

**CONTRACT FOR EPOXY 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 SURFACING & LINING, LLC**, located at 15331-1 Yellow Bluff Road, Jacksonville, Florida 32226, hereinafter referred to as the “Vendor” on the day and year last written below (hereinafter “Effective Date”).

**WHEREAS**, the County received one bid for Epoxy Services, on or about April 18, 2024. 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 is responsive and responsible; and

**WHEREAS**, all terms and conditions of the County’s ITB, numbered NC24-008-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; and

**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 NC24-008-ITB, (“ITB”), AS  
MODIFIED BY ANY 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 Eighty-Two Thousand, Twenty-Eight Dollars and 00/100 (\$482,028.00) for the goods and/or services referenced in Exhibits “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 at: [pwinvoices@nassaucountyfl.com](mailto:pwinvoices@nassaucountyfl.com) and to [invoices@nassaucountyfl.com](mailto: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 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 to this Contract and shall terminate two hundred forty (240) days from date of execution. The County Manager is hereby authorized to execute any Contract amendment and/or modification upon approval by the County Attorney's Office. Any 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](http://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](mailto: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. Scrutinized Companies and Public Entity Crimes.**

**29.1** The Vendor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Section 287.135, Florida Statutes, regarding Scrutinized Companies, and represents to County that the Vendor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Contract subject to the provisions stated therein. Failure to comply with any of the above provisions will be considered a material breach of the Contract.

**SECTION 30. Anti-Discrimination.**



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**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: Public Works Director  
45195 Musslewhite Road  
Callahan, Florida 32011

Vendor: Industrial Surfacing & Lining, LLC  
Attn: Mack Queen, President

15331-1 Yellow Bluff Road  
Jacksonville, Florida 32226

**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.**

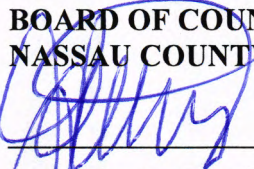
39.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's 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

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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.

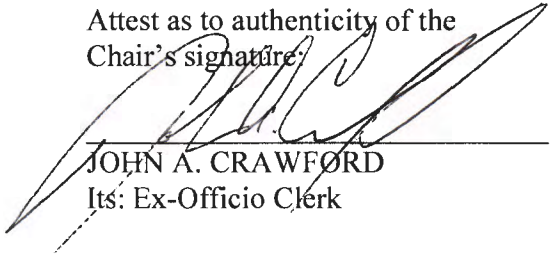
**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

  
\_\_\_\_\_

By: John F. Martin  
Its: Chairman

Date: July 8, 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, Esq., BLS  
DENISE C. MAY

**INDUSTRIAL SURFACING & LINING, LLC**

*Mack Queen*  
\_\_\_\_\_

By: Mack Queen  
Its: President

Date: 6/6/2024



**INVITATION TO BID**

**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**

<b>Solicitation Title:</b> Epoxy Services	<b>Issue Date:</b> March 1, 2024
<b>Solicitation Number:</b> NC24-008-ITB	<b>Project/Contract Duration:</b> One hundred eight (180) days after issuance of the Notice to Proceed
<b>Requesting Department:</b> Facilities Maintenance Department	<b>Procurement Contact:</b> Brittany Contardi
<b>Contact Address:</b> 96135 Nassau Place, Suite 2 Yulee, Florida 32097	<b>Contact Information:</b> procurement@nassaucountyfl.com
<b>Mandatory Pre-Bid Date/Time:</b> March 20, 2024 @ 9:00 AM ET Nassau County Jail & Detention Center 76212 Nicholas Cutinha Road Yulee, FL 32097 <i>*Please allow for at least two (2) hours to walk all locations.</i>	<b>Deadline for Questions:</b> April 5, 2024 @ 4:00 PM ET
<b>Bid Due Date and Opening Date/Time:</b> April 18, 2024 @ 10:00 AM ET	
<b>Location of Bid Opening:</b> 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.

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

**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)**

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## SECTION A. INTRODUCTION AND GENERAL INFORMATION

### A1. Summary:

The Nassau County Board of County Commissioners (BOCC) is seeking bids from qualified vendors to provide epoxy services for the following locations:

- **Nassau County Animal Services**  
86078 License Road  
Fernandina Beach, FL 32034
- **Nassau County Jail & Detention Center**  
76212 Nicholas Cutinha Road  
Yulee, FL 32097
- **Robert M. Foster Justice Center**  
76347 Veterans Way  
Yulee, FL 32097

The services shall be performed on property owned by or under the jurisdiction of Nassau County in accordance with the solicitation specifications.

The work is to be performed by a 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.

**IMPORTANT NOTE: DUE TO SOME OF THESE FACILITIES BEING HIGH SECURITY AREA, ALL PERSONNEL ASSIGNED TO THESE SERVICES WILL BE REQUIRED TO PASS A BACKGROUND CHECK PROVIDED BY NASSAU COUNTY'S SHERIFF'S DEPARTMENT PRIOR TO THE COMMENCEMENT OF WORK.**

### A2. Term of Contract:

Bidder agrees that the services will be complete within one hundred eighty (180) 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://pbsystem.planetbids.com/portal/49083/bo/bo-search)), 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](http://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. MANDATORY PRE-BID: A MANDATORY PRE-BID WILL BE HELD TO DISCUSS THE SPECIAL CONDITIONS AND SPECIFICATIONS INCLUDED WITHIN THIS SOLICITATION AS IDENTIFIED IN THE COVER PAGE OF THIS SOLICITATION. VENDORS ARE REQUESTED TO BRING THIS SOLICITATION DOCUMENT TO THE CONFERENCE, AS COPIES WILL NOT BE AVAILABLE.**

**B17.1 ALL PERSONS WILL BE ACCOMPANIED BY THE COUNTY'S SHERIFF'S DEPARTMENT STAFF AT ALL TIMES WHILE INSIDE A SECURED AREA.**

- B17.2 ALL PERSONS ARE EXPECTED TO COMPLY WITH ALL RULES, REGULATIONS AND DIRECTIONS BY THE COUNTY'S SHERIFF'S DEPARTMENT STAFF. FAILURE TO DO SO WILL RESULT IN THE FORFEITURE OF PROFESSIONAL VISITING PRIVILEGES. ONCE PROFESSIONAL VISITING PRIVILEGES HAVE BEEN FORFEITED, THEY WILL NOT BE RE-INSTATED.
- B17.3 ALL PERSONS ARE SUBJECT TO BE SEARCHED AT ANY TIME DURING THE COURSE OF THE PRE-BID. ALL PERSONS WHO REFUSE TO BE SEARCHED, WILL BE ESCORTED OUT OF THE FACILITY AND VISITING PRIVILEGES REVOKED.
- B17.4 NO PERSONAL ITEMS WILL BE ALLOWED. THIS INCLUDES CELLULAR PHONES.
- B17.5 NO PHOTOGRAPHY WILL BE ALLOWED.
- B17.6 ONE (1) MEASURING DEVICE WILL BE ALLOWED PER VENDOR. ALL OTHER EQUIPMENT WILL NOT BE ALLOWED.
- B17.7 VENDOR MUST READ, UNDERSTAND, AND ACKNOWLEDGE THE SECURED LOCATION PROCEDURES AND RESPONSIBILITIES, ATTACHED HERETO AS APPENDIX "E".
- B17.8 VENDOR MUST PROVIDE A SIGNED COPY OF THE VOLUNTEER ORIENTATION ACKNOWLEDGEMENT AND PROVIDE A COPY OF THEIR DRIVER'S LICENSE TO [BCONTARDI@NASSAUCOUNTYFL.COM](mailto:BCONTARDI@NASSAUCOUNTYFL.COM) BY MARCH 11, 2024 AT 4:00PM ET FOR EACH INDIVIDUAL WHO WISHES TO ATTEND THE PRE-BID MEETING.
- B17.3.1 ONLY INDIVIDUALS AUTHORIZED BY THE COUNTY'S SHERIFF'S DEPARTMENT WILL BE PERMITTED TO ATTEND THE PRE-BID MEETING. ALL OTHERS WILL BE TURNED AWAY.

## 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 Appendix "D". 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, Appendix "D". 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. Appendices/Attachments/Forms:** All appendices, attachments, and forms 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.

**SECTION F. SCOPE OF SERVICES AND SPECIFICATIONS**

**SCOPE OF SERVICES AND SPECIFICATIONS:** Vendor shall provide all Services described in Appendix "A" Scope of Services and Specifications.

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

**APPENDIX “A”**  
**SCOPE OF SERVICES AND SPECIFICATIONS**

The Vendor shall provide Epoxy Services, more specifically, including but not limited to:

**A. General Specifications for all locations:**

A1. Preparation:

A1.1 Vendor shall inspect all surfaces to receive installation and verify that condition is smooth and free from conditions that will adversely affect execution, permanence, or quality of work.

A1.1.1 Each location will need to be inspected individually as each location has different existing flooring and conditions.

A1.2 Vendor shall remove loose mortar splatter, joint compound, or any contamination that may compromise the bond of the product.

A1.3 Vendor shall remove all projections, all debris detrimental to the installation, dirt, oil contaminates, grease, particles, moss, algae growth, laitance, friable matter, dirt, and bituminous products and surface coatings affecting bond.

A1.4 All surfaces shall be clean, dry, and preferably pre-treated with high solids block filter.

A1.5 All surfaces shall be clean, dry, free of debris, dust, or particles.

A1.6 Vendor shall ensure no visible moisture is present on the surfaces at the time of application.

A1.7 Vendor shall repair all cracks and flaws, as applicable, in surfaces which may prevent smooth surfaces.

A1.8 Vendor shall notify the Facilities Maintenance Representative in writing prior to commencing work of any conditions deemed unsatisfactory for the installation. Otherwise, conditions will be understood as acceptance of the substrate as satisfactory.

A2. Application:

A2.1 Vendor shall not install over concrete until the concrete has been cured and is sufficiently dry to achieve permanent bond with flooring as determined by material manufacturer's recommended bond and moisture tests.

- A2.2 Vendor shall apply each component in compliance with manufacturer's installation instructions including mixing and application methods, recoat windows, cure times, and environmental restrictions. The system is to be applied directly over all non-expansion joints and cracks that have been treated as previously described.
- A2.3 Immediately prior to the application of any component of the system, the surface shall be dry, and any remaining dust or loose particles shall be removed using a vacuum or by clean, dry, oil-free compressed air.
- A2.4 The handling, mixing, and addition of components shall be performed in a safe manner to achieve the desired results in accordance with the manufacturer's recommendations.
- A2.5 A neat finish with well-defined boundaries and straight edges shall be provided by the Vendor.
- A2.6 Vendor shall allow the material to fully cure in accordance with manufacturer's installation instructions, a minimum of which shall be seventy-two (72) hours.
- A2.7 *“Or equal”*: If Bidder chooses to provide an equal to a brand referenced herein, then the Bidder must provide the manufacturer’s product documentation reflecting the characteristics and level of quality that will satisfy the County’s need.

A3. Protection:

- A3.1 Vendor shall protect flooring from damage and wear during the performance of work. Vendor shall use protective methods and materials, including temporary coverings, recommended by manufacturer.
- A3.2 **VENDOR SHALL SUPPLY THE COUNTY WITH A MINIMUM OF A FIVE (5) YEAR WARRANTY ON MATERIAL AND WORKMANSHIP.**

**B. Nassau County Animal Services - Dog Kennel Floors:** The total floor square footage is approximately 5,500 square feet which includes forty (40) dog kennels at approximately 40 square feet each. Please refer to Appendix “F” for photos.

B1. Moisture Testing:

- B1.1 Perform anhydrous calcium chloride test ASTM F 1869-98.
- B1.2 Perform three tests for the first one thousand (1,000) square feet and then one test per one thousand (1,000) square feet after that.

B2. Mechanical Surface Preparation for Existing Tile:

- B2.1 Vendor shall shot blast all surfaces to receive flooring system with a mobile steel shot, dust recycling machine (Blastrac or equal). All surfaces and embedded

accumulations of paint, toppings hardened concrete layers, laitance, power trowel finishes, and other similar surface characteristics shall be completely removed leaving a bare concrete surface having a minimum profile of CSP 4-5 classification as described by the International Concrete Repair Institute, Inc. ("ICRI").

- B2.2 Floor areas inaccessible to the mobile blast machines shall be mechanically abraded to the same degree of cleanliness, soundness, and profile using diamond grinders, needle guns, bush hammers, or other suitable equipment.
- B2.3 Remove and repair any loose tiles with ProKrete CM or HD or equal.
- B2.4 Where the perimeter of the substrate to be coated is not adjacent to a wall or curb, a minimum one-fourth (1/4) inch key cut shall be made to properly seat the system, providing a smooth transition between areas. The detail cut shall also apply to drain perimeters and expansion joint edges.
- B2.5 Cracks and joints (non-moving) greater than one-eighth (1/8) inch wide are to be chiseled or chipped-out and repaired per manufacturer's recommendations.
- B3. At spalled or worn areas, Vendor shall mechanically remove loose or delaminated concrete to a sound concrete and patch per manufacturer's recommendations.
- B4. Application: The system shall be applied in five (5) distinct steps as listed below:
  - B4.1 Substrate preparation, including the removal of any loose tiles;
  - B4.2 Scratch coat of Urethane Cement or equal to remove all grout lines;
  - B4.3 Topping/overlay application with colored quartz aggregate broadcast;
  - B4.4 Second broadcast;
  - B4.5 Grout-coat application; and
  - B4.6 Topcoat application.
- B5. The system shall follow the contour of the substrate unless pitching or other leveling work is required in accordance with the manufacturer's specifications.
- B6. Scratch Coat:
  - B6.1 The scratch coat shall be applied in one (1) application to remove grout lines in the existing tile.

- B6.2 The topping shall be comprised of three (3) components (resin, hardener, and filler) in accordance with the manufacturer's specifications.
- B6.3 The hardener shall be added to the resin and thoroughly dispersed in accordance with the manufacturer's specifications. Self-leveling aggregate shall then be added to the catalyzed mixture and mixed in a manner to achieve a homogenous blend.
- B6.4 The topping shall be applied over horizontal surfaces using a flat trowel or flat squeegee, or other systems approved by the manufacturer. Lightly broadcast scratch coat with 40 (forty) mesh sand to increase mechanical tooth for next application.

B7. Broadcast Coat:

- B7.1 The broadcast coat shall be applied in one (1) application at a nominal one-eighth (1/8) inch thickness.
- B7.2 The topping shall be comprised of three (3) components (resin, hardener, and filler) in accordance with the manufacturer's specifications.
- B7.3 The hardener shall be added to the resin and thoroughly dispersed in accordance with the manufacturer's specifications. Self-leveling aggregate shall then be added to the catalyzed mixture and mixed in a manner to achieve a homogenous blend.
- B7.4 The topping shall be applied over horizontal surfaces using a one-half (1/2) inch V Notch Squeegee or equal, or other systems in accordance with the manufacturer's specifications.
- B7.5 Immediately upon placing, the topping shall be degassed with a loop roller.
- B7.6 Colored quartz aggregate shall be broadcast to excess into the wet material at the rate of 0.75 pounds per square foot.

B8. Second Broadcast Coat:

- B8.1 The second broadcast coat shall be comprised of a liquid resin and a powder initiator which is mixed and installed in accordance with the manufacturer's specifications.
- B8.2 The second broadcast coat shall be squeegee applied and back rolled with a coverage rate of 50 to 60 square feet per gallon.
- B8.3 Colored quartz aggregate shall be broadcast to excess into wet material at a rate of 0.5 pound per square foot.

B9. Grout-Coat:

- B9.1 The grout-coat shall be comprised of a liquid resin and a powder initiator which is mixed and installed in accordance with the manufacturer's specifications.
- B9.2 The grout-coat shall be squeegee applied and back rolled with a coverage rate of 50 to 60 square feet per gallon.
- B9.3 The grout-coat shall be comprised of a liquid resin and a powder initiator which is mixed and installed in accordance with the manufacturer's specifications.
- B9.4 The grout-coat shall be squeegee applied and back rolled with a coverage rate of 100 to 120 square feet per gallon.

C. **Nassau County Animal Services – Indoor Dog Kennel Walls:** The total wall square footage is approximately 6,000 square feet which includes forty (40) dog kennels at approximately 40 square feet each. Please refer to Appendix “F” for photos.

- C1. The pre-cast and concrete wall should be sand blasted or prepared using vacuum assisted diamond grinding equipment.
- C2. Concrete masonry units (“CMU”) or brick walls shall be clean, dry, and preferably pre-treated with a high solids block filler.
- C3. The system shall be applied in three (3) distinct steps as listed below:
  - C3.1 Substrate preparation;
  - C3.2 Priming; and
  - C3.3 Topcoat application.
- C4. The system shall follow the contour of the substrate unless pitching or other leveling work in accordance with the manufacturer's specifications.
- C5. The primer shall be comprised of two (2) components (resin, and hardener) with a mix ratio of three (3) parts resin to one (1) part hardener in accordance with the manufacturer's specifications. A second prime coat may be required on very porous substrates.
- C6. The hardener shall be added to the resin and thoroughly mixed by suitably approved low speed drill mixer.
- C7. The primer shall be applied over the surfaces using a roller with an average coverage rate of two hundred (200) square feet per gallon.
- C8. The pigmented gloss topcoat shall be comprised of three (3) or four (4) components (resin, hardener, colorant, and if required, an option of aluminum oxide grit for additional

abrasion resistance) with a mix ratio of one (1) part resin to two (2) parts hardener in accordance with the manufacturer's specifications.

- C9. The hardener shall be added to the resin and thoroughly mixed by suitably approved low speed drill mixer.
- C10. The topcoat shall be applied over the surfaces from a roller tray using a three-eighth (3/8) inch roller with a coverage rate of 400 to 600 square feet per gallon in accordance with the manufacturer's specifications.

**D. Nassau County Jail & Detention Center - Kitchen Walls:** The total wall square footage is approximately 3,270 square feet.

- D1. Pre-cast and concrete waif should be sand blasted or prepared using vacuum assisted diamond grinding equipment.
- D2. CMU or brick walls shall be clean, dry, and preferably pre-treated with a high solids block filler.
- D3. The system shall be applied in three (3) distinct steps as listed below:
  - D7.1 Substrate preparation;
  - D7.2 Priming; and
  - D7.3 Topcoat application.
- D4. The primer shall be comprised of two (2) components (resin and hardener) with a mix ratio of three (3) parts resin to one (1) part hardener in accordance with the manufacturer's specifications. A second prime coat may be required on very porous substrates.
- D5. The hardener shall be added to the resin and thoroughly mixed by suitably approved low speed drill mixer.
- D6. The primer shall be applied over the surface using a roller with an average coverage rate of two hundred (200) square feet per gallon.
- D7. The pigmented gloss topcoat shall be comprised of three (3) or four (4) components (resin, hardener, colorant, if required and option aluminum oxide grit for additional abrasion resistance) with a mix ratio of one (1) part resin to two (2) parts hardener in accordance with the manufacturer's specifications.
- D8. The hardener shall be added to the resin and thoroughly mixed by suitably approved low speed drill mixer.

D9. The topcoat shall be applied over the surfaces from a roller tray using a three-eighth (3/8) inch roller with a coverage rate 400 to 600 square feet per gallon in accordance with the manufacturer's specifications.

E. **Nassau County Jail & Detention Center - Kitchen Floors:** The total floor square footage is approximately 5,650 square feet including dry storage and restroom areas.

E1. Moisture Testing:

E1.1 Perform anhydrous calcium chloride test ASTM F 1869-98.

E1.2 Perform three (3) tests for the first one thousand (1,000) square feet and then one (1) test per one thousand (1,000) square feet after that.

E2. Mechanical Surface Preparation for Existing Tile:

E2.1 Shot blast all surfaces to receive flooring system with a mobile steel shot, dust recycling machine (Blastrac or equal). All surfaces and embedded accumulations of paint, toppings hardened concrete layers, laitance, power trowel finishes, and other similar surface characteristics shall be completely removed leaving a bare concrete surface having a minimum profile of CSP 4-5 classification as described by the ICRI.

E2.2 Floor areas inaccessible to the mobile blast machines shall be mechanically abraded to the same degree of cleanliness, soundness and profile using diamond grinders, needle guns, bush hammers, or other suitable equipment.

E2.3 Remove and repair any loose tiles with ProKrete CM or HD or equal.

E2.4 Where the perimeter of the substrate to be coated is not adjacent to a wall or curb, a minimum one-fourth (1/4) inch key cut shall be made to properly seat the system, providing a smooth transition between areas. The detail cut shall also apply to drain perimeters and expansion joint edges.

E2.5 Cracks and joints (non-moving) greater than one-eighth (1/8) inch wide are to be chiseled or chipped-out and repaired in accordance with the manufacturer's specifications.

E3. At spalled or worn areas, mechanically remove loose or delaminated concrete to a sound concrete and patch in accordance with the manufacturer's specifications.

E4. Application: The system shall be applied in five (5) distinct steps as listed below:

E4.1 Substrate preparation, including the removal of any loose tiles;

E4.2 Scratch coat of Urethane Cement or equal to remove all grout lines;



- E4.3 Topping/overlay application with colored quartz aggregate broadcast;
  - E4.4 Second broadcast;
  - E4.5 Grout-coat application; and
  - E4.6 Topcoat application.
- E5. The system shall follow the contour of the substrate unless pitching or other leveling work in accordance with the manufacturer's specifications.
- E6. Scratch Coat:
- E6.1 The scratch coat shall be applied in one (1) application to remove grout lines in the existing tile.
  - E6.2 The topping shall be comprised of three (3) components (resin, hardener, and filler) in accordance with the manufacturer's specifications.
  - E6.3 The hardener shall be added to the resin and thoroughly dispersed in accordance with the manufacturer's specifications. Self-leveling aggregate shall then be added to the catalyzed mixture and mixed in a manner to achieve a homogenous blend.
  - E6.4 The topping shall be applied over horizontal surfaces using a flat trowel or flat squeegee, or other systems in accordance with the manufacturer's specifications. Lightly broadcast scratch coat with forty (40) mesh sand to increase mechanical tooth for next application.
- E7. Broadcast Coat:
- E7.1 The broadcast coat shall be applied in one (1) application at a nominal one-eighth (1/8) inch thickness.
  - E7.2 The topping shall be comprised of three (3) components (resin, hardener, and filler) in accordance with the manufacturer's specifications.
  - E7.3 The hardener shall be added to the resin and thoroughly dispersed in accordance with the manufacturer's specifications. Self-leveling aggregate shall then be added to the catalyzed mixture and mixed in a manner to achieve a homogenous blend.
  - E7.4 The topping shall be applied over horizontal surfaces using a one-half (1/2) inch V Notch Squeegee or equal, or other systems in accordance with the manufacturer's specifications.
  - E7.5 Immediately upon placing, the topping shall be degassed with a loop roller.

E7.6 Colored quartz aggregate shall be broadcast to excess into the wet material at the rate of 0.75 pounds per square foot.

E8. Second Broadcast:

E8.1. The second broadcast coat shall be comprised of a liquid resin and a powder initiator which is mixed and installed in accordance with the manufacturer's specifications.

E8.2 The second broadcast coat shall be squeegee applied and back rolled with a coverage rate of 50 to 60 square feet per gallon.

E8.3 Colored quartz aggregate shall be broadcast to excess into wet material at a rate of 0.5 pounds per square foot.

E8.4 The grout-coat shall be comprised of a liquid resin and a powder initiator which is mixed and installed in accordance with the manufacturer's specifications.

E8.5 The grout-coat shall be squeegee applied and back rolled with a coverage rate of 50 to 60 square feet per gallon.

E8.6 The grout-coat shall be comprised of a liquid resin and a powder initiator which is mixed and installed in accordance with the manufacturer's specifications.

E8.7 The grout-coat shall be squeegee applied and back rolled with a coverage rate of 100 to 120 square feet per gallon.

F. Nassau County Jail & Detention Center - Housing Shower Area Walls: The total wall square footage is approximately 10,262 square feet which includes: sixteen (16) shower pods at approximately 50 square feet each, three (3) shower pods at approximately 300 square feet; four (4) shower pods at approximately 16 square feet; and two (2) shower pods at approximately 225 square feet.

F1. One (1) shower pod will be completed at a time and that pod will not have any inmates present. When the first shower pod is complete, County staff will ensure no inmates are present and allow the Vendor to begin work on the second shower pod.

F2. Pre-cast and concrete wall should be sand blasted or prepared using vacuum assisted diamond grinding equipment.

F3. CMU or brick walls shall be clean, dry, and preferably pre-treated with a high solids block filler.

F4. The system shall be applied in three (3) distinct steps as listed below:

- F4.1 Substrate preparation;
- F4.2 Priming; and
- F4.3 Topcoat application.
- F5. The primer shall be comprised of two (2) components (resin, and hardener) with a mix ratio of three (3) parts resin to one (1) part hardener in accordance with the manufacturer's specifications. A second prime coat may be required on very porous substrates.
- F6. The hardener shall be added to the resin and thoroughly mixed by suitably approved low speed drill mixer.
- F7. The primer shall be applied over the surface using a roller with an average coverage rate of two hundred (200) square feet per gallon.
- F8. The pigmented gloss topcoat shall be comprised of three (3) or four (4) components (resin, hardener, colorant, if required and option aluminum oxide grit for additional abrasion resistance) with a mix ratio of one (1) part resin to two (2) part hardener in accordance with the manufacturer's specifications.
- F9. The hardener shall be added to the resin and thoroughly mixed by suitably approved low speed drill mixer.
- F10. The topcoat shall be applied over the surfaces from a roller tray using a three-eighth (3/8) inch roller with a coverage rate of 400 to 600 square feet per gallon in accordance with the manufacturer's specifications.

**G. Nassau County Jail & Detention Center - Housing Shower Area Floors:** The total floor square footage is approximately 6,000 square feet which includes: sixteen (16) shower pods at approximately 50 square feet each, three (3) shower pods at approximately 300 square feet; four (4) shower pods at approximately 16 square feet; and two (2) shower pods at approximately 225 square feet.

- G1. One (1) shower pod will be completed at a time and that pod will not have any inmates present. When the first shower pod is complete, County staff will ensure no inmates are present and allow the Vendor to begin work on the second shower pod.
- G2. Moisture Testing:
  - G2.1 Perform anhydrous calcium chloride test ASTM F 1869-98.
  - G2.2 Perform three tests for the first one thousand (1,000) square feet and then one test per one thousand (1,000) square feet after that.

- G3. Application will proceed only when the vapor/moisture emission rates from the slab is less than, and not higher, than five (5) pounds per one thousand (1,000) square feet per twenty-four (24) hours.
- G4. If the vapor drive exceeds five (5) pounds per one thousand (1,000) square feet per twenty-four (24) hours then the Facilities Maintenance Representative shall be notified and advised of additional cost for the possible installation of a vapor mitigation system in accordance with the manufacturer's specifications or other means to lower the value to the acceptable limit.
- G5. Compressed oil-free air and/or the light passing of a propane torch may be used to dry the substrate.
- G6. Mechanical surface preparation:
- G6.1 Shot blast all surfaces to receive flooring system with a mobile steel shot, dust recycling machine (Blastrac or equal). All surfaces and embedded accumulations of paint, toppings hardened concrete layers, laitance, power trowel finishes, and other similar surface characteristics shall be completely removed leaving a bare concrete surface having a minimum profile of CSP 3-4 classification as described by the ICRI.
- G6.2 Floor areas inaccessible to the mobile blast machines shall be mechanically abraded to the same degree of cleanliness, soundness and profile using diamond grinders, needle guns, bush hammers, or other suitable equipment. Terminations at drains and doorways (doorway terminations should be planned of time on exact termination, usually directly under the door) shall be key cut using a suitable diamond saw to properly seat the system, providing a smooth transition between areas. The detail cut shall also be applied to drain perimeters and expansion joint edges. Depth of cut shall be relevant to finish floor thickness. ProShield SF system or equal should be cut one-eighth (1/8) inch deep. Cracks and joints (non-moving) greater than one-eighth (1/8) inch wide are to be chiseled or chipped-out and repaired per manufacturer's recommendations.
- G6.3 At spalled or worn areas, mechanically remove loose or delaminated concrete to a sound concrete and patch in accordance with the manufacturer's specifications.
- G7. The system shall be applied in four (4) distinct steps as listed below:
- G7.1 Substrate preparation;
- G7.2 Primer application;
- G7.3 Broadcast application; and
- G7.4 Topcoat application.

- G8. The system shall follow the contour of the substrate unless pitching or other leveling work in accordance with the manufacturer's specifications.
- G9. The primer shall be comprised of two (2) components (resin and hardener with a mix ratio of three (3) parts resin to one (1) part hardener in accordance with the manufacturer's specifications.
- G9.1 In the event of elevated moisture levels, the primer shall be comprised of two (2) components (resin and hardener) with a mix ratio of two (2) parts resin to one (1) part hardener in accordance with the manufacturer's specifications.
- G10. The hardener shall be added to the resin together with colorant and thoroughly mixed by suitably approved low speed drill mixer.
- G11. The resin shall be applied over horizontal surfaces using a flat squeegee and three-eighth (3/8) inch roller using a flat squeegee with an average coverage rate of one hundred fifty (150) square feet per gallon or one hundred (100) square feet per gallon when using MB Moisture Block primer or equal in accordance with the manufacturer's specifications.
- G12. The primer shall be comprised of two (2) components (resin, and hardener) with a mix ratio of three (3) parts resin to one (1) part hardener in accordance with the manufacturer's specifications.
- G12.1 In the event of elevated moisture levels, the primer shall be comprised of two (2) components (resin and hardener) with a mix ratio of two (2) parts resin to one (1) part hardener in accordance with the manufacturer's specifications.
- G13. The hardener shall be added to the resin together with colorant and thoroughly mixed by suitably approved low speed drill mixer.
- G14. The resin shall be applied over horizontal surfaces using a flat squeegee and three-eighth (3/8) inch roller using a flat squeegee with an average coverage rate of one hundred fifty (150) square feet per gallon in accordance with the manufacturer's specifications.
- G15. Broadcast natural quartz at a rate of 0.4 to 0.5 pounds per square feet.
- G16. Vendor shall sweep and vacuum excess sand.
- G17. Grout Coat/Topcoat (Pigmented):
- G17.1 The grout coat shall be applied as a single application in accordance with the manufacturer's specifications.

G17.2 The grout coat shall be comprised of a resin (hardener, and colorant) and mixed in the ratio of one (1) part resin to one (1) part hardener and 8 to 10 ounce per gallon of ProColor or equal in accordance with the manufacturer's specifications.

G18. The resin shall be added to the hardener and thoroughly mixed by suitably approved mechanical means for sixty (60) seconds. The colorant can either be mixed on an "each mix" basis or by pre-pigmenting ahead of time. Vendor shall use a slower speed mixer (up to 650RPM) to reduce the risk of air entrapment during mixing.

G19. An even bead of material should then be poured over the open broadcast floor and evenly spread using a flat squeegee. A "non shed" three-eighth (3/8) inch with an average coverage rate of 90 to 100 square feet per gallon and cross-roll the floor in accordance with the manufacturer's specifications.

G20. The finished floor will have a nominal thickness of one-sixteenth (1/16) of an inch.

**H. Robert M. Foster Justice Center - Holding Cells:** The total square footage is approximately 2,430 square feet.

H1. Area will be shotblasted and diamond grinded to ensure clean concrete.

H2. Install four (4) inch decorative epoxy cove base with termination strip.

H3. Install ProQuartz or equal epoxy flooring system with ProSpartic or equal chemical/stain resistant finish to one-eighth (1/8) inch.

H4. Microbe-Blok or equal antimicrobial treatment will be added for bacterial and fungi protection.

**I. Business Hours and Holidays:**

I1. These services shall be conducted during the Business Hours which shall be defined as Monday through Friday between 8:00am and 5:00pm ET, unless prior arrangements are agreed upon by both parties, with the exception of:

I1.1 **WORK PERFORMED AT THE ROBERT M. FOSTER JUSTICE CENTER SHALL BE PERFORMED OUTSIDE OF THE BUSINESS HOURS DESCRIBED ABOVE.** Arrangements must be agreed upon by both parties prior to the commencement of work.

I2. 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>).

I2.1 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
- Presidents' Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day

**J. Debris Disposal:**

- J1. It is the Vendor's responsibility to remove and properly dispose of all of the debris generated by work performed under the resulting agreement. It shall be the sole responsibility of and at the expense of the Vendor in a manner, including at which disposal site, approved by the Facilities Maintenance Representative. The site must be clean upon completion.
- J2. Vendor shall be responsible to ensure frequent pick-up and disposal of all refuse, rubbish, scrap materials, and debris that result from performance so the work site remains neat and orderly.
- J3. All debris must be disposed of daily upon the completion of the day's performance of work.
- J4. Stockpiling of Vendor generated debris for later disposal will not be allowed and must not exceed the completion of the day's performance of work.

**K. 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 the resulting contract, and any other applicable laws of the State of Florida.**

- K1. 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, including a generator, and other tools normally used during the performance of work described herein.

**L. Equipment:**

- L1. 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.

- L2. Vendor shall be responsible for the security of all equipment, tools, and materials left at the work site (if applicable). No equipment, tools, or materials will be left at the work site of secured locations. For secured locations, accommodations may be available if a request for such is presented to the Facilities Maintenance Representative and approved by the Facilities Maintenance Representative and Detention Administration.

**M. Limitation of Operations:**

- M1. 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.
- M2. 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 property and/or utilities.
- M3. Vendor shall immediately provide written notification to the County of damages when they occur.
- M4. 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.

**N. Specifications:**

- N1. 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 Facilities Maintenance Representative.
- N2. All precautions must be taken to ensure no damage to surrounding area will occur.
- N3. NO CHEMICALS may be used without prior written approval from the County. Safety Data Sheets shall be provided by the vendor within twenty-four (24) hours of identified need and wait for approval from the Facilities Maintenance Representative, before making any unauthorized chemicals.
- N4. Work shall be scheduled with minimal disruption to the surrounding area, as determined by the County.
- N5. All debris removed from these processes shall be removed in accordance with the *Debris Disposal* section above or as directed by the Facilities Maintenance Representative.

**O. County's Responsibilities:**

- O1. County will provide contact person(s) name, phone number, and email address for the Vendor to report all problems noted.



- O2. County will provide the Vendor with an executed work authorization or purchase order of work requested to be performed under this agreement.
- O3. All work shall be done subject to the supervision and direction of the Facilities Maintenance Representative who shall have access to all of the work.
- O4. Facilities Maintenance Representative will have the authority to suspend the work either wholly, or in part, due to failure to carry out provisions of the resulting 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.
- O5. Facilities Maintenance 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.
- O6. County shall be responsible for removing all property from each location prior to the commencement of work.

**P. Vendor's Responsibilities:**

- P1. Vendor shall provide trained staff of competent personnel for the performance of the services described.
- P2. Vendor shall always provide supervision of all work crews while performing work under the resulting contract.
- P3. 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 Facilities Maintenance Representative as soon as possible.
- P4. 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.
- P5. 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.
- P6. Vendor shall provide a contact phone number and email for invoicing issues. Calls shall be returned within twenty-four (24) hours, following the Business Hours and Holidays section above, unless prior arrangements are agreed upon by both parties.

- P7. Vendor shall notify the Facilities Maintenance Representative when the work is completed enabling the County to inspect the work for acceptance within twenty-four (24) hours of completion.
- P8. Vendor shall thoroughly document work assignments upon arrival and upon assignment completion through photographs. Subsequent documentation shall be provided to the Facilities Maintenance Representative within twenty-four (24) hours of assignment completion.
- P9. 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 Facilities Maintenance Representative as the situation may reasonably warrant. Vendor shall notify the Facilities Maintenance 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.
- P10. Vendor must abide by all applicable local, state, or federal laws and regulations.
- P11. Vendor shall obtain all necessary permits and pay any associated fees at their own expense.
- P12. **VENDOR MUST BE ABLE TO PERFORM WORK INSIDE A SECURED AREA.**
- P12.1 ALL PERSONS WILL BE ACCOMPANIED BY THE COUNTY'S SHERIFF'S DEPARTMENT STAFF AT ALL TIMES WHILE INSIDE A SECURED AREA.
- P12.2 ALL PERSONS ARE EXPECTED TO COMPLY WITH ALL RULES, REGULATIONS AND DIRECTIONS BY THE COUNTY'S SHERIFF'S DEPARTMENT STAFF. FAILURE TO DO SO WILL RESULT IN THE FORFEITURE OF PROFESSIONAL VISITING PRIVILEGES. ONCE PROFESSIONAL VISITING PRIVILEGES HAVE BEEN FORFEITED, THEY WILL NOT BE RE-INSTATED.
- P12.3 ALL PERSONS ARE SUBJECT TO BE SEARCHED AT ANY TIME DURING THE COURSE OF THE PERFORMANCE OF WORK. ALL PERSONS WHO REFUSE TO BE SEARCHED, WILL BE ESCORTED OUT OF THE FACILITY AND VISITING PRIVILEGES REVOKED.
- P12.4 NO PERSONAL ITEMS WILL BE ALLOWED. THIS INCLUDES CELLULAR PHONES.
- P12.5 NO PHOTOGRAPHY WILL BE ALLOWED.
- P13. **A LIST OF PERSONNEL ASSIGNED TO THESE SERVICES MUST BE PROVIDED TO THE COUNTY AND MUST BE UPDATED AS NEEDED THROUGHOUT THE COURSE OF THE RESULTING CONTRACT.**

- P13.1 **VENDOR MUST SCHEDULE THE PERFORMANCE OF WORK AT LEAST TWO (2) WEEKS IN ADVANCE WITH THE FACILITIES MAINTENANCE REPRESENTATIVE.**
- P13.1.1 VENDOR WILL BE RESPONSIBLE FOR ADHERING TO THE AGREED UPON SCHEDULE. EXCEPTIONS TO THE SCHEDULE WILL NOT BE ALLOWED, WITHOUT ADVANCED WRITTEN APPROVAL BY THE FACILITIES MAINTENANCE REPRESENTATIVE.
- P13.2 **PERSONNEL ASSIGNED TO THESE SERVICES WILL BE REQUIRED TO PASS A BACKGROUND CHECK PROVIDED BY NASSAU COUNTY'S SHERIFF'S DEPARTMENT PRIOR TO THE COMMENCEMENT OF WORK.**
- P13.3 ONLY INDIVIDUALS AUTHORIZED BY THE COUNTY'S SHERIFF'S DEPARTMENT WILL BE PERMITTED TO PERFORM THE WORK. ALL OTHERS WILL BE TURNED AWAY.
- P13.4 Background checks shall be provided at no cost to the Vendor.
- P14. **VENDOR MUST ENSURE ALL TOOLS AND EQUIPMENT ARE SECURED AND ACCOUNTED FOR AT ALL TIMES.**
- P15. **VENDOR MUST READ, UNDERSTAND, AND ACKNOWLEDGE THE SECURED LOCATION PROCEDURES AND RESPONSIBILITIES, ATTACHED HERETO AS APPENDIX "E". VENDOR MUST PROVIDE A SIGNED COPY OF THE VOLUNTEER ORIENTATION ACKNOWLEDGEMENT INCLUDED IN APPENDIX "E" AT LEAST TWO (2) WEEKS PRIOR TO THE PERFORMANCE OF WORK TO THE FACILITIES MAINTENANCE REPRESENTATIVE.**
- P15.1 Disclaimer: The County recognizes the Vendor is not a volunteer. The Detention Orientation for Staff Volunteers and accompanying Volunteer Orientation Acknowledgement, attached hereto as Appendix "E", is not used solely for volunteers and shall be applicable to these services.

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**APPENDIX “B”  
PRICE SHEET**

Vendor shall provide Epoxy Services in accordance with Appendix “A”, Scope of Services at the price(s) below.

EPOXY FLOORING AND WALLS				
Item No.	Location	Description	Approx. Square Footage	Price
1	<b>Nassau County Animal Services</b> 86078 License Road Fernandina Beach, FL 32034	Dog Kennel Floors	5,500	\$
2	<b>Nassau County Animal Services</b> 86078 License Road Fernandina Beach, FL 32034	Indoor Dog Kennel Walls	6,000	\$
3	<b>Nassau County Jail &amp; Detention Center</b> 76212 Nicholas Cutinha Road Yulee, FL 32097	Kitchen Walls	3,270	\$
4	<b>Nassau County Jail &amp; Detention Center</b> 76212 Nicholas Cutinha Road Yulee, FL 32097	Kitchen Floors <i>(including dry storage and restroom areas)</i>	5,650	\$
5	<b>Nassau County Jail &amp; Detention Center</b> 76212 Nicholas Cutinha Road Yulee, FL 32097	Housing Shower Area Walls	10,262	\$
6	<b>Nassau County Jail &amp; Detention Center</b> 76212 Nicholas Cutinha Road Yulee, FL 32097	Housing Shower Area Floors	6,000	\$
7	<b>Robert M. Foster Justice Center</b> 76347 Veterans Way Yulee, FL 32097	Holding Cells	2,430	\$
<b>TOTAL:</b>				<b>\$</b>

**Pricing for epoxy services, shall include all labor, materials and equipment as described in this solicitation.**

**All or None Award: This bid requires Bidders to bid on all line items listed in this attachment. Bidders will be deemed unresponsive if they do not bid on all line items listed in this attachment. Optional Services shall not be included in the award.**

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: \_\_\_\_\_

**INSURANCE REQUIREMENTS****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
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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

### **ENVIRONMENTAL LIABILITY INSURANCE**

This additional coverage will be required by any Contractor performing environmental and/or other investigations involving excavation, drilling, or other site disturbance activities.

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

The Limits of insurance shall not be less than the following limits: \$1,000,000 Each Loss/Aggregate

Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

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, Umbrella Liability & Environmental 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.



**APPENDIX “D”  
DRAFT CONTRACT**

**CONTRACT FOR [TYPE OF SERVICES] 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 **[Vendor’s Name]**, located at **[Vendor’s Address]**, hereinafter referred to as the “Vendor”.

**WHEREAS**, the County received bids for **[Type of Services]**, on or about **[Date of ITB Opening]**. 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-XXX-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; and

**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 **NC23-0XX-ITB**, ("ITB"), AS 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 **[Amount Written Out]** (\$ **\_\_\_\_\_**) 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 **[Title of Director]** or designee and to [invoices@nassaucountyfl.com](mailto: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 **[Title of 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 to this Contract and shall **terminate three (3) years from date of execution**. The term of this Contract may be extended in one (1) year increments for **an additional two (2) years** with no changes in terms or conditions, upon mutual written agreement between the Consultant 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 “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](http://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](mailto: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: [Title of Director]

[Department's Address Line 1]

[Department's Address Line 2]

Vendor: [Vendor's Name]

Attn: [Vendor's Contact Person's Name and Title]

[Vendor's Address Line 1]

[Vendor's Address Line 2]

**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

**[VENDOR'S NAME]**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**SECURED LOCATION PROCEDURES AND RESPONSIBILITIES****NASSAU COUNTY SHERIFF'S OFFICE DETENTION CENTER****DETENTION ORIENTATION FOR STAFF VOLUNTEERS****1. Security Procedures**

- a) The Nassau County Sheriff's Office (NCSO) detention facility maintains secured and controlled perimeters at all times in order to prevent inmate escapes, unauthorized individuals from entering the facility and to limit the introduction of contraband.
- b) The Sheriff's Office is legally responsible for the maintenance of peace, order and safety in the detention facility. Interference with deputies in performing their duties is unacceptable. Obey promptly any order given by a detention deputy. If volunteers/sponsors encounter a problem with a deputy's direction, contact the Major of Corrections at your next opportunity.
- c) All volunteers must submit to a background investigation. Anyone incarcerated and convicted as a felon in the NCSO Detention Facility during the preceding six (6) months will not be allowed in the facility unless approved by the Sheriff or his designee.
- d) All visitors must present a valid photograph identification card that shows date of birth (i.e., driver's license, state issued I.D. card or passport, etc.) and register in the facility lobby prior to entering the secured area of the detention facility. If appropriate identification is not provided, access to the detention facility will be denied.
- e) Security badges/passes will be issued and must be worn and clearly visible at all time while in the detention facility. You must sign out and turn in the badge/pass upon leaving the facility.
- f) Interfaith Jail Ministries
  1. Be at the detention facility 20 minutes before the service is scheduled to start. **START AND END ON TIME! FOR NO REASON ARE YOU ALLOWED TO GO BEYOND THE ALLOTTED TIME.**
  2. Be led by an approved leader. If the approved leader is unable to be at the service, contact the Chaplain in time, by Wednesday, for the Chaplain to make other arrangements. Do not just send others in your place.
  3. It is prohibited to use pastoral visitation privileges to visit family members.
- g) Do not carry anything into the jail except approved items you will need. Leave keys, pocket knives, cigarettes and lighters, cameras, purses, jackets, caps, umbrellas, cell phones, etc. in your vehicle.

- h) If applicable, the housing unit deputy will have participation rosters. Ensure that all participating inmates complete the roster with printed name, cell number and initials.
- i) Inmates are issued arm bands. The arm bands are to ensure proper identification for headcounts, commissary, program attendance, court attendance, medical purposes, etc. The arm band must be worn at all times.
- j) If you see something suspicious or some activity that violates jail rules, do not interfere or place yourself in jeopardy. Report the incident to a detention deputy when it is safely possible.
- k) As a general rule, if an inmate asks for something, it is probably because he/she is not allowed to have it. Do NOT give inmates any material gifts, i.e., pens, letters, notes, stamps, envelopes, paper, cash, camera, etc.
- l) When departing the facility, do not carry anything out of the jail except what you brought in and do not leave anything behind. Leave attendance rosters, if applicable, with a deputy.
- m) Do not believe everything an inmate tells you. Many of them are in jail for conning people. They may expertly play on your sympathy or guilt to get what they want. Be aware so that you will not be victimized.

## 2. Hostage Plan

- a) The policy of the NCSO is to refuse to release any inmate who is holding or whose accomplices are holding hostages (staff members or other persons) for that purpose.
- b) Total facility lockdown will be initiated and visitors or non-essential personnel will be removed from affected area.
- c) If taken as hostage within the facility:
  - 1) Be patient. Accept the situation and be prepared to wait.
  - 2) Be quiet and speak only when spoken to and then only when necessary.
  - 3) Try to rest.
  - 4) Do not make suggestions to the captor.
  - 5) Do not attempt to escape unless absolutely certain of success. Even then, reconsider the situation.
  - 6) Be observant (upon release or escape, any information may be of great assistance.)
  - 7) Treat the captor with respect. Do not beg. The more time spent with the captor, the less likely harm will occur.
  - 8) Do not be argumentative.

## 3. Key Control

- a) All keys will be strictly controlled.
- b) Keys will not be issued to any person other than members of the Sheriff's Office.
- c) Keys are not to be left lying around or hanging in doors unattended.

- d) Under no circumstances are keys placed in the possession of inmates.

#### **4. Interpersonal Relationships**

- a) You are required to maintain a professional demeanor during all encounters with inmates and detention staff while in the facilities.
- b) Do not lower yourself to the inmate's level when speaking to them, regardless of inmate comments made to you.
- c) Do not use any profanity or abusive language towards inmates.
- d) Financial dealings with inmates, including bartering, buying, selling and trading is prohibited.
- e) Introduce program participating inmates to the support and treatment that your program offers. Encourage inmates to continue program attendance upon release from custody. Do NOT give out your personal address or phone number to any inmate.

#### **5. Report Writing**

- a) An incident report is the Detention Facility's primary method for documenting unusual incidents.
- b) Incident Reports tell the "who," "what," "where," "when," "why," and "how" of an incident and are to be written anytime there is a use of force, unusual incident or major rule violation.
- c) The narrative of the report is to be written in chronological format and prepared by a detention deputy addressing all persons involved in an incident.
- d) Prior to writing a report, a detention supervisor will be informed of the events of the incident.
- e) The report is to be completed as soon as practical following the incident and submitted to the supervisor for review and approval.

#### **6. Inmate Rules and Regulations**

- a) Inmates who are confined for alleged violations of law while awaiting trial or who are serving court ordered sentences are provided rules and regulations of personal conduct through:
  - 1) The Inmate Handbook
  - 2) Memorandums (notices to inmates)
- b) Rules and Regulations are intended to provide safety and comfort to the inmates while confined, as well as parameters of inmate conduct for sworn and civilian staff charged with managing inmate welfare.
- c) Inmates are obligated to obey all laws, as well as rules and regulations of the detention facility, just as they would in free society.
- d) In the event an inmate violates the rules of the detention facility, internal charges may be filed to prosecute these charges. A formal hearing must be conducted for those inmates charged with violations of inmate rules and regulations.

- e) Both sworn and civilian staff members may bring charges for a violation of inmate rules. Violations of state law may be prosecuted in state court and/or handled via internal administrative means.
- f) Staff are not authorized to provide legal advice nor assistance. Inmates must consult with their attorney(s) for all legal assistance and advice.
- g) Inmates and inmate housing areas are subject to search at any time for reasons of security and sanitation. Any item or article which is not issued by the facility, purchased from commissary or is not on the authorized in-cell list, including money or authorized items in excessive quantities will be considered contraband and confiscated. Weapons, drugs and other serious contraband found in the possession of an inmate will subject the inmate to criminal prosecution and/or disciplinary proceedings.
- h) Smoking is prohibited. All tobacco products, matches and cigarette lighters are considered contraband and will be confiscated and destroyed. Inmates found in possession of smoking materials or tobacco products are subject to disciplinary action. Introduction of contraband articles into a county detention facility is a third degree felony.
- i) Booklets, pamphlets and papers must be reviewed and approved by the Major of Corrections prior to presentation to the inmates. Do not bring or give letters, notes or packages to inmates.

## **7. Fire Plan**

- a) The facility fire protection plan will provide a system of fire prevention and control through the use of efficient fire protection services and equipment, implementation of effective fire drills, utilization of appropriate fire safety codes and regular monitoring to ensure the safety of employees, inmates and visitors.
- b) Pull-down alarms and fire extinguishers are located throughout the detention facility.

## **8. Evacuation Plan**

- a) The NCSO has a plan of action to evacuate staff, inmates and visitors from jail facilities during an emergency such as fire, bomb threat, inmate disturbance, natural disaster or similar situation.
- b) The purpose of an evacuation is to get civilians/visitors, inmates and employees to a safe area quickly and safely while maintaining security.
- c) Once the decision to evacuate has been made, a supervisor will direct civilians/visitors to evacuate first.
- d) Evacuation signs are posted in all public places of the facility.



## 9. Escape Plan

- a) Any staff who directly observes an escape, escape attempt or possible escape attempt and any unauthorized absence from work detail, living area or other location will immediately notify the shift supervisor. Visitors will be removed from the affected area after they have been positively identified and questioned.
- b) When leaving the detention facility, know your company. A stranger might be an inmate.

## 10. Social and Cultural Lifestyles of the Inmates

- a) The degree of social and cultural effectiveness achieved by our agency is not dependant on any one factor. Attitudes, policies and practices are but three major areas wherein development can and must occur if NCSO is to continue its movement towards social and cultural effectiveness.
- b) The social and cultural lifestyles that are independent in free society can come together in confinement to form a specific culture of “inmate versus the guard” mentality. This mentality encompasses the entire criminal justice and detention system from hostility to passivity. The emotions of hostility or passivity can be determined by an inmate’s feelings that his/her confinement is unfair or justified.
- c) Inmate culture and mentality can be recognized by some of the following examples:
  - 1) Ingenuity – to overcome or outwit the officer becomes a game.
  - 2) Obtaining that which is prohibited is incentive for competition between inmates to outwit officers or overcome disciplinary rules.
  - 3) Use of hooks and triggers to engage in frivolous conversation with staff as a way to cause disruptions.
  - 4) Asking questions, especially when the answer is already known or when seeking a more favorable response.
  - 5) Conversation – gaining such with staff is a game of getting attention when others cannot.
  - 6) Intimidation – to force another inmate or staff member to do something he/she would not normally do; especially to force staff to deviate from policy or law out of fear.
- d) Avoid presenting yourself as the system. Many people of diverse cultures distrust government and criminal justice officials. Though you may represent the system, you should not draw attention to it. A more effective approach would be to present yourself as a concerned professional.
- e) Do not believe everything an inmate tells you. Many of them are in jail for conning people. They may expertly play on your sympathy or guilt to get what they want. Be aware so you will not be victimized.

## 11. Rights and Responsibilities of Inmates

- a) Inmates incarcerated for violation of law or having been convicted of a criminal or civil violation of law retain many of their constitutional rights as any other citizens.
- b) No inmate confined in the detention facility may lose inalienable rights unless they are withdrawn from them by due process of law by a court of competent jurisdiction. However, certain inalienable rights may not be exercised by conditions of confinement.
- c) When confined in a detention facility, obedience is demanded.

## 12. Sexual Assault/Abuse Awareness, Prevention, Response and Reporting Procedures

- a) Sexual assault/abuse or sexual misconduct between employees, contracted services personnel or volunteers and inmates is prohibited.
- b) There is no consensual sex. All incidents of sexual assault/abuse or sexual misconduct will be reported promptly and investigated thoroughly.
- c) Likely victims of sexual assault are:
  - 1) First time offenders
  - 2) Young
  - 3) Small in size
  - 4) Physically weak
  - 5) White
  - 6) Feminine features
  - 7) Unaggressive, not street-smart
  - 8) Homosexuals
  - 9) Effeminate-acting males
  - 10) Mentally handicapped or mentally ill
  - 11) Pedophiles
  - 12) Elderly
- d) Likely predators are:
  - 1) Slightly older than victim but usually under 35
  - 2) Prior history of sexual assault
  - 3) Larger or stronger than victims
  - 4) Assertive, aggressive
  - 5) Street smart
  - 6) Convicted of more violent crimes than their victims
- e) Sexual assaults may occur anywhere.
- f) If you suspect an inmate has been sexually assaulted, assure the inmate that security staff can protect him/her and refer matter to a detention deputy or supervisor.
- g) Any civilian staff, volunteer or contracted services personnel receiving information or observing a sexual assault/abuse, whether verbally or in writing, will immediately notify a detention deputy and the supervisor.

### **13. Sexual Abuse/Assault Confidentiality Requirements**

Information concerning the identity of the inmate victim reporting the sexual assault/abuse and the facts of the report itself shall be limited to those who have a need to know in order to make decisions concerning the inmate victim's welfare and for law enforcement investigative purposes.

### **14. Airborne/Blood Borne Pathogens and Biohazards**

- a) Biohazard – A biological material that, if infective, poses a threat to human beings or their environment.
- b) Blood Borne Pathogens – Microorganism present in human blood that can cause disease in human beings.
- c) Airborne Pathogens – Microorganism present in the atmosphere that can cause disease or death in human beings.
- d) Contaminated – The actual or anticipated presence of blood, air or other potentially infectious materials on an item or surface.
- e) Use universal precautions – Treat all human blood and body fluids as if known to be infectious with HIV, HBV and other blood borne pathogens.
- f) Report any incident of exposure to potentially infectious materials to a detention deputy.
- g) Use soap and water to wash hands and any exposed skin as soon as possible after contact with blood/air or potentially infectious material.



# *Nassau County Sheriff's Office*

**Sheriff Bill Leeper**

## **VOLUNTEER ORIENTATION ACKNOWLEDGEMENT**

### **Nassau County Jail and Detention Facility**

I acknowledge that I have been provided basic orientation training to the detention Facility and operating policies and procedures. I agree to comply with established rules and regulations of the detention facility and any violations of the aforementioned will cause for termination of my volunteer status.

\_\_\_\_\_  
**PRINT FULL LEGAL NAME**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SSN#**

\_\_\_\_\_  
**ORGANIZATION**

\_\_\_\_\_  
**DL# (ATTACH COPY)**

\_\_\_\_\_  
**(AREA CODE) PHONE NUMBER**

APPENDIX "F"

PICTURES OF NASSAU COUNTY ANIMAL SERVICES - DOG KENNELS

NC24-008-ITB





WALL

EXIT

PLEASE  
DO NOT  
STICK HANDS  
IN  
KEYHOLE

33

32







**FORM A**  
**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 B 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 C 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 D**  
**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 D - 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 D - 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: Brittany Contardi, Senior Procurement Specialist  
SUBJECT: **Addendum No. 1**  
Epoxy Services  
Solicitation Number: NC24-008-ITB  
DATE: April 2, 2024

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

**Revision to Scope of Services and Specifications:**

The Scope of Services and Specifications included in the original solicitation document is hereby revised and replaced with the attached Revised Scope of Services and Specifications – Addendum No. 1, attached hereto as Appendix “A”.

**Revision to Price Sheet:**

The Price Sheet included in the original solicitation document is hereby revised and replaced with the attached Revised Price Sheet – Addendum No. 1, attached hereto as Appendix “B”.

**Pre-Bid Meeting Questions and Answers:**

Nassau County Jail & Detention Center

1. Do you know the conditions of the walls behind the vinyl in the kitchen area? Were the walls painted before?

*Answer: The walls were painted before. The vinyl material was added because the paint would not stay on the walls due to the humidity.*

2. To confirm, you would like the walls coated from floor to ceiling in the kitchen area.

*Answer: Yes.*

3. I did not measure the walls in the kitchen area. How tall is the ceiling?

*Answer: The ceilings are estimated to be nine (9) feet.*

4. Speaking of moisture. Are you sure the moisture was not coming in from roof leaks or anything like that? Usually the kitchens have so much penetration.

*Answer: No, not that the County is aware of. Chillers have been installed to help reduce excess moisture in the air.*

5. Are you comfortable that we can evacuate the odors resulting from the epoxy system used?

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*Answer: Yes. In the kitchen we can turn on the hood fans to keep it to a minimum and in the pods we can turn on the smoke evacuation (Evac) fans which will evacuate the pods.*

6. Are there any returns that can pull the odors into the areas?

*Answer: There are returns in the kitchen area and each pod. The kitchen area and each pod are on their own separate system, and it does not feed into anywhere else.*

7. For the shower pods, is the removal of handrails and such required?

*Answer: No. As specified in Section O of the Scope of Services and Specifications, the County shall be responsible for removing all property from each location prior to the commencement of work. This includes the handrails, ADA seats, etc.*

*The only item that will remain is the control panel, which controls the showers. The Vendor will be responsible for meeting up to the edge of the control panel.*

8. Is there any place you think will need a sealant for a crack or anything due to the fixtures being mounted to the wall to ensure water cannot get behind it?

*Answer: The County does not believe a sealant will be necessary as the surfaces should be flush. If the Vendor notices any surfaces that are not flush, Vendor shall be responsible for adding the appropriate sealant as needed.*

9. Are we able to have a dumpster at this location?

*Answer: Yes. Arrangements will need to be made with the Facilities Maintenance Representative and coordinated with the Detention Administration.*

10. Who do you use for disposable? Do you have approved disposable vendors?

*Answer: As specified in Section J of the Scope of Services and Specifications, it shall be the sole responsibility of and at the expense of the Vendor in a manner, including at which disposal site, approved by the Facilities Maintenance Representative.*

11. If there are any unforeseen cracks or damage, would it be an option to provide you with rates for that?

*Answer: Please refer to Section A4 and A5 of the Revised Scope of Services and Specifications – Addendum No. 1, attached hereto as Appendix “A” and Item No. 8 on the Revised Price Sheet – Addendum No. 1, attached hereto as Appendix “B”.*

12. How many phases do you estimate the pods taking?

*Answer: As specified in Section F1 and G1 of the Scope of Services and Specifications, one (1) shower pod will be completed at a time. When the first shower pod is complete the Vendor may begin work on the second shower pod.*

*It is unknown at this time how many phases there will be for this location as there are multiple variables to consider (i.e. curing time, crew size, jail population, jail staffing, etc.) when scheduling. As specified in Section I of the Scope of Services and Specifications, arrangements must be agreed upon by both parties prior to the commencement of work.*

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Robert M. Foster Justice Center

13. Is the removal of the benches required?

*Answer: No. As specified in Section O of the Scope of Services and Specifications, the County shall be responsible for removing all property from each location prior to the commencement of work. This includes the benches.*

14. Are you looking for a cove base? Are you looking for a two (2) inch, four (4) inch, or six (6) inch cove base?

*Answer: Yes, a four (4) inch cove base.*

15. Are we doing the walkways and foyers too?

*Answer: Yes. As specified in Section H of the Revised Scope of Services and Specifications – Addendum No. 1, attached hereto as Appendix “A”, this location includes five (5) holding cells, hallways, foyers, and one (1) former holding cell converted into an office.*

16. Are the offices included?

*Answer: There is one (1) former holding cell which has been converted into an office which should be included in your pricing for Item No. 7 on the Price Sheet. The two (2) remaining offices should be included in your pricing for Item No. 10 on the Revised Price Sheet – Addendum No. 1, attached hereto as Appendix “B”.*

17. Regarding the joints, would you like the material to fill in the joints where you can still see the joints, or would you like them to be cut out so we can put sealant in there?

*Answer: Filling in joints is acceptable.*

18. Will we be able to do this all at one time or will we have to do this in phases?

*Answer: As specified in Section H of the Revised Scope of Services and Specifications – Addendum No. 1, attached hereto as Appendix “A”, each location will be performed in multiple phases to not inconvenience any location.*

19. How many phases do you estimate? Three (3) or four (4) phases? Will we be able to work over weekends?

*Answer: It is estimated this location will take four (4) phases. As specified in Section I of the Scope of Services and Specifications, work performed at the Robert M. Foster Justice Center will be performed outside of the defined business hours and arrangements must be agreed upon by both parties prior to the commencement of work.*

Nassau County Animal Services

20. How many phases do you estimate the kennels taking?

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*Answer: It is estimated to be four (4) phases. As specified in Section I of the Scope of Services and Specifications, arrangements must be agreed upon by both parties prior to the commencement of work.*

21. Would you like a cove base camper? Are you looking for a two (2) inch or four (4) inch cove base camper?

*Answer: Yes, a two (2) inch cove base camper.*

22. How far up the walls would you like the epoxy to go?

*Answer: Four (4) feet up the wall.*

23. Do we need to remove the conduits? Or will we need to coat the conduits?

*Answer: The Vendor will be responsible for meeting up to the edge of the conduits.*

24. Do you want the floors coated in a different material than the walls? Typically, we use the same material for both.

*Answer: Please review Section B and C of the Scope of Services and Specifications, to understand the different processes. Each surface is made up of different material and it is the Vendor's responsibility to analyze what would work best for each surface and location.*

*As specified in Section A2.7 of the Scope of Services and Specifications, a Bidder may choose to provide an equal to a brand referenced herein, then the Bidder must provide the manufacturer's product documentation reflecting the characteristics and level of quality that will satisfy the County's need.*

25. Does the work have to be done during working hours?

*Answer: As specified in Section I of the Scope of Services and Specifications, these services shall be conducted during the Business Hours which shall be defined as Monday through Friday between 8:00am and 5:00pm ET, unless prior arrangements are agreed upon by both parties.*

26. Are we able to have a dumpster at this location as well?

*Answer: Yes. Arrangements will need to be made with the Facilities Maintenance Representative.*

The solicitation due date and opening time remains: **April 18, 2024 at 10:00AM ET.**

**Attachment(s): Pre-Bid Sign-In Sheet;**

**Appendix "A" Scope of Services and Specifications – Addendum No. 1; and  
Appendix "B" Revised Price Sheet – Addendum No. 1.**

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



**NASSAU COUNTY  
BOARD OF COUNTY COMMISSIONERS**  
*Procurement Department*  
96135 Nassau Place, Suite 2  
Yulee, Florida 32097  
Phone: (904) 530-6040  
Email: [procurement@nassaucountyfl.com](mailto:procurement@nassaucountyfl.com)

**PRE-BID MEETING**

**NC24-008-ITB EPOXY SERVICES**  
**DATE: MARCH 20, 2024 9:00AM**

ATTENDEE (PRINT NAME)	COMPANY	SIGNATURE	PHONE NUMBER	EMAIL ADDRESS
Director Jon Slebos <i>Capt J. Schay</i> <i>1st Joshua Hyers</i>	Nassau County Sheriff's Office	<i>[Signature]</i>	N/A	N/A
Jeff Little	Nassau County	<i>[Signature]</i>	N/A	N/A
Tony Lombardi	Nassau County	<i>[Signature]</i>	N/A	N/A
Joe Nordeng	Nassau County	<i>[Signature]</i>	N/A	N/A
Joshua Lindes	Nassau County	<i>[Signature]</i>	N/A	N/A
Thomas O'Brien	Nassau County	<i>[Signature]</i>	N/A	N/A
Brittany Contardi	Nassau County	<i>[Signature]</i>	N/A	N/A
Gary Mack Queen Jr	Industrial Surfacing & Lining, LLC	<i>[Signature]</i>	352-463-8604	<i>Mike B Johnson</i>
<i>Gary Mack Queen Jr</i> <i>William Brewer</i>	<i>Industrial Surfacing &amp; Lining - Lifetime Green Coatings</i>	<i>[Signature]</i>	<i>904-751-2136</i>	<i>Mack Queen</i>

*Unable to attend. Did not receive bid.*

*Escorted out.*

*Escorted out.*

*Les Burnsed*  
*William Brewer*

*Nassau County*  
*Lifetime Green Coatings*

*Page 1 of 1*

*315-440-2417*

*W. Brewer*

*W. Brewer*

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**APPENDIX "A"**  
**SCOPE OF SERVICES AND SPECIFICATIONS – ADDENDUM NO. 1**

The Vendor shall provide Epoxy Services, more specifically, including but not limited to:

**A. General Specifications for all locations:**

A1. Preparation:

A1.1 Vendor shall inspect all surfaces to receive installation and verify that condition is smooth and free from conditions that will adversely affect execution, permanence, or quality of work.

A1.1.1 Each location will need to be inspected individually as each location has different existing flooring and conditions.

A1.2 Vendor shall remove loose mortar splatter, joint compound, or any contamination that may compromise the bond of the product.

A1.3 Vendor shall remove all projections, all debris detrimental to the installation, dirt, oil contaminates, grease, particles, moss, algae growth, laitance, friable matter, dirt, and bituminous products and surface coatings affecting bond.

A1.4 All surfaces shall be clean, dry, and preferably pre-treated with high solids block filter.

A1.5 All surfaces shall be clean, dry, free of debris, dust, or particles.

A1.6 Vendor shall ensure no visible moisture is present on the surfaces at the time of application.

A1.7 Vendor shall repair all cracks and flaws, as applicable, in surfaces which may prevent smooth surfaces.

A1.8 Vendor shall notify the Facilities Maintenance Representative in writing prior to commencing work of any conditions deemed unsatisfactory for the installation. Otherwise, conditions will be understood as acceptance of the substrate as satisfactory.

A2. Application:

A2.1 Vendor shall not install over concrete until the concrete has been cured and is sufficiently dry to achieve permanent bond with flooring as determined by material manufacturer's recommended bond and moisture tests.

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- A2.2 Vendor shall apply each component in compliance with manufacturer's installation instructions including mixing and application methods, recoat windows, cure times, and environmental restrictions. The system is to be applied directly over all non-expansion joints and cracks that have been treated as previously described.
- A2.3 Immediately prior to the application of any component of the system, the surface shall be dry, and any remaining dust or loose particles shall be removed using a vacuum or by clean, dry, oil-free compressed air.
- A2.4 The handling, mixing, and addition of components shall be performed in a safe manner to achieve the desired results in accordance with the manufacturer's recommendations.
- A2.5 A neat finish with well-defined boundaries and straight edges shall be provided by the Vendor.
- A2.6 Vendor shall allow the material to fully cure in accordance with manufacturer's installation instructions, a minimum of which shall be seventy-two (72) hours.
- A2.7 *“Or equal”*: If Bidder chooses to provide an equal to a brand referenced herein, then the Bidder must provide the manufacturer's product documentation reflecting the characteristics and level of quality that will satisfy the County's need.
- A3. Protection:
- A3.1 Vendor shall protect flooring from damage and wear during the performance of work. Vendor shall use protective methods and materials, including temporary coverings, recommended by manufacturer.
- A3.2 **VENDOR SHALL SUPPLY THE COUNTY WITH A MINIMUM OF A FIVE (5) YEAR WARRANTY ON MATERIAL AND WORKMANSHIP.**
- A4. Optional Hourly Services:
- A4.1 These services would include unforeseen repairs and removal services that are identified by Vendor once the performance of work has commenced.
- A4.2 Any optional hourly service considered necessary by the Vendor or by the County, shall be authorized by the designated Facilities Maintenance Representative prior to the commencement of the optional hourly service. The Vendor shall submit a written quote or proposal to the County and shall include the location of work, a total cost, and an itemized cost. The itemized cost shall be as follows: labor hours, Vendor's costs for material/parts with no mark-up, and a brief description of the work to be done.



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A4.2.1 Upon request, the County may request copies of manufacturer quotes and/or invoices from Vendor's suppliers as proof of material cost).

A4.4 Any optional hourly work performed by the Vendor without a Purchase Order ("PO") may result in non-payment. The County will not be obligated to pay for any unauthorized services performed by the Vendor.

A4.5 All optional hourly work shall be documented on a service ticket, which shall be hand delivered, or sent via email to the designated Facilities Maintenance Representative. Vendor shall identify the following on service ticket: date, location, unit number, hours, material, and detailed description of the repair services. The Vendor shall provide any additional information the designated Facilities Maintenance Representative requests in regard to the work.

A4.6 Hourly rate(s) shall commence upon arrival at the work site and terminate upon departure of the work site. The County shall not pay Vendor for travel time.

A5. Hourly Rates:

A5.1 In the case of hourly rates, time starts when the Vendor arrives and begins working at the site and time ends when the Vendor has completed the assigned work including the site cleanup.

A5.2 Vendor's quote/proposal to the County for completing the work shall include the number of days/hours to complete the work and the total price to complete the work. Vendor shall outline in their quote/proposal specific information including: 1) the bid rate for the repairs(s); 2) if applicable, the hourly rate, the estimated number of hours, and the description of hourly work needed (non-emergency repairs, emergency repairs, holiday repairs, hurricane or disaster repairs); 3) the location of the work site; and 4) if applicable, other related services.

A5.2.1 To expedite estimate preparation, the County may elect to provide the Vendor with emailed photos of the site in lieu of a site visit. It is the Vendor's responsibility to ensure they have all the information to prepare accurate quotes/proposals.

A6. Each location will be performed in multiple phases to not inconvenience any location.

A7. Vendor will be responsible for all measurements taken to ensure the accuracy of material ordered.

**B. Nassau County Animal Services - Dog Kennel Floors:** The total floor square footage is approximately 5,500 square feet which includes forty (40) dog kennels at approximately 40 square feet each. Please refer to Appendix "F" for photos. This location will include the connecting puppy room and quarantine room.

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B1. Moisture Testing:

B1.1 Perform anhydrous calcium chloride test ASTM F 1869-98.

B1.2 Perform three tests for the first one thousand (1,000) square feet and then one test per one thousand (1,000) square feet after that.

B2. Mechanical Surface Preparation for Existing Tile:

B2.1 Vendor shall shot blast all surfaces to receive flooring system with a mobile steel shot, dust recycling machine (Blastrac or equal). All surfaces and embedded accumulations of paint, toppings hardened concrete layers, laitance, power trowel finishes, and other similar surface characteristics shall be completely removed leaving a bare concrete surface having a minimum profile of CSP 4-5 classification as described by the International Concrete Repair Institute, Inc. ("ICRI").

B2.2 Floor areas inaccessible to the mobile blast machines shall be mechanically abraded to the same degree of cleanliness, soundness, and profile using diamond grinders, needle guns, bush hammers, or other suitable equipment.

B2.3 Remove and repair any loose tiles with ProKrete CM or HD or equal.

B2.4 Where the perimeter of the substrate to be coated is not adjacent to a wall or curb, a minimum one-fourth (1/4) inch key cut shall be made to properly seat the system, providing a smooth transition between areas. The detail cut shall also apply to drain perimeters and expansion joint edges.

B2.5 Cracks and joints (non-moving) greater than one-eighth (1/8) inch wide are to be chiseled or chipped-out and repaired per manufacturer's recommendations.

B3. At spalled or worn areas, Vendor shall mechanically remove loose or delaminated concrete to a sound concrete and patch per manufactures recommendations.

B4. Application: The system shall be applied in five (5) distinct steps as listed below:

B4.1 Substrate preparation, including the removal of any loose tiles;

B4.2 Scratch coat of Urethane Cement or equal to remove all grout lines;

B4.3 Topping/overlay application with colored quartz aggregate broadcast;

B4.4 Second broadcast;

B4.5 Grout-coat application; and

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- B4.6 Topcoat application.
- B5. The system shall follow the contour of the substrate unless pitching or other leveling work is required in accordance with the manufacturer's specifications.
- B6. Scratch Coat:
- B6.1 The scratch coat shall be applied in one (1) application to remove grout lines in the existing tile.
- B6.2 The topping shall be comprised of three (3) components (resin, hardener, and filler) in accordance with the manufacturer's specifications.
- B6.3 The hardener shall be added to the resin and thoroughly dispersed in accordance with the manufacturer's specifications. Self-leveling aggregate shall then be added to the catalyzed mixture and mixed in a manner to achieve a homogenous blend.
- B6.4 The topping shall be applied over horizontal surfaces using a flat trowel or flat squeegee, or other systems approved by the manufacturer. Lightly broadcast scratch coat with 40 (forty) mesh sand to increase mechanical tooth for next application.
- B7. Broadcast Coat:
- B7.1 The broadcast coat shall be applied in one (1) application at a nominal one-eighth (1/8) inch thickness.
- B7.2 The topping shall be comprised of three (3) components (resin, hardener, and filler) in accordance with the manufacturer's specifications.
- B7.3 The hardener shall be added to the resin and thoroughly dispersed in accordance with the manufacturer's specifications. Self-leveling aggregate shall then be added to the catalyzed mixture and mixed in a manner to achieve a homogenous blend.
- B7.4 The topping shall be applied over horizontal surfaces using a one-half (1/2) inch V Notch Squeegee or equal, or other systems in accordance with the manufacturer's specifications.
- B7.5 Immediately upon placing, the topping shall be degassed with a loop roller.
- B7.6 Colored quartz aggregate shall be broadcast to excess into the wet material at the rate of 0.75 pounds per square foot.
- B8. Second Broadcast Coat:

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- B8.1 The second broadcast coat shall be comprised of a liquid resin and a powder initiator which is mixed and installed in accordance with the manufacturer's specifications.
- B8.2 The second broadcast coat shall be squeegee applied and back rolled with a coverage rate of 50 to 60 square feet per gallon.
- B8.3 Colored quartz aggregate shall be broadcast to excess into wet material at a rate of 0.5 pound per square foot.

B9. Grout-Coat:

- B9.1 The grout-coat shall be comprised of a liquid resin and a powder initiator which is mixed and installed in accordance with the manufacturer's specifications.
- B9.2 The grout-coat shall be squeegee applied and back rolled with a coverage rate of 50 to 60 square feet per gallon.
- B9.3 The grout-coat shall be comprised of a liquid resin and a powder initiator which is mixed and installed in accordance with the manufacturer's specifications.
- B9.4 The grout-coat shall be squeegee applied and back rolled with a coverage rate of 100 to 120 square feet per gallon.

C. **Nassau County Animal Services – Indoor Dog Kennel Walls:** The total wall square footage is approximately 6,000 square feet which includes forty (40) dog kennels at approximately 40 square feet each. Please refer to Appendix “F” for photos. This location will include the connecting puppy room and quarantine room.

- C1. The pre-cast and concrete wall should be sand blasted or prepared using vacuum assisted diamond grinding equipment.
- C2. Concrete masonry units (“CMU”) or brick walls shall be clean, dry, and preferably pre-treated with a high solids block filler.
- C3. The system shall be applied in three (3) distinct steps as listed below:
  - C3.1 Substrate preparation;
  - C3.2 Priming; and
  - C3.3 Topcoat application.

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- C4. The system shall follow the contour of the substrate unless pitching or other leveling work in accordance with the manufacturer's specifications.
- C5. The primer shall be comprised of two (2) components (resin, and hardener) with a mix ratio of three (3) parts resin to one (1) part hardener in accordance with the manufacturer's specifications. A second prime coat may be required on very porous substrates.
- C6. The hardener shall be added to the resin and thoroughly mixed by suitably approved low speed drill mixer.
- C7. The primer shall be applied over the surfaces using a roller with an average coverage rate of two hundred (200) square feet per gallon.
- C8. The pigmented gloss topcoat shall be comprised of three (3) or four (4) components (resin, hardener, colorant, and if required, an option of aluminum oxide grit for additional abrasion resistance) with a mix ratio of one (1) part resin to two (2) parts hardener in accordance with the manufacturer's specifications.
- C9. The hardener shall be added to the resin and thoroughly mixed by suitably approved low speed drill mixer.
- C10. The topcoat shall be applied over the surfaces from a roller tray using a three-eighth (3/8) inch roller with a coverage rate of 400 to 600 square feet per gallon in accordance with the manufacturer's specifications.

**D. Nassau County Jail & Detention Center - Kitchen Walls:** The total wall square footage is approximately 3,270 square feet. This location will include the connecting bathroom, dry storage, and cleaning closet.

- D1. Pre-cast and concrete waif should be sand blasted or prepared using vacuum assisted diamond grinding equipment.
- D2. CMU or brick walls shall be clean, dry, and preferably pre-treated with a high solids block filler.
- D3. The system shall be applied in three (3) distinct steps as listed below:
  - D7.1 Substrate preparation;
  - D7.2 Priming; and
  - D7.3 Topcoat application.

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- D4. The primer shall be comprised of two (2) components (resin and hardener) with a mix ratio of three (3) parts resin to one (1) part hardener in accordance with the manufacturer's specifications. A second prime coat may be required on very porous substrates.
  - D5. The hardener shall be added to the resin and thoroughly mixed by suitably approved low speed drill mixer.
  - D6. The primer shall be applied over the surface using a roller with an average coverage rate of two hundred (200) square feet per gallon.
  - D7. The pigmented gloss topcoat shall be comprised of three (3) or four (4) components (resin, hardener, colorant, if required and option aluminum oxide grit for additional abrasion resistance) with a mix ratio of one (1) part resin to two (2) parts hardener in accordance with the manufacturer's specifications.
  - D8. The hardener shall be added to the resin and thoroughly mixed by suitably approved low speed drill mixer.
  - D9. The topcoat shall be applied over the surfaces from a roller tray using a three-eighth (3/8) inch roller with a coverage rate 400 to 600 square feet per gallon in accordance with the manufacturer's specifications.
  - D10. Bidders may provide optional pricing for the remove of the kitchen walls vinyl siding at the Nassau County Jail & Detention Center as reflected on the Revised Price Sheet – Addendum No. 1, attached hereto as Appendix “B”.
- E. **Nassau County Jail & Detention Center - Kitchen Floors:** The total floor square footage is approximately 5,650 square feet including dry storage and restroom areas. This location will include the connecting bathroom, dry storage, and cleaning closet.
- E1. **Moisture Testing:**
    - E1.1 Perform anhydrous calcium chloride test ASTM F 1869-98.
    - E1.2 Perform three (3) tests for the first one thousand (1,000) square feet and then one (1) test per one thousand (1,000) square feet after that.
  - E2. **Mechanical Surface Preparation for Existing Tile:**
    - E2.1 Shot blast all surfaces to receive flooring system with a mobile steel shot, dust recycling machine (Blastrac or equal). All surfaces and embedded accumulations of paint, toppings hardened concrete layers, laitance, power trowel finishes, and other similar surface characteristics shall be completely removed leaving a bare concrete surface having a minimum profile of CSP 4-5 classification as described by the ICRI.

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- E2.2 Floor areas inaccessible to the mobile blast machines shall be mechanically abraded to the same degree of cleanliness, soundness and profile using diamond grinders, needle guns, bush hammers, or other suitable equipment.
- E2.3 Remove and repair any loose tiles with ProKrete CM or HD or equal.
- E2.4 Where the perimeter of the substrate to be coated is not adjacent to a wall or curb, a minimum one-fourth (1/4) inch key cut shall be made to properly seat the system, providing a smooth transition between areas. The detail cut shall also apply to drain perimeters and expansion joint edges.
- E2.5 Cracks and joints (non-moving) greater than one-eighth (1/8) inch wide are to be chiseled or chipped-out and repaired in accordance with the manufacturer's specifications.
- E3. At spalled or worn areas, mechanically remove loose or delaminated concrete to a sound concrete and patch in accordance with the manufacturer's specifications.
- E4. Application: The system shall be applied in five (5) distinct steps as listed below:
  - E4.1 Substrate preparation, including the removal of any loose tiles;
  - E4.2 Scratch coat of Urethane Cement or equal to remove all grout lines;
  - E4.3 Topping/overlay application with colored quartz aggregate broadcast;
  - E4.4 Second broadcast;
  - E4.5 Grout-coat application; and
  - E4.6 Topcoat application.
- E5. The system shall follow the contour of the substrate unless pitching or other leveling work in accordance with the manufacturer's specifications.
- E6. Scratch Coat:
  - E6.1 The scratch coat shall be applied in one (1) application to remove grout lines in the existing tile.
  - E6.2 The topping shall be comprised of three (3) components (resin, hardener, and filler) in accordance with the manufacturer's specifications.

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- E6.3 The hardener shall be added to the resin and thoroughly dispersed in accordance with the manufacturer's specifications. Self-leveling aggregate shall then be added to the catalyzed mixture and mixed in a manner to achieve a homogenous blend.
- E6.4 The topping shall be applied over horizontal surfaces using a flat trowel or flat squeegee, or other systems in accordance with the manufacturer's specifications. Lightly broadcast scratch coat with forty (40) mesh sand to increase mechanical tooth for next application.
- E7. Broadcast Coat:
- E7.1 The broadcast coat shall be applied in one (1) application at a nominal one-eighth (1/8) inch thickness.
- E7.2 The topping shall be comprised of three (3) components (resin, hardener, and filler) in accordance with the manufacturer's specifications.
- E7.3 The hardener shall be added to the resin and thoroughly dispersed in accordance with the manufacturer's specifications. Self-leveling aggregate shall then be added to the catalyzed mixture and mixed in a manner to achieve a homogenous blend.
- E7.4 The topping shall be applied over horizontal surfaces using a one-half (1/2) inch V Notch Squeegee or equal, or other systems in accordance with the manufacturer's specifications.
- E7.5 Immediately upon placing, the topping shall be degassed with a loop roller.
- E7.6 Colored quartz aggregate shall be broadcast to excess into the wet material at the rate of 0.75 pounds per square foot.
- E8. Second Broadcast:
- E8.1 The second broadcast coat shall be comprised of a liquid resin and a powder initiator which is mixed and installed in accordance with the manufacturer's specifications.
- E8.2 The second broadcast coat shall be squeegee applied and back rolled with a coverage rate of 50 to 60 square feet per gallon.
- E8.3 Colored quartz aggregate shall be broadcast to excess into wet material at a rate of 0.5 pounds per square foot.
- E8.4 The grout-coat shall be comprised of a liquid resin and a powder initiator which is mixed and installed in accordance with the manufacturer's specifications.



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- E8.5 The grout-coat shall be squeegee applied and back rolled with a coverage rate of 50 to 60 square feet per gallon.
- E8.6 The grout-coat shall be comprised of a liquid resin and a powder initiator which is mixed and installed in accordance with the manufacturer's specifications.
- E8.7 The grout-coat shall be squeegee applied and back rolled with a coverage rate of 100 to 120 square feet per gallon.

- F. Nassau County Jail & Detention Center - Housing Shower Area Walls:** The total wall square footage is approximately 10,262 square feet which includes. There are five types of pods identified in Schedule "A" below. Each of these pods have shower areas. These shower areas will be identified during the Mandatory Pre-Bid Meeting.

<b>SCHEDULE "A"</b>			
<b>POD TYPE NO.</b>	<b>INTERNAL REFERENCE IDENTIFIER</b>	<b>NO. OF PODS THROUGHOUT THE FACILITY</b>	<b>TOTAL NO. OF SHOWER AREAS WITHIN POD</b>
<b>Pod Type #1</b>	Booking	N/A	2
<b>Pod Type #2</b>	B100	1	4
<b>Pod Type #3</b>	A200	8	16
<b>Pod Type #4</b>	A300	1	4
<b>Pod Type #5</b>	C100/D300	2	4

- F1. One (1) shower pod will be completed at a time and that pod will not have any inmates present. When the first shower pod is complete, County staff will ensure no inmates are present and allow the Vendor to begin work on the second shower pod.
- F2. Pre-cast and concrete wall should be sand blasted or prepared using vacuum assisted diamond grinding equipment.
- F3. CMU or brick walls shall be clean, dry, and preferably pre-treated with a high solids block filler.
- F4. The system shall be applied in three (3) distinct steps as listed below:
- F4.1 Substrate preparation;
- F4.2 Priming; and
- F4.3 Topcoat application.

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- F5. The primer shall be comprised of two (2) components (resin, and hardener) with a mix ratio of three (3) parts resin to one (1) part hardener in accordance with the manufacturer's specifications. A second prime coat may be required on very porous substrates.
- F6. The hardener shall be added to the resin and thoroughly mixed by suitably approved low speed drill mixer.
- F7. The primer shall be applied over the surface using a roller with an average coverage rate of two hundred (200) square feet per gallon.
- F8. The pigmented gloss topcoat shall be comprised of three (3) or four (4) components (resin, hardener, colorant, if required and option aluminum oxide grit for additional abrasion resistance) with a mix ratio of one (1) part resin to two (2) part hardener in accordance with the manufacturer's specifications.
- F9. The hardener shall be added to the resin and thoroughly mixed by suitably approved low speed drill mixer.
- F10. The topcoat shall be applied over the surfaces from a roller tray using a three-eighth (3/8) inch roller with a coverage rate of 400 to 600 square feet per gallon in accordance with the manufacturer's specifications.
- F11. Bidders may provide optional pricing for the extended entrance for Pod Type #5 at the Nassau County Jail & Detention Center as reflected on the Revised Price Sheet – Addendum No. 1, attached hereto as Appendix “B”.

- G. Nassau County Jail & Detention Center - Housing Shower Area Floors:** The total floor square footage is approximately 6,000 square feet which include. There are five types of pods identified in Schedule “A” below. Each of these pods have shower areas. These shower areas will be identified during the Mandatory Pre-Bid Meeting.

SCHEDULE “A”			
POD TYPE NO.	INTERNAL REFERENCE IDENTIFIER	NO. OF PODS THROUGHOUT THE FACILITY	TOTAL NO. OF SHOWER AREAS WITHIN POD
<b>Pod Type #1</b>	Booking	N/A	2
<b>Pod Type #2</b>	B100	1	4
<b>Pod Type #3</b>	A200	8	16
<b>Pod Type #4</b>	A300	1	4
<b>Pod Type #5</b>	C100/D300	2	4

- G1. One (1) shower pod will be completed at a time and that pod will not have any inmates present. When the first shower pod is complete, County staff will ensure no inmates are present and allow the Vendor to begin work on the second shower pod.

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G2. Moisture Testing:

G2.1 Perform anhydrous calcium chloride test ASTM F 1869-98.

G2.2 Perform three tests for the first one thousand (1,000) square feet and then one test per one thousand (1,000) square feet after that.

G3. Application will proceed only when the vapor/moisture emission rates from the slab is less than, and not higher, than five (5) pounds per one thousand (1,000) square feet per twenty-four (24) hours.

G4. If the vapor drive exceeds five (5) pounds per one thousand (1,000) square feet per twenty-four (24) hours then the Facilities Maintenance Representative shall be notified and advised of additional cost for the possible installation of a vapor mitigation system in accordance with the manufacturer's specifications or other means to lower the value to the acceptable limit.

G5. Compressed oil-free air and/or the light passing of a propane torch may be used to dry the substrate.

G6. Mechanical surface preparation:

G6.1 Shot blast all surfaces to receive flooring system with a mobile steel shot, dust recycling machine (Blastrac or equal). All surfaces and embedded accumulations of paint, toppings hardened concrete layers, laitance, power trowel finishes, and other similar surface characteristics shall be completely removed leaving a bare concrete surface having a minimum profile of CSP 3-4 classification as described by the ICRI.

G6.2 Floor areas inaccessible to the mobile blast machines shall be mechanically abraded to the same degree of cleanliness, soundness and profile using diamond grinders, needle guns, bush hammers, or other suitable equipment. Terminations at drains and doorways (doorway terminations should be planned of time on exact termination, usually directly under the door) shall be key cut using a suitable diamond saw to properly seat the system, providing a smooth transition between areas. The detail cut shall also be applied to drain perimeters and expansion joint edges. Depth of cut shall be relevant to finish floor thickness. ProShield SF system or equal should be cut one-eighth (1/8) inch deep. Cracks and joints (non-moving) greater than one-eighth (1/8) inch wide are to be chiseled or chipped-out and repaired per manufacturer's recommendations.

G6.3 At spalled or worn areas, mechanically remove loose or delaminated concrete to a sound concrete and patch in accordance with the manufacturer's specifications.

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- G7. The system shall be applied in four (4) distinct steps as listed below:
- G7.1 Substrate preparation;
  - G7.2 Primer application;
  - G7.3 Broadcast application; and
  - G7.4 Topcoat application.
- G8. The system shall follow the contour of the substrate unless pitching or other leveling work in accordance with the manufacturer's specifications.
- G9. The primer shall be comprised of two (2) components (resin and hardener with a mix ratio of three (3) parts resin to one (1) part hardener in accordance with the manufacturer's specifications.
- G9.1 In the event of elevated moisture levels, the primer shall be comprised of two (2) components (resin and hardener) with a mix ratio of two (2) parts resin to one (1) part hardener in accordance with the manufacturer's specifications.
- G10. The hardener shall be added to the resin together with colorant and thoroughly mixed by suitably approved low speed drill mixer.
- G11. The resin shall be applied over horizontal surfaces using a flat squeegee and three-eighth (3/8) inch roller using a flat squeegee with an average coverage rate of one hundred fifty (150) square feet per gallon or one hundred (100) square feet per gallon when using MB Moisture Block primer or equal in accordance with the manufacturer's specifications.
- G12. The primer shall be comprised of two (2) components (resin, and hardener) with a mix ratio of three (3) parts resin to one (1) part hardener in accordance with the manufacturer's specifications.
- G12.1 In the event of elevated moisture levels, the primer shall be comprised of two (2) components (resin and hardener) with a mix ratio of two (2) parts resin to one (1) part hardener in accordance with the manufacturer's specifications.
- G13. The hardener shall be added to the resin together with colorant and thoroughly mixed by suitably approved low speed drill mixer.
- G14. The resin shall be applied over horizontal surfaces using a flat squeegee and three-eighth (3/8) inch roller using a flat squeegee with an average coverage rate of one hundred fifty (150) square feet per gallon in accordance with the manufacturer's specifications.
- G15. Broadcast natural quartz at a rate of 0.4 to 0.5 pounds per square feet.

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G16. Vendor shall sweep and vacuum excess sand.

G17. Grout Coat/Topcoat (Pigmented):

G17.1 The grout coat shall be applied as a single application in accordance with the manufacturer's specifications.

G17.2 The grout coat shall be comprised of a resin (hardener, and colorant) and mixed in the ratio of one (1) part resin to one (1) part hardener and 8 to 10 ounce per gallon of ProColor or equal in accordance with the manufacturer's specifications.

G18. The resin shall be added to the hardener and thoroughly mixed by suitably approved mechanical means for sixty (60) seconds. The colorant can either be mixed on an "each mix" basis or by pre-pigmenting ahead of time. Vendor shall use a slower speed mixer (up to 650RPM) to reduce the risk of air entrapment during mixing.

G19. An even bead of material should then be poured over the open broadcast floor and evenly spread using a flat squeegee. A "non shed" three-eighth (3/8) inch with an average coverage rate of 90 to 100 square feet per gallon and cross-roll the floor in accordance with the manufacturer's specifications.

G20. The finished floor will have a nominal thickness of one-sixteenth (1/16) of an inch.

G21. Bidders may provide optional pricing for the flooring surrounding the six (6) toilets in Pod Type #5, three (3) upstairs and three (3) downstairs, (identified above in Schedule "A") at the Nassau County Jail & Detention Center as reflected on the Revised Price Sheet – Addendum No. 1, attached hereto as Appendix "B".

G22. Bidders may provide optional pricing for the extended entrance for Pod Type #5 at the Nassau County Jail & Detention Center as reflected on the Revised Price Sheet – Addendum No. 1, attached hereto as Appendix "B".

**H. Robert M. Foster Justice Center - Holding Cells:** The total square footage is approximately 2,430 square feet. This location includes five (5) holding cells, hallways, foyers, and one (1) former holding cell converted into an office.

H1. Area will be shotblasted and diamond grinded to ensure clean concrete.

H2. Install four (4) inch decorative epoxy cove base with termination strip.

H3. Install ProQuartz or equal epoxy flooring system with ProSpartic or equal chemical/stain resistant finish to one-eighth (1/8) inch.

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- H4. Microbe-Blok or equal antimicrobial treatment will be added for bacterial and fungi protection.
- H5. Bidders may provide optional pricing for the two (2) offices at the Robert M. Foster Justice Center holding cells area as reflected on the Revised Price Sheet – Addendum No. 1, attached hereto as Appendix “B”.

**I. Business Hours and Holidays:**

- I1. These services shall be conducted during the Business Hours which shall be defined as Monday through Friday between 8:00am and 5:00pm ET, unless prior arrangements are agreed upon by both parties, with the exception of:

I1.1 **WORK PERFORMED AT THE ROBERT M. FOSTER JUSTICE CENTER SHALL BE PERFORMED OUTSIDE OF THE BUSINESS HOURS DESCRIBED ABOVE.** Arrangements must be agreed upon by both parties prior to the commencement of work.

- I2. 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>).

I2.1 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
- Presidents’ Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day

**J. Debris Disposal:**

- J1. It is the Vendor's responsibility to remove and properly dispose of all of the debris generated by work performed under the resulting agreement. It shall be the sole responsibility of and at the expense of the Vendor in a manner, including at which disposal site, approved by the Facilities Maintenance Representative. The site must be clean upon completion.

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- J2. Vendor shall be responsible to ensure frequent pick-up and disposal of all refuse, rubbish, scrap materials, and debris that result from performance so the work site remains neat and orderly.
- J3. All debris must be disposed of daily upon the completion of the day's performance of work.
- J4. Stockpiling of Vendor generated debris for later disposal will not be allowed and must not exceed the completion of the day's performance of work.

**K. 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 the resulting contract, and any other applicable laws of the State of Florida.

- K1. 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, including a generator, and other tools normally used during the performance of work described herein.

**L. Equipment:**

- L1. 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.
- L2. Vendor shall be responsible for the security of all equipment, tools, and materials left at the work site (if applicable). No equipment, tools, or materials will be left at the work site of secured locations. For secured locations, accommodations may be available if a request for such is presented to the Facilities Maintenance Representative and approved by the Facilities Maintenance Representative and Detention Administration.

**M. Limitation of Operations:**

- M1. 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.
- M2. 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 property and/or utilities.
- M3. Vendor shall immediately provide written notification to the County of damages when they occur.

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M4. 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.

**N. Specifications:**

N1. 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 Facilities Maintenance Representative.

N2. All precautions must be taken to ensure no damage to surrounding area will occur.

N3. NO CHEMICALS may be used without prior written approval from the County. Safety Data Sheets shall be provided by the vendor within twenty-four (24) hours of identified need and wait for approval from the Facilities Maintenance Representative, before making any unauthorized chemicals.

N4. Work shall be scheduled with minimal disruption to the surrounding area, as determined by the County.

N5. All debris removed from these processes shall be removed in accordance with the *Debris Disposal* section above or as directed by the Facilities Maintenance Representative.

**O. County's Responsibilities:**

O1. County will provide contact person(s) name, phone number, and email address for the Vendor to report all problems noted.

O2. County will provide the Vendor with an executed work authorization or purchase order of work requested to be performed under this agreement.

O3. All work shall be done subject to the supervision and direction of the Facilities Maintenance Representative who shall have access to all of the work.

O4. Facilities Maintenance Representative will have the authority to suspend the work either wholly, or in part, due to failure to carry out provisions of the resulting 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.

O5. Facilities Maintenance 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.

O6. County shall be responsible for removing all property from each location prior to the commencement of work.



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**P. Vendor's Responsibilities:**

- P1. Vendor shall provide trained staff of competent personnel for the performance of the services described.
- P2. Vendor shall always provide supervision of all work crews while performing work under the resulting contract.
- P3. 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 Facilities Maintenance Representative as soon as possible.
- P4. 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.
- P5. 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.
- P6. Vendor shall provide a contact phone number and email for invoicing issues. Calls shall be returned within twenty-four (24) hours, following the Business Hours and Holidays section above, unless prior arrangements are agreed upon by both parties.
- P7. Vendor shall notify the Facilities Maintenance Representative when the work is completed enabling the County to inspect the work for acceptance within twenty-four (24) hours of completion.
- P8. Vendor shall thoroughly document work assignments upon arrival and upon assignment completion through photographs. Subsequent documentation shall be provided to the Facilities Maintenance Representative within twenty-four (24) hours of assignment completion.
- P9. 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 Facilities Maintenance Representative as the situation may reasonably warrant. Vendor shall notify the Facilities Maintenance 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.
- P10. Vendor must abide by all applicable local, state, or federal laws and regulations.
- P11. Vendor shall obtain all necessary permits and pay any associated fees at their own expense.

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- P12. VENDOR MUST BE ABLE TO PERFORM WORK INSIDE A SECURED AREA.**
- P12.1 ALL PERSONS WILL BE ACCOMPANIED BY THE COUNTY'S SHERIFF'S DEPARTMENT STAFF AT ALL TIMES WHILE INSIDE A SECURED AREA.
- P12.2 ALL PERSONS ARE EXPECTED TO COMPLY WITH ALL RULES, REGULATIONS AND DIRECTIONS BY THE COUNTY'S SHERIFF'S DEPARTMENT STAFF. FAILURE TO DO SO WILL RESULT IN THE FORFEITURE OF PROFESSIONAL VISITING PRIVILEGES. ONCE PROFESSIONAL VISITING PRIVILEGES HAVE BEEN FORFEITED, THEY WILL NOT BE RE-INSTATED.
- P12.3 ALL PERSONS ARE SUBJECT TO BE SEARCHED AT ANY TIME DURING THE COURSE OF THE PERFORMANCE OF WORK. ALL PERSONS WHO REFUSE TO BE SEARCHED, WILL BE ESCORTED OUT OF THE FACILITY AND VISITING PRIVILEGES REVOKED.
- P12.4 NO PERSONAL ITEMS WILL BE ALLOWED. THIS INCLUDES CELLULAR PHONES.
- P12.5 NO PHOTOGRAPHY WILL BE ALLOWED.
- P13. A LIST OF PERSONNEL ASSIGNED TO THESE SERVICES MUST BE PROVIDED TO THE COUNTY AND MUST BE UPDATED AS NEEDED THROUGHOUT THE COURSE OF THE RESULTING CONTRACT.**
- P13.1 **VENDOR MUST SCHEDULE THE PERFORMANCE OF WORK AT LEAST TWO (2) WEEKS IN ADVANCE WITH THE FACILITIES MAINTENANCE REPRESENTATIVE.**
- P13.1.1 VENDOR WILL BE RESPONSIBLE FOR ADHERING TO THE AGREED UPON SCHEDULE. EXCEPTIONS TO THE SCHEDULE WILL NOT BE ALLOWED, WITHOUT ADVANCED WRITTEN APPROVAL BY THE FACILITIES MAINTENANCE REPRESENTATIVE.
- P13.2 **PERSONNEL ASSIGNED TO THESE SERVICES WILL BE REQUIRED TO PASS A BACKGROUND CHECK PROVIDED BY NASSAU COUNTY'S SHERIFF'S DEPARTMENT PRIOR TO THE COMMENCEMENT OF WORK.**
- P13.3 ONLY INDIVIDUALS AUTHORIZED BY THE COUNTY'S SHERIFF'S DEPARTMENT WILL BE PERMITTED TO PERFORM THE WORK. ALL OTHERS WILL BE TURNED AWAY.

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- P13.4 Background checks shall be provided at no cost to the Vendor.
- P14. **VENDOR MUST ENSURE ALL TOOLS AND EQUIPMENT ARE SECURED AND ACCOUNTED FOR AT ALL TIMES.**
- P15. **VENDOR MUST READ, UNDERSTAND, AND ACKNOWLEDGE THE SECURED LOCATION PROCEDURES AND RESPONSIBILITIES, ATTACHED HERETO AS APPENDIX "E". VENDOR MUST PROVIDE A SIGNED COPY OF THE VOLUNTEER ORIENTATION ACKNOWLEDGEMENT INCLUDED IN APPENDIX "E" AT LEAST TWO (2) WEEKS PRIOR TO THE PERFORMANCE OF WORK TO THE FACILITIES MAINTENANCE REPRESENTATIVE.**
- P15.1 Disclaimer: The County recognizes the Vendor is not a volunteer. The Detention Orientation for Staff Volunteers and accompanying Volunteer Orientation Acknowledgement, attached hereto as Appendix "E", is not used solely for volunteers and shall be applicable to these services.

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

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**APPENDIX “B”  
 REVISED PRICE SHEET – ADDENDUM NO. 1**

Vendor shall provide Epoxy Services in accordance with Appendix “A”, Scope of Services at the price(s) below.

EPOXY SERVICES					
ITEM NO.	LOCATION	DESCRIPTION	A APPROX. SQUARE FOOTAGE	B UNIT PRICE	C (A * B) TOTAL LOCATION COST
1	<b>Nassau County Animal Servies</b> 86078 License Road Fernandina Beach, FL 32034	Dog Kennel Floors	5,500		\$
2	<b>Nassau County Animal Servies</b> 86078 License Road Fernandina Beach, FL 32034	Indoor Dog Kennel Walls	6,000		\$
3	<b>Nassau County Jail &amp; Detention Center</b> 76212 Nicholas Cutinha Road Yulee, FL 32097	Kitchen Walls	3,270		\$
4	<b>Nassau County Jail &amp; Detention Center</b> 76212 Nicholas Cutinha Road Yulee, FL 32097	Kitchen Floors <i>(including dry storage and restroom areas)</i>	5,650		\$
5	<b>Nassau County Jail &amp; Detention Center</b> 76212 Nicholas Cutinha Road Yulee, FL 32097	Housing Shower Area Walls	10,262		\$
6	<b>Nassau County Jail &amp; Detention Center</b> 76212 Nicholas Cutinha Road Yulee, FL 32097	Housing Shower Area Floors	6,000		\$
7	<b>Robert M. Foster Justice Center</b> 76347 Veterans Way Yulee, FL 32097	Holding Cells	2,430		\$
<b>TOTAL</b>					<b>\$</b>

Lead Time after contract execution and issuance of Notice to Proceed \_\_\_\_\_ calendar days. Note, Lead Time shall not exceed wo hundred forty (240) calendar days calendars days.

Epoxy Services  
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OPTIONAL HOURLY SERVICES		
ITEM NO.	DESCRIPTION	HOURLY RATE
8	Hourly Services (i.e. unforeseen repairs)	\$

OPTIONAL GOODS/SERVICES		
ITEM NO.	DESCRIPTION	TOTAL COST
9	Remove Vinyl from Nassau County Jail & Detention Center kitchen walls	\$
10	Additional two (2) offices at Robert M. Foster Justice Center holding cells area	\$
11	Flooring surrounding the six (6) toilets Pod Type #5 identified above in Schedule "A"	\$
12	Extended entrance for Pod Type #5 at the Nassau County Jail & Detention Center	\$

**Pricing for epoxy services, shall include all labor, materials and equipment as described in this solicitation.**

**Optional Services is considered ancillary and shall not be included in the evaluation for award.**

**All or None Award: This bid requires Bidders to bid on all line items listed in this attachment. Bidders will be deemed unresponsive if they do not bid on all line items listed in this attachment. Optional Services shall not be included in the award.**

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: \_\_\_\_\_



**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: Brittany Contardi, Senior Procurement Specialist

SUBJECT: **Addendum No. 2**  
Epoxy Services  
Solicitation Number: NC24-008-ITB

DATE: April 8, 2024

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

**Questions and Answers:**

1. Please advise if the schedule for the shower access can be re-confirmed at (1) Shower per phase, or if (1) POD can be completed with (2) Showers per Phase?

*Answer: As specified in Section F1 and G1 of the Scope of Services and Specifications, one (1) shower pod will be completed at a time. When the first shower pod is complete the Vendor may begin work on the second shower pod.*

2. (a) Please advise if the kitchen wall FRP removal will include or reveal penetrations for piping, electrical outlets, conduit, etc. that may require additional sealing or waterproofing prior to installation of the Coating System. (b) Also, will all wall connections, plates, covers, etc. be removed by others prior to the FRP removal?

*Answer: 2(a) The penetrations that are through the wall currently will remain. There will not be a need for patching and will be epoxied around.*

*2(b) The County will remove any conduit, disconnects, and hanging items before the removal of panels. All plumbing will be removed within inches (6) from the wall.*

3. The kitchen wall FRP removal and preparation will require substantial preparation of the block wall surface that will produce high noise levels. Will the noise levels in this area be a concern for work schedules and completion?

*Answer: Noise levels will not be an issue.*

4. In the detention center kitchen, is it a requirement that the tile and wall coating be removed or can I bid with buffering and coating over them?

*Answer: Bidders must follow the Scope of Services and Specifications, including Section A1 which covers the preparation of surfaces to promote better adhering of new materials.*

5. In the detention center kitchen, (a) will the cooking lines be disconnected and (b) equipment moved prior to our installation?

Epoxy Services  
NC24-008-ITB  
Addendum No. 2

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*Answer: 5(a) All equipment will be removed by the County along with disconnects, conduit, and items hung on the walls. The gas lines will be taken back as close to the connection points as possible.*

*5(b) As specified in Section 01 of the Scope of Services and Specifications, County shall be responsible for removing all property from each location prior to the commencement of work. This includes the kitchen equipment.*

6. In transporting items to the back storage room of the Detention Center Kitchen, are pallet jacks/fork lifts used/routinely used?

*Answer: Hand carts/pallet jacks are routinely used.*

7. Is there a document available that details the proposed phases of installation?

*Answer: Please review Addendum No. 1 as the phasing has been identified for the Robert M. Foster Justice Center and Nassau County Animal Services.*

*It is unknown at this time how many phases the Nassau County Jail & Detention Center will be as there are multiple variables to consider (i.e. curing time, crew size, jail population, jail staffing, etc.) when scheduling. As specified in Section I of the Scope of Services and Specifications, arrangements must be agreed upon by both parties prior to the commencement of work.*

The solicitation due date and opening time remains: **April 18, 2024 at 10:00AM ET.**

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

## VENDOR'S RESPONSE AND PRICE SHEET

Epoxy Services  
 NC24-008-ITB  
 Addendum No. 1

**APPENDIX "B"**  
**REVISED PRICE SHEET – ADDENDUM NO. 1**

Vendor shall provide Epoxy Services in accordance with Appendix "A", Scope of Services at the price(s) below.

EPOXY SERVICES					
ITEM NO.	LOCATION	DESCRIPTION	A APPROX. SQUARE FOOTAGE	B UNIT PRICE	C (A * B) TOTAL LOCATION COST
1	<b>Nassau County Animal Servies</b> 86078 License Road Fernandina Beach, FL 32034	Dog Kennel Floors	5,500	\$15.50	\$ 85,250.00
2	<b>Nassau County Animal Servies</b> 86078 License Road Fernandina Beach, FL 32034	Indoor Dog Kennel Walls	6,000	\$6.50	\$ 39,000.00
3	<b>Nassau County Jail &amp; Detention Center</b> 76212 Nicholas Cutinha Road Yulee, FL 32097	Kitchen Walls	3,270	\$11.00	\$ 35,970.00
4	<b>Nassau County Jail &amp; Detention Center</b> 76212 Nicholas Cutinha Road Yulee, FL 32097	Kitchen Floors <i>(including dry storage and restroom areas)</i>	5,650	\$22.00	\$ 124,300.00
5	<b>Nassau County Jail &amp; Detention Center</b> 76212 Nicholas Cutinha Road Yulee, FL 32097	Housing Shower Area Walls	10,262	\$9.00	\$ 92,358.00
6	<b>Nassau County Jail &amp; Detention Center</b> 76212 Nicholas Cutinha Road Yulee, FL 32097	Housing Shower Area Floors	6,000	\$7.00	\$ 42,000.00
7	<b>Robert M. Foster Justice Center</b> 76347 Veterans Way Yulee, FL 32097	Holding Cells	2,430	\$15.00	\$ 36,450.00
Type text here				<b>TOTAL</b>	<b>\$ 455,328.00</b>

Lead Time after contract execution and issuance of Notice to Proceed 45 calendar days. Note, Lead Time shall not exceed two hundred forty (240) calendar days.



Epoxy Services  
 NC24-008-ITB  
 Addendum No. 1

OPTIONAL HOURLY SERVICES		
ITEM NO.	DESCRIPTION	HOURLY RATE
8	Hourly Services (i.e. unforeseen repairs)	\$ 385.00

OPTIONAL GOODS/SERVICES		
ITEM NO.	DESCRIPTION	TOTAL COST
9	Remove Vinyl from Nassau County Jail & Detention Center kitchen walls	\$ 19,000.00
10	Additional two (2) offices at Robert M. Foster Justice Center holding cells area	\$ 2,800.00
11	Flooring surrounding the six (6) toilets Pod Type #5 identified above in Schedule "A"	\$ 2,400.00
12	Extended entrance for Pod Type #5 at the Nassau County Jail & Detention Center	\$ 2,500.00

**Pricing for epoxy services, shall include all labor, materials and equipment as described in this solicitation.**

**Optional Services is considered ancillary and shall not be included in the evaluation for award.**

**All or None Award: This bid requires Bidders to bid on all line items listed in this attachment. Bidders will be deemed unresponsive if they do not bid on all line items listed in this attachment. Optional Services shall not be included in the award.**

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 Surfacing & Lining, LLC.

Address: 15331 Yellow Bluff Road

City, State, Zip code: Jacksonville, FL. 32226

Phone Number: (904)-751-2236 Email: mackster\_isl@comcast.net

Authorized Signature:  Printed Name: Mack Queen

Title: President Date: 4/8/2024



# INVITATION TO BID

## NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

<b>Solicitation Title:</b> Epoxy Services	<b>Issue Date:</b> March 1, 2024
<b>Solicitation Number:</b> NC24-008-ITB	<b>Project/Contract Duration:</b> One hundred eight (180) days after issuance of the Notice to Proceed
<b>Requesting Department:</b> Facilities Maintenance Department	<b>Procurement Contact:</b> Brittany Contardi
<b>Contact Address:</b> 96135 Nassau Place, Suite 2 Yulee, Florida 32097	<b>Contact Information:</b> procurement@nassaucountyfl.com
<b>Mandatory Pre-Bid Date/Time:</b> March 20, 2024 @ 9:00 AM ET Nassau County Jail & Detention Center 76212 Nicholas Cutinha Road Yulee, FL 32097 <i>*Please allow for at least two (2) hours to walk all locations.</i>	<b>Deadline for Questions:</b> April 5, 2024 @ 4:00 PM ET
<b>Bid Due Date and Opening Date/Time:</b> April 18, 2024 @ 10:00 AM ET	
<b>Location of Bid Opening:</b> 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.

<b>Legal Name of Respondent:</b> <u>Industrial Surfacing &amp; Lining, LLC.</u>		
<b>Business Address:</b> <u>15331 Yellow Bluff Road Jacksonville, FL. 32226</u>		
<b>Phone Number:</b> <u>(904)-751-2236</u>	<b>Email:</b> <u>mackster isl@comcast.net</u>	<b>FL License Number:</b> <u>O/L 18373</u>
<b>Authorized Signature:</b>		<b>Date:</b> <u>03/08/2024</u>
<b>Printed Name of Signer:</b> <u>Mack Queen</u>		<b>Title:</b> <u>President</u>

### 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)**





Company ID Number: 642801

**Approved by:**

<b>Employer</b>	
INDUSTRIAL SURFACING & LINING, LLC	
<b>Name (Please Type or Print)</b> GARY M QUEEN	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 02/13/2013
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 02/13/2013

**FORM A**  
**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 Surfacing & Lining, LLC.
2. This sworn statement is submitted by Mack Queen (entity submitting sworn statement), whose business address is 15331 Yellow Bluff Road Jacksonville, FL. 32226 and its Federal Employee Identification Number (FEIN) is 45-5475589. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
3. My name is Mack Queen (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.)

Mack Queen  
Signature  
4/12/2024  
Date

State of: Florida  
County of: Duval

Sworn to (or affirmed) and subscribed before me by means of X physical presence or      online notarization, this 12<sup>th</sup> day of April, 2024 by Mack Queen who is      personally known to me or X produced FLDL as identification.

[Signature]  
Notary Public  
My commission expires: July 14, 2027



## FORM B BIDDER QUESTIONNAIRE

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

1. **Company Name:** Industrial Surfacing & Lining, LLC.  
**Address:** 15331 Yellow Bluff Road  
**City/State/Zip:** Jacksonville, FL. 32226  
**Phone:** (904)-751-2236 **Email:** MACKSTER\_ISL@COMCAST.NET  
**Website Address:** industrialsurfacingandlining.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: 29  
 Years in business under this name: 12  
 Years performing this type of work: 35  
 Value of work now under contract: \$146,000.00  
 Value of work in place last year: 1.4M  
 Percentage (%) of work usually self-performed: 100%  
 Name of sub-vendors you may use: N/A  
 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: 12  
 (may use additional sheets if needed).

Position/Category (List all)	Full-time	Part-time
Management	Mack Queen	
Operations Manager	Joe Avent	
Supervisor	Jonothan Queen	
Asst. Supervisor.	Aaron Rivas	
Asst. Supervisor	Nathan Rietveld	
Asst. Supervisor	Jamar Torrence	
Laborer	Danny Torrence	
Laborer	Joshua Lee	
Laborer	Vidale Goodner	
Laborer	Sammie Battle	
Laborer	Jorge Bravo	
Office Manager	Nina Kelly	

**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: Lockheed Martin Space Systems

Address: Engineered Services Building (ESB) #6005 Naval Sub Base Kings Bay, GA. 31547

Contract Person: Bobby Courson

Phone: Email: (912)-573-1294 Email: Bobby.J.Courson@lmco.com

Project Description: MMM Floor Restoration and Repairs

Contract \$ Amount: \$480,000.00

Date Completed: 12/2023

**Reference #2:**

Company/Agency Name: Lockheed Martin Fire Control and Space (GLSS)

Address: 5749 Briar Hill Road Lexington, KY. 40516

Contract Person: Geoffrey Service

Phone: Email: (859)-566-5396 Geoff.Service.CTR@SOFSA.MIL

Project Description: A.T.F. Flooring Restoration Fort Bragg, NC.

Contract \$ Amount: \$118,950.00

Date Completed: 9/2022

**Reference #3:**

Company/Agency Name: Nassau County Board of Commissioners

Address: 76347 Veterans Way Ste. 4000 Yulee, FL. 32097

Contract Person: Bill Howard

Phone: Email: (904)-753-0373

Project Description: Concrete Moisture Barrier System, Repairs and Resinous Flooring-Detention Center Pod Areas

Contract \$ Amount: 170,257.50

Date Completed: 1/2018

**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 Surfacing & Lining, LLC.

Attn: Mack Queen

Mailing Address: 15331 Yellow Bluff Road Jacksonville, FL. 32226

**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): Mack Queen

Title: President

Email Address: mackster\_isl@comcast.net

Phone Number: (904)-751-2236



# FORM C DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that Industrial Surfacing & Lining, LLC. (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."

Mack Queen  
 Authorized Signature  
4/12/2024  
 Date Signed

State of: Florida  
 County of: Duval

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 12<sup>th</sup> day of April, 2024 by Mack Queen who is  personally known to me or  produced FCOL as identification.

Amanda Snow  
 Notary Public  
 My commission expires: July 14, 2027



**FORM D**  
**E-VERIFY AFFIDAVIT**

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

Project Name: Epoxy Services

Bid No./Contract No.: NC24-008-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 D - 1 CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Industrial Surfacing & Lining, LLC. (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 Surfacing & Lining, LLC. (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Mack Queen  
Print Name: Mack Queen  
Date: 4/12/2024

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this April 12, 2024 (Date) by Mack Queen (Name of Officer or Agent, Title of Officer or Agent) of INDUSTRIAL SURFACING + LINING LLC (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 FCID as identification.

Amanda Sney  
Notary Public  
Amanda Sney  
Printed Name

My Commission Expires: July 14, 2027

### FORM D - 2 SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that N/A-No Subcontractors Utilized (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.

Mack Queen  
Print Name: MACK QUEEN  
Date: 4/12/2024

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this April 12, 2024 (Date) by Mack Queen (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 FLDL as identification. MS

Amanda Snow  
Notary Public  
Amanda Snow  
Printed Name

My Commission Expires: July 14, 2027





# Nassau County Sheriff's Office

Sheriff Bill Leeper

## VOLUNTEER ORIENTATION ACKNOWLEDGEMENT

### Nassau County Jail and Detention Facility

I acknowledge that I have been provided basic orientation training to the detention Facility and operating policies and procedures. I agree to comply with established rules and regulations of the detention facility and any violations of the afore-Mentioned will cause for termination of my volunteer status.

Gary Mack Queen Jr.  
PRINT FULL LEGAL NAME

03/08/2024  
DATE

Mack Queen  
SIGNATURE

260-21-6546  
SSN#

Industrial Surfacing & Lining, LLC.  
ORGANIZATION

(904)-751-2236  
(AREA CODE) PHONE NUMBER





**2023 - 2024 LOCAL BUSINESS TAX RECEIPT**

**JIM OVERTON, DUVAL COUNTY TAX COLLECTOR**

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370  
Phone: (904) 255-5700, option 3 Fax: (904) 255-8403  
<https://taxcollector.coj.net/>

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2023 through September 30, 2024 .

INDUSTRIAL SURFACING & LINING LLC  
PO BOX 3291  
JACKSONVILLE, FL 32206-3291

**ACCOUNT NUMBER:** 18373  
**BUSINESS NAME:** INDUSTRIAL SURFACING & LINING LLC  
**PHYSICAL ADDRESS:** 15331 YELLOW BLUFF RD  
JACKSONVILLE, FL 32226  
**CLASSIFICATION CODE:** 326008 PUBLIC SERVICE OR REPAIR, NOT SPECIFIED  
**STATE LICENSE NO:**

**COUNTY TAX:** 33.75  
**MUNICIPAL TAX:** 61.25  
**COUNTY LATE PENALTY:** 0.00  
**MUNICIPAL LATE PENALTY:** 0.00  
**TOTAL TAX:** 95.00

RENEWAL

**VALID UNTIL September 30, 2024**

**2023 - 2024**

**\*\*\*ATTENTION\*\*\***

**THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.**  
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

**THIS BECOMES A RECEIPT AFTER VALIDATION.**

Paid INT-24-00596980 08/03/2023 \$ 95.00