

Exhibit A

AGREEMENT

FOR CONTINUING GEOGRAPHIC INFORMATION SYSTEM (GIS) CONSULTING SERVICES

THIS AGREEMENT with an Effective Date, as defined below, by and between the Town of Jupiter Island, (“Owner”), mailing address: 2 Bridge Road, Hobe Sound, FL 33455, and Florida Technical Consultants, LLC, a Florida limited liability company, with a principal address of 533 East Ocean Avenue, Suite #2, Boynton Beach, FL 33435 (hereinafter referred to as “Contractor”).

RECITALS

A. In response to SMRU RFQ 2023-02 (the “RFQ”), Contractor submitted a response dated January 4, 2023 (the “RFQ Response”) for Continuing Geographic Information System Consulting Services (“Services”); and

B. Town has determined that Contractor’s RFQ Response provides the best value to Town, and Town wishes to enter into an agreement for Services with Contractor; and

D. Contractor agrees to perform the Services for Town under the terms and conditions set forth in the RFQ, the RFQ Response and this agreement and the attached exhibits (collectively, the “Agreement”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. RECITALS

The foregoing recitals are true and are hereby made a part of this Agreement. Contractor agrees to provide the Services to Owner in accordance with the terms of this Agreement.

1. Term. The term of this Agreement commences on execution of this Agreement by Owner (the “**Effective Date**”) and continues for a term of four (4) years with two (2) one-year renewal option for a total of six (6) years. Time is of the essence in the performance of this Agreement.

2. Compensation. The compensation rates and terms set forth in Exhibit A and attached to this Agreement will be applicable during the term of this Agreement, as adjusted pursuant to the terms of the Agreement.

3. Service Requests. The Services to be provided by Contractor include Continuing GIS Services for Owner’s South Martin Regional Utility (SMRU) distribution, collection, Water Treatment, Wastewater Treatment and Reuse Facilities. The requested services include, but are not limited to, the following:

- Update existing GIS desktop utility map and existing web-based utility map to include all pertinent as-built information including manhole structure, pipeline, valve, water and sanitary service line, water meter, backflow preventer, fire hydrant, lift station and well data
- Update existing GIS utility map to include Martin County and Town of Jupiter Island stormwater conveyance system in SMRU service area
- Provide hyperlinks to as-builts on desktop utility map
- Provide training to the respective SMRU personnel
- Special work orders for the development of GIS layers for various applications

A. No service requests under this Agreement are authorized upon execution of the Agreement. The Owner shall initiate requests for service by providing Contractor with a written service request (a “**Service Request**”).

B. Each Service Request will set forth, among other things, the following:

- i. The scope of service requested;
- ii. The time and schedule of service;
- iii. The method and amount of compensation as set forth in Section 3 above;
- iv. Any modifications to this Agreement, if mutually agreed upon by the parties.

C. The services to be rendered by Contractor shall commence after the execution of each Service Request. Contractor’s work shall be performed, completed and submitted to Owner as specified in the Service Request.

D. The terms and conditions of this Agreement shall be incorporated within and made a part of each Service Request.

4. Invoices. Applications for payments under the Agreement shall be submitted to the following:

Finance Director
 South Martin Regional Utility/Town of Jupiter Island
 P.O. Box 395
 Hobe Sound, FL 33475

Notwithstanding any provision of the Contract Documents to the contrary, payment of each Invoice will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, a dispute resolution provided detailed invoices are submitted in compliance with the terms of this Agreement.

5. Notice. All notices and other communications required in connection with this Agreement shall be in writing unless otherwise specified herein, and any notice or other communication required hereunder shall be e-mailed and mailed to the address set forth below, and shall be deemed delivered three (3) business days after the deposit of the mailed notice thereof in any main or

branch office of the United States Post Office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties respectively as follows:

For notices and communications to Owner:

Town Manager
SMRU / Town of Jupiter Island
P.O. Box 395
Hobe Sound, FL 33475
Email: mventura@tji.martin.fl.us

For notices and communications to Contractor:

James Barton, P.E.
Florida Technical Consultants, LLC
522 East Ocean Avenue, Suite #2
Boynton Beach, FL 33444
Email: jbarton@fltechinc.com

By notice complying with the foregoing requirements of this section, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address shall be effective until received.

6. Agreement Documents. Contractor agrees to complete all work in accordance with the Agreement Documents. The term "Agreement Documents" shall include all the terms and conditions and Work requirements contained in this Agreement, on Owner website(s), and the following documents, all of which taken together are incorporated herein and form the Agreement Documents. The Agreement constitutes the entire agreement between Contractor and Owner and supersedes all prior verbal and written agreements, understandings, negotiations and discussions between the parties hereto. The terms and conditions of the RFQ is incorporated herein and made a part of this Agreement, together with the Owner's Contractor General Conditions. No verbal agreement or conversation with any officer, agent or employee of Owner either before or after execution of the Agreement shall affect or modify any of the terms or obligations contained in any of the documents comprising said Agreement Documents. For convenience sake, all of the Agreement Documents are not be attached to Agreement, but the indicated documents make up the Agreement Documents and are incorporated into the Agreement, regardless of whether they are attached.

7. Captions. The titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

8. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be held by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remaining provisions of this Agreement and the validity, enforceability, and application of such provisions to other persons or circumstances shall not be impaired thereby, but such remaining provisions of this Agreement shall be interpreted, applied and enforced so as to

achieve, as near as may be, the purposes and intent of this Agreement to the greatest extent permitted by applicable law.

9. Waiver. Unless otherwise specifically provided herein, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. In any representation, warranty, or covenant by the other party, such waiver shall be limited to the breach so waived and shall not be deemed to waive any other breach under this Agreement.

10. Conflict of Interest. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes, and as may be amended from time to time. Contractor further represents that no person having any interest shall be employed for said performance.

11. Warranties and Representations. Contractor restates, and makes current to the date of this Agreement, and incorporates in this Agreement, the warranties and representations in the Contract Documents. Prior to performance of any work under this Agreement and as a condition precedent to this Agreement, Contractor shall provide Owner a current Certificate of Corporate Principal, a current Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes, a current Certificate of Liability Insurance, a current State of Florida license certification, and a current RFQ Responder's Qualifications Statement/Statement of Business Organization.

12. Termination. Owner may terminate this Agreement upon written notice to Contractor. Contractor's sole remedy upon such termination is to receive payments due under this Agreement for outstanding Service Request performed through the date of termination, which Service Requests terminate with the termination of the Agreement.

13. Allotment of Service Requests to Contractor. Owner, through its designated representative, shall, in its sole discretion, issue Service Requests to Contractor as deemed in the best interests of Owner. The Agreement in no way guarantees any future Service Requests. Owner retains the right to utilize other contractors or otherwise RFQ Response and execute procurements. Contractor shall have no right to appeal or challenge Owner's decision regarding distribution of Service Requests.

14. Choice of Law and Venue. This Agreement shall be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. To the extent Chapter 558, Florida Statutes, is applicable, the parties expressly opt out of the requirements of Chapter 558, Florida Statutes, within the meaning of Section 558.005(1), Florida Statutes. Venue with respect to any state or federal litigation in connection with this Agreement shall be exclusively in Martin County, Florida.

15. Availability of Funds. This Agreement is conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of Owner. If funding for this Agreement is in multiple years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of

contracts with a term of more than one (1) year, but any contract so made will be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, Owner may terminate this Agreement upon notice to Contractor.

16. Scrutinized Companies List. Pursuant to Section 787.135, Florida Statutes, Contractor represents that it is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Additionally, if the Agreement Price is \$1,000,000 or more, Contractor represents that neither Contractor nor its principals or owners are listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violations of this section may result in termination of the Agreement and recovery of all monies paid to Contractor under the Agreement.

17. Federal Labor/Employment Laws. In accordance with Section 255.20, Florida Statutes, Contractor represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding the subjects such as safety, tax withholding, workers' compensation, reemployment assistance of unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws with the past five (5) years.

18. Prohibited Persons. Neither Contractor nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Contractor) is or will be an entity or person(i) that is listed in the Annex t, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in EO13224, (iv) is subject to sanction of the United States Government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (and all parties described in clauses (i) – (v) above are herein referred to as a "Prohibited Person".)

19. E-Verify/Verification of Employment Status. As required by Section 448.095(2)(a), Florida Statutes, Contractor represents to Owner that Contractor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. Contractor must provide documentation of its compliance with this requirement to Owner upon Owner's request. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit that the subcontractor does not employ an unauthorized alien. Contractor must maintain a copy of such affidavit(s) for the duration of the contract. Contractor must provide documentation of its subcontractors' compliance with this requirement to Owner upon Owner's request. Contractor agrees that its violation of this section will be grounds for the unilateral termination of the contract by Owner, which termination is not a breach of contract.

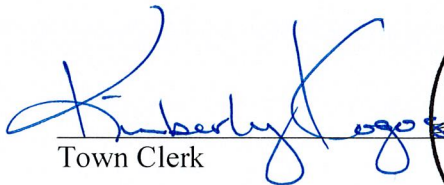
20. Public Records.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK, WHO IS OWNER'S CUSTODIAN OF PUBLIC RECORDS, AT:

**Office of the Town Clerk
Town of Jupiter Island
2 S.E. Bridge Road
Hobe Sound, Florida 33475
772-545-0100
kkogos@tji.martin.fl.us**

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of date signed by Owner (the "Effective Date).



Town Clerk

(TOWN SEAL)



Town of Jupiter Island, Florida

By:

Whitney D. Pidot

Its Mayor

Date:



Florida Technical Consultants, LLC

By:


James Barton, P.E.

Its President



Professional Services Fees

January 1, 2023

Florida Technical Consultants Fee Schedule 2022 - 2028

Position	Rate	Rate	Rate
	Oct 2022 – Sept 2024	Oct 2024 – Sept 2026	Oct 2026 – Sept 2028
Principal	\$160	\$165	\$170
Project Manager	\$150	\$155	\$160
Senior Professional Engineer	\$145	\$150	\$155
Project Engineer	\$140	\$145	\$150
Senior GIS Analyst	\$135	\$140	\$145
Construction Services Manager	\$130	\$135	\$140
Project GIS Analyst	\$125	\$130	\$135
Junior Engineer	\$125	\$130	\$135
GIS Specialist	\$115	\$120	\$125
CAD Technician	\$115	\$120	\$125
GIS Technician	\$105	\$110	\$115
Clerical	\$65	\$70	\$75

Should you have any questions, please do not hesitate to contact me at my office at (954) 954-8488 or send me an electronic message at jbarton@fltechinc.com.

Respectfully submitted,

James Barton, P.E.
President
Florida Technical Consultants

**ADVERTISEMENT
RFQ 2023-02**

**REQUEST FOR QUALIFICATIONS (RFQ)
SMRU CONTINUING GEOGRAPHIC INFORMATION SYSTEM (GIS)
CONSULTING SERVICES**

Town of Jupiter Island
Kimberly Kogos– Town Clerk
2 Bridge Road
Hobe Sound, FL 33455

Phone: 772-545-0100

Fax: 772-545-0188

kkogos@tji.martin.fl.us

In accordance with Florida Statutes, Section 287.055 Consultant's Competitive Negotiations Act (CCNA), the Town of Jupiter Island, Florida (“Town”) is soliciting a Request for Qualifications (RFQ) to provide Professional Services for:

SMRU Continuing GIS Consulting Services

The Town owns and operates The South Martin Regional Utility (“SMRU”) located in southeast Martin County, Florida. The Town announces that professional qualifications are requested from consulting firms (“Consultant(s)”) for **CONTINUING GIS SERVICES**, for the SMRU distribution, collection, Water Treatment, Wastewater Treatment and Reuse Facilities. The requested continuing professional services include, but are not limited to, the following:

- Update existing GIS desktop utility map and existing web-based utility map to include all pertinent as-built information including manhole structure, pipeline, valve, water and sanitary service line, water meter, backflow preventer, fire hydrant, lift station and well data
- Update existing GIS utility map to include Martin County and Town of Jupiter Island stormwater conveyance system in SMRU service area
- Provide hyperlinks to as-builts on desktop utility map
- Provide training to the respective SMRU personnel
- Special work orders for the development of GIS layers for various applications

Sealed responses shall be delivered to the Town Clerk at the above address until **2:00PM** local time, on **January 4, 2023. Envelopes shall be labeled RFQ 2023-02.**

The Town of Jupiter Island is an equal opportunity/affirmative action employer.

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SCOPE OF SERVICES

The Consultant shall perform, as needed, continuing GIS consulting services for SMRU's entire utility system and service area. The applications for which consulting services will be needed will require close and frequent liaison with the SMRU Director and Administrative Team. Projects may include, but are not limited to, the following:

- Update and Correct Existing Data
 - Update existing GIS desktop utility map and existing web-based utility map to include all provided as-built information including pond, manhole structure, pipeline, valve, water and sanitary service line, water/ IQ meter, backflow preventer, fire hydrant, lift station and well data
 - Attributes to be added/ verified include:
 - Boundaries
 - Service Area boundaries
 - Neighborhood/ Subdivision Boundaries
 - Municipal Boundaries
 - Pipelines:
 - Material (Pipe & Casing)
 - Year Constructed/ Rehabilitated
 - Diameter (Pipe & Casing)
 - Abandoned vs in service
 - Flow Directions
 - Main break locations & year
 - Valve locations, type
 - Chlorine residual data
 - Utility Easements - O.R. book & Page #
 - Manhole/ Cleanout
 - Rim & Invert elevations
 - Year Constructed/ Rehabilitated
 - Fire Hydrant
 - Number
 - Flow rating & recent test flow data
 - Lift Station
 - Number
 - Public VS Private
 - Pump information & design flow rate
 - Wetwell Depth & influent/ effluent pipe data
 - Contributing areas/ cascading station information
 - Backflow Prevention Devices
 - Year Installed
 - Type/ size
 - Certification # & Date
- Update existing GIS utility map to include Martin County and Town of Jupiter Island stormwater conveyance system in SMRU service area
- Provide hyperlinks to as-builts on desktop utility map
- Maintain existing GIS map (desktop & web based) with new development project as-builts, and with field corrections from SMRU staff

- Training
 - Provide training to the respective SMRU personnel
- Other work orders
 - Special work orders for the development of GIS layers for various applications
 - Evaluation of existing GIS system, and recommendations for future applications & improvements

It is the intent of the Town to select the top ranked firm for this solicitation. The Town reserves the right to select more firms if qualifications merit.

It is the intent of the Town that the agreement will have a term of four (4) years with two (2) one-year renewal option for a total of six (6) years. No representation or guarantee is made by the Town as to the minimum or maximum dollar value, volume of work, or type of work that any Consultant will receive during the term of any agreement.

After technical selection is completed, the Consultant(s) will be asked to submit labor classifications, fully burdened labor rates and rates for other expenses

Upon negotiation and award of contract, the Town will issue individual Task Orders for projects on as needed basis. Task Order quotes and invoices shall, at a minimum, include labor classifications, hours, rates, and any other direct costs (material, travel, etc.), indirect costs and profit/fee. Reimbursable expenses for unforeseen items and quantities shall be based upon prior approval of the project manager for actual and reasonable costs subsequently supported by invoices.

CRITERIA FOR SELECTION OF FIRMS *

Criteria	Point Value
Professional Qualifications, Experience	0-30
Past Relevant Project Performance	0-35
Location of Primary Firm (In Martin County = 10, In St. Lucie or Palm Beach County = 8, In State of Florida = 5, Outside Florida = 0)	0-10
Certified Minority Business, Disadvantaged Business Enterprise or Small Business Enterprise, primary firm (Yes=2, No=0)	0 or 2
Recent, current & projected workloads	0-8
Willingness, ability, past performance record to meet time & budget requirements	0-15
Total Points	0-100

*The selection committee will independently review the submittals and decide by consensus, based upon capabilities, adequacy of personnel, past record, and experience of the firm or individual, which firms will be shortlisted and interviewed for consideration of contract award. Shortlisted firms may be interviewed and/or allowed time for a brief presentation and the criteria above will be used to rank the firm.

Selection Committee Members
Stuart Trent – Town of Jupiter Island/SMRU
Dave Thomas – SMRU
Kevin Carey – SMRU
John Duchock – Town of Jupiter Island

FORM OF SUBMITTAL

1. Submittal to be provided in the order below:
 - a. Cover letter / statement of interest (*including e-mail address of person to be notified of addenda, communication, or award*), duly signed by an authorized corporate officer, principal, or partner. Include physical address of primary firm. (2-page limit)
 - b. Professional qualifications of firm (3-page limit).
 - c. Professional qualifications of specific individuals assigned to the key components of the project (1 page per person, 5 maximum).
 - d. List and description of relevant projects performed in the last four years – complete form provided (7-page limit).
 - e. Certified minority business enterprise or DBE/SBE status (provide copy of certificate).
 - f. Statement of recent, current and projected workload relative to firm’s ability to complete tasks in a timely manner (1 page limit).
 - g. Statement of firm’s willingness to meet the time and budget requirements of tasks (1 page limit).
 - h. Disclosure of any potential conflict of interest due to any other clients, contracts, or property interests for this project only. Include a notarized statement certifying that no member of your firm ownership, management or staff has a vested interest in any aspect of or Department of the Town of Jupiter Island (1 page limit).
3. Consultants that do not comply with all the above instructions or do not include all the requested data may not be considered and may be returned to submitter as non-responsive.
4. Six (6) paper original and one (1) electronic copy of submittal on CD in PDF format to be submitted. Paper submittal shall be bound by staple or binder clip and shall consist of paper only.

ADDITIONAL INFORMATION

1. Cone of Silence. The Town prohibits any discussion by a consultant or sub consultant with Selection Committee members or any other employee regarding this Contract outside the Town Clerk including but not limited to the Town’s Administration and Town Commissioners about the project during the selection process from the time of advertisement until contract award except during public meetings. Violation of this policy shall result in disqualification of the vendor.
2. Contract. The successful Consultant shall be required to execute the Contract included with this RFQ and be able to provide the required insurance. Consultants not able to do this should not submit an RFQ.
3. All questions concerning this selection process or this document, and protests, or appeals of the decision of the Selection Committee must be addressed in writing to the Town Clerk and e-mailed to kkogos@tji.martin.fl.us or faxed to 772-545-0188. Questions shall be received no later than ten (10) calendar dates prior to the response opening date. All questions will be answered via formal addenda in writing to all interested parties via email.

4. The Town reserves the right to reject all submittals with or without cause, to waive technicalities, or to accept those submittals which best serve the interests of the Town. Cost of the submittals is considered an operational cost of the Consultant and shall not be passed on to or borne by the Town. All submittals shall become public records upon receipt by the Town.
5. Submittals may be withdrawn prior to Submittal due date by written or faxed request dispatched by the Consultant and received by the Town Clerk before the time for receiving Submittals has expired.
6. The Town reserves the right to request clarification of information submitted and to request additional information of one or more Consultants after the deadline for receipt of Submittals.
7. Costs for preparation of a response to this request are solely those of the Consultant and the Town assumes no responsibility for any such costs incurred by the Consultant. The Town will not be liable for any costs incurred by the Consultant prior to execution of the contract by the parties.
8. Submittals shall be on letter sized paper and shall be printed with a minimum 12-point font.
9. Consultants are instructed NOT to fax their submittal. Faxed submittals shall be rejected as non-responsive.
10. Consultants must indicate on the outside of their envelope the following:
 - RFQ Number & Name
 - Date and time of opening
 - Name and address of consultant
11. No oral interpretation of this RFQ shall be considered binding. The Town shall be bound only when such statements are written and executed under the authority of the Town Clerk. Any and all interpretations and any supplemental instructions will be in the form of written addendum, which, if issued, will be sent by mail and/or faxed and emailed to all registered Consultants at the respective points of communication furnished for such purposes. A copy may be obtained from the Town Clerk where the documents are to be distributed. Failure of any Consultant to receive such addendum shall not relieve said Consultant from any obligation under the RFQ submitted. All addenda issued shall become part of the Contract Documents.
12. All Submittals must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) with a signature in full on the Cover Letter/Statement of Interest. When a firm is a Consultant, the RFQ shall be signed in the name of the firm by one or more of the partners. When a corporation is the Consultant, the officer signing shall set out the corporate name in full beneath which he shall sign his name, give title of his office and affix the corporate seal. Anyone signing the RFQ as agent must file with it legal evidence of the signature authority. Consultants who are nonresident corporations shall furnish to the Town a certified copy of their permit to transact business in the State of Florida along with their RFQ.
13. Submittals that contain any limiting terms and conditions that do not explicitly agree to provide the scope in the contract documents may be disqualified.
14. The Consultant understands that this RFQ does not constitute an agreement or contract with the Consultant. Town contracts are awarded only when a fully executed written agreement has been returned to the Consultant by the Town.

15. Any Consultant who presents in its RFQ to the Town, any information which is determined by the Town, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration.
16. The recommended shortlist of firms will be posted for review by any interested parties at the office of the Town Clerk.
17. All Submittals must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing the RFQ documents. All Submittal documents and/or necessary forms must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
18. It is the policy of the United States, the State of Florida, or the Town that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUB Zone small business concerns, small, disadvantaged business concerns, and women-owned small business concerns (hereinafter "small business concerns") shall have the maximum practicable opportunity to participate in performing contracts, including contracts and subcontracts. It is further the policy that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns. The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the appropriate government agency as may be necessary to determine the extent of the Contractor's compliance with this clause.
19. It is the intent of this solicitation to secure services to be used by the Town. However, by proposing, the Consultant may accept purchases by other Florida Governmental agencies from this proposal. The successful proposer(s) and the other requesting Governmental agency shall handle any such purchases separately. As such, purchases or contracts with other Governmental agencies shall not apply to the Town's contract limits. The Town assumes no liability for materials or services ordered by any other Governmental agency by virtue of this proposal.
20. The successful proposer(s) will be required to monitor the performance of his employees on a periodic basis while they are assigned to the Town. The successful proposer(s) is required to comply with the Immigration Reform Act of 1986 (IRCA) which requires all individuals hired after November 6, 1986, to provide employers with proof of citizenship or authorization to work in the United States.
21. As required by FS 287.133; "A person or affiliate who has been placed on the convicted vendor list following a conviction for Public Entity crime may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid or contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount in Section 287.017, for category two for a period of thirty-six months from the date of being placed on the convicted vendor list". Questions regarding this statement should be directed to Bureau of State Procurement (904) 488-8131.