

SPECIFICATIONS, GENERAL TERMS AND CONDITIONS

**Request for Proposals**

**TOWN CENTER RESTROOM RENOVATION PROJECT**



TOWN OF JUNO BEACH  
340 OCEAN DRIVE  
JUNO BEACH, FL 33408

ANDREA DOBBINS  
PROJECT COORDINATOR/  
RISK MANAGER  
(561) 656-0326

# **TOWN CENTER RENOVATION PROJECT**

## **TABLE OF CONTENTS**

Request for Proposals	Pg 3
Instructions to Proposers and Terms and Conditions	Pgs 4-9
Evaluation Criteria for Proposers	Pg 10
Introduction, Proposal Response Format, Scope of Work/Specifications	Pgs 11-12
Drug Free Workplace	Pg 13
Public Entity Crime Statement	Pgs 14-15
Scrutinized Vendor Certification	Pgs 16-17
Proposal Form	Pg 18
Summary of Proposal Items	Pgs 19-20
Contract for Services	Pgs 21-31
Architectural Drawings (Floor plan & Plumbing)	“Attachment A”
Armstrong Commercial Luxury Vinyl Tile Specifications	“Attachment B”

## **REQUEST FOR PROPOSALS**

The Town of Juno Beach will be receiving sealed proposals from qualified contractors to **Renovate the Public Restroom Facilities in the Juno Beach Town Center**. This project will include, but is not limited to:

- Remove and replace 3 commercial grade toilets and 1 urinal. Units to be replaced with water saving features meeting the current EPA recommendation of 1.28gpf for the toilets and 1.0gpf for the urinal. (Proposer to provide specifications of proposed toilets & urinal)
- Remove all wall tile, repair drywall, and repaint both bathrooms (paint *color* to be provided by the Town)
- Remove existing floor tile, *if necessary*, and install new vinyl “Armstrong Commercial Luxury Vinyl Tile” flooring and vinyl baseboards. (Proposer to provide vinyl flooring/baseboard specifications; *color* to be selected by the Town)
- Replace the existing partitions with new stainless-steel partitions (Proposer to provide partition specifications)
- Remove & replace laminate countertops in each bathroom with comparable countertops. Replace two (2) sinks and two (2) faucets. (Proposer to provide countertop specifications; *color* to be selected by the Town)

**A mandatory pre-proposal meeting will be held at the Town Center on Friday, February 16, 2024 at 10:00 a.m.** Interested firms shall submit one (1) original and four (4) copies in a sealed envelope bearing the name and address of the firm and the words **“Town Center Restroom Renovation Project”** to Town of Juno Beach, 340 Ocean Drive, Juno Beach, Florida 33408 by **11:00 a.m. on Thursday, March 28, 2024**. Any proposals received after the date and time specified will not be accepted and shall be returned unopened to the Proposer. All proposals will be publicly opened and acknowledged in the Town Council Chambers. The Request for Proposals is open to inspection and may be obtained at the Town of Juno Beach, 340 Ocean Drive, Juno Beach, Florida 33408, on the Town’s website [www.juno-beach.fl.us](http://www.juno-beach.fl.us), Demandstar.com, VendorRegistry.com or by contacting Andrea Dobbins, Project Coordinator/Risk Manager, (561) 656-0326 or [adobbins@juno-beach.fl.us](mailto:adobbins@juno-beach.fl.us). Electronic copies are free of charge.

No proposal may be withdrawn for a period of 60 days after the scheduled closing date for the receipt of proposals except as otherwise provided in the Instructions to Proposers and Terms and Conditions. The Town of Juno Beach reserves the right to reject any or all proposals, to waive technicalities, and to re-advertise. The award, if made, will be to the lowest responsive, responsible Proposer as determined solely by the Town.

TOWN OF JUNO BEACH, FLORIDA  
Andrea Dobbins, Project Coordinator/Risk Manager  
Publish: Palm Beach Post  
Sunday, February 4, 2024

# INSTRUCTIONS TO PROPOSERS AND TERMS AND CONDITIONS

## GENERAL INFORMATION

The Proposal Documents consist of:

1. Request for Proposals;
2. Instructions to Proposers and Terms and Conditions;
3. Introduction, Proposal Response Format, Scope of Work/Specifications;
4. Proposal Form;
5. Drug Free Workplace Certification;
6. Sworn Statement on Public Entity Crimes;
7. Scrutinized Vendor Certification;
8. Standard Contract for Services; and
9. Architectural Drawings (floor plan & plumbing).

Complete sets of the Proposal Documents shall be used in preparing the Proposal. The Town of Juno Beach (“Owner”) does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets. The Proposal Form is to be filled in, signed, and all required documents are to be placed in a sealed envelope bearing the words “**Town Center Restroom Renovation Project**” on the outside and mailed and received by or hand-delivered to the Project Coordinator on or before the specified time and date.

It is the sole responsibility of the Proposer to ensure that the Proposal is received by the Project Coordinator on or before the closing date and time. The Town shall in no way be responsible for delays caused by any other occurrence. Proposals submitted by email or facsimile will not be accepted.

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

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

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

All corrections made by a Proposer to the proposal price must be initialed.

Proposers shall not be allowed to modify their proposals after the opening time and date.

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

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

For information concerning this Proposal, please contact:

Andrea Dobbins, Project Coordinator/Risk Manager  
Town of Juno Beach  
340 Ocean Drive  
Juno Beach, FL 33408

**All questions must be submitted in writing by fax to 561-656-0327 or by email to [adobbins@juno-beach.fl.us](mailto:adobbins@juno-beach.fl.us) no later than 3:00pm EST, on March 8, 2024.**

Questions submitted after that date and time shall not be answered nor considered grounds for a protest.

Note: Written requirements in the Request for Proposals or any Addenda are binding, oral communications are not.

#### CALENDAR OF EVENTS

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the Town finds it necessary to change any of these dates/times, it will be accomplished by Addendum. All listed times are Eastern Standard Time (EST) in Juno Beach, Florida.

<u>Date/Time</u>	<u>Action/Activity</u>
February 5, 2024	RFP available on Town website and other links
February 16, 2024, 10:00am	Mandatory Pre-Proposal Meeting
March 8, 2024, 3:00pm	Questions Due from Proposers
March 28, 2024, 11:00am	RFP Due/Proposals Acknowledged Publically
<b>April 10, 2024, 10:00am</b>	<b>Evaluation Committee to review proposals</b>
April 24, 2024	Town Council to evaluate and award proposal

#### ACCEPTANCE/REJECTION

The Town reserves the right to accept or to reject any or all proposals in whole or in part, with or without cause, to waive any informalities and technicalities and to make the award to the Proposer, who in the opinion of the Town, is the lowest responsive, responsible Proposer and whose Proposal will be most advantageous to the Town. The Town also reserves the right to reject the Proposal of any Proposer who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The Town reserves the right to request a re-proposal.

### ADDITIONAL TERMS AND CONDITIONS

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

### INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any Proposer as to the meaning of the Proposal Documents. Any inquiry or request for interpretation received after the date posted for written questions will not be considered. All such changes and interpretations will be made in writing in the form of an Addendum and, if issued, will be mailed or sent by available means to all known prospective Proposers prior to the established Proposal opening date. Submission of a Proposal constitutes acknowledgment by the Proposer of the receipt of Addenda. All Addenda are a part of the Proposal Documents and each Proposer will be bound by such Addenda, whether or not actually received. It is the responsibility of each Proposer to verify that they have received all Addenda issued before Proposals are opened. Town personnel are not authorized to interpret or modify the written Proposal requirements, except through the issuance of Addenda.

### CONTRACTUAL AGREEMENT

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

### FEDERAL AND STATE TAX

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

### LEGAL REQUIREMENTS

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

### VARIANCES

The Proposer shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications for the Contract being proposed. For purposes of proposal evaluation, Proposers must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with the specifications, terms and conditions as given herein. The Town, in the exercise of its discretion, reserves the right to reject any variance to the terms and conditions.

#### TRADE, BRAND NAMES

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limited competition. The Town reserves the right, however, to order specific brand/manufacture items on a “NO SUBSTITUTE” basis where those items have been found by usage and experience to be the most durable, suitable, and acceptable for operational conditions of the Town.

#### AWARD

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

#### PROPOSAL WITHDRAWAL

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

If, within twenty-four hours (24) after Proposals are opened, any Proposer files a duly signed written notice with Owner and promptly demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his/her Proposal, that Proposer may withdraw their Proposal. Thereafter, that Proposer will be disqualified from further proposals on the work.

#### CERTIFICATION

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

#### NON-APPROPRIATIONS

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

#### PROPOSAL FORMS

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

- (A) Proposals must be made on the blanks provided herewith. The blank spaces in the proposal form must be filled in, regardless of whether quantities are shown, and no change shall be made either in the phraseology of, or in the items mentioned in the proposal form.
- (B) Lump sum proposals shall be shown in figures on the Proposal Form provided in this package.
- (C) Any proposal which does not contain prices set opposite each of the items for which there is a blank space, or any proposal which in any manner fails to conform to the condition of the published notice may be rejected.
- (D) Proposals must be signed in ink by the Proposer with the signature in full.
- (E) Proposals that contain any omission, erasure, alteration, addition or item not called for, or that show irregularities of any kind, will be considered as informal or irregular. This will constitute cause for the rejection of the Proposal.
- (F) If a Proposer wishes to change prices, they shall strike the price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the proposal. Any changes or alteration of prices in the proposal must be initialed. Failure to initial these changes or illegible entries or corrections or prices will be cause for the rejection of the proposal as informal or irregular.

#### QUALIFICATION OF PROPOSERS

This proposal shall be awarded only to a responsible Proposer, qualified by experience to provide the work specified. The Proposer shall submit the following information with his proposal:

- A. Experience record showing the Proposer's completion of similar projects. List of at least three (3) projects with a brief description of similar work performed; please include location, date of contract, contact name, telephone number and address of owner.**
- B. Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.**
- C. Evidence of the contractor to adequately perform all work requested; list of personnel and equipment.**
- D. Price of Proposal**

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

#### SITE ACCESS AND DUTIES

For the performance of the contract, the contractor will be permitted to occupy such portions of the site as permitted by the owner or his representative. A reasonable amount of tools, materials



or equipment for construction purposes may be stored in such place, but not more than is necessary to avoid delays in construction. Excavated and waste materials shall be piled or stocked in such a way as to not interfere with spaces that may be designated to be left free and unobstructed, not to inconvenience other contractors or the owners.

Upon completion of the work and before acceptance and final payment is made, the contractor shall clean and remove from the site of the work, surplus and discarded materials, temporary structures and debris of every kind. He shall leave the site of work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work will be disposed of at locations satisfactory to the owner.

#### REGULATIONS, PERMITS AND FEES

The selected proposer will be required to obtain at its own expense all permits and/or licenses required to provide the required goods and/or services to the Town. The selected proposer must comply with all Federal, State and local laws and regulations that may apply. *A Juno Beach building permit is required for this project; NO FEES will be imposed on the selected proposer.*

#### CONE OF SILENCE

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

#### SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

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

EVALUATION CRITERIA FOR PROPOSERS

Proposers shall be ranked based on the following criteria.

<b>Max Points</b>	<b>Category</b>	<b>Points Awarded</b>
25	<i>Vendor References- Experience record showing the Proposer's completion of similar projects. List at least three (3) jobs with a brief description of similar work performed (please include location, date of contract, name, telephone number and address of owner/contact person).</i>	
15	<i>Vendor Qualifications- Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.</i>	
10	<i>Personnel &amp; Equipment- Please provide evidence of qualified personnel and a list of company equipment</i>	
50	<i>Price- Complete the Itemized Proposal Form</i>	

## **INTRODUCTION, PROPOSAL RESPONSE FORMAT, SCOPE OF WORK/SPECIFICATIONS,**

### **SECTION 1 – INTRODUCTION**

The Town of Juno Beach is seeking proposals from qualified contractors to **Renovate the Public Restroom Facilities in the Juno Beach Town Center**. This project will include, but is not limited to:

- Remove and replace 3 commercial grade toilets and 1 urinal. Units to be replaced with water saving features meeting the current EPA recommendation of 1.28gpf for the toilets and 1.0gpf for the urinal. (Proposer to provide specifications of proposed toilets & urinal)
- Remove all wall tile, repair drywall, and repaint both bathrooms (paint color to be provided by the Town)
- Remove existing floor tile, *if necessary*, and install new vinyl “Armstrong Commercial Luxury Vinyl Tile” flooring or comparable and vinyl baseboards. (Proposer to provide vinyl flooring/baseboard specifications; color to be selected by the Town)
- Replace the existing partitions with new stainless-steel partitions (Proposer to provide partition specifications)
- Remove & replace laminate countertops in each bathroom with comparable countertops. Reuse existing sinks/faucets. (Proposer to provide countertop specifications; color to be selected by the Town)

For information concerning this Proposal, please contact:

Andrea Dobbins, Project Coordinator/Risk Manager  
Town of Juno Beach  
340 Ocean Drive  
Juno Beach, FL 33408  
[adobbins@juno-beach.fl.us](mailto:adobbins@juno-beach.fl.us), 561-656-0326, fax: 561-656-0327.

### **SECTION 2 – PROPOSAL RESPONSE FORMAT**

The proposer shall follow the following format when submitting their RFP. The Town is not interested in brochures or superfluous information. Only provide the items requested below.

1. Cover letter - Provide a letter on your company’s letterhead with the following information:
  - a. Number of years in business. (Minimum 5 years desired.)
  - b. Include a description of the firm’s experience in providing similar work and projects.
  - c. Federal tax ID number.
  - d. Copy of business license from your city of origin and proof the company is licensed

- to sell/perform their services in the State of Florida.
- e. The staff person assigned to the Town's project. The expectation is that this person will be the point of contact for all activities on the account and will be responsible for making sure that all terms of the contract are executed according to the terms established.
  - f. Confirmation of any Addendums posted.
  - g. State this proposal is valid for 60 days from the due date of the RFP.
  - h. The letter must be signed by a person authorized to bind the company in a contract with the Town.
2. References – Provide a minimum of three (3) projects with a brief description of similar work performed. Provide the designated contact person's name, title, organization, address, telephone number, email address, location and date.
3. Itemized Summary of Proposal Items to include all materials and labor to satisfactorily complete this project. Use Proposal Form provided.
4. Provide specific statements on product specifications, if necessary.
5. Provide a Timeline or Date for Completion of the project. (Time is of the essence and must be completed within 60 days of commencement)

### **SECTION 3 – SCOPE OF WORK/SPECIFICATIONS**

Please see the following attachments:

- Attachment A - Architectural Drawings of the Town Center- Floor plans & plumbing
- Attachment B – Armstrong Flooring Commercial Luxury Vinyl Tile Information

## **DRUG FREE WORKPLACE**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal 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 proposals 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 proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

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Vendor's Signature

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

1. This sworn statement is submitted to the Town of Juno Beach, Florida

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

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

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

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

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States

with the legal power to enter into binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

\_\_\_\_\_Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

\_\_\_\_\_  
**(Signature)**

The foregoing document was sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My Commission Expires:

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

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

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

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

Section 287.135, Florida Statutes, prohibits the 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 the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees



and/or costs. I further understand that any contract with the 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 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## PROPOSAL FORM

Proposal of \_\_\_\_\_(Contractor), to furnish all materials, equipment and labor and to perform all described work in accordance with the requirements of the specifications and contract documents for:

### **Town Center Restroom Renovation Project**

TO: Andrea Dobbins, Project Coordinator/Risk Manager  
Town of Juno Beach  
340 Ocean Drive  
Juno Beach, FL 33408

**A MANDATORY PRE-PROPOSAL MEETING ON FRIDAY, FEBRUARY 16, 2024 AT 10:00A.M. AT THE JUNO BEACH TOWN CENTER, 340 OCEAN DRIVE, JUNO BEACH, FL 33408**

**PROPOSAL OPENING DATE: THURSDAY, MARCH 28, 2024 at 11:00 A.M. AT THE JUNO BEACH TOWN CENTER, 340 OCEAN DRIVE, JUNO BEACH, FL 33408**

Proposal prices shall be summarized on the SUMMARY OF PROPOSAL ITEMS on the following pages. It is the responsibility of the contractor to provide all material and equipment needed for the successful renovation of this project.

The architectural plans (floor plans & plumbing) and flooring information are part of these contract documents.

## SUMMARY OF PROPOSAL ITEMS

### BASE CONTRACT PROPOSAL ITEMS

NOTE: PROPOSALS shall include all sales tax and other applicable taxes and fees. PROPOSER agrees to perform all of the work described in the Contract Documents and on the Architectural Plans in the following unit prices or lump sum(s).

<u>Item #</u>	<u>Description</u>	<u>Amount</u>
1.	Remove & replace 3 commercial grade toilets and 1 urinal with water saving features of 1.28gpf for toilets and 1.0gpf for urinal (Contractor to provide product specifications)	
2.	Remove all wall tile, repair drywall and paint both restrooms	
3a.	Remove existing floor tile and install new vinyl “Armstrong Commercial Luxury Vinyl Tile” flooring & vinyl baseboard	
3b.	<b>*ALTERNATE*</b> Floor tile to <i>remain</i> , install new vinyl “Armstrong Commercial Luxury Vinyl Tile” flooring & vinyl baseboard	
4.	Replace existing partitions in each restroom with new stainless steel partitions (Contractor to provide product specifications)	
5.	Remove & replace laminate countertops in each restroom with comparable countertops. Replace 2 sinks & 2 faucets in each bathroom - 4 total sinks/faucets. (Contractor to provide product specifications)	
	TOTAL PROPOSAL AMOUNT* (Do not include alternate item 3b in total price.)	



## CONTRACT FOR SERVICES

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Town of Juno Beach, a Florida municipal corporation, hereinafter referred to as the TOWN, and \_\_\_\_\_  
[ ] an individual, [ ] a partnership, [ ] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is \_\_\_\_\_.

In consideration of the mutual promises contained herein, the TOWN and the CONTRACTOR agree as follows:

### ARTICLE 1-SERVICES

The CONTRACTOR'S responsibility under this Contract is to complete all elements of this renovation project located at 340 Ocean Drive, Juno Beach, FL, in accordance with the Specifications and Terms and Conditions set forth in the Proposal Documents and as identified on the architectural drawings prepared by Inter-Plan Inc. and all Design/Build proposals submitted by the contractor and approved by the Town, which are incorporated herein by reference.

The TOWN'S representative/liaison during the performance of this Contract shall be Andrea Dobbins, Project Coordinator/Risk Manager, telephone number 561-656-0326.

### ARTICLE 2-SCHEDULE

Services shall commence upon issuance of the Notice to Proceed by the Town and shall be completed within **Sixty (60) days** of the issuance of the Notice to Proceed.

### ARTICLE 3-PAYMENTS TO CONTRACTOR

- A. Generally - The TOWN agrees to compensate the CONTRACTOR in accordance with the Proposal submitted by the CONTRACTOR. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services nor shall said fees exceed the amounts as set forth in the Proposal.
- B. Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the TOWN'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the TOWN in advance for each payment period. Invoices will normally be paid within thirty (30) days following the TOWN representative's approval.
- C. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last

billing to the TOWN. This certifies that all services have been properly performed and all charges have been invoiced to the Town of Juno Beach. Since this account will thereupon be closed, any other further charges if not properly included in this final invoice are waived by the CONTRACTOR.

#### **ARTICLE 4-TERMINATION**

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

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the TOWN.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 5-PERSONNEL**

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

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

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR'S personnel (and all Subcontractors) while on Town premises, will comply with all Town requirements governing conduct, safety, and security.

#### **ARTICLE 6-INSURANCE**

- A. Prior to execution of this Contract by the TOWN the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance

policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the TOWN'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

- B. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
- C. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the TOWN.
- E. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the TOWN as an Additional Insured."

#### **ARTICLE 7-INDEMNIFICATION**

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

- B. The CONTRACTOR shall not be required to indemnify the TOWN, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the TOWN, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.
  
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the TOWN or the CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

### **ARTICLE 8-SUCCESSORS AND ASSIGNS**

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

### **ARTICLE 9-REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The TOWN and CONTRACTOR **knowingly, voluntarily and intentionally waive any right they may have to trial by jury** with respect to any litigation arising out of or in connection with this Contract

### **ARTICLE 10-EXCUSABLE DELAYS**

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

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



## **ARTICLE 11-INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

## **ARTICLE 12-NONDISCRIMINATION**

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

## **ARTICLE 13- ENFORCEMENT COSTS**

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

## **ARTICLE 14- AUTHORITY TO CONDUCT BUSINESS**

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

## **ARTICLE 15- SEVERABILITY**

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

**ARTICLE 16-PUBLIC ENTITY CRIMES**

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

**ARTICLE 17- MODIFICATIONS OF WORK**

The TOWN reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the TOWN’S notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the TOWN of any estimated change in the completion date, and (3) advise the TOWN if the contemplated change shall effect the CONTRACTOR’S ability to meet the completion dates or schedules of this Contract.

If the TOWN so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the TOWN’S decision to proceed with the change.

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

**ARTICLE 18- NOTICE**

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

Town of Juno Beach  
Attention: Andrea Dobbins, Project Coordinator/Risk Manager  
340 Ocean Drive  
Juno Beach, Florida 33408

and if sent to the CONTRACTOR shall be mailed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 19- ENTIRETY OF CONTRACTUAL AGREEMENT**

The TOWN and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated

herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 17 - Modifications of Work.

#### **ARTICLE 20- WARRANTY/GUARANTY**

CONTRACTOR warrants that its Services under this Contract will be free of defects in materials and workmanship for a period of one year following completion of those Services.

#### **ARTICLE 21 – PROTECTION OF WORK AND PROPERTY**

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

Until acceptance of the work by the TOWN, the TOWN’S property shall be under the charge and care of the CONTRACTOR and the CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the CONTRACTOR shall repair, restore and make good, without additional work occasioned by any of the above causes before its completion and acceptance.

#### **ARTICLE 22 – TIME IS OF THE ESSENCE/LIQUIDATED DAMAGES.**

Time is of the essence in all respects under this Contract, and the parties agree that the TOWN will suffer financial loss if the work contemplated herein is not completed within the time specified, including any authorized extensions. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the TOWN if the work is not completed on time. Accordingly, instead of requiring any such proof, the TOWN and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay to the TOWN an amount equal to one-half of one percent of the total Contract price for each week, or portion thereof, that expires after the time specified for completion, with a one-week grace period. In other words, no such damages shall accrue until **sixty-seven (67)** days after the issuance of the Notice to Proceed. Liquidated damages may be deducted from payments due to the CONTRACTOR.

#### **ARTICLE 23 - WAIVER**

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

#### **ARTICLE 24 - PREPARATION**

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

## **ARTICLE 25 - MATERIALITY**

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

## **ARTICLE 26 - REPRESENTATIONS/BINDING AUTHORITY**

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

## **ARTICLE 27 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

This Contract consists of Architectural Plans (floor plans & plumbing- Attachment "A"), General Terms and Conditions for the construction and completion of the **Town Center Restroom Renovation Project** and all Proposal Documents issued by the TOWN. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between this Contract and the remaining documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

## **ARTICLE 28 - LEGAL EFFECT**

This Contract shall not become binding and effective until approved by the TOWN Council of the TOWN of Juno Beach or its designated representative.

## **ARTICLE 29 - DEFAULT**

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

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

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

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

### **ARTICLE 30 - AUDITS**

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

### **ARTICLE 31 – INSPECTOR GENERAL**

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

### **ARTICLE 32 - EMPLOYEES**

- A. Persons employed by CONTRACTOR in the performance of services pursuant to this contract shall not be considered employees of the Town, shall be independent thereof and shall have no claim against the Town as to pension, workers compensation, insurance, salary, wages or other employee rights or privileges granted by operation of law, and shall be eighteen (18) years of age or older. Under no circumstances will any employee of CONTRACTOR be permitted to allow minors (under 18 years of age) and/or anyone who is not an employee of CONTRACTOR to enter any Town facility at any time for any reason.
- B. All personnel shall be required to wear proper attire, which, at a minimum includes a standard shirt carrying the company name and/or logo, present a good appearance and maintain a professional code of conduct. CONTRACTOR will ensure that all County, State of Florida, OSHA and other applicable safety regulations are met.

### **ARTICLE 33 - PUBLIC RECORDS**

IF 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 RECORDS, TOWN CLERK CAITLIN COPELAND AT (561)656-0316 OR [CCOPELAND@JUNO-BEACH.FL.US](mailto:CCOPELAND@JUNO-BEACH.FL.US), 340 OCEAN DRIVE, JUNO BEACH, FL 33408

CONTRACTOR shall comply with the provisions of Section 119.0701, Florida Statutes, and 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, 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 this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.
- D. Upon completion of the 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, in a format that is compatible with the information technology systems of the TOWN.

### **ARTICLE 34-E-VERIFY**

CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the Town has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the TOWN shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the TOWN has

a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complied, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

TOWN OF JUNO BEACH

CONTRACTOR:

BY: \_\_\_\_\_  
TOWN MANAGER

BY: \_\_\_\_\_  
Name:  
Title:

ATTEST:

BY: \_\_\_\_\_  
TOWN CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
TOWN ATTORNEY