

SPECIFICATIONS, GENERAL TERMS AND CONDITIONS

Invitation to Bid

for

Tree/Palm Trimming and Pruning



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

ANTHONY R. MERIANO
DIRECTOR OF PUBLIC WORKS
(561) 656-0310

INVITATION TO BID

The Town of Juno Beach is accepting bids from qualified contractors for **Tree/Palm Trimming and Pruning**.

Interested firms shall submit one (1) original and one (1) copy in a sealed envelope bearing the name and address of the firm and the words “**Tree/Palm Trimming and Pruning Bid**” to the Town of Juno Beach, 340 Ocean Drive, Juno Beach, Florida 33408 by 11:00 a.m. on Thursday, December 3, 2020. Any bids received after the date and time specified will not be accepted and shall be returned unopened to the Bidder. All bids will be publicly opened and acknowledged in the Town Council Chambers.

The Invitation to Bid, including all specifications and forms, 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, Demandstar.com, VendorRegistry.com or by contacting Tony Meriano, Public Works Director, at (561) 656-0310 or ameriano@juno-beach.fl.us. Electronic copies are free of charge.

No bid may be withdrawn for a period of sixty (60) days after the scheduled closing date for the receipt of bids except as otherwise provided in the Instructions to Bidders and Terms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

The Town of Juno Beach reserves the right to reject any or all bids, to waive technicalities, and to re-advertise. The award, if made, will be made to the most responsive Bidder whose Bid is determined by the Town, in its sole discretion, to be most advantageous.

TOWN OF JUNO BEACH, FLORIDA

Anthony Meriano
Public Works Director

Publish: Palm Beach Post
Sunday, November, 8, 2020

INSTRUCTIONS TO BIDDERS AND TERMS AND CONDITIONS

GENERAL INFORMATION

The Bid Documents consist of:

1. Invitation to Bid
2. Instructions to Bidders and Terms and Conditions
3. Introduction, Bid Response Format, Scope of Work/Technical Specifications
4. Bidder's Acknowledgement and Bid Form
5. Drug Free Workplace Certification
6. Scrutinized Vendor Certification
7. Sworn Statement on Public Entity Crimes
8. Standard Contract for Services

Complete sets of the Bid Documents shall be used in preparing the submitted Bid. The Town of Juno Beach ("Town") does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets. The Bid Form is to be filled in, signed, and all required documents are to be placed in a sealed envelope bearing the words "**Tree/Palm Trimming and Pruning Bid**" on the outside and mailed or hand-delivered to the Town of Juno Beach on or before the specified time and date. **Each Bidder shall submit one (1) original, one (1) copy of its Bid.**

It is the Bidder's sole responsibility to ensure that its Bid 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. Bids submitted by telephone, telegram or facsimile will **not** be accepted.

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

All Bids must be typewritten or filled in with pen and ink. Bids 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.

Bids 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 Bid price must be initialed. Bidders shall not be allowed to modify their Bids after the opening time and date.

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

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

For information concerning this Bid, please contact:

Anthony R. Meriano
Public Works Director
Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408
561-656-0310

All questions regarding this Bid shall be directed in writing; preferably by email to ameriano@juno-beach.fl.us. Questions shall be submitted no later than 10:00 a.m. EST, on Wednesday, November 25, 2020. Questions submitted after that date and time shall not be answered nor considered grounds for a protest.

Note: Written requirements in the Invitation to Bid 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>
November 6, 2020	ITB available on Town website and other links
November 8, 2020	Advertise in Palm Beach Post
November 25, 2020 at 10:00 a.m.	Questions Due
December 3, 2020 at 11:00 a.m.	Bid Proposals Due
December 9, 2020 at 5:30 p.m.	Town Council Agenda Item – Award Consideration

ACCEPTANCE/REJECTION

The Town reserves the right to accept or to reject any or all Bids in whole or in part, with or without cause, to waive any informalities and technicalities and to make the award to the Bidder, who in the sole opinion of the Town, is the lowest responsive, responsible Bidder and whose Bid will be most advantageous to the Town. The Town reserves the right to reject the Bid of any Bidder 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 Invitation to Bid Bids.

ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Bid 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 Bid, 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 Bid solicitation are the only conditions applicable to the Bid and the Bidder's authorized signature affixed to the Bidder acknowledgment form attests to this.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any Bidder as to the meaning of the Bid Documents. Any inquiry or request for interpretation received prior to the date and time set forth above 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 Bidders prior to the established Bid opening date. Submission of a Bid constitutes acknowledgment by the Bidder of the receipt of addenda. All addenda are a part of the Bid Documents and each Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each Bidder to verify that he has received all addenda issued before Bids are opened. Town personnel are not authorized to interpret or give information as to Bid requirements in addition to that which is contained in the written Bid document and addenda.

CONTRACTUAL AGREEMENT

All terms and conditions of the Bid Documents shall be included and incorporated in the Standard Contract, a copy of which is included in the Bid Documents. The order of contract precedence shall be the Contract and then Bid Documents and Bid 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 Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids 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 Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications for the Contract being proposed. For purposes of Bid evaluation, Bidders must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the Bid, the Town shall construe the Bid to fully comply with the specifications, terms and conditions as given herein.

AWARD

The Town reserves the right to hold all Bids for a period not to exceed sixty (60) days after the date of Bid opening stated in the Request for Bid.

BID WITHDRAWAL

Any Bid may be withdrawn up until the time set for opening of the Bids. Any Bids 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 Bids have been duly accepted by the Town.

If, within twenty-four (24) hours after Bids are opened, any Bidder 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 Bid, that Bidder may withdraw his/her Bid. Thereafter, that Bidder will be disqualified from further Bids 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 Bid and must be in the name of the vendor shown on the Bid page.

NON-APPROPRIATIONS

The obligations of the Town to make a Bid award and execute a Contract under the terms of this "Request for Bids" 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 Bids.

BID FORMS

In filling out Bid forms, Bidders shall be governed by the following provisions.

- A. Bids must be made on the blanks provided herewith.
- B. Total Bid amount shall be shown in words and figures.
- C. Any Bid which in any manner fails to conform to the condition of the published notice may be rejected.
- D. Bids must be signed in ink by the Bidder with the signature in full.
- E. Bids 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 Bid.
- F. If a Bidder 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

Bid. Failure to initial these changes or illegible entries or corrections or prices will be cause for the rejection of the Bid as informal or irregular.

QUALIFICATION OF BIDDERS

This Bid shall be awarded only to a responsible Bidder, qualified by experience to provide the services specified. The required information is set forth in “Introduction, Bid Response Format, and Scope of Work/Specifications” portion of this ITB.

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

REGULATIONS, PERMITS AND FEES

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

INSURANCE REQUIREMENTS

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

TERM OF CONTRACT

The initial term of the proposed contract shall be for a period of three years (3), with two (2) additional one-year renewal terms unless either party provides ninety (90) days’ notice of its intent not to renew. No cost increase to the Town shall be imposed within the initial term or renewal terms, as applicable, unless otherwise agreed to in writing by the parties.

CONE OF SILENCE

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

NON-COLLUSION

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

INTRODUCTION, BID RESPONSE FORMAT, AND SCOPE OF WORK/SPECIFICATIONS

SECTION 1 – INTRODUCTION

The Town of Juno Beach is soliciting bids through an Invitation to Bid process from qualified contractors for the tree/palm trimming and pruning needs of the 330 trees/palms within medians on U.S. Highway One and Donald Ross Road in the Town of Juno Beach.

This Invitation to Bid (ITB) states the overall scope of products and services desired, as well as desired vendor qualifications and evaluation criteria.

SECTION 2 – BID RESPONSE FORMAT

The bidder shall follow the following format when submitting their ITB. 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. Describe the firm's organizational background.
 - b. Statement about years in business. (Minimum 5 years)
 - c. Include a description of the firm's experience in providing similar work and projects.
 - d. Federal tax ID number.
 - 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 the project is executed in accordance with the established terms.
 - f. Disclose any relevant information that your firm believes demonstrates its qualifications for the project and/or distinguishes the firm's bid from other.
 - g. Confirmation of any addendums posted.
 - h. State this bid is valid for 60 days from the due date of the RFP.
 - i. 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 and customers 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.** 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 ITB. (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.** Provide a listing of equipment and personnel to demonstrate contractor's ability to complete requirements as set forth in the: **SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS**
- 6.** Attach additional required Town forms to this ITB.
 - 1) Bid Form

- 2) Drug Free Workplace
 - 3) Scrutinized Vendor Certification
 - 4) Public Entity Crime Statement
7. Submit one (1) original and one (1) copy in a sealed envelope bearing the name and address of the firm and the words “**Tree/Palm Trimming and Pruning Bid**” to Town of Juno Beach, 340 Ocean Drive, Juno Beach, Florida 33408 by 11:00 a.m. on **Thursday, December 3, 2020**.

SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

Species Matrix - Trimming & Pruning of these trees/palms will be done one time per these specifications.

LOCATION AND LIST OF 330 TREES/PALMS:

U.S. ONE MEDIANS – Town Line (South of Universe Boulevard) to Juno Ocean Walk

- (125) Sabal Palms
- (7) Bismarkia Palms
- (9) Medjool Palms
- (9) Green Buttonwood Tree
- (14) Silver Buttonwood Trees
- (24) Gumbo Limbo Trees
- (6) Mahogany Trees
- (9) Clusia Trees

DONALD ROSS ROAD MEDIANS – West of U.S. One to Ellison Wilson Road

- (77) Sabal Palms
- (15) Medjool Date Palms
- (11) Royal Palms
- (5) Pitch Apple Trees
- (11) Gumbo Limbo Trees
- (8) Oak trees

Remove Invasive Date Palm Volunteers

Remove Invasive Plant Materials (Brazilian Pepper, Schefflera, Strangler Figs, Etc.)

General Procedures

- All work shall comply with the ANSI A300 Part 1 pruning standards.
- Live branches less than 1.5 inches in diameter should not be removed.
- Dead branches greater than 1.5 inches in diameter measured at the base of the branch shall be removed from the crown of all trees.
- No live branches or stems greater than 4 inches in diameter should be removed from the tree without authorization from owner or owner’s agent. In other words, these should be no pruning cuts greater than 4 inches in diameter.
- No pruning cuts are to be made at the trunk without authorization.
- Remove no more than 15% of live foliage or buds from mature trees unless indicates in the following specific procedures.
- Live crown ration should be at least 60% when pruning is completed, meaning that no more than the lower 40% of the tree should be clear of branches.

Tools and Equipment

- Climbing spurs and spikes shall not be used when climbing trees, except to ascend a tree to be removed or to perform an aerial rescue of an injured worker.
- Equipment and work practices that damage bark or cambium should be avoided.
- Rope injury to the tree from loading out heavy limbs should be avoided.

General

- Bidders are urged to visit and inspect all sites prior to submitting their bids to review & evaluate the 330 trees and palms.

Safety

- All work shall be performed by workers trained in accordance with ANSIL Z133 safety guidelines as required by OSHA.

Additional Requirements

- All debris and equipment shall be removed from the site by the end of each workday. Grassed areas will be raked, and hardscape swept at the end of each job.
- The selected contractor shall be required to furnish a certificate of insurance liability, automotive, MOT Plan (as required) and worker's compensation before commencing work per the Town of Juno Beach and all other agencies having jurisdiction requirements.
- Trees and Palms in FDOT Right of Ways are to be trimmed and pruned to meet the current FDOT rules and Design Criteria.
- All large-growing palms should be pruned to remove dead fronds, and fronds with a petiole that droops below horizontal. Dead fronds are those with less than 75% green tissue. Only those live fronds with petioles drooping below horizontal (9:00-3:00) should be removed. All seedpods should be removed, including those originating among remaining fronds.

BIDDER'S ACKNOWLEDGEMENT AND BID FORM

Invitation to Bid for Tree/Palm Trimming & Pruning

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

Address: _____

Telephone No.: _____ Fax Number: _____

E-Mail: _____

Contact representative: _____

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

The undersigned understands the requirement for providing a proper maintenance of traffic (MOT) plan and to implement same as work is performed.

Authorized Representative's Signature

Date

Name:

Position:

In accordance with the terms and conditions stated in the Invitation to Bid requesting all goods and services for Tree/Palm Trimming & Pruning in the Town of Juno Beach, the undersigned provides the following to the Town of Juno Beach:

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

Bidder agrees to provide the required services stated in the Invitation to Bid for an amount not to exceed the following sum:

Written Dollar Amount

(\$ _____)

DRUG FREE WORKPLACE

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

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

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

Bidder's Signature

Date

**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 _____, 2020 by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC 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 bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

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

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

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

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

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

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

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

(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 2020 by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

CONTRACT

This Contract is made as of the _____ day of _____, 2020, by and between the TOWN OF JUNO BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as TOWN, and _____, a corporation or partnership authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is _____.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the CONTRACTOR shall provide to the Town all goods and services requested under the Invitation to Bid for **Tree/Palm Trimming & Pruning in the Town of Juno Beach** and as further stated in CONTRACTOR'S Bid and pursuant to the terms and conditions of this Contract.

ARTICLE 1. SERVICES OF THE CONTRACTOR.

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

ARTICLE 2. TERM/COMMENCEMENT DATE

This Contract shall remain in effect for the duration of the project, unless earlier terminated in accordance with Article 8. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.

ARTICLE 3. TOWN'S REPRESENTATIVE.

Unless otherwise specified by the Town, the Town's representative shall be the Public Works Director.

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT.

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

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 for each payment period. Invoices will normally be paid within thirty (30) days following the TOWN representative's approval.

ARTICLE 5. INDEMNIFICATION.

A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the 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 limited waiver provided in § 768.28, Florida Statutes.

ARTICLE 6. PERSONNEL.

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

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

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

ARTICLE 7. 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 Professional Liability Errors and Omissions insurance in the amount of \$1,000,000.00 in aggregate to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

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

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

E. 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".

ARTICLE 8. 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 9. 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 10. GOVERNING LAW, VENUE AND REMEDIES

A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County.

B. 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.

C. The TOWN and CONTRACTOR **knowingly, voluntarily and intentionally waive any right they may have to a trial by jury** with respect to any litigation arising out of or in connection with this Contract.

ARTICLE 11. EXCUSABLE DELAYS

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

Upon the CONTRACTOR'S request, the 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 12. INDEPENDENT CONTRACTOR RELATIONSHIP TOWN

A. The CONTRACTOR is, and shall be, in the performance of all work, services and/or activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the 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 s TOWN hall be that of an Independent Contractor and not as employees or agents of TOWN the TOWN.

B. 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 13. NONDISCRIMINATION

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

status, or sexual orientation.

ARTICLE 14. ENFORCEMENT COSTS

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

ARTICLE 15. AUTHORITY TO CONDUCT BUSINESS

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

ARTICLE 16. SEVERABILITY

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

ARTICLE 17. PUBLIC ENTITY CRIMES

As provided in 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 Section 287.133(3)(a), Florida Statutes.

ARTICLE 18. MODIFICATIONS OF WORK

- A. 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, provide a detailed estimate for the increase or decrease in cost due to the contemplated change,
- B. 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.
- C. Changes in the Scope of Work relating solely to changes in square footage necessitated by

construction activities at the Country Club shall be based on the pricing indicated in the CONTRACTOR's Bid and shall be evidenced by a Letter of Understanding signed by the TOWN Manager and the CONTRACTOR's representative without the need to formally amend this Contract.

ARTICLE 19. NOTICE

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

Town of Juno Beach
340 Ocean Drive
Juno Beach, Florida 33408
Attn: Anthony Meriano, Public Works Director

and if sent to the CONTRACTOR shall be mailed to:

ARTICLE 20. 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 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.

ARTICLE 22. 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 23. PREPARATION

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

ARTICLE 24. MATERIALITY

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

ARTICLE 25. CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

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

ARTICLE 26. DEFAULT

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

- A. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to material men, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the 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 27. AUDITS

If applicable, the Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. The Commission, the State of Florida, United States Department of Energy or their authorized representatives shall have access

to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion.

ARTICLE 28. LEGAL EFFECT

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

ARTICLE 29. 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 30. 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 31. PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 656-0316; CCOPLAND@JUNO-BEACH.FL.US; OR 340 Ocean Drive JUNO BEACH, FL 33408.

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

- A. Keep and maintain public records required by the TOWN to perform the service.
- B. Upon request from the TOWN's custodian of public records, provide the TOWN with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the TOWN.

- 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 services. 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.

CONTRACTOR:

BY: _____

Print Name: _____

Title: _____

TOWN OF JUNO BEACH

BY: _____
MAYOR

ATTEST:

BY: _____
TOWN CLERK

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

BY: _____
TOWN ATTORNEY