

Contract No.: CM3624 _____

**CONTRACT FOR BLEACHER AND SHADE STRUCTURE
INSTALLATION SERVICES**

THIS CONTRACT is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **Industrial Shadeports, Inc.**, located at 6600 NW 12th Avenue #220, Fort Lauderdale, Florida 33309, hereinafter referred to as the “Vendor” on the day and year last written below (hereinafter “Effective Date”).

WHEREAS, the County received bids for bleacher and shade structure installation services, on or about November 22, 2023. Said services are more fully described in the County’s Invitation to Bid (“ITB”), attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the County has determined that the Vendor was the lowest, most responsive and responsible bidder; and

WHEREAS, all terms and conditions of the County’s ITB, numbered NC23-059-ITB, and the Vendor’s response are incorporated herein and made a part of this Contract by this reference; and

WHEREAS, a copy of the Vendor’s Response and Price Sheet is attached hereto as Exhibit “B” and made a part hereof; and

WHEREAS, the Vendor desires to render certain services as described in Exhibit “A”, and has the qualifications, experience, staff and resources to perform those services.

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

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Contract Exhibits.

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

Exhibit A COUNTY’S INVITATION TO BID NC23-059-ITB, (“ITB”), AS MAY BE MODIFIED BY ADDENDA; AND

Exhibit B VENDOR’S RESPONSE AND PRICE SHEET

SECTION 3. Description of Goods and/or Services to be Provided.

3.1 The Vendor shall provide the goods and/or services further described in the *County’s ITB*, a copy of which is attached hereto and incorporated herein as Exhibit “A”. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written *Notice to Proceed* for goods and/or services issued by the County. The Vendor shall provide the goods and/or services as contained in the *County’s ITB* in a timely and professional manner in accordance with specifications referenced herein.

SECTION 4. Payment and Invoicing.

4.1 The County shall pay the Vendor in an amount not to exceed Four Hundred Two Thousand, Four Hundred Twenty-One Dollars and 62/100 (\$402,421.62) for the goods and/or services referenced in Exhibit(s) “A” and “B”. No payment shall be made for goods and/or services without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to the Public Works Director or designee, to invoices@nassaucountyfl.com and jkirkland@nassaucountyfl.com for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid specifications and conditions of this Contract. Payment shall not be made until goods and/or services have been received, inspected and accepted

by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services by the County **cannot** be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Public Works Director, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

SECTION 5. Acceptance of Goods and/or Services.

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

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin upon the date of execution by both parties and the Vendor shall provide all goods and/or services within One Hundred and Fifty (150) days from the issuance of a written Notice to Proceed by the County. The County Manager is hereby authorized to execute any Contract renewal, amendment and/or modification upon approval by the County Attorney's Office. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 8 hereinbelow.

6.2 In the event that the Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 7. Firm Prices.

7.1 Prices for goods and/or services covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Exhibit "B"; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted or paid for by the County.

SECTION 8. Funding.

8.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 9. Expenses.

9.1 The Vendor shall be responsible for all expenses incurred while providing goods and/or services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under this Contract.

SECTION 10. Taxes, Liens, Licenses and Permits.

10.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of this Contract. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this

exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

10.2 The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

10.3 The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 11. Governing Law, Venue and Compliance with Laws.

11.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

11.2 The Vendor shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 12. Change Orders.

12. 1 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 13. Modifications.

13.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 14. Assignment and Subcontracting.

14.1 The Vendor shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

14.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Vendor shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Vendor shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendor shall be responsible for all work performed and all expenses incurred as a result thereof. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, shall defend the County against such claims.

14.3 The Vendor shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Vendor and subcontractors. The Vendor's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Vendor and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein

for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 15. Severability.

15.1 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 16. Termination for Default.

16.1 If the Vendor fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

16.2 Upon termination of this Contract, the Vendor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 17. Termination for Convenience.

17.1 The County reserves the right to terminate this 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 written notice of termination from the County, the Vendor shall only provide those goods and/or services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility

has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 18. Force Majeure.

18.1 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 restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

18.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Vendor believes is excusable under this section, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Contract price or payment of any kind from the County

for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to goods and/or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the goods and/or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 19. Access and Audits of Records.

19.1 The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the goods and/or services for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court 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 upon five (5) days' written notice to the Vendor.

SECTION 20. Public Emergencies.

20.1 The Vendor agrees that 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/or services. The County expects to pay a fair and reasonable price for all goods and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 21. Probationary Period.

21.1 The first ninety (90) days of this Contract are to be considered a “probationary period.” Notwithstanding Sections 16 and 17 hereinabove, during the probationary period, the County may terminate this Contract based upon the performance of the Vendor and a new award be granted without another formal bid.

SECTION 22. Independent Vendor Status.

22.1 The Vendor shall provide the goods and/or services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

22.2 The Vendor and the County agree that during the term of this Contract: (a) the Vendor has the right to provide goods and/or services for others; ((b) the Vendor has the right to provide the goods and/or services required by this Contract; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the goods and/or services required by this Contract pursuant to Section 14 hereinabove.

SECTION 23. Indemnification.

23.1 The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney’s fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor’s performance under this Contract.

SECTION 24. Insurance.

24.1 The Vendor shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "A". The policy limits required are to be considered minimum amounts.

24.2 The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 25. Dispute Resolution Process.

25.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

25.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Vendor pursuant to Section 32 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

25.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Vendor. The Vendor may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

25.4 If no satisfactory resolution as to the interpretation of the Contract terms is reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute 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. The Vendor shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 26. E-Verify.

26.1 The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Contract), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

26.2 The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

26.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 27. Public Records.

27.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Vendor is providing the goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public

records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the County.

d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County 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 shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

27.3 If the Vendor does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

27.4 If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

27.5 If a civil action is filed against the Vendor to compel production of public records relating to the Contract, 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 Vendor has not complied with the request, to the County and to the Vendor.

27.6 A notice complies with Section 27.5 (b) hereinabove, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 32 hereinbelow.

27.7 If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

27.8 In reference to any public records requested under this Contract, the Vendor shall identify and mark specifically any information which the Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

27.9 In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

27.10 The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Vendor's designation of material as exempt from public disclosure.

SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions.

28.1 During the term of this Contract, or any extension thereto, the Vendor shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

SECTION 29. Public Entity Crimes.

29.1 In accordance with Section 287.133, Florida Statutes, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

SECTION 30. Anti-Discrimination.

30.1 The Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations.

race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 31. Advertising.

31.1 The Vendor shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 32. Notices.

32.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County
Attn: Jay Robertson, Parks & Recreation Director
45195 Musslewhite Road
Callahan, Florida 32011

Vendor: Industrial Shadeports, Inc.
Attn: Stanley Breitweiser, President
6600 NW 12 Avenue #220
Fort Lauderdale, Florida 33309

SECTION 33. Attorney's Fees.

33.1 Notwithstanding the provisions of Section 27 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 34. Authority to Bind.

34.1 The Vendor represents and warrants that the Vendor's undersigned representative if executing this Contract on behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

SECTION 35. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

35.1 In the event of any conflict between the terms of this Contract and the terms of any attachments, the terms of this Contract shall prevail.

35.2 All representations, indemnifications, warranties and guaranties made by the Vendor in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

35.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

35.4 The Vendor warrants that all goods and/or services provided by the Vendor under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Vendor or on the container or label.

SECTION 36. Construction of Contract.

36.1 The parties hereby acknowledge that they have fully reviewed this Contract and any attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 37. Headings.

37.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

SECTION 38. Entire Agreement and Execution.

38.1 This Contract, together with any attachments, constitutes the entire Contract between the County and the Vendor and supersedes all prior written or oral understandings.

38.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 39. Change of Laws.

39.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Vendor shall be paid its compensation for the goods and/or services provided prior to the termination date.

Contract No.: CM3624 _____

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

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

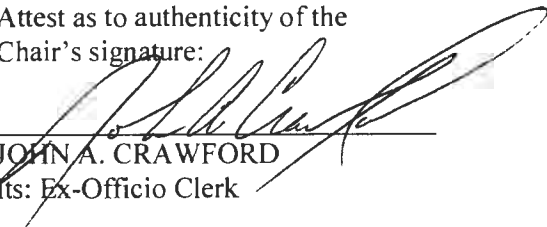


By: JOHN MARTIN

Its: Chairman

Date: March 20, 2024

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

Denise C. May
DENISE C. MAY

INDUSTRIAL SHADEPORTS, INC.

Stanley Breitweiser

By: STANLEY BREITWEISER

Its: President

Date: 2/22/2024

EXHIBIT "A"

COUNTY'S INVITATION TO BID AS MODIFIED BY ADDENDA

**INVITATION TO BID****NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**

Solicitation Title: Delivery and Installation of Bleachers and Shade Structures	Issue Date: October 20, 2023
Solicitation Number: NC23-059-ITB	Project/Contract Duration: One hundred fifty (150) days after issuance of the Notice to Proceed
Requesting Department: Parks and Recreation	Procurement Contact: Thomas O'Brien
Contact Address: 96135 Nassau Place, Suite 2 Yulee, Florida 32097	Contact Information: procurement@nassaucountyfl.com
Non-Mandatory Pre-Bid Date/Time: N/A	Deadline for Questions: November 3, 2023 @ 4:00 PM ET
Bid Due Date and Opening Date/Time: November 22, 2023 @ 10:00 AM ET	
Location of Bid Opening: Robert M. Foster Justice Center, 76347 Veterans Way, Second Floor, Yulee, Florida 32097	

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

Legal Name of Respondent:		
Business Address:		
Phone Number:	Email:	FL License Number:
Authorized Signature:		Date:
Printed Name of Signer:		Title:

General Instructions/Declarations

1. Bid results will be available pursuant to Florida Statute 119.071(b).
2. Bids must be submitted on the forms furnished by the County within this solicitation, unless otherwise specified below.
3. This page must be completed and returned as the top sheet of any Bid submitted.
4. It is the intent and purpose of Nassau County that this solicitation promotes competitive bidding. It shall be the Bidder's responsibility to advise the Procurement Department via the County's electronic bidding platform if, in the Bidder's opinion, any language, requirements, etc. inadvertently restricts or limits competition. Such notification must be submitted via the County's electronic bidding platform and must be received by the Procurement Department no later than the Deadline for Questions date and time stated above.

(THIS PAGE MUST BE RETURNED WITH YOUR BID)

TABLE OF CONTENTS

SECTION A	INTRODUCTION AND GENERAL INFORMATION
SECTION B	INSTRUCTIONS TO BIDDERS
SECTION C	GENERAL PROVISIONS
SECTION D	SPECIAL PROVISIONS
SECTION E	AWARD OR REJECTION OF BIDS
EXHIBIT "A"	SCOPE OF SERVICES AND SPECIFICATIONS
EXHIBIT "B"	PRICE SHEET
EXHIBIT "C"	INSURANCE REQUIREMENTS
EXHIBIT "D"	SHADE PLACEMENT MAP
ATTACHMENT "I"	DRAFT CONTRACT
FORM A	ADDENDA ACKNOWLEDGEMENT
FORM B	PUBLIC ENTITY CRIMES
FORM C	BIDDER QUESTIONNAIRE
FORM D	DRUG FREE WORKPLACE CERTIFICATION
FORM E	E-VERIFY AFFIDAVIT

SECTION A. INTRODUCTION AND GENERAL INFORMATION

A1. Summary:

The Nassau County Board of County Commissioners (BOCC) is seeking proposals from qualified vendors to supply and install shade structures at multiple sports complexes throughout the County. As part of this solicitation, there is also a direct purchase of bleachers and player benches.

The work is to be performed by a building or general contractor, licensed, insured, and bonded to do business in the State of Florida. Vendor shall be familiar with and shall comply with County and State Ordinances governing demolition work and traffic control regulations during work. Vendor shall furnish all labor, materials, and equipment necessary to perform the work described herein in strict accordance with these specifications.

A2. Term of Contract:

Bidder agrees that the services will be complete within one hundred fifty (150) calendar days after issuance of the Notice to Proceed.

SECTION B. INSTRUCTIONS TO BIDDERS

B1. Bidders shall carefully examine these solicitation forms, specifications, attached drawings (if applicable), and all instructions. Failure to do so will be at the Bidder's risk. Bidders, without exception, will be solely responsible for all aspects of the terms, conditions, and special provisions of this solicitation.

B2. All bids must be signed with the firm name and by an authorized officer or employee. Obligations assumed by such signature must be fulfilled.

B3. The term "County" means the Nassau County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents and employees.

B4. Each Bidder shall furnish the information required on the Bid Price Sheet and each accompanying sheet thereof, if applicable, on which he/she makes an entry. Offers submitted on any other format may be disqualified.

B5. All bids must be submitted electronically via the County's electronic bidding platform ([PlanetBids](https://planetbids.com)), which is accessible via the County's website or using the following link: <https://pbsystem.planetbids.com/portal/49083/bo/bo-search>.

It is the Bidder's responsibility to ensure that bids are received in the County's electronic bidding platform before the Bid due date and time. **The platform will not allow Bids after the cut-off time EVEN IF YOU ARE IN THE PROCESS OF SUBMITTING YOUR BID WHEN THE CUT-OFF TIME ARRIVES.** Please plan your submittal timing accordingly. No mailed, facsimile, or emailed Bids will be considered.

B6. Bids will be opened on the date and time specified on the cover page of this solicitation at the Office of the Clerk located at the Robert M. Foster Justice Center, 76347 Veterans Way, Yulee, Florida 32097. The public is invited to attend.

B7. The County reserves the right to request any additional information needed for

clarification from any Bidder for evaluation purposes.

- B8.** Pursuant to recent changes in Florida Statutes Chapter 119.071 (General Exemptions from inspection or copying of public records) the bid opening process is temporarily exempt from Public Records requirements, except bids received pursuant to a competitive solicitation for construction or repairs on a public building or public work. Information may be released to the public once the County provides a notice of intended decision or thirty (30) days after the bid opening, whichever is earlier.

Pursuant to recent changes in Florida Statutes Chapter 286.0113 (General exemptions from public meeting requirements) any portion of a meeting in which negotiations with a vendor is conducted as part of the “competitive negotiation” process at which a vendor makes an oral presentation or answers questions as part of the “competitive solicitation” process are exempt from public meeting requirements until the 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 FS119.071 until such time as the board provides notice of an intended decision or 30 days after opening the bids, proposals, or final replies.

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

- B9.** Bids may not be withdrawn for a period of one hundred and twenty days (120) after the Bid opening date. Bids may be withdrawn or modified at any time before the Bid due date during which the Bidder may withdraw their Bid or make any needed modification(s) and resubmit without prejudice by utilizing the modification/withdrawal feature within the County’s electronic bidding platform ([PlanetBids](#)).
- B10.** Please check your pricing before submitting your Bid, as no changes in pricing 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 price and/or calculation errors.
- B11.** Be sure to sign your Bid. Failure to include proper signatures on the required documents may result in a disqualification of that Bid. Only an authorized person that can legally bind the company to this engagement shall sign.
- B12.** Bidders are advised that the County will not accept limitations on liability from any vendor. The successful Bidder(s) will be fully liable for all damages and events caused by them, without any limitations, and they shall waive any rights of subrogation as a part of any contract resulting from this solicitation and associated submittal. The County will pursue liable Bidders to the extent allowed by law for damages caused by them during the performance of a contract with the County. Any Bid received that limits liability will be considered unresponsive and will not be accepted by the County.
- B13.** Bidder shall include in their Bid package a copy of their current, valid insurance coverage certification that meets or exceeds the requirements of included with this solicitation.

B14. Participation in E-Verify Required by Law: Pursuant to Florida Statute 448.095, all vendors doing business with Nassau County are required to register with, and participate in, the federal government's E-Verify program (www.e-verify.gov). Bidders will be required to provide proof of registration from E-Verify along with a completed affidavit certifying their compliance with F.S. 448.095.

By submitting a Bid to this solicitation, the Bidder acknowledges and agrees that:

- (a) If the County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated,
- (b) If the County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Prime Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Prime Contractor and order the Prime Contractor to immediately terminate their contract with the subcontractor,
- (c) A contract terminated under the above subparagraphs a) or b) is not a breach of contract and may not be considered as such,
- (d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination, and
- (e) If a contract is terminated for a violation of F.S. 448 by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

B15. Bidders are required to refrain from contacting any County Departments, Divisions, or external agents or consultants about this solicitation during the solicitation process. **ANY QUESTIONS FROM VENDORS MUST BE RECEIVED VIA THE COUNTY'S ELECTRONIC BIDDING PLATFORM ([PlanetBids](#)).** Failure to comply with this requirement may result in disqualification of your bid and egregious and/or repeated violations may result in debarment from future solicitations, contracts, or other business with the County.

Questions received will be formatted by the Procurement department and issued to all interested parties in the form of an addendum. Oral questions and/or answers are not authorized outside of a Pre-Bid Conference setting (if applicable), and **the County will not entertain any verbal communications regarding this or any other solicitation.** All questions regarding this solicitation must be received by the date and time specified on the first page of this solicitation. Questions received after this date will not be reviewed.

Inquiries or requests for clarification must specify the relevant section(s), subsection(s), paragraph(s), and page number(s) of the competitive solicitation being questioned by the Bidder.

The County will consider the Bidder's lack of inquiries or requests for clarification prior to the Deadline for Questions to constitute the Bidder's acceptance of all of the terms, conditions, and requirements as stated in this solicitation and any addenda or

amendments thereto.

B16. It will be the responsibility of the Bidder to visit the County's electronic bidding platform ([PlanetBids](#)), prior to submitting a bid, to ascertain if any addenda have been issued and to review those addenda, if applicable. Bidders must complete and return the enclosed Addenda Acknowledgement Form with their bid. Failure to comply may result in disqualification of the bid.

B17. NON-MANDATORY PRE-BID WALK-THRU

A non-mandatory pre-bid walk-thru will not be held for this solicitation.

SECTION C. GENERAL PROVISIONS

C1. Terms & Conditions: Bidder proposes and agrees, if their bid is accepted, to enter into a contract with the Nassau County Board of County Commissioners, to perform and furnish all goods and services specified in the contract documents, consistent with this solicitation, for the agreed-upon price, within the agreed timeframe indicated in this solicitation, and in accordance with the other terms and conditions of the contract. 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, E-Verify documentation, and any other documents required by this solicitation. No Contract shall be considered binding upon the County until it has been properly executed by all parties.

C2. Receiving/Payment/Invoicing: The County shall pay all vendors within forty-five (45) calendar days of receipt of an invoice, in accordance with the Local Government Prompt Payment Act (Florida Statute 218.70). Payment shall not be made until goods/services have been received/rendered, inspected, and accepted by the County as to the quality and quantity ordered and received. Payment will be accomplished by submission of an invoice, with the contract number referenced thereon, emailed to the County Department receiving the goods or services from the Vendor. Payment in advance of receipt of goods/services by the County will not be made.

Invoice submitted shall be in sufficient detail as to item, service, quantity, and price in order for the County to verify compliance with the contract.

C3. Acceptance of Goods/Services: Receipt of goods/services shall not constitute acceptance. Acceptance and authorization of payment shall be given only after a thorough inspection indicates that the goods/services meet the solicitation and contract specifications and conditions. Should the goods/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes all necessary corrective action(s).

C4. Taxes: Nassau County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales and Use Taxes. Vendors shall not include taxes in any Bid, invoice, or statement.

C5. Independent Pricing: By submitting a bid, the Bidder certifies that in connection with this solicitation:

(a) The prices in the bid have been arrived at independently, without consultation, communication, collusion, or agreement with any other offeror or competitor for

the purpose of restricting competition, and

(b) No attempt has been made or will be made by the Bidder to influence any other person or firm to submit or not submit a bid for the purpose of restricting competition.

- C6. Conflict of Interest – Business Association:** All Bidders must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the County or related to an officer or employee of the County. Further, all bidders must disclose the name of any Nassau County officer or employee who has, either directly or indirectly, any interest of the Bidder's firm or any of its branches, affiliates, or subsidiaries. Notwithstanding any other provision of law, failure to disclose will result in disqualification of the bid and/or cancellation of work without the County being in breach of contract. The County will seek damages for recoupment of losses for having to re-solicit or re-assign and further reserves the right to debar and any vendor who fails to disclose.
- C7. Conflict of Interest – Advisory Boards:** Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit an advisory board member of the County from holding any employment or contractual relationship with any business entity doing business with the County. Section 112.313(12), Florida Statutes, provides that an advisory board member will not be in violation of the prohibition if certain conditions are met, including the filing of a disclosure form with the County, which is the sole responsibility of the Bidder and must be filed prior to or at the time of submission of the bid. A copy of the filed disclosure form shall be included as part of the Bidder's response.

The advisory board member is required to, prior to or at the time of the submissions of the bid, file a statement with the County, disclosing their interest and the nature of the intended business.

The advisory board member, or his or her spouse, child, or other relative, is required to have in no way used or attempted to use his or her influence to persuade a member of the County or any of its personnel to enter into such a contract other than by the mere submission of the bid.

The advisory board member, or his or her spouse, child, or other relative, is required to have in no way participated in the determination of the solicitation's specifications or the determination of the responsible and responsive Bidder.

- C8. Additional Terms and Conditions:** No additional terms and conditions included with the bid shall be evaluated or considered. Any such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation and the bid submitted. 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 that the general and special conditions in this solicitation and contract documents are the only conditions applicable to this solicitation and the Bidder's authorized signature affixed to the response attests to this.
- C9. Public Records Requirement:** The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S**

DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 1, YULEE, FLORIDA 32097.

To the extent that the selected vendor(s) provide(s) goods and/or services to the County, and pursuant to Florida Statute 119.0701, the Vendor(s) shall:

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

C10. Public Entity Crimes: A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 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 enclosed sworn statement for Public Entity Crimes under Florida Statute 287.133(3)(a) must be submitted with the Bid.

C11. Debarred Vendors: The County reserves the right to withhold award, rescind an 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 a public entity.

- C12. Equal Opportunity:** The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by veteran-, minority-, and woman-owned businesses. Such businesses are to be afforded a full opportunity to participate in any procurement by the County and will not be subject to discrimination on the basis of race, color, creed, religion, sex, gender, disability, political affiliation, or national origin.

The County is an equal opportunity/affirmative action employer. The County is committed to equal employment opportunities and expects firms that do business with the County to do the same.

C13. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Vendor is hereby notified that pursuant to Section 287.05701, Florida Statutes, the County may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

- C14.** The contract that the County intends to use for award is attached as Attachment "I". The awarded Vendor will be required to enter into an agreement which will include the requirements of this ITB as well as the terms and conditions of the draft contract, Attachment "I". The County reserves the right to reject any bid(s) containing exceptions or modifications to the standard terms and conditions. The County may revise the stated standard terms and conditions prior to execution.

SECTION D. SPECIAL PROVISIONS

- D1. 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, discourage, impede, or otherwise prevent any vendor from submitting a bid.
- D2. Experience of Bidder:** Bidder must be qualified to perform the services outlined in the scope of work and meet all applicable code requirements.
- D3. Attachments/Exhibits:** All attachments and exhibits are made an essential part of this solicitation.
- D4. Bid Bond (If Applicable):** A Bidder submitting a response that is valued at One Hundred Thousand Dollars and 00/100 (\$100,000.00) or more must submit a Bid Bond payable to the County for five percent (5.0%) of the total amount of the response in order for their submittal to be considered responsive. **THE ORIGINAL BID BOND MUST BE MAILED TO THE OFFICE OF EX-OFFICIO CLERK, 76347 VETERANS WAY SUITE 456, YULEE, FLORIDA 32097, WITH ATTENTION TO THE BID NUMBER OF THIS SOLICITATION. A COPY OF THE BID BOND SHALL ALSO TO BE UPLOADED IN THE COUNTY'S ELECTRONIC BIDDING PLATFORM ([PlanetBids](#)) UPON SUBMISSION OF BID.**

The Bid Bonds of the unsuccessful Bidders shall be returned by the County, and the Bid Bond of the Awarded Bidder(s) will be retained until Performance and Payment Bonds have each been executed and approved, after which time the Awarded Bidder(s)' Bid Bond will be returned. A certified check may be used in lieu of a Bid Bond and shall be payable to the Nassau County. Bidders who fail or refuse to provide a required Bid Bond will be disqualified from further consideration.

Performance/Payment Bond (If Applicable): If awarded a contract for a project totaling one hundred thousand dollars (\$100,000.00) or more, the Awarded Bidder(s), within ten (10) calendar days of the Contract execution, must provide an acceptable Performance Bond and Payment Bond, each in the amount of one hundred percent (100.0%) of the Contract, and issued by a corporate surety licensed to do business in the State of Florida and Nassau County, for the faithful performance of the work outlined in the enclosed Technical Specifications/Scope of Work.

Pursuant to F.S. 255.05(1)(b), contracts entered into on or after October 1, 2012 require that "before commencing the work or before recommencing the work after a default or abandonment, the Awarded Bidder(s) shall provide to the public entity a certified copy of the recorded bond[s]. Notwithstanding the terms of the Contract or any other law governing prompt payment for construction services, the public entity may not make a payment to the Awarded Bidder(s) until the Awarded Bidder(s) has complied with this [requirement]." **CERTIFIED COPY OF RECORDED PERFORMANCE AND PAYMENT BONDS ARE TO BE SENT TO THE FOLLOWING ADDRESS: OFFICE OF EX-OFFICIO CLERK, 76347 VETERANS WAY SUITE 456, YULEE, FLORIDA 32097, WITH ATTENTION TO THE BID NUMBER OF THIS SOLICITATION.**

SECTION E. AWARD OR REJECTION OF BIDS

- E1.** Method of Award: Award shall be made to the lowest, responsive, and responsible bidder, and meets all requirements of the bid specifications.
- E2.** The County reserves the right to reject any or all bids, with or without cause, without recourse, or to waive technicalities or to accept bids which, in its sole judgment, best serve the interests of the County. Response to this solicitation 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 response of a Bidder who has previously failed to perform properly, completely, on-time and/or on-cost, contracts of a similar nature, or that are not, in the County's sole discretion, in a position to perform the contract.
- E3.** Any cause including, but not limited to, the following may be considered as sufficient for the disqualification of a Bidder and the rejection of its submittal:
- (a) Submission of more than one bid for the same work by an individual, firm, partnership, or corporation under the same or different names,
 - (b) Evidence of collusion among Bidders, or previous participation in collusive bidding or proposing on work for the County,
 - (c) Any material misrepresentation,

- (d) Uncompleted work for which the Bidder is committed by contract which, in the judgment of the County, might hinder or prevent the prompt completion of the work under this contract if awarded to Bidder,
 - (e) Violations of the Cone of Silence as provided for herein,
 - (f) Actual or potential conflict of interest as provided for in Section 112.313(3), Florida Statutes, or
 - (g) Conviction for a public entity crime as provided for in Section 287.133, Florida Statutes.
- E4.** The County will provide a contract for the successful Bidder's execution.
- E5.** The award of a contract does not constitute an order nor a Notice to Proceed. Before any services can be performed, the successful Bidder must receive written authorization from the County.
- E6.** Award will be made without further negotiation based upon competitive bids; therefore only "best and final pricing" should be submitted in response to this solicitation.

(The remainder of this page is intentionally left blank.)

EXHIBIT "A"
SCOPE OF SERVICES AND SPECIFICATIONS

The Vendor shall provide Furnish, Deliver, and Install shade structures and bleachers/player benches to various County locations including Mobilization and Field Staging per the following specifications:

A. Scope of Services:

A1. Supply and install 29 shade structures to the following locations in the desired dimensions. All shade structures must be steel structure w/ fabric top, color to be determined.

A1.1 Hilliard Sports Complex 175335 Bay Road, Hilliard FL 32046

- Qty. 5 – 20' x 10' x 10' Dugout Cantilever Shade
- Qty. 1 – 30' x 10' x 10' Dugout Cantilever Shade
- Qty. 1 – 44' x 10' x 10' Dugout Cantilever Shade

A1.2 Callahan Sports Complex 34076 Ballpark Rd., Callahan FL 32011

- Qty. 8 – 20' x 10' x 10' Dugout Cantilever Shade
- Qty. 1 – 20' x 10' x 10' Tee Cantilever Shade

A1.3 Yulee Sports Complex 86118 Goodbread Rd., Yulee FL 32097

- Qty. 11 – 20' x 10' x 10' Dugout Cantilever Shades
- Qty. 2 – 30' x 10' x 10' Dugout Cantilever Shades

A2. Direct Purchase of Multiple Bleachers and player benches

A2.1 Deliver to 45195 Musselwhite Rd., Callahan FL 32011

- Qty. 30 – 4 row x 15' non-elevated bleachers (40 seat capacity)
- Qty. 4 – 12' in-ground player bench w/ backrest

A3. All pieces must meet Nassau County Building Codes

A4. Vendor is responsible for all permits and applicable fees

A5. A site map with placement locations is included as Exhibit "D"

B. Business Hours and Holidays:

B1. These services shall be conducted during the hours of Monday through Friday between 8:00am and 5:00pm ET, unless prior arrangements are agreed upon by both parties.

B2. These services shall follow the County's Holiday schedule. To view the County's current Holiday Schedule, including the days of observance, please visit the County's website (<https://www.nassaucountyfl.com/31/For-Residents>).

B2.1 The following is a list of holidays on which contract services will not be performed unless advanced, written approval is provided to the Vendor from the County:

- New Year's Day
- Martin Luther King, Jr. Birthday
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day

C. **Debris Disposal:**

- C1. It is the Vendor's responsibility to remove and properly dispose of all of the debris generated by work done under this agreement, including grading the surrounding ground if disturbed by the performance of work, shall be the sole responsibility of and at the expense of the Vendor in a manner and/or at a disposal site approved by the County representative. The site must be clean upon completion.
- C2. Vendor shall be responsible to ensure frequent pick-up and disposal of all refuse, rubbish, scrap materials and debris that result from operations so that work site remains neat and orderly.
- C3. All debris must be disposed of upon the completion of the assignment or within forty-eight (48) hours of the assignment, whichever comes first. Any remaining debris must be outside of the clear zone of any roadway by the end of the day.
- C4. Stockpiling of Vendor generated debris for later disposal shall not exceed the completion of the assignment or within forty-eight (48) hours of the assignment without written authorization by the County.

D. **Lump Sum Cost:** Prices shall be deemed to provide full compensation to the Vendor for labor, equipment use, travel time, and any other element of cost or price. The Vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida.

- D1. Bid prices shall include all equipment normally utilized for performance of work described herein and include the cost of the crew. Equipment included in this price shall include all equipment and other tools normally used during the performance of work described herein.
- D2. The County may require modifications and changes to this contract, as it relates to crew size and equipment requirements. The Vendor shall provide

County with written cost proposals for such additional services on an as needed basis.

E. Equipment:

- E.1 Only equipment designed for performance of work described herein will be acceptable for work performed under this agreement. The equipment used must be in good, safe operating condition at all times. The County may inspect the equipment prior to awarding the bid, and anytime during the course of the resulting contract. All safety devices shall be properly installed and maintained at all times the equipment is in use.
- E2. Vendor shall be responsible for the security of all equipment, tools, and materials left at the work site.

F. Limitation of Operations:

- F1. With prior written approval from the County and at the Vendor's risk, it may be possible for the Vendor to leave equipment overnight on County property other than road rights-of-way or medians.
- F2. Vendor shall preserve from damaging any property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.
- F3. Vendor shall immediately provide written notification to the County of damages when they occur.
- F4. Any damages occurring to such properties shall be immediately repaired at the expense of the Vendor to a condition equal to or better than that existing before such damage occurred.

G. Specifications:

- G1. Prior to commencing work, the vendor shall document all pre-existing damages in the area of work to be performed and submit documentation to the County representative.
- G2. All precautions must be taken to ensure no damage to surrounding landscape, structures or amenities will occur.
- G3. Work shall be scheduled with minimal disruption to the surrounding landscape, structures or amenities, as determined by the County.
- G4. All debris removed from these processes shall be removed in accordance to the *Debris Disposal* section above or as directed by the County representative.

H. County's Responsibilities:

- H1. County will provide contact person(s) name, phone number, and email address for the vendor to report all problems noted.

- H2. County will provide the Vendor with an executed work authorization or purchase order of work requested to be performed under this agreement.
- H3. All work shall be done subject to the supervision and direction of the County representative who shall have access to all of the work.
- H4. County representative will have the authority to suspend the work either wholly, or in part, due to failure to carry out provisions of the contract; for failure to carry out orders; for such periods as he/she deems necessary due to unsuitable weather conditions; or for conditions or reasons deemed to be in the public interest.
- H5. County representative will have the authority to require the immediate removal of any person employed by the Vendor who appears to be incompetent or to act in a disorderly or improper manner.

J. Vendor's Responsibilities:

- J1. Vendor shall provide a trained staff of competent personnel for the performance of the services described.
- J2. Vendor shall always provide supervision of all work crews while performing work under this contract.
- J3. Vendor shall be responsible and liable for all injuries or damages to persons or property that occur as a result of their fault or negligence in connection with the work assigned. Vendor's personnel shall immediately report any such injuries, damage, abnormalities to County representative as soon as possible.
- J4. Vendor's personnel shall be readily identifiable by wearing uniforms that clearly designate their company's name. Similarly, service vehicles shall clearly designate the company's name.
- J5. Vendor shall designate a supervisor as a contact person and provide the county with this person's phone number and email address. This supervisor shall be available to tour work areas within twenty-four (24) hours of completion.
- J6. Vendor shall provide a contact phone number and email for invoicing issues. Calls shall be returned within twenty-four (24) hours, Monday through Friday between 8:00am and 5:00pm ET, unless prior arrangements are agreed upon by both parties.
- J7. Vendor shall notify the appropriate County representative when the work is completed enabling the County to inspect the work for acceptance within twenty-four (24) hours of completion.
- J8. In case of an emergency which threatens injury or loss of property and/or injury to life or persons, the Vendor shall promptly take such action, without previous instructions from the County representative as the situation may

reasonably warrant. Vendor shall notify the County representative immediately thereafter and any additional compensation claimed by the Vendor therefore, together with evidence of the expense incurred in acting in such emergency, shall be submitted to the County and the amount of compensation due, if any, shall be determined by mutual agreement.

- J9. Vendor must abide by any local, state, or federal laws and regulations.
- J10. Vendor shall obtain all necessary permits and pay any associated fees at their own expense.

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EXHIBIT "B"
PRICE SHEET

Vendor shall provide Furnish, Deliver, and Install Shade structures and bleachers/player benches in accordance with Exhibit "A", Scope of Services at the price(s) below.

Description	Quantity	Unit Price	Total Price
20' x 10' x 10' Dugout Cantilever Shades	24	\$	\$
30' x 10' x 10' Dugout Cantilever Shade	3	\$	\$
44' x 10' x 10' Dugout Cantilever Shade	1	\$	\$
20' x 10' x 10' Tee Cantilever Shade	1	\$	\$
4 row x 15' non-elevated bleachers (40 seat capacity)	30	\$	\$
12' in-ground player bench w/ backrest	4	\$	\$

(Total Lump Sum Price in Words)

Warranty:

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 Code: _____

Phone Number: _____ Email: _____

Authorized Signature: _____ Printed Name: _____

Title: _____ Date: _____

EXHIBIT "C"
GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
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 Vendor/Contractor shall purchase and maintain at the Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

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

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

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

AUTOMOBILE LIABILITY INSURANCE

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

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

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

Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, 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 Vendor/Contractor.

UMBRELLA (EXCESS) LIABILITY INSURANCE

The Vendor/Contractors shall purchase and maintain at the Subcontractor's expense Excess Liability (Umbrella Form) insurance coverage for the life of this Subcontract.

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

Each Occurrence Limit	\$2,000,000
Aggregate Limit	\$2,000,000

Vendor/Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation, Employer's Liability, Auto Liability and Umbrella Liability insurance coverage meeting the same limit and requirements as the Contractors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **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.**
 - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Umbrella Liability policy (ies).**
 - **CGL policy for construction related contracts –**
 - **Additional Insured Endorsement must include Ongoing and Completed**
 - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
 - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **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.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

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, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

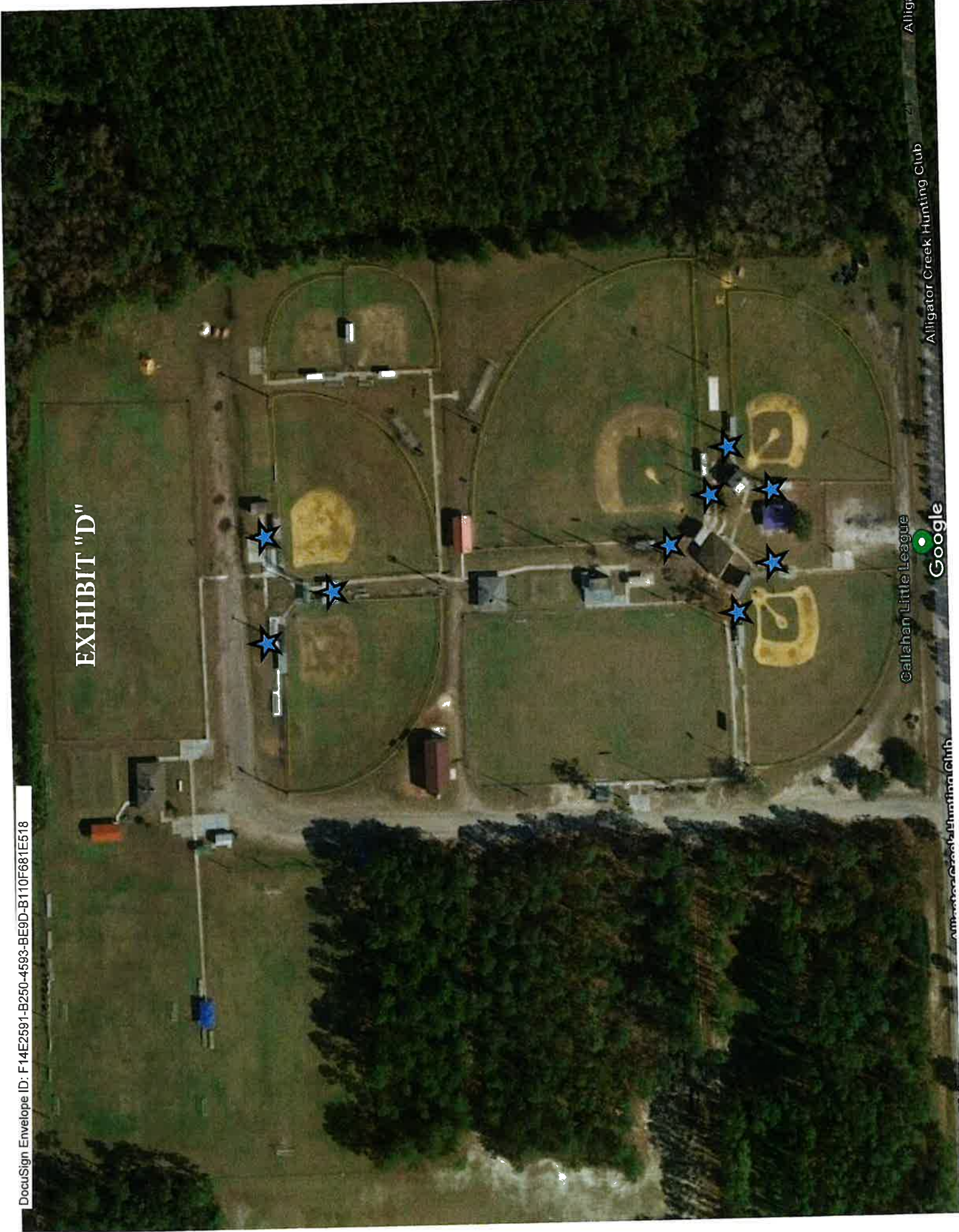
If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost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

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

If the insurance of any Vendor/Vendor/Contractor or any Sub-Vendor/Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Vendor/Contractor or Sub-Vendor/Vendor/Contractor 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 Vendor/Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

EXHIBIT "D"



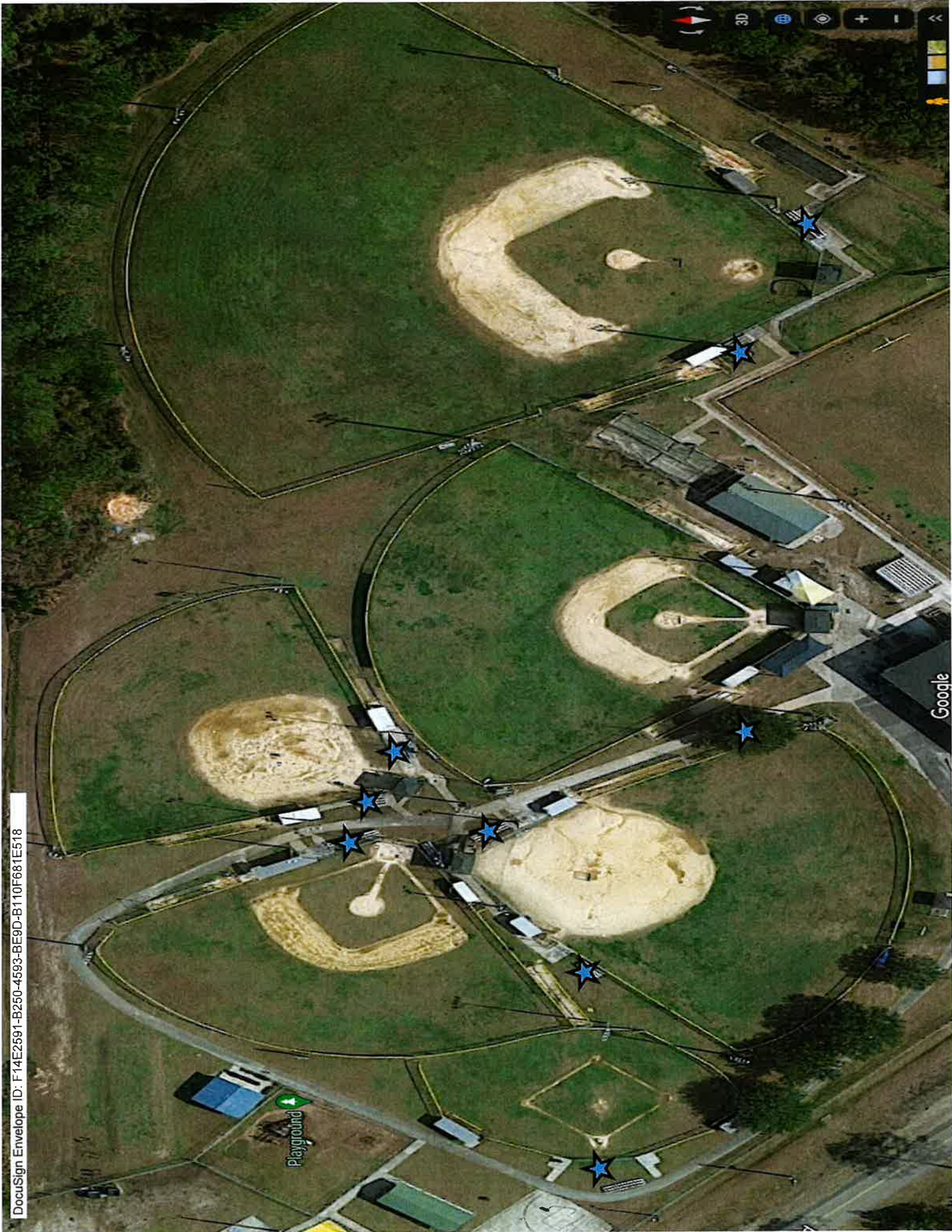
Callahan Little League



Alligator Creek Hunting Club

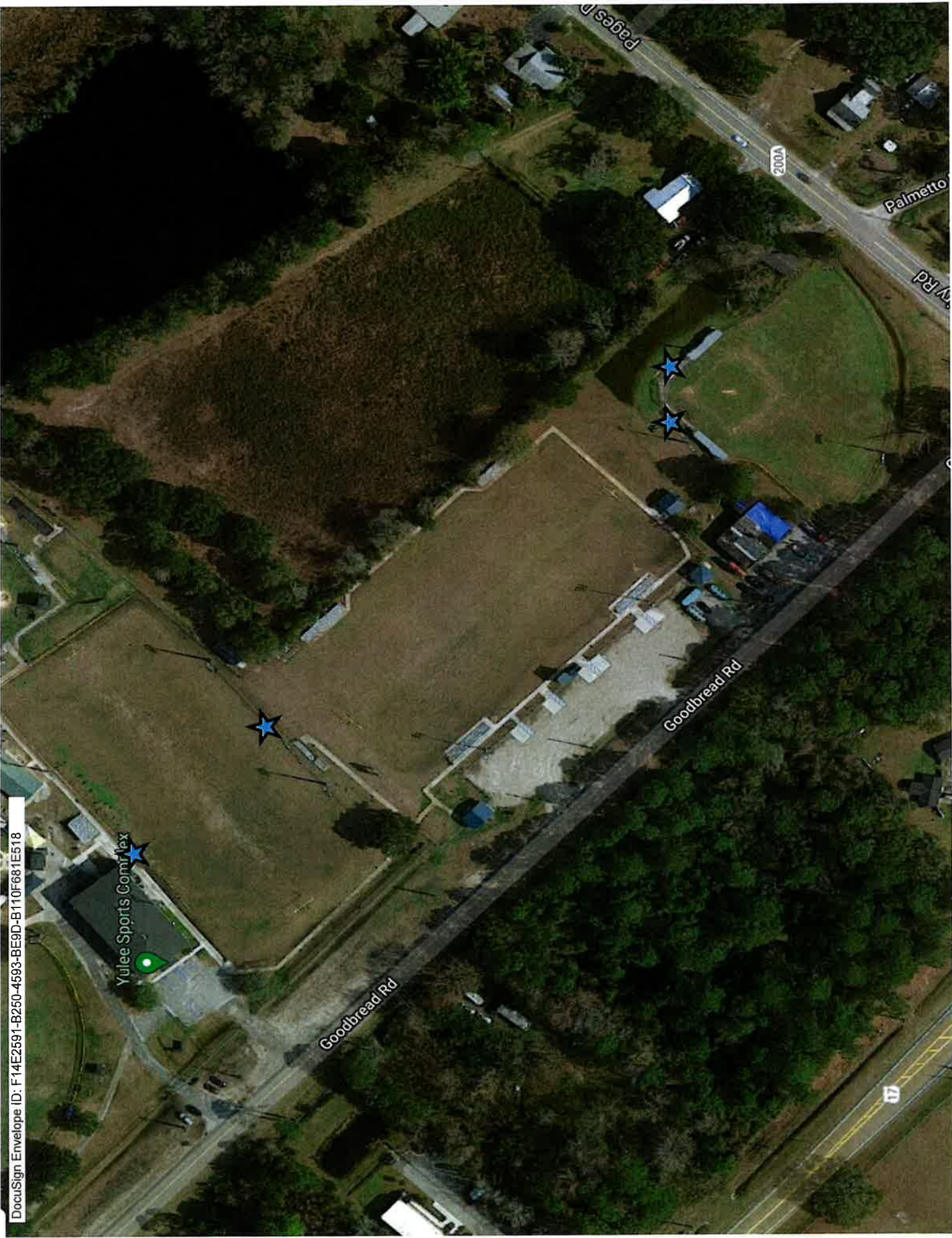
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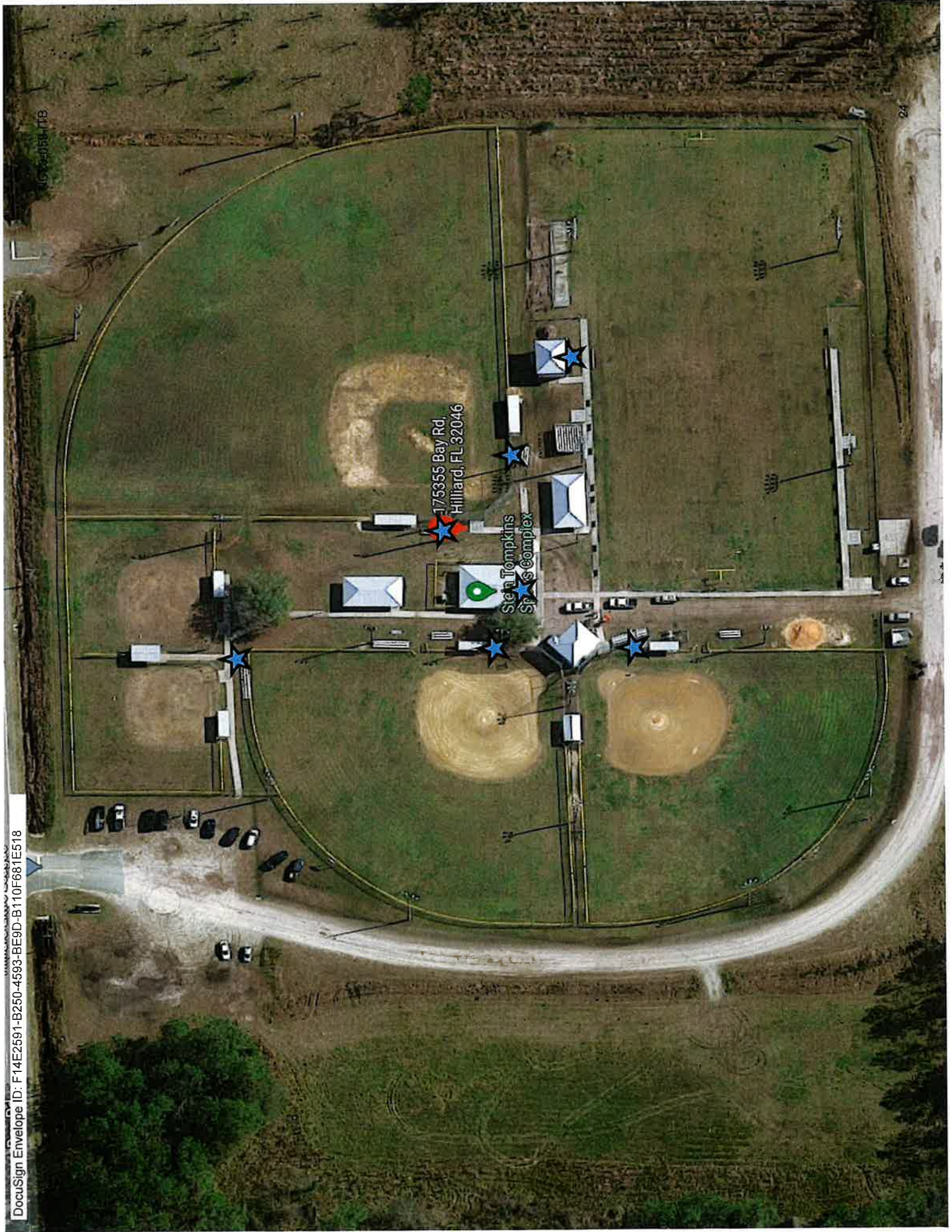
Alligator Creek Hunting Club



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24

ATTACHMENT "I"

CONTRACT FOR *** SERVICES**

THIS CONTRACT is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and _____, located at _____, hereinafter referred to as the "Vendor".

WHEREAS, the County received _____ for _____ goods and/or services, on _____ at _____; and

WHEREAS, the County has determined that the Vendor was the lowest, most responsive and responsible bidder; and

WHEREAS, all terms and conditions of the County's request for quote/bid/proposal and the Vendor's response are incorporated herein and made a part of this Contract by this reference; and

WHEREAS, a copy of the Vendor's Response Price Sheet is attached hereto as Exhibit "A" and made a part hereof.

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

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Contract Exhibits.

2.1 The Exhibits listed below are incorporated into and made part of this Contract:

Exhibit A VENDOR'S RESPONSE PRICE SHEET

Exhibit B TECHNICAL SPECIFICATIONS/SCOPE OF WORK

Exhibit C INSURANCE REQUIREMENTS

SECTION 3. Description of Goods and/or Services to be Provided.

3.1 The Vendor shall provide the goods and/or services further described in the *Technical Specifications/Scope of Work*, a copy of which is attached hereto and incorporated herein as Exhibit "B". This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written *Notice to Proceed* for goods and/or services issued by the County. The Vendor shall provide the goods and/or services as contained in the *Technical Specifications/Scope of Work* in a timely and professional manner in accordance with specifications referenced herein.

SECTION 4. Payment and Invoicing.

4.1 The County shall pay the Vendor in an amount not to exceed **XXXX** for the goods and/or services referenced in Exhibit(s) A and B. No payment shall be made for goods and/or services without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to both the **Public Works** Director or designee and to invoices@nassaucountyfl.com for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid specifications and conditions of this Contract. Payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services by the County **cannot** be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Director of Public Works, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt

Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

SECTION 5. Acceptance of Goods and/or Services.

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

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin upon the date of execution by both parties to this Contract and shall terminate on [REDACTED]. The term of this Contract may be extended in [REDACTED] () year increments, for up to [REDACTED] () additional years, with no changes in terms or conditions, upon mutual written agreement between the Vendor and the County. The County Manager is hereby authorized to execute any Contract renewal, amendment and/or modification upon approval by the County Attorney's Office. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 8 hereinbelow.

6.2 In the event that the Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month

extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 7. Firm Prices.

7.1 Prices for goods and/or services covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Exhibit "A"; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted or paid for by the County.

SECTION 8. Funding.

8.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 9. Expenses.

9.1 The Vendor shall be responsible for all expenses incurred while providing goods and/or services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under this Contract.

SECTION 10. Taxes, Liens, Licenses and Permits.

10.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of this Contract. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

10.2 The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

10.3 The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 11. Governing Law, Venue and Compliance with Laws.

11.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

11.2 The Vendor shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 12. Change Orders.

12. 1 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 13. Modifications.

13.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 14. Assignment and Subcontracting.

14.1 The Vendor shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

14.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Vendor shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Vendor shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendor shall be responsible for all work performed and all expenses incurred as a result thereof. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, shall defend the County against such claims.

14.3 The Vendor shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Vendor and subcontractors. The Vendor's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Vendor and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 15. Severability.

15.1 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 16. Termination for Default.

16.1 If the Vendor fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

16.2 Upon termination of this Contract, the Vendor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 17. Termination for Convenience.

17.1 The County reserves the right to terminate this 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 written notice of termination from the County, the Vendor shall only provide those goods and/or services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the

County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 18. Force Majeure.

18.1 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 restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

18.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Vendor believes is excusable under this section, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not

limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to goods and/or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the goods and/or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 19. Access and Audits of Records.

19.1 The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the goods and/or services for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court 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 upon five (5) days' written notice to the Vendor.

SECTION 20. Public Emergencies.

20.1 The Vendor agrees that 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/or services. The County expects to pay a fair and reasonable price for all goods and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 21. Probationary Period.

21.1 The first ninety (90) days of this Contract are to be considered a “probationary period.” Notwithstanding Sections 16 and 17 hereinabove, during the probationary period, the County may terminate this Contract based upon the performance of the Vendor and a new award be granted without another formal bid.

SECTION 22. Independent Vendor Status.

22.1 The Vendor shall provide the goods and/or services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

22.2 The Vendor and the County agree that during the term of this Contract: (a) the Vendor has the right to provide goods and/or services for others; ((b) the Vendor has the right to provide the goods and/or services required by this Contract; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the goods and/or services required by this Contract pursuant to Section 14 hereinabove.

SECTION 23. Indemnification.

23.1 The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney’s fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor’s performance under this Contract.

SECTION 24. Insurance.

24.1 The Vendor shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "C". The policy limits required are to be considered minimum amounts.

24.2 The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 25. Dispute Resolution Process.

25.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

25.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Vendor pursuant to Section 32 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

25.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Vendor. The Vendor may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

25.4 If no satisfactory resolution as to the interpretation of the Contract terms is reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute 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. The Vendor shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 26. E-Verify.

26.1 The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Contract), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

26.2 The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

26.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 27. Public Records.

27.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Vendor is providing the goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public

records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the County.

d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County 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 shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

27.3 If the Vendor does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

27.4 If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

27.5 If a civil action is filed against the Vendor to compel production of public records relating to the Contract, 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 Vendor has not complied with the request, to the County and to the Vendor.

27.6 A notice complies with Section 27.5 (b) hereinabove, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 32 hereinbelow.

27.7 If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

27.8 In reference to any public records requested under this Contract, the Vendor shall identify and mark specifically any information which the Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

27.9 In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

27.10 The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Vendor's designation of material as exempt from public disclosure.

SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions.

28.1 During the term of this Contract, or any extension thereto, the Vendor shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

SECTION 29. Public Entity Crimes.

29.1 In accordance with Section 287.133, Florida Statutes, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

SECTION 30. Anti-Discrimination.

30.1 The Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations,

race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 31. Advertising.

31.1 The Vendor shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor’s name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 32. Notices.

32.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County
Attn:
96135 Nassau Place
Yulee, Florida 32097

Vendor: [Vendor Address]
Attn: [Vendor Contact Person]
[Vendor Address]

SECTION 33. Attorney's Fees.

33.1 Notwithstanding the provisions of Section 27 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 34. Authority to Bind.

34.1 The Vendor represents and warrants that the Vendor's undersigned representative if executing this Contract on behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

SECTION 35. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

35.1 In the event of any conflict between the terms of this Contract and the terms of any attachments, the terms of this Contract shall prevail.

35.2 All representations, indemnifications, warranties and guaranties made by the Vendor in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

35.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

35.4 The Vendor warrants that all goods and/or services provided by the Vendor under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Vendor or on the container or label.

SECTION 36. Construction of Contract.

36.1 The parties hereby acknowledge that they have fully reviewed this Contract and any attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 37. Headings.

37.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

SECTION 38. Entire Agreement and Execution.

38.1 This Contract, together with any attachments, constitutes the entire Contract between the County and the Vendor and supersedes all prior written or oral understandings.

38.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 39. Change of Laws.

39.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Vendor shall be paid its compensation for the goods and/or services provided prior to the termination date.

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

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

By: _____
Its: _____
Date: _____

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

DENISE C. MAY

By: _____
Its: _____
Date: _____

**FORM A
ADDENDA ACKNOWLEDGMENT**

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.

Addendum # _____ through # _____

Signature of Person Completing:	Date:
Printed Name:	Title:

FORM B
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH BID

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

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is _____ and its Federal Employee Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees,

members, and agents who are active in management of an entity. 8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

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

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

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

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

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

Signature

Date

State of: _____
County of: _____

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____ by _____ who is ___ personally known to me or ___ produced _____ as identification.

Notary Public
My commission expires: _____

FORM C BIDDER QUESTIONNAIRE

The following questionnaire shall be answered by the Bidder for use in the evaluation process.

1. Company Name: _____
Address: _____
City/State/Zip: _____
Phone: Email: _____
Website Address: _____

2. **COMPANY STRUCTURE:**
Sole Proprietor Partnership Corporation Other _____

3. Are you registered with the FL Secretary of State to conduct business? Yes No

4. Are you properly licensed/certified by the Federal or State to perform the specified services?
Yes No

5. **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 sub-vendors you may use: _____
Has your company: Failed to complete or defaulted on a contract: Yes No
Been involved in bankruptcy or reorganization: Yes No
Pending judgment claims or suits against firm: Yes No

6. **PERSONNEL**
How many employees does your company employ: _____
(may use additional sheets if needed).

Position/Category (List all)	Full-time	Part-time
Management		

7. REFERENCES:

List at least three references for which you have provided these services (similar scope/size) in the past five years - preferably government agencies.

Reference #1:

Company/Agency Name: _____
Address: _____
Contract Person: _____
Phone: Email: _____
Project Description: _____
Contract \$ Amount: _____
Date Completed: _____

Reference #2:

Company/Agency Name: _____
Address: _____
Contract Person: _____
Phone: Email: _____
Project Description: _____
Contract \$ Amount: _____
Date Completed: _____

Reference #3:

Company/Agency Name: _____
Address: _____
Contract Person: _____
Phone: Email: _____
Project Description: _____
Contract \$ Amount: _____
Date Completed: _____

8. NOTICE OF PARTIES AND BINDING AUTHORITY

The following information is required if Respondent is selected for award of a contract with the County.

Notice to Parties

All notices, demands, requests for approvals or other communications shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to:

Contractor Name: _____
Attn: _____
Mailing Address: _____

Binding Authority

The person to execute the contract must be an officer of the company. If not an officer of the company, Respondent must provide proof of signing authority. Please provide the name, email address, and phone number of person who will execute the contract, if awarded.

Name of Person to execute contract (if awarded): _____
Title: _____
Email Address: _____
Phone Number: _____

FORM D DRUG FREE WORKPLACE CERTIFICATE

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

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

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

Authorized Signature

Date Signed

State of: _____
 County of: _____

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____ by _____ who is _____ personally known to me or _____ produced _____ as identification.

 Notary Public
 My commission expires: _____

**FORM E
E-VERIFY AFFIDAVIT**

**NASSAU COUNTY E-VERIFY FORM UNDER
SECTION 448.095, FLORIDA STATUTES**

Project Name: _____
Bid No./Contract No.: _____

DEFINITIONS:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and
- c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, “Employment Eligibility”, as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Attachment “A”) attesting that the Contractor does not employ, contract with, or such affidavit for the duration of the contract; and
- d. Contractor shall also require all subcontractors to execute the attached affidavit (Attachment “B”) attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a. If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b. If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e. If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**FORM E - 1
CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that _____ (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (Date) by _____ (Name of Officer or Agent, Title of Officer or Agent) of _____ (Name of Contractor Company Acknowledging), a _____ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public

Printed Name

My Commission Expires: _____

FORM E - 2
SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (Date) by _____ (Name of Officer or Agent, Title of Officer or Agent) of _____ (Name of Contractor Company Acknowledging), a _____ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public

Printed Name
My Commission Expires: _____



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

TO: All Prospective Bidders

FROM: Thomas O'Brien, Procurement Specialist

SUBJECT: Addendum #1
Invitation to Bid Number NC23-059
Delivery and Installation of Bleachers and Shade Structures

DATE: November 9, 2023

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

Question and Answer

1. What wind load is required for the Fabric Shade structures for Nassau County?
Answer: Shade structures should have a 120mph wind rating.
2. Do the shade structures need to be hanging cantilever, embedded or surface mounted? Also, do they need to have glide elbows?
Answer: The Shade structures are to be embedded. Glide Elbows are preferred but not required.

The solicitation due date and opening time remains: November 22, 2023 at 10:00 AM EST.

VENDOR HEREBY ACKNOWLEDGES THIS ADDENDUM ELECTIONICALLY THROUGH PLANETBIDS BY ITS BID SUBMISSION.

Exhibit "B"

Vendor's Response Price Sheet



INVITATION TO BID

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Solicitation Title: Delivery and Installation of Bleachers and Shade Structures	Issue Date: October 20, 2023
Solicitation Number: NC23-059-ITB	Project/Contract Duration: One hundred fifty (150) days after issuance of the Notice to Proceed
Requesting Department: Parks and Recreation	Procurement Contact: Thomas O'Brien
Contact Address: 96135 Nassau Place, Suite 2 Yulee, Florida 32097	Contact Information: procurement@nassaucountyfl.com
Non-Mandatory Pre-Bid Date/Time: N/A	Deadline for Questions: November 3, 2023 @ 4:00 PM ET
Bid Due Date and Opening Date/Time: November 22, 2023 @ 10:00 AM ET	
Location of Bid Opening: Robert M. Foster Justice Center, 76347 Veterans Way, Second Floor, Yulee, Florida 32097	

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

Legal Name of Respondent: Industrial Shadeports, Inc.		
Business Address: 6600 NW 12th Ave #220 Fort Lauderdale, FL 33309		
Phone Number: 954.755.0661	Email: sales@shadeports.com	FL License Number: CGC1525577
Authorized Signature: 		Date: 11/14/2023
Printed Name of Signer: Stanley Breitweiser		Title: President

General Instructions/Declarations

1. Bid results will be available pursuant to Florida Statute 119.071(b).
2. Bids must be submitted on the forms furnished by the County within this solicitation, unless otherwise specified below.
3. This page must be completed and returned as the top sheet of any Bid submitted.
4. It is the intent and purpose of Nassau County that this solicitation promotes competitive bidding. It shall be the Bidder's responsibility to advise the Procurement Department via the County's electronic bidding platform if, in the Bidder's opinion, any language, requirements, etc. inadvertently restricts or limits competition. Such notification must be submitted via the County's electronic bidding platform and must be received by the Procurement Department no later than the Deadline for Questions date and time stated above.

(THIS PAGE MUST BE RETURNED WITH YOUR BID)

EXHIBIT "B"
PRICE SHEET

Vendor shall provide Furnish, Deliver, and Install Shade structures and bleachers/player benches in accordance with Exhibit "A", Scope of Services at the price(s) below.


Description	Quantity	Unit Price	Total Price
20' x 10' x 10' Dugout Cantilever Shades	24	\$ 10,475.60	\$ 251,414.40
30' x 10' x 10' Dugout Cantilever Shade	3	\$ 15,711.81	\$ 47,135.42
44' x 10' x 10' Dugout Cantilever Shade	1	\$ 21,486.86	\$ 21,486.86
20' x 10' x 10' Tee Cantilever Shade	1	\$ 11,907.21	\$ 11,907.21
4 row x 15' non-elevated bleachers (40 seat capacity)	30	\$ 2,238.55	\$ 67,156.45
12' in-ground player bench w/ backrest	4	\$ 830.32	\$ 3,321.29

FOUR HUNDRED TWO THOUSAND FOUR HUNDRED TWENTY-ONE AND 62/100
(Total Lump Sum Price in Words)

Warranty: SEE ATTACHED WARRANTY DOCUMENT

FABRIC AND THREAD = 10 YEARS, STEEL STRUCTURE = 10 YEARS.

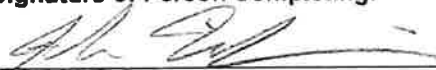
The undersigned declares that they have examined the Notice to Bidders, Instructions to Bidders, and Technical Specifications/Scope of Work and is informed fully with regard to all terms and conditions pertaining thereto and agrees under these specifications at the prices set forth above.

Company: Industrial Shadeports, Inc
 Address: 6600 NW 12th Ave #220
 City, State, Zip Code: Fort Lauderdale, FL 33309
 Phone Number: 954-755-0661 Email: sales@shadeports.com
 Authorized Signature:  Printed Name: Stanley Breitweiser
 Title: President Date: 11/14/2023

FORM A ADDENDA ACKNOWLEDGMENT

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.

Addendum # 1 through # _____

Signature of Person Completing: 	Date: <u>11/17/23</u>
Printed Name: <u>John WEDINGER</u>	Title: <u>SACES</u>



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

TO: All Prospective Bidders
FROM: Thomas O'Brien, Procurement Specialist
SUBJECT: Addendum #1
Invitation to Bid Number NC23-059
Delivery and Installation of Bleachers and Shade Structures
DATE: November 9, 2023

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Answer: Shade structures should have a 120mph wind rating.

2. Do the shade structures need to be hanging cantilever, embedded or surface mounted? Also, do they need to have glide elbows?

Answer: The Shade structures are to be embedded. Glide Elbows are preferred but not required.

The solicitation due date and opening time remains: November 22, 2023 at 10:00 AM EST.

VENDOR HEREBY ACKNOWLEDGES THIS ADDENDUM ELECTRONICALLY THROUGH PLANETBIDS BY ITS BID SUBMISSION.

**FORM B
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) 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 Industrial Shadeports, Inc
2. This sworn statement is submitted by Industrial Shadeports, Inc (entity submitting sworn statement), whose business address is 6600 NW 12th Ave #220 Fort Lauderdale, FL 33309 and its Federal Employee Identification Number (FEIN) is 81-4247013 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Stanley Breitweiser (please print name of individual signing), and my relationship to the entity named above is President
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.)

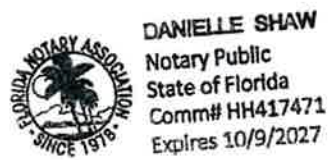

Signature 11/14/2023

Date

State of: Florida
County of Broward

Sworn to (or affirmed) and subscribed before me by means of x physical presence or online notarization, this 14th day of November, 2023 by Stanley Breitweiser who is x personally known to me or produced as identification.


Notary Public
My commission expires: 10/9/2023



FORM C BIDDER QUESTIONNAIRE

The following questionnaire shall be answered by the Bidder for use in the evaluation process.

1. Company Name: Industrial Shadeports, Inc
 Address: 6600 NW 12th Ave #220
 City/State/Zip: Fort Lauderdale, FL 33309
 Phone: Email: 954-755-0661 sales@shadeports.com
 Website Address: www.shadeports.com

2. COMPANY STRUCTURE:
 Sole Proprietor Partnership Corporation Other _____

3. Are you registered with the FL Secretary of State to conduct business? Yes No

4. Are you properly licensed/certified by the Federal or State to perform the specified services?
 Yes No

5. EXPERIENCE:
 Years in business: 30+
 Years in business under this name: 30+
 Years performing this type of work: 30+
 Value of work now under contract: _____
 Value of work in place last year: _____
 Percentage (%) of work usually self-performed: 100%
 Name of sub-vendors you may use: 0
 Has your company: Failed to complete or defaulted on a contract: Yes No
 Been involved in bankruptcy or reorganization: Yes No
 Pending judgment claims or suits against firm: Yes No

6. PERSONNEL
 How many employees does your company employ: 22
 (may use additional sheets if needed)

Position/Category (List all)	Full-time	Part-time
Management	Sales	
	Project Management	
	Installation	
	Manufacturing	
	Engineering	

7. REFERENCES:

List at least three references for which you have provided these services (similar scope/size) in the past five years - preferably government agencies.

Reference #1:

Company/Agency Name: Lee County
Address: 3410 Palm Beach Blvd Fort Myers, FL 33916
Contract Person: Armand Regnaert
Phone: Email: ARegnaert@leegov.com - 239-672-2094
Project Description: various over many years
Contract \$ Amount: various
Date Completed: various

Reference #2:

Company/Agency Name: City of Miramar
Address: 2200 Civic Center Place Miramar, FL 33025
Contract Person: Billy Neal
Phone: Email: bdneal@miramarfl.gov Phone- Please use e-mail
Project Description: various over many years
Contract \$ Amount: various
Date Completed: various

Reference #3:

Company/Agency Name: City of Coconut Creek
Address: 4900 W. Copans Rd Coconut Creek, FL 33063
Contract Person: Brian Rosen
Phone: Email: BRosen@coconutcreek.net 954-545-6614
Project Description: various over many years
Contract \$ Amount: various
Date Completed: various

8. NOTICE OF PARTIES AND BINDING AUTHORITY

The following information is required if Respondent is selected for award of a contract with the County.

Notice to Parties

All notices, demands, requests for approvals or other communications shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to:

Contractor Name: Industrial Shadeports, Inc
Attn: _____
Mailing Address: 6600 NW 12th Ave #220 Fort Lauderdale, FL 33309

Binding Authority

The person to execute the contract must be an officer of the company. If not an officer of the company, Respondent must provide proof of signing authority. Please provide the name, email address, and phone number of person who will execute the contract, if awarded.

Name of Person to execute contract (if awarded): Stanley Breitweiser
Title: President
Email Address: sales@shadeports.com
Phone Number: 954-755-0661

FORM D DRUG FREE WORKPLACE CERTIFICATE

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

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

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




 Authorized Signature
 11/14/2023


 Date Signed

State of: Florida
County of: Broward

Sworn to (or affirmed) and subscribed before me by means of physical presence or _____ online notarization, this 14th day of November, 2023 by Stanley Breitweiser who is personally known to me or _____ produced _____ as identification.



 Notary Public
 My commission expires: 10/9/2027


 DANIELLE SHAW
 Notary Public
 State of Florida
 Comm# HH417471
 Expires 10/9/2027

**FORM E
E-VERIFY AFFIDAVIT**

**NASSAU COUNTY E-VERIFY FORM UNDER
SECTION 448.095, FLORIDA STATUTES**

Project Name: Delivery and Installation of Bleachers and Shade Structures

Bid No./Contract No.: NC23-059-ITB

DEFINITIONS:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify System" means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with Nassau County; and
- c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Attachment "A") attesting that the Contractor does not employ, contract with, or such affidavit for the duration of the contract; and
- d. Contractor shall also require all subcontractors to execute the attached affidavit (Attachment "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a. If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b. If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e. If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

FORM E - 1 CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Industrial Shadeports, Inc (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Industrial Shadeports, Inc (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

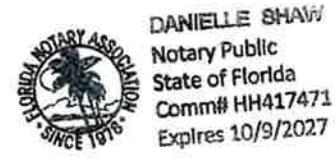


Print Name: Stanley Breitweiser
Date: 11/14/2023

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11/14/2023 (Date) by Stanley Breitweiser (Name of Officer or Agent, Title of Officer or Agent) of Industrial Shadeports, Inc (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Danielle Shaw
Notary Public
Danielle Shaw
Printed Name



My Commission Expires: 10/9/2027

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Industrial Shadeports, Inc.
6600 N.W. 12th Avenue, Suite 220
Ft. Lauderdale, FL 33309

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Nassau County Board of County Commissioners
96135 Nassau Place, Suite 2
Yulee, FL 32097

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Delivery and Installation of Bleachers and Shade Structures - Solicitation Number: NC23-059-ITB

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of November, 2023



(Witness)


Industrial Shadeports, Inc.

(Principal) (Seal)

By: 


(Title)



(Witness) Dania Banks

United States Fire Insurance Company

(Surety) (Seal)

By: 

(Title) Jarrett Merlucci Attorney-in-Fact

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

00927

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Ian A. Nipper, David Russell Hoover, Joseph Penichei Nielson,
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars (\$50,000,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President



State of New Jersey;
County of Morris

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 22nd day of November 20 23

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Whitney Commercial Insurance Advisors LLC 102 NE 2nd St, Ste 178 Boca Raton, FL 33432 License #: A283753	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Kailey Whitney</td> </tr> <tr> <td>PHONE (A/C No. Ext): (561)210-8715</td> <td>FAX (A/C No.): (561)210-8716</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: kailey@wciadvisors.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Burlington Insurance Company</td> <td style="text-align: right;">NAIC # 23620</td> </tr> <tr> <td>INSURER B: AMGUARD INSURANCE CO</td> <td style="text-align: right;">42390</td> </tr> <tr> <td>INSURER C: Nautilus Insurance Co., 17370</td> <td style="text-align: right;">17370</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Kailey Whitney		PHONE (A/C No. Ext): (561)210-8715	FAX (A/C No.): (561)210-8716	E-MAIL ADDRESS: kailey@wciadvisors.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Burlington Insurance Company	NAIC # 23620	INSURER B: AMGUARD INSURANCE CO	42390	INSURER C: Nautilus Insurance Co., 17370	17370	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED INDUSTRIAL SHADEPORTS, INC. 6600 NW 12 AVE SUITE 220 FORT LAUDERDALE, FL 33309																					

COVERAGES **CERTIFICATE NUMBER:** 00000640-0 **REVISION NUMBER:** 260

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		163BG05817-03	11/10/2023	11/10/2024	<table border="0" style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$</td><td style="text-align: right;">100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$</td><td style="text-align: right;">EXCLUDED</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$</td><td style="text-align: right;">2,000,000</td></tr> <tr><td>PRODUCTS - COM/OP AGG</td><td style="text-align: right;">\$</td><td style="text-align: right;">2,000,000</td></tr> <tr><td></td><td></td><td></td></tr> </table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000	MED EXP (Any one person)	\$	EXCLUDED	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COM/OP AGG	\$	2,000,000			
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B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		INAU379583	12/15/2022	12/15/2023	<table border="0" style="width: 100%;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td></td><td></td><td></td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$										
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BODILY INJURY (Per person)	\$																											
BODILY INJURY (Per accident)	\$																											
PROPERTY DAMAGE (Per accident)	\$																											
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS			AN1297531	11/10/2023	11/10/2024	<table border="0" style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td><td style="text-align: right;">3,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td><td style="text-align: right;">3,000,000</td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </table>	EACH OCCURRENCE	\$	3,000,000	AGGREGATE	\$	3,000,000															
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AGGREGATE	\$	3,000,000																										
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N	N/A				<table border="0" style="width: 100%;"> <tr><td></td><td style="text-align: right;">PER STATUTE</td><td style="text-align: right;">OTH. ER</td></tr> <tr><td>E L EACH ACCIDENT</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>E L DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>E L DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$</td><td></td></tr> </table>		PER STATUTE	OTH. ER	E L EACH ACCIDENT	\$		E L DISEASE - EA EMPLOYEE	\$		E L DISEASE - POLICY LIMIT	\$										
	PER STATUTE	OTH. ER																										
E L EACH ACCIDENT	\$																											
E L DISEASE - EA EMPLOYEE	\$																											
E L DISEASE - POLICY LIMIT	\$																											

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS ADDITIONAL INSURED WITH RESPECTS TO COMMERCIAL GENERAL LIABILITY AND AUTO LIABILITY WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS 96135 Nassau Place, Suite 2 YULEE, FL 32097	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (KSW)
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Services for CoAdvantage Jeffrey Rendel 250 Tequesta Drive Tequesta, FL 33418	CONTACT NAME: PHONE (A/C, No, Ext): (888) 925-2990 FAX (A/C, No): E-MAIL ADDRESS: coi@coadvantage.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : American Zurich Insurance Company 40142 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED CoAdvantage Corporation Alt Emp Industrial Shadeports Inc 101 Riverfront Blvd Suite 300 Bradenton, FL 34205	

COVERAGES CERTIFICATE NUMBER: 23FL0901138023 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR-PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Stanley Breitweiser included Agnee Breitweiser included	Y/N <input checked="" type="checkbox"/> N	N/A	X	WC 56-11-942-09	04/01/2023 04/01/2024 X PER STATUTE OTH-ER E L EACH ACCIDENT \$ 2,000,000 E L DISEASE - EA EMPLOYEE \$ 2,000,000 E L DISEASE - POLICY LIMIT \$ 2,000,000
	Location Coverage Period: 04/01/2023 04/01/2024 Client# 611968-FL					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Coverage is provided for only those co-employees of, but not subcontractors to:
 Industrial Shadeports Inc.
 6600 NW 12th Ave, Suite 220
 Fort Lauderdale, FL 33309

Endorsements: Waiver of Subrogation, 30 days written cancel notice (10 days for non payment of premium)

CERTIFICATE HOLDER NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS 96135 Nassau Place, Suite 2 Yulee, FL 32097	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

IN FAVOR OF:

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
96135 Nassau Place, Suite 2
Yulee, FL 32097

WORK PERFORMED BY CO-EMPLOYEES OF:

Industrial Shadeports Inc.
6600 NW 12th Ave, Suite 220
Fort Lauderdale, FL 33309

ON THE FOLLOWING PROJECT:

FEE FOR THIS WAIVER IS:

Premium will be waived

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 11/10/2023

Policy No. WC 56-11-942-09

Endorsement No

Insured: CoAdvantage Corporation All Emp: Industrial Shadeports Inc.

Premium: \$

Insurance Company: American Zurich Insurance Company

Countersigned By:



Authorized Representative

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A.** If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
<p>NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS 96135 Nassau Place, Suite 2 Yulee, FL 32097</p>	<p>30</p>

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 11/10/2023

Policy No.: WC 56-11-942-09

Endorsement No:

Insured: CoAdvantage Corporation Alt. Emp: Industrial Shadeports Inc.
101 Riverfront Blvd Suite 300

Premium: \$

Insurance Company: American Zurich Insurance Company

WC 99 06 33

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Services for CoAdvantage Jeffrey Rendel 250 Tequesta Drive Tequesta, FL 33418	CONTACT NAME: PHONE (A/C, No, Ext): (888) 925-2990 FAX (A/C, No): E-MAIL: col@coadvantage.com ADDRESS:														
INSURED CoAdvantage Corporation Alt. Emp: Industrial Shadeports Inc. 101 Riverfront Blvd Suite 300 Bradenton, FL 34205	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Zurich Insurance Company	40142	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 23FL0901138023** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER _____					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____					EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Stanley Breitweiser included Agnee Breitweiser included	Y/N <input type="checkbox"/> N <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> X	WC 56-11-942-09	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 2,000,000 E L DISEASE - EA EMPLOYEE \$ 2,000,000 E L DISEASE - POLICY LIMIT \$ 2,000,000
Location Coverage Period:						04/01/2023 04/01/2024 Client# 611968-FL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
 Industrial Shadeports Inc.
 6600 NW 12th Ave, Suite 220
 Fort Lauderdale, FL 33309

Endorsements: Waiver of Subrogation, 30 days written cancel notice (10 days for non payment of premium)

CERTIFICATE HOLDER NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS 96135 Nassau Place, Suite 2 Yulee, FL 32097	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

IN FAVOR OF:

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
96135 Nassau Place, Suite 2
Yulee, FL 32097

WORK PERFORMED BY CO-EMPLOYEES OF:

Industrial Shadeports Inc.
6600 NW 12th Ave, Suite 220
Fort Lauderdale, FL 33309

ON THE FOLLOWING PROJECT:

FEE FOR THIS WAIVER IS:

Premium will be waived

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 11/10/2023

Policy No: WC 56-11-942-09

Endorsement No:

Insured: CoAdvantage Corporation Alt. Emp: Industrial Shadeports Inc.

Premium: \$

Insurance Company: American Zurich Insurance Company

Countersigned By:



Authorized Representative

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 99 06 33****NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A.** If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
<p>NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS 96135 Nassau Place, Suite 2 Yulee, FL 32097</p>	<p>30</p>

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 11/10/2023

Policy No.: WC 56-11-942-09

Endorsement No:

Insured: CoAdvantage Corporation Alt. Emp: Industrial Shadeports Inc.
101 Riverfront Blvd Suite 300

Premium: \$

Insurance Company: American Zurich Insurance Company

WC 99 06 33

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FORM B
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) 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 Industrial Shadeports, Inc
2. This sworn statement is submitted by Industrial Shadeports, Inc (entity submitting sworn statement), whose business address is 6800 NW 12th Ave #220 Fort Lauderdale, FL 33309 and its Federal Employee Identification Number (FEIN) is 81-4247013 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Stanley Breitweiser (please print name of individual signing), and my relationship to the entity named above is President
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 11/14/2023

Date

State of: Florida
County of Broward

Sworn to (or affirmed) and subscribed before me by means of x physical presence or online notarization, this 14th day of November, 2023 by Stanley Breitweiser who is x personally known to me or produced as identification.



Notary Public
My commission expires: 10/9/2023



FORM D DRUG FREE WORKPLACE CERTIFICATE

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

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

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



 Authorized Signature
 11/8/2023

 Date Signed

State of: Florida
County of: Broward

Sworn to (or affirmed) and subscribed before me by means of physical presence or _____ online notarization, this 8th day of November, 2023 by John Weidinger who is personally known to me or _____ produced _____ as identification.



 Notary Public
 My commission expires: 10/9/2027



DANIELLE SHAW
Notary Public
State of Florida
Comm# HH417471
Expires 10/9/2027

FORM E
E-VERIFY AFFIDAVIT

**NASSAU COUNTY E-VERIFY FORM UNDER
SECTION 448.095, FLORIDA STATUTES**

Project Name Delivery and Installation of Bleachers and Shade Structures

Bid No./Contract No. : NC23-059-ITB

DEFINITIONS:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify System" means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with Nassau County; and
- c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Attachment "A") attesting that the Contractor does not employ, contract with, or such affidavit for the duration of the contract; and
- d. Contractor shall also require all subcontractors to execute the attached affidavit (Attachment "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a. If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b. If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e. If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

FORM E - 1 CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Industrial Shadeports, Inc (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Industrial Shadeports, Inc (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: John Weidinger

Date: 11/8/2023

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11/8/2023 (Date) by John Weidinger (Name of Officer or Agent, Title of Officer or Agent) of Industrial Shadeports, Inc (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.



Notary Public

Danielle Shaw

Printed Name

My Commission Expires: 10/9/2027



DANIELLE SHAW
Notary Public
State of Florida
Comm# HH417471
Expires 10/9/2027



Company ID Number: 1254120

Approved by:

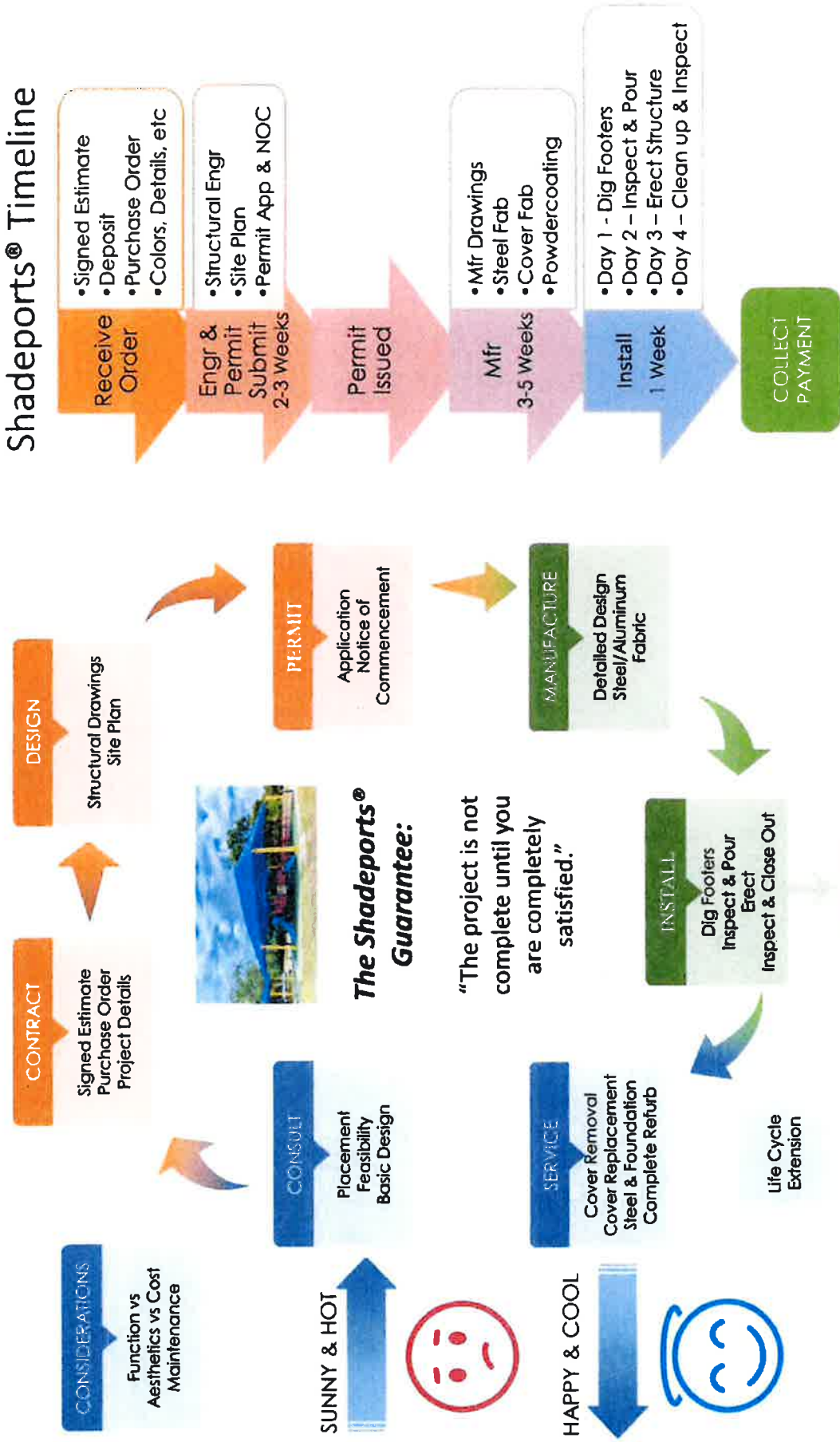
Employer Industrial Shadeports, Inc,	
Name (Please Type or Print) Stanley Breitweiser	Title
Signature Electronically Signed	Date 12/13/2017
Department of Homeland Security - Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/13/2017



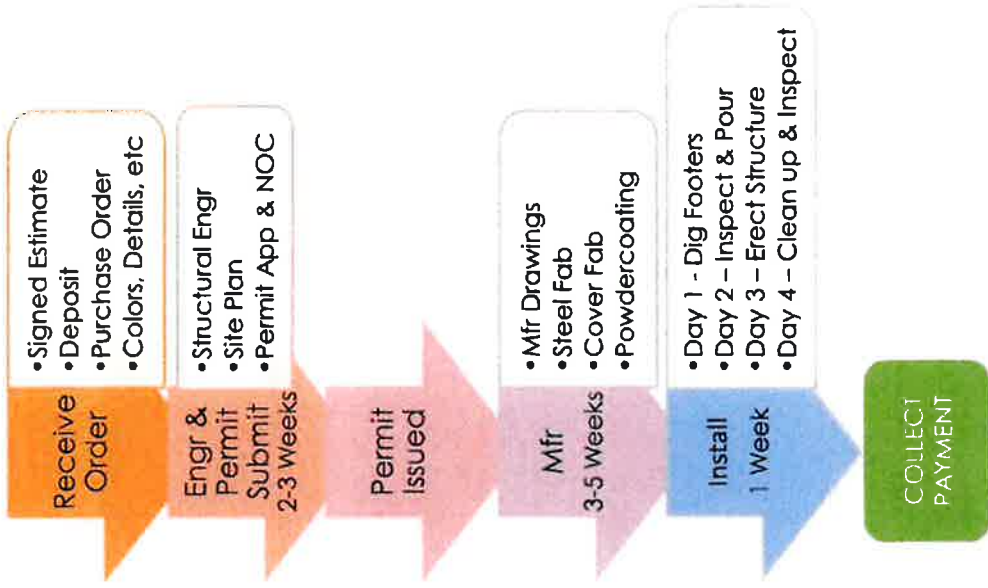
Company ID Number: 1254120

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Industrial Shadeports, Inc.
Company Facility Address	6600 NW 12 Ave Suite 220 Fort Lauderdale, FL 33309
Company Alternate Address	
County or Parish	BROWARD
Employer Identification Number	814247013
North American Industry Classification Systems Code	314
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

The Shadeports® Way



Shadeports® Timeline



**Industrial
Shadeports**

Fort Lauderdale, Florida USA
www.Shadeports.com
Sales@Shadeports.com
 +1-954-755-0661



About Industrial Shadeports

Stylish and Affordable Outdoor Sun Shade Solutions

Continuously since 1993, Industrial Shadeports has custom designed, engineered, manufactured and installed high quality shadeport sun shade structures, shade sails and awnings for thousands of commercial, government and private clients here in the U.S. and around the world. We improved on the original concept for specialized fabric sun shade canopy structure development from African and European countries that offered superior protection from the sun's harmful UV rays, while providing outstanding style and elegance to any space.

Our Shade Structures, Sails and Awnings are suitable for:

- Parks
- Basketball Courts
- Pools and Water Parks
- Sports Field Bleachers
- Picnic Areas
- Ranches and Farms
- High End Residential
- Playgrounds
- Car Washes
- Military Bases
- Resorts and Hotels
- Zoos
- Hospitals
- Museums

OR any other place where high quality, reliable sun protection is needed.

Each Sun Shade Structure we create is uniquely designed to be architecturally pleasing while offering maximum sun protection.

Located in South Florida, we fully understand the need for a Fabric Sun Shade Structure that provides reliable sun protection and can withstand hurricane force winds. Our sun shade canopies and shade sails are designed to meet strict local building codes and have removable fabric covers for easy maintenance and storm preparation. Our specialty shade fabric breathes naturally, and thereby reduces ambient temperatures by an amazing 10-20°F underneath while simultaneously blocking up to 97.7% of UV rays.

We offer many steel structure designs and fabric colors to easily match your brand's identity. These bright and cheerful colored fabrics can liven up any park or business. With a myriad of color and design options; the possibilities are virtually endless.

These exceptional fabric sun shade structures, shade sails and tension membrane structures are more affordable than conventional metal sun shade structures, and are better suited to a humid, subtropical climate. They offer up to 97% protection from the sun's harmful UV rays while providing a stylish aesthetic upgrade people are certain to notice.

No matter how big, or how small, your sun shade requirements may be, you're always certain to get the very best service from Industrial Shadeports. Based on your needs, we'll design, engineer, and install beautiful, high quality sun shade structures, shade sails or tension membrane structures for you to enjoy for many years to come!

We use the best quality materials and work with highly trained professionals to create an outstanding product for our customers. Our focus is on consistently delivering the quality and reliability our customers have come to expect from us. We also strive to offer creative solutions that offer our customers an affordable, functional and attractive sun shade structure, shade sail or tension membrane structure for our customers to enjoy for many years to come!

Info@Shadeports.com

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Fort Lauderdale, FL 33309
954-755-0661

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Industrial Shadeports Capabilities

Industrial Shadeports is one of the most versatile companies in the shade industry. We are fully vertically integrated, offering everything from initial design to replacement parts to life cycle maintenance. We manufacture all manner of structures and sails, using both mesh shade cloth as well as vinyl and acrylic waterproof fabrics. Being a General Contractor that solely works on shade projects allows us to devote all of our time improving our products and processes. We pride ourselves on living up to commitments. We are on time, on budget, completely flexible, and create the most beautiful structures on the market.

Certifications

- Florida Certified General Contractor CGC 1525577
- Certified Playground Safety Inspectors On Staff
- Broward County Florida Certified County Business Enterprise (CBE)
- Broward County Florida Certified Small Business Enterprise (SBE)
- Palm Beach County Florida Certified Small Business Enterprise (SBE)

Facilities

- 11,000 square foot manufacturing facility in Fort Lauderdale, FL
- Administrative offices in Boca Raton, FL

Manufacturing

- Just in time manufacturing
- HDPE mesh, Vinyl, PVC, Acrylic, Canvas, etc.
- Steel, stainless steel and aluminum
- Miller Weldmaster wedge welders
- Single and double needle sewing machines
- Fabric tables for fabrication and cutting
- Stick, Mig, Tig welding machines
- Swaging up to 5 inch heavy wall pipe
- Bending up to 5 inch pipe
- Cutting pipe up to 11 inch diameter at 45 degree angle

Design

- Basic designs, renderings, etc done in house
- Network of certified Professional Engineers to handle complicated jobs and perform calculations

Installation

- Pull permits anywhere in the State of Florida for any structure
- Full in house capabilities to install even the largest or most complex project
- Dedicated installation crews
- Long term relationships with qualified subcontractors to handle overflow
- Trucks and equipment to handle delivery and support installations

Maintenance & Repair

- Repair personnel capable of diagnosing and repairing any problem on any shade structure
- Replacement covers and other parts for any manufacturers' structure.

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Industrial Shadeports Project Approach

Industrial Shadeports is one of the most versatile companies in the shade industry. We are fully vertically integrated, offering everything from initial design to replacement parts to life cycle maintenance. We have complete design and manufacturing capabilities for both fabric and steel in our Fort Lauderdale factory. Based out of our Fort Lauderdale factory, we also have employee field crews that perform all aspects of our projects from concrete to commissioning.

A Shadeport® project begins with customer consultation on site with one of our industry veterans, taking into account all aspects of the customer's shade needs.

- Proper placement of shade

- Aesthetics vs cost

- Technical feasibility of the project

- Life cycle maintenance of each design

- Regulatory issues (permitting, safety, environmental impact, playground safety, site conflicts, etc).

Once we have an agreed upon design and signed contract (or Purchase Order), we start on Engineering for the site specific design. Engineering takes into account all local building codes and regulations as well as all national and international requirements such as the Florida Building Code and ASCE Structural Requirements.

With Engineering completed, and if a permit is required, Industrial Shadeports submits for a Building Permit with the appropriate local jurisdiction. As a Certified General Contractor (DBPR # CGC1525577), we are familiar with most of the jurisdictions and tailor our submittal package to the local requirements.

After the permit is issued, we get to work manufacturing the steel or aluminum structure(s) as well as the fabric cover(s). We prefer to have everything manufactured and ready to go before we show up on site. For single structures, our typical schedule on site will be as follows:

- Monday – Arrive on site, final layout of the structure/sails, dig footers, place anchor bolts or columns

- Tuesday – Building Department inspection in the morning and pour foundations in the afternoon

- Wednesday – Day off if concrete is not ready

- Thursday – Set columns, erect structure, install cover, clean up site

- Friday – Final Building Department Inspections, head home

Our teams specialize in Shade, so we can execute projects faster and more reliably. Being a manufacturer as well as a contractor that self performs all of our work, allows us to design for manufacturability, installability and maintainability. The intimate feedback provided from employee to employee in the factory and the field provides a simple pathway for continuous improvement.

Industrial Shadeports offers a Price Guarantee as well as a Delivery Guarantee and we challenge anyone in the market to beat our combination of Quality, Safety, Service and Price!

Try us out and you will be delighted!

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Industrial Shadeports Value Added

Industrial Shadeports offers significant value added compared to the alternatives of either large, integrated playground companies with complicated networks or local contractors that purchase from a large manufacturer.

Complete Vertical Integration:

- Full-service shade consultants
- A full capability manufacturer for both steel structures and fabric covers
- A Certified General Contractor utilizing our own crews for installation
- Capable of, and experienced with, partnering with local entities from Guam to Puerto Rico

Shade Experts fully versed in balancing the three fundamentals of Shade:

- Aesthetics – How will the shade blend in with the environment?
- Functionality – Will the shade be placed so that it provides the desired protection?
- Cost – What can we do to fit this project into our budget?

One Call Service:

- Central location - No more 'waiting for the manufacturer, engineer, factory, local dealer, contractor, etc to get back with you' for help.
- Focused – We only do shade and do not get bogged down with other types of products or projects.
- Options – We collaborate with your local people or send ours out.

Experience:

- We have structures in all the US States and US Territories.
- Most issues can be solved simply over the phone using our deep knowledge and experience.
- Our staff has been active on Technical Design Standards Committees such as ASCE Steel Structures.
- We have Certified Playground Safety Inspectors (CPSI's) on staff.

Speed:

- Most projects are completed with only one week on site from first shovel to final inspection.
- We control the entire process using our own people and factory, so typical lead time is 4 to 6 weeks.
- Emergencies can be fully manufactured and installed in 2 weeks.

Life Cycle Support:

- We do not disappear after the shade is supplied or after the installation is completed.
- We offer replacement parts, repairs, new covers, and retrofits for all manufacturers' structures.
- 10-year limited warranty, just in case...

Impeccable Financial and Legal Standing:

- Perfect Banking and Credit references. Suppliers are paid on time, regardless of our collections.
- Bonding capacity for the largest of projects.
- General Liability Insurance and Commercial Auto Insurance in amounts typical for Government.
- Significant net working capital cushion and no loans outstanding.
- No Liens, Judgements, etc. in the history of the company.
- No Arbitration, Mediation, etc. in the history of the company.

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Industrial Shadeports History

Industrial Shadeports is the brainchild of Christo Jacobs. Growing up in Capetown, South Africa, Chris always dreamed of sailing the world, although he had never been outside of the country. In his 20's, he built a sailboat by hand and talked his brother into going on what ended up to be a three year voyage together, sailing around the world. While at a stop in the Carribbean Islands, a guy from Baltimore expounded on the wonders of the Chesapeake Bay and talked Chris into sailing up to the Baltimore Inner Harbor. Chris and his brother decided to stay for a while in the Inner Harbor as it had a bustling nightlife. Both found the girls of their dreams while exploring the nightlife and decided to make the US their new home. Chris' only challenge was how to make money to be able to stay.

Upon deciding to settle in South Florida in 1993, Chris noticed that we in the USA did not know of the common South African practice to use mesh shadecloth held up with a steel structure to be comfortable outside in the heat. We only had awnings here, which block the natural airflow and increase the heat level underneath, requiring a natural or manmade (with fans) breeze to stay comfortable. Using his Engineering background, South African ingenuity, and sheer determination, Chris formed Industrial Shadeports and created a market in South Florida for this new concept of Mesh Shadecloth Structures while trademarking the term 'Shadeport®'.

In the years since the founding of Industrial Shadeports' formation, it has operated under various Corporate Entities, based on the partners Chris brought into the business (Industrial Shadeports LLC, Industrial Shadeports USA, Shadeports.com), but have always operated under the Industrial Shadeports dba name. Realizing that a family owned company worked best for the business, Chris reincorporated as the family owned, Sun Shade Inc dba Industrial Shadeports.

2016 was a challenging year for the business. Chris had been suffering from vision problems for a couple of years and the business was at a crossroads. Chris always believed in the value of a family business so did not want to sell out to a larger company. On the other hand, he could not find the right partner that shared his customer focused values to take over the company. The operation had been slowly scaling back and was ready for a change. This was when he met Chip Breitweiser.

Chip bought Chris out completely in 2016, kept it as a family owned business, and incorporated the company as Industrial Shadeports Inc. Since then, Industrial Shadeports has grown to be larger than ever. It has expanded manufacturing capabilities as well as installation capabilities. Chip is a Certified Florida General Contractor (CGC1525577) and a Certified Playground Safety Inspector (CPSI42398). He is and Engineer with a long history of Steel Structures manufacturing and installation. He has been a voting member of various industry standards committees (ASCE, AWWA, API) and has lead a number of industry leaders in the steel structures space. Therefore, the perfect person for Chris to entrust his brainchild with.

Today, Industrial Shadeports is one of the most versatile companies In the shade industry. We are fully vertically integrated, offering everything from initial design to replacement parts to life cycle maintenance. We manufacture all manner of structures and sails, using both mesh shade cloth as well as vinyl and acrylic waterproof fabrics. Being a General Contractor that solely works on shade projects allows us to devote all of our time improving our products and processes. We pride ourselves on living up to commitments. We are on time, on budget, completely flexible, and create the most beautiful structures on the market.

Try us out and you will not regret it!

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INDUSTRIAL SHADEPORTS LIMITED WARRANTY

General Conditions

The warranty set forth shall be the purchaser's sole and exclusive warranty. All warranties below are effective from the date of delivery by Industrial Shadeports, its subsidiaries, or agents. Industrial Shadeports reserves the right to repair or replace any item covered by this warranty.

This warranty will be void if the structures are not paid for in full. The warranty is void if the structures are not installed and maintained in strict compliance with the manufacturer specifications.

Purchaser shall notify Industrial Shadeports or its agent in writing detailing any defect for which a warranty claim is being made.

Industrial Shadeports shall not in any event be liable for indirect, special, consequential or liquidated damages.

The warranty is void if any changes, modifications, additions or attachments are made to the structures or fabric without the written consent of the manufacturer.

No signs, objects, ornaments, fans, lights, fixtures or decorations may be hung from the top part of the structure, without express written permission from the manufacturer. These items may interfere with the fabric causing the warranty to be voided.

One (1) year limited warranty on all moving parts and on any item not specifically listed, including labor.

Thread

Thread shall be 100% expanded PTFE fiber that is high strength and low shrinkage, which carries a ten (10) year warranty. This warranties that the sewing thread will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather and water. All other warranties are disclaimed.

Fabric

Industrial Shadeports Shade Cloth fabrics carry a ten (10) year* limited manufacturer's warranty from the date of delivery against failure from significant fading**, deterioration breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, Industrial Shadeports will manufacture and ship a new fabric at no charge. *Non-HDPE mesh fabrics carry a 5 year warranty. ***The colors Red and Yellow are warranted against significant fading for only two years.*

If the corners of the fabric are equipped with both holes in the fabric corner PLUS reinforcing straps, BOTH the strap and fabric hole must be placed over each corner hook or the fabric warranty is void.

Fabric curtains, valences or flat vertical panels are not covered under the warranty.

Fabric is not warranted where it is installed on a structure that is not engineered and built by Industrial Shadeports or its agents.



This warranty shall be void if damage to or failure to the shade structure is caused by contact with chemicals, chlorine, bleaching agents, hydrocarbons or hydrocarbon containing solvents, misuse, vandalism or any act of God, including but not limited to wind in excess of the wind limitations set forth below. All fabric tops are warranted for sustained winds up to 75 mph and for wind gusts in accordance with the design criteria. Removal of the shade fabric is required if damaging winds are called for (a hurricane warning is issued).

Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season".

These structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces or ridge beams, or if the fastening apparatus is not secured accordingly.

The company does not warrant that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

Industrial Shadeports reserves the right to examine all maintenance records, including photographs, demonstrating proper installation and maintenance has been performed on the structure during

the warranty period. Failure to perform proper maintenance, including maintaining tightness of the fabric and integrity of the fabric restraining system shall void this warranty.

Steel Structure

The structural steel frames are covered for a period of ten (10) years against failure due to rust-through corrosion under normal environmental conditions. Workmanship is warranted for a period of one year.

Structures are warranted for winds up to 105 mph (or as per design requirements) only if shade canopies have been removed as per the requirement set forth in the preceding fabric paragraph. Removal and re-installation must be performed by a qualified person following the included instructions.

This steel warranty shall be void if damage to the steel frame is caused by the installer or from physical damage, damage by salt spray or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.

Acts of Nature

This warranty does not cover natural disasters, such as earthquakes, shifts of terrain, or tornadoes. If the structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued.

THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OTHER THAN OR DIFFERENT FROM THIS LIMITED WARRANTY

Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



BREITWEISER, STANLEY D

INDUSTRIAL SHADEPORTS, INC.

6600 NW 12TH AVE

SUITE 220

FT LAUDERDALE FL 33309

LICENSE NUMBER: CGC1525577

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

National Recreation and Park Association

Let it be known that

STANLEY BREITWEISER

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a



**Certified
Playground
Safety Inspector**

CHAIRPERSON

February 24, 2021

DATE CERTIFIED

NRPA PRESIDENT AND CEO

50675-0324

CERTIFICATION NUMBER

March 01, 2024

EXPIRATION DATE



Office of Economic and
Small Business Development

Governmental Center Annex
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

This Certificate is Awarded to:

INDUSTRIAL SHADEPORTS, INC.

As set forth in the Broward County Business
Opportunity Act of 2012, the certification requirements
have been met for:

**County Business Enterprise (CBE)
Small Business Enterprise (SBE)
Anniversary Date: January 19th**



Authorized Representative

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control
Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions

A Service of the Broward County Board of County Commissioners
www.broward.org/smallbusiness

Palm Beach County Office of Equal Business Opportunity

Certifies That
Industrial Shadeports, Inc.
Vendor # **VS0000012587**

is a *Small Business Enterprise (SBE)* as prescribed by section 2-80.21 - 2.80.30 of
the *Palm Beach County Code* for a three year period from
March 11, 2023 to March 10, 2026

The following services and/or products are covered under this certification:

Awnings, Cloth; Awnings, Metal and Wood; Awnings, Vinyl; Climbers, Playground; Combination Sets, Playground; Park Area Construction and Renovation; Park, Playground, and Swimming Pool Equipment Maint. and repair ; Playground Equipment, Not Otherwise Classified; Playground Equipment Maintenance and Repair, Including Installation and Removal; Playground Safety Certification Services; Recreational, Park, Picnic and Playground Equipment and Accessories Rental or Lease; Recycled Awnings, Venetian and Vertical Blinds, and Shades; Safety Surfaces, Playground; Structures, Shade, Fabric Covered, Patio Areas, Play Areas, etc.; Swings, Playground; Umbrellas, Lawn and Picnic Type; Venetian Blinds, Awnings, and Shades Rental or Lease


Allen Gray, Manager

12/30/2022



Palm Beach County Board of County Commissioners

Gregg K. Weiss, Mayor
Maria Sachs, Vice Mayor
Maria G. Marino
Dave Kerner
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator
Verdenia C. Baker

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above
Industrial Shadeports

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6600 NW 12th Ave #220

6 City, state, and ZIP code
Fort Lauderdale, FL 33309

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

Or

Employer identification number

8	1	-	4	2	4	7	0	1	3
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *Dan Shu*

Date ▶ 3-31-2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

State of Florida

Department of State

I certify from the records of this office that INDUSTRIAL SHADEPORTS, INC. is a corporation organized under the laws of the State of Florida, filed on October 24, 2016.


The document number of this corporation is P16000086011.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 13, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of January,
2023*




Secretary of State

Tracking Number: 5949263078CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Industrial Shadeports

SINCE 1993

Custom designed shade structure installations and replacement covers that offer the best in outdoor sun protection

Stylish and Affordable
Shadeports, Shade Sails
and Awnings



(954) 755-0661

www.shadeports.com

sales@shadeports.com

6600 NW 12 Ave., Suite 220, Fort Lauderdale, FL 33309



FABRIC

1 Maximum Sun Protection

- Engineered in Australia
- Made from high-quality UV-stabilized HDPE
- 10-year UV degradation warranty
- Blocks up to 97% of UV rays for extended outdoor protection

2 Suitable for the Harshest Conditions

- Strength and durability to ensure maintenance-free performance
- Tear and fray resistant
- No possibilities of shrinking
- Won't rot or absorb moisture

3 Environmentally Friendly

- 100% Lead and Phthalate-free
- 100% Recycleable
- First architectural shade cloth worldwide to be Oeko-Tex® 100 and Greenguard® certified



STEEL

Precision Manufacturing 1

- Superior inline hot-dip galvanized tubing
- Welded tubing runs through a molten zinc solution while still being formed



Ultra-High Strength 2

- Flat strip steel is cold-formed and induction welded
- Tube has triple layer of protection-zinc, conversion coating and clear organic polymer topcoat applied in-line for uniform coating
- Conversion coating allows zinc to slow down white rust growth process

Corrosion Resistant 3

- Triple coat corrosion from in-line galvanizing process provides greater resistance than others
- Clear top-coat seals in protection
- Smooth and shiny appearance that provides strength and durability



SHADES FOR SCHOOLS & PLAYGROUNDS



According to the ***Skin Cancer Prevention Guidelines*** issued by the CDC:

- Schools must set policies to reduce exposure to UV radiation
- Between 68% to 90% of all melanoma cancers result from exposure to UV radiation
- Shade structures in outdoor recreational settings offer schools and parks a physical environment that supports sun safety

Benefits of Our Sun Shades in Your Schools or Playgrounds:

1 Outdoor Classrooms

- Shade structures offer children protection from UV radiation in play, exercise and social areas
- Extend the boundaries of traditional indoor classrooms to new outdoor protected settings

2 Extended Periods of Physical Activity

- Sun shades on existing outdoor play areas can reduce ambient temperatures by 10-20°F
- Increase the time kids and students can safely engage in active outdoor activities

3 Improve Playground Aesthetics

- Bright and cheerful colored fabrics liven up any environment
- Many colors to choose from
- We offer many steel structure designs to easily blend into your environment

Easy as 1-2-3 Installation



Our Unique & Durable Tension System

- An industry leading design that incorporates a set of high strength Turnbuckles, Hook & Cable Loops for ultra-high durability.
- Easily remove and install the shades as you wish, making them easy to handle even in *storm preparations*.
- Built using weather-resistant alloys, designed to have the fewest moving parts and the least complicated systems.
- Even with *minimal maintenance*, our shades will last year after year.

Our *10-Year Limited Warranty* brings you peace of mind! Your shade is backed by our 10-year warranty on both the steel frame and the weather-resistant fabric.



Place fabric over the frame structure

STEP 1



Hook the cable loops from the ends of the fabric to the frame

STEP 2



Fabric over frame

Tighten the turnbuckle to increase the tension on the cable that holds the fabric in place, done!

STEP 3



Turnbuckle

Call Industrial Shadeports for a Quote on Your New Shade!

(954) 755-0661

www.shadeports.com



Industrial Shadeports

Fort Lauderdale, Florida ♦ www.ShadePorts.com ♦ 954-755-0661



- We design, manufacture and install all manner of Shade Canopies, Shade Sails, Awnings and Replacement Covers.
- We only use the best materials available.
- Turnkey Installation, Recover, Maintenance and Repair for ALL brands since 1993.
- Florida Certified General Contractor. License #CGC1525577.
- Broward County Florida and Palm Beach County Florida Certified County Business Enterprise (CBE).
- School Districts of Broward County Florida and Palm Beach County Florida Certified Small Business Enterprise (SBE).
- Piggyback Contracts Available





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- We design, manufacture and install all manner of Shade Structures; including Canopies, Sails and Awnings.
- We only use the best materials available.
- Turnkey Installations, Recovers, Maintenance and Repair for ALL brands since 1993.
- Fully Vertically Integrated. We are the Manufacturer and a FL Certified General Contractor. LIC# 1525577. We do not sub-contract.
- Certified Playground Safety Inspectors.
- Broward County and Palm Beach County Certified Small Business Enterprise (SBE).
- Piggyback Contracts Available
- Save Money by Buying Direct.





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25th
Anniversary



- The *original* USA Manufacturer and Installer of Shadeports / Shade Structures / Shade Sails.
- Replacement Covers for any manufacturer
- Many designs and colors available
- All custom manufactured in the USA
- We only use the best materials available
- Cantilever design eliminates columns
- Mobile Units – No Permit Required





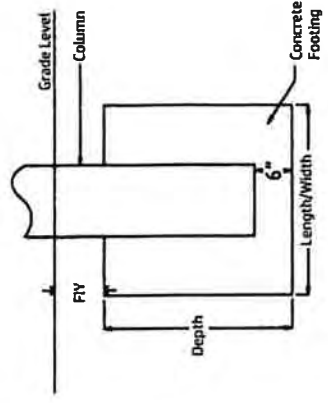
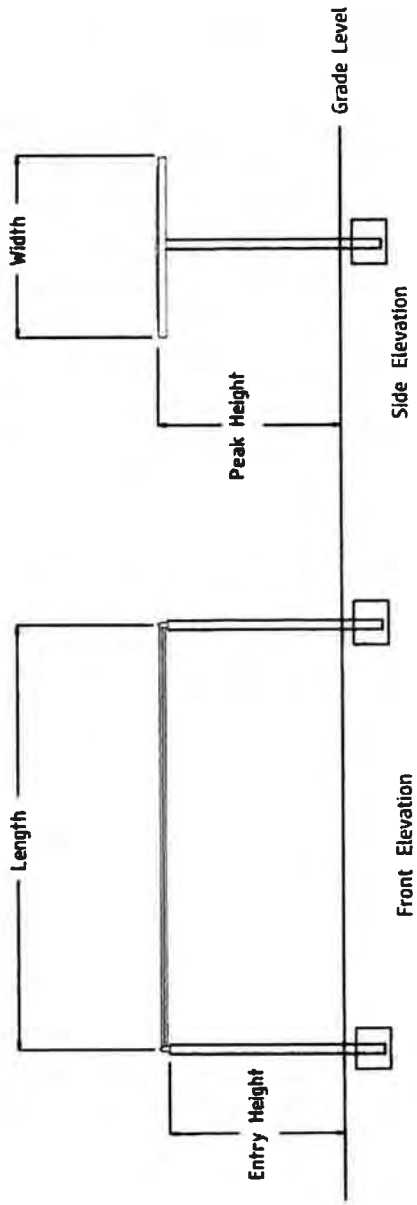
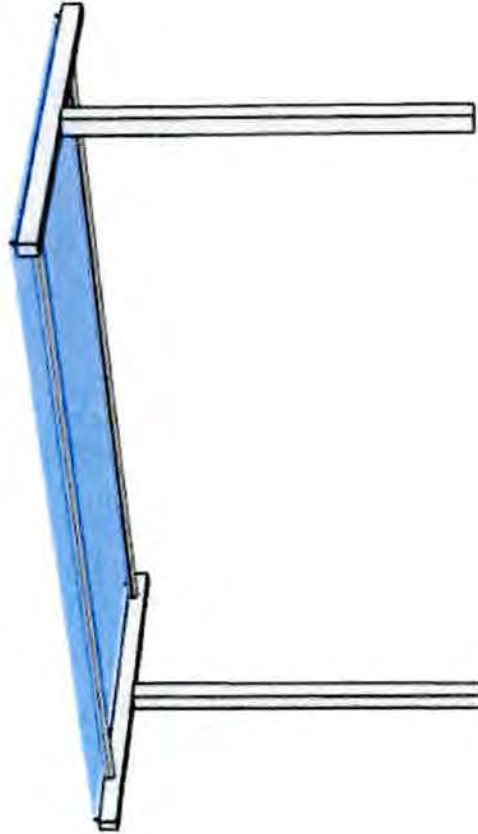
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We've Got You Covered!

Hip Shade Structure				Square Footing Detail			
Length	20'	Width	10'	Corner	L x W	x	D
Peak Height	10'	Elbow		Center	L x W	x	D
Column Size		Rafter Size					
Column Length		Length Length					
		Entry Height					
		Column Mount					
		Ridge Size					
		Ridge Length					

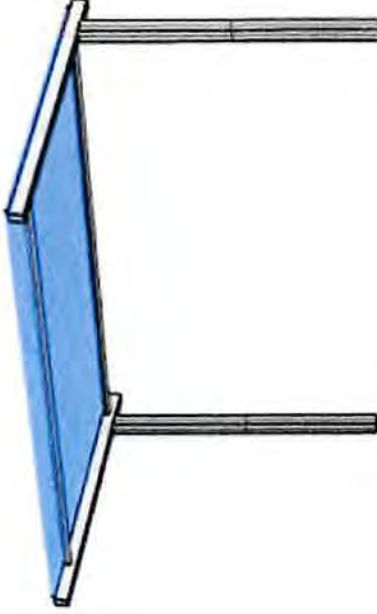
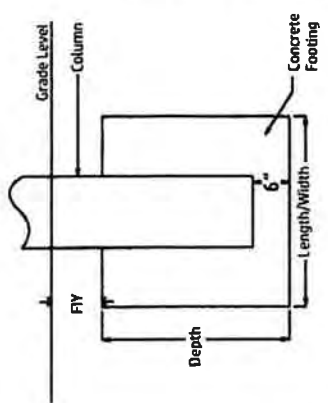
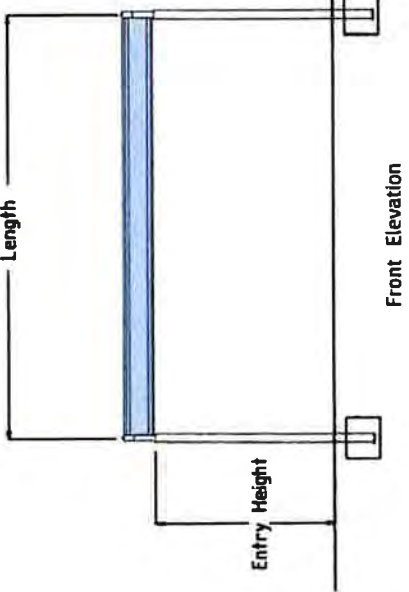
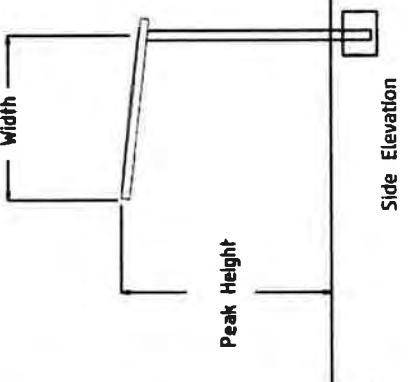



Note: Footer Sizes and Shapes may differ due to local codes and regulations.

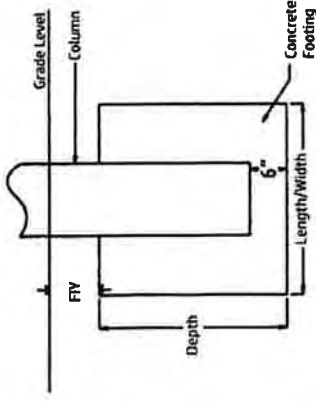
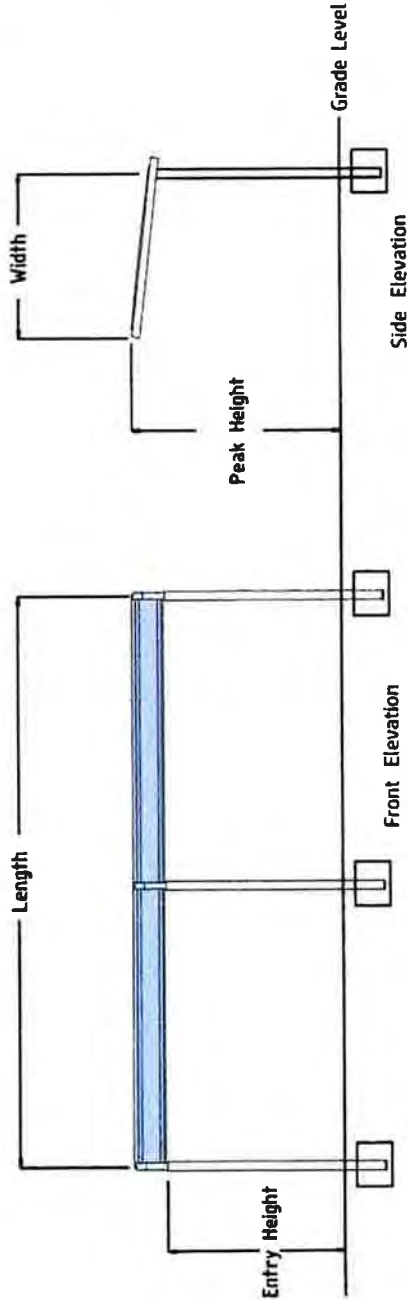
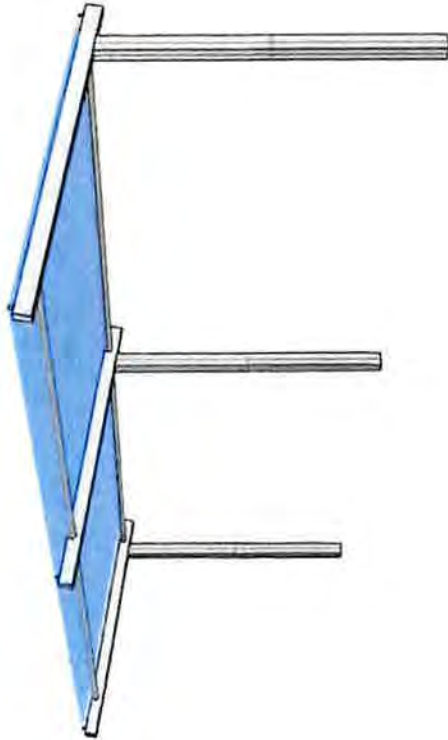
Shade Fabric blocks up to 97% of UV rays while reducing temperature by 10 to 20 degrees Fahrenheit. All structures are provided with a quick release tensioning system allowing for removal of fabric in 15 min or less. Fabric must be removed in case of snow or hurricane force winds.



Drawn By: P.D.	Quote	Shade size	Shade Style
	SOLAR TENSION NCB3-059-ITB	20' x 10' x 10'	Cantilever
Date: 11/14/23	THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.		

Hip Shade Structure				Square Footing Detail			
Length	20	Width	10	Corner	L x W x D	L x W x D	D
Peak Height		Elbow		Center	L x W x D	L x W x D	D
Column Size		Rafter Size					
Column Length		Length Length					
							
							
<p>Note: Footer Sizes and Shapes may differ due to local codes and regulations.</p> <p>Shade Fabric blocks up to 97% of UV rays while reducing temperature by 10 to 20 degrees Fahrenheit. All structures are provided with a quick release tensioning system allowing for removal of fabric in 15 min or less. Fabric must be removed in case of snow or hurricane force winds.</p>							
<p>THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.</p>				<p>THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.</p>			
Drawn By: P.D.		Quote		Shade size		Shade Style	
Date: 11/14/23		SOLAR FATION		20'x10'x10'		Cantilever	
		NCB3-059-ITB					

Hip Shade Structure				Square Footing Detail			
Length	30	Width	10	Corner	L x W	D	D
Peak Height		Elbow		Center	L x W	D	D
Column Size		Rafter Size					
Column Length		Ridge Length					



Note: Footer Sizes and Shapes may differ due to local codes and regulations.

Shade Fabric blocks up to 97% of UV rays while reducing temperature by 10 to 20 degrees Fahrenheit. All structures are provided with a quick release tensioning system allowing for removal of fabric in 15 min or less. Fabric must be removed in case of snow or hurricane force winds.

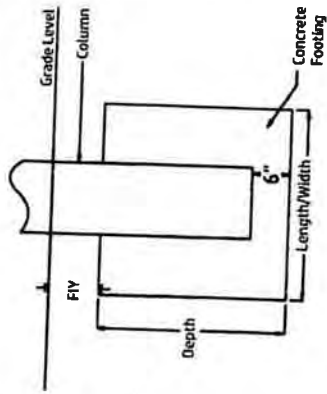
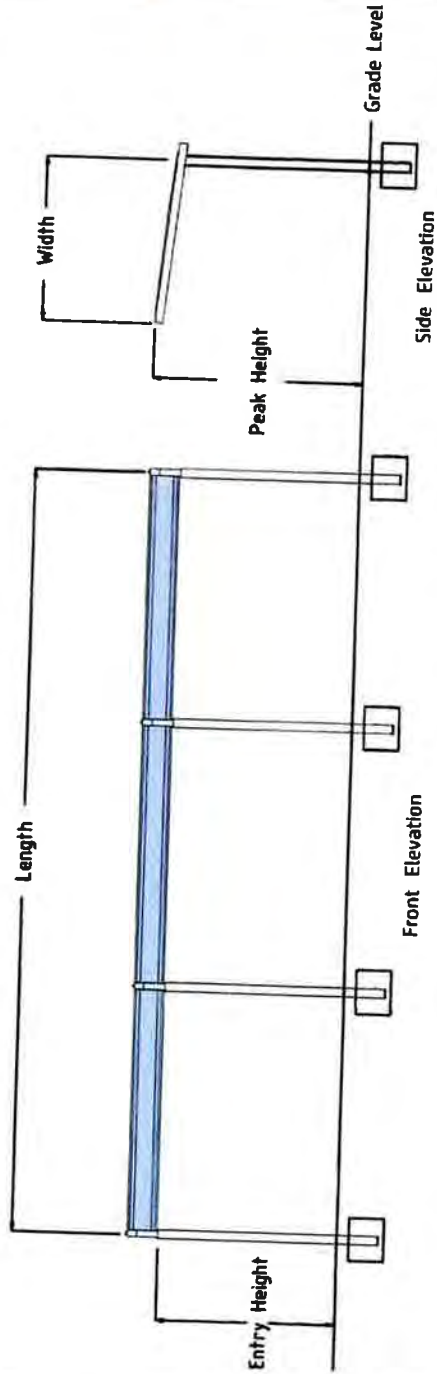
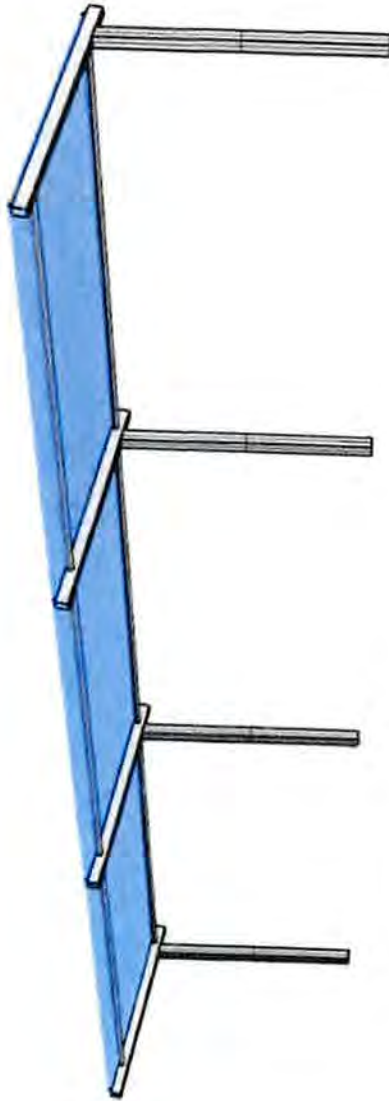


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Drawn By: P.D.	Quote	Shade size	Shade Style
Date: 11/14/23	SOLICITATION NR23-059-ITB	30 X 10 X 10	Cantilever

Hip Shade Structure				Square Footing Detail			
Length	Width	Entry Height	Corner	L x W	x	D	
Peak Height	Elbow	Column Mount	Center	L x W	x	D	
Column Size	Rafter Size	Ridge Size					
Column Length	Length Length	Ridge Length					



Note: Footer Sizes and Shapes may differ due to local codes and regulations.

Shade Fabric blocks up to 97% of UV rays while reducing temperature by 10 to 20 degrees Fahrenheit. All structures are provided with a quick release tensioning system allowing for removal of fabric in 15 min or less. Fabric must be removed in case of snow or hurricane force winds.



Industrial Shadeports

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Drawn By: P.D.	Quote	Shade size	Shade Style
Date: 11/14/03	SPECIFICATION NC23-059-ITB	44 x 10' x 10'	Cantilever