

Agenda Item # C - 7

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

AGENDA ITEM: AUTHORIZATION TO REJECT ALL BIDS RECEIVED AND OPENED AT 3:00 P.M. ON WEDNESDAY, AUGUST 30, 2023 FOR CUSTODIAL SERVICES.

ISSUE: On August 30, 2023, the Village received and opened publicly all bids received in response to the Invitation to Bid for Custodial Services.

The Village only received one (1) bid proposal in response to the Invitation to Bid for Custodial Services. Village staff desires to reject all bids received and opened on August 30, 2023 and re-advertise for the requisite services.

The Invitation to Bid states that “[t]he **OWNER reserves the right to reject any or all Bids, to waive informalities, and to re-advertise.**”

Section 5.2. Acceptance/Rejection of Bids further states “[t]he **Village of Royal Palm Beach reserves the right to accept or to reject any and/ or all bids in whole or in part, with or without cause**, to waive any informalities and technicalities and to make the award to the Bidder, who in the opinion of the Village will be in the best interest of and/ or the most advantageous to the Village. The Village of Royal Palm Beach also reserves the right to reject the bid of any Vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The Village of Royal Palm Beach reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. **The Village of Royal Palm Beach reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.**

Only one bid from any individual firm, corporation, organization or agency under the same or different name shall be considered. Should it appear to the Village that any bidder is interested in more than one bid all bids in which such bidder has interest will be rejected.”

As permitted by the above, Village staff has decided to re-advertise and re-solicit this project.

RECOMMENDED ACTION: Staff recommends approval to reject all bids received and re-advertise the project.

Initiator:	Village Manager	Agenda	Village Council
Director of Parks and Recreation	Approval:	Date:	Action:
		9-21-23	

Village of Royal Palm Beach

Village Mayor and Council

Fred Pinto, Mayor

Jan Rodusky, Vice Mayor

Richard Valuntas, Councilman

Jeff Hmara, Councilman

Selena Samios, Councilwoman

Village Manager

Raymond C. Liggins, P.E., IRMA-CM

Village Manager

Parks and Recreation Director

Lou Recchio, CPRP

Project Documents For Custodial Services



1050 Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411
(561) 790-5100 ☎ 790-5174 📧 clerk@royalpalmbeach.com ✉



VILLAGE OF ROYAL PALM BEACH

CUSTODIAL SERVICES

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VILLAGE OF ROYAL PALM BEACH, FLORIDA



Advertisement for Bids

CUSTODIAL SERVICES

Sealed bids will be received by the Village of Royal Palm Beach, Florida at the office of the Village Clerk, located at 1050 Royal Palm Beach Blvd, Royal Palm Beach, Florida 33411 for subject project until 3:00 PM local time Wednesday, August 30, 2023 then opened publicly at that time.

PROJECT: Custodial Services

PROJECT DESCRIPTION:

Project consists of general custodial services including the setting up and tearing down for events taking place in the Royal Palm Beach Cultural Center on an as needed basis Friday and Saturday nights.

The Bid Documents will be open to inspection at the Clerk's office. Bid documents will be made available after noon on Monday, August 14, 2023, from the Village of Royal Palm Beach, ATTN: Village Clerk, 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida, 33411 at the following prices, which are non-refundable:

Contract documents may be delivered electronically via email at no cost by completing a [REQUEST FORM](#).

Bids must be accompanied by a Bid Security in the form of a certified bank check made payable to the Owner, or a Bid Bond. The amount of the security shall not be less than five (5) percent of the Bidder's total price indicated in Bid Form if the Bid exceeds \$50,000.00.

MANDATORY PRE-BID CONFERENCE and site visit to be held on Wednesday, August 23 2023 at 2:00 PM at the Royal Palm Beach Cultural Center, 150 Civic Center Way, Royal Palm Beach, FL 33411.

In accordance with F.S. 287.133 (2) (a), persons and affiliates who have been placed on the convicted vendor list may not submit bids, contract with, or perform work (as a contractor, supplier, subcontractor or consultant) with any public entity (i.e. Village of Royal Palm Beach) in excess of Thirty-Five Thousand Dollars (or such other amount as may be hereafter established by the Florida Division of Purchasing in accordance with F.S. 287.017) for a period of 36 months from the date of being placed on the convicted vendor list.

The **OWNER** reserves the right to reject any or all Bids, to waive informalities, and to re-advertise.

Publish: Royal Palm Beach Website

INSTRUCTION TO BIDDERS

1.0 DEFINITION

- 1.1 BIDDING DOCUMENTS include the Invitation to Bid, Instructions to Bidders, Index of Drawings, Information, the Bid Proposal Form and Attachments, Bid Bond and Contract Forms, the proposed Contract conditions, drawings, exhibits thereto and any Addenda issued prior to the date designated for receipt of bids.
- 1.2 The **DOCUMENTS** proposed for bidding of the Work consist of the following:
1. Bidding Requirements - Invitation to Bid, Instructions to Bidders, Index of Drawings, Information, Bid Proposal Form and Attachments, and Bid Bond
 2. Contract Forms - Contract, Performance Bond, Fidelity Bond and
 3. Addenda
- 1.3 ADDENDA are written or graphic instruments issued by the Owner via the Public Works Department prior to the submission of bids, which modify or interpret the bidding documents by additions, deletions, clarifications, or corrections or other type of modifications. Addenda will become part of the Contract Documents when the Contract is executed. Bidders, upon receiving addenda, shall insert same into the Bidding documents.
- 1.4 A **BID** is a complete and properly signed offer to do the work or designated portion thereof for the sums stipulated therein submitted in accordance with the Bidding Documents.
- 1.5 The BASE BID is the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base, to which work may be added or from which work may be deducted for sums stated in Additive or Deductive Bid Items.
- 1.6 An ADDITIVE or DEDUCTIVE Bid Item is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the work, as described in the Bidding Documents, is accepted by the Owner.
- 1.7 A LUMP SUM and UNIT PRICE BID is the sum stated in the BID for which the Bidder offers to perform the work described in the Bidding Documents containing lump sum and unit price work items. For the purpose of determining the BASE BID amount on a LUMP SUM and UNIT PRICE BID, the lump sum and the unit price costs multiplied by the estimated quantities contained in the Bidding Documents shall be added together.
- 1.8 The OWNER is the Village of Royal Palm Beach, a municipality incorporated in the State of Florida, as represented by its Village Council (hereinafter called "Owner" or "Village). Where the word "approval" is mentioned, "approval" shall mean action by the Village Council, or Owner's project representative.

1.9 The term CONTRACTOR shall mean the person or entity identified as such in the Contract and is referred to throughout the Contract Documents, Contractor shall mean the Contractor or his authorized representative.

2.0 BIDDERS REPRESENTATIONS

Each Bidder by making his Bid represents that:

2.0.1 He has read and understands the Bidding Documents and his Bid is made in accordance therewith.

2.0.2 He has visited the site and familiarized himself with the local conditions under which the work is to be performed.

2.1 Bidders and their proposed subcontractors or sub-subcontractors of any tier for this work shall be qualified and licensed for this particular work by the Florida State Contractor's Board prior to time of submission of the bid. Florida Contractor's License Numbers must be shown on the Bid Form. The Contractor, subcontractors and specialty contractors must also be licensed to perform work in The Village of Royal Palm Beach, except where F.S. 205.065 and **DPR** Rules 92-203 Section 32 apply.

2.3 The Bidder must be an equal employment opportunity employer.

3.0 BIDDING DOCUMENTS

3.1 Copies-Bidders must submit one (1) original and three (3) copies.

3.1.1 Bidders may obtain complete sets of the Bidding Documents from The Village Clerk's Office as indicated in the Invitation to Bid in the number desired and for the cost stated therein.

3.1.2 Bidders shall use complete sets of Bidding Documents in preparing Bids; the Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete or illegible sets of Bidding Documents.

3.1.3 The Owner, by making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the work and does not confer a license or grant for any other use. All information contained in the Bidding Documents is the sole property of the Owner and law prohibits any unauthorized use.

3.2 **Interpretation or Correction of Bidding Documents**

3.2.1 Bidders shall promptly notify the Owner in writing of any ambiguity, inconsistency or error, which is discoverable upon examination of the Bidding Documents or of the site and local conditions.

3.2.2 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Owner at the address listed in 3.2.4 at least five calendar days prior to the date for receipt of Bids.

- 3.2.3 Any interpretation, correction, or change of the Bidding Documents will be made only by Addendum. Written instructions regarding discrepancies, omissions or unclear intents shall be sent to all Bidders, who have received bid documents. Interpretations, corrections or changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.
- 3.2.4 Bidders finding discrepancies and/ or omissions or having doubt as to the intent of the any part of the Contract Documents shall at once notify the Village Parks and Recreation Director. Bidder's questions relative to bidding requirements, bidder qualification and contract award shall be directed to Village Parks and Recreation Director, 1050 Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411, Telephone No (561) 790-5124.
- 3.3 Addenda**
- 3.3.1 Addenda will be mailed, delivered or faxed to all who are known by the Owner to have received a complete set of Bidding Documents.
- 3.3.2 Copies of Addenda will be made available for inspection at the Village Clerk's Office where Bidding Documents are on file for that purpose.
- 3.3.3 No Addenda will be issued later than three work days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids, one which includes postponement of the date for receipt of Bids, or one whose content is limited to the listing of additional approved manufacturers and substitutions.
- 3.3.4 Prior to submission of its Bid, each Bidder shall ascertain that it has received all Addenda issued. The Bidder shall acknowledge receipt in writing of each individual addenda at the time of issuance and final receipt of all addenda by completing the acknowledgment space provided on the Bid Form.
- 4.0 BIDDING PROCEDURE**
- 4.1 Form and Style of Bids**
- 4.1.1 Bids shall be submitted on forms furnished by the Owner. Changes or additions to the bid, recapitulations or changes in the work bid upon, alternative proposals, or any other modifications of the Bid Proposal Form or Attachments to the Bid Proposal Form, which are not specifically called for in the Bid Documents may result in the Owner's rejection of the bid as non-responsive to the Invitation to Bid.
- 4.1.2 All blanks on the Bid Proposal Form and enclosures to the Bid Form shall be filled in by typewriter or manually printed in ink.
- 4.1.3 In the event there are unit price bid items provided in the BID PROPOSAL FORM and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. In the event there is more than one bid item in the Bid Proposal Form and the total indicated therein does not agree with the sum of the prices bid for the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly. Where so indicated by the make-up of the Bid Proposal Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

- 4.1.4 Any interlineations, alteration or erasure must be initialed by the signer of the **Bid** Form.
- 4.1.5 All requested, Additive or Deductive Bid Items shall be bid. If no change in the Base Bid is required, enter "No Change".
- 4.1.6 Reserved
- 4.1.7 Each page of the Bid Form and Attachments to the Bid Form shall include where requested, the legal name of the Bidder. The Bid Form shall also contain a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity, and shall be signed by the person or persons legally authorized to bind the Bidder to a contract.
- 4.1.8 In the event a Bid is submitted by two or more Bidders as a joint venture, such Bid shall be submitted in strict accordance with all applicable laws of the State of Florida, State Contractor License Law, and Rules and Regulations of the State Contractor's Board.
- 4.1.9 No person, firm or corporation shall be allowed to submit (or have an interest in) more than one Bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-bid to a bidder is not, however, disqualified from submitting a sub-bid or quoting prices to other bidders or submitting a prime Bid.
- 4.1.10 The following forms, together, comprise a Bid and must be submitted with the bid proposal

BID PROPOSAL FORM

1. Public Entity Crimes
2. Truth-In-Negotiation Certificate
3. Drug Free Workplace Certification
4. Bid Bond

Omission of or failure to complete any portion of the required forms at the specified time may be cause to reject the entire Bid.

4.2 Bid Security

- 4.2.1 Each Bid (over \$50,000) shall be accompanied by a BID SECURITY (in the form of, at Bidder's option, cashier's check, certified check, money order or Bid Bond in favor of the Owner) in the amount of at least five percent (5%) of the bid price pledging that the Bidder will within fourteen (14) days after Notice of Intent to Award, enter into a contract with the Owner on the terms stated in his Bid and will furnish bonds as described hereunder in covering the faithful performance of the Contract and the payment of all obligations arising there under. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as penalty. If a Bidder fails to execute a Contract for the project, the Bidder may be suspended or debarred from bidding on future projects for a period of one (1) year. The Owner may further pursue any and all remedies available against the Contractor for damages resulting from its failure to enter into a contract.
- 4.2.2 If provided, the surety bond shall be written on the Bid Bond form, included as part of the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his power of attorney.

- 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) the low Bidder withdraws his bid after bid day, without the Owner's consent or approval, (d) all Bids have been rejected.

4.3 **Submission of Bids**

- 4.3.1 **ALL sealed bids must be received in the office of the Village Clerk on or before 3:00pm, Wednesday, August 30, 2023 The envelope shall be addressed as follows:**

Contractor's Bid Proposal for: Cultural Center
 Custodial Services

Village of Royal Palm Beach
1050 Royal Palm Beach Boulevard
Royal Palm Beach, Florida 33411

No responsibility will be attached to the Owner for premature opening of or failure to open a bid not properly identified. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing with the notation "SEALED BID ENCLOSED" on the face thereof.

- 4.3.2 Bids, including those sent by mail, must be received and deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.
- 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- 4.3.4 Oral, telephonic, fax, email or telegraphic Bids are invalid and will not receive consideration.

4.4 **Modification or Withdrawal of Bid**

- 4.4.1 A Bid may not be modified, withdrawn, or canceled by the Bidder for the period after opening of Bids as stipulated on the Bid Form and each Bidder so agrees in submitting his Bid.
- 4.4.2 Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder and received by The Village Clerk before the date and time set for receipt of Bids; and it shall be so worded as not to reveal the amount of the original Bid.
- 4.4.3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- 4.4.4 Bid security shall be in an amount sufficient for the Bid as modified or resubmitted.

4.5 **Certification, Licenses and Insurance**

- 4.5.1 Bidder must hold all required certificates of competency, licenses, insurance and any other certification necessary to complete this contractual agreement. Copies of these certificates, licenses and insurance documents **must be submitted with the bid proposal** and must be in the name of the bidder shown on

the bid proposal form. The Village of Royal Palm Beach occupational license or registration shall be obtained and submitted **after notification of award** is received and prior to commencement of work.

4.6 Insurance Requirements

4.6.1 During the term of the contract the bidder shall procure and maintain insurance of the kinds and with the limits specified below and shall provide the Village with Certificates of Insurance as evidence thereof. The Village shall be named as an "additional insured" on all involved insurance policies relating to work to be performed under the contract. All involved policies must be endorsed so that thirty (30) days written notification of cancellation for any reason other than non-payment of premium, and any material change(s) in coverage shall be provided to the Village of Royal Palm Beach. All involved policies must be endorsed so that ten (10) days written notice of cancellation for non-payment of premium shall be provided to the Village of Royal Palm Beach. Insurance is required as follows:

- A. Comprehensive General Liability- minimum limits of \$1,000,000 per occurrence.
- B. Comprehensive Auto Liability- minimum limits of \$500,000 per occurrence.
- C. Workers Compensation - statutory limits in compliance with applicable state and federal laws.

4.7 Indemnification

4.7.1 Bidder agrees to protect, defend, reimburse, indemnify and hold the Village, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the Village by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whomsoever or any governmental agency, arising out of or incident to or in connection with the bidder's performance under this Agreement. Performance shall include, but is not limited to, bidder's acts, omissions or operations hereunder, or the performance, nonperformance or purported performance of the bidder or any breach of the items of this Agreement; provided, however, the bidder shall not be responsible to the Village for damages resulting out of bodily injury or damages to property which the bidder can establish as being attributable to the sole negligence of the Village, its respective agents, servants, employees or officers.

The indemnification shall include, but not be limited to, suits, actions or claims brought because of any injuries or damages sustained by any person or property on account of the bidder's operations in connection with the contract; or in consequence of any neglect in performing the work; or because of any act or omission by the bidder.

4.8 Contractual Agreement

This Invitation to Bid shall be included and incorporated in the final award and shall constitute a portion of the contract, together with the bid response and all specification documents including the approved drawings/plans. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of the State of Florida with attorney fees awarded to the prevailing party, including all appeals. Bidders awarded a contract will be required to execute the Village's standard contract, which is attached for your reference. PLEASE DO NOT EXECUTE SUCH AGREEMENT PRIOR TO AWARD OF BID. Bidders are advised to read the

Village's standard contract as the selected Bidder will be required to comply with its requirements. The Bidder's signature on the submittal shall serve as an acknowledgement that the Bidder is willing to enter into the Village's standard contract if awarded the contract.

Many of the terms contained in the Village's standard contract reflect requirements of Florida law and Village Code and cannot be altered. **DO NOT ATTACH YOUR BOILERPLATE CONTRACT.** The Village will not accept Bidder's boilerplate contract terms or alternative contract documents. References in Bidder's submittal to Bidder's terms and conditions, or attempts at substitution of the Village's standard contract are not acceptable and will result in rejection of Bidder's submittal as non-responsive. Also, submittals that take exception to the Village's standard contract terms will be considered non-responsive and rejected from further consideration.

4.9 **Information**

- 4.9.1 Any questions by prospective bidders shall be addressed at **a mandatory pre-bid conference to be held at the Cultural Center located at: 150 Civic Center Way, Royal Palm Beach, FL 33411 on Wednesday, August 23, 2023 at 2:00 PM.** No authorization has been given to Village personnel to interpret or give information as to bid requirements in addition to that, which is contained in the written bid document. Should the Village make modifications and/ or interpretations, an applicable addendum will be sent to all who obtained a bid package from the Village if sent prior to the pre-bid meeting or to all who attended the pre-bid meeting if the addendum is provided subsequent thereto. The Village shall not be responsible for providing said addenda to potential bidders who received a bid package from another source or who did not attend the pre-bid meeting.

5.0 **CONSIDERATION OF BIDS AND AWARD OF CONTRACT**

5.1 **Opening of Bids**

- 5.1.1 The Bids received on time will be opened publicly and will be read at the time and date identified for submission of bids at the location specified.

5.2 **Acceptance/Rejection of Bids**

The Village of Royal Palm Beach reserves the right to accept or to reject any and/ or all bids in whole or in part, with or without cause, to waive any informalities and technicalities and to make the award to the Bidder, who in the opinion of the Village will be in the best interest of and/ or the most advantageous to the Village. The Village of Royal Palm Beach also reserves the right to reject the bid of any Vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The Village of Royal Palm Beach reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The Village of Royal Palm Beach reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

Only one bid from any individual firm, corporation, organization or agency under the same or different name shall be considered. Should it appear to the Village that any bidder is interested in more than one bid all bids in which such bidder has interest will be rejected.

5.3 **Award of Contract**

- 5.3.1 Award will be made to the lowest responsive, responsible Bidder. To be considered responsive, the Bid must conform in all respects to the conditions of the Invitation to Bid, to the Instructions to Bidders, to Village Codes and to Florida law.
- 5.3.2 The Village of Royal Palm Beach, in accordance with Title VII of the Civil Rights Act of 1964, affirmatively ensures that in any contract entered into pursuant to the Invitation to Bid, minority business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, or national origin in consideration of award.
- 5.3.3 The dollar amount for award of this Contract shall be the Base Bid plus or minus any or all alternates selected by the Owner. The Owner reserves the option to award or re-bid alternates in any sequence or at any time deemed to be in the best interest of the Village. The amounts for each bid alternate shall constitute an ongoing and open offer and the prices stated in the bid proposal shall be maintained for a minimum period of 3 months, or the duration of the contract whichever is shorter. If the Owner opts to accept an alternate within the time frame identified above but after the time at which such activity fits into the Contractor's approved schedule so as to cause a time or monetary impact, the cost of the alternate can be adjusted accordingly. However, in no instance shall the Contractor be entitled to extend home office overhead costs as a result of the Owner exercising this option.
- 5.3.4 Owner reserves the right to cancel the award of any Contract at any time before the execution of said Contract by all parties without any liability against the Owner. In consideration of the Owner considering submitted Bids, the Bidder, by submitting its Bid, expressly waives any claim to damages, of any kind whatsoever, in the event the Owner exercises its rights provided for in this subsection.

5.4 Disqualification of Bidders

- 5.4.1 Any of the following causes is considered sufficient to disqualify a Bidder, and reject his proposal.
1. Interest by the same person in more than one proposal.
 2. Collusion among or between bidders.
 3. Unbalanced proposals; that are proposals in which the price bid is out of all proportion to the other bids received.
 4. Lack of responsibility on the part of the Bidders. (For example, no bidder would be considered responsible who had failed to satisfactorily carry out any previous contract with the Village).
 5. Lack of experience or capital on the part of the Bidder. Evidence of experience, ability, financial standing and machinery available may be required of any bidder.
 6. Substantial evidence of bad character or dishonesty.
 7. Lack of current applicable certification and/ or license for the purpose of performing the specified work.
 8. History of unsuccessful claims asserted by Bidder against public Owners in the State of Florida, such as to establish a trend of improperly asserted claims.
 9. Any other cause, which, as a matter of law renders the Bid non-responsive or non-responsible.

5.5 Minimum Bidder Requirements

- 5.5.1 All Bidders must prove to the satisfaction of the Village that they meet the minimum requirements as described below. All Bidders must submit all of the documentation required. The documentation should be brief, clearly written and to the point. Failure to submit all of the required documentation shall be cause for disqualification of the Bidder at the discretion of the Village.

1. Experience: Bidder entity must have a minimum of five years successful experience in commercial custodial/ cleaning and party setup and teardown services.
2. Account Representative/ Field Supervisor: Bidder shall supply name of and maintain local account representative/ field supervisor that will be responsible for the day-to-day operations of custodial staff.
3. Hours of Operation: The successful Bidder shall be required to perform the anticipated scope of services Fridays and/or Saturday evenings. The successful Bidder will be required to perform the anticipated scope of services for the Cultural Center after the conclusion of events. (11:00pm – 7:00am)
4. Bonding: The successful Bidder must provide the following bonds:
 - a. Bidder must provide a letter of commitment from a State of Florida licensed bonding company to provide a performance bond in the amount of the specified Bid.
 - b. Bidder must be bonded with a Janitorial Services Fidelity Bond from a State of Florida licensed bonding company in the amount of \$250,000.

MODEL AGREEMENT	
Village of Royal Palm Beach	Vendor:
Project: Cultural Center Custodial Services	Budget Account No: 001-4100-541-34-90

This Agreement, entered into this _____ day of _____ 2023, effective **October 1, 2023** by and between _____, hereinafter referred to as the "**VENDOR**", and the Village of Royal Palm Beach, Florida, a Municipal Corporation, hereinafter referred to as the "Village."

WITNESSETH:

Village and *VENDOR*, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and value of which is hereby acknowledged by both parties, hereby agree as follows:

1. Village and ***VENDOR***, both hereby agree to enter into an agreement for **Custodial Services** within the corporate limits of the Village in accordance with the Village Bid Specifications attached hereto as Exhibit "A". This agreement will commence **October 1, 2023** and will end on the **30th** day of **September, 2024**.
2. All terms and conditions of the Agreement shall be the terms and conditions as specifically set forth in the Village Bid Specifications for these services and the Bid proposal attached hereto as Exhibit "A". Both parties hereby agree and acknowledge that this three (3) page Agreement, along with Exhibit "A" and any other documents required by the Village Specifications shall constitute the entire Agreement.
3. Notice as required in the Agreement documents shall be sufficient when sent by certified mail or hand delivered to the parties at the following addresses:

Village: Village of Royal Palm Beach 1050 Royal Palm Beach Boulevard Royal Palm Beach, Florida 33411 Attn: Raymond C. Liggins, P.E., IRMA-CM Village Manager	Vendor: Attn:
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4. **VENDOR** shall perform all work required in accordance with the Bid Specifications for Total Annual Service work and is hereby authorized to commence this project on **October 1, 2023**. The Total Annual Service amount to be paid for the scope of work at the sixteen locations listed on the bid summary sheet is _____ **Dollars** (\$_____) and this amount will be allocated for payment as follows: the Village agrees to pay **VENDOR**, _____ **Dollars** (\$_____) for monthly custodial services at the end of each month commencing **October 1, 2023 until September 30, 2024** after services have been rendered. Upon completion of the services Village staff will deem if the work is satisfactory and report back to the Village Manager.

5. This Agreement may be renewed and extended for two (2), additional one (1) year terms for **Custodial Services** for the Total Annual Maintenance scope of work for the same annual amount of compensation, _____ **Dollars** (\$_____), as stated above in paragraph 4 for the location listed in the Village Bid Specifications, upon written agreement of both parties.

6. **VENDOR** is responsible for providing the Village monthly service reports. Monthly service reports must be submitted to Village prior to payment each month.

7. Either party may terminate this Agreement by providing a thirty (30) day written notice.

8. Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority and power. The inspector general has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the Village as well as contractors and lobbyists of the Village in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

9. In accordance with Sec. 119.0701, *Florida Statutes*, Vendor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal. Upon request from the Village's custodian of public records, Vendor must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A Vendor who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties pursuant to Sec. 119.10, *Florida Statutes*. Further, Vendor shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Vendor does not transfer the records to the Village. Finally, upon completion of the Agreement, Vendor shall transfer, at no cost to the Village, all public records in possession of the Vendor, or keep and maintain public records required by the Village. If the Vendor transfers all public records to the Village upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER

119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5100, OR AT Ddisanto@RoyalPalmBeach.com, OR AT 1050 ROYAL PALM BEACH BLVD., ROYAL PALM BEACH, FLORIDA 33411.

10. This three (3) page Agreement, along with other documents referenced in paragraph 2 above, constitutes the entire Agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed to by both parties and attached hereto as an addendum to this Agreement.

Witnesses to Vendor:	<i>Vendor:</i>

_____	_____

Witnesses to Village:	Village of Royal Pahn Beach

_____	Raymond C Liggins, P.E., IRMA-CM
_____	Village Manager

Exhibit 'A'

Scope of Services

1. The Vendor shall provide all materials, equipment, supplies (except as noted herein) and labor to perform the Custodial Services outlined herein for the Village buildings listed on the Bid Proposal Form. The Village will provide the following materials:
 - a. Waste receptacle liners,
 - b. Large waste receptacle bags/liners,
 - c. Soap for soap dispensers,
 - d. Hand lotion for hand sanitizers,
 - e. Toilet paper, and,
 - f. Paper towels.
2. Vendor shall supply all other materials and supplies necessary to perform this agreement.
3. Vendor shall provide services on an as needed basis outlined herein 11:00pm – 7:00am
4. Vendor shall perform the work described after the normal business hours. The Vendor shall include in the Monthly Service Report any issues and/or conflicts that arise that impede their ability to complete any scheduled tasks.
5. Monthly Progress Meetings are to be held on a monthly basis on the 1st. Wednesday of each month of the current Contract term. The Vendor Account Representative and Field Supervisor

General Cleaning Schedule

Area/Task

Ballroom

1. Remove all tables and chairs
2. Remove trash
3. Remove dance floor (if applicable)
4. Clean stage
5. Vacuum carpet
6. Setup for next scheduled event

Banquet Rooms

1. Remove all tables and chairs
2. Remove trash
3. Vacuum carpet
4. Setup for next scheduled event

Common Areas

1. Remove trash
2. Empty recycle bins
3. Sweep floor
4. Mop floor
5. Vacuum entry mats
6. Clean water fountains

Restrooms

1. Clean toilets, urinals and sinks
2. Sweep floor
3. Empty sanitary napkin baskets/Diaper bins
4. Mop floor
5. Clean countertops
6. Clean bathroom stall doors
7. Clean entry doors
8. Check/Replace toilet paper (Village Provided)
9. Check/Replace hand towels (Village Provided)
10. Check/Fill soap dispensers and hand sanitizers (Village Provided)
11. Clean mirrors

Kitchen

1. Remove trash
2. Sweep floors
3. Mop floors
4. Clean countertops, sinks and tables
5. Clean window sills and jambs (Interior)
6. Wipe down and clean exterior of appliances and interior of Microwave/Oven door



CUSTODIAL SERVICES

DRUG FREE WORKPLACE CERTIFICATION

If identical tie bids exist, preference will be given to the vendors who submit a certification with their bid/ proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the 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 vendors have a drug-free workplace program.

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

1. This firm publishes 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. This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. This firm gives 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), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plead guilty or nolo contendere to, any violation of chapter 893 or 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. This firm imposes a sanction on or requires 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. This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

(Vendor's Signature)

(Firm Name)

____/____/____
(Date)

**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 _____
[print name of the public entity]
by _____
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement: _____.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding or 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. 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 a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into 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 of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

[date]

STATE OF

COUNTY OF

Subscribed and Sworn to)or affirmed) before me on _____ by
[date]

_____ He/ she is personally known to me or has presented
[name]

_____ as identification.
[type of identification]

[Notary's Signature and Seal]

Print Notary Name and Commission No.

Truth - In - Negotiation Certificate

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of the Agreement. This document must be executed by a Corporate Officer.

By: _____

Title: _____

Date: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,
_____(hereinafter called the Principal), and
_____(hereinafter called the Surety), a Corporation chartered and existing under the laws
of the State of _____with its principal offices in the City of _____, and
authorized to do business in the State of Florida, and Palm Beach County, and having an Agent resident therein,
such Agent and Company acceptable to Village of Royal Palm Beach, are held and firmly bound unto Village of
Royal Palm Beach, (hereinafter called Owner), in the sum of
_____.Dollars_(\$_
_____), good and lawful money of the United States of America, to be paid upon demand of the said Owner, to
which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a
proposal to the said Owner for furnishing all necessary labor, materials, equipment,
machinery, tools, apparatus, services, all State Workmen's Compensation and
Unemployment Compensation Taxes incurred in the performance of the contract, and
means of transportation for supply of:

CUSTODIAL SERVICES

for said Owner, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a
certified Bidder's check otherwise required to accompany this Proposal in the amount of
five percent (5%) of the highest bid, whether base or alternate.

NOW THEREFORE, the conditions of this obligation are such that if the Proposal be
accepted, the Principal shall within fifteen (15) days after receipt of notification of the
acceptance thereof, execute a contract in accordance with the Proposal and upon the terms,
conditions and price set forth therein, in the form and manner required by the Owner and
execute sufficient and satisfactory Performance Bonds payable to the Village of Royal Palm
Beach, Florida each in an amount of 100% of Annualized Bid Price in form and with
security satisfactory to the said Owner, then this obligation to be void, otherwise to be and
remain in full force and virtue in law; and the Surety shall upon failure of the Principal to
comply with any or all of the foregoing requirements within the time specified above
immediately pay to the aforesaid Owner upon demand the amount hereof in good and
lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said _____, as "Principal" herein
has caused these presents to be signed in its name, by it's _____ under its corporation seal, and the said
_____ as "Surety" herein, has caused these presents to be signed in its name by its _____
and attested by it's _____ under its corporate seal, this ____ day of _____, A.D., — — —

ATTEST:

B Y : _____(Title)
(Principal)

ATTEST:

BY: _____
(Surety) Attorney-in-Fact

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-attorney to sign said Bond).



VILLAGE OF ROYAL PALM BEACH

BID PROPOSAL FORM

To: Village of Royal Palm Beach
1050 Royal Palm Beach Boulevard
Royal Palm Beach, Florida 33411

RE: Project: **Custodial Services- Cultural Center**

Attention: Diane DiSanto, Village Clerk

Bidder:

Bidder Address:

Date: _____

Bidder Representative: _____

Phone: _____

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons, or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Village of Royal Palm Beach and that the bid is made without any connection or collusion with any person submitting another Bid on this Project.

The Bidder further declares that no Village Council Member, other Village officer or employee directly or indirectly owns more than five percent (5%) of the total assets or capital stock of the bidding entity, nor will such an individual directly or indirectly benefit by more than five percent (5%) from the profits or emoluments of this contract.

The Bidder further declares that he has carefully examined the Instructions to Bidders and the Franchise Agreement and that this Bid is made according to the provisions and under the terms of these documents, which specifications are hereby made a part of this Bid.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No.'s _____, _____, _____, _____ to the Bid Documents or the Franchise Agreement.

TAXES

The Bidder hereby acknowledges that the sums bid below shall not include Florida sales or gross receipts tax amounts. The Village of Royal Palm Beach is exempt from these taxes on services.

BID DATA SUPPLIED BY VILLAGE

The Bidder hereby acknowledges that the number of units, containers, cubic yards, or other data supplied by the Village are good faith estimates for the sole purpose of determining bid awards. The Village does not guarantee any minimum or maximum amount of work whatsoever.

BID PRICES

Bidders wishing to perform Custodial Services are required to submit bid prices as detailed below.

ATTEST:

Signature

.....Title

(Corporate Seal)

BIDDER:

Signature

Title

BID PROPOSAL FORM

CUSTODIAL SERVICES

<u>Facility</u>	<u>No. Units</u>	<u>x</u>	<u>Cost/Unit</u>	<u>=</u>	<u>Total Cost</u>
Grand Ballroom.	(1)	x	\$ _____	=	\$ _____
Common area.	(1)	x	\$ _____	=	\$ _____
Meeting Rooms.	(2)	x	\$ _____	=	\$ _____
Kitchens.	(2)	x	\$ _____	=	\$ _____
Restrooms.	(5)	x	\$ _____	=	\$ _____

Total (75) Service Visits @ \$ _____ = \$ _____

(Written Total Annual Service Cost)