

Invitation to Bid

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157



TITLE:

Janitorial Services - Village Hall and Off-Site Locations

ITB NO.:

2022-11-008

DUE DATE:

TUESDAY, APRIL 26TH, 2022

**on or before 3:00 p.m. EST
Municipal Building**

ISSUED: WEDNESDAY, APRIL 6TH, 2022

CONTACT PERSONS:

Director, Public Service Department
Mr. Dionisio Torres
Village of Palmetto Bay
DTorres@palmettobay-fl.gov

Procurement Specialist
Litsy C. Pittser
Village Managers Office – Procurement Division
LPittser@palmettobay-fl.gov

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SECTION 1.0: Advertisement



Invitation to Bid (ITB)

No. 2022-11-008

Janitorial Services – Village Hall and Off-Site Locations

The Village of Palmetto Bay is currently soliciting bids from qualified companies to provide janitorial services for Village Hall and Off-Site Locations. These services are to be provided with certain performance measures defined by this ITB.

Sealed bids will be received by the Village Clerk at, 9705 E. Hibiscus Street, Municipal Building, Palmetto Bay, Florida 33157, **no later than 3:00 p.m. on or before Tuesday, April 26th, 2022**, at which time they will be publicly opened and announced.

To be considered, all interested parties must request a copy of the bid document(s) which can be downloaded off our website <http://www.palmettobay-fl.gov> under Bids&RFP's. Documents shall be available on **Wednesday, April 6th, 2022, at 9:00am**. Please submit an original, one (1) copy and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package titled "**Janitorial Services – Village Hall and Off-Site Locations ITB # 2022-11-008**". The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation. If you have any questions, please contact the Procurement Specialist, Litsy C. Pittser in writing at LPittser@palmettobay-fl.gov.

There shall be a **mandatory** meeting held at Village Hall, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157 on **Thursday, April 14th, 2022**, at 10:00am. Vendors shall be given the opportunity to tour and familiarize themselves with the services required and facility.

The Village reserves the right to reject any and all bids, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village. Interested, qualified Companies can obtain information by contacting the Village of Palmetto Bay, Procurement Specialist at LPittser@palmettobay-fl.gov.

SECTION 2.0: Introduction

The Village of Palmetto Bay is looking for an experienced Janitorial Service vendor that can perform daily cleaning and upkeep for the Municipal Building and two other off-site locations with a distance less than 1 mile apart. The intention is to sign a contract with the Village for three (3) years with options to renew on an annual basis not to exceed five (5) consecutive years. The awarded vendor shall comply with the minimum requirements of this invitation to bid. All prospective vendors shall submit their bid form with the required forms.

END OF SECTION

SECTION 3.0: Terms and Conditions for Receipt of Bids

3.00 Requirement to Meet All Provisions

Each Vendor submitting a Bid shall meet the terms and conditions of the Invitation to Bid (ITB) specifications package to the satisfaction of the Village. By virtue of its Bid submittal, the Vendor acknowledges agreement with and acceptance of all provisions of the ITB specifications. The term "Successful Proposer" means the highest ranked, qualified, responsible Proposer to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award and whose Bid the Owner determines is in the best interests of the Village.

3.01 Errors and Omissions in ITB

Companies are responsible for reviewing all portions of this ITB, including all terms of the ITB and requirements of the Village's Procurement Code. Companies are to promptly notify the Village's Procurement Specialist, in writing, if the Vendor discovers any ambiguity, discrepancy, omission, or error in the ITB or forms. Any such notification should be directed to the Procurement Specialist (LPittser@palmettobay-fl.gov) in writing promptly after discovery, but in no event later than (6 calendar days) days prior to the date for receipt of Bids. Modifications and clarifications will be made by addenda as provided below.

3.02 Inquiries Regarding ITB

Inquiries regarding the ITB, including requests for clarification of the ITB, must be in writing. With respect to questions about the meaning or intent of the Project Specifications all questions shall be submitted in writing to the Village within seventy-two (72) hours after the receipt of the Project Specifications or Drawings. Failure to submit written questions regarding the Project Specifications within seventy-two (72) hours of receipt of the Project Specifications shall constitute a waiver of all claims associated herewith.

All inquiries shall only be directed to:

Mrs. Litsy C. Pittser
Procurement Specialist
Village Managers Office – Procurement Division
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Email: LPittser@palmettobay-fl.gov

Oral information is not binding, or the Proposer shall be deemed to have waived all claims associated therewith on the Village and will be without legal effect. Only questions answered by written addenda will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation. Replies will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bid Documents. Inquires must be received by Wednesday, April 20th, 2022, no later than 3:00pm.

3.03 Addenda to ITB

The Department may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the ITB for Bid purposes. The Department will make reasonable efforts to notify Companies in a timely manner of modifications to the ITB. Notwithstanding this provision, the Vendor shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. Each respondent should acknowledge receipt of any addenda by indicating same in their Bid submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the Bid herein. Failure to acknowledge any addenda may cause the Bid to be rejected.

3.04 Bid Withdrawal and Opening

A Vendor may withdraw its Bid, without prejudice prior to the time specified for the Bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the Bid will be returned to the Vendor unopened. No Bid can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Companies who withdraw their Bids prior to the designated date and time may still submit another Bid if done in accordance with the proper time frame. All Bids will be opened and declared publicly. Companies and/or their representatives are invited to be present at the opening of the Bid.

3.05 Revision of Bids

At any time during the submittal evaluation process, the Department may require a Vendor to provide written clarification of its submittal.

3.06 Reservations of Rights by the Village

The issuance of this ITB does not constitute an agreement by the Village that any award will actually be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, Bids, or Bid procedure;
- Reject any or all submittals;
- Change the selection process and/or committees
- Reissue an Invitation to Bid; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals.
- Bids received after the deadline will not be considered.

3.07 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or take action on account of any failure by a Vendor to observe any provision of this ITB.

3.08 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the village manager to the village council, are under the “Cone of Silence.”

The Cone of Silence ordinance is available at https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeld=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI.

Any communication regarding this Bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential vendor, service provider, proposer, lobbyist, or Vendor and the Procurement Specialist named herein regarding this Bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.09 Submittal and/or Presentation Costs

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Vendor prior to the execution of a contract, including but not limited to costs incurred by the Vendor as a result of preparing a response to this ITB.

Vendors are expected to examine the specifications, delivery schedules, prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Vendor’s own risk.

3.10 Certification

The signer of this Invitation to Bid (ITB) must declare by signing all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-Vendor List
3. Governmental References
4. Acknowledgment, Warranty, Certification and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit

11. Statement of Past Contract Disqualifications
12. E-Verify Affidavit
13. If using preference, Veteran's Preference Form

3.11 Public Records

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

3.12 Retention of Responses

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Vendor is awarded.

3.13 Insurance

Upon Village's notification of award, the Vendor shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions or Vendor liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Vendor, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Vendor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Vendor of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Vendor fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Vendor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Vendor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.14 Accounting

The Vendor shall submit invoices detailing the goods and services provided. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement. The Village will process the payment and disburse no later than 35 days after receipt of invoice.

Invoices, unless otherwise indicated, must show purchase order numbers, and shall be submitted to the Village of Palmetto Bay, Public Service Department, 9495 SW 180th Street, Palmetto Bay, FL 33157.

3.15 Statement of Contract Disqualifications

Each Vendor shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

3.16 Submittal of One Bid Only

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one Bid, except an alternative Bid when specifically requested; however, an individual or business entity that has submitted a sub-Bid to a Vendor submitting a Bid, or who has quoted prices on materials to such Vendor, is not thereby disqualified from submitting a sub-Bid or from quoting prices to other companies submitting Bids.

3.17 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled “Exceptions to Specifications”, which shall be prepared by the Vendor. This page shall then be attached to these documents and submitted at the same time as the Bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the Vendor to comply with the term and/or condition of the Bid to which the Vendor took exception. Failure to comply may be cause for rejection of the Bid.

3.18 Non-Appropriation of Funds

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Palmetto Bay’s Village Council.

3.19 Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

3.20 Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is included in the Agreement.

3.21 Liquidated Damages

Provisions for liquidated damages are set forth in the Contract.

3.22 Litigation

All Companies shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Vendor, any of its employees, or sub-Contractors has been involved in within the last three (3) years.

3.23 Sub-Contractors

If any Vendor submitting a Bid intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting companies must be clearly disclosed in the Bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village of Palmetto Bay.

In order that the Owner may be assured that only qualified and competent Sub-Contractors will be employed, each Proposer shall submit with the Bid a list of the Sub-Contractors who will perform the work for each division of the Project Specifications as indicated on the “List of Sub-Contractor” form contained within the Bid Form. The Proposer shall have determined to its own complete satisfaction that a listed Sub-Contractor has

been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed tasks comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Sub-Contractor shall be listed for each division of the Work. The "List of Sub-Contractor" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Sub-Contractor, person, and organization. No change shall be made to the "List of Sub-Contractor" after submission of the Bid, unless agreed to in writing by the Owner. The Owner may make determinations regarding the responsibility and qualifications of each Sub-Contractor. To demonstrate qualifications to perform the Work, each Sub-Contractor must be prepared to submit, within five (5) days of Owner's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification, and evidence of authority to conduct business in the jurisdiction where the Project is located. If Owner after due investigation has reasonable objection to any proposed Sub-Contractor, other person, or organization, either may before giving the Notice of Intent to Award request the apparent Successful Proposer to submit an acceptable substitute without an increase in the Bid Price.

In contracts where the Contract Price is based on Cost-of-the-Work Plus a Fee, the apparent Successful Proposer, prior to the Notice of Intent to Award, shall identify in writing to Owner those portions of the Work that such Proposer proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with Owner's written consent.

No Vendor shall be required to employ any Sub-Contractor, other person, or organization against whom he has reasonable objection.

3.24 Indemnification

The Vendor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this Bid and the performance of the agreement by the Vendor or its employees, agents, servants, partners, principals or sub-Vendors. The Vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents, and instrumentalities as herein provided. This indemnification shall

survive the expiration or termination of any agreement contemplated by this solicitation.

3.25 Quality

All materials used for the maintenance of the grounds shall be of the best quality, and highest-grade workmanship.

3.26 Protests, Appeals and Disputes

The procedures and requirements for Bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on

www.municode.com:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.27 Force Majeure

The performance of any act by the Village or Vendor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Vendor for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

3.28 Work Delays

Should the Vendor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Vendor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the Village may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

3.29 Authority of the Village's Project Manager

A. The Vendor hereby acknowledges that the Village's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid; questions

as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

- B. The Vendor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Vendor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Vendor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. If the Vendor and the Project Manager are unable to resolve their difference, the Vendor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to the Agreement authorize the Village Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Village Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Village Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- E. The Village Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Vendor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Village Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Vendor to the Village Manager for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Village Manager is entitled to exercise discretion or judgment or to decide or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Village Manager shall render a decision in writing and deliver a copy of the same to the Vendor. Except as such remedies may be limited or waived elsewhere in the

Agreement, Vendor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

3.30 E-Verify

Vendor acknowledges that the Village may be utilizing the Vendor's services for a project that is funded in whole or in part by State funds pursuant to a contract between the Village and a State agency. Vendor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Vendor during the Agreement term. The Vendor is also responsible for e-verifying its sub-Vendor's, if any, pursuant to any agreement between the Village and a State Agency and reporting to the Village any required information. Vendor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

3.31 Veteran's Preference for Small Business

In order to obtain an additional 10 pts during the examination process, a "Veteran-Owned Small Businesses Preference Form" shall be submitted with the Bid, along with all documentation required by the form, and statutory requirements and documentation must be met by the Bid due date.

End of Section

SECTION 4.0: Scope of Services

The Village of Palmetto Bay is seeking bids from qualified Vendors to provide cleaning services for the Village's Municipal Hall Building and two Village owned off-site locations.

Village Hall/Police Department - 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157

The area to be cleaned is approximately 24,504 square feet comprised primarily of office space, first floor contains (2) main restrooms, (2) restroom singles with shower located in the gym, (1) single restroom located in the Council offices. The first floor has (3) kitchenette pantries and (1) conference room. Second floor contains, (1) main restroom and (1) single restroom located in the Managers' office. The second floor contains (1) main kitchen area with (2) refrigerators, (1) training room and (2) conference rooms.

Public Service Office – 9495 SW 180th Street, Palmetto Bay Florida 33157

The area to be cleaned is approximately 1900 square feet comprised primarily of office space, contains main reception room (2) single restrooms and a full kitchen. The office contains (1) conference room.

900 Perrine Building – 900 Perrine Avenue, Miami, Florida 33157

The area to be cleaned is approximately 2100 square feet comprised primarily of office space, contains main room reception area, (2) single restrooms and a full kitchen.

Hours of operation shall be Monday through Friday, starting at 4:00pm until work is completed based on daily, weekly, and monthly scope goals. Village Hall shall be the first location to start work giving priority to the Police Department and then working towards the other areas of the building. The order of the offsite locations shall be the Vendors decision.

The vendor shall supply their own tools and materials to successfully completed the scope under this ITB. The Village in turn shall provide the supplies to the Vendor. The Vendor shall keep an inventory of supplies, once supply is low, they shall let the Director of Public Service, Dionisio Torres know in writing to replenish the supplies. The Village of Palmetto Bay is LEED certified and therefore, abides by Eco-Friendly product green Seal or EPA Dfe Certified.

4.01 Restrictions and Conditions

The selected Vendor shall adhere to the following rules and conditions concerning janitorial services for Village Hall and the Police Department. Neglecting or intentionally failing to abide by these rules shall be grounds for contract termination.

4.02 General Requirements

DAILY

- Empty all trash, receptacles and replace liners (as needed)
- Clean and sanitize restrooms including faucets, counters, and toilets (including the tank, bowl, seats and underneath the toilet seats), urinals, sinks and showers and handrails/fixtures
- Replenish soap dispenser/soap pumps and paper towels
- Clean mirrors on all restrooms
- Sweep and mop floors. Including foyers, bathrooms, breakrooms, and hard floor surfaces.
- Elevator: sweep and mop floors, clean and polish inside fixtures.
- Clean and disinfect all counters
- Clean and polish drinking fountains

WEEKLY

- Clean conference room tables
- Vacuum all carpeted areas (or as needed)
- Remove smudges and fingerprints off walls and doors
- Clean microwaves and toaster oven
- Clean all glass doors and glass walls
- Clean reception room bullet-proof glass at Police Department
- Clean Glass Bulletin Board on exterior
- Sweep and mop staircases
- Vacuum and mop the gym
- Clean/Dust baseboards
- Clean Staircase

MONTHLY

- Clean and disinfect staff refrigerators, downstairs and upstairs
- Clean Council Chamber Dais and Podium
- Clean inside windows
- Spot Clean Carpets (as needed)
- Clean windows inside and blinds/window covers
- Wax Tile Floors

4.3 Workers

Personnel must not be employed under this Contract if they have currently or have in the past been involved in military conduct resulting in dishonorable or undesirable discharge; any pattern of irresponsible behavior, including but not limited to unreasonable driving or a problem employment record; or any criminal conviction (felony and misdemeanor). The Village reserves the right to request the replacement of an employee anytime during this contract term; and further reserves the right to demand that the Vendor relieve/suspend an employee from his/her assignment. The Village will not tolerate inappropriate actions such as nonperformance of duties; being under the influence of alcohol, drugs, or non-prescription medications which effect job performance; inability to communicate (both verbally and in writing); theft; and unprofessional conduct.

4.4 Quality Assurance

The Village will require visits from a supervisor once a week for quality control purposes and to ensure tasks are completed as scheduled.

4.5 Uniforms

Workers shall wear a uniform or identification that clearly always identifies the company name while performing work.

4.6 Term

The awarded vendor will sign a three (3) year contract with options to renew on an annual basis not to exceed five (5) consecutive years.

4.7 Terms of Payment

The Vendor will issue an invoice once a month detailing the services completed, the Village in turn will pay the invoice within 30 days after receipt.

4.8 Bids Proposal

Interested vendors must submit a proposed monthly fee to include all the work as detailed in this invitation to bid. Bid shall include labor, materials, and equipment to complete the scope. (Bid Sheet has been included to this invitation to bid).

END OF SECTION

SECTION 5

5.00 Bid Submission Requirements

BID SUBMITTAL CHECKLIST

In order to be responsive, the Vendor must submit the following items:

- A. **One (1) sealed envelope which includes:** One (1) original, One (1) copy and a CD or flash drive of your submittal no later than 3:00pm EST April 26th, 2022.

Village of Palmetto Bay
Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL, 33157

- B. **Signed and completed forms from Section:**

Bid Form
Introduction letter with contact information
Years in Business
List of Sub-Contractors
References
Section 8 (Required Bid Forms)
Addendum Acknowledgement
E-Verify Affidavit
Veteran's Preference for Small Business Form (if applying preference)

- C. **Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the Bid submission.** A Proposer's failure to include a signed formal Addendum in its Bid submission may deem its Bid non-responsive.

END OF SECTION

SECTION 6.0: Evaluation and Selection Criteria

6.0 Evaluation and Content of Bids

The purpose of this bid is to demonstrate the qualifications, competence and capacity of the Vendor seeking to provide janitorial services for the Village of Palmetto Bay in conformity with the requirements of this Invitation to Bid. As such, the substance of the Invitation to Bid and qualifications will carry more weight than their form or manner of presentation. The technical response should demonstrate the qualifications of the vendor/company and of the staff to be assigned to this service.

6.1 Evaluation

Bids shall be evaluated and ranked based on, among additional factors, the following:

Points

- 20 Cost of Services
- 35 The vendors' performance on comparable contracts. (References).
- 30 Methodology to perform the services to fulfill the Scope that the bid requires.
- 05 Vendor's years in the Janitorial Cleaning service business.

90 Total Available Points with an additional 10pts for Veteran's Preference

6.2 Preparation of Bids:

1. Vendor shall need to provide (1) copy, (1) original and an electronic copy of their bid either CD or flash drive. All copies must contain all the mandatory and any optional materials associated with the scope of this bid. Additional copies may be requested by the Village at their discretion.
2. Sealed Bids will be submitted in one package marked "Janitorial Services – Village of Palmetto Bay and Off-Site Locations" ITB 2022-11-008 to include the name of company, address, contact person and phone number.
3. The package with the bids inside should be sent to:

Ms. Missy Arocha, Village Clerk
 Village of Palmetto Bay
 9705 E. Hibiscus Street
 Palmetto Bay, Florida 33157

All Vendors are reminded that it is the sole responsibility of the Vendors to ensure that their Bid is time stamped in at Village Hall prior to **3 p.m., local time, on April 26th, 2022**. The Village's time/date stamp will be considered as the official time. Failure of a Vendor to submit their Bid and ensure that their Bid is time stamped prior to the time stated above shall render a Vendor non-responsive and the Bid shall not be considered for award.

4. All required signatures shall be manual, in **blue ink** of an authorized representative who has the legal authority to bind the Vendor in contractual obligations. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by Vendor to any part of the Bid document shall be initialed in ink. Failure to manually sign the appropriate Bid forms will disqualify the Vendor and the Bid will not be considered.

Bids by corporations shall be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships shall be executed in the partnership name and signed by a partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.

6.3 Preparation of Bids:

1. Introduction Letter

A letter introducing the Company to include the corporate name (if applicable), address and telephone number of principals' office, number of years in business and size.

2. Experience

Vendor shall have a minimum of three (3) years of successful experience in providing Janitorial Services. A summary of the most recently awarded and serviced comparable jobs, for the past three (3) years shall be provided. This record shall show the name of the facility owner and/or representative, address, description of services, dates of service, rates and fees and a contact/reference person with phone number, and email contact information. Vendor shall provide three references for the jobs summarized.

3. Financial Stability

Vendor shall demonstrate financial stability by providing their most current financial statement, including information as to current or prior bankruptcy proceedings for the past five (5) years. Bids shall include a copy of the most recent annual financial report providing, at a minimum, a Balance Sheet, an Income Statement, and a Statement of Cash Flows. **(This Information Shall be put in a separate envelope and marked CONFIDENTIAL. Only one copy is necessary, this information is privy and exempt from FS 119. Once the examination has been complete, the Procurement Department will shred and destroy the information.)**

4. Litigation History

Vendor shall provide a summary of any litigation or arbitration that the Vendor, its parent company, or its subsidiaries have been engaged in during the past three (3) years against or involving (1) any public entity for any amount, or (2) any private entity for an amount greater than One Hundred Thousand Dollars (\$100,000.00). The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The Village may disqualify any Vendor it determines to be excessively litigious.

5. Insurance Requirement

Vendor shall provide proof in the form of a certificate of insurance complying with the requirements specified in this ITB or evidence of insurability in the form of a letter from its insurance carrier indicating that the Vendor is able to obtain the required insurance and that the Vendor shall add the Village as an additional insured.

6. Vendor Non-Collusion Certification

Any Vendor submitting a Bid to this ITB shall complete and execute the Non-Collusion Affidavit of the Vendor (Form entitled Non-Collusion Affidavit) included in these ITB documents.

7. Drug-Free Workplace

The Vendor shall certify that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive consideration, a signed certification of compliance (Form entitled Drug-Free Workplace), shall be submitted with the ITB response.

8. Addenda

The Vendor shall complete and sign the Acknowledgment of Addenda (entitled Acknowledgment of Addenda) and include it in the Bid in order to have the Bid considered. In the event any Vendor fails to acknowledge receipt of such addenda, his/her Bid shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Bid shall constitute acknowledgment of receipt of all addenda, whether received by him/her.

9. Independence Affidavit

The Vendor shall list and describe their relationships with the Village in accordance with the ITB (Form entitled Independent Affidavit).

10. Bid Sheet

The Vendor shall fill in the bid sheet and submit with, if applicable with Veteran's Preference form.

The Village has the right during the evaluation to contact Vendors/Vendors for additional essential information to complete their scoring/examination.

END OF SECTION

SECTION 7.0: Schedule of Events

The anticipated schedule for selection of Vendor is shown below:

Bid Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Wednesday, April 6th, 2022	Posted on Daily Review and Villages' Website	
Last day to Submit Questions	Wednesday, April 20 th , 2022	Via Email to Lpittser@palmettobay-fl.gov	3:00 pm EST
Bid Submission Date	Tuesday, April 26th, 2022	Village Hall 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00pm EST
Mandatory Pre-Bid Meeting	Thursday, April 14 th , 2022	Village Hall 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	10:00am

7.01 Contract Award

A. Bid Retention and Award

The Village reserves the right to retain all Bids for a period of 90-days for examination and comparison. The Village also reserves the right to waive non substantial irregularities in any Bid, to reject any or all Bids, to reject or delete one part of the Bid and accept the other, except to the extent that Bids are qualified by specific limitations.

B. Competency and Responsibility of Vendor

The Village reserves full discretion to determine the competence and responsibility, firmly and/or financially, of Vendor. Vendor will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

C. Contract Requirement.

The Vendor to whom award is made (Vendor) shall execute a written contract with the Village after notice of the award has been sent by mail to it at the address given on the Bid. The contract shall be made in the form adopted by the Village and incorporated in these specifications.

D. Insurance Requirements.

The Vendor shall provide proof of insurance in the form, coverages and amounts specified in 3.13 of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

E. Business License & Tax.

The Vendor must have a valid business license and tax certificate before execution of the contract.

F. Failure to Accept Contract.

The following will occur if the Vendor to whom the award is made (Vendor) fails to enter into the contract: the award will be annulled; any Bid security will be forfeited in accordance with the special terms and conditions if a Vendor's bond or security is required; and an award may be made to the next highest ranked Vendor with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

G. Completion of Contract.

The contract term commences upon the issuance of Notice to Proceed and will be in force for three (3) years with an option to renew annually with the discretion of the Village no more than five (5) consecutive years.

END OF SECTION

8.0 Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State 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 companies have a drug-free workplace program. 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' 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 employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee 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 Vendor complies fully with the above requirements.

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date: _____

SUB-CONTRACTOR LIST

Vendor shall list all Proposed Sub-Contractor to be used on this project if they are awarded the Contract.

Classification of Work	Sub-Vendor Name	Address	Telephone and Fax

REFERENCES

Each Bid must be accompanied by a list of at **three (3)** references, which shall include all the information requested below:

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Janitorial Services - Village Hall and Off-Site Locations ITB# 2022-11-008



Name of Proposer: _____

To Whom It May Concern,

The above reference vendor is submitting on a Bid solicitation that has been issued by the Village of Palmetto Bay. We require that the Proposer provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work:

Initial Value of Contract: _____ Final Value of Contract: _____

Was the work performed timely: Yes No

Was the work performed to acceptable quality standards: Yes No

Would you enter into a contract with the vendor in the future? Yes No

Was the Vendor responsive to your request and keep you fully informed of the work and issues related to the work? Yes No

Total number of change orders: _____ Were any Vendor driven: _____

Number of RFI's submitted by the vendor: _____

If you responded no to any of the above, please provide details:

Name of Public Entity/Company: _____

Name of Individual completing this form: _____

Signature: _____ Title: _____

Telephone: _____ Email: _____

Thank you for your support in helping us evaluate our solicitation response

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Vendor warrants that it is willing and able to comply with all applicable State of Florida laws, rules, and regulations.

B. Vendor warrants that they have read, understand and are willing to comply with all the requirements of the ITB and the addendum/ addenda nos.

C. Vendor warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Vendor warrants that all information provided by it in connection with this Bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Vendor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Vendor has not, and will not, pay a fee for which is contingent upon the Village awarding this contract. Vendor warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Vendor acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Vendor, if the Vendor is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor Name: _____

Date: _____

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

_____being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
_____the Vendor that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or a sham Bid;
- (4) Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor or person to submit a collusive or sham response in connection with the work for which the attached Bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Vendor or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor Name: _____

Date: _____

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

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

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 Village OF PALMETTO BAY, FLORIDA

By _____

For _____

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 - S.S. # _____)

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 any 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 any 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 or a conviction of a public entity crime, with or without an adjudication 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, and 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 person of shares constituting a controlling interest in another person, or 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 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 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 or any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bids 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 any entity.

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor Name: _____

Date: _____

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

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:
____ - ____ - ____.)*

I, being duly first sworn state: That the above named Vendor, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-Vendor, or third party Vendor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

Continued next page.

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor Name: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20 __, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or Type as commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER DISCLOSURE)

Proposer or Vendor hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer or Vendor recognizes that with respect to this transaction or Bid, if any Proposer or Vendor violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer or Vendor may be disqualified from furnishing the goods or services for which the Bid or Bid is submitted and may be further disqualified from submitting any future Bids or Bids for goods or services to Village.

Accordingly, Proposer or Vendor completes and executes the Business Entity Affidavit form below. The terms "Proposer" or "Vendor," as used herein, include any person or entity making a Bid herein to Village or providing goods or services to Village.

I, _____ being first duly sworn

state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

Federal Employer Identification Number (If none, Social Security Number)

Continued next page

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

Street Address Suite Village State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than sub-Vendors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial, or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor Name: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We _____ (Vendor), hereby acknowledge and agree that we, as the Prime Vendor for Village of Palmetto Bay, Village of Palmetto Bay _____, ITB# **2022-11-008**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to _____ the _____ failure _____ of _____ :

(Sub-Vendor’s Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor Name: _____

Date: _____

Attest: _____

Print Name: _____

Attest: _____

Print Name: _____

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
 } SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein Bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and _____ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Vendor or by an officer of the corporation.

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor Name: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

Continued next page

NOTARY PUBLIC

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Vendor shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from Proposing on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

Executed on _____ at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor Name: _____

Date: _____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

E-VERIFY AFFIDAVIT

STATE OF _____

COUNTY OF _____

I, _____ (the individual attesting below), being duly authorized
by and on behalf of _____ (hereinafter “Employer”) after
first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark “Yes” or “No”)
 - a. YES _____
 - b. NO _____
4. Employer’s sub-Contractor will comply with E-Verify, and Employer will ensure compliance with E-Verify by any and all sub-Contractor subsequently hired by Employer.

This _____ day of _____, 20__.

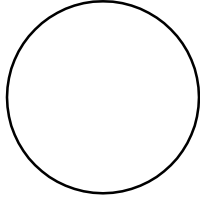
Signature of Affiant

Print or Type Name: _____

State of _____

County of _____

Continued Following Page



Seal

Signed and sworn to (or affirmed) before me, this
the _____ day of _____, 20____.

My Commission Expires: _____

Notary Public

NHCS – E-Verify 081815

VETERANS' PREFERENCE CERTIFICATION

Date: _____ Name: _____

If you seek Veterans' Preference, please "check" the appropriate box, and provide this form and documentation of your status along with your bid/Bid. I certify that I am qualified to claim Veterans' Preference under the category checked below:

(a) A disabled veteran:

_____ 1. Who has served on active duty in any branch of the United States Armed Forces, has received an honorable discharge, and has established the present existence of a service-connected disability that is compensable under public administered by the United States Department of Veterans Affairs; or

_____ 2. Who is receiving compensation, disability retirement benefits, or pension by reason of public laws administered by the United States Department of Veterans Affairs and the United States Department of Defense.

_____ (b) The spouse of a person who has a total disability, permanent in nature, resulting from a service-connected disability and who, because of this disability, cannot qualify for employment, and the spouse of a person missing in action, captured in line of duty by a hostile force, or forcibly detained or interned in line of duty by a foreign government or power.

_____ (c) A wartime veteran as defined in s. 1.01 (14), who has served at least 1 day during a wartime period. I acknowledge that active duty for training may not be allowed for eligibility under this paragraph.

_____ (d) The un-remarried widow or widower of a veteran who died of a service-connected disability.

_____ (e) The mother, father, legal guardian, or un-remarried widow or widower of a member of the United States Armed Forces who died in the line of duty under combat-related conditions, as verified by the United States Department of Defense.

_____ (f) A veteran as defined in s. 1.01 (14), F.S. I acknowledge that active duty for training may not be allowed for eligibility under this paragraph.

_____ (g) A current member of any reserve component of the United States Armed Forces or the Florida National Guard. If so, please attach FDVA form VP2, signed by your immediate military supervisor, to document your status.

Please submit this certification with your Bid/bid. To receive Veterans' Preference this, form, and documentation to prove your status must be received with your Bid. Questions regarding this form can be addressed to: LPittser@Palmettobay-fl.gov.

This statement is true to the best of my knowledge and belief.

By _____

Printed Name _____

SECTION 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Vendor

Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Janitorial Services - Village Hall and Off-Site Locations**
ITB No. 2022-11-008 in accordance with Contract Documents
as prepared by the Village

Gentlemen:

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your Bid of: _____ Dollars (\$_____) submitted to the Village of Palmetto Bay (Owner) on _____ (Date).

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:

Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Vendor

Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Janitorial Services - Village Hall and Off-Site Locations**
ITB No. 2022-11-008 in accordance with Contract Documents
as prepared by the Village

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Village Managers' Office. The Commencement date is _____, 20____. Completion date shall be _____, 20____.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Village of Palmetto Bay Manager's Office Director and/or his/her designee will be responsible for this project.

Sincerely yours,

By: _____
Litsy C. Pittser, Procurement Specialist

SECTION 10.0: Exhibits

Contract for: Janitorial Services - Village Hall and Off-Site Locations

Between the Village of Palmetto Bay, Florida and _____.

THIS Contract is made and entered into as of the _____ day of _____ 20__, by and between the Village of Palmetto Bay, a Florida Municipal Corporation (the "Village"), and _____, (the "Company") and jointly referred to as the "Parties".

WHEREAS, the Village advertised an Invitation to Bid ("ITB") on March 10th, 20__;
and

WHEREAS, the Company submitted a Bid dated April 26th, 2022, in response to ITB# 2022-11-008; and

WHEREAS, the Village Council, at a meeting held on _____, accepted the Company to refresh and redesign the data center servers, storage, virtualization environment and uninterruptible power delivery systems (the "Project") based on scope furnished by the Village's IT Department and Bid submitted by the Company in response to the ITB (the "Work").

NOW THEREFORE, in consideration of the promises and the mutual covenants below, the Parties agree as follows:

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1. Exhibits
2. Scope of Work
3. Qualifications
4. Term/Construction Schedule
5. Contract Price
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7. Notices
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10. Insurance/Bonds
11. Modifications/Amendments
12. Governing Law
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24. Company Non-Discrimination
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27. Severability
28. E-Verify

Article I. Exhibits

The following Exhibits are incorporated by reference and made part of this Contract:

The below Exhibits are also collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

- A. This Contract
- B. (i) ITB# 2022-11-008 issued by the Village

C. (ii) Company Bid

Article 2. Scope of Work

1. The Work is generally described as follows:

Janitorial Services for Village Hall and Offsite Locations such as: Public Service House and the Perrine House.

2.The Company agrees to furnish all the materials, tools, equipment, labor, services, incidentals, and everything necessary to perform and shall perform the Work in accordance with ITB# 2022-11-008. The Company warrants that all materials and equipment furnished will be new and of good quality and will be free of defects. All material or equipment warranties shall be issued in the name of the Village.

3.The Company represents and warrants to the Village that: (1) it possesses all qualifications, licenses and expertise required for the performance of the Work (2) it is not delinquent in the payment of any sums due the Village: (3) all personnel are and shall be at all times during the term fully qualified and trained to perform the tasks assigned and (4) the Work will be performed in the manner described on ITB# 2022-11-008.

4.The specifications for this Project are to the best knowledge of the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. The Company is cautioned to undertake an independent analysis of any test results in the specifications, as the Village does not guaranty the accuracy of any test results contained in the specifications package. In preparing its Bid, the Company and all sub-Contractors named in its Bid shall bear sole responsibility for Bid preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or test data in the Village's possession. Any patent ambiguity or defect shall give rise to a duty of the Company to inquire prior to Bid submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Company. An ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming reasonable skill, ability, and diligence on its part, knew or should have known of the existence of the ambiguity or defect.

The failure of the Company to notify the Village in writing of specification defects or ambiguities prior to Bid submittal shall waive any right to assert

defects or ambiguities after the submittal of the Bid. In the event that, after awarding the Contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the Village in writing, and the Company shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether a change order, time extension, or additional compensation has been granted by Village. The Company shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Project as applicable.

5. The Company shall promptly correct Work rejected by the Village as failing to conform to the requirements of the Contract Documents. The Company shall bear the cost of correcting rejected work, including the cost of uncovering, replacing and additional testing.

Article 3. Qualifications

The individual executing the Contract on behalf of the Company warrants to the Village that the Company is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all required licenses and certificates of competency required by the State of Florida, Miami -Dade County, and the Village to perform the Work. The Company acknowledges that due to the nature of this Contract that the Company must take all necessary precautions to avoid accidents and shall comply with all local, state, and federal regulations that apply. The Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

The Site Supervisor for the Company is _____.

Article 4. Term/Construction Schedule

The term of this Contract shall commence upon the issuance by the Village of a "Notice to Proceed", shall remain in effect until the Work has been completed and the Village has satisfactorily accepted the Work performed.

Article 5. Contract Price

(A) The Contract price shall include all Work and materials necessary for the proper execution and completion of the Project. The lump sum price for the Project is (in words) (\$_____).

(B) The payments shall be as follows: Company shall submit an invoice to: Village of Palmetto Bay, Public Service Department, 9495 SW 180th Street, Palmetto Bay, Florida 33157. Monthly invoices shall be paid within 30days after receipt.

Article 6. Construction Supervision/Reports

(A) The Village Manager is designated as the Contract Administrator for the Village. Reports and information the Village reasonably requires regarding the administration of this Contract should be addressed to the Village Manager with copies to Dio Torres, Public Service Director. The Villages' assigned Project Manager is Dio Torres, Public Service Department.

(B) The Site Supervisor for the Company is _____ (name and contact information). The Site Supervisor shall supervise and direct the Work using his best skill and attention. The Project Manager shall be solely responsible for and have control over the construction means, methods, techniques, sequences, and procedures, and for coordinating all aspects of the Work.

Article 7 Notices

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand- delivery or by Federal Express addressed to the Parties at the following address:

Village:

Company:

Nick Marano
Village Manager
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Article 8 Termination

A. Termination Without Cause

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other Party. Termination or cancellation of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit. Termination of the Contract will not relieve the Company of any obligations

or liabilities resulting from any acts committed by the Company prior to the termination of the Contract.

B. Termination with Cause

Without waiving the right to terminate without cause, a Party may issue a written notice to the other claiming that the other Party is in breach of Contract and giving the other Party ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

C Liquidated Damages.

The Parties recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in Article 4 above. They also recognize the expense and difficulties involved in a legal or arbitration proceeding. The Company acknowledges and agrees that the actual damages which the Village will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described are a fair and reasonable estimate of the delay damages which the Village is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the Parties agree that as liquidated damages for delay, but not as a penalty, the Company shall pay the Village the amount of One Thousand and 00/100 Dollars (\$1,000.00) for each day after the time specified in the Documents for Substantial Completion.

Liquidated damages shall be deducted from the Company's applications for payment. However, if at the time of the Company's final application for payment, the Company is owed insufficient amounts to fully cover the deduction for liquidated damages, then the Company shall pay the amount due within ten (10) days of written demand by the Village.

Article 9 Indemnification

- A. The Company shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Company or its employees, agents, servants, partners, principals or sub-Contractors. The Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, and shall pay all costs, judgments, and attorney's fees which may issue. The Company expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Company shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provide for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village by the Section 768.28, Florida Statutes.
- B. The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damages. The Village does not waive sovereign immunity under Section 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this Contract, the prevailing Party shall be entitled to its reasonable attorney's fees and costs in a trial or appellate court. The Parties knowingly, irrevocably, voluntarily, and intentionally waives all rights to trial by jury.

Article 10 Insurance/Bonds

- (A) The Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village Notice to Proceed issued to Company. Certificates of Insurance must be submitted to the Procurement Division. Certificates of Insurance that provide insurance coverage must meet the requirements outlined

below:

- Comprehensive General Liability – \$ 1,000,000 combined single limit for each occurrence for bodily injury and property damage and designating the Village as Additional Insured.
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions of liability--\$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the Village.

In addition, the Company agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of its liability and obligations under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the Company shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Company fails to submit the required insurance documents in the manner prescribed within five (5) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

(B) Performance and Payment Bonds – must be received before Notice to Proceed is issued.

Article 11 Modification Amendment

This writing and exhibits contain the entire Contract of the Parties. No representations were made or relied upon by either Party, other than those that are expressly set forth. No agent, employee, or other representative of either Party is empowered to modify and amend the terms of this Contract, unless executed in writing with the same formality as the execution of this Contract. No waiver of any provision of this Contract shall be valid or enforceable unless such waiver is in writing and signed by the Party granting such waiver.

Article 12 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in the state courts of Miami-Dade County, Florida.

Article 13 Waiver

The failure of either Party to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Contract shall not constitute a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct. No waiver by the Village of any provision of this Contract shall be deemed to be a waiver of any other provision of any subsequent breach by the Company of the same, or any other provision of the Contract. The Village's consent to or approval of any act by the Company requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

Article 14. Assignment

The Company shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract.

Article 15 Prohibition Against Contingent Fees

The Company warrants that, other than a bona fide employee working solely for the Company, no person has been retained to solicit or secure this Contract, and that it has not paid or agreed to pay any person, corporation, individual or entity any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

Article 16 Conflict of Interest

The Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference as if fully set forth.

Article 17 Entire Agreement

No statements, representations, or warranty, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the Parties or be binding upon either. The Parties acknowledge that this Contract contains the entire understanding and agreement of the Parties.

Article 18 Captions and Paragraph Headings

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Contract, nor the intent of any of its provisions.

Article 19 Joint Preparation

The preparation of this Contract has been a joint effort of the Parties and shall not be construed more severely against either Party. the other. It is the Parties' further intention that this Contract shall be construed liberally to achieve its intent.

Article 20 Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

Article 21 Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Company shall remove all construction equipment, machinery and surplus material and properly dispose of waste material.

Article 22 Public and Employee Safety

Whenever the Company's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect, and maintain such fences, temporary railings, barricades, lights, signs, and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public, Village employees or Village property.

Article 23 Immigration Act of 1986

The Company warrants on behalf of itself, and all sub-Vendors engaged in the performance of this Work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the Work. The Company must comply with Sec. 274A(e) of the Immigration and Nationality Act.

Article 24 Company Non-Discrimination

In the award of subcontracts or in performance of this Work, the Company agrees that it will not engage in, nor permit such sub-Vendors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (CFR § 26.13).

Article 25 Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing such materials. The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 26 Public Records

Florida law provides that municipal records should be open for inspection and copying under Section 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with this Contract shall become the property of the Village and shall be deemed to be public records subject to public inspection. The same responsibility lies on the Company, as it shall keep records and if asked to retrieve them by the Village, they must do so to abide by the Public Records law. IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE COMPANY'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Missy Arocha, marocha@palmettobay-fl.gov or call 305-259-1234. Further information on Section 119, F.S. can be found <https://www.flsenate.gov/Laws/Statutes/2020/0119.0701>.

Article 27 Severability

If any term or provision of this Contract shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

Article 28 E-Verify

In accordance with Florida Statute Chapter 448.095, a public employer, Vendor, or sub-Contractor may not enter into a Contract unless the Consultant/Vendor/company registers and uses the Federal E-Verify System. Thus, the Authority may not enter into or renew any Contract with a Consultant/Vendor/company that is not enrolled and uses the E-Verify system, and such company is obligated to do so. The Authority may ask for verification that the Consultant/Vendor/company has registered and is using the E-Verify system. The Consultant/Vendor/company may not be barred or penalized because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

IN WITNESS WHEREOF the undersigned Parties have executed this Contract on the date indicated above.

(Company)

Nick Marano, Village Manager

Name, Title

Attest:

Missy Arocha
Village Clerk

APPROVED AS
TO FORM

Village Attorney
John C. Dellagloria

EXHIBIT #1

BID SHEET

ITB# 2022-11-008 Janitorial Services-Village Hall and Off-Site Locations

All cleaning services, tools, materials, and labor as described in the Invitation to Bid to **exclude** supplies furnished by the Village on a monthly basis:

Village Hall Building: \$ _____

Public Service Building: \$ _____

900 Perrine Building \$ _____

Total Monthly Charge: \$ _____

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

Name: (Please Print)

Offeror Signature Title: Date: