

INVITATION TO BID



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Bid Title: Fire Rescue Metal Building	
Bid Number: NC20-014	
Requesting Department: Facilities Maintenance Department	Bid Contact: Grayson Hagins, Contract/Purchasing Manager
Contact Address: 96135 Nassau Place, Suite 2 Yulee, Florida 32097	Contact Information: 904-530-6040 Email: ghagins@nassaucountyfl.com
Bid Due Date or Closing Date/Time: Wednesday, May 20, 2020 @ 4:00 PM	Bid Opening Date/Time: Friday, May 22, 2020 @ 4:00 PM
Location to Mail Bid: John A. Crawford, Ex-Officio Clerk, Robert M. Foster Justice Center, 76347 Veterans Way, Suite 456, Yulee, FL 32097	

In accordance with the intent and content of this Invitation to Bid (ITB), we the undersigned do hereby offer to perform as stipulated in this response. Failure to do so may result in the forfeiting of bid security, removal from the County's bidder list, or other remedies available to the County under the laws of the State of Florida.

Legal Name of Bidder:		
Business Address		
Phone Number	Fax Number	E-Mail Address:
Vendor's Florida License Number (as applicable):		
Authorized Signature (manual)		Date:
Printed Signature:		Title:

General Instructions/Declarations

1. Bids will be opened by a representative of the Clerk's Office at the Robert M. Foster Justice Center, 76347 Veterans Way, Second Floor, Yulee, Florida 32097, on the appropriate date and time as shown above. Bid results will be available pursuant to Fla. Stat. §119.071(b).
2. Bids must be SUBMITTED ON THE FORM FURNISHED BY THE COUNTY and in accordance with specifications and list of quantities desired.
3. Page One must be completed and submitted as the top sheet of your bid response.
4. It is the intent and purpose of Nassau County that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Contract Management Office at the address noted above, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Contract Management Office not later than seven (7) calendar days prior to the bid closing date.
5. **THERE WILL NOT BE A NON-MANDATORY PRE-BID CONFERENCE FOR THIS BID (see A18).**

(THIS PAGE MUST BE RETURNED WITH YOUR BID)

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SECTION A. INSTRUCTIONS TO BIDDER

- A1.** Bidders are expected to examine this bid forms, specifications, attached drawings, if any, and all instructions. Failure to do so will be at the Bidder's risk.
- A2.** All prices and notations 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 bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- A3. Definitions:** The term "County" means the Nassau County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents or employees.
- A4. Bid Price Sheet:** Each bidder shall furnish the information required on the Bid Price Sheet, Attachment "B", and each accompanying sheet thereof on which he makes an entry. Offers submitted on any other format may be disqualified.
- A5. Bid Submittal:** All bids must be submitted in a sealed envelope, plainly marked on the outside with the invitation to bid name, bid number, date and time of opening, vendor's name and return address.

Submit your bid as follows: **One (1) original** must be submitted. Include the bid cover page, and bid section on which the instructions require return with the bid, any page where the bidder has taken exception(s), the duly designated "Bid Price Sheet", and any supporting documentation or literature being submitted in support of your bid.

It is the bidder's responsibility to assure that Bids are received in the office of John A. Crawford, Ex-Officio Clerk, 76347 Veterans Way, Suite 456, Yulee, Florida 32097, on or before the date and time specified on page one of this Invitation to Bid. No Electronic or facsimile bids will be considered. Bids received after the date and time specified will be rejected and returned unopened.

ALL BIDS MUST BE MAILED. The sealed envelope containing the bid must be enclosed in another envelope addressed to Nassau County Board of County Commissioners, C/O John A. Crawford, Ex-Officio Clerk, 76347 Veterans Way, Suite 456, Yulee, FL 32097.

IN PERSON DELIVERIES WILL NOT BE ACCEPTED.

- A6. Bid Opening:** Bids will be opened at the office of the Clerk on the date and time specified on page one of this Invitation to Bid at the Robert M. Foster Justice Center, 76347 Veterans Way, Yulee, Florida.
- A7. Effective July 1, 2012 – Amendments to Public Meetings and Public Records Laws for Government Contracting:** Pursuant to recent changes in Florida Statutes Chapter 119.071 (General Exemptions from inspection or copying of public records) the bid opening process is temporarily exempt from Public Records requirements, except bids received pursuant to a competitive solicitation for construction or repairs on a public building or public work. Information may be released to the public once the Board provides a notice of intended decision or 30 days after the bid opening, whichever is earlier.

Pursuant to recent changes in Florida Statutes Chapter 286.0113 (General exemptions from public meeting requirements) any portion of a meeting in which negotiations with a vendor is conducted as part of the “competitive negotiation” process at which a vendor makes an oral presentation or answers questions as part of the “competitive solicitation” process are exempt from public meeting requirements until the Board provides notice of an intended decision or until 30 days after bid opening, whichever is earlier. Any portion of a committee meeting at which negotiation strategies are discussed is exempt.

A complete record shall be made of any portion of an exempt meeting; no portion may be held off the record. The recording of and any records presented at the exempt meeting are exempt from FS119.071 until such time as the board provides notice of an intended decision or 30 days after opening the bids, proposals or final replies.

Please refer to Florida Statutes Chapter 119.071, Chapter 255.0518 and Chapter 286.0113 for further details.

- A8. Bid Withdrawal/Modification:** Bids may not be withdrawn for a period of ninety (90) days after the bid opening date. However, bids may be withdrawn or modified anytime before the bid opening. A bidder may withdraw their bid or make a modification without prejudice to themselves, not later than the day and hour set for opening the bids, by communicating their purpose in writing to the County and their bid will be returned to them unopened.
- A9.** Bidders’ attention is specifically called to the terms and conditions of this solicitation. Bidders without exception will be solely responsible for all aspects of the terms, conditions and special provisions of this solicitation.
- A10. Lump Sum/Unit Price Accuracy:** Please check your pricing before submitting your bid, as no change in prices will be allowed after the bid opening. In cases of the extended price irregularities, unit pricing will prevail. Please note that the County reserves the right to clarify and correct blatant unit price or extended amount errors.
- A11. Proper Signatures:** Failure to sign the Bidder Declaration/Acknowledgement may result in a disqualification of your bid. **Please be sure your bid is signed.**
- A12. Limitations on Liability:** Bidders are advised that the County will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by them without any limitations as to dollar amount. The County will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid or the resulting contract will be considered unresponsive and the bidder non-responsible and as such, the bid will not be accepted by the County.
- A13. Questions:** Questions relative to interpretation of specifications or any aspect of the solicitation process shall be received through written, email or fax inquiries directed to the contact name listed on page one no later than seven (7) calendar days prior to the bid closing date. Questions of sufficient general interest will be formatted by the Contract Management Office and issued to all interested parties in the form of an addendum. Oral answers by any member of the requesting department will not be authorized and the County will not entertain any protests based on a verbal instruction.
- A14. Addenda:** It will be the responsibility of the bidder to contact the County prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return an executed addenda acknowledgement form with their bid (Attachment "D"). Failure to comply may result in disqualification of

your submittal. County will not consider requests to reopen a bid as a result of the failure of the bidder to secure addenda.

A15. Insurance: Bidder shall include in their bid package a copy of their current insurance coverage certification. The successful bidder will be required to provide the minimum insurance requirements found in *General Information and Minimum Insurance Requirements Form*, attached hereto as Exhibit "2".

A16. Bidders are requested to refrain from contacting the requesting/evaluating Departments or Divisions during the bid process. **ANY QUESTIONS FROM BIDDERS OR EVALUATING DEPARTMENTS OR DIVISIONS MUST BE ADDRESSED TO THE CONTRACT MANAGEMENT OFFICE.**

A17. Bid Check List: Bidders are cautioned to please check their bid very carefully, using the following check list of forms to be submitted:

_____ Invitation to Bid cover page signed

_____ Bid Price Sheet (Attachment "B")

_____ Addendum Acknowledgement (Attachment "D")

_____ Public Entity Crimes Sworn Statement (Attachment "E"), signed and notarized

_____ Experience of Bidder (Attachment "F")

_____ Drug Free Workplace (Attachment "G"), signed and notarized

_____ Proof of current Insurance Certificate

A18. PRE-BID MEETING: THERE WILL NOT BE A NON-MANDATORY PRE-BID MEETING

Location: N/A

Time: N/A

- Requests for site visits must come through Contract Management and be approved by the Facilities Maintenance Department.

A19. Bid Bond (If Applicable): NOT APPLICABLE FOR THIS PROJECT Each bid must be accompanied by a Bid Bond payable to the Owner for five percent (5%) of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three (3) lowest responsible bidders. When award is made, the bonds of the two remaining unsuccessful bidders will be returned. The Bid Bond of the successful bidder will be retained until the Payment Bond and the Performance Bond have been executed and approved, after which the Bid Bond will be returned. A certified check may be used in lieu of a Bid Bond.

A20. Performance/Payment Bond (If Applicable): NOT APPLICABLE FOR THIS PROJECT If awarded a Contract, the successful bidder, within ten (10) calendar days of contract execution, must provide an

acceptable Performance Bond and Payment Bond, each in the amount of one hundred percent (100%) of the Contract, with a corporate surety, for the faithful performance of the work outlined in Attachment “A” – Technical specifications/Scope of Work.

SECTION B. GENERAL PROVISIONS

- B1. Terms & Conditions:** Bidder proposes and agrees, if this bid is accepted, to enter into a Contract with Nassau County Board of County Commissioners, to perform and furnish all goods and services specified or indicated in the Contract Documents for the agreed price and within the agreed time indicated in this Bid, and in accordance with the other terms and condition of the Contract Documents and Instructions to Bidders made a binding part of this bid. A SAMPLE Contract, attached hereto as Exhibit “1” and made a part hereof, and the county reserves the right to change, revise or modify this Contract in its entirety or any part thereof prior to obtaining execution by all parties. The successful bidder(s) shall execute and return to the County within ten (10) days after receipt all contractual documents, performance and payment bonds (if applicable), insurance certificates and any other documents, required by this bid. No Contract shall be considered binding upon the County until it has been properly executed by all parties.
- B2. Receiving/Payment/Invoicing:** The County shall pay all vendors within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida’s Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until goods/services, have been received, inspected and accepted by the County in the quality and quantity ordered. Payment will be accomplished by submission of invoice with the Contract Number referenced thereon and mailed to the address provided by the Facilities Maintenance Department. Payment in advance of receipt of goods/services by the County will not be made.
- Invoice submitted shall be in sufficient detail as to item, service, quantity and price in order for the County to verify compliance with accepted bid proposal.
- B3. Acceptance of Goods/Services:** Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the goods/services meet bid specifications and conditions. Should the goods/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager’s Office may authorize the recipient to refuse final acceptance of the goods/services. Should a representative of the County agree to accept the goods/services on condition that the vendor will correct his performance within a stipulated time period, then payment will be withheld until the services are performed as specified.
- B4. Taxes:** Nassau County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. Please refrain from including taxes in any billing or invoicing.
- B5. Independent Pricing:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:
- (a) The prices in this bid have been arrived at independently, without consultation, communication, collusion or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor.

- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any offeror or to any competitor; and
- (c) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

B6. Conflict of Interest: All bidders must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the County. Further, all bidders must disclose the name of any Nassau County officer, or employee who owns, directly or indirectly an interest of ten (10%) percent or more of the bidder's firm or any of its branches. Failure to disclose in this manner will result in disqualification of your bid or cancellation of work. The County will seek damages for recoupment of losses in having to re-bid or re-assign.

B7. 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. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it is understood and agreed the general and special conditions in this solicitation and contract documents are the only conditions applicable to this bid and the bidders authorized affixed to the bid signature section attests to this.

B8. Public Records Requirement: The County is a public agency subject to Chapter 119, Florida Statutes. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-5250, DMOODY@NASSAUCOUNTYFL.COM, 96161 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the vendor is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the vendor shall:

- a) Keep and maintain public records required by the public agency to perform the service.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the vendor does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the vendor or keep and maintain public records required by the public agency to perform the service. If the vendor transfers all public records to the public agency upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If a vendor does not comply with a public records request, the County shall enforce the contract provisions in accordance with the contract.

- B9. Public Entities Crimes:** 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 of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, 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, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The sworn statement form for Public Entities Crimes under section 287.133(3)(a), Florida Statutes, Attachment “E”, must be submitted with the bid.
- B10. Debarred Vendors:** The County reserves the right to withhold award, rescind award or forego award to any bidder or bidder who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be County’s sole determination as to the desirability of contracting with a bidder who has been barred from doing business with any public entity.
- B11. Equal Opportunity:** The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.
- B12. Other Entity Use:** All Bidders/Proposers submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies, under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid/proposal.

This Contract in no way restricts or interferes with the right of any governmental agency to re-bid any or all items.

SECTION C. SPECIAL PROVISIONS

- C1. Minimum Standard:** Specifications listed herein describe the expected minimum standard. These specifications are intended to be descriptive in nature and are not intended to eliminate any vendor from submitting a bid.
- C2. Existing Permits and Identification Numbers:** Any and all permits, state licenses and/or Dept. of Environmental Protection identification numbers are to be available for review upon request.
- C3. Experience of Bidder:** Bidder must be a provider currently doing business with the general public, currently servicing a minimum of three (3) commercial accounts equal in size and scope to this bid and be properly licensed to do business in the State of Florida. Bidder, under their current business name, must also have a minimum of one (1) consecutive year of verifiable experience servicing commercial accounts equal in size and scope to this project. Bidder must complete the Experience of Bidder form, Attachment “F”, and return with bid.

C4. Additional Information: The County reserves the right to request any additional information needed for clarification from any bidder/proposer for evaluation purposes.

C5. Attachments/Exhibits: All attachments and exhibits are made an essential part of this bid.

- Attachment A – Technical Specifications/Scope of Services
- Attachment B – Bid Price Sheet
- Attachment C - Statement of “No Bid”
- Attachment D - Addenda Acknowledgement
- Attachment E – Public Entities Crimes
- Attachment F - Experience of Bidder
- Attachment G – Drug Free Workplace Certificate
- Exhibit 1 – Sample Contract
- Exhibit 2 – General Information and Insurance Requirements

If you choose not to bid on this Invitation to Bid, please complete and return Attachment “C” prior to the bid opening.

Insurance Requirements must be provided by the successful bidder as required.

SECTION D. AWARD OR REJECTION OF BIDS

D1. Award of Contract: Award will be made to the responsible bidder most responsive to the solicitation with the lowest bid meeting specifications.

D2. Right to Reject: The County reserves the right to reject any or all bids, with or without cause, without recourse, to waive technicalities or to accept the bid which in its judgment best serves the interest of the County. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or borne by the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or whose investigation shows is not in a position to perform the contract.

D3. The Contract: The County will provide a contract for the successful bidders’ execution.

D4. Placing of Orders: The award of this bid does not constitute an order or a Notice to Proceed. Before any services can be performed, the successful bidder must receive written or oral notification from the County.

D5. Best Prices: Award will be made without further negotiation based upon competitive bids; therefore, your best price should be submitted in response to this Invitation to bid.

D6. State Contract Pricing/Piggyback Other Entities: At the time of the evaluation, a comparison may be made between the bids received and the State Contract pricing or solicitation and award by other Governmental Entities for the same item/service. The award will be based on what is in the best interest of the County.

ATTACHMENT "A" TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

Nassau County Facilities Maintenance is requesting a turnkey proposal for an engineered commercial grade metal building. The dimensions are 42ft X 72ft X 16ft.

The building will be fully enclosed including 4-14ft X 14ft roll doors and one walk door.

Roof insulation shall be R17 foam batting.

Metal shall be 26ga vertical walls and roof.

Walk through door shall be metal 3'0" 7'0" with no window.

Roll up doors shall be barrel doors with interchangeable slats in case of damage, shall be motorized and include chain for manual operation. Doors will be required to meet wind load requirements for the area.

Concrete slab shall be a monolithic slab, 6in 4000psi reinforced with 12"x24" tapered footers along perimeter with a minimum of 2 #5 rebar and 6x6 reinforcement wire. Slab shall be above grade. Front approach to the roll up doors shall be sloped to meet existing asphalt. A minimum 6-mill polyethylene plastic vapor barrier shall be installed.

In lieu of the above concrete specs, engineered specs by building manufacturer may be accepted.

Owner will pick colors pre-construction.

The proposal shall include all material, labor, installation and rental of any equipment needed to complete the project.

Contractor will be responsible for all engineering drawings and all applicable permits needed for the project.

The Contractor will be responsible for the clean-up of all debris related to this project, including grading of the ground surrounding the job site if disturbed.

Contractor will be responsible for signage or cones needed for traffic control. Project shall be completed within 90 days from acceptance of a purchase order number.

ATTACHMENT "B"

**BID PRICE SHEET
JAMES S. PAGE GOVERNMENTAL COMPLEX PARKING LOT REHABILITATION
BID NUMBER NC20-009**

Item	Location/Description	Lump Sum Bid
1	Provide all necessary materials, labor, supervision, insurances and permits required for the Fire Rescue Headquarters Garage, pursuant to the Technical Specifications set forth in Attachment "A" detailed in the bid documents referenced above.	\$

The project shall be completed within an estimated 90 days from the date Bidder receives a Purchase Order

All Charges must be on the Bid Sheet. If not, the County will have the authority to reject those charges.

The Undersigned, as bidder, hereby declares that the only person or persons interested in the proposal as Principal(s) is, or are, named herein and that no other person that herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal, and that it is in all respect fair and in good faith, without collusion or fraud.

The Bidder further declares that he has read and examined the scope of work and informed himself fully in regard to all conditions pertaining to the Work to be done; and that he has satisfied himself fully relative to the Work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the County to furnish all necessary materials, equipment machinery, tools, apparatus, means of transportation, and labor necessary to complete the contract in full and complete in accordance with the shown, noted, described, and reasonably intended requirements of the Specifications and Contract Documents to the full satisfaction of the Contract with the County with a definite understanding that no money will be allowed for extra work except as approved by the County.

SIGNATURE OF INDIVIDUAL SUBMITTING BID

DATE

PRINTED NAME

TITLE

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____ **FAX NUMBER:** _____

EMAIL ADDRESS: _____

ATTACHMENT "C"

**STATEMENT OF "NO BID"
RESPONSE TO INVITATION TO BID FORM**

If you do not intend to bid on this requirement, please complete and return this form prior to the date shown for receipt of bids to Nassau County Board of County Commissioners, c/o John A. Crawford, Ex-Officio Clerk, Robert M. Foster Justice Center, 76347 Veterans Way, Suite 456, Yulee, FL 32097.

We have declined to bid on _____, _____, for the following reasons:
(Bid No.) (Bid Name)

_____ Specifications are too "restrictive", i.e. geared toward one brand or manufacturer
(please explain below)

_____ Insufficient time to respond to Invitation to Bid

_____ We do not offer this product or equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Specifications unclear (please explain below)

_____ Other (please specify below)

Remarks: _____

We understand that if the "No Bid" letter is not executed and returned; our name may be deleted from the list of qualified bidders for Nassau County Board of County Commissioners for future projects.

Typed Name and Title

Company Name

Address

Signature Date

Telephone Number Fax Number Email Address

ATTACHMENT “D”

Addenda Acknowledgment

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period. BID NUMBER: NC20-014	Addendum # _____ through #_____ Initial: Date:
Person Completing ITB (Signature)	
Name (Printed):	Title:

>>>Failure to submit this form may disqualify your response<<<

ATTACHMENT “E”

NASSAU COUNTY

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is _____ and its Federal Employee Identification Number (FEIN) is _____. (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.
4. 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 with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or 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 a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. 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 of 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 to fair market value under an arm’s length agreement, shall be 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 thirty-six (36) months shall be considered an affiliate.
7. 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 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.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please 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 management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

Date

State of: _____

County of: _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20 ___.

Personally known _____ or Produced Identification _____

(Specify type of Identification)

Notary Public

My commission expires

ATTACHMENT "F"

EXPERIENCE OF BIDDER

The following questionnaire shall be answered by the bidder for use in evaluating the bid to determine the lowest, responsive, and responsible bidder, meeting the required specifications.

1. **FIRM NAME:** _____
Address: _____
City/State/Zip: _____
Phone: _____ Fax: _____
Name of primary contact responsible for work performance: _____
Phone: _____ Cell Phone: _____ Email _____

2. **INSURANCE:**
Surety Company: _____
Agent Company: _____
Agent Contact: _____
Total Bonding Capacity: \$ _____ Value of Work Presently Bonded: _____

3. **EXPERIENCE:**
Years in business: _____
Years in business under this name: _____
Years performing this type of work: _____
Value of work now under contract: _____
Value of work in place last year: _____
Percentage (%) of work usually self-performed: _____
Name of subvendors you may use: _____
Has firm: Failed to complete a contract: _____
Been involved in bankruptcy or reorganization: _____
Pending judgment claims or suits against firm: _____

4. **PERSONNEL**
How many employees does your company employ:

Management	_____ Full time	_____ Part time
Site/Crew Supervisors	_____ Full time	_____ Part time
Workers/Laborers	_____ Full time	_____ Part time
Clerical	_____ Full time	_____ Part time
Other	_____ Full time	_____ Part time

5. WORK EXPERIENCE:

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this bid.

Reference #1:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Fax: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #2:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Fax: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #3:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Fax: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

REMINDER:

THIS FORM IS TO BE INCLUDED WITH BID. FAILURE TO SUBMIT ALONG WITH BID MAY BE CAUSE FOR DISQUALIFICATION.

ATTACHMENT "G"

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
_____ (print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of a drug free work place program.

“As a person authorized to sign a statement, I certify that the above named business, firm, or corporation complies fully with the requirements set forth herein.”

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20 ___.

Personally known _____ or Produced Identification _____

(Specify type of Identification)

Notary Public

My commission expires

EXHIBIT “1”

SAMPLE CONTRACT

The Sample Contract will be subject to review and modification by the County Attorney’s Office

Contract No.: _____

Bid/Proposal No.: NC20-014

CONTRACT FOR FIRE RESCUE METAL BUILDING

THIS CONTRACT entered into this _____ day of _____, 2020, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as “County”, and [insert **vendor name** and address], hereinafter referred to as “Vendor”.

WHEREAS, the Board of County Commissioners of Nassau County, Florida received sealed bids for Fire Rescue Metal Building, Bid No. NC20-014, on May 20, 2020 at 4:00 p.m.; and

WHEREAS, the Facilities Maintenance Department determined that [vendor name] was the lowest, most responsive and responsible bidder for the bid items as set forth in Exhibit “A”; and

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Description of Services to be Provided

The County does hereby retain the Vendor to furnish goods/services as further described in the Technical Specifications/ Scope of Work attached hereto as Exhibit “B” and made a part hereof. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work.

SECTION 2. Receiving/Payment/Invoicing

No payment will be made for goods/services ordered without proper county authorization and approval. The County shall pay the vendor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida’s Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until goods/services have been received, inspected and accepted by the County in the quality and quantity ordered. Payment will be accomplished by submission of an invoice, with the Contract number referenced thereon and mailed to the

address provided by the Facilities Maintenance Department. Payment in advance of receipt of goods/services by the County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

SECTION 3. Acceptance of Goods/Services

Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the goods/services meet bid specifications and conditions. Should the goods/services differ in any respect from specifications, payment will be withheld until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the recipient to refuse final acceptance of the goods/services. Should a representative of the County agree to accept the goods/services on condition that the Vendor will correct his performance within a stipulated time period, then payment will be withheld until the goods/services are performed as specified.

SECTION 4. Inspection/Acceptance Title

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the Facilities Maintenance Department, unless loss or damage results from negligence by the County or its Facilities Maintenance Department.

SECTION 5. Firm Prices

Prices for goods/services covered in the specifications shall remain firm for the period of this Contract. No additional fees or charges shall be accepted.

SECTION 6. Fund Availability

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

SECTION 7. Permits/Licenses/Fees

Any permits, licenses or fees required for the goods/services will be the responsibility of the Vendor unless otherwise stated.

SECTION 8. Bonds

If applicable, Vendor shall, within ten (10) calendar days of contract execution, provide an acceptable Performance Bond and Payment Bond, each in the amount of one hundred percent (100%) of the Contract, with a corporate surety, for the faithful performance of the work outlined in Exhibit "B" Technical specifications/Scope of Work.

SECTION 9. Taxes

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Vendor will refrain from including taxes in any billing.

SECTION 10. Laws Governing this Contract

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole laws and rules of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida. Any mediation, pursuant to litigation, shall occur in Nassau County.

SECTION 11. Changes

The County reserves the right to order, in writing, changes in the work within the scope of the contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the contract under the authority of this clause result in increased costs to the Vendor.

SECTION 12. Modifications

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 13. Assignment & Subcontracting

The Vendor will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County.

SECTION 14. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion

shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 15. Termination for Default

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet performance requirement(s) of the Contract.

SECTION 16. Termination for Convenience

The County reserves the right to terminate the Contract in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the County, the Vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor.

SECTION 17. Force Majeure

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

SECTION 18. Access and Audits

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the goods/services for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the Clerk's cost, upon five (5) days' written notice.

SECTION 19. Vendor Responsibilities

The Vendor will provide the goods/services agreed upon in a timely and professional manner in accordance with specifications.

SECTION 20. Public Emergencies

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a “First Priority” for goods/services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to rent/sell/lease all goods/services to the county or governmental entities on a “first priority” basis. The County expects to pay a fair and reasonable price for all goods/services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 21. Period of Contract/Option to Extend or Renew

This Contract shall begin on the date of execution and terminate upon completion of project. Project to start upon written notice from the County and be completed within 90 days per the attached Technical Specifications/Scope of Work further defined in Exhibit “B”. The performance period of this Contract may be extended upon mutual Contract between the Vendor and the County with no change in terms or conditions. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

SECTION 22. Probationary Period

The first ninety (90) days of this Contract are to be considered a “probationary” period. At the County’s election, this Contract may be terminated, based on the performance of the Vendor, and a new award be granted without another formal bid.

SECTION 23. Escalation Clause

Ninety (90) days prior to the end of the contract term, the Vendor may request in writing an increase in an individual item unit cost. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the County. It is also expected that de-escalation of prices will be extended to the County if market so reflects. The County will consider a price adjustment based on the latest Consumer Price Index and/or proof of a manufacturer’s price increase. Any and all proposed increases are subject to approval by the County.

SECTION 24. Supervision

The Vendor shall act as an independent vendor and not as an employee of the County. The County shall not exercise any supervision or control over the Vendor’s employees performing services

under this Contract. Such employees shall be accountable not to the County, but solely to the Vendor, who in turn is responsible to the County.

SECTION 25. Indemnification and Insurance

The Vendor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Vendor and/or Sub-vendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of the Vendor, any Sub-vendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Vendor or any Sub-vendor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

The Vendor shall, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage's, limits, including endorsements, as described in the General Information and Insurance Requirements, attached hereto as Exhibit "2". The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Vendor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Contract.

SECTION 26. Dispute Resolution

The County may utilize this section, at their discretion, as to disputes regarding contract interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

If there is no satisfactory resolution as to the interpretation of the contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. Vendor shall not stop work during the pendency of mediation or dispute resolution.

SECTION 27. PUBLIC RECORDS

The County is a public agency subject to Chapter 119, Florida Statutes. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, DMOODY@NASSAUCOUNTYFL.COM, 96161 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the vendor is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the vendor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the vendor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the vendor or keep and maintain public records required by the public agency to perform the service. If the vendor transfers all public records to the public agency upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 28. REQUEST FOR RECORDS; NONCOMPLIANCE

A request to inspect or copy public records relating to a public agency's contract for goods/services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the vendor of the request, and the vendor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a vendor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A vendor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10, Florida Statutes.

SECTION 29. CIVIL ACTION

If a civil action is filed against a vendor to compel production of public records relating to a public agency's contract for goods/services, the court shall assess and award against the vendor the reasonable costs of enforcement, including reasonable attorney fees if:

- (a) The court determines that the vendor unlawfully refused to comply with the public records request within a reasonable time; and
- (b) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the vendor has not complied with the request, the public agency and to the vendor.

A notice complies with subparagraph (b), if it is sent to the public agency's custodian of public records and to the vendor at the vendor's address listed on its contract with the public agency or to the vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A vendor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION 30. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions

The Vendor, during the term of this Contract, or any extension, has a continual duty to properly disclose to the County Procurement/Contract Manager, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of

the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the contract.

SECTION 31. Entire Agreement

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on this day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

Daniel B. Leeper
Its: Chairman

Attest as to authenticity of the
Chair's signature:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

MICHAEL S. MULLIN

(SIGNATURES CONTINUE ON NEXT PAGE)

[VENDOR]

By: _____

Its: _____

State of: _____

County of: _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20 ____.

Personally known _____ or Produced Identification _____

(Specify type of Identification)

Notary Public

My commission expires

EXHIBIT “2”

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor’s expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to “bodily injury” and to “property damage” occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of “your work” out of which the injury or damage arises has been put to its intended use.

WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor’s expense Workers’ Compensation and Employer’s Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers’ Compensation Insurance – Unlimited	
Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer’s Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer’s Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor’s expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured Contractor, insured Sub-subcontractor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor or Sub-subcontractor.

UMBRELLA INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Umbrella Liability (Umbrella Form) insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

BUILDERS RISK OR INSTALLATION FLOATER

This additional coverage will be required if the contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment.

The minimum amount of insurance shall be 100% of the completed value of such addition(s), building(s), or structure(s), or the installed replacement cost of value.

Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance, Umbrella Liability Professional Liability, Environmental Liability, Builders Risk or Installation Floater (as applicable) insurance coverage meeting the same limit and requirements as the Contractors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor's insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation and Professional Liability, are primary and noncontributory to any insurance maintained by the Contractor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Umbrella Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by Subcontractors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145)

CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Contractor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor, in which event, Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor's right under any policy with higher limits, and no policy maintained by the Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor should maintain. Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor or any subcontractor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

EXHIBIT "3"
LOCATION MAPS/DRAWINGS



96160

129'

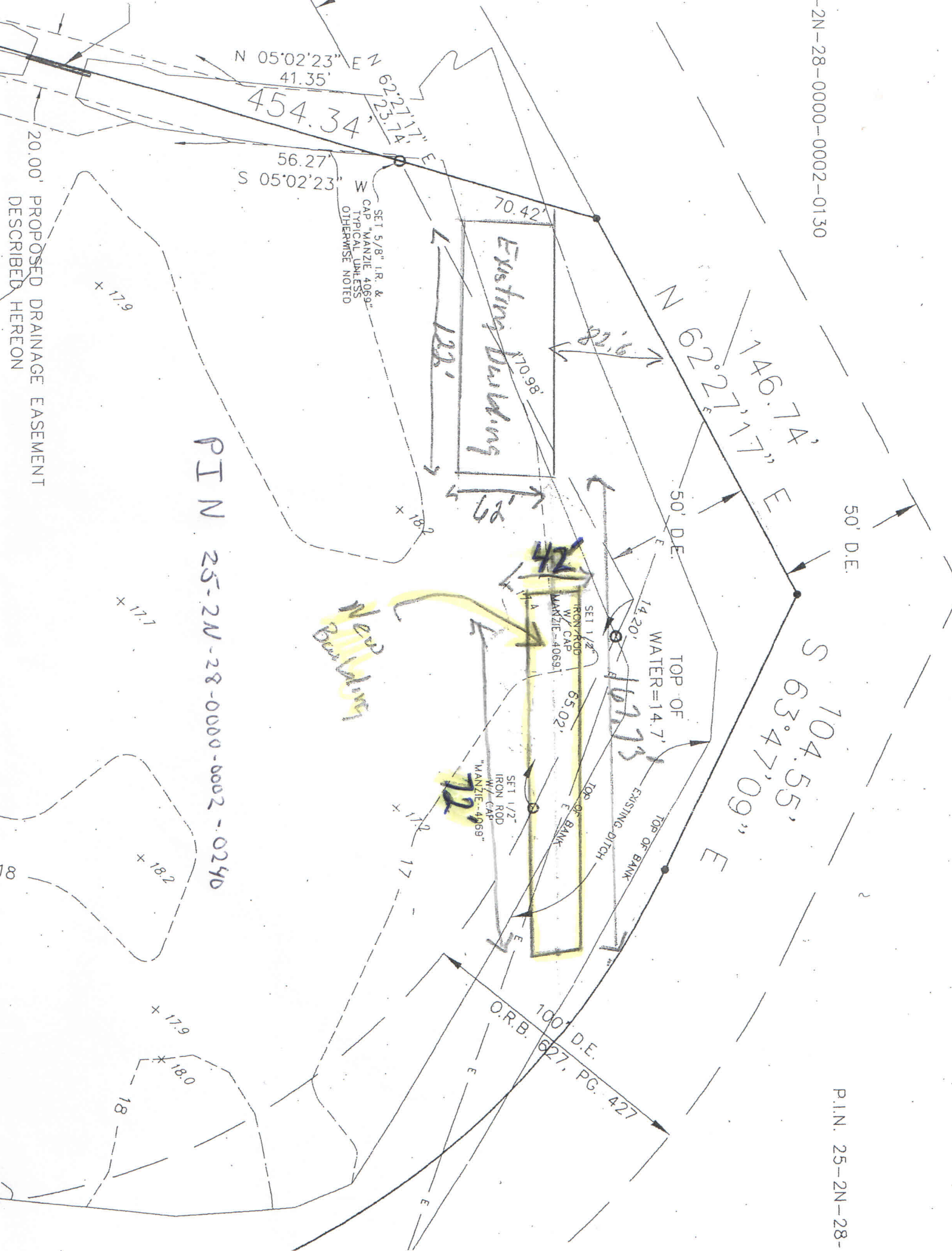
70'

40'

51'

98'

U PL



20.00' PROPOSED DRAINAGE EASEMENT DESCRIBED HEREON

P.I.N. 25-2N-28-0000-0002-0240

New Building

72'

Existing Building

N 62°27'17" E 146.74'

S 63°47'09" E 104.55'

100' D.E. O.R.B. 627, PG. 427

50' D.E.

50' D.E.

TOP OF WATER = 14.7'

TOP OF EXISTING DITCH

TOP OF BANK

SET 1/2" IRON ROD W/ CAP MANZIE-40691

SET 1/2" IRON ROD W/ CAP "MANZIE-4069"

SET 5/8" I.R. & CAP "MANZIE 4069" TYPICAL, UNLESS OTHERWISE NOTED

N 05°02'23" E 41.35'

S 05°02'23" W 56.27'

622.174

454.34

70.42

170.98'

122'

x 18.2

x 17.9

x 17.7

+ 18.2

x 17.9

x 18.0

18

18