



Village of Tequesta Community Center

REQUEST FOR PROPOSALS Janitorial – Custodial Services

RFP- PARKS 07-22-0-2022

RFP SUBMISSION DATE: AUGUST 18, 2022 AT 3:00 P.M.

INSTRUCTIONS TO PROPOSERS

I. OBJECTIVE

The Village of Tequesta is seeking written proposals from qualified Proposers to provide Janitorial/Custodial Services at the Village Community Center, located at 399 Seabrook Road Tequesta Florida 33469. The initial term of the Agreement is for a period of three years, with the option to extend the agreement for two additional one (1) year terms at the same terms, conditions and pricing as the original term, and upon the successful demonstration, in the sole determination of the Village, of exemplary contract performance.

This RFP describes the required scope of services and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements may be cause for disqualification.

2. GENERAL INFORMATION

The Village of Tequesta desires to contract for Janitorial/Custodial Services at the Village Community Center. The areas requiring janitorial/custodial services are listed in Exhibit A - Service Areas.

It is the intent of the Village of Tequesta to award a Professional Services Agreement to the Proposer selected in the best interest of the Village based on RFP criteria. The Village of Tequesta shall preserve the right to reject any proposal for noncompliance with RFP requirements and provisions, or to not award an agreement because of unforeseen

circumstances or if it is determined to be in the best interest of the Village. This contract, if any, will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. The lowest cost Proposer is not necessarily the Proposer that will be awarded the contract.

There is a mandatory Pre-Bid meeting scheduled prior to the proposal due date. Failure to attend the Pre-Bid meeting shall result in a disqualification of the Proposer. The Pre-bid meeting will on August 5, 2022 at 10:00am. The meeting will be at the Community Center, located at 399 Seabrook Road Tequesta Florida 33469.

The Village of Tequesta reserves the right to utilize other or additional contractors if deemed necessary to deliver the highest quality of services.

The successful Proposers will furnish all necessary materials, equipment, labor and incidentals to perform Janitorial/Custodial Services at the Village of Tequesta Community Center, located at 399 Seabrook Road Tequesta Florida, 33469. Janitorial/Custodial Services are specified in Exhibit A - Service Areas and Exhibit B – Cleaning Details of this RFP. Proposers shall have adequate shop and storage facilities within reasonable distance of the Village limits, with staff, material and equipment necessary to perform all Janitorial/Custodial Services.

The successful Proposer shall maintain the Village of Tequesta Community Center to the highest professional standards.

The Village's preference is for the Proposer to have the ability to perform all required services. However, if a Proposer intends to utilize a subcontractor for a portion of the required services, the Proposer is ultimately responsible to the Village for the performance of the work, including but not limited to, billing, reporting, scheduling, delivery, work quality and warranty. Any subcontractors to be used must be disclosed as part of the RFP response (including references) and approved by the Village in advance.

The Contractor shall be insured in the State of Florida and may submit any relevant certificates to perform the services included in this RFP.

3. TENTATIVE SCHEDULE

- RFP Release Date: July 25, 2022
- Mandatory Pre-Bid Meeting Date: August 5, 2022 , 10:00am
- Deadline to submit questions: August 11, 2022, 3:00pm Deadline
- Proposals Due: August 18, 2022 3:00 P.M. Deadline:
- Review and Evaluation of Proposals: August 22, 2022 at 10:00am

4. PROPOSAL REQUIREMENTS

Proposals must include completion of the following:

EXHIBITS

- Exhibit A – Service Areas
- Exhibit B – Scope of Work
- Exhibit C – Proposer’s Statement of Qualifications Form
- Exhibit D – Cost Proposal Form
- Exhibit E – Professional Services Agreement Template
- Exhibit F – Conflict of Interest Disclosure Form
- Exhibit G – Confirmation of Drug-Free Work Place
- Exhibit H – Village Clerks Office ADA Compliance Statement
- Exhibit I – E-Verify Affidavit
- Exhibit J – Offeror’s Acknowledgment
- Exhibit K – Acknowledgement of Addenda
- Exhibit L – Notification of Public Records
- Exhibit M – Notice of Public Entity Crimes Law
- Exhibit N – Proposal Checklist

Proposers are hereby notified that all information submitted in response to this RFP is exempt from public disclosure pursuant to the provisions of Section 119.071(1), Florida Statutes, and Section 24(a) Art. I of the Florida Constitution. After such exemptions expire, proposals will be available for public inspection, in compliance with Chapter 119 Florida Statutes.

5. EVALUATION CRITERIA AND SELECTION PROCESS

It is the Village’s intent to select the Proposer with the best combination of qualifications and cost proposal based on the following selection criteria.

Criteria	Weight
Cost Proposal	30
Experience of Key Personal	25
Relevant Work Experience	20
Location of Shop and Storage Facilities	10
Completeness of the Proposal	10
Customer References	5
Total	100 Points

A Village appointed selection committee will rank the proposals based upon the materials submitted by the Proposers and will make a recommendation to the Village Council. The Village retains the sole discretion to determine issues of compliance and to determine whether a Proposer is responsive and responsible.

These RFP procedures prohibit the practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful considerations, and prohibit Village employees from participating in the selection process when such employees have a relationship with a person or business entity seeking an agreement under this RFP that

would create a conflict of interest.

A cone of silence shall be effective and applicable to this RFP from the date the RFP is first advertised until such time as an Agreement is entered into or the RFP process is otherwise terminated by the Village. During the effective period of the cone of silence, any Proposer that submits a proposal shall refrain from having any communication with Village Council or Selection Committee members relative to the RFP. Proposers that violate the cone of silence shall be subject to automatic disqualification from consideration.

6. SUBMISSION DEADLINE AND REQUIREMENTS

Proposals will only be accepted electronically via E-bidding through DemandStar, at www.demandstar.com. Proposals are to be submitted to the Village through the DemandStar website on or before , August 18, 2022 at 3:00p.m. Proposals received after the stated deadline shall not be accepted.

Other Requirements:

1. The proposal shall be signed by an authorized official of your firm.
2. The proposal shall be valid for a minimum of 90 days.
3. The Village of Tequesta reserves the right to reject any or all proposals, to modify the RFP, or to cancel the RFP.

7. QUESTIONS AND AMENDMENTS

Questions about this RFP should be submitted by email to Jeffery Snyder, Finance Director at Jsnyder@tequesta.org. Deadline to submit questions is, August 11,2022 by 3:00 P.M. Responses to all questions will be posted by Jeffery Synder to the DemandStar website, www.DemandStar.com and the Village Website www.tequesta.org.

Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any amendment issued by the Village, or in any response to a question as provided by the Village on its website. Where there appears to be a conflict between this RFP and any amendment or any response to a question, the latest document issued shall prevail.

8. VILLAGE RIGHTS TO CANCEL RFP, AND TO INSPECT PROPOSER FACILITIES

The Village reserves the right to accept or to reject any and/or all proposals in whole or in part, with or without cause; and to waive any informalities and technicalities and to make final determinations on whether a proposal is deemed complete for evaluation and ranking purposes, or to cancel the RFP and re-advertise in the future.

The act of evaluating and ranking submittals by the Village shall not be considered an assurance or guarantee that the Village will subsequently accept, consider or enter into any Agreement with any Proposer. The Village, at all times, reserves the right in its sole and absolute discretion, to cancel and terminate the RFP process.

The Village reserves the right to inspect any all facilities of any and all Proposers in order to complete its evaluation and ranking process.

9. EXPECTATIONS

- A.** Custodial Contractor shall develop and issue written cleaning procedures to each employee assigned to the Community Center on a regular or substitute basis. These instructions shall be in accordance with the cleaning specifications set forth in this Request for Proposals.
- B.** Repeated omissions relating to the non-cleaning of designated areas, building lights left on after hours, and breaches of building security will not be tolerated and shall be deemed a material breach of this agreement and may result in the termination of this agreement by the Village.
- C.** Custodial Contractor shall provide assurance that all property of the Village of Tequesta, Village employees and visitors, shall be intact and secure upon Contractor's completion of the daily work contemplated under this agreement. Repair or replacement claims submitted to the Custodial Contractor by the Village, on behalf of the Village, Village employees, or visitors, shall be promptly settled by the Custodial Contractor upon notification of a claim.
- D.** Custodial Contractor shall follow up and resolve any cleaning complaint within twenty-four (24) hours after the complaint has been registered. If the complaint cannot be resolved within the prescribed allotted time, an explanation shall be given to the Village within the allotted time. This policy also applies to any theft problems involving Custodial Contractor, either directly or indirectly.
- E.** Custodial Contractor shall provide, at its own expense, all cleaning supplies and equipment. All motorized equipment shall be new and equipped with Hepa filters and receive regular service and replacement. The Village, at its expense, shall provide consumable supplies, including paper towels, toilet tissue, wastebasket liners, trash liners, hand soap, etc. No building contractor or employee, other than Custodial Contractor's employees, shall be permitted to use Custodial equipment without permission from a Custodial representative.
- F.** The Village will provide storage areas for necessary equipment and materials. However, the Custodial Contractor shall maintain an adequate inventory of pre-approved cleaning supplies, needed to support all staff assigned to the Community Center. Storage areas shall be capable of being locked with limited access.
- G.** Live plant maintenance shall not be the responsibility of Custodial Contractor

and is not included in the cleaning specifications.

- H. The Village of Tequesta shall provide phone and email contact information for the purpose of communicating any and all concerns to and from the Village of Tequesta Community Center. The Custodial Contractor shall be required to communicate via phone or email, as needed, any cleaning, maintenance, inventory, and emergency issues as soon as possible with the Village of Tequesta.

10. PERSONNEL

- A. The Contractor shall recruit, hire, train, compensate, supervise, discipline and, if necessary, terminate all employees necessary to provide the proposed service to a satisfactory level. Employees shall at all times be employed by the Contractor and shall not be classified as employees of the Village of Tequesta.
- B. The Contractor shall comply with all applicable state and federal employment laws, including, but not limited to, the federal Fair Labor Standards Act and state and federal minimum wage and child labor laws.
- C. The Contractor shall provide the Village with a list of the names of all cleaning personnel assigned to the Village, and shall provide timely, written notification of any changes in personnel assigned to the Village. In the event the Village of Tequesta determines a Custodial employee is unsatisfactory, the Contractor shall remove the employee from this contract.
- D. Security of the Village of Tequesta buildings and their contents is of optimum importance. The Custodial Contractor shall provide a background and security screening for all employees assigned to this location. Custodial Contractor shall supply evidence of background and security screening procedures and criteria for acceptance and/or rejection of potential or current employees of Custodial Contractor.
- E. The Contractor shall establish a policy of no smoking by its employees during actual working hours; prohibit the use of any Village-owned devices and equipment such as telephones, computers and photocopiers. Contractor shall strictly prohibit employees from providing access to Village buildings to individuals who are not employees of either the Contractor or the Village of Tequesta and from using keys provided to the Contractor to gain access to any Village facility at any time other than the employee's assigned shift.
- F. All of the Contractor's employees shall wear shirts with a label denoting their Company name at all times while working in the Village's facilities. The Custodial Contractor shall provide all necessary shirts, at the Custodial Contractor's expense, to fulfill this requirement. Photo I.D.'s shall also be

worn by all Contract Employees.

- G.** The Contractor shall provide all legally required worker's compensation and liability insurance for employees assigned to Village facilities. At no time shall the Village of Tequesta compensation or liability insurance provide coverage for the injury or conduct of the Contractor's employees.
- H.** The Contractor must demonstrate that it has agreed not to discriminate in hiring practices on the basis of race, color, creed, religion, national origin, sex, age, marital status, public assistance status, veteran status, disability, or sexual orientation.

11. SUBCONTRACTORS

The Village's preference is for the successful Proposer to have the ability to perform all required services. However, work may be subcontracted provided the following requirements are met. The Contractor shall not subcontract any portion of the services provided for herein without prior written approval of the Village. Where written approval is granted by the Village, the Contractor shall supervise all work subcontracted by the Contractor and shall be responsible for all work performed by a subcontractor as if the Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve the Contractor from any of its obligations under the Agreement resulting from this RFP with respect to such Services. The Contractor is obligated to ensure that any and all subcontractors performing any Services shall be fully insured in all respects and to the same extent as set forth in the Agreement resulting from this RFP.

The Village reserves the right to disapprove the use of any Subcontractor and to review the qualifications of any Subcontractor when necessary to protect the rights, liabilities, and interests of the Village. The Contractor shall have full responsibility for the correction of any work performed by the Subcontractor found to be faulty whether or not the Village has conducted a review of the Subcontractor's qualifications for performance of such work. The charges for subcontracted services to the Village shall be the amount of the subcontractor's invoice for services performed, or the contract price, whichever is less. There shall be no mark-up of the Subcontractor's billing by the Contractor. The coordination and management of work by the Subcontractor shall be performed by the Contractor and be included in the base bid for the contract.

12. INSURANCE

The successful Proposer shall be required to maintain and provide proof of insurance in the following categories and amounts:

- A.** Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). The Contractor shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be

received by the Village at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the Village, its officers, agents, employees, and volunteers for losses arising from work performed by the Contractor for Village.

- B.** General Liability Coverage. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- C.** Automobile Liability Coverage. The Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- D.** Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of Florida, or which is approved in writing by Village, and shall list the Village of Tequesta as additionally insured. Contractor also agrees to require all contractors, and subcontractors to do likewise.
- E.** Proof of Insurance. Insurance certificates evidencing that the above insurance is in force with companies acceptable to the Village and in the amounts required shall be submitted to the Village for examination and approval prior to the execution of an Agreement resulting from this RFP, after which they shall be filed with the Village. The insurance certificate shall name the Village as an additional insured and specifically provide that a certificate shall not be modified, canceled or non-renewed except upon 30 days prior written notice to the Village. Neither the Village's failure to require or insist upon certificates of other evidence of insurance showing a variance from the specified coverage changes Contractor's responsibility to comply with the insurance specifications.

13. NONDISCRIMINATION

Contractors doing business with the Village of Tequesta are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to, but not limited to, employment practices, rates of pay or other compensation methods and training selection.

EXHIBIT "A" – SERVICE AREAS

The following is list of areas requiring Janitorial/Custodial Services

<i>Location</i>	<i>Summer Months June 1 –August 15 Days Per Week</i>	<i>Regular Season August 16-May 31 Days Per Week</i>	<i>Number of Rooms</i>
<i>Entry Lobby</i>	<i>5- Days Per Week Monday - Friday</i>	<i>3- Days per Week Monday, Wednesday, Friday</i>	<i>1</i>
<i>Game Room</i>	<i>5- Days Per Week Monday - Friday</i>	<i>3- Days per Week Monday ,Wednesday, Friday</i>	<i>1</i>
<i>Gymnasium</i>	<i>5- Days Per Week Monday - Friday</i>	<i>3- Days per Week Monday, Wednesday, Friday</i>	<i>1</i>
<i>Hallway Corridor</i>	<i>5- Days Per Week Monday - Friday</i>	<i>3- Days per Week Monday, Wednesday, Friday</i>	<i>1</i>
<i>Interior Bathrooms</i>	<i>5- Days Per Week Monday - Friday</i>	<i>3- Days per Week Monday, Wednesday, Friday</i>	<i>4</i>
<i>Exterior Bathrooms</i>	<i>5- Days Per Week Monday - Friday</i>	<i>3- Days per Week Monday, Wednesday, Friday</i>	<i>2</i>
<i>Adult Activity Room</i>	<i>5- Days Per Week Monday - Friday</i>	<i>3- Days per Week Monday, Wednesday, Friday</i>	<i>1</i>

The Village of Tequesta reserves the right at its sole discretion to modify the cleaning schedule.

Proposer's Signature: _____ **Date:** _____

EXHIBIT "B" - SCOPE OF WORK

The Contractor agrees to provide the following services.

a. **Daily Cleaning Tasks**

- Empty all waste receptacles and replace liners as needed
- Clean entry door glass, both inside/outside
- Clean all interior glass (window and doors)
- Vacuum and dust all entries and vestibules
- Dust mop and remove scuff marks on gym floor
- Disinfect/clean light switch plates, door frames, knobs, etc.
- Disinfect and clean lavatory fixtures and chrome fittings
- Clean and service lavatory dispensers, paper, soap, Sanitary, etc. The Village of Tequesta will provide toilet paper, paper towels and soap for the bathroom dispensers at no cost to the contractor).
- Clean lavatory tile walls and partitions including mirrors
- Wet mop (using disinfectant) all lavatory floors
- Clean all drinking fountains (do not use polish)
- Sweep, clean and/or damp mop all Floors,
- Vacuum all carpeted areas
- Spot clean carpeting as needed
- Clean all countertops, sinks and appliances Daily
- Dust all office furniture and equipment including desktops (provided materials have been removed or cleared from the surface), on rotation basis
- Maintain custodial contractors closets neat and orderly
- Turn all nonessential equipment and lighting off
- Check all doors, and lock as required
- Report any mechanical problems to supervisor and supervisor will notify Village personnel

b. **Weekly Cleaning Tasks**

- Pour ½ gallon water down floor drains to prevent sewer gas odors
- Dust/wipe all Blinds

c. **Cleaning Hours**

All work shall be performed between the hours of 7:30pm - 4:30am the following morning. Changes to this schedule will be made only at the request or by approval of Village of Tequesta Community Center Director or designee. In the case of special meetings or functions held the Contractor may be required to adjust the normal work schedule at the request, or by approval, of the Community Center Director or designee.

Proposer's Signature: _____ **Date:** _____

Exhibit “C” – Proposer’s Statement of Qualifications Form

Please provide requested information in full. Proposers who do not provide the requested information or submit a full and complete Cost Proposal (Exhibit D) may have their proposal deemed unresponsive during the selection process. All information provided by the proposer will be subject to verification by the Village.

1. CONTRACTOR INFORMATION

The primary contact shall be the person with the authority to enter into contracts with the Village.

Name of Contractor: _____

Primary Contact and Title: _____

Legal Address of Contractor: _____

Primary Contact Phone Number: _____

Primary Contact Email Address _____

2. LIST OF SUBCONTRACTORS

Provide a list of all subcontractors to perform work on this contract, including relevant licenses, permits, and certifications. Attach relevant information (experience, references) to allow the Village to evaluate the subcontractors as part of the evaluation criteria for this RFP.

Subcontractor Name	Work to Be Performed	Licenses, Certifications, Permits

3. CONTRACTOR’S AND SUBCONTRACTOR’S QUALIFICATIONS

Describe your Janitorial –Custodial Experience, including any relevant work for governmental agencies. Include a description of Contractor’s and any subcontractor’s core-competency and experience with similar work that is described in the Scope of Work (Exhibit B). Attach a separate sheet, if necessary.

4. LICENSES AND CERTIFICATIONS

Provide a listing of any relevant certifications, permits, or licenses for Contractor's or subcontractor's personnel and equipment use. Include the license number and type and indicate whether the license is held by the Contractor or subcontractor.

5. CLEANING EQUIPMENT

Describe any experience and/or certifications your COMPANY has OPERATING cleaning equipment, such as, mops, brooms, electric/battery operated floor cleaners

6. LIST OF REFERENCES

Please provide current references for 3 past or existing commercial clients doing similar work to that specified in this RFP.

A. Client: _____

Contact Name / Title _____

Phone Number / Email Address _____

B. Client: _____

Contact Name / Title _____

Phone Number / Email Address _____

C. Client: _____

Contact Name / Title _____

Phone Number / Email Address _____

7. COMPANY OPERATIONS

Number of employees: _____

Number of years in business: _____

Company Profile –Brief Description

How many employees will be dedicated to clean the Village's Community Center?

How will you ensure the Village is receiving a high standard of work?

8. PROOF OF INSURANCE

In a separate attachment, provide proof of commercial general and automobile liability insurance, as specified in Section 12 of the attached Professional Services Agreement.

Proposer's Signature: _____ **Date:** _____

Exhibit "D" – Cost Proposal Form

The proposal prices are to include the furnishing of all labor, materials, equipment, fees, taxes, incidentals, and overhead necessary to perform the work described in Exhibit B for ALL Areas described in Exhibit A of this RFP.

Company Name: _____

Monthly Cost:

Total Annual Cost:

Additional Cleaning Services Hourly Rate

The Village may request additional cleaning services:

Please provide an Hourly Rate to include the furnishing of all labor, materials, equipment, fees, taxes, incidentals, and overhead necessary to perform additional cleaning services:

Hourly Rate: _____

The Proposer affirms that in the event they are selected as the successful Contractor, all work will be performed in the specified manner and under the terms and conditions specified at the prices listed above.

Proposer's Signature: _____ **Date:** _____

Exhibit "E"
**PROFESSIONAL SERVICES AGREEMENT TEMPLATE (SAMPLE
AGREEMENT ATTACHED NEXT PAGE)**



VILLAGE OF TEQUESTA
AGREEMENT FOR JANITORIAL-CUSTODIAL SERVICES

THIS AGREEMENT for janitorial-custodial services is entered into and effective this ____ day of [enter month], 2022 (the “Effective Date”), by and between the VILLAGE OF TEQUESTA, a Florida municipal corporation with offices located at 345 Tequesta Drive, Tequesta, Florida 33469, organized and existing in accordance with the laws of the State of Florida, hereinafter the “Village”; and [enter Contractor name], a [enter Contractor’s company/corporation type] with offices located at [enter Contractor address], hereinafter the “Contractor” and collectively with the Village, the “Parties”.

WITNESSETH

The Village and the Contractor, in consideration of the mutual covenants contained herein and for other good and valuable consideration, including but not limited to Contractor’s assertions to the Village that it is sufficiently qualified, certified and experienced to perform properly and timely the services contemplated by this Agreement, the receipt and sufficiency of which is hereby acknowledged by both Parties, hereby agree as follows:

1. SCOPE OF SERVICES: The Parties hereby agree to enter into this Agreement whereby the Contractor shall provide janitorial-custodial services for and at the Village’s Community Center located at 399 Seabrook Road, Tequesta, Florida 33469, pursuant to all applicable statutory, licensing and Village code requirements. The Parties agree to enter into this Agreement pursuant to the Village’s RFP-PARKS 07-22-2022 and the Contractor’s Proposal submitted thereunder, which are hereby fully incorporated into this Agreement and attached hereto as Exhibits “A” and “B” respectively.

2. COMPENSATION: In consideration for the above Scope of Services, pricing shall be pursuant to the prices provided in the Contractor’s Proposal submitted for

RFP-PARKS 07-22-2022 found in Exhibit “B”. No additional compensation shall be paid for any other expenses incurred unless approved in writing by the Village in accordance with Paragraph 4 “Change Orders” below. Contractor shall submit to the Village its invoice for services rendered itemizing the fees and costs incurred during the previous calendar month no later than the 10th of each calendar month. The Village shall pay the Contractor pursuant to the Florida Prompt Payment Act.

3. TERM; TERMINATION; NOTICE: This Agreement shall be for a term of three (3) years commencing on the Effective Date, with options for two additional one (1) year extensions at the same terms, conditions and pricing as the original term. This Agreement may be terminated by either party upon forty-five (45) days written notice to the other party. Notice shall be considered sufficient when sent by certified mail or hand delivered to the Parties during regular business hours at the following addresses:

Village	Contractor
Village of Tequesta 345 Tequesta Drive Tequesta, FL 33469 Attn: Doug Chambers	[Contractor Name & Address Attn: Agent Name]

4. CHANGE ORDERS: Contractor is aware that price and time are of the essence in this Agreement and that prompt and timely performance of all such obligations is strictly required. If conditions change that would require an increase in price, scope, or time for performance Contractor must notify the Village in writing, detailing the conditions that have changed, providing evidence of same, and requesting a change order to the Agreement. Change orders that may be agreed to by the Village will not be effective under any circumstances until three (3) complete calendar months following the Village’s approval of the change order. Only one change order per calendar year shall be permitted. Contractor shall not proceed with any change to its obligations under a change order request unless documented in a change order executed by both Parties. The Village in its sole and absolute discretion may accept the change order as is or with modifications, deny the change order, or re-advertise and re-solicit providers for the required goods or services and terminate this Agreement. If the Village elects to re-advertise and re-solicit the need for goods or services the Village will have three (3) complete calendar months

to accept the contemplated change order or terminate this Agreement. Approved change orders shall be effectuated through a written Amendment to this Agreement as executed by both Parties pursuant to Section 16 of this Agreement.

5. **INSURANCE:** Contractor shall provide proof of insurance in the types and amounts required by RFP-PARKS 07-22-2022, Paragraph 12, and shall name the Village as an “additional insured” on the liability portion of the insurance policies:

6. **INDEMNIFICATION:** Contractor shall at all times indemnify, defend and hold harmless the Village, its agents, servants, and employees, from and against any claim, demand or cause of action of whatsoever kind or nature, arising out of error, omission, negligent act, conduct, or misconduct of the Contractor, its agents, servants, or employees in the performance of services under this Agreement. Nothing contained in this provision shall be construed or interpreted as consent by the Village to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, *Florida Statutes*.

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

8. **INDEPENDENT CONTRACTOR:** It is specifically understood that the Contractor is an independent contractor and not an employee of the Village. Both the Village and the Contractor agree that this Agreement is not a contract for employment and that no relationship of employee–employer or principal–agent is or shall be created hereby, nor shall hereafter exist by reason of the performance of the services herein provided.

9. **USE OF OTHER CONTRACTORS; CHANGE IN KEY PERSONNEL:** Contractor must obtain the Village’s prior written approval to use any Sub-Contractors that were not listed in the Proposer’s Statement of Qualifications Form to perform any portion of this Agreement. Contractor’s key person assigned to perform work under this

Agreement shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the Village.

10. INSPECTOR GENERAL: Pursuant to Sections 2-421—2-432 of the Palm Beach County Code of Ordinances, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the Village, as well as contractors and lobbyists of the Village in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.

11. E-VERIFY ELIGIBILITY: The Contractor warrants and represents that it is in compliance with Section 448.095, *Florida Statutes*, as may be amended. Prior to performing services and receiving compensation under this Agreement, the Contractor shall: (1) register with and use the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Contractor's subconsultants performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. The Contractor shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), *Florida Statutes*, as may be amended. The Contractor shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period. The Village shall terminate this Agreement if it has a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*, as may be amended. If the Contractor has a good faith belief that the Contractor's subconsultant has knowingly violated Section 448.09(1), *Florida Statutes*, as may be amended, the Village shall notify the Contractor to terminate

its contract with the subconsultant and the Contractor shall immediately terminate its contract with the subconsultant. In the event of such contract termination, the Contractor shall be liable for any additional costs incurred by the Village as a result of the termination.

12. SCRUTINIZED COMPANIES: For Contracts under \$1M, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*, and that it is not engaged in a boycott of Israel. The Village may terminate this Agreement at the Village's option if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), *Florida Statutes*, if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*, or if Contractor is engaged in a boycott of Israel. For Contracts over \$1M, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*. The Contractor further certifies that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as similarly provided in Section 287.135, *Florida Statutes*. The Village may terminate this Agreement at the Village's option if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), *Florida Statutes* or if the Contractor has been placed on one of the aforementioned lists created pursuant to Section 215.4725, *Florida Statutes*. Additionally, the Village may terminate this Agreement at the Village's option if the Contractor is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, *Florida Statutes*.

13. ATTORNEY'S FEES: In the event a dispute arises concerning this Agreement, the prevailing party shall be awarded attorney's fees, including fees on appeal.

14. FORCE MAJEURE: The Contractor shall not be considered in default by reason of any failure in performance under this Agreement 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; acts of

war; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

15. CHOICE OF LAW; VENUE: This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and venue shall be in Palm Beach County should any dispute arise with regard to this Agreement.

16. AMENDMENTS AND ASSIGNMENTS: This Agreement, all Exhibits attached hereto, and required insurance certificates constitute the entire Agreement between both Parties; no modifications shall be made to this Agreement unless in writing, agreed to by both Parties, and attached hereto as an addendum to this Agreement. The Contractor shall not transfer or assign the provision of services called for in this Agreement without prior written consent of the Village.

17. PUBLIC RECORDS: In accordance with Section 119.0701, *Florida Statutes*, the Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in Scope of Services. Upon request from the Village's custodian of public records, the Contractor must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A Contractor who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Section 119.0701, *Florida Statutes*, and other penalties under Section 119.10, *Florida Statutes*. Further, the Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the provision of services contemplated herein are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Contractor does not transfer the records to the Village. Finally, upon completion of the Agreement, the Contractor shall transfer, at no cost to the Village, all public records in possession of the Contractor, or keep and maintain public records required by the Village. If the Contractor transfers all public records to the Village upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon

completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 768-0685, OR AT lmccwilliams@tequesta.org, OR AT 345 TEQUESTA DRIVE, TEQUESTA, FLORIDA 33469.

18. HEADINGS: The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

19. SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability or any other provision of this Agreement and this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision is not contained herein.

20. WAIVER: No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by the Contractor of the same, or any other provision or the enforcement hereof. The Village's consent to or approval of any act requiring the Village's consent or approval of any act by the Contractor shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of, whether or not similar to the act so consented or approved.

21. ENTIRE AGREEMENT: This eight (8) page Agreement constitutes the entire agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed to by both parties and attached hereto as an addendum to this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Exhibit "F"
CONFLICT OF INTEREST STATEMENT

This Request for Proposal is subject to the conflict of interest provisions of the policies and Code of Ordinances of the VILLAGE OF TEQUESTA, the Palm Beach County Code of Ethics, and the Florida Statutes. The Bidder shall disclose to the VILLAGE OF TEQUESTA any possible conflicts of interests. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the VILLAGE OF TEQUESTA.

CHECK ALL THAT APPLY:

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Proposal due to any other clients, contracts, or property interests.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Proposal as set forth in the policies and Code of Ordinances of the Village of Tequesta, as amended from time to time.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Proposal as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Proposal as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

The undersigned understands and agrees that the failure to check the appropriate blocks above or to attach the documentation of any possible conflicts of interest may result in disqualification of your proposal or in the immediate cancellation of your agreement, if one is entered into.

COMPANY OR INDIVIDUAL NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE, IF A COMPANY

Exhibit "G"
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
_____(Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug- use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services 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 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

STATE OF FLORIDA
PALM BEACH COUNTY

Authorized Signature

Date Signed

Sworn and subscribed before me by means of physical presence or online notarization on this _____ day of __, 20____ by _____, who is personally known to me or has produced _____ as identification and who did/did not take an oath, in the state and county first mentioned above.

Notary Public

(affix seal)

My Commission Expires: _____

Exhibit "H"
Village Clerk's Office ADA Compliancy Statement

The Village of Tequesta strives to be an inclusive environment. As such, it is the Village's policy to comply with the requirements of Title II of the American with Disabilities Act of 1990 ("ADA") by ensuring that the Contractor's [agreement /bid documents and specifications] are accessible to individuals with disabilities. To comply with the ADA, the Contractor shall provide a written statement indicating that all [agreement /bid documents and specifications], from Contractor, including files, images, graphics, text, audio, video, and multimedia, shall be provided in a format that ultimately conforms to the Level AA Success Criteria and Conformance Requirements of the Web Content Accessibility Guidelines 2.0 (Dec. 11, 2008) ("WCAG 2.0 Level AA"), published by the World Wide Web Consortium ("W3C"), Web Accessibility Initiative ("WAI"), available at the Web Content Accessibility Guidelines [page](#).

Required Confirmation:

I, _____ have read the above compliancy statement and confirm the agreement, bid documents and specifications, including files, images, graphics, text, audio, video, and multimedia, contained within this bid packet are accessible to individuals with disabilities and conforms to the Level AA Success Criteria and Conformance Requirements of the Web Content Accessibility Guidelines 2.0.

Representative Signature

Date: _____

Exhibit "I"
E-Verify Affidavit

Bid/Proposal Number: _____

Project Description: _____

In accordance with Section 448.095, F.S., Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by the Contractor to perform employment duties within Florida during the term of the contract; and
2. All persons (including SUBCONTRACTORS) assigned by the Contractor to perform work pursuant to the contract. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Tequesta.

Contractor further agrees to retain sufficient evidence of their enrollment in the E-Verify System and provide such evidence to the Village of Tequesta upon request. Sufficient evidence shall consist of a printed copy of the completed E-Verify Company Profile page, obtained from <https://www.e-verify.gov>.

Contractor also agrees to obtain from each of its subcontractors/subconsultants an affidavit stating that the subcontractor/subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), F.S. Contractor further agrees to maintain a copy of any such affidavit from a subcontractor/subconsultant for, at a minimum, the duration of the subcontract and any extension thereof.

By affixing your signature below, you hereby affirm that you will comply with all E-Verify requirements.

Company name

Federal Employer Identification No.

Signature

Date

Print Name

Title

STATE OF FLORIDA
PALM BEACH
COUNTY

Sworn and subscribed before me by means of physical presence or online notarization on this ____ day of _____, 20__ by _____, who is personally known to me or has produced _____ as identification and who did/did not take an oath, in the state and county first mentioned above.

Notary Public

(affix seal)

My Commission Expires: _____

Exhibit "J"
OFFEROR'S ACKNOWLEDGMENT

SUBMIT YOUR PROPOSAL TO DEMANDSTAR AT WWW.DEMANDSTAR.COM

RFP- PARKS 07-22-0-2022
Janitorial – Custodial Services

Proposal must be received by **August 18, 2022 by 3:00pm Deadline**

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

Fed. ID#: _____

Address: _____

Telephone No.: _____ Fax Number: _____

Email Address: _____

Contact representative: _____

The undersigned authorized representative of the offeror agrees to all terms and conditions stated in the RFP, and proposes and agrees that if this proposal is accepted by the Village, the offeror will negotiate with the Village in order to enter into a contract to provide all goods and/or services as stated in this proposal and in accordance with the terms and conditions of the RFP.

Authorized Representative's Signature

Date

Name:

Position:

Exhibit "K"
ACKNOWLEDGEMENT OF ADDENDA

RFP- PARKS 07-22-0-2022
Janitorial – Custodial Services

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

PART II:

NO ADENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name

Signature

Name and Title (Print or Type)

_____ Date

Exhibit “L”

Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, *Florida Statutes*

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the Village of Tequesta in order to perform the service. Upon request from the Village of Tequesta’s custodian of public records, Contractor shall provide the Village of Tequesta with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall 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 of Tequesta. Contractor upon completion of the contract shall transfer, at no cost, to the Village of Tequesta all public records in possession of the Contractor or keep and maintain public records required by the Village of Tequesta in order to perform the service. If the Contractor transfers all public records to the Village of Tequesta upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village of Tequesta, upon request from the Village of Tequesta’s custodian of public records, in a format that is compatible with the information technology systems of the Village of Tequesta.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-768-0440, lmwilliams@tequesta.org, OR BY MAIL AT VILLAGE OF TEQUESTA, 345 TEQUESTA DRIVE, TEQUESTA, FL 33469.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

Exhibit "M"
PUBLIC ENTITY CRIME AFFIDAVIT

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

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

1. This sworn statement is submitted to _____
[print name of the public entity]

By _____
[print individual's name and title]

For _____
[print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is . _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding or guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

- a. A predecessor or successor of a person convicted of a public entity crime: or
- b. An entity under the control of any natural person who is active in the management

of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

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

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

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

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

**STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION
CONTAINED IN THIS FORM.**

[signature]

[date]

STATE OF FLORIDA
PALM BEACH
COUNTY

Sworn and subscribed before me by means of physical presence or online notarization on this ____ day of _____, 20____ by _____, who is personally known to me or has produced _____ as identification and who did/did not take an oath, in the state and county first mentioned above.

Notary Public

(affix seal)

My Commission Expires: _____

Exhibit “N” PROPOSAL CHECK LIST

Please check each item and make sure that all required information is included in your Proposal submission. Failure to submit this information may result in your submission being rejected as being a non-responsive and responsible Proposer.

1. Proposal Submittal – Submitted electronically via E-bidding through DemandStar, at www.demandstar.com .	Yes	No
2. Did Bidder sign and submit the following forms listed		
• Exhibit “A” Service Areas	Yes	No
• Exhibit “B” Scope of Work	Yes	No
• Exhibit “C” Proposers Statement of Qualifications Form	Yes	No
• Exhibit “D” Cost Proposal Form	Yes	No
• Exhibit “E” Professional Services Agreement Template	Yes	No
• Exhibit “F” Conflict of Interest Statement	Yes	No
• Exhibit “G” Confirmation for Drug-Free Work Place	Yes	No
• Exhibit “H” Village Clerk’s Office ADA Compliance Statement	Yes	No
• Exhibit “I” E-Verify Affidavit	Yes	No
• Exhibit “J” Offeror’s Acknowledgment	Yes	No
• Exhibit “K” Acknowledgment of Addenda	Yes	No
• Exhibit “L” Notice of Public Records	Yes	No
• Exhibit “M” Notification of Public Entity Crimes Law	Yes	No
• Exhibit “N” Proposal Checklist	Yes	No
3. Did Bidder submit proposal with cover letter transmittal	Yes	No
4. Did Bidder provide all qualifications and references	Yes	No
5. Did Bidder provide all current licenses (Does not apply to this RFP)	N/A	N/A
6. Did Bidder provide a proposed cost and include on Exhibit D	Yes	No
7. Did Bidder review and submit acknowledgement of addendums issued	Yes	No