

SPECIFICATIONS, GENERAL TERMS AND CONDITIONS

Request for Proposal

Information Technology Consulting Services



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

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

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REQUEST FOR PROPOSAL

The Town of Juno Beach will be receiving sealed proposals from qualified contractors to provide **Information Technology (I.T.) Consulting Services** in full accordance with the specifications, term, and conditions contained in this Request for Proposal (RFP). **A mandatory meeting will be held at the Juno Beach Town Center, 340 Ocean Drive, Juno Beach, FL 33408 on Friday August 17, 2018 at 10:00am.**

Interested contractors shall submit one (1) original and three (3) copies in a sealed envelope bearing the name and address of the contractor and the words “**PROPOSAL FOR I.T. CONSULTING SERVICES**” to Town of Juno Beach, 340 Ocean Drive, Juno Beach, Florida 33408 by **11:00 a.m. on Thursday, August 30, 2018.** 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 , Demandstar.com, VendorRegistry.com or by calling Andrea Dobbins, Project Coordinator, at (561) 656-0326. **A non-refundable \$5.00 charge for each hardcopy of the Request for Proposals will be required. Electronic copies are free of charge.**

No proposal may be withdrawn for a period of sixty (60) days after the scheduled closing date for the receipt of proposals except as otherwise provided in the Instructions to Proposers and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

The Town of Juno Beach reserves the right to reject any or all proposals, to waive technicalities, and to re-advertise. The award, if made, will be to the lowest responsive, responsible Proposer as determined solely by the Town.

Due to the sensitive nature of the services performed, each Proposer shall be vetted by the Juno Beach Police Department before a final selection is made.

TOWN OF JUNO BEACH, FLORIDA
Andrea Dobbins
Project Coordinator/Risk Manager

Publish: Palm Beach Post
Sunday, July 15, 2018

INSTRUCTIONS TO PROPOSERS AND TERMS AND CONDITIONS

GENERAL INFORMATION

The Proposal Documents consist of:

1. Request for Proposals;
2. Instructions to Proposers and Terms and Conditions;
3. Introduction, Scope of Work/Specifications, Proposal Response Format;
4. Drug Free Workplace Certification;
5. Sworn Statement on Public Entity Crimes;
6. Standard Contract for Services;
7. Any Addenda issued prior to the date designated for receipt of proposal.

Complete sets of the Proposal Documents shall be used in preparing the 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 "**Proposal for Information Technology Consulting Services**" on the outside and mailed or hand-delivered to the Finance Department on or before the specified time and date.

It is the Proposer's sole responsibility to ensure that his/her Proposal is received by the Finance Department 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 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 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 Proposal, please contact:

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

All questions regarding this Request for Proposal must be submitted in writing by fax to 561-656-0327 or by email to adobbins@juno-beach.fl.us no later than August 23, 2018, 3:00pm EST. 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, FL.

<u>Date/Time</u>	<u>Action/Activity</u>
July 16, 2018	RFP available on Town website and other links
August 17, 2018, 10:00am	Mandatory meeting for all vendors
August 23, 2018, 3:00pm	Questions Due
August 30, 2018, 11:00am	RFP Due
September 4, 2018, 11:00am	Evaluation Committee Meeting Reference Checks
September 12, 2018	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 Proposals.

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 seven (7) 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

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

FEDERAL AND STATE TAX

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

LEGAL REQUIREMENTS

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction

or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

VARIANCES

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

TRADE, BRAND NAMES

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

AWARD

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

PROPOSAL WITHDRAWAL

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

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

CERTIFICATION

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

be in the name of the vendor shown on the Proposal page.

NON-APPROPRIATIONS

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

PROPOSAL FORMS

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

- (A) Lump sum proposals shall be shown in figures.
- (B) Proposals must be signed in ink by the Proposer with the signature in full.
- (C) 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.
- (D) 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 services specified. The Proposer shall submit the following information with his proposal:

- A. A list of five (5) client references providing the client name, address, project representative and telephone number for clients served within the past three (3) years of which at least two (2) are governmental entities and two (2) are law enforcement agencies. Include a brief description of the services performed for each client.
- B. List of equipment and facilities available to do the work.
- C. Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.
- D. List of experience and personnel requirements as set forth in the Scope of Work/Specifications.

- E. A proposed organizational chart identifying professionals to provide Information Technology Services for the Town and their area of responsibilities and certifications.

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

SITE ACCESS AND DUTIES

For the performance of the contract, the contractor will be permitted to occupy such portions of the Town Center as permitted by the owner or its representative or as necessary to complete requested services. He shall leave the site of work in a neat and orderly condition equal to that which originally existed.

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 Proposals 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.

EVALUATION OF PROPOSALS

Contractors shall be ranked based on the following criteria. Based on an initial evaluation and ranking the evaluation committee may select an undetermined number of companies for a demonstration of the solution.

Max. Points	Category
20	<p><i>Qualifications & Experience of Firm</i></p> <ul style="list-style-type: none"> • Qualifications and experience working with Law Enforcement & Government agencies • Provide at least two (2) government and two (2) law enforcement agency references from the past three (3) years
5	<p><i>Location considerations and how it impacts on maintaining effective communication between the Town & Consultant:</i></p> <ul style="list-style-type: none"> • Location of the consultant and proximity of key personnel.
5	<p><i>Scheduling</i></p> <ul style="list-style-type: none"> • Willingness to meet time and budget requirements, where necessary. • Recent, current and projected workload(s) of the consultant. 24/7 availability of key personnel when and if necessary.
20	<p><i>Knowledge/Understanding of Town's Network</i></p> <ul style="list-style-type: none"> • See Scope of Work/Specifications for detailed list.
50	<p><i>Contract Price</i></p>

INTRODUCTION, SCOPE OF WORK/SPECIFICATIONS, PROPOSAL RESPONSE FORMAT

SECTION 1 – INTRODUCTION

The Town of Juno Beach is seeking proposals from qualified contractors that can provide **Information Technology (I.T.) Consulting Services** in full accordance with the specifications, term, and conditions contained in this Request for Proposal (RFP)

You are invited to submit a proposal, it is the Town’s desire to enter into an agreement with a contractor that can provide these services. This Request for Proposal (RFP) states the overall scope of products and services desired, as well as desired vendor qualifications and evaluation criteria.

For information concerning this Proposal, please contact:

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

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>
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SECTION 2 – SCOPE OF WORK/SPECIFICATIONS

Each Proposal shall demonstrate its experience in providing the following requested services. Such experience should include, but not be limited to:

- A. Full IT operational management and responsibility for the IT infrastructure of client's network.
- B. IT Experience working with Law Enforcement Agencies (indicate number of years of experience).
- C. IT Experience working with municipal/government clients (indicate number of years of experience).
- D. Ability to provide a minimum of 24 man-hours per month on site, preferably on a weekly basis.
- E. Ability to provide 24/7 unlimited remote and telephone support, remote monitoring services for entire network. Monitoring services to include server hardening & security. Be available by cell phone with a 60- minute call back response time window including weekends, off-hours and holidays.
- F. Coordinate with third party vendors and computer support vendors as directed by Town staff
- G. Implement solutions for relocation of data systems in the event of a disaster
- H. Strategic Planning Services
- I. Proof of current certification as a Microsoft Certified System Engineer.
- J. Cloud Services
- K. Other support services to include but are not limited to Emergency support for network outages, backup and recovery design & testing
- L. Provide the town staff with a written status update on all unresolved issues as it relates to the network.
- M. Make recommendations to ensure standardization in equipment, operating systems, and applications
- N. Evaluate system to ensure the Town's Police Department and its contractors comply with Criminal Justice Information Services (CJIS) security policy.
- O. Per FDLE, the vendor and its employees are required to submit fingerprints to State and National fingerprint-based record checks, execute CJIS Security Addendums and complete CJIS Security Awareness Training-Level 4 (recertification every 2 years).
- P. Web design is *not required* but it is preferred, if your company has web design experience please give examples of that.
- Q. Please state your experience with the following software and hardware, if you are not familiar with any of these programs/systems please state as such:

- Microsoft Office
- Microsoft Virtual Servers
- Managed Services
- Altaro VM Backup
- Sonicwall Routers
- Cisco Routers
- Buffalo NAS

SECTION 2 – SCOPE OF WORK/SPECIFICATIONS (CONT.)

Netmotion Server and Client
Trend Micro Antivirus
Mobile Device Management
Law Enforcement Mobile Data Computing
Hyper-V
Voice over IP technology
ALPR Camera Software
ArcGIS
GPS Gateway
Superion ONE Solution Public Safety Software
IP Camera Systems
Viewmail
PBSO PALMS
FLCJN
DAVID

Diskeeper Enterprise

****All software and hardware shall be as listed unless consultant can offer compatible solutions with out additional licensing fees.**

SECTION 3 – PROPOSAL RESPONSE FORMAT

The bidder shall follow the following format when submitting their RFP proposal. The Town is not interested in reams of brochures or superfluous information. Only provide the items requested on the following page.

- 1.** Cover letter: Provide a letter on your company’s letterhead with the following information.
 - a. Describe the firm’s organization background.
 - b. Number of years in business. (Minimum 5 years desired.)
 - c. Include a description of the firm’s experience in providing similar work and projects.
 - d. Federal tax ID number.
 - e. Copy of business license from your city of origin and proof the company is licensed to sell/perform their services in the State of Florida.
 - 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.** Description of Proposed solution and how it meets the requirements of the RFP.

- 3.** 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.

- 4.** Provide specific statements on product specifications.

- 5.** Attach required Town forms to this RFP.
 - 1) Cover Letter
 - 2) Proposal Form
 - 3) Drug Free Workplace
 - 4) Public Entity Crime Statement

- 6.** Submit one (1) original and three (3) copies in a sealed envelope bearing the name and address of the firm and the words “INFORMATION TECHNOLOGY CONSULTING SERVICES” to Town of Juno Beach, 340 Ocean Drive, Juno Beach, Florida 33408 by **11:00 a.m. on Thursday, August 30, 2018.**

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.

Proposer's Signature

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

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

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

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

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

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

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

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

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

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

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

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

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

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

(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 20__ by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

CONTRACT FOR SERVICES

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

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

ARTICLE 1-SERVICES

The CONTRACTOR shall furnish an on-site engineer for a minimum of three (3) days per month (eight hours per day) to manage the Town's computer network at a monthly rate of \$_____. The contractor shall also furnish remote information technology services throughout the month, monitoring the Town's network and responding to issues as they arise which is included in the monthly fee. Additional on-site non-scheduled technical support shall be provided upon request and availability, and will be billed at the agreed upon rate of \$_____ per hour.

The TOWN'S representative/liaison during the performance of this Contract shall be Andrea Dobbins, Project Coordinator/Risk Manager, telephone number (561) 656-0326, adobbins@juno-beach.fl.us.

ARTICLE 2-TERM/COMMENCEMENT DATE

This agreement shall become effective October 1, 2018 and shall remain in effect through September 30, 2020, unless earlier terminated in accordance with Article 4. The Town shall have the option to renew this Agreement for up to two (2) two (2)-year renewal terms, for a maximum of six (6) years upon the same terms and conditions contained herein.

ARTICLE 3-COMPENSATION TO CONTRACTOR

- A. Generally - The TOWN agrees to compensate the CONTRACTOR in accordance with the Proposal submitted by the CONTRACTOR. CONTRACTOR'S Proposal 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 Proposal.
- B. Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the TOWN'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the TOWN in advance for each payment period. Invoices will normally be paid within thirty (30) days following the TOWN representative's approval.

ARTICLE 4-TERMINATION

This Contract may be cancelled by the CONTRACTOR upon **ninety (90) days** prior written notice to the TOWN'S representative in the event of substantial failure by the TOWN to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the TOWN, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the TOWN'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the TOWN the CONTRACTOR shall:

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

ARTICLE 5-PERSONNEL

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

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

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

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

ARTICLE 6-INSURANCE

- A. Prior to execution of this Contract by the TOWN the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the TOWN'S

representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

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

ARTICLE 7-INDEMNIFICATION

- A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the TOWN, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.
- B. The CONTRACTOR shall not be required to indemnify the TOWN, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the TOWN, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the TOWN or the CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

ARTICLE 8-SUCCESSORS AND ASSIGNS

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

ARTICLE 9-REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 10-EXCUSABLE DELAYS

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

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

ARTICLE 11-INDEPENDENT CONTRACTOR RELATIONSHIP

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

and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees, agents, or servants to the TOWN shall be that of an Independent Contractor and not as employees or agents of the TOWN.

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

ARTICLE 12-NONDISCRIMINATION

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

ARTICLE 13- ENFORCEMENT COSTS

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

ARTICLE 14- AUTHORITY TO CONDUCT BUSINESS

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

ARTICLE 15- SEVERABILITY

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

ARTICLE 16-PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six

(36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

ARTICLE 17- MODIFICATIONS OF WORK

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

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

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

ARTICLE 18- NOTICE

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

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

and if sent to the CONTRACTOR shall be mailed to:

ARTICLE 19- ENTIRETY OF CONTRACTUAL AGREEMENT

The TOWN and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 17- Modifications of Work.

ARTICLE 20- WARRANTY/GUARANTY

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

ARTICLE 21 – PROTECTION OF WORK AND PROPERTY

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

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

ARTICLE 22 - 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 Proposals issued by the TOWN and the Proposal 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 or 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 31 – INSPECTOR GENERAL

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

ARTICLE 32 – PUBLIC RECORDS

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 656-0316; CCOPELAND@JUNO-BEACH.FL.US; OR 340 OCEAN DRIVE, JUNO BEACH, FL 33408.**

As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

- (1) Keep and maintain public records required by the TOWN to perform the service.
- (2) 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.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if CONTRACTOR does not transfer the records to the TOWN.
- (4) 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.

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

TOWN OF JUNO BEACH

CONTRACTOR:

BY: _____
MAYOR

BY: _____
Name:
Title:

ATTEST:

WITNESSED BY:

BY: _____
TOWN CLERK

Print Name:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
TOWN ATTORNEY

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:

Information Technology Consulting Services for the Town of Juno Beach

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

PROPOSAL OPENING DATE: Thursday, August 30, 2018 @ 11:00 am. 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. The Town reserves the right to make any necessary changes to this contract as it sees fit.

The Proposer is responsible to provide an on-site engineer for a minimum of three (3) days per month (eight hours per day) for a twelve (12) month period, to manage the Town's computer network. The Proposer shall also furnish remote information technology services throughout the month, monitoring the Town's network and responding to issues as they arise. The Proposer must provide verification of experience working with government agencies, law enforcement agencies, and all software and hardware identified in the Scope of Work/Specifications. Due to the sensitive nature of the services performed, each Proposer shall be vetted by the Juno Beach Police Department before a final selection is made.

STATE PRICE IN WORDS AND FIGURES:

TOTAL PROPOSAL: TO PROVIDE INFORMATION TECHNOLOGY CONSULTING SERVICES FOR THE TOWN OF JUNO BEACH FOR A MINIMUM OF 24 HOURS A MONTH ON-SITE INCLUDING 24/7 UNLIMITED REMOTE AND TELEPHONE SUPPORT:

DOLLARS PER MONTH

(\$ _____)

Additional on-site non-scheduled technical support shall be provided upon request and availability and will be billed at a rate of \$ _____ per hour.