

**GENERAL CONDITIONS OF INVITATION TO BID**  
**GENERAL**

**1. PREPARATION OF BID**

- a. INVITATION TO BID shall be prepared in accordance with the following:
- b. The enclosed Bid Form, attached hereto as "Exhibit A", shall be used when submitting your INVITATION TO BID.
- c. All information required by the Bid Form shall be furnished. The CONTRACTOR/VENDOR shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
- d. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- e. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
- f. CONTRACTOR/VENDOR s will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- g. CONTRACTOR/VENDORS shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the CONTRACTOR/VENDOR of conditions that exists or may hereafter exist as a result of failure or omission on the part of the CONTRACTOR/VENDOR to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
- h. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- i. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to Bid.
- j. Deliveries are to be made during regular business hours.
- k. Bids and Bid prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID.

**2. SUBMISSION OF BIDS**

- a. Bids and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the CONTRACTOR/VENDOR, the date and hour of the Invitation to Bid opening and the material or service shall be placed on the outside of the envelope.
- b. INVITATION TO BID must be submitted on the forms furnished. Electronic Bids will not be considered.

**3. REJECTION OF BIDS**

- a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City shall be the sole judge of the submittals. The City's decision shall be final.

**4. WITHDRAWAL OF BIDS**

- a. Bids may not be withdrawn after the time set for the opening for a period of time as specified.
- b. Bids may be withdrawn prior to the time set for the opening. Such request must be in writing.

**5. LATE BIDS**

- a. INVITATION TO BID and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

## **6. LOCAL, STATE, AND FEDERAL COMPLIANCE**

- a. CONTRACTOR/VENDOR s shall comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.
- b. A “Public Entity Crimes Statement”, in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as Exhibit “B”, must be received at the time of the bid.
- c. A “Drug Free Workplace Certification” attached hereto as Exhibit “C”, must be received at the time of the bid.
- d. The City of Fernandina Beach requires that the CONTRACTOR/VENDOR selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An “E-Verify Statement” attached hereto as Exhibit “D” must be received at the time of the bid.

## **7. COLLUSION**

- a. The CONTRACTOR/VENDOR , by affixing his signature to the Bid Form, agrees to the following:

“CONTRACTOR/VENDOR certifies that his INVITATION TO BID is made without previous understanding, agreement, or connection with any person, firm or corporation making a Bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action”.

## **8. AWARD OF INVITATION TO BID**

- a. The INVITATION TO BID will be awarded to the most responsive and responsible CONTRACTOR/VENDOR offering the best value to the City of Fernandina Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful CONTRACTOR/VENDOR shall result in a binding contract without further action by either party.
- d. Unless otherwise noted in the specifications, the length of the agreement shall be one year, with 2 one year renewals possible based on the mutual consent of the parties.
- e. Upon award, for construction projects, the Contractor will be required to complete/execute the City’s Contract and General Conditions for Construction Services. An example of the contract can be found on the City’s website at [www.fbfl.us](http://www.fbfl.us), Bids and Purchasing web page.
- f. Agreement may be cancelled with 60 day notice unless otherwise stated in signed contract documents.

## **9. NOT RESPONSIBLE FOR COSTS**

- a. The City shall not be responsible for any cost incurred by a prospective CONTRACTOR/VENDOR in responding to this INVITATION TO BID.

## **10. BONDS**

- If Bid is less than \$50,000 no Bid Bond or Payment and Performance Bond required.
- If Bid is greater than \$50,000 and is for material only, a Bid Bond is required but no Payment and Performance Bond is required.

- If Bid is \$50,000 - \$100,000, and is for services, a Bid Bond is required but no Payment and Performance Bond is required.
- If Bid is greater than \$100,000, and is for services, Bid Bond and Payment and Performance Bond is required.

**BID BOND:**

- a. If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the CONTRACTOR/VENDOR shall enclose a Certified Check or Bid Bond with each bid. A Certified Check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the CONTRACTOR/VENDOR will not withdraw its bid for a period of ninety (90) calendar days after Bid closing time. Bid Bonds or Certified Checks will be returned to unsuccessful CONTRACTOR/VENDOR s within 10 days of bid award. Successful CONTRACTOR/VENDOR s will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

**PERFORMANCE AND PAYMENT BONDS:**

- a. In the event the Contract is awarded to the CONTRACTOR/VENDOR, CONTRACTOR/VENDOR will thereafter enter into a written contract with the CITY OF FERNANDINA BEACH and furnish a Payment and Performance Bond in an amount equal to the contract price. The form of the bonds shall be in accordance with Section 255.05 of Florida Statutes. Failing to do so, CONTRACTOR/VENDOR shall forfeit its bid security.

Payment and Performance Bond shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

The following exceptions to CONTRACTOR/VENDOR providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625, Florida Statutes. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security shall be in the amount of the bid.

**11. PUBLIC INFORMATION**

- a. All information contained in this Bid is public information, and as such will be handled in accordance with the Florida Statutes.

**12. ADDITIONAL INFORMATION**

- a. The City reserves the right to require CONTRACTOR/VENDOR s to provide references and information on previous similar experience prior to award of the contract.

**13. QUESTIONS**

- a. Any questions about the INVITATION TO BID should be communicated per instructions in the INVITATION TO BID.

## **14. INDEMNIFICATION AND INSURANCE**

### **INDEMNIFICATION**

The parties recognize that CONTRACTOR/VENDOR is an independent Contractor. CONTRACTOR/VENDOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of CONTRACTOR/VENDOR, its officers, employees, agents, and representatives. CONTRACTOR/VENDOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of CONTRACTOR/VENDOR against the CITY and CONTRACTOR/VENDOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

### **Waiver of Subrogation**

The CITY and the CONTRACTOR/VENDOR waive all rights against each other for damages caused by perils coverage by insurance provided to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the CITY and the CONTRACTOR/VENDOR as trustees. The CONTRACTOR/VENDOR shall require similar waivers from all subcontractors and their subcontractors and suppliers.

The CITY and the CONTRACTOR/VENDOR waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The CONTRACTOR/VENDOR shall require similar waivers from all subcontractors and their subcontractors and suppliers. The CITY waives subrogation against the CONTRACTOR/VENDOR on all property and consequential loss policies carried by the CITY on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

If the insurance policies referred to in this Section require an endorsement to provide for continued coverage where there is a waiver of subrogation, the CITY of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

### **INSURANCE**

The CONTRACTOR/VENDOR shall not commence any Work until he has obtained all of the following applicable types of insurance and such insurance has been approved by the CITY, has named the CITY as an additional insured, except for Worker's Compensation Coverage, nor shall the CONTRACTOR/VENDOR allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained.

Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be doing

business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class VI as identified in the latest issue of "Best's Key Rating Guide" unless otherwise accepted by the CITY in writing.

The CONTRACTOR/VENDOR's insurance, and the insurance of any other party bound to the CONTRACTOR/VENDOR, shall be considered primary. The CITY's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions.

If the insurance of any CONTRACTOR/VENDOR or any subcontractor contains deductible(s), penalty (ies) or self-insured retention(s), the CONTRACTOR/VENDOR 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). Certificates of Insurance acceptable to the City of Fernandina Beach for the CONTRACTOR/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 will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the CONTRACTOR/VENDOR.

Certificates of Insurance and the insurance policies required shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of the City of Fernandina Beach.

Certificates of Insurance and the insurance policies required shall contain a provision under General Liability, Auto Liability and Excess Liability to include the City of Fernandina Beach as Additional Insured, including Completed Operations (Form CG 20 10 and CG 20 37 or equivalent). Other Additional Insured forms might be acceptable but only if modified to include ongoing and completed operations. A copy of the endorsement to the policy shall be provided with the certificate of insurance.

All Certificates of Insurance shall be dated and shall show the name of the insured CONTRACTOR/VENDOR, the specific job by name and job number, the name of the insurer, the policy number, 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 the project and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, CONTRACTOR/VENDOR shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

The failure of the City of Fernandina Beach 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 the City of Fernandina Beach of contractors 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 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/VENDOR's right under any policy with higher limits, and no policy maintained by the CONTRACTOR/VENDOR shall be construed as limiting the type, quality or quantity of insurance coverage that CONTRACTOR/VENDOR should maintain. CONTRACTOR/VENDOR shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

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

#### Loss Deductible

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

#### Subcontractor's Insurance

CONTRACTOR/VENDOR 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 and Excess Liability insurance coverage meeting the same limit and requirements as the CONTRACTOR/VENDOR 's insurance.

CONTRACTOR/VENDOR shall also obtain from each subcontractor a written indemnification in form and substance identical to the indemnity as set forth in Part 1 above.

#### Certificate of Insurance

The CITY shall be furnished proof of insurance coverage as follows:

- The name of the insured CONTRACTOR/VENDOR, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date
- Statement that the insurer will mail notice to the CITY and a copy to the CITY'S REPRESENTATIVE at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy
- Certificate of Insurance shall be in the form as approved by the CITY and such Certificate shall clearly state all the coverages required in this Article
- If requested by the CITY, the CONTRACTOR/VENDOR shall furnish complete copies of his and his Subcontractor's insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the CONTRACTOR/VENDOR or by any of its representatives which indicate less coverage than required by the Contract Documents does not constitute a waiver of the CONTRACTOR/VENDOR's obligations to fulfill the requirements of this Article.

#### Workers' Compensation Insurance

The CONTRACTOR/VENDOR shall take out and maintain Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and in case any Work is sublet, the CONTRACTOR/VENDOR shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the

protection afforded by the CONTRACTOR/VENDOR. Such insurance shall comply with the Florida Workers' Compensation Law.

The CONTRACTOR/VENDOR shall purchase and maintain at the contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Subcontract.

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

Part One – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes

And

Part Two – Employer's Liability Insurance

Bodily Injury by Accident	\$100,000 Each Accident
Bodily Injury by Disease	\$500,000 Policy Limit
Bodily Injury by Disease	\$100,000 Each Employee

\*If leased employees are used, policy must include an Alternate Employer's Endorsement (WC 00 03 01 or equivalent) naming the contractor.

In case any class of contract at the Project Site is not protected under the Workers' Compensation statute, the CONTRACTOR/VENDOR shall provide adequate insurance, satisfactory to CITY for the protection of employees not otherwise protected.

#### Longshoreman's Insurance (If Applicable)

The Contractor shall take out and maintain insurance coverage as required to comply with the United States Longshore and Harborworkers' Act (USL&H) for all employees covered by USL&H. Contractor shall require that Subcontractor similarly provide USL&H insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor.

#### Liability Insurance

The CONTRACTOR/VENDOR shall take out and maintain Commercial General Liability and Commercial Automobile Liability Insurance as shall protect CITY from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement, whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

#### Commercial General Liability

The CONTRACTOR/VENDOR shall purchase and maintain at the CONTRACTOR/VENDOR's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) (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.

- Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this Agreement, contracts and leases, broad form property damage coverages, personal injury and bodily injury.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverages.

Commercial Automobile Liability:

The CONTRACTOR/VENDOR shall purchase and maintain at the contractor’s expense Automobile Liability insurance coverage.

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

Combined Single Limit	\$1,000,000 Each Accident
OR	
Split Limits	\$ 500,000 Bodily Injury-Per Person \$1,000,000 Bodily Injury-Per Accident \$ 500,000 Property Damage-Per Accident

Covered Automobiles shall include any auto owned or operated by the insured CONTRACTOR/VENDOR, insured CONTRACTOR/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 contractor.

Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-CITY and hired automobiles and employee non-ownership use.

Excess Liability Insurance

The CONTRACTOR/VENDOR shall purchase and maintain at the contractor’s expense Excess Liability (Umbrella Form) insurance coverage.

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

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

Property Insurance

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 CONTRACTOR/VENDOR shall provide Builder’s Risk insurance or an Installation Floater.

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.



### Builder's Risk Coverage

The CONTRACTOR/VENDOR shall take out and maintain a "Builder's Risk Policy" completed value form issued to provide coverages on a "all risk" basis, including:

- Theft Coverage, and flood insurance where specified in the Contract Documents.
- A waiver of any co-insurance or deductible requirements.
- Off-site storage, transit and installation risks.
- Coverage of the interests of all parties, including the CONTRACTOR/VENDOR, CITY, Subcontractors, Sub-subcontractors and suppliers.
- A provision that the coverage shall not be lapsed or canceled due to occupancy by the CITY prior to final acceptance and payment by the CITY.
- The City of Fernandina Beach being named as an additional insured.

### **15. PAYMENT**

Payment due hereunder shall be made by the City to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act. The City's preferred method of payment is electronically by credit card/line. Upon award, CONTRACTOR/VENDOR will be contacted by the City's provider, Commerce Bank, to participate in the City's electronic payments program. **CONTRACTOR/VENDOR must state on Exhibit "A" Bid Form whether they accept credit card payments and provide their Accounting Department contact name, phone number and email address.**

### **16. BID PROTESTS**

Bid protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-244.

### **17. FEDERAL GRANT MONEY**

In the event this project is funded with federal grant monies, contractors may not participate in the bid if contractor is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing. <https://www.epls.gov/epls/search.do> . Vendor shall include copy of search results with bid or proposal.

**EXHIBIT "A"**

**BID FORM**

**CITY OF FERNANDINA BEACH ITB # \_\_\_ - \_\_\_**

**ITB NAME:** \_\_\_\_\_

**Price is in accordance with the Specifications and the General Conditions of the ITB as provided.**

**Bid Amount:\$** \_\_\_\_\_

\*\*\*\*\*

**Name:** \_\_\_\_\_

**Federal Taxpayer ID:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City, State, & Zip Code:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Submitted By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Vendor Accepts Credit Cards\*:** Yes No

**Accounting Contact:**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**\*See preferred method of payment under "Payment" section of the General Conditions**

**EXHIBIT "B"**  
**TO GENERAL CONDITIONS TO ITB # \_\_\_\_ - \_\_\_\_**

**CITY OF FERNANDINA BEACH, FLORIDA SWORN STATEMENT UNDER F.S. SECTION  
287.133(3)(A), ON PUBLIC ENTITY CRIMES**

**THIS FORM 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) \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(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 to be provided to any public entity or any 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(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records 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:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. 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 City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 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 the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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 officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor 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 or 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. (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 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 APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My Commission expires:

**EXHIBIT "C"**  
**TO GENERAL CONDITIONS TO ITB # \_\_\_\_ - \_\_\_\_**  
**CITY OF FERNANDINA BEACH**

**DRUG-FREE WORKPLACE CERTIFICATION**

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

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

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER(S): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME (TYPED OR PRINTED): \_\_\_\_\_ TITLE: \_\_\_\_\_

**EXHIBIT “D”**  
**ITB 12~**  
**CITY OF FERNANDINA BEACH**



**E~VERIFY STATEMENT**

**Bid/Proposal Number:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_  
\_\_\_\_\_

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

**Company/Firm:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_