

INVITATION TO BID



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Bid Title: Guardrail Removal/Replacement/Installation Services	
Bid Number: NC19-009	
Requesting Department: Road and Bridge	Bid Contact: Grayson Hagins, Contract/Purchasing Manager
Contact Address 96135 Nassau Place, Suite 6 Yulee, Florida 32097	Contact Information 904-530-6040 Email: ghagins@nassaucountyfl.com 904-321-2658 (Fax)
Bid Due Date or Closing Date/Time: Tuesday, March 19, 2019 @ 4:00 PM	Bid Opening Date/Time: Wednesday, March 20, 2019 @ 10:00 AM (or there soon after)
Location to Deliver Bid: John A. Crawford, Ex-Officio Clerk, Robert M. Foster Justice Center, 76347 Veterans Way, Suite 456, Yulee, Florida 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:
Contractor'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 ITB 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 ITB 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 BE NO PRE-BID CONFERENCE FOR THIS BID (see A20).**

(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 form, 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.
- A6. Submit your bid as follows: One (1) original and two (2) copies 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.
- A7. 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 ITB. No Electronic or facsimile bids will be considered. Bids received after the date and time specified will be rejected and returned unopened.

If forwarded by mail, 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, Florida 32097.

- A8. Bids will be opened at the office of the Clerk on the date and time specified on page one of this ITB at the Robert M. Foster Justice Center, 76347 Veterans Way, Second Floor, Yulee, Florida 32097.
- A9. **Effective July 1, 2012 – Amendments to Public Meetings and Public Records Laws for Government Contracting:** Pursuant to recent changes in Fla. Stat. §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 County provides a notice of intended decision or thirty (30) days after the bid opening, whichever is earlier.

Pursuant to recent changes in Fla. Stat. §286.0113 (general exemptions from public meeting requirements) any portion of a meeting in which negotiations with a bidder is conducted as part of the "competitive negotiation" process at which a bidder makes an oral presentation or answers questions as part of the "competitive solicitation" process are exempt from public meeting requirements until the County provides

notice of an intended decision or until thirty (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 Fla. Stat. §119.071 until such time as the board provides notice of an intended decision or thirty (30) days after opening the bids, proposals or final replies.

Please refer to Fla. Stat. §119.071, §255.0518 and §286.0113 for further details.

- A10. Bid Withdrawal:** Bids may not be withdrawn for a period of ninety (90) days after the bid opening date. However, bids may be withdrawn anytime before the bid opening. A bidder may withdraw their bid 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.
- A11.** 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.
- A12. Unit Price Accuracy:** Please check your unit prices 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.
- A13. Proper Signatures:** Failure to sign the *Bidder Declaration/Acknowledgement* may result in a disqualification of your bid. **Please be sure your bid is signed.**
- A14. 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.
- A15. 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 authoritative and the County will not entertain any protests based on a verbal instruction.
- A16.** 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 executed addenda acknowledgement with their bid. The County will not consider requests to reopen a bid as a result of the failure of the bidder to secure addenda.
- A17.** Vendor shall include in their bid package a copy of their current insurance coverage certification. The successful bidder will be required to provide the *General Information and Minimum Insurance Requirements Form*, attached hereto as Exhibit "2", prior to the full execution of a contract.

A18. 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.**

A19. 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”)

_____ Addenda Acknowledgement Form (Attachment “D”)

_____ Sworn Statement on Public Entity Crimes (Attachment “E”), signed and notarized

_____ Experience of Bidder Form (Attachment “F”)

_____ Proof of Current Insurance Certificate

A20. PRE-BID MEETING: THERE WILL BE NO PRE-BID CONFERENCE FOR THIS BID

SECTION B. GENERAL PROVISIONS

B1. Terms & Conditions: Bidder proposes and agrees, if this bid is accepted, to enter into a contract with the County, 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 Agreement* is attached hereto as Exhibit “1” and made a part hereof. The County reserves the right to change, revise or modify this agreement 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 agreement shall be considered binding upon the County until it has been properly executed by all parties. In conjunction with the agreement, a purchase order will be issued by the County prior to the start of any order, project, service or work by the bidder.

B2. The Contract shall begin on the date of execution of a contract and terminate three (3) years from the date of execution. The performance period of this Contract may be extended upon mutual Contract between the bidder and the County with no change in terms or conditions. Any extension of performance period under this provision shall be in one (1) year increments. Total contract length and individual one (1) year extensions shall be in the County’s best interest and sole discretion. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the bidder.

B3. 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.
- (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.

B4. Conflict of Interest: All offerors must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of Nassau 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.

B5. 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.

B6. Public Records Requirement: The County is a public agency subject to Fla. Stat. §119. IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF FLA. STAT. §119 TO THE BIDDER'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 bidder is providing services to the County, and pursuant to Fla. Stat. §119.0701, the bidder 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 is the bidder 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 I possession of the bidder or keep and maintain public records required by the public agency to perform the service. If the bidder transfers all public records to the public agency upon completion of the contract, the bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the bidder keeps and maintains public records upon completion of the contract, the bidder 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 bidder does not comply with a public records request, the County shall enforce the contract provisions in accordance with the contract.

- B7. 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Fla. Stat. §287.017, 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 on Public Entities Crimes* under Fla. Stat. §287.133(3)(a), Attachment “E”, must be submitted with the bid.
- B8. Debarred Vendors:** The County reserves the right to withhold award, rescind award or forego award to any 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.
- B9. 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.
- B10. Other Entity Use:** All bidders submitting a response to this ITB 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 agreement 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 bidder from submitting a bid.
- C2. Manufacturer’s Names and Approved Equivalents:** Any manufacturer’s names, trade names or brand names are for information only and are not intended to limit competition. The bidder may offer any brand for which they are an authorized representative that meets or exceeds the specification for any item(s). If bids/proposals are based on equivalent products, indication should be made on the bid/proposal form of the manufacturer’s name and number. Bidders shall submit with their bid/proposal, cuts, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specification(s) and not be considered an exception thereto. Bids/proposals lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The user department shall be notified of any proposed changes in the following: (a) materials used; (b) manufacturing process; and (c) construction.

- C3. Pre-award Inspection:** The County reserves the right to make a pre-award inspection of the bidder's facilities, to determine the capabilities of the bidder to service the County, prior to award of any agreement.
- C4. Existing Permits and Identification Numbers:** Any and all permits, state licenses and/or Department of Environmental Protection identification numbers are to be available for review upon request.
- C5. 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.
- C6. Additional Information:** The County reserves the right to request any additional information needed for clarification from any bidder for evaluation purposes.
- C7. 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" Response to Invitation to Bid Form
Attachment "D" - Addenda Acknowledgement
Attachment "E" – Sworn Statement on Public Entities Crimes Form
Attachment "F" - Experience of Bidder Form
Exhibit "1" – Sample Agreement
Exhibit "2" – General Information and Minimum Insurance Requirements Form

If you choose not to bid on this ITB, please complete and return Attachment "C" prior to the bid opening.

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

- C8. Delivery:** Delivery will be a factor in the award. The bidder shall state in space provided approximate time required for delivery after receipt of purchase order. Failure to perform within delivery deadline(s) set forth in the specifications or any other contract document shall constitute default.
- C9. Warranty:** Unless otherwise specified, the bidder agrees that the goods furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable goods, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.
- C10. Patents and Royalties:** The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process or article manufactured or used in the performance of the bid, including its use by the County. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
- C11. Safety Standards:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and carry evidence of Underwriters Laboratories' Listing (UL).

- C12. Meet Specifications:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid) unless otherwise specified in the specifications. The bidder represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Bidder shall strictly adhere to delivery specifications.
- C13. Silence of Specifications:** The apparent silence of this specification and any supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
- C14. Governmental Restrictions:** In the event that any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid/proposal prior to delivery, it shall be the responsibility of the supplier to notify the user department at once. Their letter shall indicate the specific regulation, which required an alteration. The County reserves the right to accept any such alteration, including any price adjustments, or to cancel the contract at no expense to the County.
- C15. Toxic Substances:** Notice of successful bidder(s) to provide to the County toxic substances if applicable.
- (a) Pursuant to Fla. Stat., manufacturers, importers or distributors of any toxic substance shall prepare and provide each direct purchaser of such toxic substance with Material Safety Data Sheet(s), herein referred to as MSDS, which to the best of the manufacturer's, importer's or distributor. The manufacturer, importer or distributor on a timely basis not to exceed three (3) months after new shall revise the MSDS or revised information shall become available to the manufacturer, importer or distributor.
 - (b) Failure to provide the MSDS, when applicable, shall be cause for rejection of bid.
- C16. Samples:** Samples of items, when called for, must be furnished free of expense and may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Samples of successful bidder's items may remain on file with Contract Management for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the user department shall dispose of the samples.

SECTION D. AWARD OR REJECTION OF BIDS

- D1. Split Award:** The County reserves the right to make award to one vendor, to split the award between vendors, or to not award some or all items, depending on the best interest of the County. The County may accept any item or group of items on any bid unless the offeror qualifies his bid by specific limitations.
- 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. Notice of Intent to Award:** Notice of intent to award by the County will constitute notice to the bidder that they are the overall lowest priced, most responsive and responsible bidder.
- D4. The Contract:** The County will provide a contract for the successful bidders' execution.
- D5. 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 in accordance with the practices of the user division.
- D6. 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.
- D7. 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 whatever is in the best interest of the County.

ATTACHMENT “A” - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

TECHNICAL SPECIFICATIONS GUARDRAIL REMOVAL/REPLACEMENT/INSTALLATION SERVICES BID NUMBER NC19-009

1. The payment due date for a local government entity for the purchase of goods or services other than construction services is forty-five (45) days per Fla. Stat. §218.74.
2. Materials must meet current Florida Department of Transportation specifications for Guardrail Removal/Replacement/Installation Services – Section 536 & 538.
3. Guardrail Removal/Replacement/Installation Services be performed by two weeks of receipt of the purchase order.
4. The County shall be billed only for amount ordered by the department; excess charges will be refused.
5. All charges must be on the Bid Sheet. If not, Nassau County will have the authority to reject those charges.
6. Complete description and specifications of services must accompany each and every bid.
7. Guardrail Removal/Replacement/Installation Services shall conform to the applicable section of the current specifications of Florida Department of Transportation Standard Specifications for Guardrail Removal/Replacement/Installation Services.
8. Bidders are required to fill out the following bid sheet:

GUARDRAIL REMOVAL/REPLACEMENT/INSTALLATION SERVICES BID PRICE SHEET BID NO. NC19-009

BID ITEM NO.	FDOT PAY ITEM NO.	GUARDRAIL ITEMS - DESCRIPTION	UNIT (PER)	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	102-1	Maintenance of Traffic	DAY	1		
2	104-10-3	Sediment Barrier	LF	1		
3	104-11	Floating Turbidity Barrier	LF	1		
4	104-12	Staked Turbidity Barrier	LF	1		
5	104-18	Inlet Protection System	EA	1		
6	110-3	Removal of Existing Structure	LF	1		
7	339-1	Miscellaneous Asphalt Pavement	TN	1		
8	400-143	Cleaning & Coating Concrete Surface	SF	1		
9	400-145	Cleaning Concrete Surface	SF	1		
10	415-1-6	Reinforcing Steel (Miscellaneous)	LB	1		
11	460-70-1	Aluminum Bullet Railing - Single Rail	LF	1		
12	460-70-2	Aluminum Bullet Railing - Double Rail	LF	1		
13	460-70-3	Aluminum Bullet Railing - Triple Rail	LF	1		
14	615-1-2	Aluminum Pipe Handrail	LF	1		
15	515-2-3	Pedestrian/Bicycle Railing	LF	1		
16	520-2-9	Concrete Curb - Bridge Transition Block	LF	1		
17	536-1-1	Guardrail (Roadway)	LF	1		
18	536-1-2	Guardrail (Bridge)	LF	1		
19	536-1-3	Guardrail (Roadway, Double Face)	LF	1		
20	536-1-5	Guardrail (Roadway, Thrie Beam)	LF	1		
21	536-1-9	Guardrail (Roadway, Thrie Beam Double Face)	LF	1		
22	536-1-11	Guardrail (Roadway, Modified Thrie Beam)	LF	1		
23	536-1-12	Guardrail (Roadway, Modified Thrie Beam Double Face)	LF	1		
24	536-2	Guardrail - Shop Bent Panels	LF	1		
25	536-5-1	Rub Rail for Guardrail Single Sided	LF	1		
26	536-5-2	Rub Rail for Guardrail Double Sided	LF	1		
27	536-7	Special Gaurdail Post	EA	1		
28	536-8	Guardrail Bridge Anchorage Assembly (F&I)	EA	1		
29	536-8-3	Guardrail Bridge Anchorage Assembly (Relocate)	EA	1		
30	536-8-6	Guardrail Bridge Anchorage Assembly (Remove)	EA	1		
31	536-73	Guardrail Removal	LF	1		
32	536-76	Guardrail Post - Special Length	EA	1		
33	536-82	Guardrail Achorage - Concrete Barrier Wall	EA	1		
34	536-83-1	Guardrail Post Replacement (Regular)	EA	1		
35	536-83-3	Guardrail Post Replacement (Steel in Concrete)	EA	1		
36	536-83-4	Guardrail Post Replacement (Steel in Asphalt)	EA	1		
37	536-83-5	Guardrail Post Replacement (Steel in Soil)	EA	1		
38	536-83-6	Guardrail Post Replacement (Wooden in Asphalt)	EA	1		
39	536-83-7	Guardrail Post Replacement (Wooden in Soil)	EA	1		
40	536-85-22	Guardrail End Anchorage Assembly (Flared)	EA	1		
41	536-85-24	Guardrail End Anchorage Assembly (Parallel)	EA	1		
42	536-85-25	Guardrail End Anchorage Assembly (Type II)	EA	1		
43	536-85-26	Guardrail End Anchorage Assembly (Type CRT)	EA	1		
44	536-85-27	Guardrail End Anchorage Assembly (Double Face Terminal)	EA	1		
45	538-1	Guardrail Reset	LF	1		
46	570-1-2	Performance Turp, Sod	SY	1		
47	E53612602	Guardrail Repairs (Replace, Wood Block)	EA	1		
48	E53612603	Guardrail Repairs (Replace, Plastic Block)	EA	1		
49	E535322515	End Anchor Assembly Flared (Replace Amber Reflect Sheet)	EA	1		
50	N/A	Minor Maintenance Repair Service Charge	HR	1		

ATTACHMENT “B” – BID PRICE SHEET CONTINUED

The undersigned declares that they have examined the Notice to Bidders, Instructions to Bidders, and Technical Specifications/Scope of Work and is informed fully with regard to all terms and conditions pertaining thereto and agrees under these specifications at the prices set forth above.

Company: _____

Address: _____

City, State, Zip: _____

By: _____

(Signature)

(Above name printed or typed)

Phone: _____ **Fax:** _____

Email: _____

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

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, Florida 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

<p>Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.</p> <p>BID NUMBER: <u>NC19-009</u></p>	<p>Addendum # _____ through # _____</p> <p>Initial:</p> <p>Date:</p>
<p>Person Completing ITB (Signature)</p>	
<p>Name (Printed):</p>	<p>Title:</p>

>>>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 FLORIDA
COUNTY OF _____

PERSONALLY APPREAED BEFORE ME, the undersigned authority, _____, who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 201__.

(Notary Public)

My Commission Expires: _____ (seal)

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 subcontractors 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.

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.: NC19-009

CONTRACT FOR GUARDRAIL REMOVAL/REPLACEMENT/INSTALLATION SERVICES

THIS CONTRACT entered into this _____ day of _____, 20__, 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 County received sealed bids for Guardrail Removal/Replacement/Installation Services, Bid No. NC19-009 on or before March 19, 2019 at 4:00 p.m.; and

WHEREAS, the **[dept. name]** 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 materials or services as further described in the *Technical Specifications/Scope of Work* attached hereto as Attachment "A" and made a part hereof. Required materials and service shall be specifically enumerated, described and depicted in the Purchase orders authorizing performance of the specific task. 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 materials ordered without proper purchase order authorization. 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. (Fla. Stat. §218.70). Payment shall not be made until materials, goods or 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, in duplicate, with the purchase order number referenced

thereon and mailed to the address set forth in the purchase order. Payment in advance of receipt of goods or 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 product/performance meets bid specifications and conditions. Should the products/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.

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 using department of the County, unless loss or damage results from negligence by the County or its using department.

SECTION 5. Firm Prices

Prices for goods and services covered in the specifications shall be firm; net delivered to the ordering agency, **F.O.B. DESTINATION**, vendor paying all delivery costs and 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 this service will be the responsibility of the Vendor unless otherwise stated.

SECTION 8. 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 9. Laws Governing this Contract

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole law 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.

SECTION 10. 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 11. 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 bodies in the County.

SECTION 12. 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 13. 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 14. 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 15. 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 of default of the Vendor.

SECTION 16. 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 17. Access and Audits

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work 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 18. Vendor Responsibilities

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

SECTION 19. 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 and 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 and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 20. Period of Contract/Option to Extend or Renew

This Contract shall begin on the date of execution and terminate three (3) years from the date of execution. 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 extension of performance period

under this provision shall be in one (1) year increments. Total contract length and individual one (1) year extensions shall be in the County's best interest and sole discretion. Any contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

SECTION 21. Exercise of Option

Exercise of option to extend term of contract: If the County wishes to enter into an option period, the County shall request from the Vendor their written statement of desire to enter into an extension of the performance period.

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 contractor 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 subcontractor, 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 subcontractor, 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 subcontractor 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 Minimum Insurance Requirements Form*, 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. Disputes

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Vendor as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or Vendor, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Manager, the Department Head (or their designee), and a representative of the Vendor. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

If the dispute is not settled at the initial meeting, the County Manager shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Manager, and the Department Head (or their designee(s)) shall meet with the Vendor's representative(s) within thirty (30) days of the County Manager's notification to the County Attorney of the continued dispute.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Contract arising out of or relating to this Contract or breach thereof, shall 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. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation

shall be borne by the Vendor. Vendor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

Venue for any mediation shall be in Nassau County, Florida. Venue for any litigation shall be in state court in Nassau County, Florida.

SECTION 27. PUBLIC RECORDS

The County is a public agency subject to Fla. Stat. §119. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF FLA. STAT. §119, 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 Contract, to the extent that the Vendor is providing services to the County, and pursuant to Fla. Stat. §119.0701, 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 contractor 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 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 Fla. Stat. §119.10.

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 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 eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor 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 contractor 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 eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION 28. 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, in two (2) copies, each of which shall be deemed an original on this day and year first above written.

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

JUSTIN M. TAYLOR
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

[VENDOR]

By: _____
Its: _____

STATE OF _____
COUNTY OF _____

Before me personally appeared, _____, who is personally known
____ or produced _____ as identification, known to be the person described in
and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said
instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 201__.

Notary Signature

Notary-Public-State of _____ at large
My Commission expires:

EXHIBIT 2

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Supplier/Vendor shall purchase and maintain at the Supplier/Vendor'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)	\$ 300,000
Medical Expense Limit (any one person)	\$ 10,000
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 Supplier/Vendor shall purchase and maintain at the Supplier/Vendor'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 Supplier/Vendor shall purchase and maintain at the Supplier/Vendor'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 Supplier/Vendor, insured Sub-Sub-Supplier/Vendor 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 Supplier/Vendor or Sub-Sub-Supplier/Vendor.

Supplier/Vendor shall require each of his Sub-Supplier/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Supplier/Vendors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Supplier/Vendor'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, are primary and noncontributory to any insurance maintained by the Supplier/Vendor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), and Auto 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 Sub-Supplier/Vendors 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 Supplier/Vendors 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 Supplier/Vendor, 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, Supplier/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Supplier/Vendor 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 Supplier/Vendor, in which event, Supplier/Vendor 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 Supplier/Vendor 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 Supplier/Vendors coverage based on the evidence of insurance provided by the Supplier/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Supplier/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Supplier/Vendors 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 Supplier/Vendor's right under any policy with higher limits, and no policy maintained by the Supplier/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Supplier/Vendor should maintain. Supplier/Vendor 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 Supplier/Vendor or any Sub-Supplier/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Supplier/Vendor or Sub-Supplier/Vendor 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 Supplier/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.