



Board of County Commissioners

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Request for Submittal

RFS NO. TENNIS2025-1

Palm Beach County Board of County Commissioners
and
Parks & Recreation Department
are seeking

Submittals for:

Instructional Tennis Services at Caloosa Park, John Prince Park, and Lake Lytal Park

Date issued/available for distribution: **6/27/25**

Respondents shall submit one (1) unbound original and one (1) copy of the complete submittal which must be received in the Offices of the Parks & Recreation Department no later than **7/25/25 local time. Proposals received after this time will not be considered.**

**ENVELOPE MUST BE IDENTIFIED WITH THE
OPENING DATE
AND
THE SUBMITTAL NUMBER.**

IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE
REQUESTED IN AN ALTERNATE FORMAT

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SECTION 1: GENERAL INFORMATION

A. **ISSUING OFFICE:**

This Request for Submittal (RFS) is issued for the County of Palm Beach, hereinafter referred to as County, by the Parks and Recreation Department (“Department”). The Department is the SOLE point of contact concerning this RFS. All communications regarding this RFS must be done through the Department. Discussions with anyone outside of the Parks and Recreation Department during this process are not permitted.

B. **PURPOSE OF THE PROJECT:**

The COUNTY is soliciting submittals from qualified respondents that are experienced and have the capability to operate, promote, and manage instructional tennis services for people of all ages and abilities at Caloosa Park, John Prince Park and Lake Lytal Park tennis courts and provision(s) of any/all required equipment to facilitate this Contract.

C. **SITE INSPECTION:**

All interested parties are encouraged to visit the site. Any suggested modifications should be included in the submittal.

Directions: The address for each site can be found in the aerials in Exhibit “B”

D. **PERIOD OF CONTRACT:**

The proposed period of performance of this Contract is October 1, 2025 – September 30, 2026. The selected respondent (s) will provide services ending September 30, 2026 with four (4) one (1) year renewal options offered by the County, at the County’s sole discretion.

E. **QUALIFICATION OF RESPONDENTS:**

All respondents to this RFS shall have demonstrated experience in supplying such services and shall meet all criteria/requirements identified in this RFS.

F. **TIMETABLE:**

The anticipated schedule and deadline for the RFS and Contract approval are as follows:

<u>Activity</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
RFS available for distribution	6/27/25	8:30am	Parks & Recreation Dept. 2700 6 th Ave. S. Lake Worth, FL. 33461
Site Inspection (per proposal’s schedule)	Non Mandatory	5:00pm	Caloosa Park 1300 SW 35 th Ave Boynton Beach, FL 33426 John Prince Park 2520 Lake Worth Rd.

Lake Worth, FL 33461

Lake Lytal Park
3645 Gun Club Rd.
West Palm Beach, FL
33406

Deadline for receipt of questions or comments 7/25/25 5:00pm

Parks & Recreation Dept.
2700 6th Ave. S.
Lake Worth, FL. 33461

Deadline for receipt of submittals 8/8/25

Parks & Recreation Dept.
2700 6th Ave. S.
Lake Worth, FL. 33461

Evaluation/Selection Process 8/11/25

Parks & Recreation Dept.
2700 6th Ave. S.
Lake Worth, FL. 33461

Award Date 8/18/25

Contract Start Date 10/1/25

NOTE: County reserves the right to alter the above activities and/or times at the County's sole discretion.

G. ENTERING SUBMITTALS:

All submittals must be sent on 8 ½ x 11 inch paper.

One (1) unbound original and one (1) copy of the complete submittal must be received in the Department at the time specified below. The original and all copies must be submitted in a sealed envelope or container. The respondent's complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFS. The outer envelope or wrapper should be addressed as follows:

Respondent Name
Address
Phone No.

Palm Beach County
Board of County Commissioners
Parks & Recreation Department
Attn: Oshane Lawrence
2700 6th Avenue South

Lake Worth, FL 33461
RFS NO: TENNIS2025-1

Title: Instructional Tennis Services
Due Date: 8/8/25

Hand-carried submittals may be delivered to the above address ONLY between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the County.

Respondents are responsible for informing any commercial delivery services, if used, of all delivery requirements and for insuring that the required address information appears on the outer wrapper or envelope used by such service.

The Submittal Certification Page (Appendix “A”) and the Financial & Proposal Certification Page (Appendix “B”) must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the respondent, and respondents must affix their company’s corporate seal to the document. In the absence of a corporate seal, submittals must be notarized by a Notary Public.

The submission of a submittal by a respondent will be considered by the County as constituting a legal offer by the respondent to perform the required services at the revenue offer submitted to the County identified therein.

H. CONTACT PERSON:

The contact person for this RFS is Oshane Lawrence, Recreation Specialist III, at (561) 966-6645, e-mail address OLawrence@pbcgov.org. Explanation(s) desired by respondents regarding the meaning or interpretation of this RFS must be requested from the contact person, in writing, by 7/25/25 by close of business day, 5:00 p.m. EST.

Respondents are advised that from the date of release of this RFS until award of the Contract, NO contact with County staff and/or personnel concerning this RFS is permitted, except as authorized by the contact person designated herein.

I. CONE OF SILENCE:

Respondents are advised that the Palm Beach County Lobbyist Registration Ordinance prohibits a respondent or anyone representing the respondent from communicating with any County Commissioner, County Commissioner’s staff, or any County Employee authorized to act on behalf of the Board of County Commissioners to award this Contract regarding its proposal, i.e., a “Cone of Silence”.

The “Cone of Silence” is in effect from the date/time of the deadline for submission of the response, and terminates at the time the Board of County Commissioners or a County Department authorized to act on their behalf, awards or approves a contract, rejects all responses, or otherwise takes action which ends the solicitation process.

The exceptions to the “Cone of Silence” specifically include contract negotiations during any public meeting, contract negotiations between any County employee and the intended awardee, public presentations made to the Board or any written correspondence at any time with any employee, County Commissioner, or Advisory Board Member or Selection Committee Member, unless specifically prohibited by the applicable competitive solicitation process.

Violations of the “Cone of Silence” are punishable by a fine of \$250.00 per violation.

J. ADDITIONAL INFORMATION/AMENDMENT(S):

Request for additional information or clarifications must be made, in writing, no later than the date specified in Section H above. The request must contain the respondent’s name, address, phone number, facsimile number and e-mail address.

Facsimiles must have a cover sheet which includes, at a minimum, the respondent’s name, address, number of pages transmitted, phone number, facsimile number and e-mail address and RFS #. Changes to this RFS, when deemed necessary by the County, will be completed only by written amendment(s) issued prior to the Deadline for receipt of submittals. Respondents should not rely on any representations, statements or explanations other than those made in the RFS or in any amendment to this RFS. Where there appears to be a conflict between the RFS and any amendment issued, the last amendment issued shall prevail.

It is the respondent’s responsibility to assure receipt of all amendments. The respondent should verify with the designated contact person (see Section 1, Item H) prior to entering a submittal that all amendments have been received. Respondents are required to acknowledge the receipt of all amendments as part of their submittal.

SECTION 2: GENERAL TERMS AND CONDITIONS

A. SUBMITTAL GUARANTEE:

Respondent guarantees their commitment, compliance, and adherence to all requirements of this RFS by submission of their submittal.

B. MODIFIED SUBMITTALS:

A respondent may submit a modified submittal to replace all or any portion of a previously submitted submittal until the Deadline for receipt of submittals. The County will only consider the latest version of the submittal.

C. WITHDRAWAL OF SUBMITTALS:

A submittal may be withdrawn only by written notification. Letters of withdrawal received after the Deadline for receipt of submittals will not be accepted unless the contract has been awarded to another vendor or no award has been made within ninety (90) days after the Deadline for receipt of submittals.

Unless withdrawn as provided in this subsection, a submittal shall be irrevocable until the time that a contract is awarded.

D. LATE SUBMITTALS, LATE MODIFIED SUBMITTALS:

Submittals and/or modifications to submittals received after the Deadline for receipt of submittals specified in the RFS Timetable (Section 1, Item F) are late and shall not be considered.

E. RFS POSTPONEMENT/CANCELLATION:

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all, submittals; waive any minor irregularities in this RFS or in the submittals received as a result of this RFS; postpone or cancel, at any time, this RFS process; or re-issue this RFS.

F. COSTS INCURRED BY RESPONDENTS:

All expenses involved with the preparation and submission of submittals to the County, or any work performed in connection therewith, shall be borne by the responding party. No payment will be made for responses received, or for any other effort required of or made by the respondents, prior to commencement of work as defined by a contract approved by the Board of County Commissioners.

G. PROPRIETARY/CONFIDENTIAL INFORMATION:

Respondents are hereby notified that all information submitted as part of, or in support of, submittals will be available for public inspection after opening of submittals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the “Public Records Act” and the “Government in the Sunshine Law” respectively.

H. NEGOTIATIONS:

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each submittal should contain the respondent’s best revenue offer and technical offer.

I. SMALL BUSINESS ENTERPRISE:

It is the policy of the Board of County Commissioners of Palm Beach County that Small Business Enterprises (SBE) shall have the maximum practical opportunity to participate in the competitive process of supplying goods and services to the County. To that end, the Board of County Commissioners established Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34, which sets forth the County’s requirements for the SBE program, and are incorporated in this solicitation. Respondents are encouraged and urged to make every effort to actively seek SBE participation and include that participation as part of their submittal.

J. RULES; REGULATIONS; LICENSING REQUIREMENTS:

The respondent shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Respondents are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may, in any way, affect the services offered, to include Executive Order No. 11246 entitled “Equal Employment Opportunity” and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

K. CRIMINAL HISTORY RECORDS CHECK ORDINANCE:

If Respondent's employees or subcontractors are required under the contract to enter a "critical facility," as identified in Resolution R-2003-1274, the Respondent shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The Respondent acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although County agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the Respondent shall be solely responsible for the financial, schedule and staffing implications associated in complying with this section of the Palm Beach County Code.

L. REVIEW OF SUBMITTALS:

Each submittal will be reviewed to determine if the submittal is responsive to this RFS. Submittals deemed to be non-responsive will be rejected without being evaluated by the County. A responsive submittal is one which has been signed, has been submitted by the specified submission time, and has provided the information required to be submitted with the submittal (as stated in this RFS). While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a submittal without evaluation, such substandard submissions may adversely impact the evaluation of your submittal, especially information relating to establishing financial/business stability. Respondents, who fail to comply with all of the required and/or desired elements of this RFS, do so at their own risk.

M. EXCEPTIONS TO THE RFS:

All exceptions taken must be specific, and the respondent must indicate clearly what alternative is being offered to allow the County a meaningful opportunity to evaluate the submittal. Respondents are cautioned that submitting an alternative submittal does not relieve the respondent from submitting the "Minimum Requirements" as stated in this RFS. The County is under NO obligation to accept any proposed exceptions or alternatives.

N. SELECTION PROCESS:

All submittals timely received will be reviewed first by the Department to determine if each respondent has submitted the required information and met all Submittal Requirements (as stated in this RFS). Those submittals fulfilling the Submittal Requirements and deemed responsive shall be referred to the evaluation committee for review and further consideration.

The Department will evaluate all responses to this RFS that meet the Proposal Requirements and are deemed responsive. The Department may evaluate all responsive submittals based solely on the information submitted with the submittal. Accordingly respondents are urged to ensure that their submittal contains all the necessary information for the Department to fairly and accurately evaluate each of the criteria listed below in Section O. However, the Department reserves the right to determine that an interview, additional written information, internal staff analysis, respondent presentations, outside contractors, and/or any other information may be required by the Department, at any time during the selection process, to help the Department determine the successful respondent.

O. EVALUATION CRITERIA:

1. Experience/Qualifications/Background/Reference Information

(See Section 3)

2. **Project Approach/Understanding Information**
(See Section 3)
3. **Operational Plan** (See Section 3)
4. **Financial Plan** (See Section 3)
5. **Business Information** (See Section 3)
6. **Drug-Free Workplace** (See Section 3)
7. **Lawsuits** (See Section 3)

P. AWARD OF CONTRACT:

The award, if any, will be made to the respondent whose submittal is considered to be the most advantageous to the County based on the County's opinion after review of every responsive submittal.

Q. STANDARD CONTRACT PROVISIONS (ATTACHMENT 1):

The selected respondent will be required to execute a County standard contract. Standard County contract provisions (general and specific) will be incorporated into any contract resulting from this RFS. Should any selected respondent and the County be unable to consummate a written contract, the County may proceed to the next most advantageous submittal or the County may issue a new solicitation or cancel the procurement process in its entirety. If Respondent takes exception to any provisions in the standard contract, such exceptions shall be provided with Respondent's submittal. The County has no obligation to accept any exceptions made by Respondent.

R. COMMENCEMENT OF WORK:

This RFS does not, by itself, obligate the County. The County's obligation will commence when the Contract is approved by the Board of County Commissioners or their designee and upon written notice to the respondent. The County may set a different starting date for the Contract. The County will not be responsible for any work done by the respondent, even work done in good faith, if it occurs prior to the Contract start date set by the County.

S. INSURANCE REQUIREMENTS:

It shall be the responsibility of the successful respondent to provide evidence of the minimum amounts of insurance coverage specified in Article 13 of the contract, to the Palm Beach County Parks & Recreation Department, 2700 Sixth Ave. South, Lake Worth, FL 33461, and Attention: Oshane Lawrence, Recreation Specialist III.

1. The successful respondent shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverage and limits (including endorsements) as described herein (see Attachment 1, Article 10). Failure to

maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as County's review or acceptance of insurance maintained by the successful respondent, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful respondent under the Contract.

2. Commercial General Liability: CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by COUNTY's Risk Management Department. CONTRACTOR shall provide this coverage on a primary basis.
3. Workers' Compensation Insurance & Employer's Liability: CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
4. Additional Insured Clause: CONTRACTOR shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a political Subdivision of the State of Florida, its Officers, Employees and Agents".
5. Waiver of Subrogation: CONTRACTOR hereby waives any and all rights to Subrogation against the COUNTY, its officers, employees and agents for each required policy. 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 the CONTRACTOR shall agree to 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, which a condition to the policy specifically prohibits such an endorsement, or voids coverage shall CONTRACTOR enter into such an agreement on a pre-loss basis.
6. Certificate(s) of Insurance: Immediately following notification of the award of this Contract, CONTRACTOR shall deliver to the COUNTY Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.
7. Umbrella or Excess Liability: if necessary, CONTRACTOR may satisfy the minimum limits required above for either Commercial General Liability. Business Auto Liability and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the

Umbrella or Excess Liability provides coverage on a “Follow-form” basis.

8. Right to Review: COUNTY, by and through its Risk Management 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 reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

T. DRUG FREE WORKPLACE CERTIFICATION (APPENDIX “D”)

Respondents shall submit with their submittal an executed Drug Free Workplace Certification indicating that respondent has implemented a Drug Free Workplace Program which meets the requirements of Section 287.087, Florida Statutes.

U. CORPORATION STATEMENT (APPENDIX “C”)

Respondents shall submit with their submittal an executed Corporation Statement.

V. PARTNERSHIP STATEMENT (APPENDIX “C”)

Respondents shall submit with their submittal an executed Partnership Statement.

W. JOINT VENTURE STATEMENT (APPENDIX “C”)

Respondents shall submit with their submittal an executed Joint Venture Statement.

SECTION 3 SUBMITTAL REQUIREMENTS

Submittals shall contain a Table of Contents. The Table of Contents should outline in sequential order all of the areas of the submittal. If no Table of Contents is provided, the submittal will still be considered responsive.

Submittals **must** contain **all** of the documents listed below, each fully completed, signed, and notarized as required. **Submittals which do not comply and/or does not include the following items shall be deemed non-responsive and will not be considered for contract award.**

3.1. Submittal Certification Page (Appendix “A”)

The respondent shall submit the attached Submittal Certification Page, signed and notarized.

3.2. Qualification and Experience Information

Respondent shall provide evidence of their experience and background in the management of instructional tennis services. Provide the following:

3.2.1. Owner(s):

Detailed statement of education, training, and experience with multi-faceted instructional tennis programs and services for any individuals, organizations, or firms.

- Copies of certification(s)

3.2.2. Key Personnel/Staff:

Provide complete resume statement(s)/background, with appropriate licensing requirements and level of certification(s), of any personnel that shall be performing services under this Contract, i.e. classification(s), responsibilities, etc.

3.2.3. Professional Memberships:

List of membership to professional organizations for agency and key personnel/staff and scope of involvement.

3.2.4. References:

Submit three (3) references, endorsements, for services from previous tennis programs and/or venues wherein you have implemented, managed, operated tennis instruction. Provide names, addresses, telephone numbers, fax numbers, dates of operation, and contact person.

3.3. Project Approach/Implementation/Improvements/Equipment/Merchandise

The respondent shall submit a detailed outline of the approach that will be taken to implement/carry forth the services as required under this RFS, demonstrating respondent's understanding of the County's requirements.

3.4. Financial & Proposal Certification (Appendix "B")

The respondent shall complete, sign, and notarize Appendix "B", Financial & Proposal Certification Page and return with their submittal.

3.5. Business Information (Appendix "C")

The respondent shall complete Appendix "C", referencing type of business (i.e., Corporation, Partnership (General/Limited), Joint Venture, or Sole Proprietorship) and return with their submittal.

3.6. Drug-Free Workplace (Appendix "D")

The respondent shall complete Appendix "D", Drug-Free Workplace, and return with their submittal.

3.7. Lawsuits

The respondent shall submit a list of lawsuits (if any) against the company for the past ten (10) years, summarizing the allegations and providing the results of any suit not currently active. A statement certifying there have been no lawsuits shall be submitted, if that is the case.

SECTION 4 SCOPE OF WORK/SERVICES

Respondent shall at all times during the term of the Agreement, at its own cost and expense operate, promote, and manage instructional tennis services for people of all ages and abilities at Caloosa Park, John Prince Park, and/or Lake Lytal Park. Respondent has the responsibility of performing the services set forth herein in a competent, professional, and safe manner with full regard for the safety of the participants and the facility.

The Department reserves the right to determine location, days, and times of facility use due to weather, facility conditions, or availability.

Respondent shall provide instructional tennis services based on the following (but not necessarily limited to) variables/requirements:

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

A. Facility Use

1. Contractor shall keep a minimum of one half (1/2) of the total number of courts at the facility open for public play at all times. Permit will specify which courts contractor shall utilize for programming:
 - i. A maximum of 50% of tennis courts at each location
 1. Up to two (2) of the four (4) tennis courts at Caloosa Park (including court lights)
 2. Up to three (3) of the six (6) tennis courts at John Prince Park (including court lights)
 3. Up to two (2) of the four (4) tennis courts at Lake Lytal Park (including court lights)
2. Contractor shall be authorized to utilize approved tennis courts seven (7) days per week between the hours of 8:00am – 10:00pm for tennis operations only. A monthly schedule shall be provided to the Department Liaison by the 15th day of each month for the following month.
3. Contractor will be provided a User Account for the Automated Facility Lighting System (Musco Control-Link) to access court lights during use.
4. Contractor shall be responsible for opening/closing courts, including but not limited to pre/post safety checks, court preparation, and securing tennis court gates following daily use.
5. Contractor shall not make any alteration, changes, additions, or improvements to the facility or tennis courts without the express written consent of the Department prior.
 - i. In addition, County may, from time to time, make certain improvements which it deems to be advantageous or necessary for the protection of public property, or for the safety of tennis participants or spectators.

B. Personnel/Staffing

1. Provide professional staff to facilitate the needs of this Agreement. This includes recruitment, training, supervision, evaluation, corrective action, and discipline for all personnel and volunteers.

2. Contractor and their staff shall display effective and respectful behavior in all public contacts while performing services.
3. Contractor shall be responsible for ensuring compliance with Florida Statute 943.0438 as it relates to background screening and concussion/head injury requirements. Contractor shall submit to the Department annually a signed and notarized Background Screening & Concussion Affidavit, listing all staff, coaches, and volunteers that have successfully passed a Level II fingerprint background screen and have been trained in concussion/head injury protocol.

C. Court Preparation/Management:

1. Contractor shall provide and be responsible for all daily court preparation/management, including but not limited to:
 - i. Pre/post safety checks. If at any time a safety concern exists, contractor will either modify the court area to exclude the safety concern area and ensure it's blocked off so participants do not enter the unsafe area, or contractor will cancel activities until the safety concern is repaired. In either case, contractor must notify Department immediately regarding any safety concerns observed.
 - ii. Courts shall be kept in broom clean reasonable condition.
 - iii. Ensure the netting and wind barriers are kept in place and in good condition.
 - iv. Any problems associated with the court surface, structures and fittings shall be reported promptly to the Department.
2. Contractor will be required to make judgments regarding safe weather and court surfaces, and will be expected to cancel or postpone lessons when conditions are unsafe.
3. Contractor shall only use approved equipment to maintain the courts in safe playing condition.
4. Contractor shall cooperate with the Department during activities and events conducted in the park which may impact areas such as tennis operations, parking availability, and joint use of the park facilities. The Department will coordinate the logistics of such events or activities with contractor, in advance of such events or activities.

D. Program Fees and Charges

1. Any and all program rates and subsequent changes must be approved in writing in advance by the Director of Recreation Services.

COMPENSATION

- A. Contractor shall pay County a minimum of forty (\$40.00) dollars per court, per month. Fee is due to Department a minimum of two (2) weeks prior to the start of each month.

AGREEMENT RENEWAL

- A. The term of the Agreement is for one (1) year, with a maximum of four (4) one (1) year renewal options at the Department's sole discretion. Contractor shall request renewal option under the same terms and conditions by written notice to the Department no later than one hundred and twenty (120) days prior to the expiration of the initial Term of this Agreement.

(Remainder of Page Intentionally Left Blank)

SECTION 5
ATTACHMENTS

**ATTACHMENT 1
SAMPLE STANDARD DRAFT CONTRACT**

CONTRACT FOR PROFESSIONAL SERVICES

This Professional Services Contract, hereinafter referred to as the "Contract" is made as of the ___ day of _____, 20__ by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and (LEGAL NAME OF ENTITY), a (TYPE OF ENTITY) authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is _____.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide professional/consultation services in the area of _____, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Oshane Lawrence, telephone no. 561 966-6645.

The CONTRACTOR'S representative/liaison during the performance of this Contract shall be _____, telephone no. _____.

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall commence services on _____ and complete all services by _____.

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

ARTICLE 3 - PAYMENTS TO COUNTY

The CONTRACTOR shall pay to the COUNTY a minimum of forty (\$40) dollars per court, per month for 50% of the total number of tennis courts for the term of the contract and any renewals, plus applicable State Sales Tax. Payment plus applicable State Sales Tax shall be made a minimum of two (2) weeks prior to the start of each month. Payments not received by the seventeenth (17th) day of each month shall be considered past due and subject to a (20%) late fee per month until paid. Failure to pay fees to the COUNTY as stated may result in breach of contract.

The COUNTY may authorize the closing of the park and tennis courts for the safety of the users. In these instances, the tennis courts shall remain closed until the COUNTY authorizes its reopening. CONTRACTOR's sole compensation for said closing shall be in the proration of rent or payment to the COUNTY for all days the tennis court is closed for seven (7) days at COUNTY's discretion and where the closure is not due to acts of omissions of the CONTRACTOR. Closures may be prorated in seven (7) day increments.

Should development work in the Park require the shutdown of CONTRACTOR's activities on the tennis courts, the COUNTY shall give thirty (30) days written notice to the CONTRACTOR. CONTRACTOR shall be relieved of the obligation to make payments to the COUNTY during the time the tennis court is closed.

Should the tennis court become unusable due to damage caused by fire, hurricane, storms, Acts of God, or any other reason, this Contract may be terminated by the COUNTY upon (30) days written notice to the CONTRACTOR. Should the COUNTY choose, in its sole discretion, to make any repairs or renovations to the tennis court because of the damage, it may close the tennis court during repairs or renovations. CONTRACTOR shall be relieved of the obligation to make payments to the COUNTY during the time the tennis court is closed.

ARTICLE 4 - RESERVED

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONTRACTOR upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the COUNTY, with cause upon a five (5) business day written notice to the CONTRACTOR or without cause upon a ten (10) business day written notice to the CONTRACTOR.

Unless the COUNTY is in breach of this Contract, the COUNTY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONTRACTOR shall:

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

ARTICLE 6 - PERSONNEL

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

All of the services required herein under shall be performed by the CONTRACTOR 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 CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

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

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

ARTICLE 7 - SUBCONTRACTING

Subcontracting is not allowed under this Contract.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

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

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

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

- A. **Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

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

- B. **Business Automobile Liability:** CONTRACTOR shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONTRACTOR doesn't own any automobiles,

the Business auto Liability requirement shall be amended allowing CONTRACTOR to agree to maintain only hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONTRACTOR shall provide this coverage on a primary basis.

- C. **Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- D. **Professional Liability:** CONTRACTOR 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, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- E. **Waiver of Subrogation:** Except where prohibited by law, CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR 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 CONTRACTOR enter into such an agreement on a pre-loss basis.
- F. **Certificates of Insurance:** On execution of this contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the CONTRACTOR shall deliver to the COUNTY or COUNTY's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

And may be addressed:

c/o Department

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

- G. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

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

ARTICLE 14 - CONFLICT OF INTEREST

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

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

ARTICLE 15 - EXCUSABLE DELAYS

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

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

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

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control.

The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

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

ARTICLE 19 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR 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 CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

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

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

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 21 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the CONTRACTOR warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONTRACTOR represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2025-0748, as may be amended. As part of such compliance, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONTRACTOR retaliate against any person for reporting instances of such discrimination. The CONTRACTOR shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The CONTRACTOR understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR shall include this language in its subcontracts.

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - PUBLIC ENTITY CRIMES

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

ARTICLE 25 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

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

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The CONTRACTOR, CONTRACTOR'S employees, subcontractors of CONTRACTOR and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549, as may be amended. The CONTRACTOR is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONTRACTOR acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONTRACTOR(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONTRACTOR shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the COUNTY within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONTRACTOR if the CONTRACTOR 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONTRACTOR employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 29 - REGULATIONS: LICENSING REQUIREMENTS

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

ARTICLE 30 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and CONTRACTORS 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 CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.
- B. **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 CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and

CONTRACTORS 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.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, 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.

ARTICLE 31 - PUBLIC RECORDS

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

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONTRACTOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONTRACTOR does not transfer the records to the public agency.
- D. Upon completion of the Contract the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically by the CONTRACTOR must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the CONTRACTOR to comply with the requirements of this article shall be a material breach

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

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

ARTICLE 32 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. CONTRACTOR shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY

CONTRACTOR 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 CONTRACTOR's subcontractors performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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

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

Article 34 - Human Trafficking Affidavit:

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

(Remainder of Page Intentionally Left Blank)

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

ATTEST:
**Clerk of the Circuit Court &
Comptroller**

Deputy Clerk

**PALM BEACH COUNTY, FLORIDA ON
BEHALF OF THE BOARD OF COUNTY
COMMISSIONERS:**

**BY MELODY THELWELL
DIRECTOR OF PURCHASING**

By: _____
Melody Thelwell, Purchasing Director

WITNESS

Signature Date

Print

CONTRACTOR - [\[Click or tap here to enter text.\]](#)

By: _____
Signature Date

Print

Title

**APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:**

County Attorney

Signature Date

**APPROVED AS TO
TERMS & CONDITIONS:**

Division Director

Signature Date

SCOPE OF WORK

Respondent shall at all times during the term of the Agreement, at its own cost and expense operate, promote, and manage instructional tennis services for people of all ages and abilities at Caloosa Park, John Prince Park, and/or Lake Lytal Park. Respondent has the responsibility of performing the services set forth herein in a competent, professional, and safe manner with full regard for the safety of the participants and the facility.

The Department reserves the right to determine location, days, and times of facility use due to weather, facility conditions, or availability.

Respondent shall provide instructional tennis services based on the following (but not necessarily limited to) variables/requirements:

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

E. Facility Use

1. Contractor shall keep a minimum of one half (1/2) of the total number of courts at the facility open for public play at all times. Permit will specify which courts contractor shall utilize for programming:
 - i. A maximum of 50% of tennis courts at each location
 1. Up to two (2) of the four (4) tennis courts at Caloosa Park (including court lights)
 2. Up to three (3) of the six (6) tennis courts at John Prince Park (including court lights)
 3. Up to two (2) of the four (4) tennis courts at Lake Lytal Park (including court lights)
2. Contractor shall be authorized to utilize approved tennis courts seven (7) days per week between the hours of 8:00am – 10:00pm for tennis operations only. A monthly schedule shall be provided to the Department Liaison by the 15th day of each month for the following month.
3. Contractor will be provided a User Account for the Automated Facility Lighting System (Musco Control-Link) to access court lights during use.
4. Contractor shall be responsible for opening/closing courts, including but not limited to pre/post safety checks, court preparation, and securing tennis court gates following daily use.
5. Contractor shall not make any alteration, changes, additions, or improvements to the facility or tennis courts without the express written consent of the Department prior.
 - i. In addition, County may, from time to time, make certain improvements which it deems to be advantageous or necessary for the protection of public property, or for the safety of tennis participants or spectators.

F. Personnel/Staffing

1. Provide professional staff to facilitate the needs of this Agreement. This includes recruitment, training, supervision, evaluation, corrective action, and discipline for all personnel and volunteers.

2. Contractor and their staff shall display effective and respectful behavior in all public contacts while performing services.
3. Contractor shall be responsible for ensuring compliance with Florida Statute 943.0438 as it relates to background screening and concussion/head injury requirements. Contractor shall submit to the Department annually a signed and notarized Background Screening & Concussion Affidavit, listing all staff, coaches, and volunteers that have successfully passed a Level II fingerprint background screen and have been trained in concussion/head injury protocol.

G. Court Preparation/Management:

1. Contractor shall provide and be responsible for all daily court preparation/management, including but not limited to:
 - i. Pre/post safety checks. If at any time a safety concern exists, contractor will either modify the court area to exclude the safety concern area and ensure it's blocked off so participants do not enter the unsafe area, or contractor will cancel activities until the safety concern is repaired. In either case, contractor must notify Department immediately regarding any safety concerns observed.
 - ii. Courts shall be kept in broom clean reasonable condition.
 - iii. Ensure the netting and wind barriers are kept in place and in good condition.
 - iv. Any problems associated with the court surface, structures and fittings shall be reported promptly to the Department.
2. Contractor will be required to make judgments regarding safe weather and court surfaces, and will be expected to cancel or postpone lessons when conditions are unsafe.
3. Contractor shall only use approved equipment to maintain the courts in safe playing condition.
4. Contractor shall cooperate with the Department during activities and events conducted in the park which may impact areas such as tennis operations, parking availability, and joint use of the park facilities. The Department will coordinate the logistics of such events or activities with contractor, in advance of such events or activities.

H. Program Fees and Charges

1. Any and all program rates and subsequent changes must be approved in writing in advance by the Director of Recreation Services.

COMPENSATION

- B. Contractor shall pay County a minimum of forty (\$40.00) dollars per court, per month. Fee is due to Department a minimum of two (2) weeks prior to the start of each month.

AGREEMENT RENEWAL

- B. The term of the Agreement is for one (1) year, with a maximum of four (4) one (1) year renewal options at the Department's sole discretion. Contractor shall request renewal option

EXHIBIT “B”

under the same terms and conditions by written notice to the Department no later than one hundred and twenty (120) days prior to the expiration of the initial Term of this Agreement.

EXHIBIT "B"

INSTRUCTIONAL TENNIS SERVICES AGREEMENT

Reserved Park/Facility Area Designation Form

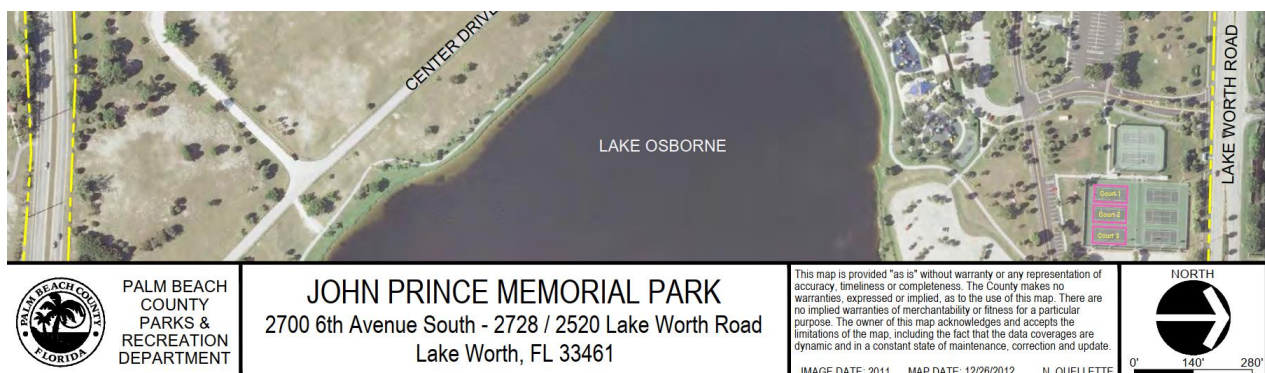
- ☐ **PARK AREA:** Caloosa Park
1300 SW 35th Avenue
Boynton Beach, FL 33426

Caloosa Park Tennis Courts 1 & 2



- ☐ **PARK AREA:** John Prince Park
2520 Lake Worth Road
Lake Worth, FL 33461

John Prince Park Tennis Courts 1, 2, 3



- ☐ **PARK AREA:** Lake Lytal Park
3645 Gun Club Road
West Palm Beach, FL 33406

Lake Lytal Park Tennis Courts 1 & 2



EXHIBIT “C”
INSTRUCTIONAL TENNIS SERVICES AGREEMENT
Contractor Financial Report

EXHIBIT "D"

(1 of 2)

INSTRUCTIONAL TENNIS SERVICES AGREEMENT**Insurance Requirements**

CONTRACTOR will maintain in full force and effect, on a primary basis and at its sole expense, at all times during the life of this Agreement, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of this Agreement. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Agreement. CONTRACTOR agrees to provide the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages.

County Representative to Initial as applicable:

- ☐ **No Insurance Required:** Based on scope of services, CONTRACTOR shall not be required to provide insurance.
- ☐ **Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- ☐ **Participant Liability:** CONTRACTOR shall maintain Participant Liability at a limit of liability not less than **\$25,000** Each Occurrence.
- ☐ **Auto Liability:** CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- ☐ **Professional Liability:** CONTRACTOR shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. 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. In the event the policy is canceled, not renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years.

EXHIBIT “D”

(2 of 2)

INSTRUCTIONAL TENNIS SERVICES AGREEMENT***Insurance Requirements***

- ☐ **Additional Insured Clause:** Except as to Business Auto, Workers’ Compensation and Employer’s Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by this Agreement has been endorsed to include COUNTY as Additional Insured. As such, said Certificate(s) shall specifically include: “Palm Beach County, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents.”
- ☐ **Waiver of Subrogation:** CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. 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 CONTRACTOR 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 which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- ☐ **Certificates of Insurance:** Prior to execution of the Agreement, the CONTRACTOR shall deliver to the COUNTY Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect. In addition, the CONTRACTOR shall provide this evidence to the COUNTY prior to the expiration date of any such insurance required herein. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation of coverage. Certificates of Insurance are to be sent to:
Palm Beach County Board of County Commissioners
C/O Parks and Recreation Department
Attn: Andy Hood
2700 Sixth Avenue South
Lake Worth, Florida 33461
- ☐ **Umbrella or Excess Liability:** If necessary, CONTRACTOR may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer’s Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest “Each Occurrence” limit for Commercial General Liability, Business Auto Liability, or Employer’s Liability. The COUNTY shall be specifically endorsed as an “Additional Insured” on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.
- ☐ **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

EXHIBIT “E”

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of _____
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

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

(signature of officer or representative) (printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization
this, _____ day of _____, by _____.

Personally known ☐ OR produced identification ☐.

Type of identification produced _____.

NOTARY PUBLIC

My Commission Expires:

State of Florida at large

(Notary Seal)

APPENDIX A
SUBMITTAL CERTIFICATION PAGE
RFS NO. TENNIS2025-1

The following certifies that this Request for Submittal is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a Request for Submittal for the same materials, services, and supplies and is in all respects fair and without collusion or fraud.

The respondent certifies by his/her signature below that this submittal is current, accurate, and complete and is presented to County for the performance of this contract in accordance with all the requirements as stated in this Request for Submittal.

NAME (PRINT) _____

TITLE: _____

COMPANY: _____

SIGNATURE:_____

Please affix corporate seal or have submittal notarized.

Notary-Full Name _____

(Notary Expiration & Seal)

Date:_____

OR:

(Corporation Seal)

**APPENDIX B
INSTRUCTIONAL TENNIS SERVICES SERVICES
FINANCIAL & PROPOSAL CERTIFICATION PAGE**

The COUNTY shall be paid by the CONTRACTOR a minimum Contract amount of forty dollars (\$40.00) per court, per month not to exceed one hundred thousand dollars (\$300,000) within five (5) years, made payable a minimum off two (2) weeks prior to each month. The figures below should reflect what the proposer estimates it will cost to provide this service over the full one (1) year term of the Contract to operate Instructional Tennis Services at specified location in accordance with the Requirements/Scope of Work/Services as set forth in this document and RFS, how much the proposer offers in payment to the COUNTY during the full one (1) year term of the Contract, and how much the proposer estimates they will make during the full one (1) year term of the Contract.

Initial term of Contract	Proposer's Total One (1) Year Income Expectations
October 1, 2025 through September 30, 2026	\$ _____

This figure is based upon the following proposed program financial information:

Proposed Annual Operating Expenses	Proposer's Estimate
COUNTY Expense	\$ _____
Insurance per the terms of the sample contract	\$ _____
Miscellaneous Expenses	\$ _____
Total	\$ _____

The Contractor certifies by signature below that this proposal is current, accurate, complete, and is presented as the total proposal for the performance of this Agreement in accordance with the Requirements/Scope of Work/Services and RFS as set forth in this document.

IMPORTANT: FAILURE TO SUBMIT THIS PAGE WILL BE CAUSE FOR "IMMEDIATE REJECTION OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT): _____ **TITLE:** _____

COMPANY: _____ **TELEPHONE NO.** _____

ADDRESS: _____ **FAX NUMBER:** _____

DATE: _____ **SIGNATURE:** _____

Witness Printed Name **Witness Signature** **Date**

APPENDIX C
BUSINESS INFORMATION
RFS NO. TENNIS2025-1
(1 of 4)

Full Legal Name of Entity: _____
 (Exactly as it is to appear on the Contract/Agreement)

Entity Address: _____

Telephone Number: (____) _____ Fax Number: (____) _____

Form of Entity (check one and complete the appropriate entity statement attached hereto)

- ☐ Corporation (Complete forms page(s) 44)
☐ Partnership (General, Complete forms page(s) 45)
☐ Partnership (Limited, Complete forms page(s) 45)
☐ Joint Venture (Complete forms page(s) 46)
☐ Sole Proprietorship

Federal I.D. Number:

- (1) If proponent is a subsidiary, state name of parent company.

Caution: All information provided herein must be as to proponent (subsidiary) and not as to parent company.

- (2) If a corporation is a partner of a submitting partnership or a member of a submitting joint venture, the corporation statement, attached hereto, must be completed in addition to the appropriate proponents business entity statement.

Is Entity registered to do business in the State of Florida? Yes ☐ No ☐

If **yes** to the above, as of what date?

If **no** to the above, state the name and mailing address of your registered Florida agent along with a copy of their certification from the State of Florida to do business in the State.

Agent Information: Name: _____ Phone: ()

Address: _____ Fax: ()

CORPORATION STATEMENT
(2 of 4)

If a Corporation, answer the following:

1. When incorporated?
2. Where incorporated?
3. The Corporation is held:
☐ Publicly ☐ Privately
4. Has the Corporation previously offered operating or managing a beach equipment rental business or concession (as stated in the RFS) in the state of Florida?
☐ yes ☐ no
If yes, indicate, Date:_____ Location:_____
5. Furnish the name, title and address of each director, officer, principal managers, and how long they have been employed.
6. Attach a copy of the Corporate Certificate from the Secretary of State.
7. Attach Credit references.

PARTNERSHIP STATEMENT
 (General or Limited)
(3 of 4)

If a General or Limited Partnership, answer the following:

1. Date of organization?
2. Place of organization?
3. Indicate: ☐ General Partnership or ☐ Limited Partnership
4. Is the Partnership agreement recorded? ☐ yes ☐ no

If yes, indicate _____
 Date Book Page Location

5. Has Partnership or any partner previously offered operating or managing a beach equipment rental business or concession (as stated in the RFS) in the state of Florida?
 ☐ yes ☐ no

If yes, indicate Date:_____ Location:

6. Furnish the name, title and address of each director, officer, principal manager(s), general or limited partner, and how long each has been employed.
7. Attach one copy of the Partnership Agreement.
8. Attach Credit references.

JOINT VENTURE STATEMENT
(4 of 4)

If a Joint Venture, answer the following:

1. Date of organization?
2. Place of organization?
3. Is the Joint Venture agreement recorded? ☐ yes ☐ no
 If yes, indicate _____
 Date Book Page Location _____
4. Has Joint Venture previously offered operating or managing a beach equipment rental business or concession (as stated in the RFS) in the state of Florida?
 ☐ yes ☐ no
 If yes, indicate Date: _____ Location: _____
5. Furnish the name, title and address of each director, officer, principal manager(s), general or limited partner of Joint Venture and how long they have been employed..
6. Attach one copy of the Joint Venture Agreement.
7. Attach Credit references.

APPENDIX D

**DRUG-FREE WORKPLACE CERTIFICATION
RFS NO. TENNIS2025-1**

IDENTICAL TIE SUBMITTALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their submittals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie submittals are received from vendors who have not submitted with their a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie submittals.

This Drug-Free Workplace Certification form must be executed and returned with the attached submittal, and received on or before time of submittal opening to be considered. The failure to execute and/or return this certification shall not cause any submittal to be deemed non-responsive.

Whenever two (2) or more submittals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by

the _____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Signature

Date