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Request for Submittal

RFS NO. SFTBALL2025-1

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

Submittals for:

Adult Slow Pitch Softball League Management at Okeehetee 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

Contents

SECTION 1..... 4
GENERAL INFORMATION 4
A. ISSUING OFFICE: 4
B. PURPOSE OF THE PROJECT: 4
C. SITE INSPECTION:..... 4
D. PERIOD OF CONTRACT: 4
E. QUALIFICATION OF RESPONDENTS: 4
F. TIMETABLE:..... 4
G. ENTERING SUBMITTALS: 5
H. CONTACT PERSON: 6
I. CONE OF SILENCE: 6
J. ADDITIONAL INFORMATION/AMENDMENT(S):..... 7
SECTION 2
GENERAL TERMS AND CONDITIONS 7
A. SUBMITTAL GUARANTEE: 7
B. MODIFIED SUBMITTALS:..... 7
C. WITHDRAWAL OF SUBMITTALS: 7
D. LATE SUBMITTALS, LATE MODIFIED SUBMITTALS: 7
E. RFS POSTPONEMENT/CANCELLATION:..... 7
F. COSTS INCURRED BY RESPONDENTS:..... 8
G. PROPRIETARY/CONFIDENTIAL INFORMATION:..... 8
H. NEGOTIATIONS: 8
I. SMALL BUSINESS ENTERPRISE: 8
J. RULES; REGULATIONS; LICENSING REQUIREMENTS: 8
K. CRIMINAL HISTORY RECORDS CHECK ORDINANCE:..... 8
L. REVIEW OF SUBMITTALS:..... 9
M. EXCEPTIONS TO THE RFS:..... 9
N. SELECTION PROCESS: 9
O. EVALUATION CRITERIA: 9
P. PROJECT APPROACH/UNDERSTANDING INFORMATION 9
Q. AWARD OF CONTRACT:..... 10
R. STANDARD CONTRACT PROVISIONS (ATTACHMENT 1): 10
S. COMMENCEMENT OF WORK:..... 10
T. INSURANCE REQUIREMENTS:..... 10
U. DRUG FREE WORKPLACE CERTIFICATION (APPENDIX “D”) 12
SECTION 3
SUBMITTAL REQUIREMENTS..... 12
SECTION 4
SCOPE OF WORK/SERVICES 13
SECTION 5
ATTACHMENTS 22
APPENDIX A..... 50
APPENDIX B..... 51

APPENDIX C.....	52
CORPORATION STATEMENT	53
PARTNERSHIP STATEMENT.....	54
JOINT VENTURE STATEMENT.....	55
APPENDIX D.....	56

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 provide and administer League Management Services for Adult Slow Pitch Softball at Okeehetee Park’s Adult Softball Complex 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 September 1, 2025 – August 31, 2026. The selected respondent (s) will provide services ending August 31, 2026 with four (1) 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	Okeehetee Park 7715 Forest Hill Blvd West Palm Beach, FL 33413

Deadline for receipt of questions or comments	7/11/25	5:00pm	Parks & Recreation Dept. 2700 6 th Ave. S. Lake Worth, FL. 33461
Deadline for receipt of submittals	7/25/25		Parks & Recreation Dept. 2700 6 th Ave. S. Lake Worth, FL. 33461
Evaluation/Selection Process	7/28/25		Parks & Recreation Dept. 2700 6 th Ave. S. Lake Worth, FL. 33461
Award Date	8/1/25		
Contract Start Date	9/1/25		

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: Andy Hood
2700 6th Avenue South
Lake Worth, FL 33461
RFS NO: SFTBALL2025-1

Title: Okeehetee Park Adult Slow Pitch Softball League Management
Due Date: 7/25/25

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 Andy Hood, Recreation Programs Coordinator, at (561) 966-7035, e-mail address ahood@pbcgov.org or fax number (561) 242-7044. Explanation(s) desired by respondents regarding the meaning or interpretation of this RFS must be requested from the contact person, in writing, by **7/11/25** 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: Andy Hood, Recreation Programs Coordinator.

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 adult softball league programs equal to or greater than 10 registered teams. Provide the following:

3.2.1. Owner(s):

Detailed statement of education, training, and experience with multi-faceted adult softball 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 adult softball programs and/or venues wherein you have implemented, managed, operated an adult softball league. 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 the County's pre-existing Men's and Co-Ed Adult Slow Pitch Softball Leagues, hereinafter referred to as "League", at Okeeheelee Park. The Men's Adult Slow Pitch Softball League is operated on Tuesday's, and the Co-Ed Adult Slow Pitch Softball League is operated on Friday's. The County is also amenable to the establishment of additional Adult Softball Leagues on Monday's and/or Thursday's at Okeeheelee Park.

Each of the County's pre-existing Men's and Co-Ed Adult Slow Pitch Softball Leagues operate three (3) seasons per year, and each season consists of a 10-week regular season schedule plus single elimination playoff. Season #1 operates during the fall beginning in September and completed by December. Season #2 operates during Winter/Spring beginning as early as January and is completed by April. Season #3 operates during the summer beginning in May and is completed by August.

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

Respondent shall provide adult slow pitch softball league management based on the following (but not necessarily limited to) variables/requirements:

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

A. Facility Use

1. Contractor will have access to the following facilities on approved game days:
 - a. Softball Fields #1, #2, #3, #4 (including field lights)
 - b. Press box
 - c. Office
 - d. Storage Room
 - e. Restrooms
 - f. Parking Lot Areas
2. Facility use is limited to approved game days only between the hours of 3:30pm – 11:00pm for the purposes of League operations only. Authorized representatives of Contractor permitted access to the press box, office, and storage rooms on non-game days with prior notification and approval from County designee. County facilities shall only be used for league related business. Game scheduling is limited to between the hours of 5:30pm – 10:30pm, but Contractor may occupy the Softball Complex facilities for the purposes pre-game setup and post-game breakdown anytime between the hours of 3:30pm – 11:00pm.
3. Contractor will be provided up to a maximum of two (2) copies of required keys for entry to locked facilities.
4. Contractor is responsible for opening/closing facility, including but not limited to pre/post safety checks, field preparation and securing facilities at the end of league play.
5. Contractor will be provided a User Account for the Automated Field Lighting System (Musco Control-Link) to access field lights on approved game nights.
6. Contractor is responsible for maintaining cleanliness of all facilities following daily use.

B. Personnel/Staffing

1. Provide professional staff to facilitate the needs of this Contract. This includes recruitment, training, supervision, evaluation, corrective action, and discipline for all personnel and volunteers.
2. Educate and train all staff and volunteers on concussion/head injury signs, symptoms, behaviors, and protocol before authorizing them to participate in programs or act on behalf of or in any official capacity with your programs.

C. Pre-Season Marketing Services:

1. Design, publication, and reproduction of all League marketing materials, forms, and all other documentation.
2. Mailing and E-Mailing list processing, maintenance, generation and all associated expenses.
3. Dissemination of news release, social media, and public relations materials.
4. Preparation of material for inclusion in County publications by the established due dates.
5. No signs of any kind shall be displayed without written approval from the Parks and Recreation Department Director, hereinafter referred to as "Department Director." Previously approved signs may be required to be removed or refurbished at the discretion of the Department Director.
6. Contractor shall not permit vendors to display merchandise or promotional/advertising materials unless written permission is received by the Department Director or designee as per County/Department Policy or Palm Beach County Code Chapter 21. If approved, standard vendor fees will apply and must be paid in advance prior to any vendor operating.
7. Contractor shall at all times use reasonable efforts to provide the best promotion and services available which shall include, but not limited to news releases, social media publications, program flyers, letters, forms, mailing and e-mailing lists and communications.

D. League Registration and Fees:

1. Provide staff, location, and platform to conduct team and participant registration process. Contractor shall be responsible for the collection and deposit of all team registration fees and any other related league fees.
2. Contractor will be responsible for the coordination and tracking of team rosters and ensuring that all participants have submitted an Individual Hold

Harmless/Waiver of Liability form to the Contractor that indemnifies the Contractor AND the County. Contractor is responsible for ensuring that all participants are 18 years of age or older.

3. Educate program participants on concussion/head injury signs, symptoms, behaviors, and protocol.
4. Provide copies of all league forms, rules, schedules and any other official documentation related to league operations to the County a minimum of two (2) weeks prior to the start of each league's registration period.
5. Team registration fees for participation in a 10-Week Regular Season plus Single Elimination Playoff League shall not exceed \$630.00/per Team/per Season. Any increase in team registration fees above \$630.00/per Team requires written approval from the Department Director. Any additional league approved by the County and consists of less than ten (10) regular season games must be priced at the comparable prorated amount.
6. Leagues shall be operated with up to a maximum of thirty-two (32) total team registrations per league per season.
7. If League registration reaches maximum capacity for total team registrations, Contractor shall maintain a wait list, and in the event a team drops out prior to the start of the League, first right of refusal will be offered to the teams on the wait list in the order in which they were listed based on earliest date and time.
8. Provide documentation and financials for the league registrations and keeping an account procedure acceptable to the County.

E. Scheduling:

1. The Adult Slow Pitch Softball Leagues may be conducted up to four (4) days per week. The County's pre-existing Men's Adult Slow Pitch Softball League shall be operated on Tuesdays with games scheduled between the hours of 5:30pm – 10:30pm, and the Co-Ed Adult Slow Pitch Softball League shall be operated on Fridays with games scheduled between the hours of 5:30pm – 10:30pm. Two (2) additional Adult Slow Pitch Softball Leagues may be considered for operation, and the target population and day of week shall be determined based on considerations including, but not limited to, market analysis and community and program participant surveys.
2. Contractor may schedule up to, but not to exceed, a maximum of four (4) games per field on any given game night. The earliest time a game may be scheduled to start is 5:30pm and the latest time a game may be scheduled to start is 9:30pm. If inclement weather or other unforeseen delay in games, results, no game shall be

permitted to continue play after 10:30pm without Department approval.

3. Scheduling, organization and supervision of each pre-season Contractor's meeting for participants, teams, staff, and any other personnel or league operation. Requests for use of County facilities for any day or time outside of league game nights shall be subject to availability and separate fees.
4. Classification of league teams and divisions to ensure balanced competition.
5. Contractor must ensure fair and balanced game schedules. Scheduling of game times for teams must be done in a manner that ensures fairness to all teams and no team(s) shall be subjected to selective scheduling that requires them to play more or less games at the earliest or latest timeslots.
6. Copies of the season schedules shall be provided to the County a minimum of two (2) weeks prior to the start of each league and/or season. Changes to game schedules shall be provided to the County within one (1) business day after their occurrence.
7. Preparation, printing and online posting of league schedules, in accordance with facility schedules as determined by the County. A live online schedule must be maintained at all times.
8. Contractor shall be responsible for providing notice to the umpires assigned to a game and the teams affected in the event a game is canceled by the County for any reason whatsoever. Notice of the game cancellation will be provided to the Contractor by the County at least two (2) hours before the start of the game. Contractor shall reschedule cancelled games subject to the availability of the fields.
9. Contractor shall be responsible for providing a schedule for any vendor(s) operating during league game nights and must be approved in advance by their County Liaison.

F. Field and Game Preparation Services:

1. Contractor shall complete County approved Athletic Turf Management & Safety (ATMS) training for general maintenance, to include raking, determining safe playing conditions, how to install bases, etc.
2. Contractor shall provide and be responsible for all daily game preparation services, which includes chalking and lining the infield before each league night. Contractor shall not change field base peg settings, home plate, or pitcher's rubber without prior approval from the County. In addition to daily game preparation services, the Contractor shall be responsible the following to each field as needed:

- a. Rake and level low spots in all infield areas as needed to ensure safe playing conditions.
 - b. Repack bases and batter's box areas, and pitcher's mound.
 - c. Chalk/Line infields no more than three (3) hours in advance of the first game time.
 - d. Clean and remove all litter and debris from dugout areas before and after each league night.
 - e. Inspecting the ball fields prior to each game to ensure they are in safe playing condition.
 - f. Report to the County the condition of base anchors, pitchers mounds, home plates, fencing, or any other damage or maintenance issues.
3. Contractor shall only use approved equipment to maintain the fields in safe playing condition.
 4. Contractor shall provide one (1) new and one (1) like new approved softball for each game.
 5. Contractor shall provide approved home plate strike mats on each field for all league games.
 6. Contractor shall provide a pitching screen to be placed in front of pitching mound, during league play.
 7. Contractor may make additional softball field improvements subject to prior written approval of County. 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 adult softball participants or spectators.
 8. Contractor shall coordinate any major maintenance with County Liaison.

G. Scorekeeping

1. Recruitment, training, supervision, evaluation and corrective action of League scorekeepers and their supervisors.
2. Computerized scoring of League games which generates League standings.

H. Officiating Services

1. Provide umpire assignments as schedules require. A minimum of one (1) umpire shall be assigned to officiate each scheduled game.
2. Provide trained substitute umpires in emergency absence of scheduled umpire(s).
3. Recruitment, training, supervision, evaluation, corrective action, and discipline of

umpires.

4. Ensuring that all officials remain current as to league procedures as well as rule changes.
5. Each umpire shall provide the necessary game equipment to successfully perform their duty as an umpire.
6. All officials provided by Contractor shall be dressed in uniform or as determined by mutual agreement of the parties hereto. In addition, all umpires shall have the accessory equipment necessary for safe and proper officiating of games.

I. League Coordination Services

1. Contractor shall have hours of operations convenient for the participants and teams, which are beyond the traditional 8:00am to 5:00pm, Monday through Friday schedule. League Director shall carry telecommunications devices including cellular phone/tablets.
2. Contractor shall conduct league play according to Palm Beach County Parks and Recreation Department and Amateur Softball Association (ASA) rules for the pre-existing Men's and Co-Ed Adult Slow Pitch Softball Leagues. Additions/Revisions to sanctioning authority and/or rules must be approved in writing by County prior to implementing. All requests for additions/revisions must be submitted in writing to the County a minimum of sixty (60) days prior to the preseason Team Manager's Meeting. No changes may be made during the season without written approval from the County.
3. Contractor or Contractor's League Director shall provide general supervision of Softball Complex facilities during use. If necessary, Contractor is responsible for any disciplinary action of Contractor's staff, umpires, spectators and participants before, during, and after scheduled games and/or team meeting. Contractor shall exercise the right to exclude any person from using the fields who do not abide by the established rules in accordance with league and park rules and County Ordinance.
4. Contractor or Contractor's League Director shall be responsible for the scheduling of site supervisors, scorekeepers, umpires, and any other personnel required for the enforcement of safety practices and regulations when the fields are used in connection with the League.
5. Contractor shall prohibit intoxicated persons, profane or indecent language, or boisterous or loud conduct in or around the softball complex. Contractor shall call upon the aid of Park Rangers and/or emergency support personnel as needed to assist in maintaining peaceful conditions and ensure the safety of League staff,

volunteers, participants, spectators, and all others present during League operation.

6. Contractor must attend all meetings called by League participants or County to review protests filed in accordance with established League Rules. The Contractor will provide a written opinion to the assigned County Liaison within forty-eight (48) hours after such meeting.
7. Preparing and distributing any required forms, league schedules and rosters (verifying to the best of their ability that all players are legal, and have legal initials and signatures, ruling on player's eligibility, and addition and deletion of players as necessary).
8. Contractor shall provide line up cards and ensure one (1) lineup card is completed in its entirety as determined by County for each team in each game.
9. Contractor shall provide team awards for each season as mutually agreed upon by Contractor and County.
10. Contractor will handle concerns raised by participants, team managers, contractors, and spectators in a professional timely manner, with phone call (or email) to be returned within 24 hours of receipt of call or email.
11. Contractor will be responsible for managing any situations related to accidents, incidents, and/or emergencies that occur during permitted use. Contractor must complete and submit a copy of the Recreation Services Division Third Party Accident/Incident Report for any accident/incident that occurs during league play. Accident/Incident Reports must be submitted to County Liaison by 12:00pm the next business day. Contractor must notify County Liaison immediately for any accident/incident requiring emergency personnel.
12. Contractor shall provide quality, customer-oriented service to the league participants and spectators.
13. Contractor may request to have vendors operate during league game nights, but must be approved by their County Liaison a minimum of two (2) weeks in advance. Standard vendor requirements and fees apply. Approved vendors must display a County Vendor Certificate at all times during operation.

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- A. Provide access to the following facilities on approved game days:
 1. Okeeheelee Softball Fields #1, #2, #3, #4 (including field lights)
 2. Press box adjacent to Softball Fields
 3. Office

4. Storage Room
 5. Restrooms
 6. Parking Lot Areas
-
- B. Provide up to a maximum of two (2) copies of required keys for entry to locked facilities.
 - C. Provide a User Account for the Automated Field Lighting System (Musco Control-Link) to access field lights on approved game nights.
 - D. Provide field preparation services on game days including field drags, base/pitching rubber distances, and outfield foul lines and arch.
 - E. Provide mandatory Athletic Turf Management & Safety (ATMS) training a minimum of once per season, for the Contractor and Contractor's employees/ volunteers.
 - F. Review and provide feedback or approval of Contractor's marketing materials, League forms, recommendations for League improvements, and other related requests within 15 days of submittal.

COMPENSATION

Contractor shall pay County a minimum of three hundred sixty dollars (\$360.00) per game night. This includes a minimum of twelve (12) game nights per league per season. During the Annual 10-Week Renovation Period when one (1) softball field is unavailable, Contractor shall pay County a minimum of two hundred seventy (\$270) dollars per game night. Use of additional parks, fields, days of week, and times under same terms and conditions may be determined at the sole discretion of the County. Fee is due to COUNTY within seven (7) days following the end of each season.

AGREEMENT RENEWAL

The term of the Agreement is September 1, 2025 through August 31, 2026 with four (4) one (1) year renewal options at the County'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.

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**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 Andy Hood, telephone no. 561 966-7035.

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 three hundred and sixty (\$360) dollars per game night, for the term of the contract and any renewals, plus applicable State Sales Tax. Payment plus applicable State Sales Tax shall be made in within seven (7) days following the end of each season. Payments not received by the eighth (8th) day 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 breach of contract.

The COUNTY may authorize the closing of Okeeheelee Park for the safety of the users. In these instances, the ballfield 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 ballfield is closed for six (6) hours at COUNTY's discretion and where the closure is not due to acts of omissions of the CONTRACTOR. Closures may be prorated in six (6) hour increments.

Should development work in Okeeheelee Park require the shutdown of CONTRACTOR's activities on the ballfield, 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 ballfield is closed.

Should the ballfield 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 ballfield because of the damage, it may close the ballfield during repairs or renovations. CONTRACTOR shall be relieved of the obligation to make payments to the COUNTY during the time the ballfield 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

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

**BY MELODY THELWELL
DIRECTOR OF PURCHASING**

Deputy Clerk

By: _____
Melody Thelwell, Purchasing Director

WITNESS

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

Signature Date

By: _____
Signature Date

Print

Print

Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED AS TO TERMS & CONDITIONS:

County Attorney

Division Director

Signature Date

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 the County's pre-existing Men's and Co-Ed Adult Slow Pitch Softball Leagues, hereinafter referred to as "League", at Okeeheelee Park. The Men's Adult Slow Pitch Softball League is operated on Tuesday's, and the Co-Ed Adult Slow Pitch Softball League is operated on Friday's. The County is also amenable to the establishment of additional Adult Softball Leagues on Monday's and/or Thursday's at Okeeheelee Park.

Each of the County's pre-existing Men's and Co-Ed Adult Slow Pitch Softball Leagues operate three (3) seasons per year, and each season consists of a 10-week regular season schedule plus single elimination playoff. Season #1 operates during the fall beginning in September and completed by December. Season #2 operates during Winter/Spring beginning as early as January and is completed by April. Season #3 operates during the summer beginning in May and is completed by August.

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

Respondent shall provide adult slow pitch softball league management based on the following (but not necessarily limited to) variables/requirements:

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

J. Facility Use

1. Contractor will have access to the following facilities on approved game days:
 - a. Softball Fields #1, #2, #3, #4 (including field lights)
 - b. Press box
 - c. Office
 - d. Storage Room
 - e. Restrooms
 - f. Parking Lot Areas
2. Facility use is limited to approved game days only between the hours of 3:30pm – 11:00pm for the purposes of League operations only. Authorized representatives of Contractor permitted access to the press box, office, and storage rooms on non-game days with prior notification and approval from County designee. County facilities shall only be used for league related business. Game scheduling is limited to between the hours of 5:30pm – 10:30pm, but Contractor may occupy the Softball Complex facilities for the purposes pre-game setup and post-game breakdown anytime between the hours of 3:30pm – 11:00pm.
3. Contractor will be provided up to a maximum of two (2) copies of required keys for entry to locked facilities.
4. Contractor is responsible for opening/closing facility, including but not limited to

pre/post safety checks, field preparation and securing facilities at the end of league play.

5. Contractor will be provided a User Account for the Automated Field Lighting System (Musco Control-Link) to access field lights on approved game nights.
6. Contractor is responsible for maintaining cleanliness of all facilities following daily use.

K. Personnel/Staffing

1. Provide professional staff to facilitate the needs of this Contract. This includes recruitment, training, supervision, evaluation, corrective action, and discipline for all personnel and volunteers.
2. Educate and train all staff and volunteers on concussion/head injury signs, symptoms, behaviors, and protocol before authorizing them to participate in programs or act on behalf of or in any official capacity with your programs.

L. Pre-Season Marketing Services:

1. Design, publication, and reproduction of all League marketing materials, forms, and all other documentation.
2. Mailing and E-Mailing list processing, maintenance, generation and all associated expenses.
3. Dissemination of news release, social media, and public relations materials.
4. Preparation of material for inclusion in County publications by the established due dates.
5. No signs of any kind shall be displayed without written approval from the Parks and Recreation Department Director, hereinafter referred to as "Department Director." Previously approved signs may be required to be removed or refurbished at the discretion of the Department Director.
6. Contractor shall not permit vendors to display merchandise or promotional/advertising materials unless written permission is received by the Department Director or designee as per County/Department Policy or Palm Beach County Code Chapter 21. If approved, standard vendor fees will apply and must be paid in advance prior to any vendor operating.
7. Contractor shall at all times use reasonable efforts to provide the best promotion and services available which shall include, but not limited to news releases, social media publications, program flyers, letters, forms, mailing and e-mailing lists and communications.

M. League Registration and Fees:

1. Provide staff, location, and platform to conduct team and participant registration process. Contractor shall be responsible for the collection and deposit of all team registration fees and any other related league fees.
2. Contractor will be responsible for the coordination and tracking of team rosters and ensuring that all participants have submitted an Individual Hold Harmless/Waiver of Liability form to the Contractor that indemnifies the Contractor AND the County. Contractor is responsible for ensuring that all participants are 18 years of age or older.
3. Educate program participants on concussion/head injury signs, symptoms, behaviors, and protocol.
4. Provide copies of all league forms, rules, schedules and any other official documentation related to league operations to the County a minimum of two (2) weeks prior to the start of each league's registration period.
5. Team registration fees for participation in a 10-Week Regular Season plus Single Elimination Playoff League shall not exceed \$630.00/per Team/per Season. Any increase in team registration fees above \$630.00/per Team requires written approval from the Department Director. Any additional league approved by the County and consists of less than ten (10) regular season games must be priced at the comparable prorated amount.
6. Leagues shall be operated with up to a maximum of thirty-two (32) total team registrations per league per season.
7. If League registration reaches maximum capacity for total team registrations, Contractor shall maintain a wait list, and in the event a team drops out prior to the start of the League, first right of refusal will be offered to the teams on the wait list in the order in which they were listed based on earliest date and time.
8. Provide documentation and financials for the league registrations and keeping an account procedure acceptable to the County.

N. Scheduling:

1. The Adult Slow Pitch Softball Leagues may be conducted up to four (4) days per week. The County's pre-existing Men's Adult Slow Pitch Softball League shall be operated on Tuesdays with games scheduled between the hours of 5:30pm – 10:30pm, and the Co-Ed Adult Slow Pitch Softball League shall be operated on Fridays with games scheduled between the hours of 5:30pm – 10:30pm. Two (2) additional Adult Slow Pitch Softball Leagues may be considered for operation, and the target population and day of week shall be determined based on considerations including, but not limited to, market analysis and community and

program participant surveys.

2. Contractor may schedule up to, but not to exceed, a maximum of four (4) games per field on any given game night. The earliest time a game may be scheduled to start is 5:30pm and the latest time a game may be scheduled to start is 9:30pm. If inclement weather or other unforeseen delay in games, results, no game shall be permitted to continue play after 10:30pm without Department approval.
 3. Scheduling, organization and supervision of each pre-season Contractor's meeting for participants, teams, staff, and any other personnel or league operation. Requests for use of County facilities for any day or time outside of league game nights shall be subject to availability and separate fees.
 4. Classification of league teams and divisions to ensure balanced competition.
 5. Contractor must ensure fair and balanced game schedules. Scheduling of game times for teams must be done in a manner that ensures fairness to all teams and no team(s) shall be subjected to selective scheduling that requires them to play more or less games at the earliest or latest timeslots.
 6. Copies of the season schedules shall be provided to the County a minimum of two (2) weeks prior to the start of each league and/or season. Changes to game schedules shall be provided to the County within one (1) business day after their occurrence.
 7. Preparation, printing and online posting of league schedules, in accordance with facility schedules as determined by the County. A live online schedule must be maintained at all times.
 8. Contractor shall be responsible for providing notice to the umpires assigned to a game and the teams affected in the event a game is canceled by the County for any reason whatsoever. Notice of the game cancellation will be provided to the Contractor by the County at least two (2) hours before the start of the game. Contractor shall reschedule cancelled games subject to the availability of the fields.
 9. Contractor shall be responsible for providing a schedule for any vendor(s) operating during league game nights and must be approved in advance by their County Liaison.
- O. Field and Game Preparation Services:
1. Contractor shall complete County approved Athletic Turf Management & Safety (ATMS) training for general maintenance, to include raking, determining safe playing conditions, how to install bases, etc.
 2. Contractor shall provide and be responsible for all daily game preparation services,

EXHIBIT "B"

which includes chalking and lining the infield before each league night. Contractor shall not change field base peg settings, home plate, or pitcher's rubber without prior approval from the County. In addition to daily game preparation services, the Contractor shall be responsible the following to each field as needed:

- a. Rake and level low spots in all infield areas as needed to ensure safe playing conditions.
 - b. Repack bases and batter's box areas, and pitcher's mound.
 - c. Chalk/Line infields no more than three (3) hours in advance of the first game time.
 - d. Clean and remove all litter and debris from dugout areas before and after each league night.
 - e. Inspecting the ball fields prior to each game to ensure they are in safe playing condition.
 - f. Report to the County the condition of base anchors, pitchers mounds, home plates, fencing, or any other damage or maintenance issues.
3. Contractor shall only use approved equipment to maintain the fields in safe playing condition.
 4. Contractor shall provide one (1) new and one (1) like new approved softball for each game.
 5. Contractor shall provide approved home plate strike mats on each field for all league games.
 6. Contractor shall provide a pitching screen to be placed in front of pitching mound, during league play.
 7. Contractor may make additional softball field improvements subject to prior written approval of County. 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 adult softball participants or spectators.
 8. Contractor shall coordinate any major maintenance with County Liaison.
- P. Scorekeeping
1. Recruitment, training, supervision, evaluation and corrective action of League scorekeepers and their supervisors.
 2. Computerized scoring of League games which generates League standings.
- Q. Officiating Services
1. Provide umpire assignments as schedules require. A minimum of one (1) umpire shall be assigned to officiate each scheduled game.

EXHIBIT "B"

2. Provide trained substitute umpires in emergency absence of scheduled umpire(s).
3. Recruitment, training, supervision, evaluation, corrective action, and discipline of umpires.
4. Ensuring that all officials remain current as to league procedures as well as rule changes.
5. Each umpire shall provide the necessary game equipment to successfully perform their duty as an umpire.
6. All officials provided by Contractor shall be dressed in uniform or as determined by mutual agreement of the parties hereto. In addition, all umpires shall have the accessory equipment necessary for safe and proper officiating of games.

R. League Coordination Services

1. Contractor shall have hours of operations convenient for the participants and teams, which are beyond the traditional 8:00am to 5:00pm, Monday through Friday schedule. League Director shall carry telecommunications devices including cellular phone/tablets.
2. Contractor shall conduct league play according to Palm Beach County Parks and Recreation Department and Amateur Softball Association (ASA) rules for the pre-existing Men's and Co-Ed Adult Slow Pitch Softball Leagues. Additions/Revisions to sanctioning authority and/or rules must be approved in writing by County prior to implementing. All requests for additions/revisions must be submitted in writing to the County a minimum of sixty (60) days prior to the preseason Team Manager's Meeting. No changes may be made during the season without written approval from the County.
3. Contractor or Contractor's League Director shall provide general supervision of Softball Complex facilities during use. If necessary, Contractor is responsible for any disciplinary action of Contractor's staff, umpires, spectators and participants before, during, and after scheduled games and/or team meeting. Contractor shall exercise the right to exclude any person from using the fields who do not abide by the established rules in accordance with league and park rules and County Ordinance.
4. Contractor or Contractor's League Director shall be responsible for the scheduling of site supervisors, scorekeepers, umpires, and any other personnel required for the enforcement of safety practices and regulations when the fields are used in connection with the League.
5. Contractor shall prohibit intoxicated persons, profane or indecent language, or boisterous or loud conduct in or around the softball complex. Contractor shall call

EXHIBIT "B"

upon the aid of Park Rangers and/or emergency support personnel as needed to assist in maintaining peaceful conditions and ensure the safety of League staff, volunteers, participants, spectators, and all others present during League operation.

6. Contractor must attend all meetings called by League participants or County to review protests filed in accordance with established League Rules. The Contractor will provide a written opinion to the assigned County Liaison within forty-eight (48) hours after such meeting.
7. Preparing and distributing any required forms, league schedules and rosters (verifying to the best of their ability that all players are legal, and have legal initials and signatures, ruling on player's eligibility, and addition and deletion of players as necessary).
8. Contractor shall provide line up cards and ensure one (1) lineup card is completed in its entirety as determined by County for each team in each game.
9. Contractor shall provide team awards for each season as mutually agreed upon by Contractor and County.
10. Contractor will handle concerns raised by participants, team managers, contractors, and spectators in a professional timely manner, with phone call (or email) to be returned within 24 hours of receipt of call or email.
11. Contractor will be responsible for managing any situations related to accidents, incidents, and/or emergencies that occur during permitted use. Contractor must complete and submit a copy of the Recreation Services Division Third Party Accident/Incident Report for any accident/incident that occurs during league play. Accident/Incident Reports must be submitted to County Liaison by 12:00pm the next business day. Contractor must notify County Liaison immediately for any accident/incident requiring emergency personnel.
12. Contractor shall provide quality, customer-oriented service to the league participants and spectators.
13. Contractor may request to have vendors operate during league game nights, but must be approved by their County Liaison a minimum of two (2) weeks in advance. Standard vendor requirements and fees apply. Approved vendors must display a County Vendor Certificate at all times during operation.

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- G. Provide access to the following facilities on approved game days:
 1. Okeeheelee Softball Fields #1, #2, #3, #4 (including field lights)
 2. Press box adjacent to Softball Fields

3. Office
 4. Storage Room
 5. Restrooms
 6. Parking Lot Areas
- H. Provide up to a maximum of two (2) copies of required keys for entry to locked facilities.
- I. Provide a User Account for the Automated Field Lighting System (Musco Control-Link) to access field lights on approved game nights.
- J. Provide field preparation services on game days including field drags, base/pitching rubber distances, and outfield foul lines and arch.
- K. Provide mandatory Athletic Turf Management & Safety (ATMS) training a minimum of once per season, for the Contractor and Contractor's employees/ volunteers.
- L. Review and provide feedback or approval of Contractor's marketing materials, League forms, recommendations for League improvements, and other related requests within 15 days of submittal.

COMPENSATION

Contractor shall pay County a minimum of three hundred sixty dollars (\$360.00) per game night. This includes a minimum of twelve (12) game nights per league per season. During the Annual 10-Week Renovation Period when one (1) softball field is unavailable, Contractor shall pay County a minimum of two hundred seventy (\$270) dollars per game night. Use of additional parks, fields, days of week, and times under same terms and conditions may be determined at the sole discretion of the County. Fee is due to COUNTY within seven (7) days following the end of each season.

AGREEMENT RENEWAL

The term of the Agreement is September 1, 2025 through August 31, 2026 with four (4) one (1) year renewal options at the County'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.

EXHIBIT "B"

ADULT SLOW PITCH SOFTBALL LEAGUE MANAGEMENT AGREEMENT

Reserved Park/Facility Area Designation Form

- PARK AREA:** Okeehееlee Park
7715 Forest Hill Boulevard
West Palm Beach, FL 33413

Okeehееlee Park Softball Fields #1, #2, #3, #4
Adjacent Press box
Office
Storage Room
Restrooms
Parking Areas

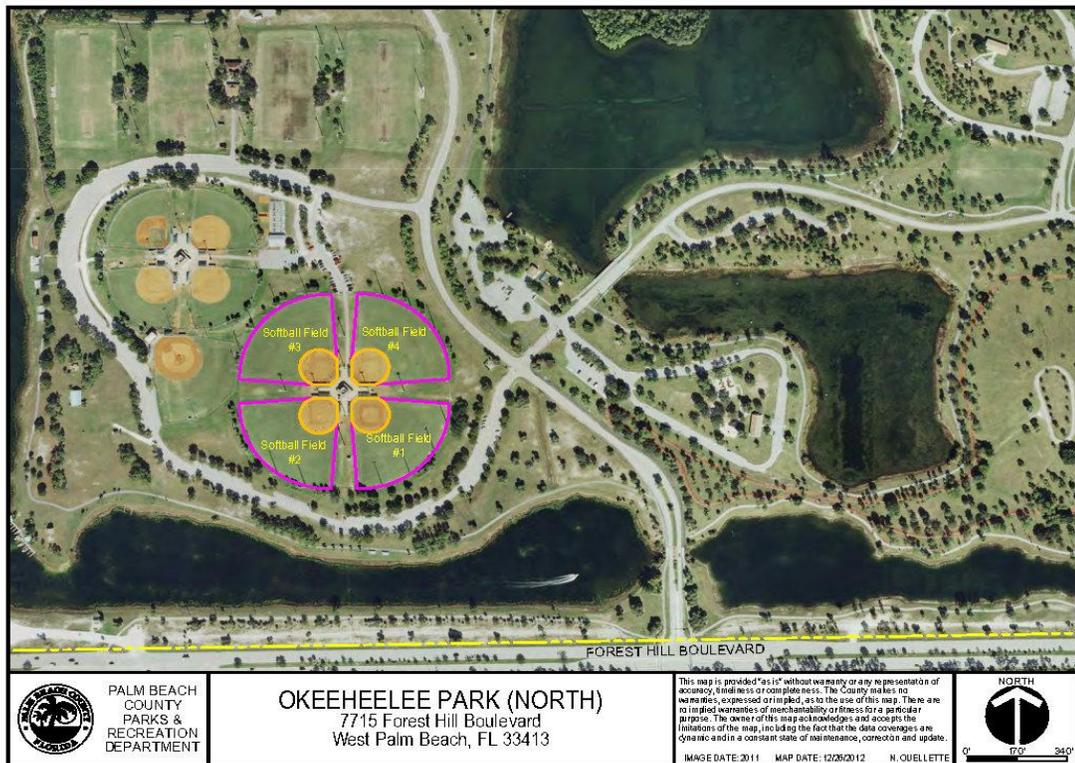


EXHIBIT "C"

ADULT SLOW PITCH SOFTBALL LEAGUE MANAGEMENT AGREEMENT

Contractor Financial Report

EXHIBIT “D”

(1 of 2)

ADULT SLOW PITCH SOFTBALL LEAGUE MANAGEMENT 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)

ADULT SLOW PITCH SOFTBALL LEAGUE MANAGEMENT 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. SFTBALL2025-1

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
ADULT SLOW PITCH SOFTBALL LEAGUE MANAGEMENT SERVICES
FINANCIAL & PROPOSAL CERTIFICATION PAGE**

The COUNTY shall be paid by the CONTRACTOR a minimum Contract amount of three hundred and sixty dollars (\$360.00) per game night, not to exceed three hundred thousand dollars (\$300,000) for the entirety of the agreement, made payable within seven (7) days when invoiced by the COUNTY. This includes a minimum of twelve (12) game nights per league per season. 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 each Adult Slow Pitch Softball League per season at Okecheelee Park’s Adult Slow Pitch Softball Complex 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
September 1, 2025 through August 31, 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. SFTBALL2025-1
(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) 53)
- Partnership (General, Complete forms page(s) 54)
- Partnership (Limited, Complete forms page(s) 54)
- Joint Venture (Complete forms page(s) 55)
- 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.

APPENDIX D

**DRUG-FREE WORKPLACE CERTIFICATION
RFS NO. SFTBALL2025-1**

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