### **INVITATION TO BID**

FOR

JANITORIAL SERVICES

BID No.: 25-001

1949

BID OPENING DATE: February 25, 2025 BID OPENING TIME: 2:00 P. M. (LOCAL TIME)

#### **INVITATION TO BID**

**FOR** 

JANITORIAL SERVICES BID No.: 25-001

Bids must be received by 2:00 PM on February 25, 2025 in a sealed envelope clearly labeled "BID # 25-001: JANITORIAL SERVICES" and delivered to:

Town of Highland Beach Clerk's Office c/o Skender Coma, Senior Management Analyst 3614 South Ocean Blvd., Highland Beach, Florida 33487

#### **LOBBYING / CONE OF SILENCE**

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Highland Beach imposes a Cone of Silence. A cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response and shall remain in effect until Town Commission awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of Town Commission or their staff, the Manager, any employee of Highland Beach authorized to act on behalf of Highland Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Senior Management Analyst or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the Town Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Highland Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

Any questions relative to any item(s) or portion of this bid should be directed to Skender Coma, Senior Management Analyst, E-mail: scoma@highlandbeach.us.

#### **SCOPE OF BID:**

The Town of Highland Beach is seeking qualified contractors to provide janitorial services, including all labor, materials, and equipment necessary to fulfill the scope of work below:

#### **FACILITIES**

Library – 10,338 sq ft Town Hall/Police Dept. – 11,125 sq ft Water Treatment Plant/Building Dept. – 19,840 sq ft Fire Station Administration – 3,200 sq ft

#### **DAILY CLEANING - ALL COMMON AREAS**

TRASH REMOVAL: All trash receptacles and recycling bins will be emptied and brought to the designated trash collection point. Liners will be replaced as necessary.

VACUUMING: All carpeted areas and mats will be fully vacuumed daily; this includes all edges. Spot removal will be performed as needed.

FLOORING: All hard surfaces will be swept/dust mopped daily. Any area with spillage or footprints will be damp mopped as needed with disinfectant. Mop water will be changed as required, but in no case less than daily, to prevent the formation of offensive odors.

WIPING: All horizontal surfaces will be damp wiped as needed to remove spillage, coffee rings and other stains.

DUSTING: All horizontal surfaces will be thoroughly dusted daily. This includes desk tops, counter tops, file cabinets, book cases, shelves, window sills, chairs, tables, pictures, telephones, cubicle partitions, louvers, statuary and all other manner of furnishings.

ENTRYWAYS/DOORS/WINDOWS: Spot clean fingerprints from glass, painted surfaces, door plates, knobs, push bars and frames as needed. This includes the emptying of cigarette urns that are located near the entryways of the common areas.

APPLIANCES CLEANING: Spot clean the exterior of refrigerators, stoves, stove hoods, toaster ovens, coffee makers, microwaves and other small kitchen appliances. This includes the cleaning and polishing of drinking fountains.

#### **WEEKLY CLEANING - ALL COMMON AREAS**

VACUUMING: Thorough vacuuming of all carpeted areas and mats to include all edges, corners and beneath office furnishings. Spot removal will be performed as needed.

FLOORING: All hard surfaces will be thoroughly swept/dust mopped to include edges, corners and beneath office furnishings. Damp mopping will be performed as needed. Buffing of hard surfaces will occur to present the best possible appearance.

DUSTING/WIPING: All vertical surfaces will be dusted and/or damp wiped as needed. This includes desks, file cabinets, bookcases, shelves, window trim, chairs, table legs, pictures, telephones, cubicle partitions, louvers, statuary and all other manner of furnishings. This also includes removal of smudges and fingerprints from light switches and backplates.

ENTRYWAYS/DOORS/WINDOWS: Deep clean fingerprints from glass, painted surfaces, door plates, door trim and thresholds, knobs, handles, push bars and frames to present the best possible appearance.

APPLIANCES CLEANING: Deep clean the exterior of refrigerators, stoves, stove hoods, toaster ovens, coffee makers, microwaves and other small kitchen appliances to present the best possible appearance.

VENTS: All exhaust, return and air conditioning supply vents will be cleaned to remove any accumulation of dust.

#### **MONTHLY CLEANING – ALL COMMON AREAS**

FLOOR MOLDING: Clean rubber cove and wood baseboard moldings to remove scuff marks and/or dust.

DUSTING/WIPING: Dust high, difficult to reach areas, not included in daily and weekly services to remove dust and cobwebs from these locations. (e.g. – light fixtures, vaulted ceilings, etc.) The cleaning of Venetian and vertical blinds will be included in this task.

#### **DAILY SERVICES – ALL RESTROOMS**

TRASH REMOVAL: All trash receptacles will be emptied and brought to the designated trash collection point. This includes sanitary napkin holders. Liners will be replaced as necessary.

RE-STOCKING: All products such as paper towels, toilet tissue, toilet seat covers, sanitary napkins, urinal blocks or mats and hand soap will be refilled or replaced as needed.

FLOORING: All tiled surfaces will be damp mopped and rinsed with a disinfectant. Mop water will be changed as required, but in no case less than daily, to prevent the formation of offensive odors.

WALLS/PARTITIONS: All tiled and painted surfaces such as, but not necessarily limited to, partitions, stall doors and shower stalls, will be wiped down and/or cleaned as necessary. All splash marks and spots will be removed.

MIRRORS: All mirrors will be cleaned and polished as necessary.

OTHER SURFACES: All dispensers, shelves, lockers and other exposed surfaces shall be cleaned as needed with an appropriate product.

TOILETS & URINALS: Will be cleaned and sanitized inside and outside. This includes toilet seats and flushometers. Work will be polished to a bright finish.

SINKS, BASINS & FAUCETS: Will be scoured, cleaned and sanitized. Work will be polished to a bright finish

#### **WEEKLY SERVICES – ALL RESTROOMS**

FLOORING: All tiled surfaces will be thoroughly mopped and rinsed with a disinfectant. Mop water will be fresh to prevent the formation of offensive odors. Replace mop heads as necessary.

WALLS/PARTITIONS: All tiled and painted surfaces such as, but not necessarily limited to, partitions, stall doors and shower stalls, will be wiped down and/or cleaned as necessary. Any traces of mold or mildew will be removed.

MIRRORS: Thoroughly cleaned and polished as necessary.

OTHER SURFACES: All dispensers, shelves, lockers and other exposed surfaces shall be thoroughly cleaned with an appropriate product.

TOILETS & URINALS: Will be thoroughly cleaned and sanitized inside and outside. This includes toilet seats and flushometers. Work will be polished to a bright finish.

SINKS, BASINS & FAUCETS: Will be thoroughly scoured, cleaned and sanitized. Work will be polished to a bright finish.

VENTS: All exhaust, return and air conditioning supply vents will be cleaned to remove any accumulation of dust.

#### **OPTIONAL SERVICES**

CARPETS: Perform deep cleaning shampoo of carpets upon request based on square footage. Contractor will move loose items as needed such as chairs and chair mats.

TILE FLOORS: Strip, seal and finish coat tiled floors upon request based on square footage. Contractor will move loose items such as chairs and/or stands.

WOOD FLOORS: Clean and condition hardwood floors with appropriate products as upon request based on square footage. Contractor will move loose items such as chairs and podiums.

WINDOW WASHING (INTERIOR): Clean and dry interior windows, upon request, to produce a spot-free finish based on square footage of surface glass.

WINDOW WASHING (EXTERIOR): Clean and dry exterior windows, upon request, to produce a spot-free finish based on square footage of surface glass.

STORM REMEDIATION OR SPECIAL EVENTS: The Contractor and the Town will discuss strategies that may be applicable to an anticipated storm or Town-sponsored special event. This contact will be made prior to the onset of either event. There will be no cost to the Town for providing this consultation, unless actual on-site services are rendered.

#### **MANDATORY PRE-BID CONFERENCE:**

A mandatory Pre-Bid Conference will be held at 10:00 a.m., January 28, 2025, at the Town of Highland Beach Town Hall, 3614 South Ocean Blvd., Highland Beach, Florida 33487, to present the project scope, submission requirements, to answer questions of interested Bidders and to make a site visit.

#### **BID OPENING:**

Sealed bids will be received in the Town Clerk's Office, Town of Highland Beach, 3614 South Ocean Boulevard, Highland Beach, FL 33487, by: <u>February 25, 2025, no later than 2:00PM (Local Time)</u>, at which time they will be publicly opened and read.

**Contact:** Skender Coma, Senior Management Analyst

Telephone: (561) 278-4548; Email: scoma@highlandbeach.us

Office Hours: MONDAY - FRIDAY, 8:30 A.M. TO 4:30 P.M.

At the time of the opening of bids, each bidder shall be presumed to have inspected the sites and to have read to be thoroughly familiar with the plans and Contract Documents (including all addenda). Failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation with respect to this bid.

The Contract Documents may be obtained electronically as a downloadable free copy and is available on DemandStar.

#### **INVITATION TO BID**

#### **FOR**

#### **JANITORIAL SERVICES**

BID No.: 25-001

#### Section 1 – SUBMITTAL INFORMATION

- A. The Town of Highland Beach will receive bid responses until <u>February 25, 2025</u> at <u>2:00</u> <u>P.M. (LOCAL TIME)</u> in the Town Clerk's Office located at Town Hall, 3614 South Ocean Blvd., Highland Beach, FL 33487.
- B. Any responses received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have its bid response <u>delivered to the Town Clerk's Office</u> for receipt on or before the above stated time and date. It is recommended that responses be sent by an overnight air courier service or some other method that creates proof of submittal. Bid responses that arrive after the above stated deadline as a result of delay by the mail service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense. The Town reserves the right to consider submittals that have been determined by the Town to be received late due solely to mishandling by the Town after receipt of the bid and prior to the award being made.
- C. If any addendum(s) are issued to this Bid, the Town will attempt to notify all prospective bidders who have secured same, however, it shall be the <u>responsibility of each bidder, prior to submitting the bid response</u>, to contact the Town Clerk's Office at (561) 278-4548 to determine if any addendum(s) were issued and to make any addendum acknowledgements as part of their bid response.
- D. One (1) original, so marked, one (1) copy, and 1 electronic copy of the bid response shall be submitted in one sealed package clearly marked on the outside "BID # 25-001: JANITORIAL SERVICES" to: Town of Highland Beach Clerk's Office, c/o Skender Coma, Senior Management Analyst, 3614 South Ocean Blvd., Highland Beach, Florida 33487.
- E. Responses shall clearly indicate the <u>legal name</u>, <u>address</u>, <u>and telephone number</u> of the bidder (firm, corporation, partnership or individual). Responses shall be <u>signed</u> above the <u>typed or printed name and title</u> of the signer. The signer shall have the authority to contractually bind the proposer to the submitted bid. Bidder must note their Federal I.D. number on their bid submittal.

Γ.	the co	mplete set of terms and conditions, specifications and bid forms for the required and/or services.
		ITTAL FORMS – Bidders must complete and submit the required forms for submittal considered a valid response.
		Bid Form
		Bidder's Acknowledgement
		Non-Collusion Affidavit of Prime Bidder
		Anti-Kickback Affidavit
		Confirmation of a Drug Free Workplace
		Acknowledgement of PBC Inspector General
		Scrutinized Companies Certification Form

All bid forms must be completed in full and include a manual signature, in ink, where applicable. The signature must be of an authorized representative who has the legal ability to bind the bidder in contractual obligations. Unsigned bids will not be accepted.

Public Entity Crimes Sworn Statement

Acknowledgment of Addendum(s) (if applicable)

References

All bid forms must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by a bidder to any part of a bid form must be initialed in ink. It is a bidder's sole responsibility to assure that its bid is complete and delivered to the proper place prior to the deadline for submittal of bid proposals.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.

#### **GENERAL CONDITIONS FOR BIDDERS**

<u>FAMILIARITY WITH LAWS:</u> The bidder is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the goods and the services provided to the Town. Ignorance on the part of the bidder will in no way relieve bidder of responsibility to adhere to such regulations.

<u>BID FORMS:</u> The bidder will submit a bid proposal on the bid forms provided. All bid prices, amounts, and descriptive information must be legibly entered. The bidder must state the price and the time of delivery for which they propose to deliver the goods or service requested. The bidder is required to be licensed to do business as an individual, partnership, or corporation in the State of Florida. The bidder shall place all required bid forms in a sealed envelope that has the company's name and address, bid title, number, bid date and time on the outside of the sealed envelope. Bids not submitted on appropriate Bid forms may be rejected. All Bids are subject to the conditions specified herein. Bids which do not comply with these conditions are subject to rejection.

<u>EXECUTION OF BID:</u> Bid must contain an original signature of an authorized representative in the space provided on all affidavits and proposal sheets.

<u>BID DEADLINE</u>: It is the bidder's responsibility to assure that the Bid is delivered at the proper time and place prior to the Bid deadline. The Town of Highland Beach is <u>not</u> responsible for the U.S. Mail or private couriers in regard to mail being delivered by a specified time so that a Bid can be considered. Offers by telegram or telephone are not acceptable.

MINOR IRREGULARITIES/RIGHT TO REJECT: Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk. The Town of Highland Beach reserves the right to waive irregularities or informalities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the Town. The Town may reject any response not submitted in the manner specified by the solicitation documents.

RIGHTS OF THE TOWN: The Town expressly reserves the right to:

- A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible bidder meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;
- B. Waive any defect, irregularity or informality in any bid or bidding procedure;
- C. Reject or cancel any or all bids;
- D. Reissue an Invitation to Bid;
- E. Extend the bid proposal submittal deadline;
- F. Procure any item by other means;
- G. Increase or decrease the quantity specified in the Invitation to Bid;

H. Consider and accept an alternate bid as provided herein when most advantageous to the Town.

<u>STANDARDS:</u> Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective bidder has:

- A. Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;
- B. A satisfactory record of performance;
- C. A satisfactory record of integrity;
- D. Qualified legally to Contract within the State of Florida and the Town of Highland Beach;
- E. Supplied all necessary information in connection with the inquiry concerning responsibility.

<u>INTERPRETATIONS:</u> Any questions concerning conditions and specifications should be directed to the Town Clerk's Office in writing no later than ten (10) days prior to the bid deadline. Inquiries must reference the date by which the bid proposal is to be received.

<u>CONFLICT OF INTEREST:</u> The award hereunder is subject to all conflict-of-interest provisions of the Town of Highland Beach, Palm Beach County, and of the State of Florida.

<u>SUBCONTRACTING</u>: If a bidder subcontracts any portion of a Contract for any reason, the bidder must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The Town of Highland Beach reserves the right to accept or reject any or all bids wherein a subcontractor is named and to make the award to the bidder, who, in the opinion of the Town, will be in the best interest of and/or most advantageous to the Town. The Town also reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not able to perform properly under this award. The Town reserves all rights in order to make a determination as to the foregoing.

ADDENDA: From time to time, the Town may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to bidders at the Town Clerk's Office, it is each bidder's responsibility to check with the issuing office and immediately secure all addenda before submitting bids. It is the usual practice for the Town to upload all addenda to Demandstar.com, but it cannot be guaranteed that all bidders will receive ALL addendum(s) in this manner. Each bidder shall acknowledge receipt of ALL addenda by notation on the bid.

<u>EXCEPTIONS:</u> Incorporation in a bid of exceptions to any portion(s) of the Contract documents may invalidate the bid. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the bidder's submittal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the bid. The use of bidder's standard forms, or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents.

<u>ALTERNATES:</u> Where a base bid is provided for, the bidder shall submit a bid on the base bid and may exercise its own prerogative in submitting a bid on alternate items. The Town reserves the right to accept or reject the alternates or base bid or any combination thereof. The Town further reserves the unqualified right to determine whether any particular item or items of material,

equipment, or the like, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.

NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications under the direction of appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and goods and services not delivered as per delivery date in the bid and or Purchase Order may result in the bidder being found in default in which event any and all procurement costs may be charged against the defaulted Contractor. Any violation of these stipulations may also result in the vendor's name being removed from the Town of Highland Beach's vendor mailing list.

<u>DISPUTES:</u> In case of any doubt or difference of opinion as to the goods and services to be furnished hereunder, the decision of the Town Manager shall be final and binding on both parties.

ANTITRUST CAUSE OF ACTION: In submitting a bid proposal to the Town of Highland Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the Town of Highland Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the Town of Highland Beach. At the Town of Highland Beach's discretion, such assignment shall be made and become effective at the time the Finance Department tenders final payment to the bidder.

<u>GOVERNMENTAL RESTRICTIONS:</u> In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods and services offered on this submittal prior to their delivery, it shall be the responsibility of the successful bidder to notify the Town at once, indicating in a letter the specific regulation which required an alteration. The Town reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the Town.

<u>LEGAL REQUIREMENTS:</u> Federal, State, County, and Town laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

<u>PUBLIC ENTITY CRIMES</u>: All Bids as defined by Section 287.012(26), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list".

<u>SCRUTINIZED COMPANIES 287.135 and 215.473:</u> By submission of this Bid, the bidder certifies that the bidder is not participating in a boycott of Israel. the bidder further certifies that the bidder is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized

Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sector List, and has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material defect in the bid response and material breach of contract. The Town shall provide notice, in writing, to the bidder of the Town's determination concerning the false certification. The bidder shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

<u>ADVERTISING:</u> In submitting a bid, the bidder agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under "NONCONFORMANCE WITH CONTRACT CONDITIONS".

<u>ASSIGNMENT:</u> Any Purchase Order issued pursuant to this ITB and the funds which may be come due hereunder are not assignable except with the prior written approval of the Town.

LIABILITY: The selected bidder shall hold and save harmless the Town of Highland Beach, Florida its officers, agents, volunteers, and employees from liability of any kind in the performance of the awarded Contract. Further, the selected bidder(s) shall indemnify, save harmless and undertake the defense of the Town, its Town Commissioners, agents, servants an employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of the awarded Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from bidder's operation pursuant to the awarded Contract and from and against all costs, counsel fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The Town shall notify the selected bidder within ten (10) days of receipt by the Town of any claim, suit or action against the Town arising directly or indirectly from the operations of the selected bidder hereunder, for which the Town may be entitled to a claim or indemnity against the selected bidder, under the provisions of the awarded Contract. The selected bidder shall have the right to control the defense of any such claim suit or actions. The selected bidder shall also be liable to the Town for all costs, expenses, attorneys' fees, and damages which may be incurred or sustained by the Town by reason of the selected bidder's breach of any of the provision of the awarded contract. The selected bidder shall not be responsible for negligent acts of the Town or its employees.

OPTIONAL CONTRACT USAGE BY OTHER GOVERNMANTAL AGENCIES: If a bidder is awarded a contract as a result of the solicitation and if bidder has sufficient capacity or quantities available, bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the solicitation and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

AWARD OF CONTRACT: The low monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the Town to the most responsive, responsible bidder whose bid represents the most advantageous bid to the Town, price and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The Town reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any bidder, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until the Town has

completed all necessary investigations into the responsibility of the bidder, and the Town is satisfied that the most responsive, responsible bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified.

AS SPECIFIED: A Contract or Purchase Order will be issued to the successful bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified, will be returned at no expense or penalty to the Town of Highland Beach.

<u>LICENSE AND PERMITS:</u> It shall be the responsibility of the successful bidder to obtain all licenses and permits, if required, to complete this service at no additional cost to the Town. Licenses and permits shall be readily available for review by the Town.

<u>COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:</u> Bidder certifies that all material, equipment, services, etc., contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if awarded as the successful bidder, and the material, equipment, services, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the materials, equipment, services, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

Bidder certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

<u>PALM BEACH COUNTY INSPECTOR GENERAL:</u> The bidder understands and agrees that the below or similar language will be included in the contract should the bidder be chosen.

The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this contract justifying its termination.

<u>PUBLIC RECORDS:</u> Sealed documents received by the Town in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the Town announces intent to award sooner, in accordance with Fla. Stat. § 119.07.

The Town is public agency subject to Chapter 119, Florida Statutes. The bidder understands and agrees that the below or similar language will be included in the contract should the bidder be chosen.

The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the Town to perform the service;
- B. Upon request from the Town's custodian of public records, provide the Town 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, Fla. Stat. or as otherwise provided by law;

- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the Town; and
- D. Upon completion of the contract, Contractor shall transfer to the Town, at no cost to the Town, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.
- E. 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, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

#### Lanelda Gaskins, TOWN CLERK 3614 SOUTH BLVD., HIGHLAND BEACH, FL 33487 561-278-4548 LGASKINS@HIGHLANDBEACH.US

QUESTIONS: Any questions relative to any item(s) or portion of this bid or Invitation to Bid should be directed to Lanelda Gaskins, Town Clerk, Monday through Friday, 8:30 A.M. to 4:30 P.M. at (561) 278-4548; or at email address: lgaskins@highlandbeach.us.

## PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING – Fla. Stat. § 287.05701

Pursuant to section 287.05701, Florida Statutes (2023), the Town may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Further, the Town may not give a preference to a vendor based on the vendor's social, political, or ideological interests.

#### SPECIAL TERMS AND CONDITIONS

**PURPOSE:** The intent and purpose of this solicitation is to award to one Contractor that will secure a firm and fixed price for Janitorial Services for the Town of Highland Beach as described and specified further in the scope of work.

**BASIS OF AWARD:** It is the intent of the Town to award the Bid to one vendor who is the lowest responsive and responsible bidder of the option that the Town chooses. Due to budgetary constraints, the Town reserves the right to award whichever option is in the Town's best interest.

Once opened, the bids will be tabulated and evaluated by the Town before recommendation and/or notice of intent to award. The Town, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. The Town further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of the Town to award the bid to the lowest bidder, or any bidder. The Town reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of the Town. The Town shall be the sole judge of the bids and the Town's decision shall be final.

**INSURANCE:** It shall be the responsibility of the selected bidder to maintain workers' compensation insurance, property damage, liability insurance and vehicular liability insurance, during the time any of selected bidder's personnel are working on Town of Highland Beach property. The selected bidder shall furnish the Town with a certificate of insurance after award has been made prior to the start of any work on Town property. Said insured companies must be authorized to do business in the State of Florida and the Town will not accept any company that has a rating less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the Contractor.

**MINIMUM QUALIFICATIONS OF BIDDERS** - This bid will be awarded only to responsible bidders qualified by experience and expertise to provide the work specified. The following evidence of eligibility may be required to be submitted:

- A. At least five (5) years of municipal complex cleaning experience.
- B. Must have Security Awareness Training through CIS and fingerprinted background clearance.
- C. All employees must provide a US Government Form of ID (FL ID Card, Non-Expired Driver's License, Resident Alien Card, US Passport, etc.) for verification purposes.

# INVITATION TO BID FOR JANITORIAL SERVICES

BID No.: 25-001

#### **SCOPE OF WORK:**

#### General

The following instructions are given for the purpose of guiding bidders in properly preparing their bids or proposals. These directions have equal force and weight with the specifications and strict compliance is required with all the provisions herein contained.

#### **FACILITIES**

Library – 10,338 sq ft
Town Hall/Police Dept. – 11,125 sq ft
Water Treatment Plant/Building Dept. – 19,840 sq ft
Fire Station Administration – 3,200 sq ft

#### **DAILY CLEANING - ALL COMMON AREAS**

TRASH REMOVAL: All trash receptacles and recycling bins will be emptied and brought to the designated trash collection point. Liners will be replaced as necessary.

VACUUMING: All carpeted areas and mats will be fully vacuumed daily; this includes all edges. Spot removal will be performed as needed.

FLOORING: All hard surfaces will be swept/dust mopped daily. Any area with spillage or footprints will be damp mopped as needed with disinfectant. Mop water will be changed as required, but in no case less than daily, to prevent the formation of offensive odors.

WIPING: All horizontal surfaces will be damp wiped as needed to remove spillage, coffee rings and other stains.

DUSTING: All horizontal surfaces will be thoroughly dusted daily. This includes desk tops, counter tops, file cabinets, book cases, shelves, window sills, chairs, tables, pictures, telephones, cubicle partitions, louvers, statuary and all other manner of furnishings.

ENTRYWAYS/DOORS/WINDOWS: Spot clean fingerprints from glass, painted surfaces, door plates, knobs, push bars and frames as needed. This includes the emptying of cigarette urns that are located near the entryways of the common areas.

APPLIANCES CLEANING: Spot clean the exterior of refrigerators, stoves, stove hoods, toaster ovens, coffee makers, microwaves and other small kitchen appliances. This includes the cleaning and polishing of drinking fountains.

#### **WEEKLY CLEANING - ALL COMMON AREAS**

VACUUMING: Thorough vacuuming of all carpeted areas and mats to include all edges, corners and beneath office furnishings. Spot removal will be performed as needed.

FLOORING: All hard surfaces will be thoroughly swept/dust mopped to include edges, corners and beneath office furnishings. Damp mopping will be performed as needed. Buffing of hard surfaces will occur to present the best possible appearance.

DUSTING/WIPING: All vertical surfaces will be dusted and/or damp wiped as needed. This includes desks, file cabinets, bookcases, shelves, window trim, chairs, table legs, pictures, telephones, cubicle partitions, louvers, statuary and all other manner of furnishings. This also includes removal of smudges and fingerprints from light switches and backplates.

ENTRYWAYS/DOORS/WINDOWS: Deep clean fingerprints from glass, painted surfaces, door plates, door trim and thresholds, knobs, handles, push bars and frames to present the best possible appearance.

APPLIANCES CLEANING: Deep clean the exterior of refrigerators, stoves, stove hoods, toaster ovens, coffee makers, microwaves and other small kitchen appliances to present the best possible appearance.

VENTS: All exhaust, return and air conditioning supply vents will be cleaned to remove any accumulation of dust.

#### MONTHLY CLEANING - ALL COMMON AREAS

FLOOR MOLDING: Clean rubber cove and wood baseboard moldings to remove scuff marks and/or dust.

DUSTING/WIPING: Dust high, difficult to reach areas, not included in daily and weekly services to remove dust and cobwebs from these locations. (e.g. – light fixtures, vaulted ceilings, etc.) The cleaning of Venetian and vertical blinds will be included in this task.

#### **DAILY SERVICES - ALL RESTROOMS**

TRASH REMOVAL: All trash receptacles will be emptied and brought to the designated trash collection point. This includes sanitary napkin holders. Liners will be replaced as necessary.

RE-STOCKING: All products such as paper towels, toilet tissue, toilet seat covers, sanitary napkins, urinal blocks or mats and hand soap will be refilled or replaced as needed.

FLOORING: All tiled surfaces will be damp mopped and rinsed with a disinfectant. Mop water will be changed as required, but in no case less than daily, to prevent the formation of offensive odors.

WALLS/PARTITIONS: All tiled and painted surfaces such as, but not necessarily limited to, partitions, stall doors and shower stalls, will be wiped down and/or cleaned as necessary. All splash marks and spots will be removed.

MIRRORS: All mirrors will be cleaned and polished as necessary.

OTHER SURFACES: All dispensers, shelves, lockers and other exposed surfaces shall be cleaned as needed with an appropriate product.

TOILETS & URINALS: Will be cleaned and sanitized inside and outside. This includes toilet seats and flushometers. Work will be polished to a bright finish.

SINKS, BASINS & FAUCETS: Will be scoured, cleaned and sanitized. Work will be polished to a bright finish

#### **WEEKLY SERVICES – ALL RESTROOMS**

FLOORING: All tiled surfaces will be thoroughly mopped and rinsed with a disinfectant. Mop water will be fresh to prevent the formation of offensive odors. Replace mop heads as necessary.

WALLS/PARTITIONS: All tiled and painted surfaces such as, but not necessarily limited to, partitions, stall doors and shower stalls, will be wiped down and/or cleaned as necessary. Any traces of mold or mildew will be removed.

MIRRORS: Thoroughly cleaned and polished as necessary.

OTHER SURFACES: All dispensers, shelves, lockers and other exposed surfaces shall be thoroughly cleaned with an appropriate product.

TOILETS & URINALS: Will be thoroughly cleaned and sanitized inside and outside. This includes toilet seats and flushometers. Work will be polished to a bright finish.

SINKS, BASINS & FAUCETS: Will be thoroughly scoured, cleaned and sanitized. Work will be polished to a bright finish.

VENTS: All exhaust, return and air conditioning supply vents will be cleaned to remove any accumulation of dust.

#### **OPTIONAL SERVICES**

CARPETS: Perform deep cleaning shampoo of carpets upon request based on square footage. Contractor will move loose items as needed such as chairs and chair mats.

TILE FLOORS: Strip, seal and finish coat tiled floors upon request based on square footage. Contractor will move loose items such as chairs and/or stands.

WOOD FLOORS: Clean and condition hardwood floors with appropriate products as upon request based on square footage. Contractor will move loose items such as chairs and podiums.

WINDOW WASHING (INTERIOR): Clean and dry interior windows, upon request, to produce a spot-free finish based on square footage of surface glass.

WINDOW WASHING (EXTERIOR): Clean and dry exterior windows, upon request, to produce a spot-free finish based on square footage of surface glass.

STORM REMEDIATION OR SPECIAL EVENTS: The Contractor and the Town will discuss strategies that may be applicable to an anticipated storm or Town-sponsored special event. This contact will be made prior to the onset of either event. There will be no cost to the Town for providing this consultation, unless actual on-site services are rendered.

#### **INVITATION TO BID**

#### **FOR**

#### JANITORIAL SERVICES BID No.: 25-001

#### **BID PROPOSAL**

Date:			

#### To All Bidders:

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of product/service called for.

Basis of Award: It is the intent of the Town to award the Bid to one vendor who is the lowest responsive and responsible bidder of the option that the Town chooses. Due to budgetary constraints, the Town reserves the right to award whichever option is in the Towns best interest. ALL PRICES MUST BE HELD FOR A MINIMUM OF 120 DAYS AFTER THE BID DUE DATE.

ITEM NO.	DESCRIPTION	UNIT		UNIT PRICE
1		Lump Sum		
- 1	Janitorial Services	(Per Year)	\$	
	OPTIONAL ADD ON			
	SERVICES – WILL NOT			
	AFFECT BID SELECTION			
		Lump Sum		
2	Carpets	(Per Year)	\$	
	Carpets	(i ei i eai)	Ψ	
3		Lump Sum		
	Tile Floors	(Per Year)	\$	
4		Lump Sum		
4	Wood Floors	(Per Year)	\$	
5		Lump Sum		
J	Window Washing (Interior)	(Per Year)	\$	
6		Lump Sum		
U	Window Washing (Exterior)	(Per Year)	\$	

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
7	Storm Remediation / Special Events	Lump Sum (Per Year)	\$

#### TOTAL COST OF BASE BID (ITEM NO. 1

1 ONLY)	\$
COMPANY NAME	AUTHORIZED SIGNATURE
	PRINTED NAME
()TELEPHONE NUMBER	TITLE
E-MAIL ADDRESS	

## Attachment "A" Town of Highland Beach INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the Town requires appropriate coverages listing the Town of Highland Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the Town as "Certificate Holder" and "The Town of Highland Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. (NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.) The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the Town: (NOTE: This list is not all inclusive, and the Town reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)

TYPE	(Occurrence Based Only)	MINIMUM LIMITS RI	
	Liability Commercial General Liability Owners & Contractor's Protective (OCP) Liquor Liability Professional Liability Employees & Officers Pollution Liability Asbestos Abatement Lead Abatement Broad Form Vendors Premises Operations Underground Explosion & Collapse Products Completed Operations Contractual Independent Contractors Broad Form Property Damage Fire Legal Liability	General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (any one fire) Med. Expense (any one person)	\$ 1,000,000.00 \$ 1,000,000.00 \$ 1,000,000.00 \$ 1,000,000.00 \$ 50,000.00 \$ 5,000.00
Automo	bile Liability Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos PIP Basic Intermodal	Combined Single Limit Bodily Injury (per person) Bodily Injury (per accident) Property Damage Trailer Interchange	\$ 500,000.00 to be determined to be determined to be determined \$ 50,000.00
Garage	Liability Any Auto Garage Keepers Liability	Auto Only, Each Accident Other Than Auto Only Each Accident Aggregate	\$ 1,000,000.00 \$ 100,000.00 \$ 1,000,000.00 \$ 1,000,000.00
	Liability Umbrella Form	Each Occurrence Aggregate	to be determined to be determined
	s Compensation Employer's Liability	Each Accident Disease, Policy Limit Disease Each Employee	Statutory Limits \$ 100,000.00 \$ 500,000.00 \$ 100,000.00
Property	Homeowners Revocable Permit Builder's Risk	Limits ba	\$ 300,000.00 ased on Project Cost
Other -	As Risk Identified	to be	determined

#### **BIDDER ACKNOWLEDGEMENT**

Submit Bids to:	Clerk's Office 3614 South Ocean Blvd. Highland Beach, FL 33487 Telephone: (561) 278-4548
Bid Title:	"JANITORIAL SERVICES"
Bid Number:	25-001
Bid Due:	February 25, 2025, NO LATER THAN 2:00 P.M. (LOCAL TIME)
All awards made as codes of the Town.	a result of this bid shall conform to applicable sections of the charter and
Name of Bidder:	
Federal I.D. Number	: :
A Corporation of the	State of:
Area Code:	Telephone Number:
Area Code:	FAX Number:
Mailing Address:	
City/State/Zip:	
Vendor Mailing Date	: 
E-Mail Address:	
	Authorized Signature

#### NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

Sta	ate of)
Со	unty of)
	, being first duly sworn, deposes and says that
1)	He is of, (Title) (Name of Corporation or Firm)
	the bidder that has submitted the attached bid:
2)	He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3)	Said bid is genuine and is not a collusive or sham bid;
4)	Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawfu agreement any advantage against the Town of Highland Beach or any person interested in the proposed Contract; and
5)	The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest including this affiant.
	(Signed)
Su	bscribed and sworn to before me (Title)
Th	is day of, 20
Μy	commission expires

#### **ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA )		
COUNTY OF PALM BEACH )		
I, the undersigned hereby duly sworn, depose ar be paid to any employees of the Town of Highlar gift, directly or indirectly by me or any member of	nd Bea	ch as a commission, kickback, reward of
	By:	
	·	NAME - SIGNATURE
Sworn and subscribed before me by means of _ this day of		sical presence or online notarization
		Printed Information:
		NAME
		TITLE
NOTARY PUBLIC, State of Florida at Large		
		COMPANY
"OFFICIAL NOTARY SEAL" STAMP		

#### CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the Town of Highland Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. 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 subsection (1).
- 4) In the statement specified in subsection (1), notify the employee 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 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 of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

#### PALM BEACH COUNTY INSPECTOR GENERAL

#### **ACKNOWLEDGMENT**

The Bidder is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this ITB and the resulting contract, and in furtherance thereof may demand and obtain records and testimony from the Bidder and its subcontractors and lower tier subcontractors.

The Bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Bidder or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of the contract justifying its termination.

BIDDER NAME	
Ву	
Title:	
Data	

## SCRUTINIZED VENDOR CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Town of Highland Beach, Florida

by		
	(prin	t individual's name and title)
for		
	(prin	t name of entity submitting sworn statement)
whos	e busin	ess address is
and (i	if appli	cable) its Federal Employer Identification Number (FEIN) is:
`	-	has no FEIN, include the Social Security Number of the Individual sworn statement:)
1.	I here	eby certify that the above-named entity:
	A.	Does not participate in the boycott of Israel; and
	B.	Is not on the Scrutinized Companies that Boycott Israel List.

- 2. If the Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named entity:
  - A. Is not on the Scrutinized Companies with Activities in Sudan List; and
  - B. Is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and
  - C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Town from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Town for goods or services may be

	(Signature)
presence or online notarization th	and subscribed before me by means of physical is day of, 2025 by of of is personally known to me or produced
	Notary Public

My Commission Expires:

terminated at the option of the Town if the company has been found to have submitted a false

certification.

## SWORN STATEMENT ON PUBLIC ENTITY CRIMES PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Highland Beach (the "Town") by:

(Print individual's name and title)
For:
(Print name of entity submitting sworn statement)
Whose business address is:
And (if applicable) its Federal Employer Identification Number (FEIN) is:
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement
)

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), FLORIDA STATUTES, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), FLORIDA STATUTES, means a finding of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), FLORIDA STATUTES, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who

knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or apples to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity. 6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (indicate which statement applies). Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Bidder list. (Attach a copy of the final order) I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMONT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM. (Signature) The foregoing document was sworn and subscribed before me by means of \_\_\_\_ physical presence online notarization day of , this by

who is □ personally known to me or □ produced

as identification.			
	Notary Public		
	My Commission Expires:		

#### A D D E N D A

## TOWN OF HIGHLAND BEACH FLORIDA

BID TITLE: "JANITO	RIAL SERVICES"		
BID NO.: 25-001			
DATE SUBMITTED:			
the Contract Form, to	furnish all material, mear	oted, to contract with the To ns of transportation, coordin and by the Contract documer	ation, labor and services
Having studied the do	cuments prepared by: Th	e Town of Highland Beach	
We propose to perform addenda which we	-	ccording to the Contract doc	cuments and the following
ADDENDUM	DATE	ADDENDUM	DATE
	IO ADDENDUM WAS RE	CEIVED IN CONNECTION	WITH THIS

REFERENCES F	OR	(NAME OF FIRM)	
Company Name:			
Address:			
Years/Description of Services:			
Contact Name:			
Phone:	Fax:	E-Mail:	
Company Name:			
Address:			
Years/Description of Services:			
Contact Name:			
Phone:	Fax:	E-Mail:	
Company Name:			
Address:			
Years/Description of Services:			
Contact Name:			
Phone:	Fax:	E-Mail:	

## "DRAFT" SUBJECT TO REVISIONS PRIOR TO SIGNING

#### I. CONTRACT FOR JANITORIAL SERVICES

THI	S CONT	RAC	CT ("Contrac	et") is	mad	e thi	s	day of _			_, 2025	, by	y and betw	veen
the	Town	of	Highland	Bea	ch,	a				corpo	oration	("'	Town")	and
				_, a	Fle	orida	a corpo	ration,	with	its	princi	pal	address	at
				("Coı	ntrac	tor")	).							

WHEREAS, the Town is a municipal corporation organized and existing pursuant to its Charter and the Constitution of the State of Florida; and

WHEREAS, the Town is in need of a contractor to provide janitorial services and the Town issued an Invitation to Bid No. 25-001 ("ITB") regarding the same; and

WHEREAS, Contractor submitted a response to the ITB and the Town desires to accept Contractor's response to allow Contractor to render the goods and services to the Town as provided herein; and

WHEREAS, Contractor warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the Town finds awarding the ITB to Contractor as described herein serves a valid public purpose.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is acknowledged by both parties, it is hereby agreed between Contractor and the Town as follows:

#### Article 1. CONTRACT.

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the Town and Contractor. The Contract Documents consist of this Contract; the Town's Bid, the Bid submitted by Contractor; and any duly executed and issued Change Orders, Work Directive Changes, Field Orders, and amendments relating thereto. If, during the performance of the work, Contractor finds an ambiguity, error or discrepancy in the Contract Documents, Contractor shall so notify the Town, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error, or discrepancy by Contractor. The Town will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy, or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority: Duly executed change orders

Second Priority: This contract

Third Priority: Town's Bid (attached hereto as **Exhibit "A"**)

Fourth Priority: Contractor's proposal (attached hereto as **Exhibit "B"**)

1.2 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean the Town Manager or designee, Town of Highland Beach, Florida. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the Town Manager or the Town Commission (depending on the authority set forth in the Town's Procurement Code).

1.3 Contract Price. The Contract Price shall be	_DOLLARS AND
CENTS which shall be payable in accordance with Article 3	3 of this Contract.

#### Article 2. SCOPE OF WORK.

The work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations for Town janitorial services.

#### **FACILITIES**

Library – 10,338 sq ft Town Hall/Police Dept. – 11,125 sq ft Water Treatment Plant/Building Dept. – 19,840 sq ft Fire Station Administration – 3,200 sq ft

#### DAILY CLEANING - ALL COMMON AREAS

TRASH REMOVAL: All trash receptacles and recycling bins will be emptied and brought to the designated trash collection point. Liners will be replaced as necessary.

VACUUMING: All carpeted areas and mats will be fully vacuumed daily; this includes all edges. Spot removal will be performed as needed.

FLOORING: All hard surfaces will be swept/dust mopped daily. Any area with spillage or footprints will be damp mopped as needed with disinfectant. Mop water will be changed as required, but in no case less than daily, to prevent the formation of offensive odors.

WIPING: All horizontal surfaces will be damp wiped as needed to remove spillage, coffee rings and other stains.

DUSTING: All horizontal surfaces will be thoroughly dusted daily. This includes desk tops, counter tops, file cabinets, book cases, shelves, window sills, chairs, tables, pictures, telephones, cubicle partitions, louvers, statuary and all other manner of furnishings.

ENTRYWAYS/DOORS/WINDOWS: Spot clean fingerprints from glass, painted surfaces, door plates, knobs, push bars and frames as needed. This includes the emptying of cigarette urns that are located near the entryways of the common areas.

APPLIANCES CLEANING: Spot clean the exterior of refrigerators, stoves, stove hoods, toaster ovens, coffee makers, microwaves and other small kitchen appliances. This includes the cleaning and polishing of drinking fountains.

#### WEEKLY CLEANING - ALL COMMON AREAS

VACUUMING: Thorough vacuuming of all carpeted areas and mats to include all edges, corners and beneath office furnishings. Spot removal will be performed as needed.

FLOORING: All hard surfaces will be thoroughly swept/dust mopped to include edges, corners and beneath office furnishings. Damp mopping will be performed as needed. Buffing of hard surfaces will occur to present the best possible appearance.

DUSTING/WIPING: All vertical surfaces will be dusted and/or damp wiped as needed. This includes desks, file cabinets, bookcases, shelves, window trim, chairs, table legs, pictures, telephones, cubicle partitions, louvers, statuary and all other manner of furnishings. This also includes removal of smudges and fingerprints from light switches and backplates.

ENTRYWAYS/DOORS/WINDOWS: Deep clean fingerprints from glass, painted surfaces, door plates, door trim and thresholds, knobs, handles, push bars and frames to present the best possible appearance.

APPLIANCES CLEANING: Deep clean the exterior of refrigerators, stoves, stove hoods, toaster ovens, coffee makers, microwaves and other small kitchen appliances to present the best possible appearance.

VENTS: All exhaust, return and air conditioning supply vents will be cleaned to remove any accumulation of dust.

#### MONTHLY CLEANING – ALL COMMON AREAS

FLOOR MOLDING: Clean rubber cove and wood baseboard moldings to remove scuff marks and/or dust.

DUSTING/WIPING: Dust high, difficult to reach areas, not included in daily and weekly services to remove dust and cobwebs from these locations. (e.g. – light fixtures, vaulted ceilings, etc.) The cleaning of Venetian and vertical blinds will be included in this task.

#### DAILY SERVICES – ALL RESTROOMS

TRASH REMOVAL: All trash receptacles will be emptied and brought to the designated trash collection point. This includes sanitary napkin holders. Liners will be replaced as necessary.

RE-STOCKING: All products such as paper towels, toilet tissue, toilet seat covers, sanitary napkins, urinal blocks or mats and hand soap will be refilled or replaced as needed.

FLOORING: All tiled surfaces will be damp mopped and rinsed with a disinfectant. Mop water will be changed as required, but in no case less than daily, to prevent the formation of offensive odors.

WALLS/PARTITIONS: All tiled and painted surfaces such as, but not necessarily limited to, partitions, stall doors and shower stalls, will be wiped down and/or cleaned as necessary. All splash marks and spots will be removed.

MIRRORS: All mirrors will be cleaned and polished as necessary.

OTHER SURFACES: All dispensers, shelves, lockers and other exposed surfaces shall be cleaned as needed with an appropriate product.

TOILETS & URINALS: Will be cleaned and sanitized inside and outside. This includes toilet seats and flushometers. Work will be polished to a bright finish.

SINKS, BASINS & FAUCETS: Will be scoured, cleaned and sanitized. Work will be polished to a bright finish

#### WEEKLY SERVICES – ALL RESTROOMS

FLOORING: All tiled surfaces will be thoroughly mopped and rinsed with a disinfectant. Mop water will be fresh to prevent the formation of offensive odors. Replace mop heads as necessary.

WALLS/PARTITIONS: All tiled and painted surfaces such as, but not necessarily limited to, partitions, stall doors and shower stalls, will be wiped down and/or cleaned as necessary. Any traces of mold or mildew will be removed.

MIRRORS: Thoroughly cleaned and polished as necessary.

OTHER SURFACES: All dispensers, shelves, lockers and other exposed surfaces shall be thoroughly cleaned with an appropriate product.

TOILETS & URINALS: Will be thoroughly cleaned and sanitized inside and outside. This includes toilet seats and flushometers. Work will be polished to a bright finish.

SINKS, BASINS & FAUCETS: Will be thoroughly scoured, cleaned and sanitized. Work will be polished to a bright finish.

VENTS: All exhaust, return and air conditioning supply vents will be cleaned to remove any accumulation of dust.

#### **OPTIONAL SERVICES**

CARPETS: Perform deep cleaning shampoo of carpets upon request based on square footage. Contractor will move loose items as needed such as chairs and chair mats.

TILE FLOORS: Strip, seal and finish coat tiled floors upon request based on square footage. Contractor will move loose items such as chairs and/or stands.

WOOD FLOORS: Clean and condition hardwood floors with appropriate products as upon request based on square footage. Contractor will move loose items such as chairs and podiums.

WINDOW WASHING (INTERIOR): Clean and dry interior windows, upon request, to produce a spot-free finish based on square footage of surface glass.

WINDOW WASHING (EXTERIOR): Clean and dry exterior windows, upon request, to produce a spot-free finish based on square footage of surface glass.

STORM REMEDIATION OR SPECIAL EVENTS: The Contractor and the Town will discuss strategies that may be applicable to an anticipated storm or Town-sponsored special event. This contact will be made prior to the onset of either event. There will be no cost to the Town for providing this consultation, unless actual on-site services are rendered.

#### Article 3. PAYMENT PROCEDURES

3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the Project. Contractor's invoices shall be submitted to:

Town of Highland Beach Attn: Finance Department 3614 S. Ocean Blvd. Highland Beach, FL 33487

The Town's Contract Administrator will review each invoice submitted by Contractor. If approved by the Town's Finance Department, the Town will make payment in accordance with the Local Government Prompt Payment Act. If not approved, the Town will notify Contractor within ten (10) business days of the Town's receipt and identify the action necessary to correct the invoice or a deficiency.

- 3.2 Reserved
- 3.3 Reserved.
- 3.4 The Town is exempt from payment of Florida State Sales and Use Tax. Contractor shall <u>not</u> be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the Town, nor is Contractor authorized to use the Town's Tax Exemption Number in securing such materials.

#### Article 4. SUBCONTRACTORS

All sub-contractors shall be properly licensed, bondable and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions.

#### Article 5. CONTRACTOR'S REPRESENTATIONS

In order to induce the Town to enter into this Contract, Contractor makes the following representations:

5.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.

- 5.2 Contractor has obtained at its own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, investigations, explorations, and test reports which pertain to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.
- 5.3 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.4 Contractor has given the Contract Administrator written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the resolution thereof is acceptable to the Contractor.

#### Article 6. INDEMNITY.

- 6.1 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Town, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. Contractor shall not be responsible for or be required to indemnify the Town for the Town's own negligent acts or omissions or those of its officers or employees.
- 6.2 Contractor's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of Contractor against the Town, its officers or employees and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.
- 6.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes (as amended), and shall survive the termination of this Contract. Nothing contained in the foregoing indemnification or the Contract Documents shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, or as an agreement by the Town to indemnify Contractor for any purpose or matter.

#### Article 7. TERMINATION.

- 7.1 Termination by the Town for Cause: The Town may terminate the Contract and the Contract Documents if Contractor:
  - (a) refuses or fails to supply enough properly skilled workers or proper materials;

- (b) fails to make payment to suppliers for materials in accordance with the respective agreements between the Contractor and suppliers
- (c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) takes action, short of declaring bankruptcy, evidencing insolvency;
- (e) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
- (f) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the Town, may without prejudice to any other rights or remedies of the Town and after giving Contractor and Contractor's surety, three (3) days' written notice, and five (5) days to cure, terminate the Contract and Contract Documents and mayfinish the Work by whatever reasonable method the Town may deem expedient.

Contractor and its sureties shall be liable for any damage to the Town, including additional attorney fees, resulting from the Contractor's termination under this provision by the Town, including but not limited to, and any increased costs incurred by the Town in completing the work.

When the Town terminates the Contract for one of the reasons stated above, Contractor shall not be entitled to receive further payment, if any, until the Work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the Town wrongfully terminated the Contract, then Contractor agrees to treat such termination as a termination for convenience.

- 7.2 Termination by the Town for Convenience: The Town may, at any time, terminate the Contract and Contract Documents for the Town's convenience and without cause. Upon receipt of written notice from the Town of such termination for the Town's convenience, Contractor shall:
  - (a) cease operations as directed by the Town in the notice;
  - (b) take actions necessary, or that the Town may direct, for the protection and preservation of the Work; and
  - (c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the Town's convenience, Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

#### Article 8. INSURANCE.

Prior to commencing any services, the Contractor shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the

Contractor. All such insurance policies may not be modified or terminated without the express written authorization of the Town.

Type of Coverage	Amount of Coverage
Professional liability/	\$1,000,000 per occurrence
Errors and Omissions	\$3, 000,000 annual aggregate
Commercial general liability (Products/completed operations Contractual, insurance broad form property,	\$1, 000,000 per occurrence
Independent Auditor, personal injury)	\$2,000,000 annual aggregate
Excess liability	\$1,000,000
Automobile (owned, non-owned, & hired)	\$ 1,000,000 per occurrence
Worker's Compensation	\$ statutory limits
Including employer's liability insurance	\$ 100,000 per occurrence \$ 500,000 annual aggregate

The commercial general liability and excess liability policies will name the Town as an additional insured. Except for Workers' Compensation, all policies shall contribute as primary and non-contributory. Failure to comply with the foregoing requirements shall not relieve Contractor of its liability and obligations under this Contract.

Waiver of Subrogation: Contractor hereby waives any and all rights to Subrogation against the Town, 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 agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

#### Article 9. PUBLIC RECORDS.

Public Records: Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- A. Keep and maintain public records required by the Town to perform the service.
- B. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- 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 this Contract and following completion of this Contract if Contractor does not transfer the records to the Town.
- D. Upon completion of this Contract, transfer, at no cost, to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

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, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-278-4548, lgaskins@highlandbeach.us, OR BY MAIL AT TOWN OF HIGHLAND BEACH, 3614 S. Ocean Blvd., HIGHLAND BEACH, FL 33487.

#### Article 10. MISCELLANEOUS.

- 10.1 The Town and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 10.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the Town's prior written approval. Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the Contract Time, or change orders
- 10.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 10.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

- 10.5 Entire Contract; Amendment and Waiver: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty, or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.
- 10.6 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 10.7 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 10.8 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 10.9 Effective date: The effective date of this Contract is the date the Contract is approved by the Town Commission.
- 10.10 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 10.11 Independent Contractor: Contractor is and shall be, in the performance of the Scope of Work under this Contract, an independent contractor, and not an employee, agent, or servant of the Town. All persons engaged in any of the Scope of Work performed pursuant to this Contract shall at all times, and in all places, be subject to Contractor's sole direction, supervision, and control. Contractor shall exercise control over the means and manner in which it and its employees perform the Scope of Work.
- 10.12 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

- 10.13 Enforcement; Waiver of Jury Trial: If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS
- 10.14 Continuing Obligation: Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.
- 10.15 Reserved.
- 10.16 Notice: Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the Town:

Town of Highland Beach Attn: Town Manager 3614 S. Ocean Blvd. Highland Beach, FL 33487

and to Contractor as follows:

Either party may amend this provision by written notice to the other party.

- 10.17 Public Entity Crimes: Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier or sub-consultant/sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Contractor will advise the Town immediately if it becomes aware of any violation of this statute.
- 10.18 Force Majeure: Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

- 10.19 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, Contractor acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 10.20 Scrutinized Companies: Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Contract at its sole option Contractor or any of its subcontractors are found to have submitted a false certification; or if Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

If this Contract is for one million dollars or more, Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Town may immediately terminate this Contract at its sole option if Contractor, or any of its subcontractors are found to have submitted a false certification; or if Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Contract.

- 10.21 Protection of Property: Contractor shall at all times guard against damage or loss to the property of the Town or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Town may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of Contractor or its agents. Contractor shall be responsible to safeguard all of their property such as tools and equipment while on site. The Town will not be held responsible for any loss of Contractor property due to theft or vandalism.
- 10.22 Defects: Contractor warrants that all goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following completion of all services unless a longer manufacturer warranty applies. The undersigned, upon notice of such defect, shall make the foregoing repairs as soon as reasonably possible or, if such repairs have already been made by the Town, the undersigned, upon receipt of evidence of the costs reasonably incurred by the Town in the making of such repairs, shall forthwith refund same to the Town. Anything herein to the contrary notwithstanding, the Town shall have the sole obligation to perform all maintenance required. Accordingly, the undersigned shall have no liability hereunder in the event that the repairs result from the failure of the Town to properly maintain same or misuse or abuse (except, however, nothing contained herein shall be construed to release the undersigned from liability for damage or defect caused by acts of the undersigned or its employees or agents in

connection with the completion by the undersigned of the project).

- 10.23 Audit: Contractor shall permit the Town, or any authorized representatives of the Town, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the Contractor's performance under this Contract including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Contract.
- 10.24 Human Trafficking: Contractor, by signing this Contract as set forth below, attests that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.
- 10.25 E-Verify: Pursuant to Section 448.095(5), Florida Statutes, Contractor shall:
  - a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
  - b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien";
  - c. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to Town upon request;
  - d. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
  - e. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Contract; and
  - f. Be aware that if Town terminates this Contract under Section 448.095(5)(e), Florida Statutes, Contractor may not be awarded a contract for at least one (1) year after the date on which this Contract is terminated and will be liable for any additional costs incurred by Town as a result of termination of this Contract.

## REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Contract on the day and year first above written.

	TOWN OF HIGHLAND BEACH, FLORIDA
	By:
ATTEST:	Approved as to form and legal sufficiency:
Lanelda Gaskins, Town Clerk	Leonard G. Rubin, Town Attorney
	CONTRACTOR
	By:
[Corporate Seal]	Print Name: Title:
STATE OF FLORIDA ) COUNTY OF PALM BEACH)	
, who was phys	ged before me this day of, 2025, sically present, as (title), orized to do business in the State of Florida, and who ced the following
as identification, and who did take an o Florida Statutes, are true and correct, and	ath that the facts stated with regard to section 787.0 that he or she is duly authorized to execute the foregoin(Contractor), to the same.
	Notary Public
	Print Name: My commission expires:
	141 y COMMINSSION CAPITOS

### EXHIBIT "A"

Town's Bid

#### EXHIBIT "B"

Contractor's Bid