

VILLAGE OF NORTH PALM BEACH

Municipal Facility Janitorial Services **for the Village of North Palm Beach**



VILLAGE OF NORTH PALM BEACH
501 U.S. HIGHWAY ONE
NORTH PALM BEACH, FL 33408

**ADVERTISEMENT, INSTRUCTION, SPECIFICATIONS,
GENERAL TERMS AND CONDITIONS**

REQUEST FOR PROPOSALS

The Village of North Palm Beach will be receiving sealed proposals to provide **Municipal Facility Janitorial Services for the Village of North Palm Beach.**

Sealed proposals (one original plus five copies and one digital copy) will be received by the Village Clerk's Office at 501 U.S. Highway One, North Palm Beach, Florida 33408 until **3:00 p.m. EST on NOVEMBER 21st, 2023**. Any proposals received after the time specified will not be accepted and shall be returned unopened to the Proposer. All proposals will be publicly opened and read aloud in the Village Council Chambers.

The Request for Proposals is open to inspection and may be obtained at Village Hall, 501 U.S. Highway One, North Palm Beach, Florida 33408, on DemandStar or on the Village's website: www.village-npb.org.

A **mandatory pre-Proposal meeting** is scheduled for **9:00 a.m. EST on NOVEMBER 7th, 2023** at the Village of North Palm Beach Village Hall, 501 U.S. Highway One, North Palm Beach, Florida 33408. Failure to attend the mandatory pre-Proposal meeting may result in the rejection of your Proposal.

No proposal may be withdrawn for a period of sixty (60) days after the scheduled closing date for the receipt of proposals except as otherwise provided in the Instructions to Proposers and Terms and Conditions.

The Village of North Palm Beach reserves the right to reject any or all proposals, to waive technicalities, and to re-advertise. The award, if made, will be made to the most responsive Proposer whose proposal is determined by the Village, in its sole discretion, to be most advantageous.

VILLAGE OF NORTH PALM BEACH, FLORIDA
Chuck Huff
Village Manager

Publish: **DemandStar**
OCTOBER 26, 2023
Palm Beach Post
OCTOBER 26, 2023

INSTRUCTIONS TO PROPOSERS AND TERMS AND CONDITIONS

GENERAL INFORMATION

The Proposal Documents consist of:

1. Request for Proposals;
2. Instructions to Proposers and Terms and Conditions;
3. Scope of Work/Specifications
4. Drug Free Workplace Certification;
5. Sworn Statement on Public Entity Crimes;
6. Scrutinized Vendor Certification
7. Proposer's Acknowledgement and Proposal Form;
8. Standard Contract for Services;
9. Any Addenda issued prior to the date designated for receipt of proposal.

Complete sets of the Proposal Documents shall be used in preparing the submitted Proposal. The Village of North Palm Beach ("Village") does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets. The Proposal Form is to be filled in, signed, and all required documents are to be placed in a sealed envelope bearing the words "**Municipal Facility Janitorial Services for the Village of North Palm Beach**" on the outside and mailed or hand-delivered to the Village Clerk on or before the specified time and date. **Each Proposer shall submit one (1) original, six (5) copies and (1) one digital copy of its Proposal.**

A **mandatory pre-Proposal meeting** is scheduled for **9:00 a.m. EST on NOVEMBER 7th, 2023** at the Village of North Palm Beach Village Hall, 501 U.S. Highway One, North Palm Beach, Florida 33408. Failure to attend the mandatory pre-Proposal meeting may result in the rejection of your Proposal.

It is the Proposer's sole responsibility to ensure that its Proposal is received by the Village Clerk on or before the closing date and time. The Village shall in no way be responsible for delays caused by any other occurrence. Proposals submitted by telephone, telegram or facsimile will **not** be accepted.

The proposal opening time shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered. Such proposals shall be returned unopened.

All proposals must be typewritten or filled in with pen and ink. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed or the signature attested to by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All corrections made to the proposal price must be initialed. Proposers shall not be allowed to modify their proposals after the opening time and date.

Pursuant to Section 119.071(1)(b)2, Florida Statutes, sealed proposals remain exempt from public disclosure until such time as the Village provides notice of its intended decision to accept a Proposal or for thirty (30) days after opening, whichever is earlier.

The submission of a Proposal shall constitute an incontrovertible representation by the Proposer that the Proposal Documents and Contract are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the requested services.

For information concerning this Proposal, please contact:

James Anthony
Facilities Manager
Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408
561-691-3443

All questions must be submitted in writing by e-mail to janthony@village-npb.org at least five (5) days prior to the proposal submission deadline.

ACCEPTANCE/REJECTION

The Village reserves the right to accept or to reject any or all proposals in whole or in part, with or without cause, to waive any informalities and technicalities and to make the award to the Proposer, who in the sole opinion of the Village, is the lowest responsive, responsible Proposer and whose Proposal will be most advantageous to the Village. The Village reserves the right to reject the Proposal of any Proposer 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 reserves the right to re-issue the Request for Proposals.

ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Proposal Response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal, whether submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the terms and conditions in this proposal solicitation are the only conditions applicable to the Proposal and the Proposer's authorized signature affixed to the Proposer acknowledgment form attests to this.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any Proposer as to the meaning of the Proposal Documents. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of Proposals will be given consideration. All such changes and interpretations will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Proposers prior to the established Proposal opening date. Submission of a Proposal constitutes acknowledgment by the Proposer of the receipt of addenda. All addenda are a part of the Proposal Documents and each Proposer will be bound by such addenda, whether or not received by him. It is the responsibility of each Proposer to verify that he

has received all addenda issued before Proposals are opened. No authorization is allowed by Village personnel to interpret, or give information as to Proposal requirements in addition to that which is contained in the written Proposal document and addenda.

CONTRACTUAL AGREEMENT

All terms and conditions of the Proposal Documents shall be included and incorporated in the Standard Contract, a copy of which is included in the Proposal Documents. The order of contract precedence shall be the Contract and then Proposal Documents and Proposal Response. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County and the Contract will be interpreted according to the laws of Florida.

FEDERAL AND STATE TAX

The Village is exempt from Federal and State taxes for tangible personal property. However, vendors or contractors doing business with the Village shall **not** be authorized to use the Village's Tax Exemption Number in securing materials for performance of the work associated with this Project.

LEGAL REQUIREMENTS

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

VARIANCES

The Proposer shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications for the Contract being proposed. For purposes of proposal evaluation, Proposers must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, the Village shall construe the Proposal to fully comply with the specifications, terms and conditions as given herein.

AWARD

The Village reserves the right to hold all Proposals and Proposal Guarantees for a period not to exceed sixty (60) days after the date of proposal opening stated in the Request for Proposal.

PROPOSAL WITHDRAWAL

Any proposal may be withdrawn up until the time set for opening of the proposals. Any proposals not so withdrawn shall, upon opening, constitute an irrevocable offer to sell to the Village the goods or services set forth in the attached specifications until one or more of the proposals have been duly accepted by the Village.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed

written notice with the Village and promptly demonstrates to the reasonable satisfaction of the Village that there was a material and substantial mistake in the preparation of his/her Proposal, that Proposer may withdraw his/her Proposal. Thereafter, that Proposer will be disqualified from further proposals on the work.

CERTIFICATION

When applicable, vendor must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Business Tax Receipt. Copies of such Certificate and Receipt must be submitted with the Proposal and must be in the name of the vendor shown on the Proposal page.

NON-APPROPRIATIONS

The obligations of the Village to make a Proposal award and execute a Contract under the terms of this "Request for Proposal" are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the Village, at its sole discretion, shall have the right to reject all proposals.

PROPOSAL FORMS

In filling out proposal forms, Proposers shall be governed by the following provisions.

- (A) Proposals must be made on the blanks provided herewith.
- (B) Total Proposal amount (Section One of Proposal Form) shall be shown in words and figures.
- (C) Any proposal which in any manner fails to conform to the condition of the published notice may be rejected.
- (D) Proposals must be signed in ink by the Proposer with the signature in full.
- (E) Proposals that contain any omission, erasure, alteration, addition or item not called for, or that show irregularities of any kind, will be considered as informal or irregular. This will constitute cause for the rejection of the Proposal.
- (F) If a Proposer wishes to change prices, they shall strike the price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the proposal. Failure to initial these changes or illegible entries or corrections or prices will be cause for the rejection of the proposal as informal or irregular.

QUALIFICATION OF PROPOSERS

This proposal shall be awarded only to a responsible Proposer, qualified by experience to provide the services specified. Each Proposer shall submit the following information with its proposal:

- A. List of equipment and facilities available to do the work.
- B. Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.

C. All required information set forth in the Scope of Work/Specifications.

Failure to submit the above requested information may be cause for rejection of the Proposal.

REGULATIONS, PERMITS AND FEES

The selected Proposer will be required to obtain at its own expense all licenses required to provide the required services to the Village. The selected Proposer must comply with all Federal, State and local laws and regulations that may apply, including, but not limited to, those specifically referenced in the Proposal Documents.

INSURANCE REQUIREMENTS

The insurance requirements for the successful Proposer are set forth in Article 7 of the Contract.

TERM OF CONTRACT

The initial term of the proposed contract shall be for a period of twenty-one months (January 1, 2024 through September 30, 2025), with three additional one-year renewal terms thereafter unless either party proves ninety (90) days' written notice of its intent not to renew. No cost increase to the Village shall be imposed within the initial term or renewal terms, as applicable, unless otherwise agreed to in writing by the parties.

CONE OF SILENCE

This Request for Proposals is expressly subject to the Cone of Silence provisions of Section 2-355 of the Palm Beach County Code of Ordinances. Any contract entered into in violation of the cone of silence provisions shall render the transaction voidable.

NON-COLLUSION

By submitting a Proposal, each Proposer affirmatively represents that neither the Proposer nor any of its officers, partners, owners, agents, representatives or employees have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer to submit a collusive or sham Proposal or have in any manner directly or indirectly sought by agreement or collusion to fix the prices of the Proposal or to secure through any agreement or collusion any advantage. The prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, or employees.

SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

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

SCOPE OF WORK/SPECIFICATIONS

The Village of North Palm Beach (“Village”) is interested in obtaining proposals from qualified, licensed, insured, and bonded Contractors to provide Janitorial Services as described in these Specifications. The work consists of furnishing all labor, machines, equipment, tools, materials, and supervision necessary to perform and maintain the facilities in a neat, clean and orderly condition except as specifically detailed otherwise in this RFP. All labor and materials supplied by the Contractor must be in compliance with all Local, State, Federal and OSHA standards.

The resulting contract will be a performance-based. Contractor is required to provide all services and supplies of sufficient quantity and quality to achieve the quality performance standards prescribed in the specifications herein at the prices stated in the Proposal Form. Specific tasks and the frequency of their performance are set forth below. These frequencies are proposed as the minimum requirements to achieve the performance desired. In preparing its price proposal, the Contractor is required to use its professional experience and best judgment to determine the actual quantities of labor and materials required to meet the performance specifications. Due to conditions found at particular locations, Contractor may need to increase the frequency of the tasks in order to keep the facilities neat and clean in accordance with the performance standards stated herein. Any increase in labor and materials that may be required to meet the performance specifications shall be at no additional cost to the Village.

1. Tentative Schedule of Events:

The schedule of events, relative to this procurement shall be as follows:

Event:	Date:
Issuance of Request for Proposals	OCT 26, 2023
Pre-Proposal Meeting (Bus Site Tour)	NOV 7, 2023
Deadline for Written Questions	NOV 16, 2023
Opening of Proposals	NOV 21, 2023
Submission Evaluations	NOV 29, 2023
Award of Contract (Tentative)	DEC 14, 2023

In conjunction with the Pre-Proposal Meeting, the Village will provide transportation for a bus tour of the facilities covered under this RFP. We will maintain the following Pre-Proposal Meeting schedule:

9:00-	9:10 a.m.	Pre-Proposal Meeting, Village Hall, 501 U.S. Highway One, North Palm Beach
9:10-	9:20 a.m.	Tour Village Hall
9:20-	9:30 a.m.	Tour Library
9:40-	10:00 a.m.	Tour Anchorage Park Activities Building & Marina Complex Restrooms
10:10-	10:30 a.m.	Tour Public Works Complex
10:40-	10:50 a.m.	Tour Osborne Park
11:00-	11:10 a.m.	Tour Community Center
11:20-	11:30 a.m.	Tour Country Club (Golf, Restaurant, and Pool)
11:30-	11:40 a.m.	Tour Tennis Center
11:50-	12:10 p.m.	Tour Public Safety Building
12:20-	12:30 a.m.	Tour Community Development
12:30-	1:00 p.m.	Return to Village Hall (Q & A Session)

2. Additional Services:

The Village may require the addition of services from the Contractor as the requirements of the Village may change. This could entail additional facility areas and/or additional services required at contracted facility. Upon request, the Contractor shall provide the Village with a cost for these additional facilities or services based upon the cost structure utilized in establishing the cost for the areas that were initially contracted.

3. **Evaluation Criteria and Procedures:**

- A. Vendors are evaluated as per the **Evaluation Criteria**. The Village reserves the right to obtain additional information from Proposers.
- B. Vendors have a continuing obligation to provide the Village with any material changes to the information requested.
- C. Points for each of the Evaluation Criteria are identified below.

Evaluation Rating Categories:

40 Maximum Points	Proposal Pricing
40 Maximum Points	Personnel Qualifications
40 Maximum Points	Project Management Plan
40 Maximum Points	Past Performance/Client References
40 Maximum Points	Workload and Contract Litigation
<hr/>	
200 Maximum Points	Total

Required Information for Evaluation Proposals (to be included in Qualification Statement)

Proposal Pricing: (40 Point Maximum)

Provide pricing on the Proposal Form supplied with this RFP.

Personnel Qualifications: (40 Point Maximum)

Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project, which may include the following:

- Project Superintendent.
- Site Supervisors.
- Full-Time Service Crews.

Provide a brief resume for each employee who will furnish professional and technical support expertise on this contract. This should include the following:

- Function(s) in the company.
- Title and number of years of service with the company.
- Number of years of experience in the maintenance of comparably complex facilities and systems.

Project Management Plan: (40 Point Maximum)

Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP.

Provide a tentative schedule for each facility: (Include, at a minimum)

- Days of Service
- Time of Service
- Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.)
- Identify the number of employees to be assigned to the contract.

Describe how you intend to provide a start-up orientation program to bring facilities into compliance with quality

standards.

Provide personnel organization for each location that will perform basic and project work. (i.e. 1 Supervisor, 1 Crew Leader, 2 Employees)

Provide your inspection procedures including any technical aids used to monitor performance standards.

Provide your current reporting system used to compare actual performance against your schedule for regular service and describe how your firm mitigates issues.

Describe your capabilities to respond to emergency or disaster situations including supply of specialized equipment required for Dewatering Methods or moisture removal tasks or other special cleaning services.

Describe how you will ensure all required equipment is maintained or replaced to ensure your equipment is always in quality working order.

Provide your company's internal Employee Training Manual, including the Employee Safety Training Manual.

Provide a narrative of the training your firm currently has in place to assure on-site staff will be pro-active and aware during each shift with regards to notification and documentation of suspicious behavior, abandoned belongings/packages, running water, potential slip and fall conditions, ajar doors, etc.

Past Performance: (40 Point Maximum)

Client References – Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.

Identify each client reference:

- Name of Client.
- Client contact information including email address
- Award date and expiration date of contract.
- Size of facility area cleaned (square feet).
- Total number of workers/ supervisors assigned to contract.
- Annual dollar value of contract.

Workload and Contract Litigation: (40 Point Maximum)

Project List – Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include:

- Name of Contract Client
- Brief Project Scope
- Contract Budget
- Contract Duration (Award Date – Expiration Date)

Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.

Provide all items listed in the above Proposal Pricing, Personnel Qualifications, Project Management Plan, Past Performance (Client References), and Workload and Contract Litigation sections as part of your RFP response. These items are the expected deliverables to be evaluated for award of contract.

The Village expressly reserves the right to modify the procedures set forth herein for the selection/evaluation process.

Evaluation Scoring Scale:

40 Point Scale

Superior Response:	(30 - 40 Points)
Good Response:	(20 - 29 Points)
Fair Response:	(10 - 19 Points)
Failed Response:	(0 - 9 Points)

Evaluation Scoring Scale Definitions:

Superior Response: Comprehensively meets the requirements and intent for the RFP. Information was clearly presented and complete. Response demonstrated a thorough understanding of the RFP scope and requirements. Evaluation demonstrates a mastery of the evaluation category. Response demonstrates proposers' selection would be both a considerable value and benefit to the RFP project goals.

Good Response: Meets the majority of the requirements and intent for the RFP. Information was clearly presented and complete with minimal deficiencies. Response demonstrated a good understanding of the RFP scope and requirements. Evaluation demonstrates a considerable knowledge of the evaluation category. Response demonstrates proposers' selection would be both a value and benefit to the RFP project goals.

Fair Response: Minimally meets the requirements and intent for the RFP. Information was presented with some deficiencies. Response demonstrated an average understanding of the RFP scope and requirements. Evaluation demonstrates a minimal knowledge of the evaluation category.

Failed Response: Does not meet the requirements and intent for the RFP. Information was presented with excessive deficiencies. Response demonstrated an insufficient understanding of the RFP scope and requirements. Evaluation demonstrates an insufficient knowledge of the evaluation category.

Evaluation Committee members will independently evaluate each proposer based on the rating categories for the evaluation process. Points will be awarded from zero (0) to the maximum points allowed for the category. Points are not awarded in a winner-takes-all format. Proposers may tie in individual category and cumulative point awards. Following award of points by the Evaluation Committee to all proposers, the Village Clerk will combine and average points awarded to each firm for each category. The Village will commence contract negotiations with the proposer scoring the highest rating, based on the evaluation process scoring, and continue negotiations in order of ranking, if required.

4. Project Locations:

A. Size, Description, Available Schedule and Service Days.

<u>Facility No.</u>	<u>Description</u>	<u>Square Feet (Approx.)</u>	<u>Available Schedule</u>	<u>Service Days</u>
1	Village Hall, 501 U.S. Highway One	10,381	Work Hours	M,T,W,Th,F.
2	Library, 303 Anchorage Drive	13,194	After Hours	Sun., M,T,W,Th,
3	Anchorage Park Activities Building, 603 Anchorage Drive	4,042	After Hours	Sun.,M,T,W,Th.
4	Anchorage Park Restrooms, 603 Anchorage Drive	260	After Hours	Sun.,M,T,W,Th.
5	Public Works Complex, 645 Prosperity Farms Road	9,526	Work Hours	Sun.,M,T,W,Th.
6	Osborne Park, 851 Prosperity Farms Road	4,900	After Hours	Sun.,M,T,W,Th.
7	Community Center, 1200 Prosperity Farms Road	12,660	After Hours	M,T,W,Th.,F.
8	Community Center Restrooms	1,400	After Hours	Sun.,M,T,W,Th.
9	Community Center NW Restrooms	400	After Hours	Sun.,M,T,W,Th.
10	Public Safety Complex, 560 U.S. Highway One *Firefighter's bunk rooms and kitchen are not included	20,000*	Work Hours	M,T,W,Th,F, S, S
11	Community Development Office, 420 U.S. Highway One	3,000	After Hours	M,T,W,Th, F
12	Country Club, 951 U.S. Highway One (Tennis Center)	1,712	After Hours	Sun.,M,T,W,Th,F,S
13	Country Club, 951 U.S. Highway One (Golf Shop, Office, Locker Rooms, Employee Lounge)	2,000	After Hours	Sun.,M,T,W,Th,F,S
14*	Country Club, 951 U.S. Highway One (Pool Area)	1,500	After Hours	Sun.,M,T,W,Th,F,S
15	Country Club, 951 U.S. Highway One (2 nd Floor Admin. Offices, Lobby, Restroom & Conference Room)	893	After Hours	Sun.,M,T,W,Th,F,S
16	Country Club, 951 U.S. Highway One (2 nd Floor Loggia, Circle Entry, Stairs, Passenger Elevators)	2424	After Hours	Sun.,M,T,W,Th,F,S
17	Country Club, 951 U.S. Highway One (1 st Floor, Elevator Landing, outside golf shop landing to west door)		After Hours	Sun.,M,T,W,Th,F,S

B. Operating Hours.

<u>Facility No.</u>	<u>Description</u>	<u>Operating Hours (Approximate)</u>
1	Village Hall, 501 U.S. Highway One	Monday-Friday 6AM-10PM
2	Library, 303 Anchorage Drive	Sunday Closed Monday-Thursday 8AM-8PM Friday-Saturday 8AM-6 PM
3	Anchorage Park Activities Building, 603 Anchorage Drive	Monday-Friday 6AM-10PM
4	Anchorage Park Restrooms, 603 Anchorage Drive	Always Open
5	Public Works Complex, 645 Prosperity Farms Road	Monday-Friday 6AM-10PM
6	Osborne Park, 715 Prosperity Farms Road	Monday-Friday 8AM-10PM
7	Community Center, 1200 Prosperity Farms Road	Monday-Friday 6AM-10PM Saturday-Sunday 8AM-5PM
8	Community Center Restrooms	Monday-Friday 6AM-9PM Saturday-Sunday 8AM-5PM
9	Community Center Restrooms NW	Monday-Friday 6AM-10PM Saturday-Sunday 8AM-5PM
10	Public Safety Complex, 560 U.S. Highway One	Continuous
11	Community Development Office, 420 U.S. Highway One	Monday-Friday 6AM-6PM
12	Country Club, 951 U.S. Highway One (Tennis Center)	Sunday- Saturday 6AM-10PM
13	Country Club, 951 U.S. Highway One (Pro Shop, Lockers, Administration)	Sunday- Saturday 6AM-10PM
14	Country Club, 951 U.S. Highway One (Pool Area)	Sunday- Saturday 6AM-10PM
15	Country Club	Sunday- Saturday 6AM-10PM

C. Service Demand:

<u>Facility No.</u>	<u>Description</u>	<u>Service Demand (Approximate)</u>
1	Village Hall, 501 U.S. Highway One	Staff Level: 20-22 Low Public Use, Thirteen (13) Offices, Two (2) Restrooms, Conference Room, Council Chambers, Lobby, Hallways, Kitchen
2	Library, 303 Anchorage Drive	Staff Level: 12-14 High Public Use, Four (4) Offices, Three (3) Work Stations, Six (6) Restrooms, Two (2) Break Rooms w/ Food Prep Areas, Lobby, Meeting Room, Children's Room, General Library Area.
3	Anchorage Park Activities Building, 603 Anchorage Drive	Staff Level: 5-8 Low Public Use, Three (3) Office, Two (2) Restrooms, Lobby, Food Prep Area, Conference Room, Recreation Room.
4	Anchorage Park Restrooms, 603 Anchorage Drive	Staff Level: 0 Medium Public Use, Two (2) Restrooms.
5	Public Works Complex, 645 Prosperity Farms Road	Staff Level: 35-40 No Public Use, Five (5) Office, Three (3) Restrooms, Conference Room, Break Room (2), Lobby, General Office Space.
6	Osborne Park, 715 Prosperity Farms Road	Staff Level: 0 Medium Public Use, Food Prep Area, Recreation Room.
7	Community Center, 1200 Prosperity Farms Road	Staff Level: 1-3 One (1) Office, Three (3) Restrooms, Lobby, Stage, Gym, Hallways.
8	Community Center Concession Stand Restrooms	Staff Level: 0 Medium Public Use, Two (2) Restrooms.
9	Community Center Basketball Restrooms	Staff Level: 0 Medium Public Use, Two (2) Restrooms.
10	Country Club, 951 U.S. Highway One (Tennis Center)	Staff Level: 3-7 High Public Use, Two (2) Offices, Two (2) restrooms, Tennis Shop
11	Country Club, 951 U.S. Highway One (Golf Shop, Offices, Locker Rooms, Employee Lounge)	Staff Level: 3-7 High Public Use, Four (4) Offices, Two (2) Locker restrooms, Employee Lounge (1), Golf Pro Shop
12	Country Club, 951 U.S. Highway One (2 nd Floor Administration Offices, Lobby, Restroom & Conference Room)	Staff Level: 3 Medium Public Use, Three (3) Offices, One (1) Restroom, Hallway.
13	Country Club, 951 U.S. Highway One (Pool Area)	Staff Level: 3-7 High Public Use; Kiosk (2); Restrooms (2)
14	Country Club, 951 U.S. Highway One (2 nd Floor Loggia, Entry Circle, Stairs, Passenger Elevators)	Staff Level: 0 High Public Use; Common Area
15	Country Club, 951 U.S. Highway One (1 st Floor, Elevator Landing, Outside Golf Shop landing to west door)	Staff Level: 0 High Public Use; Common Area
16	Public Safety Complex, 560 U.S. Highway One	Staff Level: 60+ Low Public Use, Multiple Offices, Multiple Restrooms, Locker room with showers, Detention Cells, Conference Room, Gym, Multipurpose Room, Hallways.
17	Community Development Office, 420 U.S. Highway One	Staff Level: 15 Low Public Use, Five (5) Offices, Three (3) Restrooms, Conference Room, File Room, Food Prep Area, Work Stations, Front Counter, Public Waiting Area.

5. Definitions:

For purposes of this RFP, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The words facility and building are considered interchangeable. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

Acceptable Quality Level: A level of service that meets all specifications of this contract and is defect free.

Adhered Soil: Any foreign matter, solid or liquid, including but not limited to the following: oil, water, dried mud, adhesives or caked oil absorbent compounds.

Award: The acceptance of a proposal by the Village Council.

Bi-monthly: Every two months.

Bi-weekly: Every two weeks.

Building Surfaces: For the purpose of this contract the use of the term building surfaces as a category of material includes all items comprising and attached to the interior building areas covered by this contract. The only items excluded from this definition are items within wall and ceiling cavities, computer monitor screens, information technology server racks, paperwork and tenants' personal items, unless the aforementioned items are specifically requested to be cleaned by someone having authority to make such a request.

Carpet Floors: For the purpose of this contract the use of the term carpet floors as a category of material includes all floors that are covered in carpet. This includes, but is not limited to, all carpet, broadloom carpet, carpet tile, walk-off carpet, rugs, mats and entryway systems that have carpet strips or carpet-like strips in them. These specific sub-categories may be mentioned in some instances to identify specific cleaning required for an item. If the term is used it is intended to include any and all sub-category products in that space.

Clean:

- The complete, comprehensive and thorough cleaning of any item subject to cleaning, including corners, inside, outside, top, bottom, under and over all surfaces.
- The absence of marks, streaks, spots, stains from all stainless steel, chrome, brass and other bright metal surfaces. All work shall be polished to a dry sheen.
- The absence of stains, bacteria growth, spore formations and grime that can be eliminated by the appropriate wet, hand scrubbing techniques.
- The absence of stains and other adhered in-fiber accumulation in fabric and carpeted areas that can be eliminated by appropriate spot cleaning or hot water extraction techniques.
- The absence of any surface marks, including fingerprints, spills or other undesirable adhered surface residue that can be eliminated by appropriate damp or wet cleaning techniques.
- The absence of dust, lint and other loose in-fiber accumulation in fabric and carpeted areas that can be eliminated by appropriate vacuum cleaning techniques.
- The absence of odors in fabric and carpeted areas that can be eliminated by hot water extraction techniques and application of sanitizer.

- The absence of loose dust, dirt, lint or spider webs on any surface of any item subject to appropriate dusting or sweeping/dust mopping techniques.
- The absence of adhered dirt build-up on any surface of any item subject to appropriate mopping techniques.
- The absence of tightly adhered dirt build-up on any surface of any item subject to appropriate machine or manual scrubbing techniques.
- The absence of any soil, wax or other undesirable adhered build up which can be eliminated by appropriate heavy duty, cycle or project cleaning techniques.
- The absence of standing water related to janitorial services.
- The presence of appropriate surface gloss, protection, or reflective capacity in line with “like new” or designated gloss levels without streaks, swirls or debris.
- The presence of appropriate finishes applied in the appropriate manner to produce a slip resistant surface.
- The absence of chewing gum and other similar substances from floors, carpet, sidewalks, stairwells or any other surfaces.
- The absence of litter or undesirable debris that can be eliminated by appropriate policing techniques.
- The presence at all times of a germicidal solution to fill the drain trap and prevent the escape of sewer gas.
- The presence of sufficient product to last until next scheduled service.
- The absence of recyclables in the building. Recyclables shall be collected and removed to designated area, which shall be maintained in a neat and tidy condition.
- The absence of trash in the building. Trash shall be collected and removed to designated area which shall be maintained in a neat and tidy condition.
- The absence of soil, litter, dust, incrustation and odors in debris receptacles. They shall be cleaned as needed.

Cleaning: See Technical Specifications Section.

Cleaning Products, Supplies and Materials: All consumable and other supplies, products, materials, or any other item or article required to properly execute the terms and provisions of the contract shall be furnished by the Contractor at their sole cost and expense unless specifically indicated in the contract as being furnished by Village. All cleaning supplies and materials must be approved by the Contract Administrator prior to being used.

Component: For the purpose of this contract a component is an item or category of items within the facility. Examples would be water fountains or desks.

Contract Administrator: The Village employee who is responsible for the management of a contract.

Corrective/Preventive Action: Processes and plans to improve or eliminate causes of non-conformities or other undesirable situations. Corrective actions are implemented in response to customer complaints, undesired levels of internal non-conformity, contract non-compliance or other products and processes identified by the Contract Administrator. Preventive actions are implemented in response to the identification of potential sources of non-conformity.

Daily: At least once per day of service.

Daily as Needed: At least once per day of service when the indicated building surface is not clean.

Damp-Wiping: See Technical Specification Section.

Day/Night Porter: Day porter is assigned to a building to provide supplemental services to maintain the desired level of cleanliness consistently throughout the shift. Such tasks may be identified as policing or other additional duties as may be required at the assigned building not specifically identified in the specifications. These additional tasks will be assigned in concert with the site Contract Administrator and the tenant of the building. All immediate action calls shall be directed to the day/night porter by the Contract Administrator or their designee. The day/night porter must respond to such calls immediately. Response time shall be within ten (10) minutes.

Debris Receptacle: Ashtrays, urns, wastebaskets, trash containers and recycling containers.

Deficiency: An instance of non-compliance with a contract requirement. A defect may be caused by either non-performance or poor performance.

Dirt: Any filth or soiling substances or foreign matter, solid or liquid, including mud and dust.

Disinfecting: See Technical Specification Section.

Dry Compound Method: See Technical Specification Section.

Dust: Fine particulate matter derived from many sources inside and outside the building. It is light enough to become airborne, so it can build up on any surface. It is often held in place by static electricity, which increases the difficulty of removal.

Dusting: See Technical Specification Section.

Dusting, High: See Technical Specification Section.

Dusting, Low: See Technical Specification Section.

Dusting, Overhead: See Technical Specification Section.

Edging: See Technical Specification Section.

Embedded Soil: Adhered soil that has penetrated into the matrix of the surface.

Entryway Systems: Loose rugs, loose mats, loose runners, attached walk-off carpet, imbedded metal grilles, with or without carpet inserts, etc. that are located at the entrance(s) to the building or at the entrances to areas within the building to collect dirt as people enter these areas.

Envelope: All areas within in the floors, walls and ceiling of the interior of the building and include all items attached or not attached inside the cube of the interior building surfaces.

Equipment: See Equipment Specifications and Standards Section.

Facility Area: A portion of a building covered by this contract that has easily definable boundaries for the purpose of conducting janitorial inspections.

Film: A thin film coating that usually builds up over time and often is so uniform that it goes unnoticed. Air pollution is a major contributor to film formation. Film is found on infrequently cleaned toilet bowls due to foreign or impurities settling out of the tap water. Film is also found on the inside surfaces of exterior glass.

Floor Finish: A preparation containing wax or other sealers used to polish and preserve floors, enhance the appearance and/or provide the desired sheen.

Grime: Foreign matter that clings to or is embedded in a surface. It becomes embedded or built up by repeated touching or handling, such as a door handle or light switch. Careless or incomplete cleaning procedures may contribute to the development of grime.

Grit: Coarse particulate matter such as sand, fragments of metal and/or glass, and salt (before they absorb moisture and liquefy).

Gum: For the purpose of this contract the use of the term gum as a category of material includes chewing gum and any other thick, sticky substance that becomes adhered to building surfaces.

Hard Floors: For the purpose of this contract the use of the term hard floors as a category of material includes all floors that are not covered in carpet. This includes, but is not limited to, finished or unfinished concrete, terrazzo, ceramic tile, porcelain tile, vinyl tile, resinous flooring, linoleum flooring and epoxy flooring.

Hazardous/Bio-Hazardous Materials: Any bodily fluids(including but not limited to blood, feces, vomit) , wastes, substances, radiation, or materials (whether solids, liquids or gases) which are hazardous, toxic, infectious, explosive, radioactive, carcinogenic, or mutagenic; which are or become defined as a "pollutants" "contaminants," "hazardous materials," "hazardous wastes," "hazardous sub-stances," "toxic substance," "radioactive materials," "solid wastes," or other similar designations in, or otherwise subject to regulation under, any laws; which threatens to cause a nuisance pursuant to applicable statutory or common law upon the premises or to adjacent properties; which contain polychlorinated biphenyls (PCBs), asbestos, lead-based paints, urea formaldehyde foam insulation, and petroleum or petroleum products (including, without limitation, gasoline, crude oil or any fraction thereof); or which pose a hazard to human health, safety, natural re-sources, industrial hygiene, or the environment, or an impediment to working conditions.

HEPA Filter: A high efficiency particulate vacuum filter which removes 99.9% of all articulates to 0.3 microns of harmful particles, including dust, mold spores, dust mites, pet dander and other troublesome allergens.

High Traffic Areas: Portions of the building were a large number of people pass through or work. These areas include, but are not limited to, main lobbies, secondary lobbies, vestibules and public hallways.

Holidays: Holidays observed by Village.

Hot Water Extraction: See Technical Specification Section.

Janitorial Contract Compliance Report: A Microsoft® Excel report initiated by the Contract Administrator which documents contractor's performance at intervals determined the previous rating.

Janitorial Worker: An individual in contractor's organization who performs housekeeping and janitorial tasks. This individual may also be known as a cleaner, custodian or housekeeping worker.

Job Site: The area within Village's property lines or portions of such area that are defined within this Specification.

Key Personnel: The individual(s) employed by the contractor, who has the responsibility and authority for fulfilling any of the requirements of this Specification and or the associated contract document.

Law or Laws: Includes but is not limited to local, state, federal, or regional statutes, regulations, ordinances, rules, policies, directives, orders, demands, or other laws of whatever nature, as they now exist or may hereinafter be adopted or amended.

Lint: Clinging bits of fiber, hair or thread that cling to surfaces. Lint may include such things as carpet fibers, fuzz from sweaters and cobwebs.

Litter: Any item(s) or the remains of any activity that has been discarded, including but not limited to paper, cans and bottles. Waste paper, branches detached from trees and shrubs, beverage containers, dead birds, and dead animals, but not be limited to.

Loose Soil: Any foreign particles not stuck to the surface.

Machine Scrubbing: See Technical Specifications Section.

Maintenance: The upkeep of property and the work to keep it clean and presentable according to the specifications of this Contract.

Mopping: See Technical Specifications Section.

MSDS: Material Safety Data Sheet.

Non-public Areas: Spaces and areas not normally used by the public, such as administrative areas, offices and conference rooms.

OSHA: U.S. Occupational Safety and Health Administration. OSHA is the Federal government agency responsible for providing the rules and regulations on safety and health requirements in the work place.

Pile Lifting: See Technical Specification Section.

Policing: See Technical Specification Section.

Premises: All areas designated by this contract and exhibits, including all fixtures, equipment, and other property of the Village located therein as the place or places where the business of the Contractor is to be conducted.

Project Work: Cleaning services required by janitorial personnel other than routine or policing work. Such cleaning will include, but not be limited to, wall washing, carpet cleaning, machine scrubbing of hard floors (including restroom floors), stripping and refinishing of hard floors, spray buffing, glass cleaning, cleaning light diffusers, cleaning air conditioning and fan vents, overhead dusting, cleaning escalator steps as required, and any other cleaning as may be requested by the Contract Administrator.

Proposal: An offer submitted by a prospective vendor in response to this Request for Proposals.

Public Areas: Spaces and areas (sidewalks, lobbies, auditoriums, restrooms, hallways, vestibules, etc.) normally open to the public and normally used by the public.

Quality Control (QC): Actions taken by the Contractor or Village to ensure the specifications and standards of the contract are met. A copy of the Contractor's basic quality control program shall be provided to the Village with the solicitation and shall be approved by the Contract Administrator before implementation.

Quality Control Manager: The position in Contractor's organization that is familiar with the requirements of this contract, able to make sure all contract specifications are met and have full authority to act for the Contractor at all times to carry out the provisions of this contract.

Recyclables: Any material that retains useful properties that can be reclaimed after the production or consumption process, including cardboard, paper, plastics and metal containers.

Semi-annual: Two (2) times per year.

Semi-monthly: Two (2) times per month.

Services: All work specified to be performed by Contractor pursuant to these contract documents, includes services performed, workmanship, and material furnished or utilized in the performance of services.

Slip Resistance: A measurement of a floor film's coefficient of friction that provides a safe walking surface. Slip resistance is evaluated according to American Society of Testing and Materials (ASTM) methods. A coefficient of friction reading of 0.5 indicates a safe floor film.

Specifications: This document and its sections, attachments and exhibits, all inclusive, regardless of whether the word specification is used in the section title or not. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.

Special Floor Surfaces: Treatment and care of special floor surfaces shall be dealt with in accordance with manufacturers specifications. New buildings, such as libraries, are utilizing custom designed flooring installations utilizing materials that may require special care to prevent damage. Contractor should take care to investigate the special requirements for floor care that may be necessary in such instances before applying treatment.

Spinning Bonnet: See Technical Specification Section.

Spot Cleaning: See Technical Specifications Section.

Spots: A non-uniform film or coating that is visible to various degrees depending on the angle of view.

Spray Buffing: See Technical Specifications Section.

Streaks: A non-uniform film or coating that is visible to various degrees depending on the angle of view. It is usually associated either by the use of dirty cleaning equipment or inadequate rinsing of cleaning products from the surfaces on which they are used.

Stripping/Sealing/Refinishing: See Technical Specifications Section.

Supervisor: The position in Contractor's organization that reports directly to the Project Manager to manage the day to day activities of the Contract.

Sweeping: See Technical Specifications Section.

Trash: Debris, litter and any item(s) or material left in the area.

Vacuuming: See Technical Specifications Section.

VCT: Vinyl Composition Tile.

VOC: Volatile Organic Compounds.

6. **Basic Services:**

Areas within the above-described locations will require basic and detailed cleaning, cleaning frequencies, and specific activities.

Contractor will furnish all management, supervision, labor, equipment, tools, transportation, materials, supplies, and other incidentals as required to implement this contract. Special cleaning projects such as carpet cleaning, carpet extraction, floor stripping and waxing, tile scrubbing, and window cleaning will be scheduled in advance.

Contractor shall not use steel wool, powdered cleansers, brushes, dusters, rags or waste materials, which leave dust, nor any material containing silicon on or around electronic equipment.

Certain basic service tasks may be scheduled for performance during hours other than above, as approved by the Contract Administrator. Contractor will develop and provide service plans and schedules to cover all work to be performed for review and approval by Contract Administrator during Contractor's Phase-In.

Village reserves the right to designate specific cleaning times for those building areas whose occupants require janitorial services be performed during a given time period. At any time during the term of the contract, Contract Administrator may give written notice of a change, addition, or deletion of the cleaning times specified. Upon notification, Contractor will adjust its service plans and schedules accordingly, and submit a revised schedule to the Contract Administrator within five (5) calendar days.

Because of the high volume of workers and visitors utilizing the facilities, quality services are required to maintain a first class working environment at all times.

Electronic equipment is very sensitive and must not be moved, bumped, jarred, or tampered with. Contractor shall not move or jar computers, and/ or data processing equipment and accessories.

Immediately upon execution of the contract, the Contract Administrator will hold sessions with the Contractor's Project Manager and pertinent Village Staff to develop smooth transition strategies to include:

- Areas of service.
- Equipment inventory and distribution.
- Materials and supplies inventory plan.
- Quality control programs.
- Service plans and schedules.

7. Scheduling of Work:

Prior to the commencement of any work, the Contractor will confer with the Contract Administrator to assure that the scheduling of activities in conjunction with Village and tenant operations is fully understood.

All work will be scheduled so as to avoid delays to Village operations. The Project Manager will coordinate the schedule with the Contract Administrator with regard to any operation which will necessitate temporary interruptions to Village operations.

The Contractor will not commence non-routine work in any area until:

- The proposed work has been previously coordinated with and approved by the Contract Administrator, and;
- Any and all required security and safety measures and temporary markings are in place.

Scheduled Services Requirements: Service is required as stated in this contract. However, the Contractor may be requested to perform project work, at no additional cost to the Village, at a time when facilities are not being used. Special services may be performed weekends and/or holidays as requested by the Contract Administrator. Contract Administrator and Contractor shall mutually attempt to agree on a time and day to minimize inconvenience.

The agreed upon schedule may be changed to meet the operational needs of the Village. Hours must adapt to comply with any security standards.

Contractor must provide a schedule for annual air quality cleaning to the Contract Administrator during the first month of the contract. The schedule must fully comply with air quality specifications. When the Contract

Administrator approves the schedule, the area(s) must be completed within a consecutive thirty (30) day period.

Contractor must coordinate scheduling of the air quality cleaning with the Contract Administrator. Contractor must provide the Contract Administrator with a letter of completion when air quality cleaning is completed. Air quality cleaning schedule for subsequent years must be submitted for approval ninety (90) days, prior to the end of each contract year.

Contractor, when requested by the Contract Administrator, shall perform additional scheduled cleaning related services at the unit cost quoted on the Proposal Form.

All daily, weekly, and monthly cleaning and/or maintenance tasks listed herein are considered part of the basic services covered by this proposal.

A call out to replenish an out-of-stock condition caused by lack of adequate supplies on site is considered part of basic services, and will not be considered "additional services" or qualify for additional compensation.

"As Needed/Special Assignments" include, special cleaning related projects. Contractor may be required to assign some employees to special assignments. Tasks are to be provided upon request as required and are not to be considered part of the monthly or annual fixed costs for this contract. Contractor has provided fixed unit prices as identified in the Proposal Form for these additional services as part of this contract.

When a need is identified, the Contract Administrator may request Contractor to submit a proposal for Additional Services. Proposal will use the unit prices provided in the contract. These services will not be performed without the Contract Administrator's approval of each proposal. Upon acceptance of the Additional Scheduled Services proposal, the proposal may be converted to a firm, fixed price project and a purchase order will be issued for the project.

The Village reserves the right to add locations to this contract as these additional locations may be acquired. Locations to be added may include, but are not limited to, expansions or additions to existing facilities and acquisition or construction of new properties. In the event that the Village makes significant structural changes to an existing facility that impacts Contractor's cost in providing the janitorial service anticipated by this contract such change may be treated as a new facility and the procedures provided for in this section may be followed in determining an appropriate price.

Calculating the cost per square foot for the existing service and applying it to the areas subject to adjustment may be used to determine incremental adjustments in cost due to expansions or contractions of existing facilities. In the event the areas added or subtracted are not comparable in service needs to the existing areas covered under the contract, an appropriate adjustment may be made with the recommendation of the Contract Administrator and approval of the Village Manager.

In the event the Village wishes to add other locations under the Contract, a quotation may be solicited from the Contractor in good standing for the new location.

Pricing will be negotiated by the Contract Administrator, based upon pricing in the contract for a location with similar requirements. If the Village is not satisfied with the results of the negotiation, the Village may solicit proposals from other contractors.

In the event services or other basic scheduled services are added or deleted, the appropriate unit labor prices used for additional scheduled services may be utilized for the adjustment.

In the event the Village shall sell, vacate, abandon, terminate or otherwise dispose of or no longer require the Contractor to provide janitorial services for a location to which this contract applies, the appropriate unit labor prices used for additional scheduled services may be utilized for the deductive adjustment.

Contractor must be available to perform emergency cleaning services on a twenty-four (24) hours a day, seven (7)

days a week basis and respond, when requested by the Contract Administrator. Types of emergency services that may be requested include, but not limited to spills, flooding, overflows and other potential safety and health hazards requiring an immediate response.

The Contractor shall designate an on-call employee for emergencies.

- If on site, Contractor's employee must respond by phone within fifteen (15) minutes and must report to the area of the emergency within thirty (30) minutes.
- If off site, Contractor's employee must respond by phone within thirty (30) minutes and must report to the facility within in sixty (60) minutes.
- Repeated failure for the Contractor to adhere to these response times may be cause to terminate the contract.

An immediate assessment of the problem encountered must be communicated to the Contract Administrator within one-half (½) hour of arrival at the job site. If immediate service is not possible, an accurate projection of expected completion time must be relayed to the Contract Administrator.

Once the emergency service estimate has been approved by the Contract Administrator, the service must be initiated within a maximum mobilization time, on site, of two (2) hours. Any exceptions to this requirement must be approved by the Contract Administrator.

In the event the emergency service takes more than twenty-four (24) hours to complete, a daily progress report from Contractor will be required. Status calls should be made to the Contract Administrator to inform them of an expected completion time updated with each report.

If the job completion extends beyond forty-eight (48) hours without the Contract Administrator's approval, the Village reserves the right to discharge the Contractor and award the emergency service to another vendor.

In the event of a major emergency and at the sole determination of the Contract Administrator or his designee, Contractor may be requested to assist in a clean-up operation when an additional outside contractor has been engaged by the Village to provide related services.

8. **Technical Specifications:**

Blinds and Shades

- Clean blinds and shades, including tapes and cords, to remove all dust, stains, soil, and smudges. Do not stain tapes or cords during cleaning.
- Replace blinds removed for cleaning immediately. Do not allow blinds to remain down for more than 24 hours.
- The blinds, tapes and cords will be free of dust, stains, soil and smudges upon completion of cleaning blinds.

Building Surfaces

- Clean building surfaces using clean damp cloths, sponges, scrub pads, spray bottles of detergent solution, glass cleaner or cream cleanser to remove smudges, fingerprints, marks, streaks, tape, etc. from the surfaces.
- Clean exterior building surfaces using hoses or pressure washers to remove adhered soil.

Carpet Floors

- Clean carpet, walk-off carpet, rugs, runners, mats and entryway systems per manufacturer's specifications.
- Dry Compound Method
 - Removing carpet stains using dry compound equipment and supplies (i.e. Whittaker, Millicare, or Host carpet systems) may be used as an interim method for cleaning carpets. Various commercial dry compound systems are available and may be used for interim or maintenance cleaning if system manufacturer's procedures are followed.
- Edging
 - The process of using a backpack vacuum or the tools on an upright vacuum to remove dust, loose dirt and lint from carpet where it meets baseboards, furniture, walls or any other objects sitting on the carpet floors that cannot be easily moved.
- Hot Water Extraction
 - The process of using hot water extraction equipment to remove any undesired substance covered by this contract from carpet floors.
 - Remove any items from the carpet floor being cleaned that can be removed.
 - Spot clean to remove any gum.
 - After allowing sufficient drying time, vacuum the carpet floor following a pattern that will give the carpet pile a uniform appearance.
 - Return any items that were removed from the carpet floor being cleaned.
 - Carpet floors will be free of litter, paper clips, staples, soil streaks, stains, spots and embedded dirt.
 - Certain carpet floors will require extraction more frequently than others due to different soiling rates.

Spot Cleaning

- The process of using hand tools or extraction equipment and the appropriate cleaning product to remove adhered soil from a small area of carpet floor.
- Carpet floor will be substantially free of cleaning marks upon completion of spot cleaning without leaving a noticeable color differential from surrounding area.
- Contractor will spot clean carpet floors as they are encountered and will not wait for the Contract Administrator to point them out.

Ceilings

- Use cleaning agents that will be safe for use on ceiling vents, light fixtures, grids, and other ceiling fixtures.
- Notify the Village of any ceiling tiles and/or vents that need to be replaced.

Cleaning, General

- The process of removing any undesired substance covered by this contract from the building surfaces on which they are found.
- Clean, sanitize, and polish building surfaces within designated facilities.
- Employ appropriate cleaning techniques and use commercial-grade products and equipment to ensure a first-class professionally maintained appearance.
- Use germicidal detergent in restrooms, locker rooms, food areas, and drinking fountains.
- All surfaces will be free from soil, smudges, fingerprints, gum, marks, or streaks upon completion of general cleaning.
- General cleaning is not spot cleaning; rather it is the cleaning of total surface areas within a building.

Counters and Tables

- Polish the fronts and tops of all counters with a non-abrasive product.
- Particular attention should be paid to court-rooms, libraries and other regularly used tables and other high visibility areas.
- In addition, the furnishings in all reception areas should be monitored frequently because these are high traffic areas.

Damp Wiping

- The process of using a cloth moistened with the appropriate cleaning product to make building surfaces free of any undesired substance covered by this contract.

Disinfecting

- The process of applying a product that kills tuberculosis, hepatitis, HIV and other infectious organisms within an established period of time.
- All potential risk surfaces shall be cleaned using an EPA registered disinfectant spray for restrooms and other potential contaminated surfaces.
- Village will ensure that signage is posted in all Village restrooms with the message to thoroughly wash your hands.

Dispensers

- Clean and disinfect the towel, toilet paper, toilet seat covers and soap dispensers.
- Upon completion of cleaning and filling dispensers, all dispenser surfaces will be clean, free of all soil and streaks, disinfected with germicidal detergent.

Drinking Fountains

- Remove all soil, mineral deposits, streaks, and smudges from the drinking fountains and cabinets by damp wiping or hand scrubbing.

- Disinfect all surfaces including the orifice and drain.
- Remove soil and dust from air vents.
- The entire drinking fountain will be clean, disinfected, and free of any soil, mineral deposits, streaks, detergent residue, and debris upon completion of cleaning drinking fountains.

Dusting

- The process of removing dust, loose dirt, lint and cob webs from building surfaces in the appropriate manner to make sure the substance being removed does not become air borne.
 - Contractor shall accomplish dusting by using treated dust cloths, treated dust tools, damp sponges, vacuums/backpack vacuums with crevice tools, brush attachments and all wall attachments.
- **Dusting, High**
- Dusting building surfaces above the general level of a desk or counter top up to approximately 8 feet in height that can be reached from a short ladder or stool.
 - All building surfaces in this defined area will be uniformly clean, free of dust, loose dirt, lint and cobwebs upon completion of dusting.
- **Dusting, Low**
- Dusting building surfaces from and including the general level of a desk or counter top down to floor height.
 - All building surfaces in this defined area will be uniformly clean, free of dust, loose dirt, lint and cobwebs upon completion of dusting.
 - This may require movement of furniture to reach areas under and behind furniture to include baseboards, furniture legs, etc.
 - Do not disturb paperwork or personal items on top of desks, work stations or other horizontal building surfaces.
- **Dusting, Overhead**
- Dusting building surfaces above the general level of 8 feet in height up to and including the ceiling that are visible from the floor surface below or adjacent floor levels, balconies, stairs, etc.
 - All building surfaces in this defined area will be uniformly clean, free of dust, loose dirt, lint and cobwebs upon completion of dusting.
 - Use caution when cleaning delicate structures.
 - Contractor is responsible to provide the equipment, such as large ladders, scaffolding or lifts, needed to complete this task.

Furniture

- Remove all soil and dust from office desks, chairs, file cabinets, tables, stands, directories, and other furnishings. (Wood doors will also be considered furniture for this contract).
- Clean and polish wood furniture with a wood polish, using no water or detergents.

- Vacuum all cloth-upholstered furniture, including under and between cushions.
- Clean upholstered furniture with an approved spot cleaner and detergent to remove soil that cannot be removed by vacuuming.
- Clean synthetic-covered furniture with vinyl cleaner.
- All surfaces of furniture and fixtures will be free of dust, soil smears, smudges, streaks, stains, and excess polish upon completion of cleaning furniture and fixtures.

➤ Furniture, Upholstered

- Use a hot water extractor to remove stains.
- Apply a soil retardant to the fabric portions of seats. Pre-test the compatibility of chemicals with the fabric by applying a small amount to a detached swatch of the material, if available, or to a small, inconspicuous part of the fabric on the furniture.
- All brushing and vacuuming, both before and after extracting shall be repeated until there is no longer evidence of soil and chemical residue in the fabric.
- Any areas of the fabric which are inaccessible to the equipment shall be cleaned with solution from the machine and manual scrub.
- Non-fabric parts of the furniture are to be wiped with neutral detergent and a clean cloth or sponge to remove shampoo residue and dry soil.

Glass, Mirrors and Windows Cleaning

- Glass surfaces include windows and mirrors, all display cases and cabinets, building directory board enclosures, picture frame enclosures, and glass panels within or adjacent to interior and exterior doors.
- Glass and mirrors will be without streaks, film smudges, deposits, and stains and be uniformly bright in appearance.
- Adjacent surfaces will be wiped clean.
- Frames, casings, sills, and ledges will be free of soil, dirt, tape, tape residue, smudges, or splash marks. Splashed glass cleaner, drip marks, and all other types of soil streaks will be removed from all adjacent surfaces such as walls, frames, casing, and trim.

Gum Removal

- Gum shall be removed from floors, carpet, sidewalks or any other surfaces daily with an EPA approved gum removal solvent and a putty knife or another acceptable method approved by Village. Use caution not to damage delicate building surfaces.

Hard Floors

- Burnishing - The process of using a floor machine and pad to maintain a hard floor's appearance.

- The process combines high speeds with a rougher floor pad texture resulting in a smooth surface that provides maximum gloss. It is not a cleaning method. It restores gloss, removes scratches, and helps maintain a smooth glossy surface. Routine recoating is a must with burnishing in order to maintain an adequate base and substrate protection. Equipment speed - High Speed 1,500 - 2,000 RPM, Ultra High Speed 2,000 - 3,000 RPM.
- Burnishing is a dry method of polishing a hard floor that uses a combination of heat and abrasion to give the “wet look”.

Grout Cleaning

- Dry sweep or vacuum area to remove any loose debris.
- Pre-treat the tile and grout with a non-toxic, biodegradable cleaning solution to help emulsify the soils embedded in the grout and on the surface of the tile. Let this solution dwell for 10 – 15 minutes.
- Agitate the solution into the grout lines and on the surface of the tile with a floor machine or deck brush.
- If stains remain, hand scrubbing and potentially more cleaning solution, should be used to remove the stain.
- Clean and extract any built up soils, grease and mildew from the pores of the tile and grout.

Machine Scrubbing

- The process of using a floor machine to clean floor surfaces that cannot be removed through wet mopping.
- Machine scrub floors using a neutral cleaner by operating a floor machine design for scrubbing the floor type and areas that can be reached by moving furnishings; manually scrub areas that are inaccessible with the machine.
- Do not leave water or scrubbing solution on the floors longer than necessary to complete the cleaning.
- Remove all splash marks on baseboard, furniture and other such surfaces.
- All floor surfaces and grout will be free of soiling, marks, stains, and free of chemical residue.

Mopping

- The process of removing adhered soil from hard floors.
- The entire floor surface, including in corners and around wall projections, will be clean and free of all soil, streaks, footprints, and spots.

Scrubbing and Recoating

- A process, short of stripping, used to restore floors when they become embedded with soil and have excessive scuffs, scratches and marks and then applying successive coats of floor finish to provide improved appearance and protection.
- The entire floor will have a uniform finish and a uniform, glossy appearance, be free of scuffmarks, heel marks and stains after upon completion.

Spray Buffing

- The process of using a floor machine, pad and spray-buffing product to maintain a hard floor's appearance, cleanliness and extend the life of the finish.
- The process combines lower speeds with a rough floor pad texture to clean and shine the floor. It may assist in removing surface scratches, but will not restore a high, wet-look shine like burnishing will. Equipment speed 175 - 300 RPM.
- Buff until glossy and not tacky.
- Repeat same spray buffing operation for additional small areas until entire floor has the desired appearance.
- The entire floor will have a uniform coating of floor finish and a uniform, glossy appearance, be free of scuffmarks, heel marks and stains after upon completion.

Stripping/Sealing/Finishing

- The process of completely removing all old finish from the floor surface and surrounding baseboards and then applying new coats of floor finish.
- Stripping also includes the complete removal of all marks, scuffs, and stains.
- The application of excessive amounts of finish will be avoided and excessive buildup of finish is not permitted.
- Sufficient finish will be used to fully protect the floor surface and present a uniform luster and neat, well-kept appearance.
- Use a liquid non-slip water emulsion type floor finish on all floor coverings cleaned according to specifications.
- Non-slip properties of the floor finish are especially important in public corridors, tenant spaces, and stairwells.
- The entire floor will have a uniform finish and a uniform, glossy appearance, be free of streak, swirls, scuffmarks, heel marks and stains after upon completion.

Sweeping

- The process of removing dust, loose dirt, lint and debris from hard floors.
- The process can be accomplished with a broom or dust mop.

Metal Cleaning and Polishing

- Remove all tarnish, clean and polish all bright metal building surfaces.
- Apply metal polish by cloth to surfaces being cleaned or polished.
- All metal surfaces will be free of dust, soil, smears, tarnish, smudges, streaks, stains, and excess polish; and be clean and bright upon completion of polishing metal. Remove metal cleaner quickly from adjacent surfaces.

Plumbing Fixtures

- Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without dust, streaks, film odor and/or stain.

Policing

- To make neat and orderly. This will include but not be limited to removing visible loose dirt, trash and debris; empty trash and recycling containers; refill restroom paper product and soap dispenser; as well as clean up spills; and take appropriate action to abate potential safety hazards.

Recyclables

- Clear trash liners are used for all areas.
- Empty and return all recycling containers of any type and size to their original positions.
- Remove bulky items such as rolls of plans or cardboard boxes that are placed by recycling containers and clearly marked for disposal.
- Clean spills and foreign substances from all surfaces of the recycling container.

Reducing Airborne Dust

- Dust with a vacuum cleaner equipped with non-conductive type nozzles and brushes in areas where airborne dust cannot be tolerated, such as computer rooms, clean rooms, data processing rooms, electronics rooms, telephone equipment rooms and other areas containing precision equipment.

Sinks, Toilets and Urinals

- Clean and disinfect the washbasins and sinks to be free from streaks, stains, scale, scum, soap deposits, and odors.
- Plumbing pipes above and below counters, fixtures, faucets, and metal ware will be clean and bright and free of dirt, dust and deposits.
- To clean bright metal finishes in the restrooms use soft cloth towels only, there will be absolutely no use of paper towels or scrubbing pads to clean metal finishes such as faucets, flush valves or soap dispensers.

Sink, Toilets and Urinals – Descaling

- For daily cleaning, use a non-acid-type bowl cleaners (the lowest quantity required to be effective) and nylon bowl mops to remove scale, scum, mineral deposits, rust stains, etc. from the inside of toilet bowls and urinals.
- Any damage to surface finishes caused by Contractor or its employees shall be replaced or repaired at Contractor's expense.

Spot Cleaning

- Spot clean is cleaning a smaller surface area within a total surface area and is to be free of all stains and deposits.
- Surfaces will be substantially free of cleaning marks upon completion of spot cleaning without leaving a noticeable color differential from surrounding area.

Telephones

- Dust and damp wipe with a non-toxic, non-irritating solution.
- Handset containing the ear and mouth pieces shall be wiped with a clean cloth dampened with a non-toxic, non-irritating germicidal solution.

Trash

- Clear trash liners are used for all areas.
- Empty and return all trash containers of any type and size to their original positions.
- Remove bulky items such as rolls of plans or cardboard boxes that are placed by trash containers and clearly marked as trash.
- Clean spills and foreign substances from all surfaces of the trash container.
- Replace plastic bag liners in all trash containers after each servicing.
- Clean up any spill or litter generated by Contractor work operations.
- A clean, new trash can liner will be placed in the container; and all trash will be placed into the designated dumpster upon completion of trash removal.
- Empty and wipe all wastebaskets and outside ashtrays with a chemically treated or damp cloth. If wastebaskets become unduly soiled, they must be washed.
- Contractor shall furnish plastic liners for trash containers.

Vacuuming

- The process of using an upright vacuum to remove any loose, substance covered by this contract from carpet floors.
- The carpet floors will be free of all detectable dust, soil, embedded grit and litter.

9. Frequency and Procedures for Cleaning:

All frequencies listed below are considered to be minimum service levels. If increased frequencies are needed to meet the performance standards the increased frequency will be provided at no additional cost to the Village.

Tasks are to be performed per the Definitions and Technical Specifications Sections to comply with the Performance Standards Section.

If there is a discrepancy in minimum frequencies for a task listed below, the more frequent requirement is to prevail as the minimum service level.

Minimum (Min.) Frequencies, Alphabetically By Task

Table 1: Tasks				
	Task	Building Surface	Building Area	Min. Frequency
1	Burnishing	Hard Floors	All	Quarterly
2	Damp/Wet Wiping	A/C grates	All	Monthly
3	Damp/Wet Wiping	Blinds and Shades	All	Monthly
4	Damp/Wet Wiping	Bright Metal	Restrooms, Food Prep Areas, Elevators	Daily
5	Damp/Wet Wiping	Bright Metal	Other Building Surfaces	Daily, as Needed
6	Damp/Wet Wiping	Debris Receptacles	All	Daily
7	Damp/Wet Wiping	Dispensers	All	Daily
8	Damp/Wet Wiping	Doors Interior & Exterior	All	Weekly
9	Damp/Wet Wiping	Furniture	All	Daily, as Needed
10	Damp/Wet Wiping	Glass/Windows	Entrance/Service Windows	Daily
11	Damp/Wet Wiping	Windows, Interior	Interior Side	Weekly
12	Damp/Wet Wiping	Mirrors	Restrooms	Daily
13	Damp/Wet Wiping	Mirrors	Others	Daily as Needed
14	Damp/Wet Wiping	Other Building Surfaces	All	Daily as Needed
15	Damp/Wet Wiping	Sinks/Toilets/Urinals	All	Daily
16	Descaling	Sinks/Toilets/Urinals	All	Daily
17	Disinfecting	Sinks/Countertops	All	Daily
18	Disinfecting	Sinks/Toilets/Urinals	Restrooms	Daily
19	Disinfecting	Water Fountains	All	Daily
20	Disinfecting	Other Building Surfaces	All Other Areas	Daily, as Needed
21	Dry Compound Method	Carpet Floors	All	Daily, as Needed
22	Dusting, High	Building Surfaces	All	Weekly

23	Dusting, Low	Building Surfaces	All	Weekly
24	Dusting, Overhead	Building Surfaces	All	Monthly
25	Edging	Carpet Floors	All	Weekly
26	Filling	Dispensers/Urinal Screens	All	Daily
27	Filling	Floor Drains	All	Weekly
28	Grout Cleaning	Hard Floors	All	Requested Additional Service
29	Gum Removal	Building Surfaces	All	Daily, as Needed
30	Hand Scrubbing	Drinking Fountains	All	Daily
31	Hand Scrubbing	Floor Drains	All	Weekly
32	Hand Scrubbing	Sinks/Toilets/Urinals	All	Daily
33	Hand Scrubbing	Other Building Surfaces	All Other Areas	Daily, as Needed
34	Hot Water Extraction	Carpet Floors	All	Requested Additional Service
35	Machine Scrubbing	Hard Floors	All	Requested Additional Service
36	Mopping	Hard Floors	All	Daily
37	Policing	Building Surfaces	All	Daily
38	Processing Recyclables	Debris Receptacles	All	Daily
39	Processing Trash	Debris Receptacles	All	Daily
40	Sanitizing	Carpet Floors	All	Daily, as Needed
41	Slip Resistant	Hard Floors	All	Following Machine Scrubbing
42	Spot Cleaning	Carpet Floors	All	Daily
43	Spot Cleaning	Other Building Surfaces	All Other Areas	Daily, as Needed
44	Spot Cleaning	Upholstery	All	Daily, as Needed
45	Spray Buffing	Hard Floors	All	Weekly
46	Standing Water Removal	Hard Floors	All	Daily, as Needed
47	Steam cleaning	Showers	All	Monthly
48	Sweeping	Hard Floors	All	Daily
49	Vacuuming	Carpet Floors	All	Daily
50	Vacuuming	Upholstery	All	Daily, as Needed

Specific Service Notes

The following key maintenance items are important tasks that must be performed as part of the contract requirements. Other cleaning tasks listed elsewhere are to be performed on their regular maintenance schedule or as requested. These items are listed by property.

North Palm Beach Country Club is the #1 rated municipal golf course in the state of Florida. It is also the #20 municipal golf course in the United States. The upkeep and appearance of this facility is crucial to maintaining its ranking and prestige. Attention to detail at this facility is paramount.

1. Country Club, 951 US Highway One

- a. Golf shop exterior windows shall be cleaned monthly.
- b. Toilet paper throughout this facility shall be a premium-style, multi-ply soft paper.
- c. Urinal splash guards shall be used.
- d. Shampoo, body wash and conditioner in showers shall be checked daily.
- e. Tile grout (floors/walls) in locker rooms will be steam cleaned three (3) times per year. (Oct, Feb, Jun)

2. Library, 303 Anchorage Drive

- a. Stairs and Lobby tiles/grout must be cleaned three (3) times per year.
- b. Weekend cleaning shall be done Sunday afternoon/evenings in preparation for the new work week.

3. Anchorage Park Outdoor Restrooms, 603 Anchorage Drive

- a. Anchorage Park restrooms are open 24/7. They may be cleaned at any time.
- b. Restroom floors shall be steam cleaned three (3) times per year.
- c. Basic toilet blockages are to be plunged by cleaning staff. If this is not effective Village staff will address the blockage.

4. Village Hall 501 US Highway One

- a. Toilet paper throughout this facility shall be a premium-style, multi-ply soft paper.
- b. Restroom floors shall be steam cleaned three (3) times per year.

5. Community Center Outdoor Restrooms, 1200 Prosperity Farms Road

- a. All outdoor restrooms close at 9PM and are to be locked by cleaning staff.
- b. Restroom floors shall be steam cleaned three (3) times per year.
- c. Basic toilet blockages are to be plunged by cleaning staff. If this is not effective Village staff will address the blockage.

6. All Facilities

- a. All steel drinking fountains, paper towel dispensers, soap dispensers and such, shall be cleaned monthly with a Scotch-brite style pad or fine steel wool. Rust, soap residue and other surface contaminants are to be removed.

9. (A) Additional requested specialty services which shall be performed on a scheduled basis

Village Hall

51	Hot Water Extraction Carpet Cleaning	1 x per year
52	Clean Exterior Windows	4 x per year

Library

53	Hot Water Extraction Carpet Cleaning	3 x per year
54	Stripping/Sealing/Refinishing hard floor	3 x per year
55	Clean Exterior windows	4 x per year

Anchorage Park

56	Stripping/Sealing/Refinishing hard floor	3 x per year
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Community Development

57	Machine Scrubbing hard floor	3 x per year
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Community Center

58	Machine Scrubbing hard floor	2 x per year
59	Grout Cleaning Tile Floor	2 x per year
60	Clean Exterior Windows	4 x per year

Osborne Park

61	Stripping/Sealing/Refinishing hard floor	3 x per year
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Public Safety

62	Hot Water Extraction Carpet Cleaning	2 x per year
63	Grout Tile Floor	2 x per year
64	Stripping/Sealing/Refinishing Hard Floor	2 x per year
65	Clean Exterior Windows	4 x per year

Public Works

66	Hot Water Extraction Carpet Cleaning	2 x per year
67	Grout Cleaning Tile Floor	2 x per year
68	Stripping/Sealing/Refinishing Hard Floor	2 x per year

69	Clean exterior Windows	4 x per year
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Tennis Pro Shop

70	Hot Water Extraction Carpet Cleaning	3 x per year (Oct., Feb. June)
71	Grout Cleaning Tile Floor	2 x per year
72	Clean Exterior windows & glass doors	Monthly

Country Club Locker Rooms

73	Grout Cleaning Tile Floor	3 x per year (Oct., Feb., June)
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Golf Pro-Shop

74	Hot Water Extraction Carpet Cleaning	3 x per year TBD
75	Grout Cleaning Tile Floor Restroom	3 x per year
76	Clean Exterior Windows and Glass Doors	MONTHLY

Admin. Offices 2nd Floor

77	Hot Water Extraction Carpet Cleaning Conference Room and (2) Admin Offices	3 x per year (Oct., Feb. June)
78	Grout Cleaning Tile Floor	3 x per year
79	Clean exterior windows & glass doors, Admin offices, lobby, and conference room	MONTHLY

Country Club Pool Locker Rooms

80	Grout Cleaning Tile Floor (including showers)	3 x per year (Oct., Feb., June)
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10. Performance Standards:

This contract is a performance-based agreement. Contractor is required to provide all services and supplies of sufficient quantity and quality to achieve the quality performance standards prescribed in the specifications herein at the prices stated in the Proposal Form. Specific tasks and the frequency of their performance are proposed in the Frequency and Procedures for Cleaning Section. These frequencies are proposed as the minimum requirements to achieve the performance desired. In preparing its price proposal, the Contractor is required to use its professional experience and best judgment to determine the actual quantities of labor and materials required to meet the performance specifications found in this contract. Due to conditions found at particular locations, Contractor may need to increase the frequency of the tasks in order to keep the facilities neat and clean in accordance with the performance standards stated herein. Any increase in labor and materials that may be required to meet the performance specifications shall be at no additional cost to the Village.

The Contract Administrator will evaluate the Contractor’s performance based on whether or not Contractor achieves the minimum performance standards listed below by tasks and surfaces/components. If a building surface/component does not comply with the listed performance standard, it will be counted as a discrepancy associated with the task that is needed to correct it.

Performance Standards			
Facility Areas			
	Task	Surface	Standard
1	Burnishing	Hard Floors	Absence of scratches, scuff marks, worn areas and dull areas. The presence of a “like new” appearance.
2	Damp/Wet Wiping	Blinds and Shades	Absence of any surface marks, including fingerprints, spills or other undesirable adhered surface residue that can be eliminated by appropriate damp or wet cleaning techniques.
3	Damp/Wet Wiping	Bright Metal	Absence of marks, streaks, spots, stains from all stainless steel, chrome, brass and other bright metal surfaces. All work shall be polished to a dry sheen.
4	Damp/Wet Wiping	Debris Receptacles	Absence of any surface marks, including fingerprints, spills or other undesirable adhered surface residue that can be eliminated by appropriate damp or wet cleaning techniques. Absence of soil, litter, dust, incrustation and odors and shall be cleaned as needed.
5	Damp/Wet Wiping	Dispensers	Absence of any surface marks, including fingerprints, spills or other undesirable adhered surface residue that can be eliminated by appropriate damp or wet cleaning techniques.
6	Damp/Wet Wiping	Furniture	Absence of any surface marks, including fingerprints, spills or other undesirable adhered surface residue that can be eliminated by appropriate damp or wet cleaning techniques. All work shall be polished to a dry sheen.
7	Damp/Wet Wiping	Glass/Mirrors/Windows	Absence of any surface marks, including fingerprints, spills or other undesirable adhered surface residue that can be eliminated by appropriate damp or wet cleaning techniques.
8	Damp/Wet Wiping	Other Building Surfaces	Absence of any surface marks, including fingerprints, spills or other undesirable adhered surface residue that can be eliminated by appropriate damp or wet cleaning techniques. If appropriate, work shall be polished to a dry sheen.
9	Damp/Wet Wiping	Sinks/Toilets/Urinals	Absence of any surface marks, including fingerprints, spills or other undesirable adhered surface residue that can be eliminated by appropriate damp or wet cleaning techniques. Absence of streaks, soil, other residue or latent
10	Descaling	Sinks/Toilets/Urinals	The absence of any stains, bacteria growth, spore formations and grime that can be eliminated by the appropriate wet, hand scrubbing techniques.
11	Disinfecting	Building Surfaces	The absence of infectious organisms, which is achieved by applying a product that kills them.
12	Dry Compound Method	Carpet Floors	Absence of stains and other adhered in-fiber accumulation.
13	Dusting	High	Absence of loose dust, dirt, lint or spider webs on any surface of any item above the general level of a desk or counter top up to approximately 8 feet in height that can be reached from a short ladder or stool.

14	Dusting	Low	Absence of loose dust, dirt, lint, spider webs or liter on any surface of any item from and including the general level of a desk or counter top down to floor height.
15	Dusting	Overhead	The absence of loose dust, dirt, lint or spider webs on any surface of any item above 8 feet in height.
16	Edging	Carpet Floors	Absence of dust, lint and other loose in-fiber accumulation.
17	Filling	Dispensers/Urinal Screens	Presence of sufficient product to last until next scheduled service.
18	Filling	Floor Drains	Presence at all times of a germicidal solution to fill the drain trap and prevent the escape of sewer gas.
19	Grout Cleaning	Hard Floors	Absence of any soil, wax or other undesirable adhered build-up which can be eliminated by appropriate heavy duty, cycle or project cleaning techniques.
20	Gum Removal	Building Surfaces	Absence of chewing gum and other similar substances from floors, carpet, sidewalks, stairwells or any other surfaces.
21	Hand Scrubbing	Drinking Fountains	Absence of any stains, bacteria growth, spore formations and grime that can be eliminated by the appropriate wet, hand scrubbing techniques.
22	Hand Scrubbing	Floor Drains	Absence of any stains, bacteria growth, spore formations and grime on surfaces that can be eliminated by appropriate hand scrubbing techniques.
23	Hand Scrubbing	Other Building Surfaces	Absence of any stains, bacteria growth, spore formations and grime on surfaces that can be eliminated by appropriate hand scrubbing techniques.
24	Hand Scrubbing	Sinks/Toilets/urinals	The absence of any stains, bacteria growth, spore formations and grime that can be eliminated by the appropriate wet, hand scrubbing techniques.
25	Hot Water Extraction	Carpet Floors	Absence of stains and other adhered in-fiber accumulation.
26	Encrustation/Build-Up Removal	Hard Floors	Absence of any soil, wax or other undesirable adhered build up which can be eliminated by appropriate heavy duty, cycle or project cleaning techniques.
27	Machine Scrubbing	Hard Floors	Absence of tightly adhered dirt build-up.
28	Mopping	Hard Floors	Absence of adhered dirt build-up.
29	Policing	Building Surfaces	Absence of litter or undesirable debris that can be removed by appropriate policing techniques.
30	Processing	Recyclables	Absence of recyclables in the building. Recyclables shall be collected and removed to designated area, which shall be maintained in a neat and tidy condition.

31	Processing	Trash	Absence of trash in the facility. Trash shall be collected and removed to designated area which shall be maintained in neat and tidy condition.
32	Sanitizing	Carpet Floors	Absence of odors in carpeted areas.
33	Scrubbing/Recoating	Hard Floors	Presence of appropriate surface gloss, protection, or reflective capacity in line with “like new” or designated gloss levels without streaks, swirls or debris.
34	Slip Resistant	Hard Floors	Presence of appropriate finishes applied in the appropriate manner to produce a slip resistant surface.
35	Spot Cleaning	Carpet Floors	Absence of stains and other adhered in-fiber accumulation.
36	Spot Cleaning	Other Building Surfaces	Absence of any surface marks, including fingerprints, spills or other undesirable adhered surface residue that can be eliminated by appropriate cleaning techniques.
37	Spot Cleaning	Upholstery	Absence of stains and other adhered in-fiber accumulation and the absence of odors in fabric.
38	Spray Buffing	Hard Floors	Absence of scratches, scuff marks, worn areas and dull areas.
39	Standing Water Removal	Hard Floors	Absence of standing water related to janitorial services.
40	Stripping/Sealing/Refinishing	Hard Floors	Presence of appropriate surface gloss, protection, or reflective capacity in line with “like new” or designated gloss levels without streaks, swirls or debris.
41	Sweeping	Hard Floors	Absence of loose dust, dirt, lint or spider webs.
42	Vacuuming	Carpet Floors	Absence of dust, lint and other loose in-fiber accumulation.
43	Vacuuming	Elevator Tracks	Absence of dust, lint and other loose accumulation.
44	Vacuuming	Upholstery	Absence of dust, lint and other loose in-fiber accumulation.

45	Contractor floor finish, floor finish remover, floor seal, spray buff solution, detergent, and seals are compatible and/or by the same manufacturer.
46	Contractor chemicals on-site are in original containers and solution and spray bottles are safety containers.
47	Contractor germicidal products bear the Environmental Protection Agency Registration Number and kills the MRSA virus.
48	Contractor labels delicate/fragile items as such, necessary precautionary warning labels are affixed and manufacturer's

	labels are affixed to containers, solution and spray bottles.
49	Contractor floor finishes, seals, spray buff solutions and other such chemicals applied to hard floors have a .5 ASTM slip coefficient or better.
50	Contractor has functional, safe and clean janitorial equipment.
51	Contractor has functional, safe and clean janitorial storage areas.
52	Contractor has and uses color coded mops, towels, etc. to avoid cross-contamination between restrooms and other areas.
53	Contractor has extra paper and janitorial product quantities on-site that are adequate to prevent depletion of these supplies in the facility before the next routine servicing.
54	Contractor communicates appropriately with the Village.
55	Contractor communicates appropriately with its subcontractors.
56	Contractor reports maintenance issues to the Village.
57	Contractor responds to requests for service.
58	Contractor follows sign-in and sign-out procedures.
59	Contractor has and follows its Quality Control Inspection Process.
60	Contractor follows Service Schedules.
61	Contractor maintains a current MSDS/SDS Logbook on-site.
62	Contractor maintains a current Quality Control Inspection Log on-site.
63	Contractor's employees wear uniforms with their company name on them.
64	Contractor's employees wear their issued contractor ID's.
65	Contractor leaves doors locked and unlocked as required.
66	Contractor activates security alarms as applicable.
67	Contractor turns off all lights except those required to be left on.
68	Contractor uses chemicals in the correct method and in the correct areas.

11. Compliance with Task Performance Standards:

Contractor shall be required to clean each facility subject to this contract to a neat and clean condition satisfactory to the Village and in accordance with the specifications, tasks and standards set forth in the contract. The Contract Administrator will monitor Contractor's performance under this contract using the quality control procedures specified by Village. All questions of Contractor concerning the quality or acceptability of materials used, work performance, the manner of performance and progress meeting the requirements of the contract should be directed to the Contract Administrator.

12. Periodic Quality Conformance Evaluation:

All work performed under this contract will be inspected on a monthly basis. The inspection frequency may be adjusted as determined by the success the Contractor achieves in meeting the required quality standards for the contract tasks. The Contract Administrator may perform a quality conformance evaluation at any time including if the quality of service appears to deteriorate. The Contract Administrator may consider discrepancy complaints documented from Village staff during the preceding month when determining an inspection rating.

A quality conformance evaluation will be performed for each building covered by the contract on a monthly basis. In situations where there are multiple buildings at one location, like the North Palm Beach Country Club, a separate evaluation will be done for each building.

- All work will be assigned a numerical rating based on a five point scale:
- Inspection Based Rating:
 1. 4.00-5.00 Rating
 2. 3.50-3.99 Rating

3. 3.00-3.49 Rating
4. 0.00-2.99 Rating

Three (3) consecutive monthly inspections ratings resulting in a rating of 3.0 or below, determined individually or cumulatively, may be deemed by the Village, in the Village's sole discretion, to be an event of default and subject to termination for non-performance under of the contract.

13. Grading Format:

The Village will inspect and evaluate Contractor's performance in accordance with the frequency schedule described above. Inspections may be more frequent, if necessary, to ensure compliance with contract specifications. The Contract Administrator may consider discrepancy complaints documented from Village staff during the preceding month when determining an inspection rating.

Numerical ratings shall be scored as set forth in the Janitorial Service Contract Compliance Report Rating Scale included within these Specifications.

14. Remedies for Non-Performance by Contractor:

In the event of non-performance by the Contractor, the following options are available to the Village:

- The Designated Contract Administrator may notify Contractor of nonperformance and allow the Contractor to correct such items of nonperformance within a reasonable amount of time but not to exceed forty-eight (48) hours. The Village shall make no deduction for such items if they are properly corrected.
- If Contractor fails to promptly perform the services within the time specified by the Contract Administrator, not to exceed forty-eight (48) hours, or if the Contractor fails to take the necessary action to ensure future performance is in conformity with contract requirements, the Village, may perform the services (by contract or otherwise) and deduct payment to the Contractor for any cost incurred by the Village related to the performance of such service.
- If the Contractor fails to maintain schedules as approved by the Contract Administrator, or if in the opinion of the Contract Administrator, the Contractor's work methods are not adequate to assure completion of the work per the allotted schedule, the Contract Administrator may direct the Contractor, at no additional cost to the Village, to revise the work schedule and/or use additional personnel to ensure completion of the work in a timely manner. The Contractor will be required to have adequate cleaning and janitorial personnel for each facility.

15. Renewal Evaluation:

Results achieved by the Contractor on the periodic performance evaluation may be considered by the Contract Administrator when making a recommendation to renew the contract with the Village, or when evaluating the Contractor for consideration for future contracts.

16. Village Responsibilities:

The administration of this contract is vested in the Contract Administrator. The Contract Administrator shall have complete authority to require Contractor to comply with all provisions of the contract. However, the provisions of this contract shall not be altered, waived or revoked by the Contract Administrator and/or any designee.

The Contract Administrator may request Contractor to remove any employee, if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

One or more employees of the Village may be designated the Contract Administrator to monitor and inspect the performance and progress of the services provided under this contract.

Any failure of the Contractor to comply with the provisions of this contract will be called to the attention of the Contractor by the Contract Administrator or by a Designated Contract Administrator.

A Designated Contract Administrator shall have the authority to suspend the performance of the services until the Contract Administrator can decide any questions at issue.

A Contract Administrator and Designated Contract Administrator shall in no instance have the authority to act as foreman or supervisor for the Contractor and shall not interfere with the Contractor in the supervision or direction of the employees of the Contractor.

Any advice provided to the Contractor by the Designated Contract Administrator or the Contract Administrator shall in no way be construed as amending any provision of this contract, or releasing the Contractor from fulfilling the provisions of this contract.

The Village will make reasonable effort to coordinate the operations and activities of the facilities to attempt to minimize interference with performance by the Contractor as covered by this contract.

The Village will provide the Contractor a reasonable amount of storage space (as determined by the Contract Administrator) to store supplies and equipment used to fulfill the requirements of this contract. Space for on-site storage of supplies is limited. The Contractor must arrange for frequent replenishment of supplies to maintain stocks required. The Contractor agrees to keep storage space areas neat and clean at all times.

The Contractor will be responsible and take all risk of loss, damage or theft of any supplies and equipment stored at each location. The Contractor accepts risk of loss or damage for equipment stored on Village property.

The Village will provide water and electric necessary to perform services required for this contract at no cost to the Contractor.

17. Contractor Responsibilities:

Performance and Work Hours

Contractor shall perform the work with its own organization and approved subcontractor, if applicable, amounting to not less than one hundred percent (100%) of the contract price. The Contractor will be responsible for the complete and timely performance of all the services under the contract.

The work shall be completed no later than the schedule that is provided by the Contractor.

If the Contractor fails to maintain schedules as approved by the Contract Administrator, or if in the opinion of the Contract Administrator, the Contractor's work methods are not adequate to assure completion of the work per the allotted schedule, the Contract Administrator may direct the Contractor, at no additional cost to the Village, to revise the work schedule and/or the work in a timely manner.

Access

The Contractor shall ensure that under no circumstances shall any of the employees of the Contractor enter or move upon any area not authorized by the Contract Administrator for access by the Contractor.

Accident, Incident and Damage Reporting

The Contractor will immediately notify the Contract Administrator of any accidents or incidents arising from the performance of the contract involving bodily injury to workers, facility occupants, visitors, other persons or any property of the same.

Contractor shall promptly complete any report forms required by the Village describing the incident or accident. The report should include the type of incident and an assessment of any property damage and/or personal injury. The report will be provided to the Contract Administrator within two (2) business days of the incident.

The Contractor shall be responsible for claims resulting from the incident or accident.

The Contractor shall report any observed security violations, including alarm activations for the affected facility as soon as such incident is noticed by the Contractor.

The Contract Administrator will provide information necessary concerning whom to contact and the specific form to utilize when providing written notice.

Attendance

All of the Contractor's employees must document their presence on the job site. The contractor will maintain a log for each employee documenting the arrival and departure of the Contractor's personnel at their respective assigned work areas. **This log will be provided to the Village on a monthly basis.**

Communications and Coordination

The Contractor will provide its key employees cell phones and provide the Contract Administrator with telephone numbers and e-mail addresses for Contractor's personnel responsible for implementing all the requirements of the contract, including weekends and holidays.

The Contractor shall maintain a cellular phone contact number 24-hours a day for emergency service at no cost to the Village.

The Contractor shall also maintain an active e-mail address at all times for electronic communications.

The Contractor shall have communication with Contractor's on site supervisor, either by radio or cellular telephone for immediate contact with Village management personnel.

Day/night porters and lead workers assigned to Village facilities shall be available to be contacted at all times by cell phone or radio by Village representatives.

Conduct Standards

The Contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

The Contractor's employees will conduct themselves in a safe and orderly manner at all times while on the job site, whether on or off duty.

Fighting, being under the influence of alcohol and/or drugs, bringing and/or consuming alcohol and/or drugs, gambling, soliciting, stealing, taking pictures or bringing cameras or other photographic devices anywhere on the property (unless approved in writing by the Contract Administrator), and any immoral or otherwise undesirable conduct will not be permitted on the job site. Illegal activity will subject to criminal prosecution.

Damage Responsibility

The Contractor is responsible for the repair of any and all damages resulting from its activities while working on-site including damages caused by incorrect cleaning techniques and items broken during cleaning. If the Contractor is not able or otherwise fails to make such required repairs, the Village will have the right to accomplish these repairs, and deduct the costs from the Contractor's next scheduled payment.

In all instances where any property and/or equipment is damaged by Contractor employees, a full report, including pictures of the incident and extent of such damage, will be submitted in writing to the Contract Administrator within two (2) business days of the occurrence.

The Contractor is responsible for taking the action necessary to protect its supplies, materials, and equipment and the personal property of its employees from loss, damage, or theft.

Delays

Except for defaults of subcontractors at any tier, the Contractor will not be in default because of any failure to perform the contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are acts of God or of the public enemy, acts of the Village in either its sovereign or contractual capacity, fires, floods, strikes, and unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor will not be deemed to be in default, unless –

1. The subcontracted supplies or services were obtainable from other sources;
2. The Village ordered the Contractor to purchase these supplies or services from the other source; and
3. The Contractor failed to comply reasonably with this order.

Upon request of the Contractor, the Contract Administrator will ascertain the facts and extent of the failure. If the Contract Administrator determines that any failure to perform results from one or more of the causes above, the delivery schedule will be revised, subject to the rights of the Village under the termination clause of the contract.

Delivery of Supplies

The Contractor will schedule its own supply deliveries and the supply deliveries of its vendors and subcontractors during times that cause minimum disruption and inconvenience to the Village as approved by the Contract Administrator.

Dismissal of Employees

The Contract Administrator may request the Contractor to immediately remove from the premises any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of duty, absenteeism, or sleeping on the job.
2. An employee's continued presence is, in the opinion of the Contract Administrator, deemed not to be in the best interest of the Village.
3. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting.
4. Theft, vandalism, immoral conduct, or any other criminal action.
5. Selling, consuming, possessing, or being under the influence of intoxicants, alcohol, or illegal substances, which produce similar effects while on duty.

Energy Conservation

The Contractor shall be directly responsible for instructing employees in utilities conservation practices.

The Contractor shall be responsible for operating under conditions that preclude waste of utilities, which shall include, but shall not necessarily be limited to electricity, water, etc.

Lights in non-public areas shall be used only where and at the time when work is actually being performed.

In situations where energy management systems have automatic shut off lighting, the Contractor may manually turn on the lighting, but it is expected that the lighting be turned off again when leaving the area.

The Contractor's employees will not adjust mechanical equipment, or controls for heating, ventilation, and air conditioning systems, except in cases of emergency to shut off the systems.

Water faucets or valves shall be turned off after the required usage has been accomplished.

Malfunctioning or leaking faucets, toilets, and/or urinals shall be reported to the Contract Administrator as soon as possible. If the issue threatens to cause damage to the facility, the issue is to be reported to the Contract Administrator immediately.

Fire Prevention and Protection

Fire prevention and protection of Village property is essential. The Contractor will be knowledgeable and provide adequate and appropriate training for all employees in the proper method of reporting a fire and evacuating personnel.

Fraud, Waste and Abuse

The Contractor will be responsible for maintaining proper conduct and good discipline within Contractor occupied work areas. Contractor personnel will be encouraged to be alert to and report suspected situations of fraud, waste, and abuse, or other intentionally dishonest conduct.

Holidays

All locations shall be serviced for the number of days in the week as described in Section 5. Should an official holiday fall on one of the regular days for service, the Contractor shall make-up the service day immediately following the holiday or otherwise approved by the Contract Administrator.

Key Control

Public Safety Complex - The Contractor shall adequately secure the keys, key cards, other entry devices and codes provided by the Village. All employees must be fingerprinted, approved, and ready for work at the time of the contract start date.

The Contractor shall establish and implement methods of insuring that all keys issued to the Contractor by the Village are not lost or misplaced, and are not used by unauthorized persons.

When the Contractor enters an unoccupied/unlocked area of a facility to provide services, the Contractor shall lock same before leaving. All exterior doors shall remain locked during the work shift, and shall be checked to ensure security when leaving the secured area of a facility at the end of the work shift.

The Contractor shall maintain a record of the key numbers issued to its employees. The Contractor shall not duplicate and shall not allow such items to be duplicated.

The Contractor shall develop procedures covering key control that will be included in the quality control plan.

Any such item which becomes lost, missing or stolen shall be immediately reported to the Contract Administrators. The Contractor may be required to replace, re-key, or to reimburse the Village for replacement of locks or re-keying as a result of the Contractor losing keys. In the event a master key is lost or duplicated, Village shall replace all locks and keys for that system, and the total cost shall be deducted from the monthly payment due the Contractor.

It is the responsibility of the Contractor to prohibit the use of keys issued by any persons other than the Contractor's employees.

Lost and Found Property

The Contractor shall develop, implement, and maintain adequate procedures to ensure that no contract employee(s) scavenge any items from any Village facilities or properties.

The Contractor and its employees will promptly turn over all property found on Village property to the Contract Administrator.

Any violations or disregard of the rules, regulations, and policies regarding found property may be cause for permanent removal of all individuals involved.

Any Contractor employee who is found hiding or taking from the Village, property items, which are found, shall be immediately removed by the Contractor and the Village may have the individual prosecuted.

Needed Repairs

The Contractor shall promptly notify the Contract Administrator, or his/her designated representative, of needed repairs and/or damage to soap, paper towel, and other rest room dispensers, as well as other damaged or malfunctioning fixtures and building appurtenances which are observed during the performance of services.

Observation by the Contractor's employees of mechanical and electrical failures, including burned-out lights, plumbing problems, and safety hazards, shall be immediately reported to the Contract Administrator.

Contractor's personnel shall not repair inoperable plumbing or electrical or other facility components other than what is considered janitorial.

Personnel Awareness

The Contractor's on-site supervisors and employees will be expected to quickly become familiar with their designated areas. In addition, they will be expected to notify, document, and immediately report suspicious activity.

The Contractor's employees are to inform their respective supervisors on the job site of any unusual occurrences or physical problems such as burned out lights, broken locks, or open windows. These reports are to be made in writing to their respective supervisors and transmitted through the Contractor's chain of command to the Contract Administrator prior to the start of the next regular workday for the Village.

The Contractor will encourage employees to look out for each other, the Village's property, and facility users. The Contractor must implement, at the start of the contract, procedures to keep its personnel safe.

The Contractor shall at all times enforce strict discipline and good order among employees. No children, friends, or relatives, or a person not employed and assigned to work site, are allowed on the premises for personal visitations.

Unauthorized use of Village property or a Village employee's property is strictly prohibited.

Record Keeping

Contractor shall be responsible for maintaining a project site logbook or file. This record shall be kept on Village property, maintained by the Contractor and updated on each visit. The logbook or file shall contain at least the following items:

1. A copy of the Daily Work Roster / Sign in Sheet for the facility or site.
2. MSDS/SDS for all chemicals and supplies used in the facility.
3. Contractor's service schedule for the facilities.
4. Copies of Contractor's completed Quality Control Inspection Reports shall be maintained on site.

Safety Requirements

The Contractor will perform daily tasks using "SAFETY FIRST" practices and comply with all OSHA standards as they apply to the Janitorial Services Contract. The Contractor and each of its employees will comply with all applicable OSHA rules and practices. The Contractor will provide safety devices and apparel at no cost to its employees and will ensure employees wear all safety devices required by OSHA. These devices and apparel will include, without limitation, respiratory protection, head, eye, hand, and foot protection, hearing protection, and traffic vests, as required.

The Contractor will furnish documentation, as directed by the Contract Administrator, of the completion of the safety training of equipment operators and other personnel. The safety training will comply with all OSHA standards and a sample program will be submitted to the Contract Administrator.

The Village reserves the right to inspect all areas for safety violations caused by the Contractor, at its discretion, and to direct the Contractor to make immediate improvement of necessary conditions and procedures, or stop ongoing work if hazards are deemed to exist. In the event that the Village elects to stop work because of any type of existing safety hazard, the Contractor will bear all costs for eliminating the hazards and will not be granted compensation for the work stoppage.

The operation of the Contractor's vehicles or private vehicles by the Contractor's employees on or about the property of the Village will conform to posted regulations and safe driving practices.

Aisles, passageways, alleyways, entrances or exits to fire protection equipment must remain unobstructed at all times.

The Contractor will use proper barricades and signage while completing tasks.

Scheduling Of Work

Prior to the commencement of any work, the Contractor will confer with the Contract Administrator to assure that the scheduling of activities in conjunction with operations is fully understood.

If the Contractor's employees report to regularly scheduled work, and are denied access or otherwise delayed in their schedule by the Village, the Contractor shall be entitled to compensation. Compensation for delays shall be prorated in 15 minute intervals at a rate of \$100.00 per hour up to a maximum of \$150.00 per incident. If the Contractor's employees are unable to commence the regularly scheduled work due to cancellation by the Village with less than 24 hour notice, the Contractor shall be compensated for the work as though completed.

All work will be scheduled to minimize disturbances to Village operations.

The Contractor will not commence non-routine work in any area until:

1. The proposed work has been previously coordinated with and approved by the Contract Administrator.
2. Any and all required security and safety measures and temporary markings are in place.

Smoke Free Environment

All Village facilities are smoke free except for exterior designated smoking areas. The Contractor and its employees will adhere to the rules and regulations with regard to the Village's smoke free environment.

Storage Space

The Village will provide storage space and common facility utilities to be used in the performance of the services defined in this contract.

The Contractor shall store its supplies, materials and equipment only in the spaces designated by the Contract Administrator.

Janitorial closets and other storage areas will be assigned to the Contractor by the Village and must be kept clean, and are subject to inspection at any and all times.

Off-site staging of supplies and inventories are the responsibility of the Contractor.

All containers of chemicals, solution, etc. must have lid or top properly secured and correctly marked with EPA approved label, including all warnings and antidote requirements. Handwritten, makeshift or unprofessional labels will not be allowed.

The Contractor shall comply with all National Fire Protection Association (NFPA) requirements.

Soiled, oily or wet cleaning rags shall not be stored on Village property.

All storage space surfaces will be disinfected with no detectable streaks, marks, detergent residue, dirt accumulations, or soiling; and storage spaces will be amply stocked with supplies upon completion of cleaning and re-stocking janitorial storage spaces.

Contractor must at all times keep the Contractor's storage areas free from accumulation of waste materials; floors

cleaned and have a fresh applicable finish; mop sinks free of scum and build up; and area must be ready for inspection at all times.

Subcontracting

Contractor will be required to have the Contract Administrator's approval before subcontracting work at any tier.

All sub-contractors of Contractor shall be considered to be, at all times, the sole employees of Contractor, under their sole direction and not an employee or agent of the Village.

Contractor Vehicle

The Contractor will be responsible for monitoring and removing the vehicles of its employees that may be under repair, stalled, or abandoned on Village premises.

All Contractor vehicles must display the company's name and logo on the front doors (both sides) of the vehicles.

Work Site Safety/Security

The Contractor shall at all times guard against damage or loss to the property of the Village, the Contractor's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage.

When applicable, the Contractor shall provide signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all Village, State of Florida, OSHA, and other applicable safety regulations are met.

Contractor shall provide for the prompt removal of all debris from Village property.

The Village may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the Contractor or its agents.

18. Personnel Requirements:

Staffing

Contractor affirms that the staffing utilized in preparing the task pricing herein will effectively achieve the performance standards required by the contract.

The Contract Administrator may request the Contractor to remove any supervisor if it is determined the individual is not performing the services in accordance with the terms and conditions of this contract.

The Contractor will provide a sufficient number of fully trained janitorial workers to accomplish the cleaning functions as outlined in the contract. All employees will have an understanding of the English language to comprehend verbal and signage warnings as to safety and security.

The Contractor's personnel will be in their assigned work area properly equipped and ready to begin work at the beginning of the work shift and will remain in their assigned work area during the entire work shift, exclusive of scheduled breaks.

The Quality Control Manager shall be familiar with the requirements of this contract, be able to make sure all contract specifications are met and have full authority to act for the Contractor at all times to carry out the provisions of this contract.

Quality Control Managers should not perform janitorial tasks.

Relief for Absenteeism and Vacation

The Contractor shall provide relief personnel as necessary to ensure that the level of service is maintained and not compromised.

Uniforms

Contractor's employees will be dressed in a uniform that must meet the approval of the Contract Administrator and is acceptable to the Village.

Uniforms shall consist of a shirt or blouse or smock/vest and long pants or a dress/skirt.

The shirt or blouse will have the Contractor's name printed on the front at a visible position.

All sub-contracted employees shall wear a name tag with their employer's company name on the outside of the upper left chest area of the prime contractor's approved uniform.

The Contractor will ensure every employee wears the appropriate uniform in a professional manner with the shirt tail tucked in at all times while working on the job site. The uniform must meet or exceed all safety related standards such as steel toe shoes or other safety related uniform materials.

Employee Conduct

Contractor's employees will conduct themselves in a safe and orderly manner at all times while on the job site, whether on or off duty. Personal cell phone use is strictly prohibited unless employee is on their official designated break time in their designated break area.

Fighting, being under the influence of alcohol and/or drugs, bringing and/or consuming alcohol and/or drugs, gambling, soliciting, stealing, taking pictures or bringing cameras or other photographic devices anywhere on the property, unless approved in writing by the Contract Administrator, and any immoral or otherwise undesirable conduct will not be permitted on the job site.

The Contractor shall prevent any of its employees from opening, tampering with, using or moving any item of equipment, such as calculators, computers, telephones, storage container, desks, etc. or entering into any area unless required in the performance of the services. Any item moved for the purpose of cleaning shall be put back in place after cleaning.

The Contractor shall establish, implement and maintain procedures and controls to ensure each employee of the Contractor complies with all applicable provisions of the contract and all site rules and practices of the Village.

The Contractor will immediately, after receipt of written notice from the Contract Administrator, remove any employee or other representative of the Contractor from premises who participates in improper or illegal acts, or whose continued presence is, in the opinion of the Contract Administrator, deemed not to be in the best interest of the Village.

Personnel Training

The Contractor will provide environmental health and safety training to ensure compliance with all federal, state, and local laws or regulations. It is imperative that each employee receives proper and adequate training prior to commencement of work. Untrained employees will not be permitted to perform the services specified within the contract. It will be the Contractor's responsibility to maintain evidence that employees are being properly trained. Contractor's employees utilized for project work such as stripping and refinishing floors, and overhead cleaning above eight feet, will receive additional training.

The Contractor, at its own expense, shall provide each of its' employees who will be working on the job site, with the training needed to safely and competently perform the services required by this contract.

The Contractor must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they apply to this service and must be aware of the safety standards concerning materials used. Contractor shall develop and implement procedures to ensure its employees use chemicals in accordance with the instructions of the chemical manufacturers. Contractor shall provide to the Contract Administrator Material Safety Data Sheets (MSDS)/Safety Data Sheets (SDS) for chemicals and cleaning products used.

Contractor employees shall be trained in accident prevention and provide barricades necessary to protect persons or property against injury or damage, and at all times, be responsible for any such damage or injury that occurs as a result of their fault or negligence.

Some tasks may require working with potentially hazardous materials. Contractor is obligated to ensure employees are trained and medically cleared for such work. Contractor is required to assess the need for, and provide its' employees personal protective equipment (PPE) as required.

Contractor may be requested to provide a copy of its' safety-training program any time within the duration of this contract.

Employee Safety Practices

Contractor must take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of fault or negligence of Contractor's employee or sub-contractor.

Contractor shall provide and use adequate barricades and signs to cordon off hazardous work areas and/or to provide sufficient warning prior to, during and after the performance of services. All generally accepted and government required safety practices shall be followed.

Personal Hygiene

Contractor shall ensure that all employees practice good personal hygiene habits

Excessive use of perfumes and/or colognes is discouraged.

All body odor complaints shall be addressed immediately with Contractor's employee by Contractor and documented accordingly. Should an employee receive three (3) documented occurrences, the Contract Administrator may request removal of said employee from the staffing team.

Scavenging

The Contractor shall develop, implement and maintain adequate procedures to ensure that no contract employee(s) scavenge any items from any Village facilities or properties.

19. Cleaning Products, Paper Products and Trash Bags:

Cleaning Products

Product data sheets for chemicals to be used on this project will be submitted to the Contract Administrator for approval prior to commencement of the contract and at any time during the term of the contract when a substitute or new product is intended to be used. The submittal must include the intended use of the chemical.

Hand soap and hand sanitizer products provided must be the proper size and type for the existing dispenser(s).

An additional three (3) day supply is to be stored on-site and available for use by building occupants when required with the exception of the Public Safety Department. The Public Safety Department must have five (5) days of paper product supplies available at all times.

Contractor will use chemicals formulated for long-lasting superlative performance in severe duty environments.

Containers

All chemicals shall be purchased, brought on-site, and stocked in closets in their original containers by the Contractor. The chemicals shall remain in such containers until diluted or mixed for use. All solution bottles and spray bottles shall be safety containers which are safe for handling and their intended use, and they should also be properly labeled.

Labeling

All containers containing delicate or fragile items shall be marked to clearly identify this condition. These markings shall be placed on not less than one side or end of the container.

Material that requires precautionary warnings shall have affixed to all containers such labels or markings as are prescribed and approved by law, regulatory agency, or this contract. The marking or labeling of material containing hazardous or toxic materials, substances, or wastes shall be in accordance with all Federal, State and local laws, ordinances, rules and regulations.

All chemical containers shall bear their original manufacturer's label which includes the name and address of the manufacturer, instructions for use and any pertinent warnings and safety instructions.

All chemical containers must have the manufacturer's quality control batch numbers included on cases or containers.

The Contractor shall develop and implement procedures to insure its employees use chemicals in accordance with the instructions of the chemical manufacturers.

All solution bottles and spray bottles shall be labeled with a label provided by its manufacturer or with a photocopy of the label from the chemical container.

Prohibited Chemicals

Carpet cleaning agents containing chlorinated solvents are prohibited. Carpet cleaning agents containing optical brighteners are prohibited.

Ammonia, laundry bleach, powdered cleanser or any other similar type of chemical without the written permission of the Contract Administrator.

Manufacturer's Instructions

The Contractor shall follow the instructions of the chemical manufacturers in every instance.

Slip Resistance

The Contractor shall verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to hard floors have a (.5) ASTM slip coefficient or better. The Contractor shall immediately post warning signs and report any observed instances of slippery or slick floors to the Village.

Germicidal Properties

The Contractor shall use a germicidal detergent that bears the Environmental Protection Agency Registration Number and kills the MRSA virus.

Chemical Compatibility

Floor finish, floor finish remover, floor seal, spray buff solution, detergent, and seals must always be compatible and/or be by the same manufacturer.

Contractor shall ascertain the appropriateness of all chemicals for their intended use on a surface or material before any actual use.

The Village reserves the right to refuse the use of or direct discontinuance of any product it determines not effective or harmful to surfaces, equipment or personnel. The cost of any damage caused, or corrective maintenance required, deemed to be the result of the use of inferior or inappropriate products will be deducted from Contractor's monthly invoice.

Chemicals – Cost

All chemicals will be purchased and supplied by Contractor as part of the monthly contract price. This includes chemicals used by Village staff to supplement custodial services during the day.

Paper Products and Trash Bags

Product data sheets for paper products and trash bags to be used on this project will be submitted to the Contract Administrator for approval prior to commencement of the contract and at any time during the term of the contract when a substitute or new product is intended to be used. The submittal must include the intended use of the product.

All paper products and trash bags will be purchased and supplied by Contractor as part of the monthly contract price.

Paper products provided must be the proper size and type for the existing dispenser(s).

An additional three (3) day supply is to be stored on-site and available for use by building occupants when required with the exception of the Public Safety Department. The Public Safety Department must have five (5) days of paper product supplies available at all times.

Purchase/utilize only 2-ply toilet tissue.

20. Equipment Specifications and Standards:

Product data sheets for equipment to be used on this project will be submitted to the Contract Administrator for approval prior to commencement of the contract and at any time during the term of the contract when a substitute or new product is intended to be used. The submittal must include the intended use of the equipment. All equipment shall be of equal or better quality than those used by the Village prior to this contract.

Vacuum cleaners utilized for carpet cleaning must also be two motor uprights with high filtration disposable bags and equipped with HEPA filters. All vacuum cleaners must meet carpet manufacturers' recommendations for use. General vacuuming must be done with an upright vacuum.

Back pack type vacuum cleaners utilized for cleaning must also be equipped with HEPA filters. Supplemental vacuum cleaning tasks, litter pick up, crevice cleaning etc. may be done with a backpack vacuum.

Wet/Dry Tank Vacuum Cleaners must also be equipped with HEPA filters.

Pile lifters must also be equipped with HEPA filters. Pile lifters are to be used in conjunction with carpet cleaning procedures and vacuuming procedures.

Hot water extraction machines must also be equipped with HEPA filters and comply with carpet manufacturer recommended cleaning methods. They must also be available for use in removing water caused by leaks or spills.

All equipment provided by the contractor will be new or like-new when the project begins.

Contractor will be responsible for warranty and maintenance on the equipment used to perform required services.

Contractor shall furnish all tools and equipment necessary for complete performance of this contract.

Contractor's equipment will include, but not be limited to: safety signs, vacuum cleaners, pile lifters, floor machines for surfacing hard floors, wet-dry tank vacuum cleaners, scrubbers, buffers, portable extractors, pressure washers, sweepers, mop buckets, wringers, mops, brooms, and brushes. Battery holding trays will be installed in all battery-powered equipment.

The Village reserves the right to refuse the use of any tools or equipment it deems ineffective or harmful to surfaces and fixtures. The cost of any damage caused by defective or inferior tools and equipment or by the use of such defective or inferior tools and equipment will be deducted from the Contractor's monthly invoice.

General cleaning janitorial personnel shall be equipped with janitorial carts. The style of cart must be approved by the Contract Administrator and kept neatly stocked at all times. The cart shall also have a receptacle for accepting the residue of waste cans, cigarette urns, ashtrays and other litter or debris.

Contractor shall ensure that all tools, equipment and supplies used by its employees shall be used in accordance with the manufacturer's instructions and good safety practices.

All tools, equipment and supplies used by the Contractor in the performance of the services shall meet the local, state and federal safety requirements. All electrical equipment must operate at full rate performance levels using existing building electrical circuits.

Contractor shall develop and implement adequate procedures and control to ensure that all tools, equipment and supplies remain at all times in good, clean condition.

The Village reserves the right to request the replacement of equipment based on appearance, cleaning ability, age, and type. The Contract Administrator will review the condition of equipment semi-annually and recommend replacements as necessary. If the equipment is found to be unsafe or not in good working condition, the Village has

the right to direct the Contractor to remove it from service and to repair or replace it promptly. However; if the equipment is not repaired or replaced within two (2) business days, the Contractor may be required to rent equipment, at their own expense, in order to meet the service requirements of this contract.

Equipment and tools will be used in manners that will not scar or mark walls or other surfaces. Larger equipment and tools will be equipped with non-marking rubber, vinyl, or plastic tips on the ends of the handles to prevent marking or scarring of walls. All wheeled and moveable equipment will be equipped with protective non-marking bumpers or guards around the entire perimeter of the equipment to prevent damaging the building structure or other objects. Bumpers or guards will be properly maintained. Equipment with improper bumpers or guards will be immediately removed.

The Contractor shall maintain adequate quantities of backup equipment and tools to insure that the minimum quantities are available and in safe and proper operating condition at all times during the performance of the service.

Electrical equipment will be equipped with a non-marking, 3-conductor, grounded plug electrical cord. All electrical machinery shall have ground fault protection devices attached at all times. All electrical equipment will be rated to operate on normal 120V-20AMP circuits, unless otherwise approved by the Contract Administrator. Should voltage and amperage requirements for equipment not be available at the work site, the Contractor is responsible for providing such at its own expense.

Appropriate equipment, including any required additional safety equipment such as floor signs, temporary barricades and stanchions may be made available on-site when needed.

When applicable, protective equipment will be removed from public areas when not in use or not required. Equipment will be properly maintained and secured when not in use or not required. Carts, trash brutes, brooms, brushes, pans, and mops will not be left out in hallways or public areas unattended. All equipment will be cleaned on a consistent schedule.

21. **Contractor Quality Control:**

The Contractor will develop and maintain a quality control program to ensure the requirements of the contract are provided as specified. The Contractor's program, at a minimum, will include a description of how each of the work standards specified will be accomplished.

The Contractor's program must describe specific monitoring techniques for all contract services. The quality control program must also describe an inspection system that covers all the services stated in the work schedule. It must specify areas to be inspected on either a scheduled or non-scheduled basis, how often inspections will be performed, or the position of the individual(s) who will perform each inspection. The program must include a method of identifying and correcting deficiencies in the quality of services before the service becomes unacceptable.

The program should include, but not be limited to the following:

1. A method of identifying deficiencies in the quality of services performed before the level of performance is unacceptable.
2. Contractor shall have a plan in place to periodically conduct field audits of all personnel to maintain quality standards.
3. An inspection system covering all the services required in this document must be provided.

All questions concerning the quality acceptability of materials used, the work performed, the manner of performance, and progress being made in meeting specification requirements shall be determined by the Contract Administrator.

The Contract Administrator will generally communicate daily work requests or daily deficiency reports to the Contractor via e-mail.

Each phase of the janitorial services rendered under this contract is subject to inspection, both during and after completion of work.

The Village's quality control (inspections/evaluations) is not a substitute for adequate and consistent quality control (manpower supervision/ control / resource management) by the Contractor.

The Contractor's supervisory personnel will make themselves available on any given day for an inspection tour of the premises.

The Contract Administrator will schedule meetings, as needed, to include the Contractor's Project Manager and/or supervisors, for sharing weekly and/or monthly reports, problem resolutions and a facility tour.

Facility inspections will be made to compare Contractor's performance to contract specifications and procedures. The methods of inspecting may include:

1. Random Sampling.
2. 100% Inspection.
3. Unscheduled Inspection.
4. Inspections in response to customer complaints.

The Village is not restricted to any certain type of inspection. The Contract Administrator may adopt or change inspection method(s), quality control procedures, and increase or decrease the degree of inspection based upon contract modifications, lessons learned, technological changes, inspection documentation and changes to Contractor's

quality control system.

Performance of a listed service will be accepted when the Contractor's work meets contract provisions, standards, and specifications.

Notwithstanding inspection and acceptance by the Contract Administrator or any provision concerning the conclusiveness thereof, the Contractor by entering into this contract, warrants that all services performed under the contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. The Contract Administrator will give notice of any defect or nonconformity to the Contractor. This notice will state that the Contractor will correct or re-perform any defective or nonconforming services.

If the Contractor is required to correct or re-perform work, it will be at no cost to the Village, and any services corrected or re-performed by the Contractor will be subject to the provisions contained herein to the same extent as work initially performed. Corrected or re-performed work will not result in a corrected/adjusted score on the inspection conducted.

A Contractor's performance will be deemed not to meet contract provisions when such is not performed in accordance with approved work schedules, tasks are not performed in accordance with standards or specification, routines are not performed within the allowed time frame or work is not completed in its entirety. Under such conditions, the Contractor's performance will be considered to be defective and work will be rejected.

The rights and remedies of the Village, as described herein, are in addition to all other rights and remedies contained in the contract or which are otherwise available to the Village as a matter of law.

Without limiting any other Village remedy, the Village, through its Contract Administrator, shall have the right to require Contractor to re-perform work not performed to its satisfaction at no increase in the contract amount. Contractor will not be relieved of full performance of the work and may be terminated for cause based upon inadequate performance.

When defects in service may not be or are not corrected by performing the service again, the Contract Administrator may require the Contractor to take the necessary action to ensure that future performance conforms to contract requirements and reduce the monthly payment to reflect the reduced value of the services performed, as determined by the Contract Administrator.

If any of the information provided in this section contradicts the care and maintenance instructions provided by a product manufacturer, Village will provide the Contractor direction on which specification to follow.



**Village of North Palm Beach
Janitorial Service Contract Compliance Report**

FACILITY: _____

INSPECTION DATE: _____

PREVIOUS RATING: _____

INSPECTION RATING: _____

VNPB STAFF: _____

	Facility Components	Also Known As	Number of Noted Issues	Rating
1	Arrival/Public Access Areas	_____	_____	<input type="text"/>
2	Interior Public/Service Areas	_____	_____	<input type="text"/>
3	Employee/ Group Work Areas	_____	_____	<input type="text"/>
4	Administrative/Private Offices	_____	_____	<input type="text"/>
5	Employee/Joint Use Areas	_____	_____	<input type="text"/>
6	Support/Service Areas	_____	_____	<input type="text"/>
7	Specialty Areas	_____	_____	<input type="text"/>
8	Rest Rooms	_____	_____	<input type="text"/>
9	Carpet Floors	_____	_____	<input type="text"/>
10	Hard Floors	_____	_____	<input type="text"/>
11	Administrative Duties	_____	_____	<input type="text"/>
			Average Rating:	<input type="text"/>

COMMENTS:



Village of North Palm Beach Janitorial Service Contract Compliance Report Rating Scale

- A numerical rating of 5.0 signifies the condition of the space is fully in compliance with the performance standards.
- A numerical rating of 4.75 signifies the space has 1 discrepancy.
- A numerical rating of 4.50 signifies the space has 2 discrepancies.
- A numerical rating of 4.25 signifies the space has 3 discrepancies.
- A numerical rating of 4.00 signifies the space has 4 discrepancies.
- A numerical rating of 3.67 signifies the space has 5 discrepancies.
- A numerical rating of 3.33 signifies the space has 6 discrepancies.
- A numerical rating of 3.00 signifies the space has 7 discrepancies.
- A numerical rating of 2.00 signifies the space has 8 or more discrepancies identified as not meeting the performance standards and requires immediate significant additional effort by the Contractor to bring the area into compliance. This rating requires an immediate written notice to Contractor that improvement is required within five (5) service days of the date of the notice.
- A numerical rating of 1.00 signifies the space has continued to receive 8 or more discrepancies identified as not meeting the performance standards and has not been brought into compliance despite a previous written notification. This rating requires a second immediate written notice to Contractor that improvement is required within five (5) service days of the date of the second notice.
- A numerical rating of 0.00 signifies the space has continued to receive 8 or more discrepancies identified as not meeting the performance standards and has not been brought into compliance despite two (2) previous written notifications. This rating requires a third written notice to Contractor that the Village will be using other resources to correct the discrepancies and the cost of those other resources will be deducted from Contractor's monthly payment.

PROPOSER'S ACKNOWLEDGMENT AND PROPOSAL FORM

Request for Proposals for Municipal Facilities Janitorial Services

Proposer's Name: _____
(Please specify if a corporation, partnership, other entity or individual)

Fed. ID# or SSN: _____

Address: _____

Telephone No.: _____ Fax Number: _____

E-Mail: _____

Contact representative: _____

The undersigned authorized representative of the Proposer agrees to all terms and conditions stated in the RFP, and proposes and agrees that if this proposal is accepted by the Village, the Proposer will enter into the standard Village contract to provide the services as stated in this proposal and in accordance with all terms and conditions of this RFP and the pricing set forth below.

Authorized Representative's Signature

Date

Name:

Position:

Section One:

In accordance with the terms and conditions stated in the Request for Proposal (RFP) requesting all goods and services for Municipal Facilities Janitorial Services, the undersigned proposes the following to the Village of North Palm Beach:

_____ (proposer's legal name) certifies that it is licensed to perform the requested services in the State of Florida and Palm Beach County. Applicable License number(s): _____.

Proposer agrees to provide the required services stated in the RFP for an amount not to exceed the following sum on an annual basis:

Written Dollar Amount

(\$ _____)

Section Two:

For budget purposes and in the event the Village removes a facility from the Scope of Services, the Village is requiring a breakdown of the service fees for each of the Village facilities enumerated therein (the total cost for all facilities should match the cost indicated in Section One – in the event of a conflict, the total cost indicated in Section One shall control):

- 1. Village Hall \$ _____
- 2. Library \$ _____
- 3. Anchorage Park Activities Building \$ _____
- 4. Anchorage Park Restrooms \$ _____
- 5. Public Works Complex \$ _____
- 6. Osborne Park \$ _____
- 7. Community Center \$ _____
- 8. Community Center Restrooms \$ _____
- 9. Community Center NW Restrooms \$ _____
- 10. Public Safety Complex \$ _____
- 11. Community Development \$ _____
- 12. Country Club (Tennis Center) \$ _____
- 13. Country Club (Golf Shop, Offices, Locker Rms, Emp. Lounge) \$ _____
- 14. Country Club Pool Area \$ _____
- 15. Country Club (2nd Fl Admin, Offices, Lobby, Restrooms, Conference Rm) \$ _____
- 16. Country Club (2nd Fl Loggia, Circle Entry, Stairs, Passenger Elevator) \$ _____
- 17. Country Club (1st Fl, Elevator Landing, Outside Golf Shop Landing to West Door) \$ _____

Section Three:

For budget purposes and in the event the Village removes or adds an additional service, the Village is requiring a breakdown of the service fees listed below. Costs are to be written per one (1) service:

Village Hall

- 18. Hot Water Extraction Carpet Cleaning \$ _____
- 19. Cleaning Exterior Windows \$ _____
- 20. Water Extraction Carpet Cleaning \$ _____
- 21. Stripping/Sealing/Refinishing hard floor \$ _____
- 22. Clean Exterior windows \$ _____

Anchorage Park

- 23. Stripping/Sealing/Refinishing hard floor \$ _____

Community Development

- 24. Machine Scrubbing hard floor \$ _____

Community Center

- 25. Machine Scrubbing hard floor \$ _____
- 26. Grout Cleaning Tile Floor \$ _____
- 27. Clean Exterior Windows \$ _____

Osborne Park

28. Stripping/Sealing/Refinishing hard floor \$ _____

Public Safety

29. Hot Water Extraction Carpet Cleaning \$ _____

30. Grout Tile Floor \$ _____

31. Stripping/Sealing/Refinishing Hard Floor \$ _____

32. Clean Exterior Windows \$ _____

Public Works

33. Hot Water Extraction Carpet Cleaning \$ _____

34. Grout Cleaning Tile Floor \$ _____

35. Stripping/Sealing/Refinishing Hard Floor \$ _____

36. Clean exterior Windows \$ _____

Tennis Pro Shop

37. Hot Water Extraction Carpet Cleaning \$ _____

38. Grout Cleaning Tile Floor \$ _____

39. Stripping/Sealing/Refinishing Hard Floor \$ _____

Country Club Locker Rooms

40. Grout Cleaning Tile Floor \$ _____

Golf Pro-Shop

41. Hot Water Extraction Carpet Cleaning \$ _____

42. Grout Cleaning Tile Floor \$ _____

43. Clean Exterior Windows and Glass Doors \$ _____

Country Club Admin Offices (2nd Floor)

44. Hot Water Extraction Carpet Cleaning \$ _____

45. Grout Cleaning Tile Floor \$ _____

46. Clean Exterior Windows and Glass Doors \$ _____

Country Club Pool Locker Rooms

47. Grout Cleaning Tile Floor \$ _____

Additional Services to be performed upon request:

1. Hot Water Extraction Carpet Cleaning:
\$ _____ per square foot or minimum charge of \$ _____

2. Grout Cleaning Tile Floor:
\$ _____ per square foot or minimum charge of \$ _____

3. Machine Scrubbing Hard Floor:
\$ _____ per square foot or minimum charge of \$ _____

4. Stripping/Sealing/Refinishing Hard Floor:
\$ _____ per square foot or minimum charge of \$ _____

5. Clean Exterior Windows (First Floor):
\$ _____ per square foot or minimum charge of \$ _____

6. Porter Service (Per Porter) (Special Events):
\$ _____ per hour or minimum charge of \$ _____

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids or proposals which are equal with respect to price, quality, and service are received by any political subdivision for the procurement of commodities or contractual services, a bid or proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid or proposal 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 on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Proposer's Signature

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

1. This sworn statement is submitted to the Village of North Palm Beach, 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: _____)

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 or 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 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:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control 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 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 of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

The foregoing document was sworn and subscribed before me this _____ day of _____, 2017 by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

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

This sworn statement is submitted to the Village of North Palm Beach, 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: _____)

1. I hereby certify that the above-named entity:
 - A. Does not participate in the boycott of Israel; and
 - B. Is not on the Scrutinized Companies that Boycott Israel List.

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

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

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

(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 2023 by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

CONTRACT

This Contract is made as of the _____ day of _____, 2023, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and _____, a _____ corporation or partnership authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is _____.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the CONTRACTOR shall provide to the VILLAGE all goods and services requested under the Request for Proposals for **Municipal Facility Janitorial Services for the Village of North Palm Beach** (“RFP”) and as further stated in CONTRACTOR’s Proposal and pursuant to the terms and conditions of this Contract.

ARTICLE 1. SERVICES OF THE CONTRACTOR.

The CONTRACTOR shall provide all goods and services as stated in the Proposal Documents and the Scope of Work referenced therein, which are incorporated herein by reference, in accordance with the CONTRACTOR’s Proposal to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the Work is provided.

ARTICLE 2. TERM/COMMENCEMENT DATE

This agreement shall become effective January 1, 2024 and shall remain in effect for a period of twenty-one (21) months through September 30, 2025, unless earlier terminated in accordance with Article 8. This Contract shall automatically renew for three (3) additional (1) year periods upon the same terms and conditions contained herein unless either party provides the other party with ninety (90) days’ written notice of its intent not to renew prior to the expiration of the initial term or renewal term. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.

ARTICLE 3. VILLAGE’S REPRESENTATIVE.

Unless otherwise specified by the VILLAGE, the VILLAGE’s representative shall be the Village Public Works Director.

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT.

A. Generally - The VILLAGE agrees to compensate the CONTRACTOR in accordance with the Proposal submitted by the CONTRACTOR. CONTRACTOR’S Proposal is incorporated herein by reference. The total and cumulative amount of this contract shall not exceed the amount of funds budgeted for these services nor shall said fees exceed the amounts as set forth in the Proposal.

B. Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be

reviewed and approved by the VILLAGE'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the VILLAGE in advance for each payment period. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.

ARTICLE 5. INDEMNIFICATION.

A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. The CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or the CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

ARTICLE 6. PERSONNEL.

A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.

B. All of the Work required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Work.

C. All of the CONTRACTOR's personnel (and all sub-contractors) while on VILLAGE premises, will comply with all VILLAGE requirements governing conduct, safety, and security.

ARTICLE 7. INSURANCE

A. Prior to execution of this Contract by the VILLAGE the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material

change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the VILLAGE'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

B. The CONTRACTOR shall maintain, during the life of this Contract, Commercial General Liability, including Professional Liability Errors and Omissions insurance in the amount of \$1,000,000.00 in aggregate to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

C. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the VILLAGE.

E. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the VILLAGE OF NORTH PALM BEACH as an "Additional Insured".

ARTICLE 8. TERMINATION

This Contract may be cancelled by the CONTRACTOR upon thirty (30) days' prior written notice to the VILLAGE'S representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the VILLAGE'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the VILLAGE.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9. SUCCESSORS AND ASSIGNS

The VILLAGE and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the VILLAGE nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and the CONTRACTOR.

ARTICLE 10. REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 11. EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the VILLAGE shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractor's fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the VILLAGE'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP

A. The CONTRACTOR is, and shall be, in the performance of all work, services and/or activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the work, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees, agents, or servants to the

VILLAGE shall be that of an Independent Contractor and not as employees or agents of the VILLAGE.

B. The CONTRACTOR does not have the power or authority to bind the VILLAGE in any promise, agreement or representation other than as specifically provided for in this agreement.

ARTICLE 13. NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 14. ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 15. AUTHORITY TO CONDUCT BUSINESS

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the VILLAGE'S representative upon request.

ARTICLE 16. SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 17. PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

ARTICLE 18. MODIFICATIONS OF WORK

A. The VILLAGE reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the VILLAGE’S notification of a contemplated change, the CONTRACTOR shall, in writing, provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. If the VILLAGE elects to make the change, the VILLAGE shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the VILLAGE.

C. Changes in the Scope of Work relating solely to changes in square footage necessitated by construction activities at the Country Club shall be based on the pricing indicated in the CONTRACTOR’S Proposal and shall be evidenced by a Letter of Understanding signed by the VILLAGE Manager and the CONTRACTOR’S representative without the need to formally amend this Contract.

ARTICLE 19. NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the VILLAGE shall be mailed to:

Village of North Palm Beach
501 U.S. Highway One
North Palm Beach, Florida 33408
Attention: Andrew Lukasik

and if sent to the CONTRACTOR shall be mailed to:

ARTICLE 20. ENTIRETY OF CONTRACTUAL AGREEMENT

The VILLAGE and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 18- Modifications of Work.

ARTICLE 21. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect the VILLAGE’S property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to

errors caused by the VILLAGE or employees of the VILLAGE, the CONTRACTOR shall provide any necessary materials to maintain such protection.

ARTICLE 22. WAIVER

Failure of the VILLAGE to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of VILLAGE'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 23. PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 24. MATERIALITY

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and VILLAGE may at its option and without notice terminate this Contract.

ARTICLE 25. CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract incorporates the terms of the Request for Proposals issued by the VILLAGE and the Proposal Response submitted by CONTRACTOR, and CONTRACTOR agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that a conflict exists between this Contract and the remaining documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 26. DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- A. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to material men, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the VILLAGE which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
- B. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or

- C. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

CONTRACTOR shall provide written notice to the VILLAGE of the occurrence of any event of default within ten (10) days of CONTRACTOR's receipt of notice of any such default.

ARTICLE 27. AUDITS

If applicable, the Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. The Commission, the State of Florida, United States Department of Energy or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion.

ARTICLE 28. INSPECTOR GENERAL

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

ARTICLE 29. WAIVER OF SUBROGATION.

CONTRACTOR hereby waives any and all rights to Subrogation against the VILLAGE, its officers, employees, and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 30. E-VERIFY

Pursuant to Section 448.095(5), Florida Statutes, CONTRACTOR shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;
- B. Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(f), Florida Statutes;
- C. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to the VILLAGE upon request;
- D. Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited), shall be grounds for termination of this Contract;
- F. Be aware that a violation of Section 448.095(5) by a subcontractor, and not CONTRACTOR, shall be grounds for the VILLAGE to order CONTRACTOR immediately terminate the contract with the subcontractor; and
- G. Be aware that if the VILLAGE terminates this Contract under Section 448.095(5)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Contract.

ARTICLE 31. PUBLIC RECORDS.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

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

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.

D. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

ARTICLE 32. LEGAL EFFECT

This Contract shall not become binding and effective until approved by the VILLAGE Council of the VILLAGE of North Palm Beach its designated representative.

ARTICLE 33. REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR represents that the person executing this Agreement has the power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

CONTRACTOR:

BY: _____

Print Name: _____

Title: _____

VILLAGE OF NORTH PALM BEACH

BY: _____

CHUCK HUFF
MAYOR

ATTEST:

BY: _____
JESSICA GREEN,
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY