

HEALTH CARE DISTRICT OF PALM BEACH COUNTY

NOTICE REQUEST FOR PROPOSALS #2025PM01 PROGRAM MANAGEMENT SERVICES CONTRACT

Notice is hereby given that the Health Care District of Palm Beach County (District) is seeking proposals from qualified firms to provide program management services for various District capital projects including, but not limited to, the approximate 60,000 sf Crisis Center for Mental Health and Substance Abuse (Crisis Center). **No CCNA services are being requested under this RFP.**

It is anticipated that one (1) firm will be selected for a five (5) year contract. Besides for the Crisis Center, no additional services are guaranteed. This is not an exclusive contract.

The Request for Proposals (RFP) may be downloaded from the District's Purchasing website at: www.hcdpbc.org/resources/purchasing. Or, interested parties may obtain a copy of the RFP for this solicitation by emailing: rgutierr@hcdpbc.org. Include the words "PM RFP – Project #2025PM01" in the subject line of any e-mail regarding this solicitation.

Proposals, consisting of those documents and information described in the Request for Proposals (RFP), will be received by the Health Care District of Palm Beach County until **2:00 PM on February 18, 2025**, at the Health Care District of Palm Beach County 1515 N. Flagler Dr. Suite 101 - Reception, West Palm Beach, Fl. 33401.

Mandatory Pre-Proposal Conference. Proposers must attend a mandatory pre-proposal conference, to be held on **February 5, 2025 at 1:00 P.M.** at the following location: 1515 N. Flagler Ave, West Palm Beach Fl. 33401. Proposers may attend virtually by contacting rgutierr@hcdpbc.org no later than **February 3, 2025 at 4:00 P.M.** to obtain participation details. A Proposer's failure to attend the Pre-Proposal Conference will result in rejection of that Proposer's proposal.

Responses will be evaluated based on the selection criteria set out in the RFP.

At the time of proposal submission, respondent must be properly certified and licensed in the State of Florida and/or Palm Beach County, as applicable, for the purpose of performing the specified work.

The District reserves the right to waive any irregularities or reject any and all proposals.

HEALTH CARE DISTRICT OF PALM BEACH COUNTY

**REQUEST FOR PROPOSALS
PROGRAM MANAGEMENT SERVICES CONTRACT**

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SECTION 1. GENERAL

A. General Description.

The Health Care District of Palm Beach County (District) is an independent special taxing district created with the intent of maximizing the health and well-being of Palm Beach County residents by providing comprehensive planning, funding and coordination of health care service delivery and serving as the health care “safety net” for residents of Palm Beach County.

The District provides an array of high-quality health care services including trauma care and trauma system support, school health nursing program, a publicly-owned and operated hospital, a skilled nursing facility, and a network of federally-qualified health centers. The District recognizes that behavioral health, which includes substance use disorders, is an essential component of overall health and wellness.

Creating a comprehensive and coordinated behavioral health system is a priority for many reasons including improving health care by connecting residents with quality, timely care through the least restrictive system of treatment, and reducing strain on the criminal justice system and hospital emergency rooms.

The District has approved moving forward with the implementation of the Crisis Now Model which serves as a framework for communities to implement the evidence-based national guidelines. National statistics indicate that when fully implemented, 98% of all persons connecting to the Crisis Now system will be able to have their behavioral health care needs met without requiring in-patient treatment. Crisis receiving and stabilization facilities provide 24/7 intensive, short term stabilization in a warm and welcoming environment accepting both walk-ins and individuals brought in by first responders.

The District is seeking proposals from qualified firms to provide program management services for various District capital projects including, but not limited to, the Crisis Center for Mental Health and Substance Abuse (Crisis Center). **No CCNA services are being requested under this RFP.**

It is anticipated that one (1) firm will be selected for a five (5) year contract. Besides for the Crisis Center, no additional services are guaranteed. This is not an exclusive contract.

B. Pre-Proposal Conference. Mandatory Pre-Proposal Conference. Proposers must attend a mandatory pre-proposal conference, to be held on **February 5, 2025 at 1:00 P.M.** at the following location: 1515 N. Flagler Ave, West Palm Beach Fl. 33401. Proposers may also attend virtually by contacting rgutierr@hcdpbc.org no later than **February 3, 2025 at 4:00 P.M.** for participation details. A Proposer’s failure to attend the Pre-Proposal Conference will result in rejection of that Proposer’s proposal.

C. Limitation on Selected Firm. The selected program management firm and its subsidiaries or affiliates will be precluded from responding to any future RFPs or bids for any

District design and/or construction management projects. This restriction may or may not apply to the Program Manager’s subconsultants. Subconsultants providing only ancillary services, as determined in the sole and absolute discretion of the District.

SECTION 2. SCOPE OF WORK

A. General. As used in this Scope of Work, the term Program Manager means the selected Program Management Firm. No minimum amount of services or compensation is guaranteed to the Program Manager. This may not be an exclusive contract. The District reserves the right to contract with another firm to provide the same or similar services or use in-house staff during the term of the Contract.

1. Role. The Program Manager will provide program management services as identified above. The Program Manager team must have experience with the solicitation of competitive governmental RFP and bid processes and possess expertise in managing architectural, engineering, construction and construction management projects and contracts.

The scope of work does not require design services from licensed professionals as described in F. S. 287.055 (CCNA), but the District will accept proposals from professional services firms. No CCNA services are being requested under this RFP.

The Program Manager will act as an extension of the District’s Construction Services Division staff, acting as an owner’s representative and will be assigned work by the District on an as needed basis which may consist of program management responsibilities and related ancillary services as described below.

2. Personnel Estimate. The Program Manager will assemble a team with flexible time allocation to accommodate the needs of the District. It is initially estimated that the District may require one full time project manager, and one (1) part time cost estimator, to assist the District with program management, and in the future, potentially one (1) or two (2) field representatives, **although the quantity and type of personnel is subject to change throughout the term of the contract.**

3. Required Skills and Knowledge of Program Manager Personnel.

a. Project Managers and Field Representatives. The required skills and abilities of the Project Managers and Field Representatives must include: a thorough knowledge of industry standards, construction quality, materials, methods, principles and practices used in the construction trades and of building codes and regulations; an ability to read and interpret construction plans and specifications and the ability to recognize deviations from such plans in the construction process; an ability to use computerized work order systems; an ability to use construction management software to review and document project progress; an ability to comprehend and present ideas effectively, both orally and in writing and to submit clear, concise reports as required; an ability to develop and maintain effective working relationships with architects, engineers, contractors, the public and other staff personnel. Each Project Manager must

have a minimum of eight (8) years' experience of non-residential (preferably institutional or healthcare) construction based building system maintenance, repair or operations, engineering or architectural design, and/or construction administration/field experience; or any equivalent combination of related training and experience. An architectural, engineering, or construction management degree is not required, but is preferred.

b. Senior Project Manager. A Senior Project Manager may be required (with hours/week varying during the course of the Contract and in response to need) to 1) monitoring and ensuring that the Program Manager Personnel are performing per contract requirements and consistently among all Program Manager Personnel, 2) employ/contract with persons acting as Program Manager Personnel, 3) retain/contract with persons/firms needed from time to time to meet needs of the Contract that are best performed by the Program Manager vs. the design professional or contractor, 4) prepare and deliver project reports to the District, and 5) act as the single point of contact for District.

c. Cost Estimator. Each Cost Estimator must have at least 5 years' experience in estimating construction costs for non-residential construction projects in various stages of development and design.

5. Distribution of Workload. Other personnel/sub-consultants may be necessary as well on an as-needed basis. The distribution of the projects will be made between District staff and the Program Manager based on workload, and project specific requirements for specific District operational knowledge as may be directed by the Director of Construction Services. Not all new construction, tenant improvement or renewal/replacement projects will be handled by the Program Manager. Nothing will limit the District from using its own employees, existing or similar contracts, and/or existing procurement approaches to accomplish any particular project or component thereof.

6. Location of Work. Any full time Program Managers or Owner Representatives will be located in the District's Home Office and will be provided with the normal office amenities including supplies, office equipment, etc. The Program Manager will be expected to provide their own cell phone, computer and vehicle to travel to project site(s) and other project related site(s). Program Manager's Personnel will report to the Director of Construction Services. No reimbursable expenses are anticipated under this contract.

B. Basic Services. Not all services listed in this section may be required, but Program Manager must be capable of performing each of the tasks and work described as set forth below. In general and applicable to all services below, the Program Manager must become familiar with District's policies and procedures and act as an extension of the District Staff.

Planning and Coordination. Program Manager will, when requested:

1.1 Determine phasing of work, critical paths, milestones for projects to minimize impact;

1.2 Set deadlines for funding, permitting, environmental review, design, and

construction for the various phases/projects;

- 1.3 Assist the District in determining the most appropriate procurement approach;
- 1.4 Assist District staff in the procurement process for obtaining consultants, contractors and construction managers in accord with District procurement procedures;
- 1.5 Develop and maintain a master schedule for the project, CPM analysis as needed;
- 1.6 Develop and maintain a comprehensive overall program budget and cash flow projection, including project cost estimating services;
- 1.7 Develop reporting tools to provide updates and alert the District of issues in a timely manner;
- 1.8 Review; 1) land acquisition or lease for land to be acquired/secured and/or 2) capital funding agreement for the project and identify all provisions of that agreement which require active compliance management during the design, construction and operation phases;
- 1.9 Review all District adopted procedures relative to design and construction and identify any gaps in procedures, standardization of forms or internal processes required; and
- 1.10 Assist District Staff with contract administration for the design and construction contracts in accordance with District policies and procedures.

Design/Document Reviews. Program Manager will, when requested:

- 1.11 Assist the District in developing the scope of the project in coordination with various support departments/divisions and assist in scheduling and planning the work;
- 1.12 Coordinate and engage District's user departments/divisions with projects to ensure proper basis of planning and design;
- 1.13 Review of the reports, plans and specifications prepared by the District's consulting architectural/engineering firms;
- 1.14 Document and track all user comments and resolution to same;
- 1.15 Develop, in conjunction with the design professional and District staff a list of all health care agencies that will have jurisdiction, or the District desires to seek voluntary compliance with, on the Project;
- 1.16 Review, at each design milestone, the design against the regulatory and licensing requirement and compliance matrix;
- 1.17 Administer value engineering and constructability reviews and make recommendations to the District;
- 1.18 Evaluate energy performance and sustainability of proposed designs and make

recommendations for alternative designs that are consistent with the District policies on same;

1.19 Coordinate with Facilities Services Division to create design standards for use on other future District owned new and renewal/replacement projects;

1.20 Ensure that the design is responsive any land acquisition/lease requirements and follow-up as necessary; and

1.21 Develop, in conjunction with the design professional and construction manager, the approach to permitting (building and life safety codes as well as applicable statutory and health care permitting agencies) and project phasing which balances change risk and timing.

Services for Project Construction. Program Manager will, when requested:

1.22 Assist the District to ensure proper procurement and administration of construction management contract;

1.23 Ensure all procurement and contract requirements are met;

1.24 Monitor and review all in-contract contingencies;

1.25 Coordinate all aspects of the Sales Tax Recovery Program; and

1.26 Develop, review, provide commentary on documents required to support issuance of consultant services authorizations, construction manager work authorizations and GMPs, and change orders for the construction, and maintain applicable logs.

Budget and Schedule Management. Program Manager will, when requested:

1.27 Monitor overall budgets and schedules and maintain conformance with project budget and schedule;

1.28 Monitor the budget and schedule of multiple projects in varying phases of design and construction;

1.29 Coordinate and monitor funding activities for the project;

1.30 Prepare cost estimates and cash flows and forecasts for the projects;

1.31 Prepare accounting and financing documents/reports for the District, partner agencies, and funding agencies; and

1.32 Document accounting, financing, and reporting activities in sufficient detail, suitable for internal and outside audits.

General Project Management. Program Manager will, when requested:

1.33 Provide necessary administration, minutes, budget control including cash flows, cost estimates, project controls including scheduling, quality assurance and reviews, and professional oversight;

- 1.34 Maintain project staffing at acceptable levels to keep the projects on schedule, ensure continuity of information, and satisfy the requirements of the scope of work;
- 1.35 Manage change process and controls to comply with District policies;
- 1.36 Manage all project communications, documents and other records in compliance with State law and District policies
- 1.37 Prepare presentations, attend meetings and provide reports; and
- 1.38 Perform any other program management tasks not on list, but as assigned by the District.

SECTION 3. CRITERIA FOR SHORTLISTING AND FINAL SELECTION OF FIRMS

A. Short List Committee. A Short List Committee will review and evaluate a firm's proposal based upon the criteria set out below. At least three firms will be short listed based on the selection criteria set out below for shortlisting.

B. Final Selection Committee. The short listed firms will make presentations to and be interviewed by a Final Selection Committee. The Project Manager proposed for assignment to the Crisis Center shall be in attendance at the interview with the Final Selection Committee. The Final Selection Committee will evaluate a firm's proposal and presentation based on the criteria set out below for final selection.

C. Scoring. Each criteria will be scored and then the scores awarded for all criteria will be added to achieve the total points awarded to each firm by each committee member. Using the total points awarded to each firm, each committee member will rank each firm with the highest point total ranked 1, the next highest point total ranked 2, etc. The rankings of each firm will be combined from all the committee members to determine the total ranking score for a firm, with the lowest point total ranked 1, the next lowest point total ranked 2, etc. in order to determine the most highly qualified firm.

D. Evaluation Criteria. Pursuant to District Purchasing Procedures 210603-PP, Exhibit 3, proposals that are determined to be responsive to this RFP, will be evaluated by the District's selection committees based on the following criteria:

SHORT-LIST SELECTION CRITERIA	POINT VALUE
1. Qualifications and Related Program Management Experience of the Firm – Areas of consideration: prior experience providing program management services for all aspects of institutional projects, program of work of similar size and type (non-residential construction); capacity and resources of firm; experience with government projects; recommendations from previous Owners, especially government owners.	35
2. Proposed Staff – Areas of consideration: ability and experience of proposed staff, with specific emphasis on government project experience.	30
3. Volume of Previous Work – amount of District PM work awarded in the past 6 years with the objective to distribute the work among qualified firms.	5
4. Location of Firm’s Offices - where work will be accomplished.	5
5. Pricing - The Proposer with the lowest overall price will receive the maximum number of points listed, and proposals with higher prices will receive fewer points based on how much higher they are than the lowest price.	25

FINAL SELECTION CRITERIA	POINT VALUE
1. Qualifications and Related Program Management Experience of the Firm - Areas of consideration: prior experience providing program management services for all aspects of institutional projects, program of work of similar size and type (non-residential construction); capacity and resources of firm; experience with government projects; recommendations from previous Owners, especially government owners.	15
2. Proposed Project Staff and Functions – Areas of consideration: ability and experience of staff to be assigned to Crisis Center, staff to be assigned to other assignments, with specific emphasis on government, institutional, and/or health care experience; depth and abilities of the firm which can be drawn upon as needed.	25
3. Program Management Approach/Comprehensive Program Management Services – Areas of consideration: Proposer’s approach to satisfying District’s objectives and scope of work; ability and history of the firm to deliver a program of work using effective program management tools and techniques; firm’s knowledge and experience in the evaluation of building systems and construction techniques to create optimum value for the budget.	25
4. Volume of Previous Work – amount of District CM work awarded in the past 6 years with the objective to distribute the work among qualified firms.	5
5. Location of Firm’s Offices where work will be accomplished.	5
6. Pricing - The Proposer with the lowest overall price will receive the maximum number of points listed, and proposals with higher prices will receive fewer points based on how much higher they are than the lowest price.	25

E. Team Member Changes. Proposers shall not add or delete team members or adjust team participation after the proposal due date.

SECTION 4. RESERVED

SECTION 5. TERMS AND CONDITIONS

A. Costs of Preparation; Ownership of Documents. Costs of preparation of a response to this RFP are solely those of the Respondent and the District assumes no responsibility for any such costs incurred by the Respondent. All responses become the property of the District.

B. Due Diligence of Proposer; Non-Responsive Proposals. Due care and diligence has been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services rests solely with those making responses. Failure of any Respondent to comply with this RFP may render the proposal non-responsive and ineligible from further consideration.

C. Rejection of Responses/Waiver of Irregularities. The District reserves the right to reject any or all responses to the Request for Proposal; to waive any or all informalities and/or irregularities; to cancel this solicitation and re-advertise with either an identical or revised scope, or to cancel the solicitation in its entirety.

D. Clarification of Responses. A response to this RFP does not constitute a bid, therefore District retains the right to contact any/all proposers after submittal in order to obtain supplemental information and/or clarification in either oral or written form.

E. Reserved.

F. District Standard Contract Required. The selected Program Manager will be expected to execute the District's standard consulting contract, a sample of which is attached hereto as **Attachment F**.

G. Public Entities Crimes/Convicted Bidder List. As provided in Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a proposal or entering into any resulting contract or performing any work in furtherance thereof, the Program Manager certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform under any resulting contract have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

SECTION 6. PROPOSAL SUBMISSION REQUIREMENTS

A. Questions. Questions concerning this RFP are to be directed to rgutierr@hcdpbc.org no later than **February 7, 2025 at 3:00 P.M.** Include the words “**Program Management Services RFP**” in the subject line of any e-mail regarding this contract.

B. Supplements to RFP. No oral interpretation of this RFP will be binding. The District will be bound by information and statements only when such statements are written and executed under the authority of Construction Services Division. Any interpretation, clarification, correction, or change to this RFP will be made only by Supplement. As they are issued, all Supplements to this RFP will be posted under the applicable solicitation on the District’s Purchasing website at www.hcdpbc.org/resources/purchasing. Interpretations, corrections or changes made in any other manner will not be binding, and Proposers must not rely upon such interpretations, corrections or changes. It is the sole responsibility of the proposer to routinely check the Purchasing website for any Supplements that may have been issued prior to the deadline for receipt of proposals. The District is not responsible for the completeness of any RFP package not downloaded from the website.

C. Proposal Submission – Date and Time. Program Managers interested in this contract are required to furnish eight (8) copies of their proposal and a copy on electronic media (USB flash drive) to the following by **2:00 P.M. on February 18, 2025:**

Supply Chain Division Director
Reception, Suite #101
1515 N. Flagler Dr.
West Palm Beach, FL 33401

The time and date for receipt of responses will be scrupulously observed. The respondent assumes full responsibility for timely delivery at the location designated for receipt of responses. The time/date stamp clock in Suite #101 at 1515 N. Flagler Dr. serves as the official authority to determine timeliness of the response. Responses received after the specified time and date will be returned unopened.

D. Proposal Contents. Proposals should be compiled and tabbed in the order listed below, should include a Table of Contents and hard copies should be bound or placed in a three ring binder. A complete proposal should include the following information; failure to submit the listed information or to completely fill out any of the forms may result in the rejection of the proposal or a reduction in points:

1. Table of Contents

2. Letter of Interest / Proposal Summary - Indicate the firm’s interest in the project, discuss the highlights of the firm’s proposal, key features and distinguishing points. Include an RFP contact and contact information.

3. Proposal Certification Form (Attachment A)

4. Firm Profile – Include a brief description of the firm, describe the firm’s history, size, financial stability, capacity and resources

5. Organizational Chart – include a team organization chart clearly indicating the role of the prime and each subconsultant, if applicable; include the full legal name of each member of the team; include all key personnel of the Program Manager (and subconsultants, if applicable) assigned to the project.

6. Qualifications of the Program Manager – include a brief description of the Prime’s (and any subconsultants) experience as a program manager. Provide in a table format descriptions of pertinent program management experience with other government entities and/or the private sector that includes a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed, and the name, title, email address, and phone number of Owners to be contacted for references. *Only list prior experience performing similar program management services of a scope and nature comparable to the services requested in this RFP as a Program or Project Management Consultant (or Owner’s Authorized Representative or similar role) on a similar contract within the last ten (10) years with a minimum construction value of not less than \$35,000,000.*

7. Proposed Staff – Discuss how the Proposer will staff this project. Identify proposed staff by name, title and specific responsibilities on the project. Provide a resume for each of the proposed staff also identifying projects of a similar nature (preferably government projects) in which the staff member has been involved and his/her role. Include total years’ experience and years’ experience with current firm and any licenses or certifications. Proposed staff will be an important factor considered by the evaluation committees.

8. Program Management Approach / Comprehensive Program Management Services – Include a narrative that establishes that the Proposer understands the District’s objectives and scope of work requirements and how Proposer intends to satisfy those objectives and scope requirements. Succinctly describe the proposed approach for addressing the required services, outlining the approach that would be undertaken in providing the requested services. Describe the firm’s program management tools and techniques and the firm’s knowledge and experience in the evaluation of building systems and construction techniques to create optimum value for the budget

9. Resiliency and Sustainability – Include a narrative describing the firm’s approach to resiliency principles and sustainable practices; include a list of projects where the firm has achieved LEED certification or other high performance green building certification; include a list of LEED AP credentialed staff or staff with a certificate in sustainable design and construction from an accredited college or university.

10. Conflict of Interest Disclosure Form for each member of the team (**Attachment B**)

11. Volume of Previous Work Form – Attachment C

12. Certification of Business Location Form – Attachment D and Business Tax Receipt (if applicable, for firms who qualify for the local preference)

13. Pricing Page – Attachment E

14. Other information that may be appropriate

Word versions of the required forms can be downloaded from the District’s Purchasing website at www.hcdpbc.org/resources/purchasing. Or, Proposer can request fillable PDFs or Word versions of many of these required forms by emailing rgutierr@hcdpbc.org. Include the words “**Program Management Services RFP**” in the subject line of the e-mail.

SECTION 7. AWARD OF CONTRACT

A. Estimated Schedule for Review and Notification of Recommended Award.

The following is the estimated timetable for selection of notification of recommended award. The purpose of the timetable for is for planning purposes only and is subject to change.

Responsiveness Determination: February 28, 2025
Shortlist Committee Review Meeting: April 1, 2025
Final Selection Committee Meeting: April 17, 2025
Contract Award: June 2025

Proposers will be notified of the recommended award by email and the Notification will be posted for 5 business days at the location where proposals are received.

B. Right of Appeal/Protest. Protest procedures are provided in the Health Care District of Palm Beach County’s Purchasing Procedure 201603-PP, Exhibit 4A. Any proposer who is aggrieved in connection with the recommended award may protest in writing to the Records Custodian or by email at RecordsCustodian@hcdpbc.org. Protests will be considered final when received by the Records Custodian. Failure to file a protest as outlined in the District’s Purchasing Procedure constitutes a waiver of proceedings.

C. Contract Execution. If after notification of recommended award, the successful proposer does not provide within 30 days of notification, the signed contract and required certificates of insurance etc., the District may cancel the notification and recommend award to the next ranked proposer.

D. Cancellation of RFP and/or Recommended Award. The District reserves the right to cancel this RFP and/or the recommended award of any Contract at any time before the execution of said Contract by all parties without any liability against the District. The Proposer, by

submitting its Proposal, expressly waives any claim to damages, of any kind whatsoever, in the event the District exercises its rights provided for in this subsection.

SECTION 8. LOBBYING

Lobbying. Proposers, or anyone representing the proposer, are prohibited from communicating with any District Commissioner or District employee staff regarding its proposal, i.e. a “Cone of Silence”.

b. Cone of Silence. The “Cone of Silence” is in effect from the date/time of the deadline for submission of the proposal, and terminates at the time that the Health Care District Board of Commissioners (“Board”), or a District employee authorized to act on behalf of the Board, awards or approves a contract, rejects all proposals, or otherwise takes action which ends the solicitation process.

c. Exceptions. The exceptions to the “Cone of Silence” specifically include contract negotiations during any public meeting; contract negotiations between any District Employee and the intended awardee; public presentations made to the Board; or any written correspondence at any time with any Employee, Commissioners, or Advisory Board Member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

**RFP ATTACHMENT A
PROPOSAL CERTIFICATION FORM
PROGRAM MANAGEMENT SERVICES
PROJECT #2025PM01**

(Proposer must complete, sign and return with proposal)

I hereby certify that I am submitting my company's proposal and understand that by virtue of executing and returning with this proposal this Proposal Certification Form, I certify that all information is correct and I understand the contents and accept the conditions of the Request for Proposal and this Proposal Certification Form.

Acknowledgment of Supplements:

It is agreed that Proposer has received and understands all supplements issued by the District. The Proposer acknowledges receipt of supplement(s) as follows:

Supplement # _____ dated _____ Supplement # _____ dated _____

Non-Discrimination Certification:

The DISTRICT and its affiliated entities is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The PROGRAM MANAGER warrants and represents that throughout the term of the contract all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. The PROGRAM MANAGER represents and warrants that it will comply with the DISTRICT'S Non-Discrimination Policy. As part of such compliance, the PROGRAM MANAGER shall not discriminate on the basis of race, color, ethnicity or national origin, religion, creed, language, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the PROGRAM MANAGER retaliate against any person for reporting instances of such discrimination. The PROGRAM MANAGER 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 DISTRICT contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. PROGRAM MANAGER shall include this language in its subcontracts.

PROPOSER (firm name): _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

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

DISTRICT CONFLICT OF INTEREST DISCLOSURE FORM

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

(Attach additional sheets as needed.)

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

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

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

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

Signature

Date

RFP ATTACHMENT C

VOLUME OF PREVIOUS WORK FORM
(Proposer must complete and return with proposal)

Firm Name:

Date:

Year	Dollar Amount of Program Management Contracts Awarded or Funded by the District
Year 1: 01/01/2025 to 02/18/2025	\$ 0
Year 2: 01/01/2024 to 12/31/2024	\$ 0
Year 3: 01/01/2023 to 12/31/2023	\$ 0
Year 4: 01/01/2022 to 12/31/2022	\$ 0
Year 5: 01/01/2021 to 12/31/2021	\$ 0
Year 6: 01/01/2020 to 12/31/2020	\$ 0
TOTAL	\$ 0

The Volume of Previous Work calculation will be based only on Program Management contracts of the firm awarded or funded by the District as of the submittal date. Program Management work for which a firm has been selected but a contract has not yet been awarded is not be included in the calculation.

PROPOSER (firm name): _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

**RFP ATTACHMENT D
CERTIFICATION OF BUSINESS LOCATION**

(to receive local business points, Proposer must complete, sign and return with Proposal)

In accordance with the District's Purchasing Policy, a preference may be given to respondents having a permanent place of business in Palm Beach County. To receive a local preference, respondents must have a permanent place of business within Palm Beach County prior to the District's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the respondent to provide the goods/services being solicited by the District, and will be used to verify that the respondent had a permanent place of business prior to the issuance of the solicitation. The respondent must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the respondent to not receive a local preference.

In instances where the respondent is exempt by law from the requirement of obtaining a Business Tax Receipt, the respondent must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the respondent had a permanent place of business within Palm Beach County prior to the date of issuance of the solicitation. The District hereby retains the right to contact said respondents for additional information related to this requirement after the bid/quote due date.

I. Respondent is a:

_____ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County

_____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of respondent's Palm Beach County Business Tax Receipt verifies respondent's permanent place of business in Palm Beach County.

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____
(Title/Position) (Firm Name of Respondent)

who hereby certifies that the information stated above is true and correct and that the Palm Beach County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the Respondent on this Certification is considered an unethical business practice and is grounds for sanctions against future District business with the Respondent.

(Signature)

(Date)

**RFP ATTACHMENT E
PRICING PAGE
(Proposer must complete, sign and return with proposal)**

TITLE	MAXIMUM HOURLY RATE - Raw (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal/Project Executive		X		=	
Senior Project Manager		X		=	
Project Manager		X		=	
Field Representative		X		=	
Cost Estimator		X		=	

Notes:

Rates for Senior Project Manager and Project Manager shall be “field rates”. The Program Manager’s on-site personnel will be located in District offices at no charge and will be provided with the normal office amenities including supplies, office equipment, etc. Computer, cell phone, vehicle shall be included in billing rate. Raw labor rates listed are the maximum allowed but rate billed to District will be the actual payroll rate for each employee. Principal/Project Executive time shall not exceed 10% of total billable hours per month.

Labor rates of Program Manager and any subconsultants shall not exceed the actual hourly raw labor rates for services rendered by personnel, multiplied by an overall overhead and profit factor (maximum of three). The labor rates and overhead and profit factors are subject to audit, upon request. Actual hours will be billed.

The hourly raw labor rates listed above shall remain in effect for a period of two years from the date of Contract execution. At the end of each one year period thereafter, if the cost of living index supports an increase, an increase of up to three percent (3%) may be allowed to the raw labor rates for each one year term thereafter. The overhead and profit factor (multiplier) will not be increased during the five-year term of the contract.

PROPOSER (firm name): _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

ATTACHMENT F
SAMPLE CONTRACT
(for informational purposes only; do not return with proposal)

CONTRACT FOR PROGRAM MANAGEMENT SERVICES

(Non-Federal)

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CONTRACT FOR PROGRAM MANAGEMENT SERVICES

This Contract (hereinafter "Contract") is made as of _____ by and between HEALTH CARE DISTRICT OF PALM BEACH COUNTY, an independent special taxing district created pursuant to Chapter 2003-326, Laws of Florida, as amended, hereinafter referred to as "DISTRICT", and _____ a _____ authorized to do business in the State of Florida, hereinafter referred to as PROGRAM MANAGER, whose Federal I.D. number is _____.

WHEREAS, the DISTRICT desires to retain the services of a program manager to assist DISTRICT _____ in _____ administering _____ and _____ managing DISTRICT's _____; _____;

WHEREAS, the DISTRICT issued a Notice and Request for Proposals ("RFP") for the provision of program management services for _____; and the PROGRAM MANAGER's proposal ("Proposal"), in response thereto, was selected through a competitive proposal process as the most advantageous to the DISTRICT;

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

NOW, THEREFORE, in consideration of the mutual promises and consideration contained herein, the DISTRICT and the PROGRAM MANAGER agree as follows:

SECTION 1 - DEFINITIONS

Additional Services: services requested pursuant to a Program Manager Design Professional Services Authorization (PMSA) that are not described in Basic Services. Additional Services to a PMSA may be authorized through the execution of a Supplement to a PMSA.

Basic Services: all services described under Section 2 of this Contract and/or in the Scope of Work attached hereto as **Exhibit A** and/or included a PMSA.

Board: means the Health Care District of Palm Beach County Florida Board of Commissioners.

Capital Building Program: all building projects; including but not limited to, land acquisition/ lease, new construction, renewal/replacement projects, renovations, restorative work, identified as a capital improvement in the DISTRICT's approved budget.

CSD: Director of Construction Services Division of the Support Services Department.

Contract or Contract: consists of this Contract, the Request for Proposals, PROGRAM MANAGER's proposal and presentation, any PMSAs and Supplements to a PMSA when executed and any notice to proceed under the Contract or a PMSA or a Supplement; all of which are incorporated herein by reference.

DISTRICT Representative: The Director of the DISTRICT’s Construction Services Division who reports to the Director of Support Services Department.

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

1. This Contract and any amendments to this Contract;
2. PMSAs and Supplements to a PMSA;
3. Notices to Proceed;
4. Request for Proposals;
5. PROGRAM MANAGER’s proposal and presentation.

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

PROGRAM MANAGER: the firm selected to perform the services under this Contract.

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

Supplement: an amendment to an existing Program Manager Services Authorization.

Capitalized terms not defined in this Contract will have the meaning defined in the Construction/Contract Documents.

SECTION 2 - BASIC SERVICES OF PROGRAM MANAGER

2.1 BASIC SERVICES.

The basic services to be provided by the PROGRAM MANAGER and the scope of work for this Contract are described in **Exhibit A** to this Contract which is incorporated herein.

2.2 ASSIGNMENT OF WORK.

No minimum amount of services or compensation is guaranteed to the PROGRAM MANAGER. This is not an exclusive contract. The DISTRICT may enter into similar contracts with other firms to provide the same or similar services or use in-house staff during the term of this Contract.

2.3 LIMITATION ON PROGRAM MANAGER.

The PROGRAM MANAGER and its subsidiaries or affiliates are precluded from responding to future RFPs or bids.

2.4 ADDITIONAL WORK.

The types of individual services to be assigned to PROGRAM MANAGER under this Contract may include, but not necessarily limited to those listed in **Exhibit A**. Additional work may be authorized as provided for in Section 3 of this Contract.

2.5 DISTRICT POLICIES AND PROCEDURES.

In the performance of this Contract, the PROGRAM MANAGER (and any employees of PROGRAM MANAGER, subconsultants hired by PROGRAM MANAGER and/or employees of subconsultants hired by PROGRAM MANAGER) shall become familiar with and perform such services in accordance with the policies and procedures of the DISTRICT which be provided by the CSD. If PROGRAM MANAGER fails to comply with the DISTRICT Policies and Procedures, it may be considered in material breach of this Contract and DISTRICT shall have the right to exercise any and all remedies available to it, including but not limited to Contract termination pursuant to the provisions of Section 8.2 of this Contract, and requiring PROGRAM MANAGER to re-perform work at no additional cost to the DISTRICT.

2.6 CONFLICT OF INTEREST.

In addition to the PROGRAM MANAGER's continuing compliance with the DISTRICT Policies and Procedures, the PROGRAM MANAGER acknowledges and agrees that conflict of interest or the appearance of conflict of interest are a continuing concern for the DISTRICT regarding the PROGRAM MANAGER's performance of services under this Contract. All information and discussions concerning upcoming or active solicitations (not made public by the Director of Construction Services Division or otherwise publicly disseminated) that PROGRAM MANAGER and its employees obtain or become aware of as a result of services provided pursuant to this Contract, shall be held in strictest confidence and shall not be disclosed, discussed, or revealed to contractors, consultants or persons desiring to provide services to the DISTRICT (or their employees, agents or representatives), and PROGRAM MANAGER shall direct all inquiries from entities or persons desiring to provide services to the DISTRICT to the Director of the DISTRICT's Construction Services Division.

2.7 SELECTION COMMITTEES.

No employee of the PROGRAM MANAGER, nor any employee of a subconsultant hired by the PROGRAM MANAGER, may serve or participate as a voting member on any DISTRICT selection committee, unless specifically authorized in writing by the DISTRICT's Chief Executive Officer.

2.8 FEES.

The fees associated with the Basic Services are described in **Exhibit B** to this Contract.

The fees associated with any Additional Services under this Contract will be authorized by a PMSA.

2.9 DISPUTES AND SPECIFIC PERFORMANCE.

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

SECTION 3 – MODIFICATIONS OF WORK/ADDITIONAL SERVICES

3.1 NOTICE OF CHANGE.

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

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

3.2 AMENDMENT.

If the DISTRICT elects to make the change, the DISTRICT shall issue a Supplement to an existing Program Manager Service Authorization; and the PROGRAM MANAGER shall not commence work on any such change until such Supplement has been signed by the PROGRAM MANAGER and approved and executed by the DISTRICT.

SECTION 4 - DISTRICT'S RESPONSIBILITIES

DISTRICT shall do the following in a timely manner so as not to delay the services of the PROGRAM MANAGER:

4.1 DISTRICT REPRESENTATIVE.

The DISTRICT's Representative with respect to the services to be rendered under this Contract is Director of the DISTRICT's Construction Services Division. The DISTRICT Representative shall have complete authority to transmit instructions, receive information, interpret and define DISTRICT's policies and decisions with respect to PROGRAM MANAGER's services.

4.2 CONTRACT REQUIREMENTS.

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

4.3 NOTICE.

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

SECTION 5 - PERIODS OF SERVICE

The period of service and the Contract term shall commence upon the approval and execution of this Contract by both parties and continue for a period of _____, unless otherwise terminated as provided for in Section 8.2 of this Contract.

SECTION 6 –PAYMENTS TO PROGRAM MANAGER

6.1 LABOR RATES FOR BASIC SERVICES.

Labor rates of PROGRAM MANAGER and any subconsultants shall not exceed the actual hourly raw labor rates for services rendered by PROGRAM MANAGER personnel, multiplied by an overall overhead and profit factor.

The schedule of hourly labor rates by labor category as set forth in **Exhibit B** is attached hereto and made a part hereof. The labor rates listed on **Exhibit B** are all-inclusive and fully-burdened. PROGRAM MANAGER is not entitled to reimbursement of any expenses for Basic Services.

The rates listed in **Exhibit B** shall remain in effect for a period of two years from the date of contract execution. At the end of this initial two year period, the hourly raw labor rates may be re-negotiated if requested by the PROGRAM MANAGER; and, if the cost of living index supports an increase, an increase of up to three percent (3%) may be allowed for each one year period thereafter. Any such increase will be negotiated and supported by calculations using the Consumer Price Index – All Urban Consumers (CPI-U) U.S. City Average.

The overhead and profit factor set forth in **Exhibit B** will remain in effect for the five year term of this Contract for the labor categories listed.

Salary costs for PROGRAM MANAGER as shown on **Exhibit B** and for any subconsultants are the maximum billing rates which are provisional, subject to audit of actual costs and if the audit discloses that the actual costs are less than the costs set forth in **Exhibit B** for the PROGRAM MANAGER or for any subconsultant, PROGRAM MANAGER shall reimburse the DISTRICT based upon the actual costs determined by the audit.

6.2 PMSAs FOR BASIC SERVICES.

Each PMSA issued under this Contract will include the positions authorized, the labor rates authorized in accordance with this Section 6 and **Exhibit B**, the estimated labor hours and the not to exceed amount for the PMSA. PROGRAM MANAGER shall only bill DISTRICT for actual labor hours. The DISTRICT shall not be obligated to reimburse the PROGRAM MANAGER for costs incurred in excess of the total not to exceed cost amount of each PMSA. The PROGRAM MANAGER shall notify the DISTRICT's Representative in writing when 90% of the not to exceed amount has been reached.

6.3 COMPENSATION FOR ADDITIONAL SERVICES

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

6.3.1 When Additional Services are to be compensated on a fixed price/lump sum method of compensation, as identified on a PMSA, then the DISTRICT and PROGRAM MANAGER shall mutually agree to a fixed price/lump sum fee for the Additional Services along with a detailed Scope of Work. Prior to execution of the fixed price/lump sum PMSA, the PROGRAM MANAGER shall have submitted to the DISTRICT's Representative a detailed cost proposal including the estimated labor hours, raw labor rates, overhead/fringe factor and profit factor, subcontractual services, and other related costs supporting the proposed Scope of Work. Labor Rates are subject to the requirements of Section 6.1 above. The fixed price/lump sum fee shall include all services required to complete the Scope of Work including labor, overhead/fringe and profit, and costs as part of the fixed price/lump sum.

6.3.2 When Additional Services are to be compensated on a time charge/not to exceed method of compensation in a PMSA, then the PROGRAM MANAGER will submit a not to exceed budget to the DISTRICT's Representative for prior approval based on estimated labor hours, raw labor rates overhead/fringe factor and profit factor, subcontractual services, and other related costs supporting the proposed Scope of Work. Labor Rates are subject to the requirements of Section 6.1 above. The DISTRICT shall not be obligated to reimburse the PROGRAM MANAGER for costs incurred in excess of the total not to exceed amount. The PROGRAM MANAGER shall notify the DISTRICT's Representative in writing when 90% of the not to exceed amount has been reached.

6.4 PROGRESS PAYMENTS.

The PROGRAM MANAGER will invoice the DISTRICT monthly for services rendered via a pay application.

6.5 APPROVAL PROCESS.

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

6.6 FINAL PAYMENT.

In order for both parties to close their books and records, the PROGRAM MANAGER will clearly state Final on the PROGRAM MANAGER's final/last billing to the DISTRICT for each PMSA. This shall constitute PROGRAM MANAGER's certification that all services have been properly performed and all charges and costs have been invoiced to DISTRICT for each PMSA. Since the account for such PMSA will thereupon be closed, any and other further charges to that PMSA, if not properly included on this final invoice for that PMSA, are waived by the PROGRAM MANAGER.

6.7 RIGHT OF OFFSET.

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

SECTION 7 – RESERVED

SECTION 8 - GENERAL CONSIDERATIONS

8.1 STANDARD OF CARE.

The PROGRAM MANAGER has, during the selection process for this Contract, represented to DISTRICT that the PROGRAM MANAGER is possessed of that level of skill, knowledge, experience and expertise that is commensurate with firms of national repute in the areas required for the services that may be assigned under this Contract. PROGRAM MANAGER acknowledges that DISTRICT has relied on PROGRAM MANAGER's representations of skill, knowledge, experience and expertise. By executing this Contract, PROGRAM MANAGER agrees that PROGRAM MANAGER will exercise that degree of care, knowledge, skill, and ability as other professionals possessing the degree of skill, knowledge, experience and expertise which PROGRAM MANAGER has claimed. PROGRAM MANAGER shall perform such duties as may be assigned without neglect.

The PROGRAM MANAGER shall not be responsible for the means, methods, techniques, sequences and operations of construction or safety precautions and programs except as provided in this Contract.

8.2 TERMINATION.

This Contract may be canceled by the PROGRAM MANAGER upon sixty (60) days prior written notice to the DISTRICT in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this Contract through no fault of the PROGRAM MANAGER. It may also be terminated, in whole or in part, by the DISTRICT, with cause upon five (5) business days written notice to the PROGRAM MANAGER or without cause upon ten (10) business days written notice to the PROGRAM MANAGER. Unless the PROGRAM MANAGER is in breach of this Contract, the PROGRAM MANAGER shall be paid for services rendered to the DISTRICT's satisfaction through the date of termination. In no event, whether termination is with or without cause, shall the DISTRICT be liable for any lost profits, lost opportunity damage, or consequential damages. After receipt of a termination notice and except as otherwise directed by the DISTRICT, the PROGRAM MANAGER 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 DISTRICT.
- d. Continue and complete all parts of the work that have not been terminated.

Should a termination for breach later be declared wrongful, said termination shall be considered and treated as a termination without cause.

Notwithstanding any breach of this Contract by either party nor the status of payment to the PROGRAM MANAGER, nor the DISTRICT's exercise of its rights of termination, it is hereby

agreed between the parties that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the tasks under this Contract which have been created as a part of PROGRAM MANAGER's services or authorized by the DISTRICT, whether generated directly by the PROGRAM MANAGER, or by or in conjunction or consultation with any other party whether or not a party to this Contract, whether or not in privity of contract with the DISTRICT or PROGRAM MANAGER, and wherever located shall be the property of the DISTRICT.

8.3 TRUTH-IN-NEGOTIATIONS CERTIFICATE.

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

The said rates and costs shall be adjusted to exclude any significant sums should the DISTRICT determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The DISTRICT shall exercise its rights under this Certificate within one (1) year following final payment. DISTRICT has the authority and right to audit PROGRAM MANAGER's records under this provision.

8.4 PERSONNEL

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

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

Any changes or substitutions in the PROGRAM MANAGER's key personnel or subconsultants as listed in PROGRAM MANAGER's proposal and/or presentation to the DISTRICT's selection committee must be made known to the DISTRICT's Representative and written approval must be granted by the DISTRICT before said change or substitution can become effective.

The PROGRAM MANAGER represents and warrants that all services shall be performed by skilled and competent personnel to the professional standard of care set forth in Section 8.1 above.

All of the PROGRAM MANAGER's personnel (and all subcontractors) will comply with all DISTRICT requirements covering conduct, safety, and security while on DISTRICT premises.

8.4.2 PROGRAM MANAGER's Representative. PROGRAM MANAGER shall advise the DISTRICT of the name of its proposed senior project manager (the Senior Project Manager) for this Contract. The Senior Project Manager shall not be removed from his/her responsibilities on this Contract without the written consent of the DISTRICT. The DISTRICT shall retain reasonable right of approval of the PROGRAM MANAGER's designated Senior Project Manager and the right to require the PROGRAM MANAGER to replace its designated Senior Project Manager with another individual acceptable to the DISTRICT.

8.5 CRIMINAL HISTORY RECORDS CHECK.

The PROGRAM MANAGER, PROGRAM MANAGER'S employees, subcontractors/subconsultants of PROGRAM MANAGER and employees of subcontractors/subconsultants shall comply with DISTRICT's Screening Policy and Procedure HOHR118 and Physical Access and Control Policy HCDDSS0002-A ("Policies"), for unescorted access to DISTRICT facilities ("Facilities"). The PROGRAM MANAGER is solely responsible for the financial, schedule, and/or staffing implications of the Policies. Further, the PROGRAM MANAGER acknowledges that its price for any services authorized under this Contract includes any and all direct or indirect costs associated with compliance with the Policies, except for the applicable FDLE fees that shall be paid by the DISTRICT.

This Contract may include sites and/or buildings which may be deemed to require either a Level I or Level II criminal history record check pursuant to the Policies. DISTRICT staff representing the DISTRICT department will contact the PROGRAM MANAGER and provide specific instructions for meeting the requirements of these Policies.

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

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

8.6 RESERVED

8.7 NON-DISCRIMINATION.

The DISTRICT and its affiliated entities is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The PROGRAM MANAGER warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the PROGRAM MANAGER represents and warrants that it will comply with the DISTRICT'S Non-Discrimination Policy. As part of such compliance, the PROGRAM MANAGER shall not discriminate on the basis of race, color, ethnicity or national origin, religion, creed, language, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the PROGRAM MANAGER retaliate against any person for reporting instances of such discrimination. The PROGRAM MANAGER 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 DISTRICT contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. PROGRAM MANAGER shall include this language in its subcontracts.

8.8 INDEPENDENT CONTRACTOR RELATIONSHIP.

The PROGRAM MANAGER is, and shall be, in the performance of all work, services and activities under this Contract, an Independent Contractor, and not an employee, agent, representative or servant of the DISTRICT. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the PROGRAM MANAGER'S sole direction, supervision, and control. The PROGRAM MANAGER shall exercise control over the means and manner in which it and its employees, sub-consultants and suppliers perform the work, and in all respects the PROGRAM MANAGER'S relationship and the relationship of its employees to the DISTRICT shall be that of an Independent Contractor and not as employees or agents of the DISTRICT. ACCORDINGLY, NO RIGHTS OR INTERESTS GRANTED HEREIN BY DISTRICT SHALL BE DEEMED TO CONFER ANY RIGHTS OF SOVEREIGN IMMUNITY TO PROGRAM MANAGER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS AND REPRESENTATIVES, AND AS SUCH, ALL RIGHTS AND INTERESTS OF SOVEREIGN IMMUNITY SHALL BE STRICTLY LIMITED TO DISTRICT UNDER THE LAWS AND CONSTITUTION OF THE STATE OF FLORIDA.

PROGRAM MANAGER shall not for itself, and it shall ensure that its officers, directors, employees, agents, independent contractors, subcontractors and representatives do not assert as a defense or claim any rights of sovereign immunity in any legal or other proceeding. PROGRAM

MANAGER agrees to indemnify, defend, and hold DISTRICT harmless from and against any and all liabilities, damages, claims, losses, including attorney's fees and costs at all levels of trial and appeal, resulting from a breach of this paragraph by PROGRAM MANAGER and any of its officers, directors, employees, agents, independent contractors, subcontractors and representatives.

The PROGRAM MANAGER does not have the power or authority to bind the DISTRICT in any promise, agreement or representation.

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

8.9 CONTINGENT FEES.

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

8.10 AUTHORITY TO PRACTICE.

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

All final plans, documents, reports, studies and other data prepared by the PROGRAM MANAGER shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes.

8.11 TAXES.

The DISTRICT is exempt from payment of Florida State Sales and Use Taxes. The DISTRICT will sign an exemption certificate submitted by the PROGRAM MANAGER. The PROGRAM MANAGER shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the DISTRICT. The PROGRAM MANAGER is not authorized to use the DISTRICT's Tax Exemption Number in securing such materials.

The PROGRAM MANAGER shall be responsible for payment of its own and its share of its employee's payroll, payroll taxes, and benefits with respect to this Contract.

8.12 AVAILABILITY OF FUNDS.

The DISTRICT's performance and obligation to pay under this Contract is contingent upon

an annual appropriation for its purpose by the Board.

Notwithstanding anything in this Contract to the contrary, in the event that no funds are appropriated or budgeted by the Health Care District of Palm Beach County's or DISTRICT's governing board in any fiscal year to pay the costs associated with DISTRICT's obligations under this Contract, or in the event the funds budgeted or appropriated are, or are estimated by DISTRICT to be, insufficient to pay the costs associated with DISTRICT's obligations hereunder in any fiscal period, then DISTRICT will notify PROGRAM MANAGER of such occurrence and either DISTRICT or PROGRAM MANAGER may terminate this Contract by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to DISTRICT of any kind.

8.13 INSURANCE.

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

8.13.2 Commercial General Liability. PROGRAM MANAGER shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 per occurrence, \$2,000,000 aggregate to protect PROGRAM MANAGER from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by PROGRAM MANAGER or by anyone directly employed by or contracting with PROGRAM MANAGER. The policy shall include a standard form of cross liability clause and cover all liability arising out of completed operations; personal injury; Broad Form Property Damage including all explosion, collapse and underground hazards; independent professionals; and contractual liability, including but not limited to, liability assumed by the PROGRAM MANAGER under this Contract. Coverage shall not contain any endorsements excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Health Care District of Palm Beach County, an independent special district, its Board, Officers, Employees and Agents" as an Additional Insured. A copy of the endorsement shall be provided to DISTRICT upon request.

- 8.13.3 Reserved
- 8.13.4 Workers' Compensation Insurance & Employer's Liability. PROGRAM MANAGER shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440, Florida Statutes.
- 8.13.5 Professional Liability. PROGRAM MANAGER shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, DISTRICT reserves the right, but not the obligation, to review and request a copy of PROGRAM MANAGER's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, PROGRAM MANAGER warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, PROGRAM MANAGER shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. **The requirement to purchase a SERP shall not relieve the PROGRAM MANAGER 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.
- 8.13.6 Reserved
- 8.13.7 Waiver of Subrogation. Except where prohibited by law, PROGRAM MANAGER hereby waives any and all rights of Subrogation against the DISTRICT, 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 PROGRAM MANAGER 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 PROGRAM MANAGER enter into such an agreement on a pre-loss basis.
- 8.13.8 Comprehensive Automobile Liability. PROGRAM MANAGER shall provide for all of PROGRAM MANAGER's owned, non-owned and hired vehicles, protecting the PROGRAM MANAGER against damages arising from bodily injury (including death) and from claims for property damage arising out of the use or the operations of the PROGRAM MANAGER, its sub-contractors or agents under this Contract.

This insurance shall be for an amount acceptable to the DISTRICT and shall in any event not be less than \$1,000,000.00 inclusive of any one accident.

8.13.9 Policy Requirements. The insurance policies must provide coverage for the PROGRAM MANAGER's services in connection with this Project, which is a healthcare facility. The insurance policies must not exclude hospitals, nursing homes, rehabilitation centers, or other healthcare facilities (regardless of size and height).

8.13.10 Certificate(s) of Insurance. On execution of this Contract, renewal of the Contract, within forty-eight (48) hours of a request by DISTRICT, or upon expiration of any of the required coverages throughout the term of the Contract, PROGRAM MANAGER shall deliver to the DISTRICT or to DISTRICT's designated representative a signed a Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect.

Certificates for the DISTRICT shall be addressed to:

Health Care District of Palm Beach County
c/o General Counsel
1515 N. Flagler Dr., Ste. 101
West Palm Beach, FL 33401

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

8.14 OWNERSHIP OF DOCUMENTS.

The PROGRAM MANAGER shall deliver to the DISTRICT's Representative, for acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the DISTRICT under this Contract.

All information and data obtained, developed, or supplied by the DISTRICT or at its expense will be kept confidential by the PROGRAM MANAGER and will not be disclosed to any other party, directly or indirectly, without the DISTRICT's prior written consent unless required by a lawful order.

All drawings, maps, sketches, programs, data base, reports and other data developed, utilized, or purchased under this Contract for a DISTRICT project or at the DISTRICT's expense shall be and remain the DISTRICT's property and may be reproduced and reused at the discretion of the DISTRICT. However, PROGRAM MANAGER will incur and assume no liabilities for reuse unless PROGRAM MANAGER agrees with said reuse and is compensated for any revisions

necessary to update plans for Code compliance, site adaptations, or DISTRICT requested changes.

If DISTRICT requests in writing, the PROGRAM MANAGER shall return to DISTRICT any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately.

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

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

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

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

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

- Plans, blueprints, drawings and diagrams which depict the internal layout and structural elements of a building or other structure, owned or operated by the DISTRICT;
- Security or fire safety system plans records, information, photographs, audio and visual representations, schematic diagrams, surveys, recommendations or consultations relating directly to the physical security or fire safety of the facility or revealing security or fire safety systems;
- Threat assessments;
- Emergency evacuation plans;
- Sheltering arrangements; and/or
- Manuals for security or fire safety personnel, emergency equipment or security or fire safety training.

The PROGRAM MANAGER has an obligation to maintain the confidential status of Confidential Information. The PROGRAM MANAGER shall hold and maintain the Confidential Information

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

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

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

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

8.15.6 Notification of Improper Disclosure. DISTRICT must be notified immediately if the Confidential Information is lost or stolen or of any improper disclosure or unauthorized use of the Confidential Information. The PROGRAM MANAGER shall make a report to the DISTRICT not more than seven (7) business days after the PROGRAM MANAGER learns of such an improper disclosure or unauthorized use of the Confidential Information. The PROGRAM MANAGER's report shall identify, to the extent known, the nature of the improper disclosure or unauthorized

use, the Confidential Information disclosed or used, who made the disclosure of or used the information, what the PROGRAM MANAGER has done or shall do to mitigate any harmful effects of the improper disclosure or unauthorized use, and what corrective action the PROGRAM MANAGER has taken or shall take to prevent future similar unauthorized use or improper disclosure. The PROGRAM MANAGER shall provide any other such information about the unauthorized use or improper disclosure as reasonably requested by the DISTRICT. The PROGRAM MANAGER shall take all steps the DISTRICT deems advisable to mitigate, resolve and/or prevent the unauthorized use or improper disclosure of the Confidential Information.

8.15.7 Survival. The nondisclosure provisions of this Section shall survive the termination or expiration of this Contract. The PROGRAM MANAGER's duty to hold Confidential Information in confidence shall remain in effect until DISTRICT sends the PROGRAM MANAGER written notice releasing the PROGRAM MANAGER from the provisions of this Section.

8.15.8 Enforcement. The PROGRAM MANAGER understands that non-compliance with the terms of this Section may result in debarment as well as subject itself to any other remedies available to the DISTRICT at law or in equity.

IF THE PROGRAM MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROGRAM MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: 1515 N. FLAGLER DR, SUITE 101 WEST PALM BEACH, FL 33401 OR BY EMAIL AT RECORDSCUSTODIAN@HCDPBC.ORG OR BY TELEPHONE AT 561-642-1022.

8.16 LAW AND VENUE; REMEDIES.

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

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

DISTRICT and PROGRAM MANAGER agree that the notice and cure provisions of Florida Statute Chapter 558 shall not apply to this Contract.

8.17 INDEMNIFICATION.

The PROGRAM MANAGER shall indemnify and hold harmless and defend the DISTRICT, its agents, its officers and employees, from and against any and all claims, liabilities, damages, losses, and costs including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the PROGRAM MANAGER, and other persons employed or utilized by the PROGRAM MANAGER, in the performance of this Contract. Nothing contained in this provision or in the Contract with PROGRAM MANAGER shall be construed or interpreted as consent by DISTRICT to be sued, nor as a waiver of sovereign immunity beyond the limited waiver provided in Section 768.28, Florida Statutes, as amended from time to time. The foregoing indemnification provision shall be the only indemnification provision in this Contract or any other agreement with PROGRAM MANAGER.

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

This section shall survive termination or expiration of this Contract.

8.18 CONFLICT OF INTEREST.

The PROGRAM MANAGER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III of Florida Statutes. The PROGRAM MANAGER further represents that no person having any such conflict of interest shall be employed for said performance of services. PROGRAM MANAGER shall provide DISTRICT with an executed Conflict of Interest Disclosure Form, attached as **Exhibit D** and incorporated herein.

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

8.19 EXCUSABLE DELAYS.

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

Upon the PROGRAM MANAGER's request, the DISTRICT shall consider the facts and extent of any failure to perform the work and, if in the opinion of the DISTRICT the PROGRAM MANAGER's failure to perform was without it or its subcontractors fault or negligence, the Contract shall be revised accordingly; subject to the DISTRICT's rights to change, terminate, or stop any or all of the work at any time.

8.20 ARREARS.

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

8.21 NOTICES.

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

Director, Construction Services Division
Support Services Department
Health Care District of Palm Beach County
1515 N. Flagler Dr.
West Palm Beach, FL 33401

with copy to:

Director, Support Services Department
Health Care District of Palm Beach County
1515 N. Flagler Dr.
West Palm Beach, FL 33401

AND

Office of General Counsel
Health Care District of Palm Beach County
1515 N. Flagler Dr.
West Palm Beach, FL 33401

and if sent to the PROGRAM MANAGER shall be mailed to:

8.22 SEVERABILITY.

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

8.23 ENTIRETY OF CONTRACTUAL AGREEMENT.

8.23.1 Entire Agreement. The DISTRICT and the PROGRAM MANAGER agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

- Exhibit A** - Scope of Work
- Exhibit B** - Labor Rates
- Exhibit C** - Insurance Certificates
- Exhibit D** - Conflict of Interest Disclosure Form
- Exhibit E** - Coercion of Labor Attestation

8.24 SUCCESSORS AND ASSIGNS.

The DISTRICT and the PROGRAM MANAGER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the DISTRICT nor the PROGRAM MANAGER shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the DISTRICT which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the DISTRICT and the PROGRAM MANAGER.

8.25 PUBLIC ENTITY CRIMES.

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the PROGRAM MANAGER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

8.26 RESERVED.

8.27 SCRUTINIZED COMPANIES.

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

8.27.2 **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the PROGRAM MANAGER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

8.28 COMPLIANCE WITH LAWS AND REGULATIONS.

The PROGRAM MANAGER shall comply with all laws, policies and procedures, resolutions, ordinances and regulations in effect at the time of performance of services under this Contract and applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. PROGRAM MANAGER is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered under this Contract.

8.29 NO THIRD PARTY BENEFICIARY.

Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including any employees of the DISTRICT and the PROGRAM MANAGER.

8.30 ACCESS AND AUDITS.

The PROGRAM MANAGER shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Contract for at least five (5) years after completion or termination of this Contract. Upon ten (10) business days' prior written notice to PROGRAM MANAGER, the DISTRICT shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the PROGRAM MANAGER's place of business.

8.31 RESERVED.

8.32 E-VERIFY - EMPLOYMENT ELIGIBILITY.

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

8.32.2 PROGRAM MANAGER 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. PROGRAM MANAGER 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.

8.32.3 DISTRICT shall terminate this Contract if it has a good faith belief that PROGRAM MANAGER has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

8.32.3.1 If DISTRICT has a good faith belief that PROGRAM MANAGER's subconsultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, DISTRICT shall notify PROGRAM MANAGER to terminate its contract with the subconsultant and PROGRAM MANAGER shall immediately terminate its contract with the subconsultant.

8.32.4 If DISTRICT terminates this Contract pursuant to the above, PROGRAM MANAGER shall be barred from being awarded a future contract by DISTRICT for a period of one (1) year

from the date on which this Contract was terminated. In the event of such contract termination, PROGRAM MANAGER shall also be liable for any additional costs incurred by DISTRICT as a result of the termination.

8.33 EFFECTIVE DATE.

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

8.34 COERCION OF LABOR.

PROGRAM MANAGER attests and warrants that PROGRAM MANAGER does not use coercion of labor or services as defined in section 787.06, Florida Statutes (2024). PROGRAM MANAGER or representative of PROGRAM MANAGER must sign and date the Affidavit attached as **Exhibit E** which is incorporated herein by reference.

8.35 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 thereof, the PROGRAM MANAGER 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 .

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IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their respective authorized representatives on the date(s) set forth below.

[PROGRAM MANAGER NAME]

By: _____

Print Name: _____

Position: _____

Date: _____

HEALTH CARE DISTRICT OF PALM BEACH COUNTY

By: _____

Darcy J. Davis
Chief Executive Officer

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____

Bernabe A. Icaza, Esq.
General Counsel