



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

Tuesday, April 15, 2025 AT 1:30 PM

TOWN HALL COMMISSION CHAMBERS, 3614 S. OCEAN
BLVD., HIGHLAND BEACH, FL

Town Commission

Natasha Moore
David Stern
Donald Peters
Judith M. Goldberg
Jason Chudnofsky

Mayor
Vice Mayor
Commissioner
Commissioner
Commissioner

Marshall Labadie
Lanelda Gaskins
Leonard G. Rubin

Town Manager
Town Clerk
Town Attorney

-
1. **CALL TO ORDER**
 2. **ROLL CALL**
 3. **PLEDGE OF ALLEGIANCE**
 4. **INVOCATION**
 5. **APPROVAL OF THE AGENDA**
 6. **PRESENTATIONS / PROCLAMATIONS**

A. Resolution No. 2025-005

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Board of Adjustments and Appeals; and providing for an effective date.

B. Resolution No. 2025-13

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Code Enforcement Date; and providing for an effective date.

7. PUBLIC COMMENTS

Public Comments will be limited to five (5) minutes per speaker.

8. ORDINANCES (Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.)

None.

9. CONSENT AGENDA (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.) Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.**A.** Resolution No. 2025-011

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Financial Advisory Board; and providing for an effective date.

B. Approve and authorize the Town Manager to execute Work Authorization No. 2 with Hazen and Sawyer to rehabilitate Lift Station No. 2.**C.** Approve and authorize the Mayor to execute a contract with Green Facility, Inc. in an amount of \$58,743.96 for janitorial services in accordance with Invitation to Bid (ITB) No. 25-001.**10. UNFINISHED BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)**A.** Building Department Recertification Program Update**B.** Florida Department of Transportation (FDOT) RRR Project Update**11. NEW BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)**A.** Designation of the Town's Voting Delegates to Palm Beach County League of Cities for 2025/2026.**B.** Resolution No. 2025-012

A Resolution of the Town Commission of the Town of Highland Beach, Florida, terminating the Town's 401(A) Defined Contribution Plan; and providing for an effective date.

12. TOWN COMMISSION COMMENTS

- Commissioner Jason Chudnofsky
- Commissioner Judith M. Goldberg
- Commissioner Donald Peters
- Vice Mayor David Stern
- Mayor Natasha Moore

13. TOWN ATTORNEY’S REPORT

14. TOWN MANAGER’S REPORT

15. ANNOUNCEMENTS

Board Vacancies

- | | |
|---|---|
| Code Enforcement Board | One (1) for a three-year term and One (1) vacancy for an unexpired term ending May 30, 2025 |
| Natural Resources Preservation Advisory Board | One (1) vacancy for a three-year term |
| Planning Board | One (1) vacancy for a three-year term |

Meetings and Events

- | | | |
|--------------|-----------|--------------------------------|
| May 06, 2025 | 1:30 P.M. | Town Commission Meeting |
| May 08, 2025 | 9:30 A.M. | Planning Board Regular Meeting |
| May 13, 2025 | 1:00 P.M. | Special Magistrate Hearing |

Board Action Report

None.

16. ADJOURNMENT

NOTICE: If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, you will need a record of the proceedings, and you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (The above notice is required by State Law. Anyone desiring a verbatim transcript shall have the responsibility, at his own cost, to arrange for the transcript).

Pursuant to the provision of the Americans with Disabilities Act, any person requesting special accommodations to participate in these meetings, because of a disability or physical impairment, should contact the Town at 561-278-4548 at least five calendar days prior to the Hearing.

File Attachments for Item:

A. Resolution No. 2025-005

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Board of Adjustments and Appeals; and providing for an effective date.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Commission Meeting
MEETING DATE April 15, 2025
SUBMITTED BY: Jaclyn DeHart, Deputy Town Clerk
THROUGH Lanelda Gaskins, Town Clerk
SUBJECT: Resolution No. 2025-005

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Board of Adjustments and Appeals; and providing for an effective date.

SUMMARY:

Consideration of Resolution No. 2025-005 ratifying the selection, appointments, and term of office of a member of the Board of Adjustments and Appeals (BOAA); and providing for an effective date.

On June 15, 2024, one (1) Board Members term ended which created one (1) vacancy for a three-year term ending April 14, 2028.

The Town Clerk's Office received one (1) board application for Town Commission consideration. The applicants' name is as follows:

Rajeev Arora (El Dorado Condo)

As set forth in Sec. 2-99, in the Town's code, terms for all boards shall be three (3) years and no board member may serve more than two (2) consecutive terms on the same board without first taking a one-year hiatus from the board. Appointments for partial terms shall not count toward the two-term limit. Additionally, in accordance with Resolution 19-029, the Human Resources Department reported preliminary background checks on all applicants to the Town Clerk's Office. The background check results disclosed there were no objectionable findings. In addition, there were no code violations.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Rajeev Arora application, resume, and vetting form.
Resolution No. 2025-005

RECOMMENDATION:

With the Commission's consideration, Staff recommends the adoption of Resolution No. 2025-005 for one applicant to serve a term as outlined in the resolution.



RESOLUTION NO. 2005-005

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, RATIFYING THE SELECTION, APPOINTMENTS AND TERM OF OFFICE OF MEMBERS OF THE BOARD OF ADJUSTMENT AND APPEALS BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 20, Article III, Sec. 20-46 of the Town’s Code of Ordinances establishes the Board of Adjustment and Appeals Board and governs the membership, qualification, function, and rules of the Board of Adjustment and Appeals Board; and

WHEREAS, these provisions of the Code establish the selection, appointment, and terms of office of members of the Board of Adjustment and Appeals Board; and

WHEREAS, on June 15, 2024, one (1) member’s term ended, thereby opening one (1) vacancy on the Board; and

WHEREAS, the Town Clerk’s Office received one (1) application for consideration; and

WHEREAS, pursuant to Sec. 2-99(1)(a) of the Town’s Code of Ordinances, the chairperson of each board shall interview applicants for the board and provide a recommendation to the Town Commission; and

WHEREAS, the chairperson of the Board of Adjustment and Appeals Board interviewed the new applicant and recommended that the Town Commission appoint one (1) new applicant to the Board; and

WHEREAS, Town residents interested in serving on or continuing to serve on the Board of Adjustment and Appeals Board have submitted a board application for the Town Commission’s consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, THAT:

Section 1. The foregoing “WHEREAS” clauses are true and correct and hereby ratified and confirmed by the Town Commission.

Section 2. Consistent with the Town’s Code of Ordinances, the Town Commission has selected one (1) member to serve on the Board of Adjustment and Appeal Board for a three-year term ending on April 14, 2028.

Board Member Rajeev Arora

Section 3. This Resolution shall become effective upon adoption.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this **15th** day of **April 2025**.

ATTEST:

Natasha Moore, Mayor

REVIEWED FOR LEGAL SUFFICIENCY

Lanelda Gaskins, MMC
Town Clerk

Leonard G. Rubin, Town Attorney
Town of Highland Beach

VOTES:
Mayor Natasha Moore
Vice Mayor David Stern
Commissioner Donald Peters
Commissioner Judith Goldberg
Commissioner Jason Chudnofsky

YES NO



MEMORANDUM

RECEIVED

TO: Lanelda Gaskins, MMC. Town Clerk

JAN 13 2025

FROM: Fred Rosen


Town of Highland Beach, FL
Town Clerk's Office

DATE:

SUBJECT: Initial Vetting of Applicant:

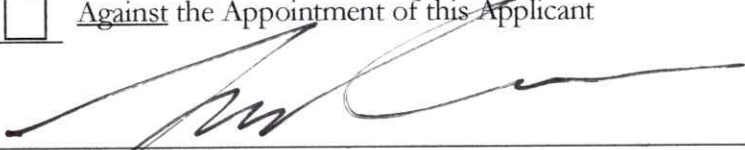
On Jan 4 2024 (date), I ~~met~~^{spoke} with Rajeev Arora (applicant's name) to discuss his/her community involvement, education, professional experiences and the positive impact he/she could bring to this Board for the betterment of the Highland Beach community.

Detail Explanation:

Very well qualified -
I feel he will bring much expertise to
the BAA -
Strongly Recommend


Based upon my review of the Resume, the Board Application and the Interview today, my recommendation is as follows:

- For the Appointment of this Applicant
- Against the Appointment of this Applicant



Signature of Board Chairperson



Town of Highland Beach
Town Clerk's Office
3614 S. Ocean Boulevard
Highland Beach, Florida 33487

Phone: (561) 278-4548 Fax: (561) 265-3582

RECEIVED

DEC 10 2024

Town of Highland Beach, FL
Town Clerk's Office

BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board. Please complete and return this form to the Town Clerk, along with your resume and proof of residency such as a government issued identification or voter registration card.

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business is public records and is subject to public disclosure upon request. Your information provided within this application may therefore be subject to public disclosure.

NAME: RAJEEV ARORA PHONE: 602-321-2102

HOME ADDRESS: 1109 BEL AIR DR. APT. NO. 4

SUBDIVISION: EMAIL ADDRESS: rajeeva2005@yahoo.com

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING IN NUMERICAL ORDER FROM 1 THROUGH 7, WITH 1 BEING YOUR FIRST CHOICE AND 7 THE LEAST CHOICE. (A description of the responsibilities of each Board is on the back of this application.)

- 5 Board of Adjustment & Appeals
6 Code Enforcement Board
3 Financial Advisory Board
2 Natural Resources Preservation Board
4 Planning Board
1 Town Commission
7 Other Board /Committee

PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

Are you a resident of Highland Beach? Yes [X] No []
Are you a registered voter in Highland Beach/Palm Beach County, FL? Yes [X] No []
Are you currently serving on a Town Board? Yes [] No [X]
Have you ever served on a Town Board/Committee? Yes [] No [X]

If Yes, please indicate the Board(s)/Committee(s) and dates of service:

Are you willing to attend monthly board meetings? In (Person / Teleconference) Yes [X] No []

Per Town Code of Ordinance, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee. Yes [X] No []

Please list any special talent, qualification, education, or professional experience that would contribute to your service on the Board/Committee you have selected?

35 yrs of SOFTWARE, HIGH TECH & EDUCATION TECHNOLOGY BUSINESS in a VARIETY of CAPACITIES - DEVELOPMENT, SALES, MARKETING, CHIEF MARKETING/PRODUCT/OPERATIONS OFFICER.

Please summarize your volunteer experience(s):


- CO-PRESIDENT UNITARIAN FELLOWSHIP OF BECA RATON - 14 YRS
- BOARD OF TRUSTEES UNITARIAN CONGREGATION OF PHOENIX - 5 YRS

Florida Law requires appointed members on the Planning and Board of Adjustment and Appeals Boards to file a Form 1 - Statement of Financial Interests Disclosure form on an annual basis.

Vetting by the Board Chairperson. The Chairperson of each Board shall interview the applicant and submit a memorandum of recommendation to the Town Clerk's Office 14 days prior to the Town Commission Workshop Meeting for final appointment.

Palm Beach County Commission on Ethics requires appointed members to take the Code of Ethics Training every two (2) years.

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.


Signature of Applicant

12/10/2024
Date

Resume Attached

RAJEEV ARORA

+1.602.321.2102

rajeeva@me.com

www.rajeevarora.com

1109 Bel Air Drive, Unit 4
Highland Beach, FL 33487

PROFESSIONAL PROFILE

With 30+ years of experience in high growth SaaS and enterprise software companies, Rajeev is well versed in the art of product management, marketing and strategy. Having acted as a GM, COO, CPO and CMO, Rajeev is passionate about helping new software projects and companies launch and grow using cloud technologies such as AWS, Microsoft Azure, or Google Cloud.

CAREER HIGHLIGHTS

- Drove hyper growth at Nearpod from \$14M-\$40M ARR building one of the first B2B2C companies combining an engagement technology platform with learning content to help teachers engage every student in classrooms. Renaissance acquired Nearpod for \$650M in 2021.
- Succeeded in diversifying Parchment from a single market (K-12) to a multi-market including Higher Education, Corporate Training and a consumer presence. Resulting SaaS revenues grew from \$2M/yr to \$25M/yr in five years from over 15,000 educational & training organizations, serving over 10M consumers. Parchment was acquired by Instructure for \$835M in 2023.
- Directed product management, product marketing and global demand generation for Blackboard Collaborate – a \$50M SaaS education software business unit.
- Helped launch Elluminate. Grew company to over 160 employees, 1500 customers, numerous awards and multi-million dollar revenues. Successful exit through acquisition by Blackboard.

CAPTURE HIGHER ED

2021 - PRESENT

Capture is the only vertical marketing automation platform for US postsecondary institutions to identify, convert, and enroll the right students using AI predictive models

General Manager, Capture Software & Chief Product Officer

Transitioned Capture from a Managed Services company to a SaaS Technology Platform while delivering the first profitable year in the history of the company. Delivered a modern, data science enriched Marketing Automation Platform geared specifically towards higher education.

- Interviewed 30% of customers within first 90 days.
- Created strategy for transitioning from Services to SaaS and evangelized it internally.
- Created offshore engineering team based in India to build SaaS product. Grew team from 5 engineers and 2 data scientists to a combined team of 17 engineers, data scientists, product managers, DevOps, QA and UX designers.
- Established scalable processes including Cross-functional team, Customer Advisory Board, Annual user conference, Agile Development, bi-weekly sprints and monthly retrospectives.
- Innovated product to provide marketing solutions for Higher Education including Google Search/display/video, Facebook/Instagram, TikTok and Snap.
- Enhanced Technology stack to latest versions of LAMP, Laravel, PHP, Vue, AWS, S3/Athena, Terraform.
- Launched new Predictive Analytics offerings based on Machine Learning models to improve application and enrollment yields.

LINGK

2019 - 2021

Lingk is the most developer-friendly Integration Platform as a Service for institutions of learning. Integrating Salesforce with SIS's (Ellucian, PeopleSoft) and LMS's (Canvas, Blackboard) through modern APIs helps institutions promote online education, student enrollment, success, retention and advancement

Chief Operating Officer

Positioned Lingk to Education institutions as a necessity for digital transformation especially during Covid-19 to drive student enrollment, online learning, and data analytics.

- Refocused Lingk on the Salesforce & Ellucian ecosystems.
- Established Lingk's first Customer Advisory Council.
- Increased bookings by 300% through new offerings including managed integration services and iPaaS.
- Established scalable operations for sales, marketing, HR, professional services and product development.

RAJEEV ARORA

NEARPOD

2018 - 2019

Nearpod, an Insight Venture Partners company headquartered in Miami, FL, is the world's most comprehensive student engagement platform with thousands of lessons and activities to drive 100% student engagement in K-12 classrooms

Chief Marketing Officer

Developed go to market strategy for hyper growth in the K-12 instructional technology and content businesses.

- Grew company from \$14M ARR to \$40M ARR in 18 months.
- Hired and developed a high performance, agile marketing team.
- Created one of the most teacher-beloved brands in education technology. Lead the shift from B2C focused selling to B2B including school and district level sales.
- Acquired Flocabulary and led integration of teams and product strategy. Launched first user conference with ~350 attendees including teachers and senior district administrators.

PARCHMENT INC

2012 - 2018

Parchment, a high growth, venture backed (\$50M) educational technology company headquartered in Scottsdale AZ, is an online service allowing learners, academic institutions, and employers to request, verify, and share credentials in simple and secure ways.

Senior Vice President, Product

Developed strategy and led execution to deliver products and services of Parchment's online platform.

- Worked directly with the CEO to develop and execute the corporate strategy to achieve revenue goals and aggressively grow across multiple markets.
- Integrated two product acquisitions to expand into Higher Education and Consumer markets, enabling year-over-year growth exceeding 25%.
- Partnered closely with the CEO to evangelize Parchment's mission and vision with key education practitioners and policy makers at the White House, Department of Education, Lumina, ACE convenings, as well as at board/investor meetings, industry trade shows and publications.
- Responsible for a team of over 80 professionals in Marketing, Product/ Program Management, Development, Quality Assurance, Hosting, Support, Training and HR.

BLACKBOARD INC

2010 - 2012

Blackboard is a leading provider of education related software and services with over \$600M in revenues headquartered in Washington, DC.

Vice President, Marketing & Strategy, Blackboard Collaborate

Led marketing and product for Blackboard's Collaborate SaaS business.

- Key member of Executive Team responsible for integrating Wimba and Elluminate together into a cohesive division and further into Blackboard as the parent company resulting in 20%+ growth within the first year and 85%+ customer retention.
- Directed all communications, branding, collateral development and media strategies globally for the \$50 million annual subscription revenue business unit.
- Responsible for all product management activities including product roadmap, product advisory council, win/loss analysis, press and analyst relations.

ELLUMINATE

2002 - 2010

Elluminate was a venture backed virtual classroom software provider headquartered in Calgary, Alberta, Canada.

Vice President, Marketing & Strategy

Launched company and product growing to over 160 employees, 1500 customers, numerous awards and multi-million dollar revenues leading to successful exit of sale of company to Blackboard resulting in 10x return for original investors.

- Managed product management, product marketing, customer support, customer success and business development functions.
- Created K12, Higher Education and corporate training lines of business with extensive sales enablement, tradeshow and event marketing, PR and analyst relation programs.
- Extensive experience with venture capital, Board of Directors presentations, M&A due diligence.

RAJEEV ARORA

VIASOFT INC

1997 - 2000

Viasoft was a publicly traded Year 2000 software and services provider headquartered in Phoenix, AZ.

Vice President, Product Marketing

Built a software product and services business from 0-\$75M in 24 months.

- Analyzed the market, identified acquisition and partnership candidates, created brand identity, and did a global launch for OnMark 2000 in 6 months.
- Defined channel sales program to deliver PC Year 2000 solution to Fortune 1000 customers, to mid-size businesses, to SOHO and consumer markets.

BOARD OF DIRECTORS EXPERIENCE

REMOTE LEARNER

2014 - 2018

Remote-Learner has been providing educational technology services since 1982 to its business, educational and governmental clients.

PESC

2015 - 2018

PESC is the North American Educational Data Standards body promoting the definition, implementation and usage of data exchange standards within the Education Domain.

EDUCATION

Masters of Science, Engineering Management

Santa Clara University, Santa Clara, CA

Bachelor of Science, Electrical Engineering

Rensselaer Polytechnic Institute, Troy, NY

AFFILIATION

- iNACOL: Advocacy Committee Member (2008-2010) EDUCAUSE: Member (2005-Present)
- ISTE: Member (2007-Present)
- The Indus Entrepreneurs (TiE) AZ: Chapter President (2001-2002)

File Attachments for Item:

B. Resolution No. 2025-13

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Code Enforcement Date; and providing for an effective date.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Commission Meeting
MEETING DATE April 15, 2025
SUBMITTED BY: Jaclyn DeHart, Deputy Town Clerk
THROUGH Lanelda Gaskins, Town Clerk
SUBJECT: Resolution No. 2025-13

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Code Enforcement Date; and providing for an effective date.

SUMMARY:

Consideration of Resolution No. 2025-13 ratifying the selection, appointments, and term office of a member of the Code Enforcement Board and providing for an effective date.

On December 07, 2024 one (1) Board Members term ended which created one (1) vacancy for an three year term.

The Town Clerk's Office received one (1) board application for Town Commission consideration. The applicant's name:

Ross Muscolino (45 Ocean Condo)

As set forth in Sec. 2-99, in the Town' s code, terms for all boards shall be three (3) years and no board member may serve more than two (2) consecutive terms on the same board without first taking a one-year hiatus from the board. Appointments for partial terms shall not count toward the two-term limit. Additionally, in accordance with Resolution 19-029, the Human Resources Department reported preliminary background checks on all applicants to the Town Clerk's Office. The background check results disclosed there were no objectionable findings. In addition, there were no code violations.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ross Muscolino application
Resolution No. 2025-013

RECOMMENDATION: Due to the lack of a Chairperson or Vice Chairperson it is at the discretion of the Town Commission to vet and appoint the applicant.



RESOLUTION NO. 2025-013

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, RATIFYING THE SELECTION, APPOINTMENTS AND TERM OF OFFICE OF MEMBERS OF THE CODE ENFORCEMENT BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 2, Article V, Division 2, Sec. 2-113 of the Town's Code of Ordinances establishes the Code Enforcement Board and governs the membership, qualification, function, and rules of the Code Enforcement Board; and

WHEREAS, these provisions of the Code establish the selection, appointment, and terms of office of members of the Code Enforcement Board; and

WHEREAS, on December 07, 2024, one (1) members' term ended, thereby opening one (1) vacancy on the Board; and

WHEREAS, the Town Clerk's Office received one (1) application for consideration; and

WHEREAS, pursuant to Sec. 2-99(1)(a) of the Town's Code of Ordinances, the chairperson of each board shall interview applicants for the board and provide a recommendation to the Town Commission; and

WHEREAS, the Town Code requires the Chairperson to vet the applicant and make a recommendation to the Town Commission, there is no Chairperson or Vice Chairperson on the Code Enforcement Board to interview the applicant or recommend that the Town Commission appoints one (1) applicant to the Board; and

WHEREAS, Town residents interested in serving on or continuing to serve on the Code Enforcement Board have submitted a board application for the Town Commission's consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, THAT:

Section 1. The foregoing “WHEREAS” clauses are true and correct and hereby ratified and confirmed by the Town Commission.

Section 2. Consistent with the Town’s Code of Ordinances, one (1) member has been selected by the Town Commission to serve on the Code Enforcement Board for a three-year term, ending on April 14, 2028 as follows:

Board Member: Ross Muscolino

Section 3. This Resolution shall become effective upon adoption.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this **15th** day of **April** 2025.

Natasha Moore, Mayor

ATTEST:

REVIEWED FOR LEGAL SUFFICIENCY:

Lanelda Gaskins, MMC
Town Clerk

Leonard G. Rubin, Town Attorney
Town of Highland Beach

VOTES:
Mayor Natasha Moore
Vice Mayor David Stern
Commissioner Donald Peters
Commissioner Judith M. Goldberg
Commissioner Jason Chudnofsky

YES NO



RECEIVED

FEB 06 2025

Town of Highland Beach, FL
Town Clerk's Office

Town of Highland Beach

Town Clerk's Office

3614 S. Ocean Boulevard

Highland Beach, Florida 33487

Phone: (561) 278-4548 Fax: (561) 265-3582

BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency such as a government issued identification or voter registration card.*

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business is public records and is subject to public disclosure upon request. Your information provided within this application may therefore be subject to public disclosure.

NAME: Ross J Muscolino PHONE: 914-391-3800

HOME ADDRESS: 4511 South Ocean Blvd APT. NO. 606

SUBDIVISION: _____ EMAIL ADDRESS: rjm7631@gmail.com

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING IN NUMERICAL ORDER FROM 1 THROUGH 7, WITH 1 BEING YOUR FIRST CHOICE AND 7 THE LEAST CHOICE. (A description of the responsibilities of each Board is on the back of this application.)

_____ Board of Adjustment & Appeals

2

Code Enforcement Board

_____ Financial Advisory Board

_____ Natural Resources Preservation Board

_____ Planning Board

_____ Town Commission *****(If vacancy)**

_____ Other Board /Committee

PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

Are you a resident of Highland Beach? Yes No

Are you a registered voter in Highland Beach/Palm Beach County, FL? Yes No

Are you currently serving on a Town Board? Yes No

Have you ever served on a Town Board/Committee? Yes No

If Yes, please indicate the Board(s)/Committee(s) and dates of service:

Are you willing to attend monthly board meetings? In (Person / Teleconference) Yes No

Per Town Code of Ordinance, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee. Yes No

Please list any special talent, qualification, education, or professional experience that would contribute to your service on the Board/Committee you have selected?

See Resume

Please summarize your volunteer experience(s):

18 Years Hawthorne Fire Department, Lieutenant

10 Years Volunteer Ambulance Squad.

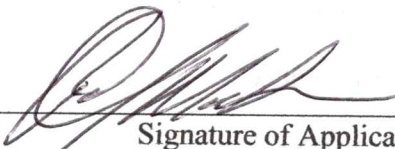
~~3 Years board member Actogen Cancer Reasreh.~~

Florida Law requires appointed members on the Planning and Board of Adjustment and Appeals Boards to file a Form 1 - Statement of Financial Interests Disclosure form on an annual basis.

Vetting by the Board Chairperson. The Chairperson of each Board shall interview the applicant and submit a memorandum of recommendation to the Town Clerk's Office 14 days prior to the Town Commission Workshop Meeting for final appointment.

Palm Beach County Commission on Ethics requires appointed members to take the Code of Ethics Training every two (2) years.

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.



Signature of Applicant

02/06/2025

Date

Resume Attached

ROSS J. MUSCOLINO
19 Pheasant Run Road
Pleasantville, New York 10570
(914) 391-3800

Established executive with over fifty years of extensive experience in heavy commercial / industrial and residential construction. Consistently demonstrated management competence and diverse industry knowledge obtaining optimum results to surpass schedules and budgetary requirements.

SUMMARY OF QUALIFICATIONS

- STRENGTHS** Proven ability to successfully manage relationships with architects, union official, building officials, leasing representatives, tenants and sub-contractors. Excellent at project planning, sequence scheduling, managing people, with an exceptional broad knowledge of client requirements. Creative conceptual ability to investigate and evaluate alternate construction methods to reduce project costs and time. Innovative in construction methods and materials.
- MANAGEMENT** Proven managerial and professional ability to work up through the various construction trades and management positions to achieve the position of vice-president twice throughout the thirty-year career with two of the largest commercial development companies in the tri state area.
- PROJECT MANAGEMENT** Practical experience in project management including complete administration of work from start to finish. Coordination of manpower, materials, interface of trades. Involved with critical path scheduling and progress completion scheduling.
- QUALITY CONTROL** Experience in quality assurance - quality control analysis and administration; job cost analysis, spec interpretation and negotiating.
- FIELD SUPERVISION** Proven skills in field supervision, evaluating of field personnel, labor relations, material scheduling and expediting, purchasing material and vendor subcontracts, and excellent safety record.

**Optimum Custom Millwork, Pleasantville, NY.
2007 – 2010 CEO**

Full service Custom Millwork Manufacturing facility providing the services of custom kitchens, storage solutions, furniture, trim replication, and custom cabinetry to the public, private, commercial and residential sectors.

**GEORGE A. FULLER COMPANY, VALHALLA, NEW YORK
2000 – 2002 Executive Vice President:**

Responsible for the restructuring and reorganization of this long established organization including the revision of and implementation of the corporate policies and procedures:

Stamford Greyrock Plaza, Stamford, CT
Construction Managers and General Contractors of 17-story high-rise apartment complex with underground structure parking.
\$48,000,000.00

The Landing At Dobbs Ferry, Dobbs Ferry, NY.
Construction managers and General Contractors for the complete development of a 106 unit residential Town House project along the Hudson River including all site infrastructure requirements.
\$28,000,000.00

Aviation Plaza, Linden, NJ
Construction Manager of the 70 acres previous location of the Linden Airport for the new shopping center complex preparing the entire site with building pads, utilities, roadways, parking and off site street and utility relocation.
\$12,000,000.00

**CAPPELLI ENTERPRISES, INC., VALHALLA, NEW YORK
1992 – 2000 2013 - 2019 Project Executive**
Construction Management and supervision of the following diversified projects:

Ritz Carlton Residences, North Hills, NY.
Managing Consultant for this 244 Luxury Condominium project, with numerous amenities

Atlantic Station, Stamford CT.
Construction manager for the construction of this 26 story, 325 unit apartment building.

Transformation of Historical Stamford Ct. Post office.
Management of the exterior facade of this historical building and the interior demolition.

New Roc Center, New Rochelle, NY

Responsible of overall construction of this 120-million-dollar entertainment complex which includes a 300 car parking structure, hotel and office complex, 19 screen Regal Theatre and IMAX, ice skating facilities, restaurants, and retail spaces.

\$120,000,000.00

Talleyrand Crescent, Tarrytown, NY

Project Executive for the construction of 306-unit modularized constructed apartment complex.

\$14,000,000.00

Fleet Services, Kingston, NY

Project Executive of the alteration of existing 300 thousand square feet IBM facility for the new use of the NYS Tax Processing Center.

\$13,000,000.00

Lincoln Avenue Townhouses, New Rochelle, NY

Layout coordination and supervision of all sitework, installation of utilities, poured concrete foundations and the erection of twenty three 1800 square feet townhouse units complete with landscaping, parking areas and public services.

\$3,000,000.00

Westchester County Airport Parking Structure, Harrison, NY

Construction of a 340,000 square foot, three level, 1100 car parking structure consisting of precast concrete and brick masonry.

\$12,750,000.00

Westchester County Medical Center Parking Garage, Valhalla, NY

Construction of a two level 1400 car (including surface parking) precast and brick masonry parking structure. Extensive site work and quality materials.

\$8,500,000.00

John Harms Theatre, Englewood, NJ

Complete alteration and construction of a three-story addition to existing theatre consisting of warehouses, rehearsal rooms, and dressing areas.

\$750,000.00

MetPath Labs, Teterboro, NJ

Construction of office/lab and dining facility with a 500 car precast parking structure. Special emphasis on high-end offices and highly technical and specialized medical diagnostic laboratories.

\$27,000,000.00

Palisades Court Shopping Center, Englewood, NJ

Eleven building Shopping Center complex constructed of structural steel, masonry, glass and special finishes with occupancies of supermarket, restaurants, and retail stores.

\$11,000,000.00

SATURN CONSTRUCTION CO., INC., VALHALLA, NY
1990-1992 Superintendent and Senior Project Manager

The Summit At Westchester, Valhalla, NY

Completed the super structure and multi tenant fit up for various tenants such as Prudential, Northern Telecom, and UpJohn. Supervision over directly employed tradesman of various trades and preparing the necessary budgets, contracts, and material purchasing. \$100,000,000.00

Court House Square, White Plains, NY

Nine story office building consisting of 140,000 square foot complete with a multitude of interior tenant fit ups.
\$28,000,000.00

Newtown Correctional Facility, Newtown, CT

400 Inmate Prison, OSHA safety inspector and quality control.
\$22,750,000.00

ROBERT MARTIN COMPANY, ELMSFORD, NEW YORK
1988 – 1990 Vice President.

Managed and supervised the firm's staff of Project managers, field superintendents and building trades, all interior space construction and exterior renovations. Technical involvement for the vast tenant requirements and in the planning and preliminary construction phase of new developments.

Contract negotiations, preparations, planning and scheduling of project components. Interacted with clients, support staff, leasing, building departments and union officials.

Responsible for approximately 250 projects spanning from basic warehouse facilities, 2 million dollar asbestos abatement project, lobby renovations, high tech research laboratories, computer facilities, day care centers and executive office facilities.

1984 – 1988 Senior Project Manager

Directed Project Managers and field staff for approximately 120 projects per year. Responsible for all interior construction and reconstruction administrating to the specialized requirements of more than 500 companies. Coordinated a myriad of custom projects from efficient office space to sophisticated high tech facilities.

- Reviewed budgets, subcontractor negotiations, and preparation of contracts.
- Introduced numerous new products and methods to achieve high quality, fast tracked projects.

- Specialized in major reconstruction of occupied facilities with emphasis on safety and minimal down time.
- Broad background and technical involvement with all tenants.
- Reviewed drawings for building code compliance.
- Obtained building permits, prepared incident, safety and job reports.

1980 – 1984 Project Manager

Prepared necessary budgets, preliminary HVAC design and load calculations: acted as support staff to field supervisors maintaining and coordinating a consistent flow of information to maintain project community.

- Acted as liaison between leasing department, planning, tenant, construction and building operations.
- Inspected projects on a day-to-day basis for quality, safety, cost efficiency and problem solving.
- Prepared account reconciliation and close outs.

1977 – 1980 Superintendent of Construction

Coordinated and supervised field operations of numerous projects including tenant facilities, trucking terminals, warehouse, office buildings, renovations, site work and drainage. Supervised all building trades and prepared project documentation. Established and finalized punch lists.

1973 – 1977 Operations Representative

Maintained company's portfolio of buildings and grounds. Assisted with building security, fire protection and parking.

- Responded and satisfied tenant complaints.
- Maintained mechanical systems.
- Performed minor tenant alterations.
- Inspected buildings for safety compliance and overall aesthetics.
- Performed various repairs to all aspects of buildings.
- Evaluated roof systems.
- Consulted with Construction Department on structure inefficiencies.
- Trouble shot building problems, such as masonry deterioration, waterproofing, etc.

Hawthorne Woodworking, Hawthorne, NY.

1968 - 1970

Part time position as a Apprentice Cabinet Maker and woodworker under the training of European craftsman specializing in the trades of custom cabinetry and furniture. Training included the basics from wood species, to the maintenance of tools and there proper use as well as quality craftsmanship.

Berger Appliances Company, Hawthorne, NY.

1970-1973

Part Time position working the many facets of this diverse store which included the fabrication of custom counters, kitchen and bath cabinets installations and renovations, TV antenna and Air Conditioner installations and sales.

PERSONAL PROFILE

EDUCATION

B.S. Civil Engineering 1975, Fairleigh Dickinson University, NJ

Associates Civil Technology, 1973 Westchester Community College, Valhalla, NY

NYS Certification in Various Life Safety and Fire Protection Programs including Arson Investigation, Bomb Squad and Officer Training certification.

ASSOCIATIONS

**Builders Institute. Board and Committee Member
National Fire Protection Association
CSI Construction Specification Institute
Hazcom (hazardous Communications) for the Construction Industry.
Building Trades Association.**

COMMUNITY AFFILIATION

Appointed to the "Institutional Bio-Safety Committee" of Actagen Corp. for Greenburg, New York 1983 – 1986

**Member of Hawthorne Fire Dept. 1971 – 1990 (Lieutenant)
Recognized for several life saving and rescue operations.
Benevolent Member Hawthorne Fire Dept. 1971 – Present**

MARITAL STATUS

**Married
4 children**

File Attachments for Item:

A. Resolution No. 2025-011

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Financial Advisory Board; and providing for an effective date.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Commission Meeting
MEETING DATE April 15, 2025
SUBMITTED BY: Jaclyn DeHart, Deputy Town Clerk
THROUGH Lanelda Gaskins, Town Clerk
SUBJECT: Resolution No. 2025-011

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Financial Advisory Board; and providing for an effective date.

SUMMARY:

Consideration of Resolution No. 2025-011 ratifying the selection, appointments, and term of office of a member of the Financial Advisory Board; and providing for an effective date.

In January of 2022 the Town Commission appointed Mr. Kornfeld to the Financial Advisory Board to serve an unexpired term that ended April 30, 2022, and a three-year term that ends April 30, 2025, and is seeking to serve a full three-year term ending April 30, 2028.

To conclude, Mr. Kornfeld has met the qualifications for reappointment that a person shall be a resident of the Town domiciled within corporate limits and has been a registered voter of Highland Beach for a year at least one year prior to reappointment. These results were corroborated by records from the Palm Beach County Property Appraiser and the Palm Beach County Supervisor of Elections Offices websites.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Edward Kornfeld Application
Resolution No. 2025-011

RECOMMENDATION:

With the Commission's consideration, Staff recommends the adoption of Resolution No. 2025-009 for the applicant to serve a term as outlined in the resolution.



RESOLUTION NO. 2025-011

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, RATIFYING THE SELECTION, APPOINTMENTS AND TERMS OF OFFICE OF MEMBERS OF THE FINANCIAL ADVISORY BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 2, Article V, Division 4, Sec. 2-155 of the Town’s Code of Ordinances establishes the Financial Advisory Board and governs the membership, qualification, function, and rules of the Financial Advisory Board; and

WHEREAS, these provisions of the Code also establish the selection, appointment, and terms of office of members of the Financial Advisory Board; and

WHEREAS, on January 18, 2022, board member Edward Kornfeld was appointed by the Town Commission to fill an unexpired term ending ending April 30, 2022, and a three-year term ending April 30, 2025 and is eligible for reappointment for a three-year term; and

WHEREAS, pursuant to Sec. 2-99 (1)(a) of the Town’s Code of Ordinances, the chairperson of each board shall interview applicants for the board and provide a recommendation to the town commission; and

WHEREAS, the chairperson of the Financial Advisory Board interviewed the applicant and recommends that the Town Commission appoint one (1) applicant to the Board, and

WHEREAS, Town residents interested in serving on or continuing to serve on the Financial Advisory Board have submitted a board application for the Town Commission’s consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA:

Section 1. The foregoing “WHEREAS” clauses are true and correct and hereby ratified and confirmed by the Town Commission.

Section 2. Consistent with the Town’s Code of Ordinances, one (1) member has been selected by the Town Commission to serve on the Financial Advisory Board for a three-year term ending on April 30, 2028.

Board Member _____ Edward Kornfeld

Section 3. This Resolution shall become effective upon adoption.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this **15th** day of **April** 2025.

Natasha Moore, Mayor

ATTEST:

REVIEWED FOR LEGAL SUFFICIENCY

Lanelda Gaskins, MMC
Town Clerk

Leonard G. Rubin, Town Attorney
Town of Highland Beach

VOTES:
Mayor Natasha Moore
Vice Mayor David Stern
Commissioner Donald Peters
Commissioner Judith Goldberg
Commissioner Jason Chudnofsky

YES NO



Town of Highland Beach

**Town Clerk's Office
3614 S. Ocean Boulevard
Highland Beach, Florida 33487
Phone: (561) 278-4548 Fax: (561) 265-3582**

BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency such as a government issued identification or voter registration card.*

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business is public records and is subject to public disclosure upon request. Your information provided within this application may therefore be subject to public disclosure.

NAME: EDWARD BARRY KORNFELD PHONE: (561) 594 5551

HOME ADDRESS: 3912 S. OCEAN BLVD APT. NO. 809

SUBDIVISION: REGENCY HIGHLAND EMAIL ADDRESS: EDKORNFELD@GMAIL.COM

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING IN NUMERICAL ORDER FROM 1 THROUGH 5, WITH 1 BEING YOUR FIRST CHOICE AND 5 THE LEAST CHOICE. (A description of the responsibilities of each Board is on the back of this application.)

Board of Adjustment & Appeals

Code Enforcement Board

Financial Advisory Board

Natural Resources Preservation Board

Planning Board

Other Board /Committee

RECEIVED

DEC 06 2021

Town of Highland Beach, FL
Town Clerk's Office

PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

Are you a resident of Highland Beach? Yes No

Are you a registered voter in Highland Beach/Palm Beach County, FL? Yes No

Are you currently serving on a Town Board? Yes No

Have you ever served on a Town Board/Committee? Yes No

If so, please indicate the Board(s)/Committee(s)? FINANCIAL ADVISORY BOARD Date of Service: 2014-20

Are you willing to attend monthly board meetings? In Person / Telecom Yes No

Per Town Code of Ordinance, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee. Yes No

Please list any special talent, qualification, education or professional experience that would contribute to your service on the Board/Committee you have selected?

- More than 35 years of executive financial and operations experience.
Served as Chief Executive Officer, Chief Financial Officer and Operations Officer for mostly publicly held companies.
Leadership in: Mergers & Acquisitions, Raising Capital, Public Companies Finance and Operations, Emerging Growth Situations, Restructuring/Turnaround.
- Adjunct Professor. New York State Stony Brook University.
- Partner at Tatum LLC, Executive Financial Leadership Services.

Please summarize your volunteer experience(s):

Served two terms on the Highland Beach Financial Advisory Board.
Former member of the Board the of Directors of the Regency Highland Condominium Association, Highland Beach, FL. Served as Secretary and Treasurer.

Florida Law requires appointed members on the Planning and Board of Adjustment and Appeals Boards to file a Form 1 - Statement of Financial Interests Disclosure form on an annual basis.

Vetting by the Board Chairperson. The Chairperson of each Board shall interview the applicant and submit a memorandum of recommendation to the Town Clerk's Office 14 days prior to the Town Commission Workshop Meeting for final appointment.

Palm Beach County Commission on Ethics requires appointed members to take the Code of Ethics Training every two (2) years.

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.


Signature of Applicant

DECEMBER 4, 2021
Date

Resume Attached.
SEE ABOVE

File Attachments for Item:

B. Approve and authorize the Town Manager to execute Work Authorization No. 2 with Hazen and Sawyer to rehabilitate Lift Station No. 2.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE: *March 25, 2025*
SUBMITTED BY: Pat Roman, Public Works Director
SUBJECT: Lift Station 2 Engineering Fees for Bidding

SUMMARY:

The Town of Highland Beach plans to rehabilitate Lift Station No. 2, one of its six wastewater lift stations. It will reuse existing components in good condition, such as the control panel replaced in 2019. Other electrical and mechanical parts will be replaced to meet current standards. The station will be elevated to enhance resilience and accessibility above the 100-year flood level. Key components like the control panel and valve vault access hatch will be raised to match the new elevation. The cost to prepare for engineering and bidding is \$78,753.00. This project supports our strategic 5-year capital improvement plan for our sewer infrastructure.

FISCAL IMPACT:

\$78,753.00 Engineering Cost; 402-535.000-531.000; Sewer – Professional Fees

ATTACHMENTS:

Hazen and Sawyer Scope of Services Work Authorization No. 2

RECOMMENDATION:

Commission Approval

SCOPE OF SERVICES

Town of Highland Beach

Work Authorization No. 2

Lift Station No. 2 Rehabilitation

Hazen and Sawyer (**CONSULTANT**) will complete the following tasks related to the design, engineering, and permitting for rehabilitation of Lift Station No. 2, located at approximately 3400 South Ocean Boulevard, which includes raising the elevation of the site including the valve vault and wet well lids top of concrete slab, the removal and reinstallation of the electrical control panel to a higher elevation, replacement of level indicators in kind, and installation of a concrete driveway.

PROJECT BACKGROUND

The Town of Highland Beach (Town) owns, maintains, and operates a total of six wastewater lift stations throughout the Town's service area. The Town intends to rehabilitate Lift Station No. 2 while reusing existing components that have been recently replaced. Lift Station No. 2 is a duplex station that is equipped with two 20 HP fixed speed pumps powered from a 480-volt, 3-phase service. The control panel was replaced in 2019, and the existing pumps are in good working condition. All other electrical and mechanical components will be replaced as needed and designed to current standards. The Town intends to raise the elevation of Lift Station No. 2 above the adjacent South Ocean Boulevard crown of the road to improve resiliency and accessibility and to ensure the site is above the 100-year flood elevation. Major items that will be elevated include the control panel, antenna, valve vault access hatch, and all other components necessary to match the proposed grade.

SCOPE OF SERVICES

Task 1 – Meetings

CONSULTANT will hold multiple meetings with the **TOWN** during the design of the described improvements. The anticipated meetings are listed below;

- Kickoff meeting to discuss the project details
- Meeting to review 60% design submittal materials
- Meeting to review 90% design submittal materials

Task 1 Deliverables:

CONSULTANT shall provide the following for the **TOWN**:

1. Meeting Minutes: **CONSULTANT** shall submit an electronic copy of the meeting minutes for each meeting held above.

Task 2 – Topographic Survey

CONSULTANT will prepare the drawings and specifications needed for construction. To the extent practicable, the **TOWN**'s Standard Front-End Documents and Standard Details will be utilized in compiling the Contract Documents.

TOWN has indicated there are no record drawings for Lift Station No. 2. **CONSULTANT** shall obtain the services of a Florida Licensed Surveyor to prepare a topographic survey of the project site. The topographic survey will be prepared in accordance with Rule 5J-17.050 (1) of the Standards of Practice adopted by the Board of Professional Surveyors and Mappers. The topography at major ground elevation changes to depict the existing ground profile and proposed project area, which shall include the following:

- Provide and reference existing County/Town benchmarks.
- Locations of existing features within the project area also include trees, fences, signs, light poles, and above-ground existing utilities.
- Cross sections spanning South Ocean Boulevard

In addition to the topographic survey, **CONSULTANT** shall perform field investigations to obtain site conditions, identify conflicts, site photos, and constructability concerns. Field measurements will be taken to assist with detailed layout and design.

Task 2 – Deliverables:

1. Topographic Survey – One (1) electronic version of the topographic survey will be provided.

Task 3 - Development of Contract Documents

CONSULTANT will address the following design elements in the construction documents:

- Replacement of the existing power meter, main disconnect, remote telemetry unit (RTU) panel, and antenna are not included to be replaced in this scope of work. However, these components will be raised consistently with the rest of the site components. A new antenna tower and concrete support are recommended to meet wind load requirements.
- The existing pumps, which will remain, are currently controlled by level floats. The Town has requested that these floats be replaced with a pressure transducer level control system with a backup high-water level alarm float.
- Replacement of the control valves, pump connections, check valves, and ancillary components within the valve vault, as well as the pump guide rails.
- The top slabs for the control panel, valve vault, and wet well will be raised to the proposed grade. The site will be regraded to match the new wet well, valve vault slab elevations, and a concrete driveway will be included from the edge of the asphalt walking path

adjacent to South Ocean Boulevard (State Road A1A) to the wet well.

A 60% complete set of construction drawings and list of specifications will be submitted to the **TOWN** for review and comment.

Upon receipt of comments from the **TOWN**, **CONSULTANT** will prepare and submit a 90% complete set of construction drawings and specifications to the **TOWN** for review and comment.

Upon receipt of comments from the **TOWN**, **CONSULTANT** will prepare and submit the final 100% complete set of construction documents to the **TOWN** for review and comment.

CONSULTANT will prepare a Class 3 OPCC as defined by the AACE International in Recommended Practices 18R-97 as part of the 100% milestone delivery. An estimate of this type is normally expected to be accurate within approximately plus 20 percent to minus 15 percent of the estimated cost.

Task 3 Deliverables:

CONSULTANT will provide the following to the **TOWN**:

1. 60% Construction Documents: PDF of the plans and List of Specifications will be provided.
2. 90% Construction Documents: PDF of the plans and a complete set of Specifications will be provided.
3. Final (100%) Construction Documents: Two (2) sets of half-size (11" x 17") sets of plans and a bound set of Specifications will be provided. PDF versions of plans and specifications will also be provided.
4. Class 3 OPCC: One (1) electronic version of the OPCC will be provided.

Task 4 – Permitting Services

CONSULTANT will apply for and obtain applicable permits and/or exemptions required for the construction of the proposed improvements and will respond to requests for additional information submitted by the regulatory agencies.

- Florida Department of Transportation

Task 4 Deliverables:

CONSULTANT will provide the following to the **TOWN**:

1. Permit Applications: **CONSULTANT** will submit to the **TOWN** the above permit applications for signature (as required).

Task 5 – Bid and Award Services

It is assumed that the **TOWN** will sell and distribute bid documents, conduct the pre-bid conference and bid opening, and address any administrative questions from prospective bidders.

CONSULTANT will assist the **TOWN** in the following ways:

- **CONSULTANT** will attend the pre-bid conference and assist the **TOWN** with any responses to technical questions regarding the bid documents.
- **CONSULTANT** will assist the **TOWN** in preparing addenda which relate to technical questions.
- **CONSULTANT** will review bids and provide a recommendation of award.
- **CONSULTANT** will prepare Conformed Drawings based on addenda issued. **TOWN** will prepare conformed specifications.

Task 5 Deliverables:

CONSULTANT will provide the following to the **TOWN**:

1. Recommendation of Award: Following evaluation of the lowest qualified bidder's proposal, **CONSULTANT** will submit to the **TOWN** the recommendation for award.
2. Bid Sets: PDF of plans and specifications will be provided.
3. Conformed Documents: Two (2) half-size (11" x 17") hard copy plans and two sets of bound specifications will be provided. One (1) electronic version of the plans will also be provided.

TIME OF COMPLETION

The time of completion for the deliverables described above is tabulated below.

Deliverable	Time to Completion (from NTP)
Task 1 – Meeting Minutes (kickoff, 60% design, 90% design)	1 week after meeting
Task 2 – Topographic Survey	8 weeks
Task 3 – Contract Documents	24 weeks
Task 4 – Permitting Services	26 weeks
Task 5 – Bid and Award Services	32 weeks

SCHEDULE OF FEES

Proposed labor costs for engineering services for Tasks 1-5 (Lump Sum or LS) are tabulated below.

Task	Fee
Task 1 – Meetings (LS)	\$7,686
Task 2 – Topographic Survey	\$9,327
Task 3 – Development of Contract Documents (LS)	\$50,043
Task 4 – Permitting Services (LS)	\$3,864
Task 5 – Bid and Award Services (LS)	\$7,833
Total	\$78,753

ASSUMPTIONS

- **TOWN** does not have record drawings.
- **CONSULTANT** will not include structural design for connection of proposed riser section to the existing base and to the top slab. The top slab of the wet well and of the valve vault are connected by a gasketed keyway and no structural design is required.
- **CONSULTANT** assumes that all work will be performed within FDOT's right-of-way. As such, the acquisition of easements is not anticipated. If required, **TOWN** will be responsible for the preparation of any descriptions, sketches, and acquisition of easements that may be required.
- **CONTRACTOR** will be responsible for record drawings, bypass pumping, MOT, and subsurface investigation
- No owner-purchased material and/or equipment is presumed.
- **TOWN** will handle public notification and interaction on the project.
- Standard Front-End Documents will be prepared/provided by the **TOWN**.
- The drawings and specifications will be prepared assuming that the **TOWN** will competitively bid this project in a single bid package and enter into a construction contract with one general contractor to complete the work.
- Existing control panels and pumps will be reused. No change of pumping capacity is required.
- No preliminary design report is included in this scope of work.
- Permit fee will be the responsibility of the **TOWN**.
- Permits other than FDOT ROW permit are not included in this scope of work.
- **TOWN** will prepare conformed specifications and provide **CONSULTANT** with one hard copy and one electronic copy of the Conformed Front-End Documents and Technical Specifications.

File Attachments for Item:

C. Approve and authorize the Mayor to execute a contract with Green Facility, Inc. in an amount of \$58,743.96 for janitorial services in accordance with Invitation to Bid (ITB) No. 25-001.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE 4/15/2025
SUBMITTED BY: Skender Coma, Senior Management Analyst
SUBJECT: EXECUTE AGREEMENT – BID NO. 25-001: JANITORIAL SERVICES

SUMMARY:

The Town issued Bid No. 25-001 for Janitorial Services on 1/21/25 due to the existing agreement expiring with no renewal options available. On 2/25/25, Town staff received and unsealed 15 bids, with Green Facility Inc. submitting the low bid of \$58,743.96. After reviewing their references and clearing all Criminal Justice Information Systems (CJIS) and Police Department background check procedures, Green Facility Inc. was determined to be responsible and responsive.

FISCAL IMPACT:

\$58,743.96 in year one with a 3% increase per renewal year

001-519.000-534.000

ATTACHMENTS:

Janitorial Services Agreement

Green Facility Inc. Bid

Bid No. 25-001 Tabulation Sheet and Compliance Checklist

RECOMMENDATION:

Execute agreement with Green Facility Inc. for Janitorial Services based on Bid No. 25-001.

CONTRACT FOR JANITORIAL SERVICES

THIS CONTRACT (“Contract”) is made this _____ day of _____, 2025, by and between the **Town of Highland Beach**, a Florida municipal corporation ("Town") and **Green Facility, Inc.**, a Florida corporation, with its principal address at 8530 NW 47th St., Coral Springs, Florida 33067 (“Contractor”).

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

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

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

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

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

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

Article 1. CONTRACT.

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

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

First Priority:	Duly executed change orders
Second Priority:	This contract
Third Priority:	Town’s Invitation to Bid (attached hereto as Exhibit “A”)
Fourth Priority:	Contractor’s Bid (attached hereto as Exhibit “B”)

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

1.3 Contract Price. The Contract Price shall be **FIFTY EIGHT THOUSAND SEVEN HUNDRED AND FORTY THREE DOLLARS AND NINETY SIX CENTS (\$58,743.96)** which shall be payable in accordance with Article 3 of this Contract. The Contract Price shall be increased at the time of renewal by three percent (3%) each renewal year. The Town may, from time to time, select additional services which shall be provided in accordance with the optional add on services pricing in the Contractor’s Bid, attached hereto as Exhibit “B”.

Article 2. SCOPE OF WORK.

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

FACILITIES

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

DAILY CLEANING – ALL COMMON AREAS

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

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

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

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

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

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

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

WEEKLY CLEANING – ALL COMMON AREAS

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

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

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

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

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

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

MONTHLY CLEANING – ALL COMMON AREAS

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

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

DAILY SERVICES – ALL RESTROOMS

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

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

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

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

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

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

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

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

WEEKLY SERVICES – ALL RESTROOMS

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

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

MIRRORS: Thoroughly cleaned and polished as necessary.

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

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

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

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

OPTIONAL SERVICES

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

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

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

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

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

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

Article 3. PAYMENT PROCEDURES

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

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

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

3.2 Notwithstanding the foregoing, the Town shall not be required to pay any amount that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Town.

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

Article 4. SUBCONTRACTORS

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

Article 5. CONTRACTOR'S REPRESENTATIONS

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

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

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

Article 6. INDEMNITY.

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

Article 7. TERM AND TERMINATION.

- 7.1 Term: The initial term of this Contract is for one (1) year. This Contract may be renewed by written agreement of the parties for up to four (4) additional terms of one (1) year upon the same terms and conditions as set forth herein.
- 7.2 Termination by the Town for Cause: The Town may terminate the Contract and the Contract

Documents if Contractor:

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

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

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

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

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

7.3 Termination by the Town for Convenience: The Town may, at any time, terminate the Contract and Contract Documents for the Town's convenience and without cause by giving not less than 30 days' written notice. Upon receipt of written notice from the Town of such termination for the Town's convenience, Contractor shall:

- (a) cease operations as directed by the Town in the notice;
- (b) take actions necessary, or that the Town may direct, for the protection and preservation of the Work; and
- (c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the Town's convenience, Contractor shall be entitled to receive payment for Work completed through the date of termination.

Article 8. INSURANCE.

Prior to commencing any services, the Contractor shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have

a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by the Town and the Contractor. All such insurance policies may not be modified or terminated without the express written authorization of the Town.

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

All insurance provided by Contractor shall name the Town as an additional insured and include a waiver of subrogation. All insurance, other than Worker’s Compensation, to be maintained by the Contractor shall apply on a primary and non-contributory basis. Failure to comply with the foregoing requirements shall not relieve Contractor of its liability and obligations under this Contract.

Article 9. PUBLIC RECORDS.

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

- A. Keep and maintain public records required by the Town to perform the service.
- B. Upon request from the Town’s custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if Contractor does not transfer the records to the Town.
- D. Upon completion of this Contract, transfer, at no cost, to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion

of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-278-4548, lgaskins@highlandbeach.us, OR BY MAIL AT TOWN OF HIGHLAND BEACH, 3614 S. Ocean Blvd., HIGHLAND BEACH, FL 33487.

Article 10. MISCELLANEOUS.

- 10.1 The Town and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 10.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the Town's prior written approval. Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the Contract Time, or change orders.
- 10.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 10.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 10.5 Entire Contract; Amendment and Waiver: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty, or other provision hereof

shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

- 10.6 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 10.7 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 10.8 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 10.9 Effective date: The effective date of this Contract is the date the Contract is approved by the Town Commission.
- 10.10 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 10.11 Independent Contractor: Contractor is and shall be, in the performance of the Scope of Work under this Contract, an independent contractor, and not an employee, agent, or servant of the Town. All persons engaged in any of the Scope of Work performed pursuant to this Contract shall at all times, and in all places, be subject to Contractor's sole direction, supervision, and control. Contractor shall exercise control over the means and manner in which it and its employees perform the Scope of Work.
- 10.12 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 10.13 Enforcement; Waiver of Jury Trial: If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS

- 10.14 Continuing Obligation: Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.
- 10.15 Waiver of Subrogation: Contractor hereby waives any and all rights to Subrogation against the Town, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.
- 10.16 Notice: Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the Town:

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

and to Contractor as follows:

Green Facility, Inc.
Attn: Ryan Flores
2900 N. University Dr., Suite 46
Coral Springs, FL 33065

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

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

not limited to acts of God, labor disputes or civil unrest.

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

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

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

- 10.23 Audit: Contractor shall permit the Town, or any authorized representatives of the Town, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the Contractor's performance under this Contract including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Contract.
- 10.24 E-Verify: Pursuant to Section 448.095(2), Florida Statutes, Contractor shall:
- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
 - B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
 - C. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to Town upon request;
 - D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
 - E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and.
 - F. Be aware that if Town terminates this Contract under Section 448.095(2)(e), Florida Statutes, Contractor may not be awarded a contract for at least one (1) year after the date on which this Contract is terminated and will be liable for any additional costs incurred by Town as a result of termination of this Contract.
- 10.25 Human Trafficking: Contractor, by signing this Contract as set forth below, attests that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

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

TOWN OF HIGHLAND BEACH, FLORIDA

By: _____
Mayor

ATTEST:

Approved as to form and legal sufficiency:

Lanelda Gaskins, Town Clerk

Leonard G. Rubin, Town Attorney

CONTRACTOR

Green Facility, Inc., a Florida corporation

By: _____
Chung Lee, President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Chung Lee, who was physically present, as President of Green Facility, Inc., which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Green Facility, Inc., to the same.

Notary Public

Print Name: _____

My commission expires: _____

EXHIBIT "A"

Town's Bid

EXHIBIT "B"

Contractor's Bid



INVITATION TO BID

FOR

JANITORIAL SERVICES

BID No.: 25-001

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

INVITATION TO BID
FOR
JANITORIAL SERVICES
BID No.: 25-001

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

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

LOBBYING / CONE OF SILENCE

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

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

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

SCOPE OF BID:

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

FACILITIES

Library – 10,338 sq ft

Town Hall/Police Dept. – 11,125 sq ft

Water Treatment Plant/Building Dept. – 19,840 sq ft

Fire Station Administration – 3,200 sq ft

DAILY CLEANING – ALL COMMON AREAS

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

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

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

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

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

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

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

WEEKLY CLEANING – ALL COMMON AREAS

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

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

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

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

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

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

MONTHLY CLEANING – ALL COMMON AREAS

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

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

DAILY SERVICES – ALL RESTROOMS

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

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

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

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

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

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

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

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

WEEKLY SERVICES – ALL RESTROOMS

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

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

MIRRORS: Thoroughly cleaned and polished as necessary.

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

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

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

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

OPTIONAL SERVICES

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

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

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

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

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

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

MANDATORY PRE-BID CONFERENCE:

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

BID OPENING:

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

Contact: **Skender Coma, Senior Management Analyst**
Telephone: (561) 278-4548; Email: scoma@highlandbeach.us

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

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

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

INVITATION TO BID
FOR
JANITORIAL SERVICES

BID No.: 25-001

Section 1 – SUBMITTAL INFORMATION

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

- F. PREPARATION OF BID: This Invitation to Bid (also referred to as “ITB” or “Bid”) provides the complete set of terms and conditions, specifications and bid forms for the required goods and/or services.

SUBMITTAL FORMS – Bidders must complete and submit the required forms for submittal to be considered a valid response.

- Bid Form
- Bidder’s Acknowledgement
- Non-Collusion Affidavit of Prime Bidder
- Anti-Kickback Affidavit
- Confirmation of a Drug Free Workplace
- Acknowledgement of PBC Inspector General
- Scrutinized Companies Certification Form
- Public Entity Crimes Sworn Statement
- Acknowledgment of Addendum(s) (if applicable)
- References

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

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

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.

GENERAL CONDITIONS FOR BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

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

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

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

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

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

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

**INVITATION TO BID
FOR
JANITORIAL SERVICES
BID No.: 25-001**

SCOPE OF WORK:

General

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

FACILITIES

Library – 10,338 sq ft

Town Hall/Police Dept. – 11,125 sq ft

Water Treatment Plant/Building Dept. – 19,840 sq ft

Fire Station Administration – 3,200 sq ft

DAILY CLEANING – ALL COMMON AREAS

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

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

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

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

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

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

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

WEEKLY CLEANING – ALL COMMON AREAS

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

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

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

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

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

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

MONTHLY CLEANING – ALL COMMON AREAS

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

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

DAILY SERVICES – ALL RESTROOMS

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

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

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

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

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

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

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

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

WEEKLY SERVICES – ALL RESTROOMS

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

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

MIRRORS: Thoroughly cleaned and polished as necessary.

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

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

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

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

OPTIONAL SERVICES

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

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

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

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

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

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

INVITATION TO BID
FOR
JANITORIAL SERVICES
BID No.: 25-001
BID PROPOSAL

Date: _____

To All Bidders:

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

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

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

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

TOTAL COST OF BASE BID (ITEM NO. 1 ONLY)

\$ _____

COMPANY NAME

AUTHORIZED SIGNATURE

PRINTED NAME

(_____) _____
TELEPHONE NUMBER

TITLE

E-MAIL ADDRESS

Attachment "A"
Town of Highland Beach
INSURANCE ADVISORY FORM

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

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

BIDDER ACKNOWLEDGEMENT

Submit Bids to: Clerk's Office
3614 South Ocean Blvd.
Highland Beach, FL 33487
Telephone: (561) 278-4548

Bid Title: **"JANITORIAL SERVICES"**

Bid Number: **25-001**

Bid Due: **February 25, 2025, NO LATER THAN 2:00 P.M. (LOCAL TIME)**

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the Town.

Name of Bidder: _____

Federal I.D. Number: _____

A Corporation of the State of: _____

Area Code: _____ Telephone Number: _____

Area Code: _____ FAX Number: _____

Mailing Address: _____

City/State/Zip: _____

Vendor Mailing Date: _____

E-Mail Address: _____

Authorized Signature

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Highland Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
NAME - SIGNATURE

Sworn and subscribed before me by means of ___ physical presence or ___ online notarization
this _____ day of _____, 20 _____

Printed Information:

NAME

TITLE

NOTARY PUBLIC, State of Florida
at Large

COMPANY

"OFFICIAL NOTARY SEAL" STAMP

CONFIRMATION OF DRUG-FREE WORKPLACE

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

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

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

Bidder's Signature

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

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

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

BIDDER NAME

By _____

Title: _____

Date: _____

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

This sworn statement is submitted to the Town of Highland 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 Iran Terrorism Sectors List; and
 - C. Has not engaged in business operations in Cuba or Syria.

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

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

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

(Signature)

The foregoing document was sworn and subscribed before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 2025 by _____, as _____ of _____ who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

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

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

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

_____ *(Print individual's name and title)*

For: _____ *(Print name of entity submitting sworn statement)*

Whose business address is:

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement

_____.)

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

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), FLORIDA STATUTES, means a finding of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

a. A predecessor or successor of a person convicted of a public entity crime; or

b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or 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 (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Bidder list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD 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 by means of ___ physical presence or ___ online notarization this _____ day of _____, 2025 by _____, as _____ of _____ who is personally known to me or produced

_____ as identification.

Notary Public
My Commission Expires:

A D D E N D A

TOWN OF HIGHLAND BEACH
FLORIDA

BID TITLE: **“JANITORIAL SERVICES”**

BID NO.: 25-001

DATE SUBMITTED: _____

We propose and agree, if this submittal is accepted, to contract with the Town of Highland Beach, in the Contract Form, to furnish all material, means of transportation, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by: The Town of Highland Beach

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM	DATE	ADDENDUM	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS

REFERENCES FOR _____
(NAME OF FIRM)

Company Name:

Address:

Years/Description of Services:

Contact Name:

Phone:

Fax:

E-Mail:

Company Name:

Address:

Years/Description of Services:

Contact Name:

Phone:

Fax:

E-Mail:

Company Name:

Address:

Years/Description of Services:

Contact Name:

Phone:

Fax:

E-Mail:

“DRAFT”

SUBJECT TO REVISIONS PRIOR TO SIGNING

I. CONTRACT FOR JANITORIAL SERVICES

THIS CONTRACT (“Contract”) is made this ____ day of _____, 2025, by and between the **Town of Highland Beach**, a Florida municipal corporation (“Town”) and _____, a Florida corporation, with its principal address at _____ (“Contractor”).

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

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

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

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

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

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

Article 1. CONTRACT.

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

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

- First Priority: Duly executed change orders
- Second Priority: This contract
- Third Priority: Town’s Bid (attached hereto as **Exhibit “A”**)
- Fourth Priority: Contractor’s proposal (attached hereto as **Exhibit “B”**)

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

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

Article 2. SCOPE OF WORK.

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

FACILITIES

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

DAILY CLEANING – ALL COMMON AREAS

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

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

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

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

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

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

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

WEEKLY CLEANING – ALL COMMON AREAS

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

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

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

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

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

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

MONTHLY CLEANING – ALL COMMON AREAS

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

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

DAILY SERVICES – ALL RESTROOMS

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

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

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

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

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

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

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

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

WEEKLY SERVICES – ALL RESTROOMS

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

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

MIRRORS: Thoroughly cleaned and polished as necessary.

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

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

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

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

OPTIONAL SERVICES

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

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

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

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

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

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

Article 3. PAYMENT PROCEDURES

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

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

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

3.2 Reserved.

3.3 Reserved.

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

Article 4. SUBCONTRACTORS

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

Article 5. CONTRACTOR'S REPRESENTATIONS

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

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

5.2 Contractor has obtained at its own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, investigations, explorations, and test reports which pertain to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

5.3 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

5.4 Contractor has given the Contract Administrator written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the resolution thereof is acceptable to the Contractor.

Article 6. INDEMNITY.

6.1 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Town, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. Contractor shall not be responsible for or be required to indemnify the Town for the Town's own negligent acts or omissions or those of its officers or employees.

6.2 Contractor's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of Contractor against the Town, its officers or employees and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

6.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes (as amended), and shall survive the termination of this Contract. Nothing contained in the foregoing indemnification or the Contract Documents shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, or as an agreement by the Town to indemnify Contractor for any purpose or matter.

Article 7. TERMINATION.

7.1 Termination by the Town for Cause: The Town may terminate the Contract and the Contract Documents if Contractor:

- (a) refuses or fails to supply enough properly skilled workers or proper materials;

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

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

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

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

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

7.2 Termination by the Town for Convenience: The Town may, at any time, terminate the Contract and Contract Documents for the Town's convenience and without cause. Upon receipt of written notice from the Town of such termination for the Town's convenience, Contractor shall:

- (a) cease operations as directed by the Town in the notice;
- (b) take actions necessary, or that the Town may direct, for the protection and preservation of the Work; and
- (c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

Article 8. INSURANCE.

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

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

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

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

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

Article 9. PUBLIC RECORDS.

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-278-4548, lgaskins@highlandbeach.us, OR BY MAIL AT TOWN OF HIGHLAND BEACH, 3614 S. Ocean Blvd., HIGHLAND BEACH, FL 33487.

Article 10. MISCELLANEOUS.

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

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

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

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

and to Contractor as follows:

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

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

10.19 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, Contractor acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

10.20 Scrutinized Companies: Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Contract at its sole option Contractor or any of its subcontractors are found to have submitted a false certification; or if Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

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

10.21 Protection of Property: Contractor shall at all times guard against damage or loss to the property of the Town or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Town may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of Contractor or its agents. Contractor shall be responsible to safeguard all of their property such as tools and equipment while on site. The Town will not be held responsible for any loss of Contractor property due to theft or vandalism.

10.22 Defects: Contractor warrants that all goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following completion of all services unless a longer manufacturer warranty applies. The undersigned, upon notice of such defect, shall make the foregoing repairs as soon as reasonably possible or, if such repairs have already been made by the Town, the undersigned, upon receipt of evidence of the costs reasonably incurred by the Town in the making of such repairs, shall forthwith refund same to the Town. Anything herein to the contrary notwithstanding, the Town shall have the sole obligation to perform all maintenance required. Accordingly, the undersigned shall have no liability hereunder in the event that the repairs result from the failure of the Town to properly maintain same or misuse or abuse (except, however, nothing contained herein shall be construed to release the undersigned from liability for damage or defect caused by acts of the undersigned or its employees or agents in

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

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

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

TOWN OF HIGHLAND BEACH, FLORIDA

By: _____
Mayor

ATTEST:

Approved as to form and legal sufficiency:

Lanelda Gaskins, Town Clerk

Leonard G. Rubin, Town Attorney

CONTRACTOR

By: _____

Print Name:
Title:

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, who was physically present, as _____ (title), of _____, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____(Contractor), to the same.

Notary Public

Print Name: _____
My commission expires: _____

EXHIBIT “A”

Town’s Bid

EXHIBIT “B”

Contractor’s Bid

EXHIBIT B

INVITATION TO BID

FOR

JANITORIAL SERVICES

BID No.: 25-001

BID PROPOSAL

Date: 02/14/2025

To All Bidders:

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

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

ITEM NO.	DESCRIPTION	UNIT		UNIT PRICE
1	Janitorial Services	Lump Sum (Per Year)	\$	58,743.96
	OPTIONAL ADD ON SERVICES – WILL NOT AFFECT BID SELECTION			
2	Carpets	Lump Sum (Per Year)	\$	8,684.20
3	Tile Floors	Lump Sum (Per Year)	\$	2,208.60
4	Wood Floors	Lump Sum (Per Year)	\$	738.85
5	Window Washing (Interior)	Lump Sum (Per Year)	\$	280.00
6	Window Washing (Exterior)	Lump Sum (Per Year)	\$	280.00

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
7	Storm Remediation / Special Events	Lump Sum (Per Year)	\$ 22/hr

TOTAL COST OF BASE BID (ITEM NO. 1 ONLY)

\$ 58,743.96

Green Facility Inc

COMPANY NAME

(561) 947 - 0571

TELEPHONE NUMBER

ryan@gficlean.com

E-MAIL ADDRESS

Ryan Flores

AUTHORIZED SIGNATURE

RYAN FLORES

PRINTED NAME

Client Relationship Manager

TITLE

Attachment "A"
Town of Highland Beach
INSURANCE ADVISORY FORM

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

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

BIDDER ACKNOWLEDGEMENT

Submit Bids to: Clerk's Office
3614 South Ocean Blvd.
Highland Beach, FL 33487
Telephone: (561) 278-4548

Bid Title: **"JANITORIAL SERVICES"**

Bid Number: **25-001**

Bid Due: **February 25, 2025, NO LATER THAN 2:00 P.M. (LOCAL TIME)**

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the Town.

Name of Bidder: Green Facility Inc

Federal I.D. Number: 27-3863431

A Corporation of the State of: Florida

Area Code: _____ Telephone Number: 1(888)239-0380

Area Code: _____ FAX Number: _____

Mailing Address: 2900 North University Drive, Suite 46

City/State/Zip: Coral Springs, FL, 33065

Vendor Mailing Date: 02/17/2025

E-Mail Address: ryan@gficlean.com

Ryan Flores
Authorized Signature

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)

County of Orange)

Ryan Flores, being first duly sworn, deposes and says that:

- 1) He is Client Relationship Manager of Green Facility Inc,
 (Title) (Name of Corporation or Firm)
 the bidder that has submitted the attached bid;
- 2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- 3) Said bid is genuine and is not a collusive or sham bid;
- 4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Highland Beach or any person interested in the proposed Contract; and
- 5) **The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.**

(Signed) *Ryan Flores*

Subscribed and sworn to before me

(Title) Client Relationship Manager

This 14 day of February, 2025

F-462-730-94-006-D

My commission expires June 13, 2027



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Highland Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: [Signature]
NAME - SIGNATURE

Sworn and subscribed before me by means of physical presence or online notarization this 14 day of February, 2025

Printed Information:

RYAN FLORES
NAME

CLIENT RELATIONSHIP MANAGER
TITLE

FLDL-462-730-94-006-0

Green Facility Inc.
COMPANY

[Signature]
NOTARY PUBLIC, State of Florida
at Large



"OFFICIAL NOTARY SEAL" STAMP

CONFIRMATION OF DRUG-FREE WORKPLACE

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

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

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



Bidder's Signature

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

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

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

Green Facility Inc

BIDDER NAME

By Ryan Flores

Title: Client Relationship Manager

Date: 01/24/2025

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

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

by Ryan Flores
(print individual's name and title)
for Green Facility Inc
(print name of entity submitting sworn statement)

whose business address is 2900 North University Drive, Suite 46, Coral Springs, FL 33065

and (if applicable) its Federal Employer Identification Number (FEIN) is: 27-3863431

(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 Iran Terrorism Sectors List; and
 - C. Has not engaged in business operations in Cuba or Syria.

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

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

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

[Handwritten Signature]

(Signature)

The foregoing document was sworn and subscribed before me by means of physical presence or online notarization this 14 day of February, 2025 by Ryan J Flores, as

FLDL-F 462-730-94-006-0 who is personally known to me or produced as identification.

[Handwritten Signature]

Notary Public

My Commission Expires:



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

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

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

Ryan Flores Client Relationship Manager

(Print individual's name and title)

For: Green Facility Inc

(Print name of entity submitting sworn statement)

Whose business address is:

2900 North University Drive, Suite 46, Coral Springs, FL 33065

And (if applicable) its Federal Employer Identification Number (FEIN) is: 27-3863431

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement

_____.)

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

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), FLORIDA STATUTES, means a finding of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

a. A predecessor or successor of a person convicted of a public entity crime; or

b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who

7LDL-F 462-730-94-006-0 as identification.

Miriam Sanchez

Notary Public
My Commission Expires:



A D D E N D A

TOWN OF HIGHLAND BEACH
FLORIDA

BID TITLE: **“JANITORIAL SERVICES”**

BID NO.: 25-001

DATE SUBMITTED: 02/17/2025

We propose and agree, if this submittal is accepted, to contract with the Town of Highland Beach, in the Contract Form, to furnish all material, means of transportation, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by: The Town of Highland Beach

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM	DATE	ADDENDUM	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS

REFERENCES FOR Green Facility Inc
(NAME OF FIRM)

Company Name: Red Apple Services, LLC		
Address: 800 Corporate Drive, Suite 700, Fort Lauderdale, FL 33334		
Years/Description of Services: Servicing 21 Charter Schools and 6 Therapy Schools across all of Florida for 10+ years.		
Contact Name: Keith Jaggon		
Phone: (954) 376-6844	Fax:	E-Mail: kjaggon@redappleservices.com
Company Name: Endeavor Schools		
Address: 9350 South Dixie Highway, Suite 950, Miami, Florida 33156		
Years/Description of Services: In Orlando, we service 6 school campuses for a total of 158,553 sqft for 10+ years		
Contact Name: Michael Sellard		
Phone: (305)677-8670	Fax:	E-Mail: msellard@endeavorschools.com
Company Name: City of Sunny Isles Beach		
Address: 18070 Collins Avenue, Sunny Isles Beach, FL, 33160		
Years/Description of Services: Cleaning of 7 state building with quarterly, bi-annual, and tri-annual requirements for 3 years		
Contact Name: Fabricio Volpi		
Phone: (305)792-1930	Fax:	E-Mail: fvolpi@sibfl.net

JANITORIAL SERVICES

BID DUE DATE: 2/25/25
 BID NO. 25-001

"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

VENDORS	Business Name: AAA Facility Solutions Address: 4275 NW 1st Ave. Boca Raton, FL 33431 Contact Info: Armando Sanchez 561-235-5236 armando.aaafs@gmail.com
TOTAL BID PRICE	\$69,588.00
ORIGINAL, ONE (1) COPY, AND ONE (1) ELECTRONIC COPY	X
BIDDER'S ACKNOWLEDGEMENT	X
NON-COLLUSION AFFIDAVIT	X
ANTI-KICKBACK AFFIDAVIT	X
CONFIRMATION OF A DRUG FREE WORKPLACE	X
ACKNOWLEDGEMENT OF PBC INSPECTOR GENERAL	X
SCRUTINIZED COMPANIES CERTIFICATION FORM	X
PUBLIC ENTITY CRIMES SWORN STATEMENT	X
ADDENDA ACKNOWLEDGEMENT	X
REFERENCES	X
COMMENTS:	

Opened by: Skender Coma 2/25/25
 Tabulated by: Skender Coma 2/26/25

<p>Business Name: All Pro Janitorial</p> <p>Address: 10458 Smokehouse Bay Dr. Naples, FL 34120</p> <p>Contact Info: Lorenzo Jenkins</p> <p>239-707-5616 jenkins9117@earthlink.net</p>	<p>Business Name: Amer Plus Janitorial Maintenance</p> <p>Address: 3600 South State Rd. 7 Ste. 339 Miramar, FL 33023</p> <p>Contact Info: Stephannie Cetoute</p> <p>305-725-2385 scetoute@amerpluscleaning.com</p>
\$87,300.00	\$110,500.00
X	X
X	X
X	X
X	X
X	X
X	X
X	X
X	X
X	X
X	X

Business Name: American Facility Services Address: 1325 Union Hill Industrial Ct. Ste. A Alpharetta, GA 30004 Contact Info: Harold Angel 770-740-1613 hangel@amfacility.com	Business Name: Ceiling to Floor Cleaning Address: 2003 Mears Pkwy. Margate, FL 33063 Contact Info: Aisha Styles 954-662-2735 info@ctfcleaning.com
\$82,800.00	\$78,000.00
X	X
X	X
X	X
	X
X	X
	X
X	X
X	X
X	X
X	X
X	X
X	X
X	X

Business Name: Marsden Services	Business Name: PCP Cleaning
Address: 1388 SW 8th St. Pompano Beach, FL 33069 Contact Info: Shazard Ali	Address: 9737 Campi Dr. Wellington, FL 33467 Contact Info: Adriane Grim
305-340-7524 Sali@marsden.com	754-213-7282 adriane@pcpcleaning.net
\$63,362.82	\$69,420.00*
X	X
X	X
X	X
X	X
X	X
X	X
X	X
X	X
X	X
X	X
X	X

Business Name: Building Service Industries Address: 3907 Woodview Dr. Winston Salem, NC 27106 Contact Info: Juan Rodriguez	Business Name: Cleaning Management Systems Address: 150 S Pine Island Rd. Plantation, FL 33324 Contact Info: Claudia de la Hoz 954-548-6753 claudiacleaning1@gmail.com
\$72,756.00*	\$1,022,678.88**
X	X
X	X
X	X
X	X
X	X
X	X
X	X
X	X
X	
X	

File Attachments for Item:

A. Designation of the Town's Voting Delegates to Palm Beach County League of Cities for 2025/2026.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission
MEETING DATE *04/15/2025*
SUBMITTED BY: Lanelda Gaskins, Town Clerk's Office
SUBJECT: Designation of the Town's Voting Delegates to Palm Beach County League of Cities for 2025/2026

SUMMARY:

Every year the Palm Beach County League of Cities encourage municipalities to designate elected officials to serve as a voting delegate and alternate(s) to the Palm Beach County League of Cities, Inc. These representatives are authorized to vote on behalf of the municipality at League of Cities general membership meetings and/or function of the general membership.

The League of Cities is currently requesting each municipality submit their nominations to nominate their voting delegates and provide the information to them by April 16.

Staff respectfully request that the Town Commission designate one voting delegate and one or more alternate(s) to represent the Town for the 2025/2026 term.

FISCAL IMPACT:

Per Diem Reimbursement

ATTACHMENTS:

Palm Beach County League of Cities Voting Delegate Form

RECOMMENDATION:

Designate an elected official to serve as the Town's voting delegate, and one or more elected officials as alternate(s) to Palm Beach League of Cities for 2025/2026.



Designation of Voting Delegate & Alternate(s) to the Palm Beach County League of Cities, Inc.

In accordance with Article Four of the Bylaws of the Palm Beach County League of Cities, Inc., as amended January 25, 2017, the governing body of (City, Town, or Village name):

Town of Highland Beach

Took the official action and designated the following voting delegate and alternate(s) to vote on behalf of the above named municipality at any League of Cities general membership meeting, special general membership meeting and/or function of the general membership. This designation applies **ONLY** to weighting voting items for the General Membership.

Voting Delegate: _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Action taken this _____ day of _____, 2025

_____ *Mayor Signature*

Attest:

_____ *Clerk Signature (SEAL)*

File Attachments for Item:

B. Resolution No. 2025-012

A Resolution of the Town Commission of the Town of Highland Beach, Florida, terminating the Town's 401(A) Defined Contribution Plan; and providing for an effective date.



RESOLUTION NO. 2025-012

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, TERMINATING THE TOWN'S 401(A) DEFINED CONTRIBUTION PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Town of Highland Beach, hereinafter referred to as the "Plan Sponsor," established the Town of Highland Beach 401(a) Plan – 106234, (the "Plan") for the benefit of its eligible employees; and

WHEREAS, the Plan Sponsor has determined that it is in the best interest of the Plan Sponsor and its employees to terminate the Plan, as another retirement plan option is in currently in place; and

WHEREAS, the Town Commission determines that the adoption of this Resolution is in the best interests of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, THAT:

Section 1. The foregoing recitals are ratified and incorporated herein.

Section 2. The Town Commission hereby terminates the Town of Highland Beach 401(a) Plan – 106234 effective April 15, 2025.

Section 3. The Town Commission hereby authorizes and directs Mission Square, or such other person designated by the Town of Highland Beach, to take all actions necessary or appropriate to effectuate the termination of the Plan, including but not limited to:

- A. Notifying plan participants and beneficiaries of the Plan termination in accordance with applicable laws and regulations;
- B. Distributing plan assets to participants and beneficiaries in accordance with the Plan document and applicable laws and regulations;
- C. Filing all necessary documents with the appropriate governmental agencies, including the Internal Revenue Service (IRS) and the Department of Labor (DOL), to effectuate the termination of the Plan; and
- D. Taking any other actions necessary or appropriate to wind up the affairs of the Plan.

Section 4. The Town Commission hereby ratifies, approves, and confirms all actions taken by Mission Square, or such other person authorized by the Town, in connection with the termination of the Plan and authorizes and directs the appropriate officers of the Town

of Highland Beach to execute and deliver any documents and take any other actions necessary or appropriate to carry out the purposes of this Resolution.

Section 5. That this Resolution shall be in full force and effect immediately upon passage and adoption.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this **15th** day of **April 2025**.

ATTEST:

Natasha Moore, Mayor

**REVIEWED FOR LEGAL
SUFFICIENCY**

Lanelda Gaskins, MMC
Town Clerk

Leonard G. Rubin, Town Attorney
Town of Highland Beach

VOTES:

YES NO

Mayor Natasha Moore
Vice Mayor David Stern
Commissioner Donald Peters
Commissioner Judith M. Goldberg
Commissioner Jason Chudnofsky