

SPECIFICATIONS, GENERAL TERMS AND CONDITIONS

**Request for Proposals**

**For**

**Building Official, Plan Review and Inspection Services**



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

Frank Davila  
Director of Planning and Zoning  
(561) 656-0306

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## **REQUEST FOR PROPOSALS**

The Town of Juno Beach will be receiving sealed proposals to provide **Building Official, Plan Review and Inspection Services.**

Interested individuals or firms shall submit one (1) original and three (3) copies of their proposal in a sealed envelope bearing the name and address of the firm and the words **“Building Official, Plan Review and Inspection Services”** to the Town of Juno Beach, 340 Ocean Drive, Juno Beach, Florida 33408 by **11:00 a.m. on Tuesday, August 18, 2020.** 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 Center, 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 Frank Davila, [fdavila@juno-beach.fl.us](mailto:fdavila@juno-beach.fl.us) or (561) 656-0306. If a hardcopy is desired, a non-refundable \$5.00 charge for the Request for Proposal will be required.

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 made to the most responsive Proposer whose proposal is determined by the Town, in its sole discretion, to be most advantageous.

TOWN OF JUNO BEACH, FLORIDA  
Frank Davila  
Director of Planning & Zoning  
Publish: Palm Beach Post  
Sunday, July 26, 2020

## **INSTRUCTIONS TO PROPOSERS TERMS AND CONDITIONS**

### GENERAL INFORMATION

The purpose and intent of this Request for Proposals (RFP) is to establish a contract for Building Official, Plan Review and Inspection Services for the Town of Juno Beach in accordance with the scope of work and all technical specifications herein.

The Proposal Documents consist of:

1. Request for Proposals
2. Instructions to Proposers and Terms and Conditions
3. Proposal Response Format, Scope of Work/Technical Specifications
4. Proposal Form
5. Drug Free Workplace Certification
6. Sworn Statement on Public Entity Crimes

Complete sets of the Proposal Documents shall be used in preparing the submitted Proposal. The Town of Juno Beach ("Town") 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 "**Building Official, Plan Review and Inspection Services**" on the outside and mailed or hand-delivered to the Town of Juno Beach on or before the specified time and date. **Please provide one (1) original and three (3) completed copies.**

It is the Proposer's sole responsibility to ensure that his/her Proposal is received by the Town 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 telephone, telegram, 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 shall be returned unopened.

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

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

All corrections made to the proposal price must be initialed.

Proposers shall not be allowed to modify their proposals after the opening time and date. Pursuant to Section 119.071(1)(b)2, Florida Statutes, sealed proposals remain exempt from public disclosure until such time as the 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 are sufficient in scope and detail to indicate and convey a complete understanding

of all terms and conditions for performance of the requested services.

For information concerning this Proposal, please contact:

Frank Davila  
Director of Planning & Zoning  
Town of Juno Beach  
340 Ocean Drive  
Juno Beach, FL 33408  
561-656-0306

All questions regarding this Request for Proposal shall be directed in writing; preferably by email to [fdavila@juno-beach.fl.us](mailto:fdavila@juno-beach.fl.us). Questions shall be submitted no later than 10:00am EST, on Monday, August 10, 2020. Questions submitted after that date and time shall not be answered nor considered grounds for a protest.

Note: Written requirements in the Request for Proposal or its amendments 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>
June 26, 2020	Published Palm Beach Post
July 27, 2020	RFP available on Town website and other links
August 10, 2020, 10:00am	Questions Due
August 18, 2020, 11:00am	Proposals Due
August 20, 2020, 3:00pm	Evaluation Committee Meeting
August 26, 2020, 5:30pm	Town Council Agenda Item – Award Consideration

#### 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 sole opinion of the Town, is the lowest responsive, responsible Proposer and whose Proposal will be most advantageous to the Town. The Town 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 re-issue the Request for Proposal.

#### ADDITIONAL TERMS AND CONDITIONS

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

### INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any Proposer as to the meaning of the Proposal Documents. Any inquiry or request for interpretation received eight (8) or more days prior to the date fixed for opening of Proposals will be given consideration. All such changes and interpretations will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Proposers prior to the established Proposal opening date. Submission of a Proposal constitutes acknowledgment by the Proposer of the receipt of addenda. All addenda are a part of the Proposal Documents and each Proposer will be bound by such addenda, whether or not received by him. It is the responsibility of each Proposer to verify that he has received all addenda issued before Proposals are opened. No authorization is allowed by Town personnel to interpret, or give information as to Proposal requirements in addition to that which is contained in the written Proposal document and addenda.

### CONTRACTUAL AGREEMENT

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

### FEDERAL AND STATE TAX

The Town is exempt from Federal and State taxes for tangible personal property. However, 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, the Town shall construe the Proposal to fully comply with the specifications, terms and conditions as given herein.

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

#### CERTIFICATION

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

#### NON-APPROPRIATIONS

The obligations of the Town to make a Proposal award and execute a Contract under the terms of this "Request for Proposals" 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 filling out 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 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. Qualified vendors must be licensed or authorized to provide the requested products and services. They should demonstrate the technical and professional capacity to deliver the products and services requested in this RFP.

### REGULATIONS, PERMITS AND FEES

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

### CONE OF SILENCE

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

### TERM OF CONTRACT:

The initial term of the proposed contract shall be for a period of two (2) years commencing on October 1, 2020 with one (1) additional two (2) year period with the same terms and conditions contained herein at the option of the Town. No cost increase to the Town shall be imposed within the initial term or renewal term, as applicable.

### COMPLAINTS

Inspections by the Town of Juno Beach will take place throughout the contract period. Complaints shall be documented and forwarded to the successful Proposer for immediate resolution. It is the responsibility of the successful Proposer to resolve all complaints within 24 hours of receipt of complaint from the Town.

### INSURANCE

(A) Prior to execution of a Contract by the TOWN, the PROPOSER 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 PROPOSER 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 PROPOSER of its liability and obligations under this Contract.

(B) The PROPOSER shall maintain, during the life of this Contract, Commercial General Liability, including Professional Liability Errors and Omissions insurance in the amount of \$1,000,000.00 in aggregate to protect the PROPOSER 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 PROPOSER or by anyone directly employed by or contracting with the PROPOSER.

(C) The PROPOSER shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the PROPOSER 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 PROPOSER or by anyone directly or indirectly employed by the PROPOSER.

(D) The parties to the 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 PROPOSER shall specifically include the TOWN OF JUNO BEACH as an "Additional Insured".

## EVALUATION OF PROPOSALS

Proposals shall be ranked based on the following criteria. The Town's staff will consider how well the Proposer's submittal meets the needs of the Town. It is important that the responses be clear, concise and complete so that the staff can adequately understand all aspects of the proposal. The Town will select the Proposer it determines, in its sole discretion, possesses the best combination of professional attributes, experience, and pricing. In evaluating the proposals, the Town anticipates using the following weighted criteria:

Max. Points	Category
25	<p><b><i>Qualifications and Experience of Firm</i></b></p> <ul style="list-style-type: none"> <li>• Qualifications and experience with similar projects</li> <li>• Experience working with Government Agencies</li> <li>• Availability of qualified personnel</li> <li>• Certifications/Licenses</li> </ul>
15	<p><b><i>References (provide a minimum of 3)</i></b></p> <ul style="list-style-type: none"> <li>• Provide at least three (3) government references from the past three (3) years</li> <li>• Demonstrated environment for good communication</li> </ul>
10	<p><b><i>Location considerations and how it impacts on maintaining effective communication between the Town &amp; Consultant:</i></b></p> <ul style="list-style-type: none"> <li>• Location of the consultant and proximity of key personnel</li> <li>• Knowledge of Town's Energov Software for Permitting, and/or experience with permitting software and data input general procedures</li> </ul>
50	<p><b><i>Contract Price</i></b></p>

# PROPOSAL RESPONSE FORMAT, SCOPE OF WORK/TECHNICAL SPECIFICATIONS,

## PROPOSAL RESPONSE FORMAT

The proposer shall follow the following format when submitting a proposal. The Town is not interested in reams of brochures or superfluous information. Only provide the items requested below. Failure to submit this requested information may be cause for rejection of the Proposal.

- 1. Cover letter: Provide a letter on your company's letterhead with the following information:**
  - a. Describe the firm's organizational background.
  - b. Number of years in business.
  - c. Include a description of the firm's experience in providing similar work and projects.
  - d. Federal tax ID number.
  - e. Copy of business tax receipt from your city of origin and proof the company is licensed to perform services in the State of Florida.
  - f. 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.
  - g. Disclose any relevant information that your firm believes demonstrates its qualifications for the project and/or distinguishes the firm's proposal from other proposals.
  - h. Confirmation of any addendums posted.
  - i. State this proposal is valid for 60 days from the due date of the RFP.
  - j. The letter must be signed by a person authorized to bind the company in a contract with the Town.
- 2.** Statement or evidence of at least five (5) years of experience in providing the requested services.
- 3.** Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.
- 4.** Statement or proof of Insurance as described in RFP. (If awarded and upon execution of a contract, all insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the TOWN OF JUNO BEACH as an "Additional Insured".)
- 5.** A list of three (3) most recent references for which the Proposer has provided services (government agency references are preferred). Please provide the business/government agency address, the name of project representative, phone number, and email for each of the references. Include a brief description of the services performed for each.
- 6.** List of experience, equipment and personnel requirements as set forth in the: SCOPE OF WORK/TECHNICAL SPECIFICATIONS

7. Itemized Proposal Fee to include all products and services: Use form provided.
8. Attach the following Town forms to your submittal:
  - A. Proposal Form
  - B. Drug Free Workplace
  - C. Public Entity Crime Statement
9. Submit one (1) original and three (3) copies in a sealed envelope bearing the name and address of the firm and the words “**Building Official, Plan Review and Inspection Services**” to Town of Juno Beach, 340 Ocean Drive, Juno Beach, Florida 33408 by 11:00 a.m. on Tuesday, August 18, 2020.

### **SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

The Town of Juno Beach Planning & Zoning Department requests proposals from all qualified and interested firms with the experience and technical qualifications to provide comprehensive building division workforce services including Building Official, Building Plan Review and Building Inspection Services. Proposing firms shall have the capability of providing personnel possessing all licenses and certifications required by Florida Statutes. Work will be performed within the Town of Juno Beach. These positions shall be considered under this contract to include continuous staffing for the Town.

Members of the Building Division workforce are highly visible representatives of the Town and therefore must be experienced and knowledgeable in all aspects of the Florida Building Code. They must also be capable and comfortable in dealing with members of the public who are unfamiliar with building code technicalities and terminology, as well as with Town staff and builders, contractors, etc. on a daily basis. “**Exceptional people skills**” are a very important component of this work. The Town shall provide administrative support staff.

1. **The Building Official and Building Plan Review professional services shall occupy the Town’s Building Division office a minimum of twenty (20) hours per week, between the hours of 8am-4pm, Monday-Friday, for the contract period. The actual hours and days shall be mutually agreed upon.** Absent exigent circumstances, responses to public inquiries shall be made within four (4) hours of receipt by any of the consultant’s staff. Plan reviews shall be performed within ten (10) business days of receipt/notification by the Town’s Zoning Division. The selected firm will be responsible for the majority of building services including, but not limited to permit reviews and working with the Town’s established permitting software (Mypermitnow.org Systems), plans examining, emergency/disaster response services, Building Official duties in accordance with state statutory provisions, and communications and meetings required by the Town involving these Building Division responsibilities. More than one person may perform the function of Building Official but in order to maintain continuity it is preferred that a single individual be designated as the Building Official with additional employees serving as back-up.

The submittal must also show all assumptions regarding time required per plan review that may go beyond the regular four (4) hour work day.

2. **The Building Inspection Service(s) shall be performed as needed for Building Division activities of the Town.** The Town is requesting proposers to provide professional Building Inspection Services as required under the Florida Building Code. Inspections shall be performed within one (1) business day of noticed scheduling by the Town's Permit Technician. Inspections shall be provided during morning and afternoon time periods. Work hours are Monday through Friday during regular business hours of 8:00 a.m. to 5:00 p.m. The selected contractor shall provide daily inspection results to the Town via email or other website or electronic media. The selected contractor shall provide vehicles, phones and other necessary equipment for its employees. The Town shall not provide any such equipment. The persons performing the inspections shall hold State of Florida licenses and/or certifications in those disciplines for which he/she is performing inspections.

### **Building Official**

The Firm shall be responsible for providing a qualified Building Official, with a minimum of 10 (ten) years' experience in the construction industry, who is responsible for ensuring compliance with State plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility and building codes; federal, state and local ordinances; and statutes regarding health, safety and welfare; and Federal Emergency Management Contractor requirements. The Building Official provides direct regulatory responsibilities for plan review, inspections and enforcement; and shall work under the direction of the Town's Director of Planning & Zoning and Town Manager. Other specific duties include but are not limited to:

- Responsible for assisting in the permitting process established by the Town with regulatory administration of plan review, enforcement, inspection of building construction, and alteration projects that require compliance with state and local codes;
- Coordinating with the Department's Permit Technician, inspections and serving as technical advisor for the building division; as well as coordinating data entry into the Town's permitting software for building division items; generating building reports; issuing all types of construction permits as appropriate, preparing certified letters, documents, in-house memos and form updates associated with building division activities/actions.
- Liaison to the construction industry, State, contractors and the general public, and providing direct customer service in person or by telephone/e-mail;
- Provides administrative guidance to technical and clerical staff engaged in construction, permitting, inspection and recording of data;
- Reviews State Statutes affecting construction and determines the impact on the Town and Department; and

- Reviews, researches, and makes recommendations for approval of adoption of departmental policies regarding issuing of permits, licensing of contractors and inspection procedures; and serves as an expert witness as the Town's Building Official, when needed by the Town.

### **Plans Examiner**

The Firm shall be responsible for providing a qualified plans examiner, with a minimum 5 (five) years' experience in the construction industry, who will enforce the current Florida Building Code and Town of Juno Beach Code of Ordinances. This position reviews all construction trade plans for new single and multiple-family dwellings, all new non-residential development and all residential and non-residential additions/re-models for compliance with codes. Other duties include determining building permit valuations for inspected construction projects, impact fee calculations and providing the Town with recommended code revisions that are either desirable or required.

### **Building Inspector**

The Firm shall be responsible for providing qualified inspector(s), with a minimum 5 (five) years' experience in the construction industry, who shall have knowledge of, and comply with, the laws and regulations relating to the enforcement of the current Florida Building Code and the Ordinances of the Town. The Firm must provide both residential and commercial licensed inspector/s whose combined certifications include all trades (commercial building, electrical, plumbing, mechanical, and 1, 2 & multi-family dwellings). Inspections shall include new building construction, repair, addition, remodeling, demolition or alteration projects that require permitting indicating compliance with building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other construction codes as required by State law or Town codes. Change of occupancy inspections for businesses shall also be included. Other duties include complaint investigations, hazardous building inspections and assistance with the prosecution of building code and hazardous building violations.

### **Personnel and Equipment:**

Contract employees shall be neat and clean in appearance and shall display their identification to the public and keep such identification on their person at all times. All employees assigned to this contract shall be physically able to perform all job requirements and conduct themselves in a courteous, positive and professional manner. Professional and personal behavior of contract staff shall be in keeping with the Town's expected conduct guidelines and personnel policies. Any staff member that does not perform in accordance with the Town's standards shall be counseled by the Planning & Zoning Director and/or Town Manager, and the Contractor may be removed at the request of the Town. The Inspector(s) and Plans Examiner shall only perform building code inspections and plan reviews that are within the disciplines covered by such individual's license or certification pursuant to Florida Statutes (Chapters 468, 471 or 481).

The Firm shall provide its general employee background check policy, the background services company name, pre-employment testing procedures, current employee screening methods, and a list of any offenses that would exclude someone from employment with the Firm. All field personnel are required to pass a Level Two (2) background check as per Chapter 435, Florida

Statutes. Verification of background check and current list of employees that will be used on this contract shall be provided upon award. The employee list will need to be updated anytime there is a change in/addition to staff.

**Emergency Situation Responsibilities:**

During a declared emergency, Proposer shall be responsible for staffing the EOC (Emergency Operations Center) when operational and assisting with damage assessment and safety inspections. Proposer shall work with the Town during post disaster (natural or man-made) times in restoring Plan Review and Inspection Services pursuant to the Florida Building Code and executive orders of the Governor. Proposer shall provide personnel to assist with damage assessment teams, as needed. Proposer shall serve as a resource and consultant in the relevant discipline areas, assisting the operational decision making process and performing other duties as deemed necessary to restore overall safety and services.

**Performance Standards:**

This subsection provides a summary of the minimum performance standards for the Firm. Final provisions shall be determined during contract negotiations:

1. Absent exigent circumstances, responses to public inquiries shall be made within four (4) hours of receipt by any of the consultant's staff. Plan reviews shall be performed within ten (10) business days of receipt/notification by the Town's Zoning Division. Inspections shall be performed within one (1) business day of noticed scheduling by the Town's Permit Technician.
2. Under normal circumstances, all inspections shall be conducted within the normal business hours of 8:00am to 5:00pm, Monday through Friday and inspection results shall be made available by 5:00pm the following business day.
3. Workloads for the Inspector(s) and Plans Examiner will vary based on need; and inspections performed should also take place during inclement weather, unless natural disaster or unsafe conditions require suspension of such activities by the Town.
4. Efficient and courteous customer service standards are an integral part of public interaction. Requests for information and service shall receive a timely reply in accordance with item #1 above. Customer appointments shall be promptly attended as per pre-scheduled times.
5. All personnel performing services shall be fluent in English.
6. The Firm shall work with the Town to continuously upgrade a program of disseminating information to keep contractors and members of the public aware of any and all code changes, and the logic underlying the changes.
7. Firm employees, including but not limited to Inspector, Plans Examiner and Building Official, shall maintain all necessary licensure and certifications required to perform under this contract. Proof of such licensure/certifications and subsequent renewals shall be submitted to the Town of Juno Beach.

8. All sketches, tracings, drawing, computation details, designs, calculations, records from inspections, work papers and other documents and plans (etc.) that result from the firm providing services shall be the property of the Town. All records and information will require input in the Town's record-keeping system(s).
9. The Firm shall coordinate activities with the Florida Building Commission as needed.
10. The Firm shall coordinate activities with the Town's Planning & Zoning Department Staff and County Fire Department Staff.
11. The Firm shall review and maintain all records required by the Federal Emergency Management Agency (FEMA) in association with the processing of building permits in the format required by FEMA.
12. The Firm shall maintain the necessary education/certification and data to ensure an acceptable ISO (Insurance Service Office) rating as related to the National Flood Insurance Program (NFIP).
13. The Firm and the Town shall review contract performance and scope adherence on a quarterly basis to take any necessary corrective actions. The Firm will be given thirty (30) days to cure any deficiencies.
14. When requested by the Town, the Firm must provide proof of compliance with employment laws such as minimum wage requirements, federal tax withholding, E-verify, etc.

# PROPOSAL FORM

Proposal of \_\_\_\_\_ (Proposer), to furnish all materials, equipment and labor and to perform all work in accordance with the requirements of the Proposal Documents and Scope of Work/Specifications for:

## **Building Official, Plan Review and Inspection Services for the Town of Juno Beach**

TO: Frank Davila, Director of Planning and  
Zoning Town of Juno Beach  
340 Ocean Drive  
Juno Beach, FL 33408

**PROPOSAL OPENING DATE: Tuesday, August 18, 2020@ 11:00 A.M. AT  
THE JUNO BEACH TOWN CENTER, 340 OCEAN DRIVE, JUNO BEACH,  
FL 33408**

Proposal prices shall be summarized below. It is the responsibility of the Proposer to provide all requested documentation described in this proposal package. Price proposal shall be all inclusive to include costs for all functions and duties generally assigned to the building division employees listed in the RFP; any and all benefits, taxes and insurance (general and auto liability, and worker's comp); training and equipment to perform the work.

Proposer may submit this Proposal by completing Option A or B or both. The Town of Juno Beach shall be the sole decision maker in determining the compensation basis to Proposer based on the Proposers submittal as follows:

### **OPTIONS:**

A. Revenue Sharing - percentage of permit fees for Building Official, Plan Review and Inspection Services:

\$0 - \$500,000 (Town/Contractor) = \_\_\_\_\_/\_\_\_\_\_%

\$500,001 - \$1,000,000 (Town/Contractor) = \_\_\_\_\_/\_\_\_\_\_%

\$1,000,001 and over (Town/Contractor) = \_\_\_\_\_/\_\_\_\_\_%



**B. Annual Contract Plus Per Inspection Fee - Annual contract amount for Building Official and Plan Review and a Fee Per Inspection:**

\$_____Annual Total Year One (2020-2021)
<u>Building Inspection Services Year One: Fee per Inspection \$_____</u>

\$_____Annual Total Year Two (2021-2022)
<u>Building Inspection Services Year Two: Fee per Inspection \$_____</u>

**Related Services:**

Hourly loaded billing rates for **Natural Disaster Services**, including inspections and post-disaster building/property damage assessments:

Building Official: \$\_\_\_\_\_per hour

Plans Examiner: \$\_\_\_\_\_per hour

Building Inspector: \$\_\_\_\_\_per hour

The Proposer is responsible to provide services as outlined in the SCOPE OF WORK/SPECIFICATIONS for a twenty-four (24) month period. The Proposer must provide verification of experience working with government agencies, and the ability to work within the identified Scope of Work/Specifications.

**This is my complete Proposal submitted for review by the Town.**

**Dated** \_\_\_\_\_

\_\_\_\_\_  
**Printed Name/Title**

\_\_\_\_\_  
**Signature**

## **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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Proposer's Signature

**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 \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification.

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

## EXHIBIT "A"

### TOWN OF JUNO BEACH Building Permit Information Sheet

Fiscal Year	Permit Fee Revenue Collected by Town	Fee Paid to Building Services Company	# of Building Permits	Value of Building Permits
2016	\$549,064.06	\$274,534.22	1,217	\$18,465,271
2017	\$916,068.98	\$391,381.09	1,151	\$30,906,629
2018	\$491,711.00	\$221,140.40	1,261	\$16,674,463
2019	\$696,754.00	\$303,536.05	587	\$26,885,966

# EXHIBIT "B"



## TOWN OF JUNO BEACH BUILDING DIVISION PERMIT FEE SCHEDULE

### MAIN BUILDING PERMIT WILL INCLUDE ALL SUB-PERMITS

Permit fee is 3% of the value of the work being performed

- Final Cost Affidavit is required before CC or CO is issued
- New or Replacement of Residential or Commercial Projects require 30% of permit fee when the application is submitted; for all other permits, 100% of permit fee is due when the application is submitted

Minimum Permit Fee:	\$75.00
After the Fact Permit:	Three (3) Times the Permit Fee plus permit fee
Revision:	\$75.00 Plus \$15.00 per plan sheet or attachment
Renewal or Extension of Permit:	
Master	\$75.00
Sub-Permit	\$50.00
Change of Contractor (from same location from one contractor or TBD to another)	\$50.00
Re-Inspections:	
1 <sup>st</sup> Re-Inspection	\$50.00
2 <sup>nd</sup> Re-Inspection (same type)	\$50.00 + \$50 Penalty Fee
3 <sup>rd</sup> Re-Inspection (same type)	\$50.00 + \$100 Penalty Fee
4 <sup>th</sup> Re-Inspection (same type & all thereafter)	\$50.00 + \$150 Penalty Fee
After Hours, Weekend or Holiday Inspections (Requires 3 days' notice)	
Weekdays:	\$75.00 per Hour with a two hour minimum
Weekends:	\$75.00 per Hour with a four hour minimum
Holidays:	\$75.00 per Hour with a four hour minimum
Replacement Cost (permitted plans):	\$35.00 plus printing cost
Administrative Appeal:	\$250.00
Return Check Charge:	\$30.00 or actual amount charged by the Bank ( <i>whichever is greater</i> )
Contractor Registration Fee	
Non-State Certified Contractors:	\$2.00
State Certified Contractors:	N/C
Refunds: (only within 30 days of issuance for work that has not started)	70% of the amount over \$100.00
Specialty Fees such as: re-submittal fees, revision fees, change of contractor, etc. are NOT REFUNDABLE).	