Agenda Item: **3N1**

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

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Meeting Date: December 1, 2026 **[X] Consent [ ] Regular**
[ ] Public Hearing

Department
Submitted by: County Library/Administration

Submitted for: County Library/Administration

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I. EXECUTIVE BRIEF

Motion & Title: Staff recommends motion to approve a subscription Agreement (Agreement) between Palm Beach County (County) and Valsoft Ireland Limited, dba CollectionHQ for an initial one-year term beginning on December 4, 2026, through December 3, 2027, with renewal options not to exceed five years, in the amount of $40,237.05 per year.

Summary: The Library Department requests a new one-year term with four (4) additional one-year automatic renewal periods. This Agreement would provide library staff with sophisticated on-demand analytics and data about their collections and the performance of said collections. The Agreement contains liability provisions that differ from that adopted for use by the County under PPM CW-F-049. In accordance with PPM CW0F-049, Risk Management and the County Attorney's Office have reviewed the language and advised staff accordingly. The Agreement caps CollectionHQ' s liability to $40,237.05 and requires CollectionHQ to indemnify the County for infringement claims only. Given the type of services being performed under this Agreement, staff is recommending approval by the Board of County Commissioners. Countywide (FM)

Background and Justification: CollectionHQ has been heavily used by library staff and is integral to how the Library Department manages and develops the collections. It significantly reduces the staff time spent on data extraction and spreadsheet analytics by automating work that once required running separate Integrated Library System (ILS) reports and manually cleaning and combining the data. This frees staff to focus on decision-making, member service, and scheduling and hosting activities rather than data preparation.

The platform also lets staff monitor the performance of collections, authors, subjects, and item types over time, and it aids inventory management by identifying items due for removal due to lack of use as well as titles and subjects where demand exceeds supply. By consolidating these functions in one tool, CollectionHQ promotes consistent, data-driven practices across all staff and branches, supports responsible stewardship of public funds, and keeps our collections current and responsive to community needs. Without it, staff would have to return to manual, time-intensive processes that would reduce both efficiency and the quality of our collection decisions.

Attachments:
1. CollectionHQ - Subscription Agreement

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Recommended by: _____ 11.4.26
Department Director (Douglas Crane) **Date**

Approved by: _____ 11-12-26
Deputy County Administrator (Lisa De La Rionda) **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures	0	0	0	0	0
Operating Costs	40237.05	40237.05	40237.05	40237.05	40237.05
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	40237.05	40237.05	40237.05	40237.05	40237.05
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Is Item Included in Current Budget? Yes **X** No____

Budget Account No.: Fund 1180 Agency 320 Org 3200 Object 5121

Does this item include the use of Federal Funds: Yes ____ No **X**
Does this item include the use of State funds? Yes ____ No **X**

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

Source: Ad Valorem Tax

Impact: Minimal fiscal impact. No transfer of funds is required.

C. Departmental Fiscal Review: Alicia Garrow
Alicia Garrow, **Director of Finance & Facilities**

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

11/5/2026
OFMB
11/5 11/4

11/5/26
Contract Dev. And Control

B. Legal Sufficiency:

11/10/26
Assistant County Attorney

C. Other Department Review:

Department Director

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

Palm Beach County Library System
3650 Summit Blvd
West Palm Beach, FL 33406

September 17, 2026

Extension of your subscription to the collectionHQ Service

We, Valsoft Ireland Limited, dba collectionHQ (known as 'collectionHQ'), a company registered under CRO number 751655 and having our registered office and place of business at 10 Earlsfort Terrace, Dublin 2, D02 T380 ("We", "Our" or "Us"), offers to supply the Service (defined below) to the undersigned organization ("You"). The Service is subject to: (1) the Standard Terms and Conditions attached to this Offer letter; and (2) the Palm Beach County Purchase Order/Term Contract Standard Terms and Conditions attached hereto as Appendix 2. To the extent the Standard Terms and Conditions conflict with the Palm Beach County Purchase Order/Term Contract Standard Terms and Conditions, the Palm Beach County Purchase Order/Term Contract Standard Terms and Conditions shall control.

Service:	Provision over a web interface of our subscription based hosted Software using data supplied to us by you.
Subscription Period:	1 Year commencing December 4, 2026 to December 3, 2027

The costs associated with the provision of the above Service are as follows:

Subscription Fee:	List price USD$38704.21 Sale price USD$38,321.00 Single Sign-On (SSO): SAML-based Single Sign-On integration with Your Microsoft Entra ID tenant: $1,916.05

Minimum Hardware and Software Requirements:	• A supported Internet browser (see www.collectionhq.com for a list of supported browsers) • A connection from your internal network to the Internet with a minimum nominal speed of 8Mbps • Outbound FTP Access
Website:	Our website located at www.collectionhq.com (or such other domain name as we may from time to time specify) from which the Service is to be provided.
Designated Contact(s):	BryantR@pbclibrary.org

Yours sincerely

Aidin Mohsenin
Portfolio Manager
For and on behalf of Valsoft Ireland Limited, dba collectionHQ

Acceptance of the Offer and Terms and Conditions of Service on behalf of Palm Beach County

ATTEST:

CLERK & COMPTROLLER

By _____
Clerk

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

By _____
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Frank Moehrle, County Attorney

STANDARD TERMS AND CONDITIONS FOR THE SERVICE

BEFORE USING THE SERVICE, PLEASE READ THIS THESE TERMS AND CONDITIONS AND THE OFFER (COLLECTIVELY, THE "AGREEMENT") CAREFULLY. BY ACCESSING OR USING THE SERVICE, YOU ARE ACCEPTING THE TERMS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICE.

This Agreement is a legal agreement between you and Valsoft Ireland Limited, dba collectionHQ (referred to as Vendor), and governs your rights and obligations regarding the Service.

1. Definitions

Term	Meaning
the **"Offer"**	The offer letter, offering you the collectionHQ service.
the **"Agreement"**	The Offer together with these Terms and Conditions
references to **"You" or "Your"**	Palm Beach County
references to **"We", "Our", "Us", "Vendor" or "collectionHQ"**	Valsoft Ireland Limited, dba collectionHQ
the **"Software"**	The then current and core version of our proprietary software application collectionHQ, which both provides the Service on our website and enables you to use the Service. The core Software does not include the optional Modules.
the **"Service"**	Provision over a web interface of our subscription based hosted Software using data supplied to us by you.
the **"Commencement Date"**	The date this Agreement and the Service is deemed to have commenced.
the **"Subscription Period"**	The term of this Agreement, as shown in the Offer
the **"Renewal"**	A twelve month extension of the period for which the Service will be provided, commencing at the end of the Subscription Period, and on every subsequent anniversary thereafter.
the **"Renewal Date"**	The date the annual Renewal commences

the **"Modules"**	Optional packages of extra-functionality software, which enhance the Software further, and which are not covered by the Subscription Fee.
The **"Designated Contacts"**	The email addresses to which all notices under this agreement will be addressed, as shown in the Offer.
The **"SSO Module"**	The optional Single Sign-On Module, allowing Permitted Users to authenticate to the Service through Your identity provider using SAML 2.0.

References to Clauses are to clauses of this Agreement. Terms defined in the Offer shall have the same meaning in these terms and conditions.

Registration/Duration

2.1 We shall provide the Service to you under the terms of the Agreement. This Agreement (and the Service provided) shall commence on the Commencement Date and, always subject to Clauses 11 and 12. This Agreement will be in force for a period of one (1) year with four (4) renewal periods, which renewal periods will automatically renew for a period of 12 months, commencing at the end of the Subscription Period, and on each anniversary thereafter. In no event shall the term exceed 5 years, which includes all renewal periods.

3. Equipment and Internet Connection

3.1 We shall provide the Service to You via a web browser over the Internet. You are responsible for providing an adequate connection to the Internet.

3.2 You are responsible for obtaining and maintaining all equipment, hardware, third party software, peripherals and any and all other communications facilities and equipment which may be required from time to time to access and use the Service and for paying all charges incurred in relation to the use of these.

4. Data Supply

4.1 You agree that in order for us to provide the Service you shall utilise a suitable and reliable data extraction mechanism, to extract, collect and convey data to be used for the Service to our computer systems. Once such data is received by our systems our Software can provide the Service to you and Permitted Users.

4.2 Consequently you hereby grant to us a non-exclusive licence to use the data supplied by your computer systems to ours for the term of this Agreement, for purposes including but not limited to the following:-

(a) providing the Service;

(b) providing any future enhancements to the Software or Modules;

(c) our own internal records; and aggregated without attribution in other systems; and

(d) allowing an Internet Services Provider appointed by us to access such data to the extent necessary to allow such Internet Services Provider to host the Software.

4.3 To provide an effective Service to you, it is important to ensure the reliability and integrity of data supplied. Accordingly, you warrant that the data supplied:

(a) does not infringe the rights of any third parties, including without limitation copyright owned by third parties;

(b) complies with all applicable laws and regulations; and

(c) will be accurate and will be updated on at least a monthly basis.

4.4 For the avoidance of doubt, unless you comply with the terms of this clause 4 we shall have no obligation to provide the Service.

5. Availability of Service

5.1 We will use commercially reasonable efforts to achieve the Service Targets set out in Appendix 1. However, whilst we will do what we reasonably can to ensure the availability of the Service at all times, we cannot and do not offer a continuous or uninterrupted service and no warranty is given in this respect. You acknowledge that certain aspects of the Service are dependent upon third parties and upon your computers supplying us with data. Without prejudice to this generality, we may at any time at our discretion:

(a) temporarily suspend or restrict access to the Service for the purposes of repair, modification, maintenance or improvement or the implementation of new facilities or performance of back-up or data archival; or

(b) give instructions to you regarding the use of the Service which in our reasonable opinion are necessary in the interests of security or to maintain or improve the quality of the Service to you. You will use your best endeavours to comply with such instructions and, while they are in force, such instructions will be deemed to form part of this Agreement.

However, where reasonably possible, we shall give notice of any suspension, undertake system maintenance activity out of your normal working hours (assuming these are 9am until 5pm Monday - Friday) and will restore the Service as soon as reasonably practicable after any such suspension.

5.2 You shall:

(a) grant us (or our employees and/or agents) access to your premises, when and if needed, during normal business hours and we and our employees and/or agents shall adhere to your policies and procedures in relation to health and safety and security at all times;

(b) use reasonable endeavours to provide decisions, information or assistance to us on our request in sufficient time and detail for us to provide the Service; and

(c) prepare the equipment, hardware, third party software, infrastructure and environment in accordance with clause 3.2 and generally as required by us and to have access as provided for in (a) and (b) above

in order for us to provide the Service in accordance with the Agreement. For the avoidance of doubt if you do not comply with clause 5, we shall have no obligation to provide the Service.

6. Changes to Service

6.1 We reserve the right to enhance or otherwise change the Service or the Software from time to time in order to improve the Service or Software we offer You.

7. Use of Service

7.1 Subject to your payment of the Subscription Fee as set out in the Offer, we grant to you a non-exclusive, non-transferable right to access the Service for the duration of this Agreement for the sole purpose of using the Service in relation to stock performance management for the Designated Libraries.

7.2 You are permitted to print and download reports from the website for your own use provided that no documents, information or related graphics on the website are modified in any way and no graphics on the website are used separately from accompanying text and provided you otherwise comply with the terms of this Agreement.

7.3 Unless otherwise stated by us on the website, the copyright and other intellectual property rights in all material on the website and the Software are owned by us or our licensors. Any use of reports from the website other than in accordance with Clause 7.2 above is prohibited.

7.4 Subject to Clause 7.2, no part of the website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission. Such permission shall not be unreasonably withheld.

7.5 Upon acceptance of the Offer and subject to payment of the Subscription Fee, we shall provide you with the usernames and passwords authorising use of the website for the Permitted Users specified in the Offer. You may issue these to Permitted Users who are your employees, or such other types of users as are agreed by us on the basis that each username and password pair is allocated to a single user only and only such users who have been allocated with a username and password by you are entitled to use the Service. You agree that you shall not disclose information in relation to the Software or provide any access whatsoever to any third party which is not a Permitted User.

7.6 Additional pairs of usernames and passwords may be issued by us at our option upon your request and we shall have the right to make an additional charge for these additional pairs or vary monthly fees as a result of these additional users accordingly at our sole discretion. Any use made of the Software and Service by anyone other than Permitted Users shall be deemed unauthorized use.

7.7 You may not, and you shall procure undertakings from Permitted Users that they shall not:

(a) copy the Software for any purpose whatsoever other than normal automatic copying by your computer of the Software for the sole purposes of enabling you and your Permitted Users to use the Service on the website;

(b) use the Service or Software or any part of them on equipment of a type, category or for additional users or libraries other than as permitted by this Agreement;

(c) modify, alter, loan, distribute, rent, assign, sub-license, transfer or otherwise provide (whether electronically or otherwise) access to the website, or the Software utilised by the website or any copy or part of it to anyone else or make the website or the Software utilized by it available for use by others in any time sharing, service bureau or similar arrangement or otherwise;

(d) except as permitted by applicable law, reverse engineer, disassemble, reverse translate or in any way decode the website or the Software or any copy or part of them in order to derive any source code or other information. You agree that the website and Software contains valuable trade secrets and confidential information owned by us including but not limited to the functionality, appearance and content of the website and Software screens, the method and pattern of user interaction with the website and Software and the content of the website. The Software source code and such valuable trade secrets and confidential information are not licensed to you under this Agreement and must not be disclosed to any third party.

7.8 All right, title and interest including but not limited to copyrights and other intellectual property rights of any nature in the website and the Software and resulting out of the delivery of the Service are owned exclusively by us and you acquire no title or interest in the same other than the right to use the website and the Software and receive the Service in accordance with this Agreement.

7.9 Where the SSO Module is included in the Offer, we shall enable SAML-based Single Sign-On between the Service and Your Microsoft Entra ID tenant. You shall be responsible for administering Your identity provider, including provisioning and removing Permitted User accounts and any multi-factor authentication or conditional access policies You choose to apply. References in this Agreement to usernames and passwords shall include credentials managed through Your identity provider.

8. Support and Training

8.1 We shall provide you with access to a support helpdesk in respect of the Service between the hours of 9.00 am and 5.00 pm, Monday to Friday (excluding Scottish public holidays) in accordance with our then current support procedures as amended or updated by us from time to time. The support helpdesk facility should be accessed by email to ensure all incidents are logged by our Support Ticketing System.

On-site support shall not be provided by us as part of the Service, but may be provided at our sole option where we deem it necessary and/or where we are unable to resolve queries remotely. Upon mutual agreement, we shall be entitled to provide you with on-site support whereby we will charge our standard daily rates from time to time (prorated if appropriate), and you

shall pay all reasonable travel and other costs and expenses incurred by us in relation thereto in accordance with Florida Statute 112.061.

8.2 We shall provide such initial training regarding use of the Software and Service as we deem appropriate including without limitation by way of the provision of documentation relative to the Software and the Service. If you wish additional training throughout the Subscription Period, this shall be the subject of separate agreement between you and us.

9. Escrow Agreement

In accepting the Offer, you are agreeing to subscribe to a service (the Service) based upon payment of an annual subscription fee (the Subscription Fee). As such, no Escrow arrangements are applicable in relation to this Agreement.

10. Consultancy Services

10.1 We do not need to provide you with additional chargeable Consultancy Services for you to be able to fully use the Service. However, if you would like us to provide additional services for you then these can be discussed on a case-by-case basis and quotations will be prepared as appropriate.

10.2 Re-implementation for new integrated library systems.

If You change Your integrated library system during the Term, we will need to re-implement the Service for You and charge an additional fee for that re-implementation.

11. Payment

11.1 In consideration of the provision of the Service by Us, You shall pay the Subscription Fee. Payment is due annually in advance for the Service to be provided in that year and We shall invoice You accordingly.

11.2 Payment shall be within forty-five (45) days of the date of invoice.

11.3 For the avoidance of doubt, any fees for Consultancy Services shall be in addition to the Subscription Fee and shall be agreed on a case by case basis and may be chargeable by us as a time based rate or as an agreed fixed fee. The Software may be upgraded by Us from time to time, offering new functionality or features, and You must accept such changes to the Software as and when they are released by Us. There shall be no increase to the Subscription Fee during the Subscription Period for such new functionality or features. However, software Modules may be offered to You from time to time which You may choose to subscribe to at extra cost to the Subscription Fee, effective from the date You are granted access to such new Modules. However, You will have the option not to subscribe to such new Modules.

11.4 All sums in the Offer are exclusive of sales taxes and duties which will be payable if applicable in addition. We reserve the right to increase the Subscription Fee for any Renewal.

11.5 Without prejudice to any other right or remedy which We may have, We shall be entitled to charge interest (both before and after judgement) on a daily basis on all sums overdue at a rate of 3% per annum above the base rate from time to time of the Bank of Scotland from the date such sums became due until paid in full. You will also be liable for all costs and expenses incurred by Us in collecting overdue sums.

11.6 In addition to the above, and again without prejudice to Our other rights hereunder and in law, should You fail to make any payment when due under this Agreement, We shall have the right by notice in writing to suspend the Service and any and all other services being performed by Us without liability until the default is made good.

12. Termination

12.1 We may terminate the Service forthwith at any time by notice with immediate effect to You if You:

(a) use, or permit use of, the website, Service or the Software otherwise than in accordance with this Agreement; or

(b) fail to pay any sum rightly due hereunder within 30 days of the due date

12.2 You may cause the Service to be terminated

(a) as of the end of the Subscription Period, or as of the end of any Renewal thereafter, by providing Us with at least 3 months advance notice in writing.

12.3 Either party may terminate the Service forthwith by notice with immediate effect to the other

(a) if the other commits a material breach of this Agreement which is irremediable or which (in the case of a breach capable of being remedied) shall not have been remedied within 28 days of an advance written request to remedy the same, or

(b) or shall convene a meeting to pass a resolution for voluntary winding up, or shall enter into any liquidation (other than for the purpose of a bona fide reconstruction or amalgamation) shall enter into any voluntary arrangement with its creditors, or shall have a receiver, administrative receiver or administrator applied over it or any part of its undertakings or assets, or shall cease or threaten to cease to carry on business.

12.4 Termination of this Agreement shall not affect the accrued rights and liabilities of the parties arising in any way out of this Agreement. Clauses which due to their nature are due to be performed or observed following termination including but not limited to Clauses 7.8, 11, 12, 13, 14, 16 and 17 shall survive termination of this Agreement and shall remain in force and effect.

12.5 On termination or expiry of this Agreement, You shall destroy any downloaded or printed extracts from the website and completely purge any copies of the Software from all of Your systems subject always to You retaining Your collection management audit trail, all to Your satisfaction for which You seek agreement from Us.

12.6 (intentionally left blank)

13. Compliance with Laws

You will comply with all applicable laws and regulations in respect of your use of the Service including but not limited to data protection and privacy laws and regulations. We reserve the right to remove from our systems/records any material, content or data which we reasonably believe may lead to a third party claim against us. You will be fully and effectively liable for any breach of the terms by you of this Clause 13 to the extent provided by section 768.28, Florida Statutes and applicable law.

14. Data Protection and Privacy

By subscribing for the Service, you consent to our retention, use and disclosure of your details solely for the purposes of delivering the Service to you. You are responsible for advising your employees and other users and your customers about how we use information provided to us, and for procuring any necessary consents.

15. This Section is intentionally blank.

16. Availability

Whilst we will use our commercially reasonable endeavours to ensure that the Service will be available to you (subject to Clause 5), and that data will be held securely and appropriately backed up, no warranties are given in this regard and we specifically do not represent or warrant that:

(a) omitted

(b) defects out with our control in the Service will be corrected.

We are not responsible for being blocked by ISPs, firewalls, routers and/or software, devices or equipment of a similar nature over which we have no control where this impacts on the provision of the Service.

17. Passwords and Security

You shall be responsible for ensuring that any and all usernames and passwords provided to you and/or your employees, agents or other authorised representatives for the purposes of accessing the Service are kept secure and disclosed only to your authorised representatives who have a need to know such usernames and passwords. Without prejudice to the foregoing, you shall ensure that the Service is not used by or on behalf of any person, other than you or any of your employees, agents or other authorised representatives or Permitted Users, who are not authorised to do so. You are entirely responsible for any and all activities that occur in accessing and using the Service using passwords issued to you or your Permitted Users. You shall immediately notify us of any unauthorised use of the Service using your passwords or any other breach of security but to avoid any doubt, we are not liable to you or anyone else for any loss or damage arising from your failure to comply with the above.

Where the SSO Module is in use, You are responsible for the security of Your identity provider and for promptly removing access for any person who is no longer a Permitted User.

18. Confidentiality

18.1 In the course of the performance of its obligations and exercise of its rights under this Agreement, the Parties both agree that each may acquire information and/or proprietary materials from the other, which information is not generally known in the relevant trade or industry of either party or third parties with which either party conducts or may conduct business. As used in this Agreement, "Confidential Information" means all non-public information disclosed by one party or its agents (the "Disclosing Party") to the other party (the "Receiving Party") that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, but is not limited to, (i) non-public information relating to the Disclosing Party's technology, customers, business plans, promotional and marketing materials, statistics, technical information, finances and other business affairs, (ii) third-party information that the Disclosing Party is obligated to keep confidential, and (iii) the contents and provisions contained in this Agreement.

Any information provided by us that is Confidential will be clearly labelled by you as "Confidential" at the time it is provided. For the avoidance of doubt, we shall not use any of your data in presentation materials (unless the data has been fully anonymised) without your prior written consent.

18.2 The Receiving Party shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as The Receiving Party uses to protect its own confidential information of like nature. The Receiving Party shall restrict disclosure of Confidential Information to its employees, agents and assigns with a need to know and shall advise them of the requirements of this Agreement.

18.3 Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to the Receiving Party at the time of its receipt from the Disclosing Party, (iii) is received from a third party who did not acquire or disclose such information by a wrongful or tortious act, (iv) can be shown by documentation to have been independently developed by the Receiving Party without reference to any Confidential Information; or (v) is required to be disclosed by law.

18.4 The Receiving Party may use Confidential Information only in pursuance of its business relationship with the Disclosing Party. Except as expressly provided in this Agreement, the Receiving Party will not disclose Confidential Information to anyone without the Disclosing Party's prior written consent. The Receiving Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature.

18.5 The Receiving Party will restrict the possession, knowledge and use of Confidential Information to its employees, agents and assigns (collectively, "Personnel") who (i) have a need to know Confidential Information in connection with the parties' business relationship, and (ii) when requested by the Disclosing Party on a case by case basis, have executed written agreements obligating them to protect the Confidential Information.

18.6 The Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it, provided that the Receiving Party: (i) gives the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy, (ii) discloses only such information as is required by the governmental entity, and (iii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

18.7 All Confidential Information will remain the exclusive property of the Disclosing Party. The Disclosing Party's disclosure of Confidential Information will not constitute an express or implied grant to the Receiving Party of any rights to or under the Disclosing Party's patents, copyrights, trade secrets, or trademarks or other intellectual property rights.

18.8 The Receiving Party will notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Receiving Party. The Receiving Party will cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of such Confidential Information and prevent its further unauthorized use.

18.9 The Receiving Party will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following the Disclosing Party's written request. At the Disclosing Party's option, the Receiving Party will provide written certification of its compliance with this Section.

19. Liability

19.1 Without waving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the County represents that it is a political subdivision of the state of Florida subject to the limitations of the Statute, as may be amended.

19.2 In no event shall either party be liable to the other for: (a) loss of use, profits, business, revenue or goodwill; (b) loss of data; (c) loss of savings (whether anticipated or otherwise); and/or (d) indirect, special, punitive, incidental, exemplary, or consequential loss or damages of any kind arising out of or relating to the Services provided under this Agreement even if such party has been advised of the possibility of such damages.

19.3 We warrant that:

(a) we have the right to license all rights in and to the Software to you, and that the Software supplied by us under this Agreement does not infringe the U.S. intellectual property rights of any third party; and

(b) at the Commencement Date, and for the duration of the Agreement, the Service will perform in substantial accordance with the User Guide as set out in the User Guide document. However, you accept that improvements and enhancements to the Service during the Subscription Period may significantly change the User Guide. The sole remedy for breach of the warranty under this clause 19.3(b) shall be correction of Defects by us within a reasonable time from notification by you of the Defect that constitutes such breach. For the purposes of this clause, a "Defect" is an error in the Software or website that causes the Service to fail to operate substantially in accordance with User Guide document.

19.4 The sole remedy for a breach of the warranty given in clause 19.3(a) is that we shall defend, hold harmless and indemnify you against all loss, damage, claims, liabilities, fees, costs and expenses arising out of any action brought against you based on a claim that the Service infringes any U.S. intellectual property right of any third party, provided that:

(a) we shall be notified promptly in writing of any such claim;

(b) you shall make no admission or settlement of such claim without our prior written consent;

(c) we shall have sole control of the defense and any negotiations for compromise;

(d) you shall provide, at our expense, such assistance as we reasonably require.

19.5 THE WARRANTIES IN CLAUSE 19.3 ARE IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, AND WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, REGARDING THE SERVICES, SOFTWARE, TECHNOLOGY, INTELLECTUAL PROPERTY, MATERIALS, INFORMATION OR OTHER ITEMS PROVIDED OR MADE AVAILABLE UNDER THIS AGREEMENT, AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

19.6 OUR TOTAL LIABILITY UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED A SUM EQUAL TO ONE YEAR'S SUBSCRIPTION FEE.

19.7 We shall not be liable if you are unable to access the Service or incur problems or loss when using the Service because of any corruption, abuse or incorrect use of the website or usernames and passwords or contravention of the terms of this Agreement (including any use of the Service with equipment or other software which is incompatible) and/ or because of any variation or modification to the website or Software which is unauthorized by us, and/or where the website or Software has been used in contravention of the terms of this Agreement and/or in contravention of the website terms and conditions and/or where the failure is due to factors external to the website and Software including but not limited to damage or environmental conditions and/or failures in other equipment or software and/or where the failure is due to incorrect, inaccurate, out of date or corrupted data supplied by you.

19.8 Any delays caused by you shall be added to any estimated timescales for provision of the Service.

19.9 We shall effect and maintain with a reputable insurance company professional indemnity insurance in an amount not less than $1 million.

19.10 We shall hold employer's liability insurance in respect of our staff in accordance with any legal requirement for the time being in force.

19.11 We shall produce to you, on reasonable prior request, copies of the insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

20. Dispute Resolution

20.1 Each party shall use commercially reasonable efforts to resolve any disputes arising under this Agreement in good faith as soon as practicable. If any dispute cannot be resolved to the reasonable satisfaction of the parties within ten (10) days after the dispute arose, either party may elect to escalate the dispute to a representative executive of each party.

20.2 (Intentionally Left Blank)

20.3 (Intentionally Left Blank)

20.4 Notwithstanding the foregoing, in the event of a violation of (a) a Party's proprietary or confidentiality rights under clause 7, or (b) a party's proprietary or confidentiality rights under clause 18, nothing in this Section shall prohibit either party from immediately applying to a court of competent jurisdiction for a temporary restraining order, preliminary or permanent injunction, or other similar equitable relief. EXCEPT WHERE PROHIBITED BY LAW, THE PARTIES EXPRESSLY WAIVE THEIR RIGHT TO TRIAL BY JURY FOR ANY ACTION OR PROCEEDING BROUGHT IN RELATION TO THIS AGREEMENT.

21. General

21.1 This Agreement constitutes the entire agreement between you and us relating to the use of the Service, the website and the Software and supersedes all other agreements or understandings between us and you.

21.2 If any provision in this Agreement is deemed to be illegal or unenforceable the rest of the provisions will remain in full force and effect.

21.3 Waiver of any breach or failure to enforce any term of this Agreement will not be deemed a waiver of any breach or right to enforce which may thereafter occur. No waiver may be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

21.4 Neither party will be liable for any failure or delay in performing its obligations, in terms of this agreement, due to circumstances beyond its reasonable control

21.5 Neither Pary may assign this Agreement, in whole or in part, to any third party without the other Party's prior written consent.

21.6 We are your independent contractor, and are not your employee or agent. Nothing in this Agreement shall render or be construed to make us (including any of our agents, employees or subcontractors) your partners, joint venturers, employees or agents.

21.7 Each party acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained in this Agreement, and that it has not relied upon any representations, warranties, promises, or inducements of any kind, whether oral or written, and from any source, other than those that are expressly contained within this Agreement. Each party acknowledges that it is a sophisticated business entity and that in entering into this Agreement it has had the opportunity to consult with counsel of its choosing.

21.8 Notices to be given by us under this Agreement shall be in writing and may be given by email or otherwise at our discretion and sent to the Designated Contacts within your organization as stated on the offer. Notices by you must be given in writing and sent by either (a) post addressed to us at our address at 220 St Vincent Street, Glasgow, G2 5SG as stated on the Offer or (b) by email to contact@collectionhq.com or to such other address as we may notify to you from time to time.

Appendix 1

Service Targets

Availability	The collectionHQ service will be available 99% of the time.
Service Incidents	The collectionHQ Support Team will seek to provide an initial response within 24 hours and a follow up within a maximum 48 hours to service incidents and thereafter regularly updated until a resolution is reached. All incidents must be raised initially via our Helpdesk by email to support@collectionHQ.com
Non-Critical Enquiries	The collectionHQ Support Team will respond to non-critical enquiries within 3 days, deliver an answer within 10 days, and update status every 5 days. A non-critical inquiry is defined as a request for information that has no impact on the service quality if not answered or acted upon promptly.

PALM BEACH COUNTY
PURCHASE ORDER/TERM CONTRACT STANDARD TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this purchase order/contract entered into by and between Palm Beach County (referred to as County) and Vendor. Notwithstanding any order of precedence stated in the Offer, the following provisions of the Standard Terms and Conditions shall prevail over any conflicting provision of this Appendix 2: clause 7 (ownership of the Software, website and intellectual property), clause 19.2 (exclusion of indirect and consequential loss), clause 19.4 (intellectual property indemnity and its conditions) and clause 19.6 (limitation of liability). The provisions of this Appendix 2 addressing goods (including F.O.B., deliveries, quantities, inspection and acceptance of goods, and safety data sheets) do not apply to the hosted subscription Service.

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. **If vendor intends to use subcontractors, vendor must also ensure that all subcontractors are registered as vendors in the VSS system. All subcontractor agreements must include a contractual provision requiring that the Subcontractor register in the VSS system. The County will not finalize a contract award until the County has verified that the contractor and all of its subcontractors are registered in the VSS system.** It is the vendor's sole responsibility to routinely check our VSS system for any amendments that may have been 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 the VSS system or obtained directly from the Purchasing Department.

MODIFICATIONS

No modifications of this order/contract, including but not limited to these terms and conditions, shall be binding upon County unless approved by an authorized representative of County's Purchasing Department.

ASSIGMENTS

Assignments are prohibited unless prior written consent is given by the County and the Vendor.

EXCUSABLE DELAYS

The County may grant additional time for any delay if the delay will not adversely impact the best interest of the County and is due to causes beyond the control of the Vendor. Such grant must be in writing and made part of the order/contract.

DEFAULT

The County may, by written notice of default to the successful vendor, terminate the order/contract in whole or in part if the successful vendor fails to satisfactorily perform any provisions of this solicitation or resultant order/contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant order/contract, or provides repeated non-performance, or does not remedy such failure within a period of thirty (30) days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure.

In the event the County terminates this order/contract in whole or in part because of default of the successful vendor, the County may procure goods and/or services similar to those terminated.

TERMINATION FOR CONVENIENCE

NA

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.

NO THIRD PARTY BENEFICIARY

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or successful vendor.

F.O.B.

The F.O.B. point shall be destination. If the County agrees, freight charges may be prepaid by the Vendor and listed on the invoice; however, Vendor retains title and assumes all responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

PAYMENT TERMS

The Florida Prompt Payment Act is applicable to this solicitation. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.

In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's offer; must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at **https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService**.

Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at pbcpaymentmgr@mypalmbeachclerk.com.

INVOICING

Vendor **shall** send **ALL ORIGINAL** invoices to the following address and **may** send copies of invoices to the respective Palm Beach County Department requesting the goods/services. Invoices submitted on carbon paper shall not be accepted.
PALM BEACH COUNTY
FINANCE DEPT.
P.O.BOX 4036
WEST PALM BEACH, FL 33402-4036

TAXES

The County is exempt from Federal and State taxes.

PURCHASE ORDER

The County will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips and all correspondence concerning the order.

ORDER/CONTRACT

Vendor agrees that by submitting an offer (i.e. Request for Quotation) which is accepted by the County (i.e. Purchase Order, Term Contract Notice) a binding contract is formed in accordance with the County's terms, conditions and specifications as set forth in the solicitation and this purchase order. Vendor certifies that the offer has been made by an officer or employee having the authority to bind the Vendor.

PRICING

(1) Unless specifically requested in the specifications, any response containing modifying or escalation clauses shall be rejected.
(2) The price offered must be in accordance with the unit of measure provided on the response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your response.
(3) Vendor warrants by virtue of submitting an offer that prices shall remain firm for a period of ninety (90) days from the date of opening to allow for evaluation and award.
(4) Prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
(5) All unit prices offered should be within two (2) decimal points. If vendor's pricing offered exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

DELIVERIES

Deliveries are to be made Monday through Friday, excluding holidays, unless otherwise stipulated.

INSPECTION/ACCEPTANCE

All goods and/or services provided on this Purchase Order are subject to inspection and acceptance upon receipt or completion by an authorized representative of the County. Payment shall not be authorized until the goods and/or services have been received, accepted and properly invoiced.

QUANTITIES

Quantities specified in the order/contract cannot be changed without County approval. Goods shipped in excess of quantity designated may be returned at Vendor's expense.

COMMERCIAL NON-DISCRIMINATION

a. VENDOR'S REPRESENTATIONS AND AGREEMENT

As a condition of entering into this contract, the vendor represents and warrants that it will comply with the County's Commercial Non-Discrimination Policy as described in Resolution 2025-0748, 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 marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The vendor understands and agrees that a material violation of this clause shall be considered a material breach of this contract and may result in termination of this contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this language in its subcontracts.

b. VENDOR'S AGREEMENT TO APPLY TO SUBCONTRACTS

The vendor covenants and agrees to include the commercial non-discrimination clause in all subcontractor agreements.

DISCRIMINATION PROHIBITED

Palm Beach 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 contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the contract.

LEGAL REQUIREMENTS

The Vendor must strictly comply with all Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the goods and/or services provided herein. As this order/contract is for a hosted subscription service and not for the sale of goods, the Uniform Commercial Code shall not apply; matters not addressed herein shall be governed by the

Standard Terms and Conditions and the laws of the State of Florida. The County shall not be liable to the Vendor for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this order/contract, or from any other matter generated by or relating to this order/contract.

CRIMINAL HISTORY RECORDS CHECK ORDINANCE If applicable the vendor, vendor's employees, subcontractors of vendor and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as 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 contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and 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 contract 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 Section 2-371 - 2-377, as 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.

PUBLIC ENTITY CRIMES

In accordance with the Florida Public Entity Crime Statute 287.132.133, persons and affiliates who are entering into a contract or performing any work in furtherance with Palm Beach County 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

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 shall use commercially reasonable efforts to ensure that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall materially conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA. All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Vendor shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Vendor shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Vendor shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Vendor shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

A material failure to comply with this subsection that is not remedied within a reasonable period following written notice shall constitute a material breach of this Contract.

SBE POLICY

It is the policy of the Board of County Commissioners ("Board") that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the County's requirements for the Equal Business Opportunity Program, and which is incorporated herein. The provisions of the EBO Ordinance shall have precedence over the provisions of the solicitation in the event of a conflict.

All forms related to the Equal Business Opportunity Program, including waiver forms and good faith effort documentation can be found at: http://discover.pbcgov.org/oebo/Pages/Documents.aspx

LOCAL PREFERENCE

In accordance with the Local Preference Code, a preference may be given to (1) vendors or quoters having a permanent place of business in Palm Beach County or (2) vendors or quoters having a permanent place of business in the Glades that are able to provide the goods and/or services to be utililized within the Glades.

INDEMNIFICATION

To the extent authorized by law, Vendor shall indemnify, save and hold harmless the County, its employees and agents against third-party claims, damages, liabilities and court awards (including reasonable costs, expenses and attorney fees) to the extent arising out of (i) bodily injury, death or damage to tangible property caused by the negligence or wilful misconduct of the Vendor or its employees, agents or subcontractors, or (ii) infringement of intellectual property rights, which is governed exclusively by clause 19.4 of the Standard Terms and Conditions. This indemnity is conditional upon the Vendor being given prompt written notice of, and sole control of the defence and settlement of, the relevant claim together with reasonable cooperation, and is subject to the limitations of liability in clause 19 of the Standard Terms and Conditions.

INSURANCE REQUIREMENTS

If vendor is providing a service under this order/contract, then Vendor shall, at its sole expense, maintain in full force and effect at all times during the life of this order/contract, insurance coverages and limits (including endorsements), as set out in clause 19 of the Standard Terms and Conditions. These requirements shall not be construed to increase the Vendor's liability beyond the limitations set out in clause 19 of the Standard Terms and Conditions. All coverages shall be provided on a primary basis with the County endorsed as an Additional Insured on the Vendor's Commercial General Liability policy with a CG 2026 additional Insured- Designated Person or Organization Endorsement, or its equivalent, as follows: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, it's Officers, Employees and Agents. " Vendor shall provide the County with a Certificate of Insurance evidencing such coverages prior to the commencement of any services and within a time frame specified by the County (within a reasonable time following the County's written request). Failure to maintain the required insurance shall be considered a default of contract.

SAFETY DATA SHEETS (SDS)

Any toxic substance provided to the County as a result of this solicitation or resultant order/contract shall be accompanied by its SDS.

ENDORSEMENTS

No endorsements by the County of the goods and/or services will be used by the Vendor in any way, manner or form.

VENUE AND GOVERNING LAW

Any and all legal action necessary to enforce the award or the resultant order/contract will be held in Palm Beach County, Florida. Any legal action necessary to enforce the award or the resultant order/contract shall be governed by the laws of the State of Florida.

PUBLIC RECORDS, ACCESS AND AUDITS

The vendor agrees that copies of any and all property, work product, documentation, reports, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the vendor's services or authorized by the County as a reimbursable expense, whether generated directly by the vendor, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the COUNTY or the bidder, and wherever located shall be the property of the County; provided that nothing in this Section transfers to the County any right, title or interest in the Software, the website, the Vendor's systems, or any pre-existing or proprietary materials, methodologies or intellectual property of the Vendor, which remain owned exclusively by the Vendor or its licensors in accordance with clause 7 of the Standard Terms and Conditions. This Section applies to the County's own data and to reports and deliverables generated for the County through the Service.

Any material submitted relating to this order/contract is considered a public document in accordance with Section 119.07, Florida Statutes. This includes material which the responding vendor might consider to be confidential. 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 Section 119.07 and Section 812.081, F.S.) 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.

The County shall have the right to request and review vendor's books and records to verify vendor's compliance with the Contract, adherence to the Equal Business Opportunity Program and its response. The County shall have the right to interview subcontractors, and workers at the work site to determine Contract compliance. The bidder shall maintain records

related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. Vendor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for five (5) years after project completion date. The County and the Palm Beach County Inspector General shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years.

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:

(1) Keep and maintain public records required by the County to perform services as provided under this order/contract.
(2) Upon request from the County's Custodian of Public Records ("County's Custodian") or County's representative/liaison, on behalf of the County's Custodian, 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 Florida Statutes 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.

(3) 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 order/contract term and following completion of the order/contract, if the Vendor does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the County.

(4) Upon completion of the order/contract, the Vendor shall transfer, at no cost to the County, all public records in possession of the Vendor unless notified by County's representative/liaison, on behalf of the County's Custodian, to 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 order/contract, 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 order/contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically by the Vendor must be provided to the County, upon request of the County's Custodian or the County's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of County, at no cost to County.

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

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 ORDER/CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

PERFORMANCE DURING EMERGENCY

By submitting an offer, 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 "first priority" for all goods and services under this order/contract. Vendor agrees to provide all goods and 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 on a "first priority" basis. Vendor shall furnish a 24-hour phone number to the County. Failure to provide the goods 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.

PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 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.

BUSINESS INFORMATION

If vendor is a Joint Venture for the goods/services described herein, vendor shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

ANNUAL APPROPRIATIONS

The County's performance and obligation to pay under this order/contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

CONTRACT CLOSEOUT PERIOD

Contractor shall submit any pending invoice(s) and/or report(s), along with any required documents, to the County within forty-five (45) business days after the termination or expiration of the contract in order to close-out the contract ("Closeout Period"). These invoice(s) and/or report(s), including but not limited to vendor performance report(s), shall reflect work required and completed during the contract term. The County shall deem invoices received during and prior to the expiration of the Closeout Period as final billing for goods and services provided under the contract. Contractor's failure to submit pending invoices during the Closeout Period shall serve as an admission that no pending invoices remain. Nothing herein shall limit the County's discretion to make the final determination whether payment may be made to Contractor after the expiration or termination of the contract.

CONFLICT OF INTEREST

Vendor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required by this order/contract as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. Vendor further represents that no person having any conflict of interest shall be employed for said performance or services. Vendors shall disclose the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, vendor 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.

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: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of vendor's subconsultants performing the duties and obligations of this contract are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Vendor shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Vendor shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this contract which requires a longer retention period.

County shall terminate this contract if it has a good faith belief that vendor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that vendor's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify vendor to terminate its contract with the subconsultant and vendor shall immediately terminate its contract with the subconsultant. If County terminates this contract 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 contract was terminated. In the event of such contract termination, vendor shall also be liable for any additional costs incurred by County as a result of the termination.

PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the County's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into a Contract or performing any work in furtherance hereof, the Proposer 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.

HUMAN TRAFFICKING AFFIDAVIT

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

Effective from 07/29/2024