppliers, subcontractors and subconsultants.

f. **PROCUREMENT OF RECOVERED MATERIALS (FOR GOODS VALUED ABOVE $10,000): In the performance of this contract/order, the vendor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:**

I. Competitively within a timeframe providing for compliance with the contract performance schedule;

II. Meeting contract performance requirements; or

III. At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at the EPA's Comprehensive Procurement Guidelines web site:
https://www.epa.gov/smm/comprehensive-procurement- guideline-cpg-program

The vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

g. **AMERICANS WITH DISABILITIES (ADA):** The Vendor shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

h. **PROGRAM FRAUD AND FALSE OR FRADULENT OR RELATED ACTS:** (31 U.S.C. chapter 38). The vendor acknowledges that 31 U.S.C. chapter 38 (Administrative Remedies for False Claims and Statements) applies to the vendor's actions pertaining to this order/contract.

i. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT** (48 C.F.R. § 52.204-25): Prohibition on Contracting for Covered Telecommunications Equipment or Services.

I. Definitions:

(1) **Backhaul** means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

(2) **Covered foreign country** means the People's Republic of China.

(3) Covered telecommunications equipment or services means:

a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);

b) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology

Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

c) Telecommunications or video surveillance services provided by such entities or using such equipment; or

d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(4) **Interconnection arrangements** means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

(5) **Roaming** means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

(6) **Substantial or essential component** means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(7) **Telecommunications equipment or services** means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

II. Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115- 232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the vendor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the U.S. Department of the Treasury to:

(a) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(b) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(c) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(d) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

III. Exceptions.

(1) This clause does not prohibit vendors from providing—

(a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(a) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

iii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

IV. Reporting requirement.

(1) In the event the vendor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the vendor is notified of such by a subcontractor at any tier or by any other source, the vendor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The vendor shall report the following information pursuant to paragraph (d)(1) of this clause:

(a) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(b) Within 10 business days of submitting the information in paragraph (d)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the vendor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

V. The vendor agrees and certifies that it and its subcontractors will comply with the prohibitions on covered telecommunications equipment and services in 2 C.F.R. 200.216

VI. ***Subcontracts***. The vendor shall insert the substance of this clause, including this paragraph (f), in all subcontracts and other contractual instruments.

j. **DOMESTIC PREFERENCE FOR PROCUREMENTS (2 C.F.R. § 200.322):** The Vendor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause "Produced in the United States" means for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; class, including optical fiber and lumber.

Vendor shall include this language in its subcontracts.

k. **COMPLIANCE WITH FEDERAL LAWS.** This contract is being funded in whole or in part with federal funds awarded to the County by the U.S. Department of the Treasury. The Vendor shall comply with all applicable federal statutes, regulations, and executive orders. Vendor shall insert the substance of this clause in all subcontracts and other contractual instruments.

l. **FEDERAL SYSTEM FOR AWARD MANAGEMENT:** A order/contract shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management ("SAM") (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

m. **MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY:** Vendor is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871) (42 U.S.C. § 6201).

n. **FEDERAL CRIMINAL LAW/FALSE CLAIMS ACT:** The False Claims Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. 31 U.S.C. §§ 3729. For example, a false claim could include false billing documentation submitted by the County received from a vendor or subcontractor under the contract.

The vendor understands that making false statements or claims in connection with this contract is a violation of federal law, which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

o. **CONTRACTING WITH SMALL BUSINESSES, MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, VETERAN-OWNED BUSINESSES AND LABOR SURPLUS AREA FIRMS** (if applicable): The County when possible has considered the use of

small businesses, minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms pursuant to 2 C.F.R. §200.321 The vendor, if prime subcontracts are to be let, will consider the use of small businesses, minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms as set forth below. Such consideration means:

I. These business types are included on solicitation lists;

II. These business types are solicited whenever they are deemed eligible as potential sources;

III. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

IV. Establishing delivery schedules (for example the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

V. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

p. **FEDERAL RECORDS, ACCESS, AUDITS AND RETENTION:**

I. Unless a longer period is required by law, vendor shall maintain all records pertaining to the procurement of the goods or services paid with federal funds for a period of five (5) years from the date of submission of the final expenditure report for the entire federal allocation or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity. The County shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the vendor's place of business. Exceptions include.

(a) If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the County has received written notification to extend the records retention period from the federal awarding agency, agency for audit, oversight agency for audit, agency for indirect costs, or pass-through entity.

(c) Records for equipment acquired with federal funds must be retained for five (5) years *after final disposition.*

(d) When records are transferred to or maintained by the federal awarding agency or pass-through entity, the five (5) year retention requirement is *not* applicable to the County.

II. The following access to records requirements apply to this Contract:

(a) The CONTRACTOR agrees to provide the COUNTY, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, examinations,

excerpts, and transcriptions.

(b) The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

III. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to COUNTY policies and procedures, U.S. Department of the Treasury guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the project, the status of the funds, key performance indicators.

IV. Notwithstanding the preceding, to the extent allowed by law for work performed related to a disaster event for which the County has applied for reimbursement or funding from FEMA, all records shall be retained for the longer of the period set forth above or five (5) years from the date of final closeout of the disaster by the federal agency.

q. **FEDERAL CONFLICT OF INTEREST AND GIFT POLICY:**

I. **CONFLICT OF INTEREST**: Notwithstanding any provision of Section 2-443 of the Ethics Code, no employee, officer or agent of the County may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a *real or apparent* conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, *has a financial or other interest in or may receive a tangible personal benefit from a vendor considered for a County contract*.

In addition, vendor shall disclose to County in writing all federal criminal law violations involving fraud, bribery or gratuity that potentially affect the award of this order/contract. Failure to make the required disclosures can result in withheld payments, award termination, suspension or debarment of the vendor.

II. **ORGANIZATIONAL CONFLICT OF INTEREST**: The vendor shall not have activities or relationships (a) causing the vendor to be unable, or potentially unable, to render impartial assistance or advice to the County; (b) impairing the vendor's objectivity in performing the contract work; or (c) resulting in an unfair competitive advantage.

III. **GIFT POLICY:** Notwithstanding any provision of the Ethics Code, no vendor who is a party to, or receives a benefit from, this order/contract shall offer a gratuity, favor, or anything of monetary value to any officer, employee, or agent of the County. Further, no officer, employee, or agent of the County shall solicit or accept a gratuity, favor, or anything of monetary value from a vendor who is a party to, or receives a benefit from, this order/contract.

r. **FEMA REQUIRED TERMS AND CONDITIONS:** In the event this order/contract is funded in whole or in part by the Federal Emergency Management Agency ("FEMA"), the following apply:

I. **DISASTER RECOVERY REFORM ACT:** In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and the Vendor acknowledge and agree that no language in this order/contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

II. **CHANGES:** The Palm Beach County Director of Purchasing, by written notification to the vendor may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the order/contract. The vendor shall not amend any provision of the order/contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Palm Beach County Board of County Commissioners.

III. **SEAL, LOGO AND FLAGS:** The Vendor shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Vendor shall include this provision in any subcontract.

IV. **NO OBLIGATION BY FEDERAL GOVERNMENT:** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the County, Vendor, or any other party pertaining to any matter resulting from this Contract.

V. **FEMA'S ASSISTANCE TO FIREFIGHTERS GRANT:** To the extent the Contract is funded pursuant to FEMA's Assistance to Firefighters Grant (AFG) Program, non-delivery of any AFG-funded vehicle by the contract's specified date, or other non-performance by the vendor, will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the Contract, has been accepted by the County.

VI. **COMPLIANCE WITH FEDERAL LAW:** Notwithstanding anything to the contrary set forth under the Compliance With Federal Laws section, this is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The vendor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

VII. **FEDERAL RECORDS REQUIREMENTS**: In addition to the terms and conditions set forth under the FEDERAL RECORDS REQUIREMENTS section, the bidder agrees as follows:

I. To provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the bidder which are directly pertinent to the Contract for purposes of making audits, examinations, excerpts, and transcriptions.

II. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

III. The bidder agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to work being completed under the Contract.

s. **DAVIS BACON ACT (For construction contracts in excess of Two Thousand Dollars**

($2000)) Vendors and its subcontractors shall comply with the Davis Bacon Act (40 USC 3141-3144 and 3146-3148) as supplemented by Department of Labor Regulations (29 C.F.R pt.5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)

t. **EQUAL EMPLOYMENT OPPORTUNITY**. Vendor shall comply with the provisions of Section (C) of Appendix II of 2 CFR Part 200 entitled "Equal Employment Opportunity," and as supplemented in Department of Labor regulations (41 CFR chapter 60). To the extent that such regulations apply and require the inclusion of any language into the Contract (including but not limited to the language contained in 41 CFR 60-1.4(b) and 60-4.3 if required), such language shall be deemed included and made a part of the Contract as if fully reproduced therein.

u. **ANTI-KICKBACK**. Contractor and its subcontractors shall comply with and shall take no action which would violate the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3).

v. **REPORTING REQUIREMENTS; PATENT AND COPYRIGHTS.** Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of FEMA, and the State of Florida, Department of Community Affairs, pertaining to:

I. reporting;

II. patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Contract; and

III. to copyrights and rights in data, applicable to contracts subject to payment or reimbursement from funding made pursuant to a Disaster Relief Funding Agreement (or similar agreement) with the County. The federal awarding agency (and, if applicable, any intermediary state agency) and the County and their agents and contractors shall have a royalty-free, nonexclusive, perpetual, fully paid, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for governmental purposes (i) the copyright in any work developed, and the patent in any inventions produced, under a grant, subgrant, or contract under a grant or subgrant, and (ii) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. The County, State of Florida, and federal government shall have the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award, and authorize others to receive, reproduce, publish or otherwise use such data for federal and other governmental purposes. Contractor is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR Part 401.

Contractor agrees that all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida; and any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred to the State of Florida; provided however if Contractor has a pre-existing patent or copyright, the Contractor shall retain all rights and entitlements to that pre-existing patent or copyright unless the Contract provides otherwise. If any discovery or invention is developed in the course of or as a result of work or services performed under the Contract, or in any connected with it, Contractor shall refer the discovery or invention to the County for a determination whether the State of Florida

will seek patent protection in the State's name. Any patent rights accruing under or in connection with the performance of this Contract are reserved to the State of Florida. If any books, manuals, films or other copyrightable materials are produced, the Contractor shall notify the County.

w. **ACCESS TO RECORDS.** Contractor shall permit access by the State of Florida, the County of Palm Beach, any requesting Federal agency, the Comptroller General of the United States, the Inspectors General, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions. This right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

x. **FEES AND COMMISSIONS**. Contractor warrants that it has not:

I. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration any company or person, other than bona fide personnel working solely for Contractor, to solicit or secure this Contract;

II. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; and

III. that it has not paid, or agreed to pay, or given or offered any fee, contribution, donation, commission, percentage, brokerage, consideration, gift, loan, or anything of value (Value) to any person, company, corporation, individual, organization or firm, other than bona fide personnel working solely for Contractor, in connection with, consideration for, or contingent upon, or resulting from the award or making of this Contract.

Contractor further warrants and agrees that no member of, or delegate to, the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom. It is understood and agreed to by Contractor that, for the breach or violation of this paragraph, the County shall have the right to immediately terminate this Contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of any Value.

y. **SUBCONTRACTING;** Payment to Subcontractors. Contractor shall self perform such percentage of the work related to a Disaster Event as may be required by the state or federal program providing reimbursement. With respect to all work under the Contract, Contractor shall pay each of its subcontractors, for all work satisfactorily performed within 30 days from receipt of payment from the County. Contractor further agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County.

z. **STATE AND FEDERAL LAW; INCLUSION IN SUBCONTRACTS.** Contractor and its

subcontractors (of all tiers) shall comply with and be bound by the provisions of all applicable federal, state and local laws, rules, regulations and licensing requirements governing the work performed hereunder, including but not limited to the provisions of 2 CFR Chapter II Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). In addition, Contractor and its subcontractors (of all tiers) shall comply with all laws, rules and regulations applicable to each program under which the County is eligible for funding for payment or reimbursement for work performed by the Contractor. In the event of any ambiguity or question by Contractor or any of its subcontractors of any tier regarding the program under which the County is or will be seeking payment or reimbursement for any work, Contractor shall immediately contact the County and request clarification from the County prior to proceeding with the work or authorizing a subcontractor to proceed with such work.

EXHIBIT "D-1"

CERTIFICATION
DEBARMENT & SUSPENSION

The Vendor certifies that:

(a) This Contract is a covered transaction for purposes of 2 CFR, Part 180, subpart C, and 31 C.F.R. pt. 19, subpart C. As such, the Vendor is required to verify that none of the Vendor, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

(b) The Vendor must comply with 2 CFR Part 180, subpart C and 31 C.F.R. pt. 19, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the County. If it is later determined that the Vendor did not comply with 2 CFR Part 180, subpart C, and 31 C.F.R. pt. 19, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

(d) The Vendor agrees to comply with the requirements of 2 CFR Part 180, subpart C, and 31 C.F.R. pt. 19, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Vendor of this Certification completed by its suppliers, subcontractors and subconsultants.

VENDOR NAME: The Gordian Group, Inc.

ADDRESS: 30 Patewood Drive, Bldg 2, Suite 350, Greenville, SC 29615

VENDOR'S AUTHORIZED OFFICIAL:

James Mackerer		9/25/26
Name and Title	Signature	Date

EXHIBIT "D-2"

CERTIFICATION REGARDING LOBBYING
BYRD ANTI-LOBBYING AMENDMENT

The undersigned Vendor certifies, to the best of his or her knowledge, that:

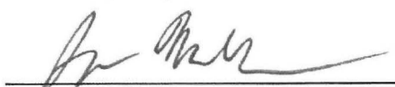
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Vendor, The Gordian Group, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Vendor's Authorized Official

James Mackerer, CFO

Name and Title of Vendor's Authorized Official

09/25/2026

Date

EXHIBIT "E"

INSURANCE REQUIREMENTS

The Vendor shall maintain at its sole expense, in force and effect at all times during the term of this Addendum, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Addendum. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Vendor under the Addendum. Vendor 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.

A. **Commercial General Liability**. Vendor shall maintain Commercial General Liability at a limit of liability not less than $2,000,000 combined single limit for bodily injury and property damage each occurrence and $5,000,000 in the aggregate. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured, or Vendor agrees that Palm Beach County is an additional insured via an additional insured blanket endorsement, copy of the endorsement to be provided with the Certificate of Insurance.

B. **Commercial Automobile Liability**. A policy of commercial automobile liability insurance with coverage and a combined single limit of no less than $3,000,000 per accident.

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, or Vendor agrees that Palm Beach County is an additional insured via an additional insured blanket endorsement, copy of the endorsement to be provided with the Certificate of Insurance.

C. **Workers' Compensation Insurance & Employer's Liability**. Vendor shall maintain Workers' Compensation & Employer's Liability in accordance with chapter 440, Florida Statutes, as may be amended.

D. **Professional Liability**. Vendor shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence, and $3,000,000 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 Vendor's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, Vendor warrants the Retroactive Date equals or precedes the effective date of this Addendum. 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 Addendum, Vendor shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Addendum

term. The requirement to purchase a SERP shall not relieve the Vendor 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.

E. **Cyber Liability/Technology Errors & Omissions.** Vendor 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, Vendor warrants the Retroactive Date equals or preceded the effective date of this Addendum. 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 Addendum, Vendor shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve Vendor 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.

F. **Waiver of Subrogation**. Except where prohibited by law, Vendor 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 Vendor 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 Vendor enter into such an agreement on a pre-loss basis.

G. **Certificates of Insurance**. On execution of this Addendum, renewal, within forty-eight (48) hours of a request by County, and upon expiration of any of the required coverage throughout the term of this Addendum, the Vendor shall deliver to the County or County's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Addendum have been obtained and are in force
and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

And may be addressed:

c/o Department
Using the address as indicated in the "Notices" article or another address on agreement of the parties.

H. **Right to Review and Terminate Addendum**. County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to reviewany required policies of insurance, including limits, coverage, or endorsements. In the event the County determines that the Vendor has failed to maintain the insurance policies required hereunder, such failure shall constitute a material breach of this Addendum. Upon such breach, the County may terminate this

Addendum in accordance with the termination provisions set forth in Article 5 of this Addendum (as set forth in section 9.5 of the Addendum, no provision of the Addendum or its Exhibits 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 the Addendum, including but not limited to any citizen or employees of the County and/or Vendor).

EXHIBIT "F"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of The Gordian Group, Inc. (Vendor) and attest that Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(signature of officer or representative)

James Mackerer, CFO
(printed name and title of officer or representative)

State of Washington, County of Snohomish

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 25th day of September 2026, by James Mackerer.

Personally known ☐ OR produced identification ☐.

Type of identification produced known to me.

NOTARY PUBLIC
My Commission Expires:
State of Washington

(Notary Seal)

Tracey Ann Cruz
Notary Public
State of Washington
My Appointment Expires 12/6/2029
Commission Number 22002178

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 personally appeared James Mackerer, Chief Financial Officer, 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 Chief Financial Officer of The Gordian Group, Inc.
[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: 24123 W Greystone Lane, Woodway, WA 98020

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.

James Mackerer, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 26 *day of* October, 20 26, *by* JAMES MACKERER, ☑ *who is personally known to me or* ☐ *who has produced* _____ *as identification and who did take an oath.*

REESE SCALES NOTARY PUBLIC COMMISSION EXPIRES 10-18-27 144611 STATE OF WASHINGTON

Notary Public
REESE SCALES
(Print Notary Name)
State of ~~Florida~~ WASHINGTON at Large
My Commission Expires: 10·18·2027

EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, 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.

Name	**Address**
Fortive Corporation 100%	6920 Seaway Blvd, Everett, WA 98203
The Gordian Group, Inc. is a wholly owned subsidiary of Fortive Corporation,	
which is a publically traded company on the NYSE under the ticker symbol FTV	

PALM BEACH COUNTY
Discover the Palm Beaches... the Best of Everything

Job Order Contracting – Expanding Small Construction Project Delivery Methods

Agreement with The Gordian Group, Inc.

Facilities Development & Operation Department (FDO)

Board of County Commissioners Meeting, Regular Agenda

November 17, 2026

Job Order Contracting – Additional Project Delivery Method for Small Construction Projects

- To improve efficiency and cost savings, Facilities Development and Operations (FDO) is seeking to add a Job Order Contract (JOC) program to supplement our construction delivery methods.
- JOC program utilizes unit prices reflecting local material, equipment, and labor costs for various units of construction and adjusts these costs to current market conditions.
- Provides FDO with additional resources to better and more efficiently manage the small construction procurement process, improve project delivery times, and decrease overall project costs.
- FDO anticipates utilizing this program on small construction projects up to a value of approximately $1.5 million dollars.

N

Job Order Contracting – Additional Project Delivery Method for Small Construction Projects (The Gordian Group, Inc.)

The Gordian Group, Inc. (Gordian)

- Gordian is an industry leader in job order contracting and unit price-based construction procurement.
- Gordian's proprietary Unit Price Book serves as the backbone of the program. It features over 280,000 localized, pre-researched tasks complete with direct material, labor, and equipment costs.
- Gordian will provide an information management system, construction cost data, procurement and job order development support, training, and optional project management services to improve the efficiency and timely completion of small renovation, repair, and maintenance construction projects.

Job Order Contracting – Additional Project Delivery Method for Small Construction Projects (The Process)

The Process:

- **Outreach.** Gordian conducts outreach with contractors and educates them on the JOC program and unit price-based construction projects.

- **Solicitation & Contract.** FDO and Gordian prepare the solicitation for specific trades and for minor construction work. Instead of bidding on every individual project, contractors submit a single competitive multiplier to be applied to the preset unit prices to cover their overhead and profit. It's anticipated that 3 to 5 contracts will be awarded to the lowest bidders for each trade.

- **Specific Work Order Assignment.** Gordian, FDO and awarded contractor will meet on site, review the scope of work, and quantity. Once a proposal is produced by the contractor, Gordian/FDO will review contractor's proposal and verify that the applicable unit costs have been selected correctly. The work order will then be issued, without having to bid out each project (projects over $300,000 will still come to the Board for approval).

SBEs

- Gordian's outreach will focus on educating SBEs on the JOC program and unit-based construction projects
- For single trade contracts, SBEs will get a 10% price preference when bidding
- On the minor construction contract, the prime contractor will be required to meet an annual SBE subcontracting goal as set by the Goal Setting Committee

Questions?

Palm Beach County
Discover the Palm Beaches... the Best of Everything

Backup

Fees & Savings

- There are no set-up fees or costs
- 5% of project cost charged to County upon issuance of work order
- 1% of project cost - Contractor paid licensing fee, payable only when the contractor performing the work on the specific project is paid
- Overall procurement timelines and staff time will be significantly reduced as you do not bid each project
- Use of localized unit prices eliminate bid padding concerns and shield County from sudden market spikes, and unreasonable change order costs
- Gordian assists in the validation of unit price summary submitted by contractor, which creates checks and balances in regard to the total project value and cost control of the project