

Board of County Commissioners

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County Administrator

Joseph Abruzzo

Procurement Department
www.pbcgov.org/procurement

REQUEST FOR SUBMITTAL

RFS NO. 26-0156/JJ

Palm Beach County Board of County Commissioners
and
Park and Recreation
are seeking
Submittals for:

Beverage Products and Services

Date issued/available for distribution: June 15, 2026

Respondents **shall** submit one (1) unbound original, two (2) bound copies, and one (1) electronic copy in pdf (CD or flash drive) of the complete submittal which must be received in the Offices of the Procurement Department no later than **July 29, 2026, 4:00 p.m. local time. See Section 1.6 of the RFS for mailing instructions.**

**ENVELOPE MUST BE IDENTIFIED WITH THE
DEADLINE DATE FOR RECEIPT OF SUBMITTALS
AND THE RFS NUMBER.**

CAUTION

In order to do business with Palm Beach County vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Procurement Department's Vendor Self Service (VSS) system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If respondent intends to use subcontractors, Respondent must also ensure that all subcontractors are registered as vendors in VSS. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. County will not finalize a contract award until a contractor has verified that the contractor and all of its subcontractors are registered in VSS. As they are issued, all Amendments to solicitations will be posted under the applicable solicitation on our VSS system.

Palm Beach County shall not be responsible for the completeness of any Request for Submittal package not downloaded from our VSS system or obtained directly from Palm Beach County Procurement Department.

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

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SECTION 1

1.1 ISSUING OFFICE

This Request for Submittal (RFS) is issued for the County of Palm Beach (hereinafter referred to as Palm Beach County by the Procurement Department for the benefit of Parks and Recreation. The Procurement Department is the SOLE point of contact concerning this RFS. All communication regarding this RFS must be done through the Procurement Department. See Section 1.8 Contact Person.

1.2 HISTORY AND BACKGROUND

Palm Beach County Parks and Recreation Department, Aquatics Division, currently operates on either a seasonal or continuous cycle, the following facilities with concession settings for its customers:

Waterparks (Seasonal Operation - March through September)

- (1) Calypso Bay -151 Lamstein Lane, Royal Palm Beach, FL 33411
- (2) Coconut Cove -20130 Regional Park Dr, Boca Raton, FL 33498

Pool (Continuous Operation - January through December)

Lake Lytal - 3645 Gun Club Road, West Palm Beach, FL 33406

1.3 PURPOSE OF THE PROJECT

Palm Beach County is seeking submittals from qualified contractors to provide beverage products (excluding frozen carbonated beverages), dispensing equipment and storage equipment to the Parks and Recreation Department at designated waterparks and pool. Marketing, sponsorship, and advertising assistance to promote the waterparks and pool is to be provided in addition to the beverage products and necessary equipment. For the purposes of this request, included below are some definitions:

- A. "Beverage" shall mean all carbonated and non-carbonated non-alcoholic beverages, including but not limited to soft drinks; mixers; flavored and unflavored packaged waters; fruit juices; fruit juice containing or flavored drinks; fruit punches and ads; isotonic and fluid replacement drinks; enhanced waters; tea drinks, fountain drink or beverage bases, whether in the form of syrups, powders, crystals, concentrates or otherwise, from which such drinks and beverages are made. Beverages shall not mean frozen carbonated or non-carbonated beverages, and unflavored milk.
- B. "Products" shall mean all the beverages and associated dispensing items that are provided or marketed by the Contractor.
- C. "Facility" shall include the grounds, all vending, locker rooms, food outlets and dining facilities of Calypso Bay Waterpark, Coconut Cove Waterpark and Lake Lytal Pool

1.4 PERIOD OF CONTRACT

The proposed effective date of this Contract is August 18, 2026. The selected respondent(s) will provide services for a sixty (60) month period ending August 17, 2031.

1.5 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.

1.6 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 Download from Procurement Dept. VSS: https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService	6/15/2026		Procurement Department 50 S. Military Trail, Ste. 110 W. P. B., FL 33415
Deadline for receipt of questions or comments	6/29/2026	5:00 p.m.	Procurement Department 50 S. Military Trail, Ste.110 W. P. B., FL 33415
Deadline for receipt of submittals	7/29/2026	4:00 p.m.	Procurement Department 50 S. Military Trail, Ste.110 W. P. B., FL 33415
Evaluation/Selection Process	8/10/2026		
Award Date	8/13/2026		
Contract Start Date	8/18/2026		

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

1.7 **SUBMITTAL SUBMISSION**

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

One (1) unbound original, two (2) bound copies, and one (1) electronic copy in pdf (CD or flash drive) of the complete submittal must be received in the Procurement Department by July 29, 2026, 4:00 p.m. local time. 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
Procurement Department
50 South Military Trail, Suite 110
West Palm Beach, Florida 33415
ATTENTION: Johnny Joseph, Buyer
RFS No. 26-0156/JJ

Title: Beverage Products and Services
Due Date: July 29, 2026, 4:00 p.m. local time

The Procurement Department's office hours are 8:00 a.m. to 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 Price Submittal Page(s) (Appendix A) 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 ("Authorized Person").

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 proposed pricing identified therein.

1.8 **CONTACT PERSON**

The contact person for this RFS is Johnny Joseph, Buyer, at (561) 616-6828, e-mail address jjoseph@pbc.gov and PUR-Procure-Solicit@pbc.gov in the Procurement Department.

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

1.9 ADDITIONAL INFORMATION / AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via e-mail or U.S. Mail, no later than the date specified and to the address listed in the RFS Timetable Section 1.6 or e-mail address listed for the Contact Person Section 1.8 above. The request must contain the respondent's name, address, phone number, facsimile number and e-mail address.

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.

As they are issued, all Amendments to solicitations will be posted under the applicable solicitation on the County's on-line Vendor Self-Service (VSS) System at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. It is the sole responsibility of the respondent to routinely check VSS for any Amendments that may be issued prior to the Deadline for receipt of submittals. The County shall not be responsible for the completeness of any RFS package not downloaded from VSS or obtained directly from Palm Beach County Procurement Department.

It is the respondent's sole responsibility to assure receipt of all Amendments. The respondent should verify with the designated Contact Person see Section 1. prior to submitting 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

2.1 SUBMITTAL GUARANTEE

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

2.2 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.

2.3 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.

2.4 LATE SUBMITTALS, LATE MODIFIED SUBMITTALS

Submittals and/or modifications to submittals received after the Deadline for receipt of submittals specified in RFS Timetable Section 1.6 are late and shall not be considered.

2.5 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.

2.6 COSTS INCURRED BY RESPONDENTS

All expenses incurred 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 submittals received, nor 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.

2.7 PROPRIETARY/CONFIDENTIAL INFORMATION

Any material submitted in response to this Request for Submittal is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding respondent might consider to be confidential. All submitted information that the responding respondent believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

2.8 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 price and technical offer.

2.9 SMALL BUSINESS ENTERPRISE (SBE) / SBD REQUIREMENTS

NOTE: The following provisions apply to the sections of the non-federally funded portions of this solicitation. All Small Business Enterprise (SBE) Program Forms, including waiver forms and good faith effort documentation are available on the Office of Small Business Development (OSBD) website: <https://discover.pbcgov.org/HED/osbd/Pages/Documents.aspx>

Item 1 – Policy

The BCC adopted an Small Business Development Ordinance (SBD Ordinance), codified in Sections 2-80.20 through 2-80.28 (as may be amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBD Program, and which is incorporated in this solicitation. The provisions of the SBD Ordinance are applicable to this solicitation, and has precedence over the provisions of this solicitation in the event of a conflict.

2.10 PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

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

2.11 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" as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

2.12 CRIMINAL HISTORY RECORDS CHECK

Pursuant to Palm Beach County Code Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of contractors and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2013-1470, R-2015-0572, and R2024-0549, as amended. In October 2013, compliance with the requirements of the U.S. Federal Bureau of Investigation's CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The proposer is solely responsible for understanding the financial, schedule, implications, and/or staffing implications of this Ordinance. Further, the proposer acknowledges that its proposal price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

2.13 REVIEW OF SUBMITTALS

Each submittal will be reviewed to determine if the submittal is responsive to the 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 Section 3). 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.

2.14 WAIVER OF MINOR IRREGULARITY

An irregularity in a respondent's submitted submittal is deemed minor for purposes of correction when: (1) its waiver would not deprive the County of its assurance that the contract will be entered into, performed and guaranteed according to its specified requirements, and (2) the irregularity is of such a nature that its waiver would not adversely affect competitive submittals by placing a respondent in a position of advantage over other respondents or by otherwise undermining the necessary common standard of competition. Pricing errors are never considered a minor irregularity.

In situations where a submittal has incomplete, missing or unsigned required documents, which are deemed a minor irregularity, the Director of Procurement may allow the Respondent up to five (5) business days to correct said minor irregularity, per Section 2-54(C)(6)(a)(2), Palm Beach County Code. The decision whether to waive a minor irregularity is within the sole discretion of the Director of Procurement.

2.15 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 Section 3. The County is under NO obligation to accept any proposed exceptions or alternatives.

2.16 SELECTION PROCESS

All submittals timely received will be reviewed first by the Procurement Department to determine if each respondent has submitted the required information and met all Submittal Requirements (as stated in Section 3). Those submittals fulfilling the Submittal Requirements shall be referred to the requesting Department for review and further consideration.

The Department will evaluate all responses to this RFS that meet the Submittal 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 2.17. However, additional written information, internal staff analysis, outside consultants, and/or any other information may be required, at any time during the selection process, to help the Department determine the successful respondent. The Department may determine, as the result of additional information, that the impact of this information is significant and may be considered in the scoring and/or ranking, at the discretion of the Department.

2.17 EVALUATION CRITERIA

- | | |
|--|---|
| 1. Experience / Qualifications
Background / References
(See Section 3.1) | Weight <u>30</u> % (<u>30</u> pts) |
| 2. Project Approach / Understanding
(See Section 3.2) | Weight <u>25</u> % (<u>25</u> pts) |
| 4. Price Submittal
(See Section 3.5) | Weight <u>25</u> % (<u>25</u> pts) |
| 5. Small Business Enterprise
(See Section 2.9 and Exhibit C “API”s) | Weight <u>15</u> % (<u>15</u> pts) |
| 6. Business Location / Local Preference
(See Section 3.3) | Weight <u>5</u> % (<u>5</u> pts) |

2.18 AWARD OF CONTRACT

The award, if any, will be made to the responsive, responsible respondent whose submittal is considered to be the most advantageous to the County based on the County’s opinion after review of every such submittal including, but not limited to, price.

2.19 STANDARD CONTRACT PROVISIONS (ATTACHMENT 1)

The selected respondent will be required to execute a contract similar to the attached Sample Standard Contract (Attachment 1). If a respondent has comments related to any of the provisions in this RFS and/or the Sample Standard Contract, comments must be made in writing and submitted no later than the date specified in the RFS Timetable (see Section 1.6).

The Sample Standard 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 issue a new solicitation or cancel the procurement process in its entirety.

2.20 PAYMENTS TO AWARDED RESPONDENT(S)

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, “out-of-pocket” expenses specified in paragraph C below shall not exceed a total contract amount, to be determined once contract is fully executed.

The respondent shall notify the COUNTY's representative, in writing, when ninety percent (90%) of the "not-to-exceed amount" has been reached. The respondent will bill the COUNTY on a monthly basis, no later than the 15th of the following month or as otherwise provided, at the amounts set forth in Exhibit A for services rendered toward the completion of the Scope of Work/Services. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. **Should this Contract have approved subcontractor(s), the respondent shall reimburse the subcontractor(s) within ten (10) business days of receipt of payment from the County.**

- B. Respondent shall send **ALL ORIGINAL** invoices to: PALM BEACH COUNTY FINANCE DEPT., P.O. BOX 4036, WEST PALM BEACH, FL 33402-4036, with a copy to the COUNTY's representative. Invoices received from the respondent pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following approval by the COUNTY's representative. Invoices submitted on carbon paper shall not be accepted. In order for the COUNTY to make payment, the CONTRACTOR must ensure that the following information included on Appendix B, Business Information, of Exhibit B, CONTRACTOR's Submittal, must be exactly the same as it appears on the invoice and in the COUNTY's Vendor Self Service (VSS) System, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>: Vendor's Legal Name, Vendor's Address, and Vendor's TIN/FEIN Number.
- C. Out of Pocket Expenses: Any out-of-pocket expenses, including travel, shall be included in the "not-to-exceed total contract amount" listed in Article 4.A. above. Out-of-pocket expenses will be reimbursed and in accordance with the list of the types and amount of expenditures eligible for reimbursement as set forth in respondent's Submittal, Exhibit B. All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the COUNTY's Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, F.S.
- D. In order to do business with Palm Beach County, respondents are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Procurement Department's Vendor Self Service (VSS) System, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If respondent intends to use

subconsultants, CONTRACTOR must also ensure that all subconsultants are registered as CONTRACTORS consultants in VSS. All subconsultants agreements must include a contractual provision requiring that the subconsultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONTRACTOR and all of its subconsultants are registered in VSS.

2.21 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.

2.22 CONTRACT CLOSEOUT PERIOD

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

2.23 FINAL INVOICE

In order for both parties herein to close their books and records, the respondent will clearly state "final invoice" on the CONTRACTOR's final/last billing to the COUNTY. This shall constitute respondent's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the respondent.

2.24 INSURANCE REQUIREMENTS

Prior to the effective date of the Contract, it shall be the responsibility of the successful respondent to provide evidence of the minimum amounts of insurance coverage specified in Attachment 1, Article 15, to Palm Beach County through the Contact Person set forth in Section 1.8, until otherwise notified by County.

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 coverages and limits (including endorsements) as described herein (see Attachment 1, Article 15). 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.

2.25 DRUG-FREE WORKPLACE CERTIFICATION

Respondents should submit with their submittal an executed Drug-Free Workplace Certification (Appendix E) indicating that the respondent has implemented a Drug-Free Workplace Program which meets the requirements of Section 287.087, F.S.

2.26 AUTHORIZED SIGNATURE

The authorized representative signature required on all submittals and the Contract must be made by an officer of the company (if applicable).

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

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

2.28 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

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

SECTION 3 SUBMITTAL REQUIREMENTS

SUBMITTAL FORMAT AND CONTENT

Format

Respondent **shall** submit one (1) unbound original, two (2) bound copies, and one (1) electronic copy in pdf (CD or flash drive) of the complete submittal. Submittals should be typed and submitted on 8 ½" x 11" size paper. Copies should be bound using a single method of fastening (e.g., stapled, binder, etc.). Submittals should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.

Table of Contents

Submittals should contain a Table of Contents. The Table of Contents outlines in sequential order all of the areas of the submittal and it allows for clarity and ease of review of the submittal.

Letter of Transmittal

Submittals should contain a Letter of Transmittal addressed to Johnny Joseph, Buyer, and should, at a minimum, contain the following:

- a. Identification of respondent, including name, address and telephone number.
- b. Proposed working relationship between respondent and subcontractors, if applicable.
- c. Name, title, address, telephone/fax numbers and e-mail address of contact person during period of submittal evaluation.
- d. Signed by a person authorized to bind respondent to the terms of the submittal.

Technical Submittal

Submittals shall contain all of the documents listed below, each fully completed, signed, and notarized as required. Failure of a respondent to provide the required information is considered sufficient cause to deem the submittal non-responsive.

The items(s) marked by an asterisk (*) should be a part of the submittal; however, if these items are omitted, the respondent must submit the item(s) upon request from the County within a time frame specified by the County (normally within two working days of request) or the submittal shall be deemed non-responsive. All other items must be submitted with the submittal or it shall be deemed non-responsive.

Notwithstanding these submittal requirements, the County reserves the right, at its sole discretion, to waive any minor irregularity relating to the submittal. Upon request, it shall be the responsibility of the respondent to address the determined minor irregularity within a time frame specified by the County (normally within two working days of request). Failure of a respondent to provide the required information within the specified time frame is considered sufficient cause to deem the submittal non-responsive.

Each of the following requirements should be addressed in separate sections of the submittal.

3.1 EXPERIENCE / QUALIFICATION / BACKGROUND / REFERENCES INFORMATION

3.1.1 Each respondent shall have a minimum of three (3) years experience in providing beverages, dispensing equipment, storage equipment, marketing, sponsorship and advertising assistance at waterparks, pools or similar facilities. The respondent shall submit a detailed statement of their experience, qualifications and background for providing services as specified in this RFS.

*3.1.2 Each respondent should submit a minimum of three (3) references demonstrating the successful provision of beverages, dispensing equipment, storage equipment, marketing, sponsorship and advertising assistance at waterparks, pools or similar facilities, within the past three (3) year(s).

Each reference should include the following:

- a. Name of client company, contact names, addresses, e-mail address, telephone/fax numbers, dollar amount of contracts and dates of service.
- b. Scope of Work, types of services performed and number of full-time staff provided.

3.2 PROJECT APPROACH / UNDERSTANDING INFORMATION

The respondent shall provide a detailed narrative description of its operational plan including, but not limited to, the following:

3.2.1 Overview of the operational tasks to be performed.

3.2.2 County resources that will be required to conduct the service.

3.2.3 Description of the types of carbonated, non-carbonated and non-alcoholic beverages (excluding frozen carbonated or non-carbonated beverages, and unflavored milk) to be provided.

3.2.4 Description of the dispensing products (lids and cups) of assorted sizes. Minimum requirement of paper cups-wax and plastic lids in assorted sizes to be provided.

3.2.5 Description of the type and quantity of equipment to be provided (including installation). Minimum equipment to be provided:

- Lake Lytal Pool: five (5) shelf display refrigerator (78”H x 30”W x 30”d), one (1) table top refrigerator (20” x 24”);
- Calypso Bay Waterpark: two (2) dispensing units with six (6) nozzles/flavors on each, one (1) table top refrigerator (20” x 24”); and
- Coconut Cove Waterpark: one (1) dispensing unit with six (6) nozzles/flavors, one (1) vending machine, one (1) cooler cart (48”H x 24”W x 21”D), one (1) table top refrigerator (20” x 24”).

Respondents shall provide maintenance of all equipment. Respondents shall submit their standard equipment placement agreement.

3.2.6 Outline the marketing, sponsorship and advertising assistance that the respondent will be providing, i.e., local partnerships for marketing opportunities that at a minimum meet the requirements specified in Section 4, Scope of Work/Services.

3.2.7 Describe any additional service or rebates that would add value to the County’s objective as set forth in this Scope of Work/Services.

3.2.8 Any other information the respondent feels is pertinent to their operational plan.

3.3 BUSINESS LOCATION / LOCAL PREFERENCE

Pursuant to Section 2-80.47 of the Palm Beach County Local Preference Code, unless prohibited by federal, state or local law or where prohibited under the conditions of any grant, the location of a business shall be addressed through the evaluation criteria set forth in this solicitation.

Respondent shall submit at the time of submittal submission the attached “Certification of Business Location” (Appendix D) (the “Certification”) together with a valid Business Tax Receipt issued by the Palm Beach County Tax Collector, unless the respondent is exempt from the Business Tax Receipt requirement by law, which will be used to verify that the respondent had a permanent place of business prior to the issuance of this Notice of Solicitation/Request for Submittal. The Palm Beach County Business Tax Receipt and the Certification are the sole determinant of Business Location/Local Preference eligibility. Errors in the completion of this Certification or failure to submit the completed Certification will cause the respondent to not receive a Business Location/Local Preference.

Provided a respondent does not qualify to receive an SBE preference, local respondents who submit the Certification, together with the required Business Tax Receipt at the time of submittal submission, shall receive five (5) points.

3.4 COMMERCIAL NON-DISCRIMINATION

As a condition of submitting a proposal to the County, the proposer agrees to comply with the County's Commercial Non-discrimination Policy as described in Resolution R2025-0748 as amended. In accordance with Palm Beach County Code Section 2-80.24, proposer hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution R2025-0748 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the proposal submitted by the proposer for this Solicitation, and to terminate any contract awarded based on the response.

At the time of proposal submission, the proposer shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

Indicate your agreement to the foregoing by signing the Price Proposal Page(s).

In accordance with Palm Beach County Code Section 2-80.24, this certification and agreement must be completed and submitted with the proposal for all solicitations
Required Appendices

3.5 PRICE SUBMITTAL INFORMATION

The respondent shall submit the attached Price Submittal Page(s) (Appendix A) filled out and signed. The respondent shall indicate the amount of money to be paid by the County during the Contract term.

Offers will receive up to the maximum points listed in 2.17 above, based upon the reasonableness of the total price and competitiveness of this amount with other offers received.

In order for the County to make payment, the Vendor's Legal Name, Vendor's Address and Vendor's TIN/FEIN Number on the Contractor's submittal and Contract must be exactly the same as it appears on the invoice and in the County's Vendor Self Service (VSS) system. Contractor **shall** send **ALL ORIGINAL** invoices to the following address and **may** send copies of invoices to the County's representative set forth in the Contract. Invoices submitted on carbon paper shall not be accepted.

PALM BEACH COUNTY
FINANCE DEPT.
P.O.BOX 4036
WEST PALM BEACH, FL 33402-4036

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

3.6 BUSINESS INFORMATION

Each respondent shall complete and submit the attached Business Information Page (Appendix B).

A completed "Certification Regarding Debarment and Suspension" (Appendix D) is required at time of submission of submittal. See Section 2.23.B of this RFS. Upon request, the successful respondent agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award

3.7 AMENDMENTS TO THE RFS

It is the respondent's responsibility to assure receipt of all Amendments. The respondent shall verify with the designated contact person, prior to submitting a submittal, the number of Amendments that have been received. Each Amendment to the RFS shall be signed by an authorized person and shall be submitted with the submittal or the submittal shall be deemed non-responsive.

3.8 HUMAN TRAFFICKING AFFIDAVIT

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

3.9 ADDITIONAL APPENDICES - ADDITIONAL INFORMATION

Information considered by the respondent to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Respondents are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief

3.10 LITIGATION HISTORY

Proposers shall list and provide the following:

1. All pending litigation against Palm Beach County.
 - a. Provide the case style and corresponding case number
2. All pending litigation where Proposer and Palm Beach County are parties.
 - a. Provide the case style and corresponding case number
3. All past litigation against Palm Beach County or where Proposer and Palm Beach County were parties.
 - a. Provide the case style and corresponding case number
4. All pending demands, protests, or requests for alternative dispute resolution pertaining to contracts and Projects with Palm Beach County.
 - a. Provide the Contract date and number, as well as the Project name and number
5. All Contract numbers/Project names and numbers where Proposer is actively, or has in the past, participating in alternative dispute resolution pertaining to Contract and Projects with Palm Beach County.
6. All pending litigation against any governmental entity.
 - a. Provide the full name of entity, case style, corresponding case number, and State and County.
7. All governmental entity names/agency names, Contract numbers, Project names and numbers, and corresponding dates where it has been or is currently alleged Bidder is in default of contract.
8. All governmental entity names/agency names, Contract numbers, Project names and numbers, and corresponding dates where Proposer was suspended as it related to performance of a Contract.
9. All pending litigation against any non-governmental entity where Proposer alleges

breach of contract against said entity:

- a. Provide the full name of entity, case style, corresponding case number, and State and County.

10. All past litigation against any non-governmental entity where Proposer alleged breach of contract against said entity:

- a. Provide the full name of entity, case style, corresponding case number, and State and County.

Failure to provide the above information with your response will deem the Proposer non responsive. Based on the information provided above, a Proposer may be deemed non responsible if in current litigation with Palm Beach County or any other governmental entity or has previously been in litigation with Palm Beach County or any other governmental entity within the past five (5) years with outcome. If case is still ongoing then status of the case.

3.11 RELATED ENTITIES

Proposers shall disclose if a proposed subcontractor or supplier is associated with or related to the entity as part of the ownership group, board or management of the entity responding to the solicitation.

SECTION 4 SCOPE OF WORK/SERVICES

4.1 PURPOSE

The CONTRACTOR will provide beverage products (excluding frozen carbonated beverages), dispensing equipment and storage equipment to the Parks and Recreation Department at designated waterparks and pool. Marketing, sponsorship, and advertising assistance to promote the waterparks and pool is to be provided in addition to the beverage products and necessary equipment.

4.2 CONTRACTOR'S REQUIREMENTS

The CONTRACTOR shall:

- 4.2.1 Provide product delivery service as requested by each facility, at a minimum of once per week, and equipment repair service as needed, between the hours of 9:00 a.m. - 5:00 p.m.

- 4.2.2 Provide at a minimum beverage products (excluding frozen carbonated beverages), as specified in Appendix A, Price Submittal Pages at the following locations:

Waterparks (Seasonal Operation - March through September)

- (1) Calypso Bay -151 Lamstein Lane, Royal Palm Beach, FL 33411
- (2) Coconut Cove - 20130 Regional Park Drive, Boca Raton, FL 33498

Pool (Continuous Operation - January through December)
Lake Lytal - 3645 Gun Club Road, West Palm Beach, FL 33406

- 4.2.3 Ensure that services comply with all pertinent codes and laws including, but not limited to, those governing the sale and distribution of food and beverage, and ensure that all applicable licenses and permits are maintained. All required licenses and/or permits shall be obtained at CONTRACTOR's own expense.
- 4.2.4 Supply dispensing equipment, beverage refrigerators and portable coolers, as needed, at all facilities. Minimum equipment to be provided:
- Lake Lytal Pool: Five (5) shelf display refrigerator (78"H x 30"W x 30"d), one (1) table top refrigerator (20" x 24");
 - Calypso Bay Waterpark: two (2) dispensing units with six (6) nozzles/flavors on each, one (1) table top refrigerator (20" x 24"); and
 - Coconut Cove Waterpark: one (1) dispensing unit with six (6) nozzles/flavors, one (1) vending machine, one (1) cooler cart (48"H x 24"W x 21"D), one (1) table top refrigerator (20" x 24").

CONTRACTOR shall provide maintenance of all equipment.

(Note: The Parks & Recreation Department reserves the right to inspect respondent(s) equipment to determine if it meets the required standards and codes, prior to contracting with respondent).

- 4.2.5 Provide marketing, sponsorship and advertising assistance (i.e., local partnerships for marketing opportunities) to the COUNTY to promote the designated waterparks and pool including, but not limited to, the following:
- a. Promote specified events, programs and activities of the waterparks and pool, in cooperation with Aquatics Division management.
 - b. Pay the COUNTY a sponsorship/rebate fee based on the amount of product purchased by the COUNTY on an annual basis.
 - c. Provide a minimum \$1,000 (value) annually in marketing funds to be mutually agreed upon, i.e. custom banners for each location annually at times to be mutually agreed upon.
 - d. Provide the use of mobile beverage wagons/trailers, with two (2) week notice, if available, at times to be mutually agreed upon during each year of the contract.

- 4.2.6 Maintain all equipment in good working condition, and replace equipment when necessary, or as requested by the COUNTY.
- 4.2.7 Respond and repair all equipment within twenty-four (24) hours of receiving a report, unless otherwise agreed to by the COUNTY.
- 4.2.8 Resolve complaints and service related problems in a timely manner

SECTION 5 ATTACHMENTS

ATTACHMENT 1	SAMPLE STANDARD CONTRACT
EXHIBIT A-	SCOPE OF WORK/SERVICES
EXHIBIT B-	CONTRACTOR PROPOSAL
EXHIBIT C -	AFFIRMATIVE PROCUREMENT INITIATIVES (“API”)
EXHIBIT D -	NON GOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

ATTACHMENT 1
SAMPLE STANDARD CONTRACT
CONTRACT FOR
Beverage Products and Services
(Contract No. 26-00156/JJ)

This Contract No. 26-00156/JJ is made as of this _____ day of _____, 2026, 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 (Contractor's Legal Name and Address) _____, (select the applicable type from the following types of entities describing Contractor) an individual, a partnership, a corporation, a limited liability company, or specify another authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

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

ARTICLE 1 - DEFINITIONS

- A. "Beverage" shall mean all carbonated and non-carbonated non-alcoholic beverages, including but not limited to soft drinks; mixers; flavored and unflavored packaged waters; fruit juices; fruit juice containing or flavored drinks; fruit punches and ads; isotonic and fluid replacement drinks; enhanced waters; tea drinks, fountain drink or beverage bases, whether in the form of syrups, powders, crystals, concentrates or otherwise, from which such drinks and beverages are made. Beverages shall not mean frozen carbonated or non-carbonated beverages, and unflavored milk.
- B. "Products" shall mean all the beverages and associated dispensing items that are provided or marketed by the CONTRACTOR.
- C. "Facility" shall include the grounds, all vending, locker rooms, food outlets and dining facilities of Calypso Bay Waterpark, Coconut Cove Waterpark and Lake Lytal Pool

ARTICLE 2 - SERVICES

The CONTRACTOR's responsibility under this Contract is to provide beverage products and services to the Parks and Recreation Department in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, CONTRACTOR's submittal dated July 29, 2026, both of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be James Davis, Director of Aquatics, telephone number (561) 966-6630 or designee.

The CONTRACTOR's representative/liaison during the performance of this Contract shall be (Name, Title) _____, telephone number _____.

ARTICLE 3 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibits A and C; (2) the provisions of RFS No. 26-0156 and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit B, CONTRACTOR's submittal dated July 29, 2026; and (4) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 4 - SCHEDULE

The CONTRACTOR shall commence services on August 17, 2026, and complete all services by August 16, 2031.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

ARTICLE 5 - PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out-of-pocket" expenses specified in paragraph C below (delete if not applicable) shall not exceed a total contract amount of One Hundred Twenty Five Thousand Dollars and no cents (\$125,000.00).

The CONTRACTOR shall notify the COUNTY's representative, in writing, when ninety percent (90%) of the "not-to-exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, no later than the 15th of the following month or as otherwise provided, at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work/Services. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. **Should this Contract have approved subcontractor(s), the CONTRACTOR shall reimburse the subcontractor(s) within ten (10) business days of receipt of payment from the County.**

- B CONTRACTOR shall send **ALL ORIGINAL** invoices to: PALM BEACH COUNTY FINANCE DEPT., P.O. BOX 4036, WEST PALM BEACH, FL 33402-4036, with a copy to the COUNTY's representative. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following approval by the COUNTY's representative. Invoices submitted on carbon paper shall not

be accepted. In order for the COUNTY to make payment, the CONTRACTOR must ensure that the following information included on Appendix B, Business Information, of Exhibit B, CONTRACTOR's Submittal, must be exactly the same as it appears on the invoice and in the COUNTY's Vendor Self Service (VSS) System, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>: Vendor's Legal Name, Vendor's Address, and Vendor's TIN/FEIN Number.

- C. Out of Pocket Expenses: Any out-of-pocket expenses, including travel, shall be included in the "not-to-exceed total contract amount" listed in Article 4.A. above. Out-of-pocket expenses will be reimbursed up to an amount not to exceed _____ Dollars and no *or* ____ cents (\$____), and in accordance with the list of the types and amount of expenditures eligible for reimbursement as set forth in CONTRACTOR's Submittal, Exhibit B. All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the COUNTY's Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, F.S.
- D. Contract Closeout Period: CONTRACTOR shall submit any pending invoice(s) and/or report(s), along with any required documents, to the County within forty-five (45) business days after the termination or expiration of the contract in order to close-out the contract ("Closeout Period"). These invoice(s) and/or report(s), including but not limited to vendor performance report(s), shall reflect work required and completed during the contract term. The County shall deem invoices received during and prior to the expiration of the Closeout Period as final billing for goods and services provided under the contract. CONTRACTOR'S failure to submit pending invoices during the Closeout Period shall serve as an admission that no pending invoices remain. Nothing herein shall limit the County's discretion to make the final determination whether payment may be made to successful Respondent after the expiration or termination of the contract.
- E. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR's will clearly state "final invoice" on the CONTRACTOR's final/last billing to the COUNTY. This shall constitute CONTRACTOR's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONTRACTOR.
- F. In order to do business with Palm Beach County, CONTRACTORS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Procurement Department's Vendor Self Service

(VSS) System, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If CONTRACTOR intends to use subcontractors/subconsultants, CONTRACTOR must also ensure that all subcontractors/subconsultants are registered as CONTRACTOR's consultants in VSS. All subcontractor/subconsultant agreements must include a contractual provision requiring that the subcontractor/subconsultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONTRACTOR and all of its subcontractors/subconsultants are registered in VSS.

ARTICLE 6 - ADVERTISING RIGHTS

- A. COUNTY hereby grants CONTRACTOR the exclusive right to advertise Beverages at the Facility in connection with the Facility.
- B. COUNTY agrees that its advertising shall be positioned at all times in such a manner that the advertising message in no way obscured (electronically or otherwise) and is clearly visible to the purchasing public and the media. The Products shall be prominently listed on all menu boards located at the Facility and all equipment dispensing Products shall be prominently identified with the appropriate trademarks/logos.
- C. COUNTY reserves the right to review and reject prior to placement any advertising which is determined to be reasonably offensive or disruptive or is in violation of any federal, state or local law, rule regulation or order.
- D. COUNTY agrees that all Products dispensed in cups will be dispensed in _____ trademark cups and that no other trademarked cups, coolers or containers will be permitted for Products.
- E. COUNTY further agrees CONTRACTOR shall have the right to market and promote Beverages in connection with the Facility including the use, subject to Article 5 subsection C, of the marks/logos of the Facility on a royalty-free basis. COUNTY acknowledges and agrees that such promotional activities may be conducted in conjunction with CONTRACTOR's customers; and CONTRACTOR will have the right to incorporate its customers' marks, logos and/or branded products with the Facility's marks/logos on any advertising, point-of-sale, packaging, or premium items or materials. COUNTY hereby grants CONTRACTOR a license to use the Facility's marks/logos on a royalty-free basis for the limited purposes of promoting Products as provided herein in conjunction with promotions related to COUNTY's Facility. COUNTY agrees to work with CONTRACTOR on a case-by-case basis to assist in promotions conducted by CONTRACTOR with its customers.

ARTICLE 7 - SPONSORSHIP/REBATE

- A. Promote specified events, programs and activities of the waterparks and pool, in cooperation with Aquatics Division management.
- B. In consideration of the rights and benefits granted by the COUNTY to the CONTRACTOR, the CONTRACTOR agrees to pay COUNTY a sponsorship/rebate fee. The first annual sponsorship/rebate fee shall be due within ninety (90) days of the date the Contract is fully executed, and subsequent annual sponsorship/rebate fees shall be due within ninety (90) days of the effective date of each contract year.
- C. CONTRACTOR shall provide a minimum \$1,000.00 (value) annually in marketing funds to be mutually agreed upon, i.e., custom banners for each location annually at times to be mutually agreed upon.
- D. CONTRACTOR shall provide the use of mobile beverage wagons/trailers, with two (2) week notice, if available, at times to be mutually agreed upon during each year of the contract.

ARTICLE 8 - COMPETITIVE PRODUCTS

- A. No Competitive Products shall be sold, dispensed, sampled or served anywhere at the Facility.
- B. No permanent or temporary advertising, signage or trademark visibility for the Competitive Products will be displayed or permitted anywhere at the Facility.
- C. COUNTY will not enter into any agreement or relationship whereby any Competitive Products are associated in any manner with the Facility, in any advertising or promotional activity of any kind.
- D. Should COUNTY learn of any Competitive Products advertising or promoting any association or Third Party with the Facility, COUNTY will use its best efforts to stop such advertising or promotion to protect the exclusive associational rights granted to CONTRACTOR in this Agreement

ARTICLE 9 - EQUIPMENT

CONTRACTOR will lend to COUNTY, free of charge, the Beverage dispensing equipment ("Equipment"), CONTRACTOR deems reasonably necessary to dispense Products at the Facility pursuant to the CONTRACTOR's standard equipment placement agreement, which is attached hereto and incorporated herein by reference as Exhibit B. CONTRACTOR will provide reasonable free service to the Equipment.

ARTICLE 10 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

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

ARTICLE 11 - TRUTH-IN-NEGOTIATION CERTIFICATE/MOST FAVORED CUSTOMER

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

The said rates and costs may be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 6 within three (3) years following final payment.

Furthermore, the CONTRACTOR warrants that the price(s) may not exceed the CONTRACTOR's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the CONTRACTOR offers more favorable pricing to one of its customer(s), the CONTRACTOR may extend to the COUNTY the same pricing or the then current market price, whichever is lower.

ARTICLE 12 - TERMINATION

- A. 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.
- B. This Contract may also be terminated, in whole or in part, by the COUNTY, **with cause** upon five (5) business days written notice to the CONTRACTOR or **without cause** upon ten (10) business days written notice to the CONTRACTOR. Unless

the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.

- C. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONTRACTOR shall:
1. Stop work on the date and to the extent specified.
 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 13 - 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 hereinunder 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 B, attached hereto and incorporated herein, 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) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 14 - 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 R-2013-1470, R-2015-0572, and R2024-0549, as amended. The CONTRACTOR is solely responsible for understanding 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) (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 15 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek additional small business enterprises (SBEs) for participation in subcontracting opportunities. If the CONTRACTOR uses any subcontractors on this project, the following provisions of this Article shall apply:

- A. If the CONTRACTOR uses subcontractors, CONTRACTOR must ensure that all subcontractors are registered as vendors in the COUNTY's Vendor Self Service System. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in the COUNTY's Vendor Self Service System.
- B. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 16 - SMALL BUSINESS DEVELOPMENT PROGRAM COMPLIANCE – PENALTIES

It is the policy of the Board of County Commissioners that all segments of its business population including, but not limited to, small, local, owned businesses, have an equitable opportunity to participate in the COUNTY's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board of County Commissioners adopted an Small Business Development (SBD) Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The SBD Ordinance sets forth the COUNTY's requirements for the SBD program, and is incorporated herein and made part of this Contract. Non-compliance with the SBE Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the SBE Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the SBE Program compliance;
- Suspension or debarment of CONTRACTOR from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of SBE participation as committed to in the Contract, and the dollar value of SBE participation as actually achieved, if applicable.

The CONTRACTOR must adhere to the Affirmative Procurement Initiatives (APIs), if any, as incorporated herein as Exhibit C. Failure to comply with this Article 12 is a material breach of this Contract.

CONTRACTOR shall report all subcontractor payment information on SBE Schedules 3(A) and 4, or as otherwise required by SBE , and, when the SBD portal is available, input subcontractor payment information directly into the COUNTY's contract management system.

CONTRACTOR shall pay subcontractors undisputed amounts within ten (10) days after COUNTY pays the CONTRACTOR. In the event of a disputed invoice, the CONTRACTOR shall send the subcontractor(s) and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

- ii. CONTRACTOR must notify the Office of Small Business Development (OSBD) of changes in SBE utilization and get prior approval for any substitutions.

The CONTRACTOR agrees to pay its subcontractors/subconsultants in compliance with the Florida Prompt Payment Act. In the event CONTRACTOR fails to comply with payments(s) to its subcontractors/subconsultants in accordance with the Florida Prompt Payment Act, CONTRACTOR shall be subject to any and all penalties and sanctions

available under the terms of the SBE Program, its contract with the COUNTY, or any other applicable law.

The Office of Small Business Development (OSBD) has the right to review CONTRACTOR's records and interview subcontractors/subconsultants.

Failure to comply with this Article 12 is a material breach of this Contract.

ARTICLE 17 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide 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 18 - AVAILABILITY OF FUNDS

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

ARTICLE 19 - INSURANCE REQUIREMENTS

Prior to execution of this Contract, the CONTRACTOR shall provide evidence of the following minimum required insurance coverage and limits (such as through a Certificate of Insurance) to COUNTY, c/o Procurement Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Johnny Joseph, Buyer, until otherwise notified by the COUNTY.

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 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 **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Additional Insured Clause:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
- C. **Business 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 and shall provide either an affidavit or a letter on company letterhead signed by the CONTRACTOR indicating either the CONTRACTOR does not own any vehicles, and if vehicles are acquired throughout the term of the Contract, CONTRACTOR agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- D. **Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- D. **Professional Liability:** CONTRACTOR shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$1,000,000** Per Occurrence. 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 preceded 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 life of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years. 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.
- F. **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.

- G. **Certificates of Insurance:** Prior to each subsequent renewal of this Contract, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the CONTRACTOR shall deliver to the COUNTY a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in force and effect. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
Insurance Compliance
PO Box 100085 – DX
Duluth, GA 30096

- H. **Umbrella or Excess Liability:** If necessary, CONTRACTOR may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under the Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for either Commercial General Liability or Business Auto Liability. CONTRACTOR agrees to endorse COUNTY as an “Additional Insured” on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a pure/true “Follow-Form” basis.
- I. **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, coverages, or endorsements, herein from time to time throughout the term of this Contract. 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.

ARTICLE 20 - INDEMNIFICATION

CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, 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 21 - DIGITAL ACCESSIBILITY COMPLIANCE

CONTRACTOR acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. CONTRACTOR represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Agreement that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

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

Failure to comply with this subsection shall constitute a material breach of this Agreement.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. 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. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall

it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 23 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all 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 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 24 - 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 or services required hereunder, as provided for in Chapter 112, Part III, F.S. and the Palm Beach County Code of Ethics. The CONTRACTOR further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONTRACTOR's judgment 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 25 - PERFORMANCE DURING EMERGENCIES / 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 subcontractor(s), 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.

Notwithstanding anything in the foregoing to the contrary, the CONTRACTOR agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, the COUNTY shall be given "first priority" for all goods and services under this Contract. CONTRACTOR agrees to provide all goods and services to the COUNTY immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this Contract on a "first priority" basis. CONTRACTOR shall furnish a 24-hour phone number to the COUNTY. Failure to provide the goods or services to the COUNTY on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of Contract and subject the CONTRACTOR to sanctions from doing further business with the COUNTY.

ARTICLE 26 - ARREARS

The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, 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 27 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

The CONTRACTOR agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Contract which have been created as a part of the CONTRACTOR's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONTRACTOR or by or in conjunction or consultation with any other party

whether or not a party to this Contract, whether or not in privity of contract with the COUNTY or CONTRACTOR, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, F.S., 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 bases, reports and other data developed or purchased under this Contract for the COUNTY, 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.

ARTICLE 28 - 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 other than specifically provided for in this Contract

ARTICLE 29 - CONTINGENT FEE

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 30 - PUBLIC RECORDS, ACCESS AND AUDITS

The COUNTY shall have the right to request and review CONTRACTOR's books and records to verify CONTRACTOR's compliance with this Contract, adherence to the EBO Program and its submittal. The COUNTY shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. CONTRACTOR shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for five (5) years after project completion date, The COUNTY and the Palm Beach County Inspector General shall have access to such records as required in this Article for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years.

Notwithstanding anything contained herein, as provided under Section 119.0701, 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, F.S., 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 (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 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. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- 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, 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 or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

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. Failure of the CONTRACTOR to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE 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 27 - NON-DISCRIMINATION

A. Employer Non-Discrimination

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 amended, the CONTRACTOR warrants and represents that throughout the term of the Contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

B. Commercial Non-Discrimination

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 R2025-0748, as 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 31 - 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 32 - 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 33 - 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 consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 34 - SCRUTINIZED COMPANIES

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 consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if 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.

ARTICLE 35 - 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 36 - NOTICE

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

Jessica Comis, Director
Procurement, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With a copy to:

Jennifer Cirillo, Director
Parks and Recreation Department, Palm Beach County
2700 6th Avenue South
Lake Worth, FL 33461

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

ARTICLE 37 - 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 the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 35 Modifications of Work.

ARTICLE 38 - 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 39 - 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 40 - 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 subconsultants performing the duties and obligations of this Contract are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONTRACTOR shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONTRACTOR shall maintain a copy of any such affidavit from a subconsultant for, at a

minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONTRACTOR's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONTRACTOR to terminate its contract with the subconsultant and CONTRACTOR shall immediately terminate its contract with the subconsultant. 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 41 – DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

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

ARTICLE 42 – PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING – F.S. 287.05701

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

ARTICLE 43 – HUMAN TRAFFICKING AFFIDAVIT

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

THE REST OF THIS PAGE WAS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Director of Procurement of Palm Beach County, Florida, on behalf of the COUNTY, and the CONTRACTOR have executed this Contract on the day and year above written.

PALM BEACH COUNTY, FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY JESSICA COMIS
PROCUREMENT DIRECTOR

Jessica Comis, Director

WITNESSES:

CONTRACTOR:

Signature

Company Name

Name (type or print)

BY:

Signature

Signature

Typed Name

Name (type or print)

Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

EXHIBIT A
SCOPE OF WORK/SERVICES
Contract No. 26-0156/JJ
(To be completed upon Award of Contract)

EXHIBIT B
CONTRACTOR'S SUBMITTAL
Dated _____
Contract No. 26-0156/JJ
(To be added upon Award of Contract)

EXHIBIT C
AFFIRMATIVE PROCUREMENT INITIATIVES (“API”s) FOR
GOODS AND OTHER SERVICES
Contract No. 26-0156/JJ

The API(s) approved for this project is listed below.

SBE Evaluation Preference for SBE Prime Respondents – Goods and Other Services
Contracts (Ord. 2-80.24(3)(a)
Option 1)

Up to 15% of the total evaluation points are reserved to SBE prime respondents

An SBE Evaluation Preference of up to 15 percent (15%) of the total number of available evaluation points for scoring of proposals shall be reserved for SBE prime respondents Goods and on Other Services Contracts

CONTRACT EXHIBIT D
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 _____, County of _____

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 _____ at large

(Notary Seal)

SECTION 6 APPENDICES

- APPENDIX A - PRICE (OR REVENUE) SUBMITTAL PAGE(S)
- APPENDIX B - BUSINESS INFORMATION
- APPENDIX C - OSBD SCHEDULES 1, 2, 3(A), 4
- APPENDIX D - CERTIFICATION OF BUSINESS LOCATION
- APPENDIX E - DRUG-FREE WORKPLACE CERTIFICATION

**APPENDIX A
PRICE SUBMITTAL PAGES
RFS NO. 26-0156/JJ**

Page 1 of 11

The following pricing is submitted as the all inclusive pricing and sponsorship/rebate offer to provide the Parks and Recreation Department with beverage products and services in accordance with the Requirements/Scope of Work/Services set forth in this RFS document for each of the following years.

**FIRST YEAR PRICING
PRODUCTS - BOTTLE/CAN PRICING**

	<u>Products</u>	<u>Unit Per Case</u>	<u>Cost Per Case</u>
1.	20 Ounce Bottles - Water		
2.	20 Ounce Bottles - Various - Enhanced Water		
3.	20 Ounce Bottles - Premium Water		
4.	20 Ounce Bottles - Carbonated Beverage Various		
5.	20 Ounce Bottles - Isotonic and Fluid Replacement Beverage		
6.	20 Ounce Bottles - Non-Carbonated Beverage		
7.	20 Ounce Bottles - Lemonade		
8.	20 Ounce Bottles - Fruit Punch		
9.	20 Ounce Bottles - Ice Tea		
10.	16 Ounce Bottles - Various Non-Carbonated Juices		
11.	16.9 Ounce - Specialty Beverage		
12.	12 Ounce - Specialty Youth Beverage		
13.	12 Ounce cans - Various Carbonated Beverage		
14.	13.7 Ounce Bottles - Iced Coffee		

**APPENDIX A
PRICE SUBMITTAL PAGES
RFS NO. 26-0156/JJ**

Page 2 of 11

**FIRST YEAR PRICING
PRODUCTS - PAPER PRODUCTS**

	<u>Other Products</u>	<u>Unit Per Case</u>	<u>Cost Per Case</u>
1.	12 oz. cups		
2.	16 oz. cups		
3.	24 oz. cups		
4.	32 oz. cups		
5.	12 oz. lids		
6.	16 oz. lids		
7.	24 oz. lids		
8.	32 oz. lids		

PRODUCTS - FOUNTAIN

	<u>Other Products</u>	<u>Cost Each</u>
1.	5 Gallon Post-Mix BIB - carbonated	
2.	2.5 Gallon Post-Mix BIB - carbonated	

SPONSORSHIP/REBATE

1.	
2.	
3.	
4.	

**APPENDIX A
PRICE SUBMITTAL PAGES
RFS NO. 26-0156/JJ**

Page 3 of 11

**SECOND YEAR PRICING
PRODUCTS - BOTTLE/CAN PRICING**

	<u>Products</u>	<u>Unit Per Case</u>	<u>Cost Per Case</u>
1.	20 Ounce Bottles - Water		
2.	20 Ounce Bottles - Various - Enhanced Water		
3.	20 Ounce Bottles - Premium Water		
4.	20 Ounce Bottles - Carbonated Beverage Various		
5.	20 Ounce Bottles - Isotonic and Fluid Replacement Beverage		
6.	20 Ounce Bottles - Non-Carbonated Beverage		
7.	20 Ounce Bottles - Lemonade		
8.	20 Ounce Bottles - Fruit Punch		
9.	20 Ounce Bottles - Ice Tea		
10.	16 Ounce Bottles - Various Non-Carbonated Juices		
11.	16.9 Ounce - Specialty Beverage		
12.	12 Ounce - Specialty Youth Beverage		
13.	12 Ounce cans - Various Carbonated Beverage		
14.	13.7 Ounce Bottles - Iced Coffee		

**APPENDIX A
PRICE SUBMITTAL PAGES
RFS NO. 26-0156/JJ**

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**SECOND YEAR PRICING
PRODUCTS - PAPER PRODUCTS**

	<u>Other Products</u>	<u>Unit Per Case</u>	<u>Cost Per Case</u>
1.	12 oz. cups		
2.	16 oz. cups		
3.	24 oz. cups		
4.	32 oz. cups		
5.	12 oz. lids		
6.	16 oz. lids		
7.	24 oz. lids		
8.	32 oz. lids		

PRODUCTS - FOUNTAIN

	<u>Other Products</u>	<u>Cost Each</u>
1.	5 Gallon Post-Mix BIB - carbonated	
2.	2.5 Gallon Post-Mix BIB - carbonated	

SPONSORSHIP/REBATE

1.	
2.	
3.	
4.	

**APPENDIX A
PRICE SUBMITTAL PAGES
RFS NO. 26-0156/JJ**

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**THIRD YEAR PRICING
PRODUCTS - BOTTLE/CAN PRICING**

	<u>Products</u>	<u>Unit Per Case</u>	<u>Cost Per Case</u>
1.	20 Ounce Bottles - Water		
2.	20 Ounce Bottles - Various - Enhanced Water		
3.	20 Ounce Bottles - Premium Water		
4.	20 Ounce Bottles - Carbonated Beverage Various		
5.	20 Ounce Bottles - Isotonic and Fluid Replacement Beverage		
6.	20 Ounce Bottles - Non-Carbonated Beverage		
7.	20 Ounce Bottles - Lemonade		
8.	20 Ounce Bottles - Fruit Punch		
9.	20 Ounce Bottles - Ice Tea		
10.	16 Ounce Bottles - Various Non-Carbonated Juices		
11.	16.9 Ounce - Specialty Beverage		
12.	12 Ounce - Specialty Youth Beverage		
13.	12 Ounce cans - Various Carbonated Beverage		
14.	13.7 Ounce Bottles - Iced Coffee		

**APPENDIX A
PRICE SUBMITTAL PAGES
RFS NO. 26-0156/JJ**

Page 6 of 11

**THIRD YEAR PRICING
PRODUCTS - PAPER PRODUCTS**

	<u>Other Products</u>	<u>Unit Per Case</u>	<u>Cost Per Case</u>
1.	12 oz. cups		
2.	16 oz. cups		
3.	24 oz. cups		
4.	32 oz. cups		
5.	12 oz. lids		
6.	16 oz. lids		
7.	24 oz. lids		
8.	32 oz. lids		

PRODUCTS - FOUNTAIN

	<u>Other Products</u>	<u>Cost Each</u>
1.	5 Gallon Post-Mix BIB - carbonated	
2.	2.5 Gallon Post-Mix BIB - carbonated	

SPONSORSHIP/REBATE

1.	
2.	
3.	
4.	

**APPENDIX A
PRICE SUBMITTAL PAGES
RFS NO. 26-0156/JJ**

Page 7 of 11

**FOURTH YEAR PRICING
PRODUCTS - BOTTLE/CAN PRICING**

	<u>Products</u>	<u>Unit Per Case</u>	<u>Cost Per Case</u>
1.	20 Ounce Bottles - Water		
2.	20 Ounce Bottles - Various - Enhanced Water		
3.	20 Ounce Bottles - Premium Water		
4.	20 Ounce Bottles - Carbonated Beverage Various		
5.	20 Ounce Bottles - Isotonic and Fluid Replacement Beverage		
6.	20 Ounce Bottles - Non-Carbonated Beverage		
7.	20 Ounce Bottles - Lemonade		
8.	20 Ounce Bottles - Fruit Punch		
9.	20 Ounce Bottles - Ice Tea		
10.	16 Ounce Bottles - Various Non-Carbonated Juices		
11.	16.9 Ounce - Specialty Beverage		
12.	12 Ounce - Specialty Youth Beverage		
13.	12 Ounce cans - Various Carbonated Beverage		
14.	13.7 Ounce Bottles - Iced Coffee		

**APPENDIX A
PRICE SUBMITTAL PAGES
RFS NO. 26-0156/JJ**

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**FOURTH YEAR PRICING
PRODUCTS - PAPER PRODUCTS**

	<u>Other Products</u>	<u>Unit Per Case</u>	<u>Cost Per Case</u>
1.	12 oz. cups		
2.	16 oz. cups		
3.	24 oz. cups		
4.	32 oz. cups		
5.	12 oz. lids		
6.	16 oz. lids		
7.	24 oz. lids		
8.	32 oz. lids		

PRODUCTS - FOUNTAIN

	<u>Other Products</u>	<u>Cost Each</u>
1.	5 Gallon Post-Mix BIB - carbonated	
2.	2.5 Gallon Post-Mix BIB - carbonated	

SPONSORSHIP/REBATE

1.	
2.	
3.	
4.	

**APPENDIX A
PRICE SUBMITTAL PAGES
RFS NO. 26-0156/JJ**

Page 9 of 11

**FIFTH YEAR PRICING
PRODUCTS - BOTTLE/CAN PRICING**

	<u>Products</u>	<u>Unit Per Case</u>	<u>Cost Per Case</u>
1.	20 Ounce Bottles - Water		
2.	20 Ounce Bottles - Various - Enhanced Water		
3.	20 Ounce Bottles - Premium Water		
4.	20 Ounce Bottles - Carbonated Beverage Various		
5.	20 Ounce Bottles - Isotonic and Fluid Replacement Beverage		
6.	20 Ounce Bottles - Non-Carbonated Beverage		
7.	20 Ounce Bottles - Lemonade		
8.	20 Ounce Bottles - Fruit Punch		
9.	20 Ounce Bottles - Ice Tea		
10.	16 Ounce Bottles - Various Non-Carbonated Juices		
11.	16.9 Ounce - Specialty Beverage		
12.	12 Ounce - Specialty Youth Beverage		
13.	12 Ounce cans - Various Carbonated Beverage		
14.	13.7 Ounce Bottles - Iced Coffee		

**APPENDIX A
PRICE SUBMITTAL PAGES
RFS NO. 26-0156/JJ**

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**FIFTH YEAR PRICING
PRODUCTS - PAPER PRODUCTS**

	<u>Other Products</u>	<u>Unit Per Case</u>	<u>Cost Per Case</u>
1.	12 oz. cups		
2.	16 oz. cups		
3.	24 oz. cups		
4.	32 oz. cups		
5.	12 oz. lids		
6.	16 oz. lids		
7.	24 oz. lids		
8.	32 oz. lids		

PRODUCTS - FOUNTAIN

	<u>Other Products</u>	<u>Cost Each</u>
1.	5 Gallon Post-Mix BIB - carbonated	
2.	2.5 Gallon Post-Mix BIB - carbonated	

SPONSORSHIP/REBATE

1.	
2.	
3.	
4.	

**APPENDIX A
PRICE SUBMITTAL PAGES
RFS NO. 26-0156/JJ**

Page 11 of 11

The Respondent certifies by signature below the following:

- a. This pricing is current, accurate, complete, and is presented as the Total Pricing, including “out-of-pocket” expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFS.
- b. This Submittal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFS.
- c. The Submittal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Submittal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the respondent at any time during the solicitation process and in any form deemed necessary by the County.
- e. The information in Section 3.4 Commercial Non-Discrimination Certification is true and correct to the best of the Respondent’s knowledge.
- f. There are no legal proceedings required to be disclosed, as required by Section 3.4 Commercial Non-Discrimination, except as disclosed in Respondent’s submittal, if any.

Note: Failure to certify and submit the required information, if applicable, shall deem your submittal non-responsive.

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE SUBMITTAL RESPONSE.

NAME (PRINT): _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO. _____

SIGNATURE: _____

**APPENDIX B
BUSINESS INFORMATION
RFS NO. 26-0156/JJ**

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

Entity Address: _____

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

Form of Entity:

- Corporation
- Limited Liability Company
- Partnership, General
- Partnership, Limited
- Joint Venture
- Sole Proprietorship

Federal I.D. Number: _____

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

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

(2) Is Entity registered to do business in the State of Florida? Yes No

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

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Respondent acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: _____

NAME (PRINT): _____

TITLE: _____

COMPANY: _____

APPENDIX C
OSBD SCHEDULES 1, 2, 3(A), & 4
RFS NO. 26-0156/JJ

OSBD SCHEDULE 1*

SOLICITATION/PROJECT/BID NAME: _____ SOLICITATION/PROJECT/BID NO.: _____

SOLICITATION OPENING/SUBMITTAL DATE: _____ COUNTY DEPARTMENT: _____

Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT* ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: _____ ADDRESS: _____

CONTACT PERSON: _____ PHONE NO.: _____ E-MAIL: _____

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: _____
 SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE SBE

Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories)		<u>DOLLAR AMOUNT OR PERCENTAGE OF WORK</u>
	<u>Non-SBE</u>	<u>SBE</u>	
1.	<input type="checkbox"/>	<input type="checkbox"/>	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____

(Please use additional sheets if necessary)

Total _____

Total Bid/Offer Price \$ _____

Total Certified SBE Participation \$ _____

I hereby certify that the above information is accurate to the best of my knowledge: _____

Name & Authorized Signature

Title

- Note:**
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OSBD Affirmative Procurement Initiative (API). Please
 - Modification of this form is not permitted and will be rejected upon submittal.
 - If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation.

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

OSBD LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: _____

Prime Contractor: _____ Subcontractor: _____

(Check box(s) that apply)

SBE Non-SBE Supplier

Date of Palm Beach County Certification (if applicable): _____

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Print Name of Prime

Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

By: _____
Authorized Signature

Print Name

Print Name

Title

Title

Date: _____

Date: _____

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

**OSBD Schedule 3(A)*
PROFESSIONAL SERVICES ACTIVITY REPORT**

Date: _____
Project Name: _____
Project No.: _____ BCC Resolution No.: _____
Original Contract Amt.: \$ _____ Amended Contract Amt.: \$ _____
CSA Project Name: _____
CSA Project No.: _____ CSA Project Amt.: \$ _____
CSA BCC Resolution No. (If applicable): _____ CSA Payment Application No.: _____

Prime Consultant: _____ Contact Person: _____
Project Name: _____
Phone # _____ Email: _____
Amount Paid to Date: _____
Total Percentage of work performed to date by Prime: _____

SUB-CONSULTANTS

1. Firm Name: _____
Contract Amount: \$ _____ Start Date: _____
Amount Paid to Date: _____ % Completed: _____

2. Firm Name: _____
Contract Amount: \$ _____ Start Date: _____
Amount Paid to Date: _____ % Completed: _____

3. Firm Name: _____
Contract Amount: \$ _____ Start Date: _____
Amount Paid to Date: _____ % Completed: _____

4. Firm Name: _____
Contract Amount: \$ _____ Start Date: _____
Amount Paid to Date: _____ % Completed: _____

5. Firm Name: _____
Contract Amount: \$ _____ Start Date: _____
Amount Paid to Date: _____ % Completed: _____

I hereby certify that the above is accurate to the best of my knowledge.

Signature

Title

***Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025**

OSBD SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION*

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. **All named Subcontractors/ subconsultants tiers on this form must also complete and submit a separate Schedule 4 after receipt of payment.**

Project Name _____ Project No. _____

Dept. _____ Task/Work/Delivery/Purchase Order No. _____

Prime Contractor _____ Vendor Code _____

Invoice No. (Paid by County) _____ Date Paid ____/____/____

Subcontractor _____ Vendor Code _____

Payment \$ _____ Subcontractor Invoice No. _____ Date Paid ____/____/____ (Final)

If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

_____ Price or Percentage: _____
 Name of 2nd/3rd tier Subcontractor/subconsultant

By: _____
 (Signature of Subcontractor/subconsultant)

_____ (Name & Title of Person executing on behalf of Subcontractor/subconsultant)

STATE OF FLORIDA
 COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, _____ (year), by _____ (name of person acknowledging).

 Notary Public, State of Florida

 Print, Type or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification Type of Identification _____

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025.

APPENDIX D

CERTIFICATION OF BUSINESS LOCATION

RFS NO. 26-0156/JJ

In accordance with the Palm Beach County Local Preference Code, a preference may be given to: (1) respondents having a permanent place of business in Palm Beach County ("County"); or (2) respondents having a permanent place of business in the Glades that are able to provide the goods, services or construction to be utilized or built within the Glades. To receive a local preference, respondents must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of any solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the respondent to provide the goods/services to be purchased, and will be used to verify that the respondent had a permanent place of business prior to the issuance of the solicitation. The respondent must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of submittal submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the respondent to not receive a local preference.

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

I. Respondent is a:

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

(Please indicate):

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

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

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

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

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

_____, of

(Title/Position)

(Firm Name of Respondent)

REVISED
09/22/2022

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

APPENDIX E
DRUG-FREE WORKPLACE CERTIFICATION
RFS NO. 26-0156/JJ

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 submittals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's procurement 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
(Individual's Name)

_____ 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