



**AGENDA
PARKS AND RECREATION ADVISORY COMMITTEE
REGULAR MEETING
MAY 9, 2023
5:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. APPROVAL OF MINUTES**
 - 4.1 April 2023 Regular Meeting Minutes
- 5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA**
- 6. PRESENTATION**
 - 6.1 Disc Golf At Simmons Park
- 7. DISCUSSION ITEMS**
 - 7.1 Parks & Recreation Fees: *Seeking Consensus On Recommended Fees*
- 8. STAFF COMMENTS**
 - 8.1 Current RFP - Pickleball Programming Contractor
 - 8.2 Current ITB - Fencing
 - 8.3 General Update - Bike & Pedestrian Task Force - Activities & Schedule
 - 8.4 Staffing Update
 - 8.5 Major Webpage Restructure Coming Soon
 - 8.6 For The June Meeting - Bosque Bello Cemetery – Friends Of Bosque Bello And Restoration Foundation Activities

9. BOARD MEMBER COMMENTS

10. ADJOURNMENT

All members of the public are invited to be present and be heard. Persons with disabilities requiring accommodations in order to participate in this program or activity should contact the City Clerk at 904-310-3115 or TTY/TDD 711 (for the hearing or speech impaired).

The Parks and Recreation Advisory Committee met for a regular meeting on Tuesday, April 11, 2023 at 5pm located in Commission Chambers at City Hall 204 Ash Street. Present were Member Grant, Member Chapman, Vice-Chair Cocchi, Chair Camera, Member Mountjoy, Member Norris.

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MINUTES

4.1 March 23, 2023, Regular Meeting Minutes

Member Chapman made a motion to approve the Regular Meeting Minutes as amended, second by Member Grant. Motion passed being all Ayes.

5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA

No Public Comment

6. DISCUSSION ITEMS

6.1 Draft Parks & Recreation Fees

Director Vorrasi provided a handout to the Committee for review and consideration. All suggestions and concerns should be emailed to Scott Mikelson, Deputy Parks and Recreation Director. This item will be brought back to the Committee for discussion at the May meeting.

6.2 Adult Programing

Director Vorrasi provided an update on adult programming offered by the Parks and Recreation Department. Director Vorrasi stated that she will send flyers to the Committee as programs are offered. Committee members offered other program suggestions.

7. STAFF COMMENTS

Director Vorrasi stated that the department is looking to add disc golf in a city park. Director Vorrasi stated that the parks division is short staffed, six vacancies in the maintenance department and a superintendent position. Director Vorrasi stated that the department hired a contractor to spray the ballfields and parks, spraying will begin on April 20.

8. BOARD MEMBER COMMENTS

Vice-Chair Cocchi welcomed Member Burrero to the advisory board. Vice-Chair Cocchi also requested an update on the annexation of the partial of land at Main Beach for the expansion of the skate park. Staff provided information.

Member Grant suggested a workshop to discuss administrative procedures and responsibilities, authorities, goals and laws that pertain to the committee.

PRAC MINUTES

04/11/2023

Member Chapman stated that he would like to know the one-year goal for the Parks and Recreation Department so that the Committee could align with the goals of the department. This will allow the committee to better support the department and its goals.

9. ADJOURNMENT

Meeting adjourned at 6:34pm

Ms. Catherine Vorrasi, Director, Parks and Recreation, City of Fernandina Beach

An offer to engage in a Public Private Partnership.

8 Flags Disc Golf Association and NSB Disc Golf Club Inc., offering to work with the City of Fernandina Beach to provide a championship level Disc Golf Course at Simmons Park under Public Private Partnership. (3-P).

The Club will provide a professionally designed Disc Golf course layout that will allow for concurrent use by others, namely trail hiking. Further, the Club will provide 19 professional Disc Golf Targets. Our partnership will assure the city there will be a point of contact from the Club, to maintain the targets, signage and teepads, and to assist the City employees in installing the course.

The City would need to provide tee pads, and a signage package that includes both the disc golf course and the interpretive and wayfinding trail markings. The city would need to assist in the cleaning and selective clearing and grubbing.

The Club members are local business and professional men and women, and we respectfully make this offer of 3-P to our city.

We appreciate your time and consideration, and if you have further questions, please contact Tommy Goad, 8FDGA President at 904 206 3258 or Gene Varano, Master Disc Golf Course Designer, at 386 663 2754.

Thank you.

**PARKS & RECREATION
2023 PROPOSED FEES WITH EXISTING STRUCTURE**

Facility Usage	Current Resident	Proposed Resident	Current Non-Resident	Proposed Non-Resident
Annual Maintenance Fee	n/a	same	\$30	same
City Resident ID Card	\$10 replacement	same	n/a	same
Aquatics				
Daily Public Swim/Lap Swim	\$5	same	\$10	same
10-Day Pass Public Swim/Lap Swim (10-day pass; no expiration)	\$40	same	\$60	same
1-Month Individual Pool Pass	\$40	same	\$50	same
1-Month Couples Pool Pass (2 people living at same residence)	\$60	same	\$75	same
1-Month Family Pool Pass (Individual/Couple and < 4 dependents)	\$75	same	\$94	same
4-Month Individual Pool Pass	\$120	same	\$150	same
4-Month Couples Pool Pass	\$180	same	\$225	same
4-Month Family Pool Pass	\$225	same	\$281	same
Pool Rental				
Private Pool Rental, 2 hrs, 1-40 people (ARC or MLK)	\$200	same	\$250	same
Each additional hour	\$100	same	\$125	same
Private Pool Rental, 2 hrs, 41-60 people (ARC only)	\$240	same	\$300	same
Each additional hour	\$120	same	\$150	same
Commercial rentals				
2 hrs, 1-40 people (ARC or MLK)	\$400	same	\$400	same
Each additional hour	\$200	same	\$200	same
2 hrs, 41-60 people (ARC only)	\$480	same	\$480	same
Each additional hour	\$240	same	\$240	same
Swim Lessons				
Group Lessons, Levels 1 and 2 and Stroke Clinics (1 Week)	\$60	\$10/lesson	\$75	\$12/lesson
Group Lessons, Levels 3 and 4 (2 weeks)	\$90	\$10/lesson	\$113	\$12/lesson
Private Lessons (4 Sessions)	\$120	same	\$150	same
Aqua Aerobics				
Daily (1 class)	\$7	same	\$12	same
10-day Pass (no expiration)	\$60	same	\$80	same
1-Month Pass (1 class/day; any class)	\$60	same	\$75	same
4-Month Pass (1 class/day; any class)	\$240	same	\$300	same
Fitness/Weight Room/Pool Combination				
1-Month Pass Individual	\$70	same	\$88	same
1-Month Pass Couple	\$110	same	\$125	same
4-Month Pass Individual	\$210	same	\$263	same
4-Month Pass Couple	\$330	same	\$413	same
Fitness/Weight Room				
Daily Pass	\$5	same	\$10	same
10-day Pass (no expiration)	\$30	same	\$50	same
1-Month Individual Pass	\$30	same	\$38	same
1-Month Couple Pass	\$50	same	\$63	same
4-Month Individual Pass	\$90	same	\$113	same
4-Month Couple Pass	\$150	same	\$188	same
Gym Use (Volleyball/Soccer)				
Daily Pass	\$3	same	\$5	same

Cemetery				
Cemetery Lots (65% for lot; 35% for perpetual care)	\$1,700	same	\$2,100	same
Tree Lot (For Cremated Internments Only)	\$550	same	\$700	same
Deed Transfer Fee	\$75	same	\$75	same
Burial Permits (Includes Disinterment)	\$45	same	\$45	same
Monument Permits	\$45	same	\$45	same
Perpetual Care Fee In Ancient Section	\$0	remove \$600 fee	\$0	remove \$600 fee
Cancellation of Auto Pay	\$50	same	\$50	same
Buy Back Price for lot sold for \$50 or less	\$200	same	\$200	same
Buy Back Price for lot sold for \$51-\$100	\$300	same	\$300	same
Buy Back Price for lot sold for \$350-\$450	\$600	same	\$600	same
Buy Back Price for lot sold for \$525-\$600	\$800	same	\$800	same
Buy Back Price for lot sold for \$795 and up	\$1,000	same	\$1,000	same
Facility (Indoor) Rentals				
Atlantic Recreation Center (ARC) Rooms				
Auditorium Private Full Day	\$700	same	\$876	same
Auditorium Private Half Day	\$350	same	\$438	same
Auditorium Commercial Full Day	\$1,250	same	\$1,250	same
Auditorium Commercial Half Day	\$625	same	\$625	same
Auditorium Civic Full Day	\$450	same	\$450	same
Auditorium Civic Half Day	\$225	same	\$225	same
Martin Luther King, Jr. (MLK) Recreation Center				
Auditorium Private Full Day	\$450	same	\$540	same
Auditorium Private Half Day	\$225	same	\$270	same
Auditorium Commercial Full Day	\$790	same	\$790	same
Auditorium Commercial Half Day	\$395	same	\$395	same
Auditorium Civic/Non-Profit Full Day	\$300	same	\$300	same
Auditorium Civic/Non-Profit Half Day	\$150	same	\$150	same
Peck Center				
Gym Private Full Day	\$600	same	\$720	same
Gym Private Half Day	\$300	same	\$360	same
Gym Commercial Full Day	\$800	same	\$800	same
Gym Commercial Half Day	\$400	same	\$400	same
Gym Civic/Non-Profit Full Day	\$350	same	\$350	same
Gym Civic/Non-Profit Half Day	\$175	same	\$175	same
Instructor Room Private Full Day	\$300	same	\$360	same
Instructor Room Private Half Day	\$150	same	\$180	same
Instructor Room Commercial Full Day	\$450	same	\$450	same
Instructor Room Commercial Half Day	\$225	same	\$225	same
Instructor Room Civic/Non-Profit Full Day	\$150	same	\$150	same
Instructor Room Civic/Non-Profit Half Day	\$75	same	\$75	same
Auditorium Private Full Day	\$420	same	\$526	same
Auditorium Private Half Day	\$210	same	\$263	same
Auditorium Commercial Full Day	\$650	same	\$650	same
Auditorium Commercial Half Day	\$325	same	\$325	same
Auditorium Civic/Non-Profit Full Day	\$262	same	\$262	same
Auditorium Civic/Non-Profit Half Day	\$131	same	\$131	same
Additional Fees (Indoor Facilities)				
Attendant (per hour)	\$25	same	\$25	same
Additional rental time (per hour)	\$100	same	\$100	same
Sound system (per day; Atlantic Recreation Center and Peck Center)	\$50	same	\$50	same
Facility (Outdoor) Rentals				
Park Pavilions				
Private Full Day	\$75	same	\$94	same
Private Full Day (with electricity)	\$125	same	\$156	same
Private Half Day	\$38	same	\$47	same
Private Half Day (with electricity)	\$63	same	\$79	same
Commercial Full Day	\$150	same	\$150	same
Commercial Full Day (with electricity)	\$200	same	\$200	same
Commercial Half Day	\$75	same	\$75	same
Commercial Half Day (with electricity)	\$100	same	\$100	same

Open/Green Space				
Private Full Day	\$400	same	\$500	same
Private Half Day	\$200	same	\$250	same
Commercial Full Day	\$750	same	\$750	same
Commercial Half Day	\$500	same	\$500	same
Civic/Non-Profit Full Day	\$300	same	\$300	same
Civic/Non-Profit Half Day	\$150	same	\$150	same
Marquee (per day/per side)	\$25	same	\$25	same
Marquee (existing tenant; per day/per side)	\$20	same	\$20	same
Athletic Fields				
Private (Day; 6:00 AM to 6:00 PM)	\$100	same	\$125	same
Private (Night; 6:00 PM to 10:00 PM; includes lighting)	\$150	same	\$188	same
Commercial	\$200	same	\$200	same
Civic/Non-Profit (Day)	\$75	same	\$75	same
Civic (Night)	\$120	same	\$120	same
Field Prep (if requested)	\$100	same	\$100	same
Programs and Activities				
<i>Pre-School, After School, Summer Camp</i>				
Pre-K/Day Care Full Day (per week)-	\$105		\$131	
Pre-K/Day Care Full Day (additional siblings; ea.)-	\$95		\$121	
Pre-K Half Day (per week)-	\$55		\$69	
Pre-K Half Day (additional siblings; ea.)-	\$45		\$59	
After School Programming (per week)	\$65	same	\$81	same
After School Programming (additional siblings; ea.)	\$55	same	\$71	same
After School Tutoring (MLK Rec. Center; per week)	\$25			
After School Tutoring (additional siblings; ea.)	\$20			
Summer Camp (per week)	\$95	same	\$119	same
Summer Camp (additional siblings; ea.)	\$85	same	\$109	same
Summer Camp (MLK; per week)-	\$30		\$30	
Before & After Camp Care (per week)	\$25		\$30	
Lighthouse Tours				
Public Lighthouse Tour (adult)	\$10	same	\$10	same
Public Lighthouse Tour (< 12 years old)	\$5	same	\$5	same
Private Lighthouse Tour (Weekday)	\$200	same	\$200	same
Private Lighthouse Tour (Weekend)	\$250	same	\$250	same
Lighthouse DVD \$15	\$15	same	\$15	same
Lighthouse Filming Fee (initial two hours)	\$200	same	\$200	same
Lighthouse Filming Fee (additional hours; ea.)	\$100	same	\$100	same
Greenway Tour				
Greenway Tour (adult)	\$10	same	\$10	same
Greenway Tour (< 12 years old)	\$5	same	\$5	same
Beach Wheelchair Rental				
Beach Wheelchair (weekly)	\$30	same	\$38	same
Beach Wheelchair Delivery Fee (within City limits)	\$50	same	\$50	same

Special Events				
Special Event Permit Fee (< 200 estimated attendees)	\$100	same	\$100	same
Special Events Permit (> 200 estimated attendees)	\$300	same	\$300	same
Co-Sponsored Event Cleanup Fee (per event)	\$500	same - change to "security deposit"	\$500	same - change to "security deposit"
Parade Permit Fee	\$25	same	\$25	same
Banner Permit (< 3 locations: Centre/8th; Lime/8th; street lamps)	\$50	same	\$50	same
Banner Hanging Fee (Centre/8th)	\$75	same	\$75	same
Banner Hanging Fee (Lime/8th)	\$50	same	\$50	same
Banner Hanging Fee (Street Lamps; per pole)	\$15	same	\$15	same
Tent Permit	\$25	same	\$25	same
Private Parking Lot Full Day	\$400	same	\$500	same
Private Parking Lot Half Day	\$200	same	\$250	same
Commercial Parking Lot Full Day	\$750	same	\$750	same
Commercial Parking Lot Half Day	\$500	same	\$500	same
Civic/Non-Profit Parking Lot Full Day	\$300	same	\$300	same
Civic/Non-Profit Parking Lot Half Day	\$150	same	\$150	same
Barricades (ea.; includes delivery)	\$20	same	\$20	same
Cones (ea.; includes delivery)	\$5	same	\$5	same
Water Usage Fee (per day)	\$75	same	\$94	same
Power Usage Fee (per day; min. \$94) Actual metered usage	min \$75	same	min \$94	same
Commercial Running/Biking Events (per participant)	\$5	same	\$5	same
Overnight Parking Fee (per vehicle)	\$25	same	\$25	same
Storage Fee (per day)	\$100	same	\$100	same
Picnic Table Fee (up to three tables)	\$100	same	\$100	same
Filming Permit Fee (per day; with 15 days notice)	\$200	same	\$200	same
Filming Permit Fee (per day; with < 15 days notice)	\$300	same	\$300	same
Closure of Centre Street (per day)	\$1,000	same	\$1,000	same
Closure of Side Street/Parking Lot/Right Of Way (per day)	\$500	same	\$500	same
Closure of Greenway	new option	\$500	new option	\$500

*Department Recommendation

PARKS & RECREATION 2023 PROPOSED CONSOLIDATED FEE STRUCTURE				
City Resident CURRENT	City Resident PROPOSED	ADMINISTRATIVE FEES	Non-City Resident CURRENT	Non-City Resident PROPOSED
n/a	same	Non-Resident Annual Fee	\$30	same
\$10 for replacement	same	City Resident ID Card	n/a	same
City Resident CURRENT	City Resident PROPOSED	YOUTH SERVICES	Non-City Resident CURRENT	Non-City Resident PROPOSED
\$65	same	After School Programming	\$81	same
\$55	same	After School Programming (each additional sibling)	\$71	same
		Summer Camp (Weekly Rates)		
\$95	same	Summer Camp	\$119	same
\$85	same	Summer Camp (additional siblings; ea.)	\$109	same
		Swimming Lessons		
\$60 (1 week-5 lessons) \$90 (2 weeks-10 lessons)	\$10 per lesson	Group Swim Lessons	\$75 (1 week-5 lessons) \$113 (2 weeks-10 lessons)	\$12 per lesson
120 (4 lessons)	same	Private Swim Lessons	150 (4 lessons)	same
City Resident CURRENT	City Resident PROPOSED	AQUATICS	Non-City Resident CURRENT	Non-City Resident PROPOSED
\$5	same	Daily Public Swim/Lap Swim	\$10	same
\$40	same	1 Month Individual Pass	\$50	same
\$60	same	1 Month Couples Pass	\$75	same
\$75	same	1 Month Family Pass	\$94	\$95
	\$35	Individual Month-to-Month Membership		\$45
	\$55	Couples Month-to-Month Membership		\$70
	\$70	Family Month-to-Month Membership		\$90
	\$385	Annual Individual Membership		\$495
	\$605	Annual Couples Membership		\$770
	\$770	Annual Family Membership		\$990
		Pool Rentals		
\$200	same	Private Pool Rental (1-40 ppl) MLK or ARC	\$250	same
\$100	same	Each additional hour	\$125	same
\$240	same	Private Pool Rental (41-60 ppl) ARC Only	\$300	same
\$120	same	Each additional hour	\$150	same
		Aqua Aerobics		
\$7	same	Aqua Aerobics Daily Fee	\$12	same
\$60	same	Aqua Aerobics 1 Month Pass	\$75	same
	\$55	Aqua Aerobics Month-to-Month Membership		\$70
	\$605	Aqua Aerobics Annual Membership		\$770
City Resident CURRENT	City Resident PROPOSED	FITNESS & WEIGHT ROOM (PASSES/MEMBERSHIPS)	Non-City Resident CURRENT	Non-City Resident PROPOSED
\$5	same	Daily Pass	\$10	same
\$30	same	1 Month Individual Pass	\$38	\$40
\$50	same	1 Month Couples Pass	\$63	\$65
	\$25	Individual Month-to-Month Membership		\$35
	\$45	Couples Month-to-Month Membership		\$60
	\$275	Annual Individual Membership		\$385
	\$495	Annual Couples Membership		\$660
\$3	same	Open Gymnasium Use (Basketball, Volleyball, Soccer)	\$5	same
City Resident CURRENT	City Resident PROPOSED	COMBINATION (Fitness, Weight Room, Pool) (PASSES/MEMBERSHIPS)	Non-City Resident CURRENT	Non-City Resident PROPOSED
\$70	\$65	1 Month Individual Pass	\$88	\$85
\$110	\$105	1 Month Couples Pass	\$125	\$135
	\$45	Individual Month-to-Month Membership		\$65
	\$85	Couples Month-to-Month Membership		\$105
	\$495	Annual Individual Membership		\$715
	\$935	Annual Couples Membership		\$1,155

City Resident CURRENT	City Resident PROPOSED	FACILITY RENTALS (INDOOR)	Non-City Resident CURRENT	Non-City Resident PROPOSED
\$25	same	Attendant (per hour)	\$25	same
\$100	same	Additional rental time (per hour)	\$100	same
\$50	same	Sound system (per day; ARC and Peck Center)	\$50	same
		Atlantic Recreation Center (ARC)		
\$700/\$350	same	Auditorium Private Full Day / Half Day	\$876/\$438	same
\$1250/\$625	same	Auditorium Commercial Full Day / Half Day	\$1250/\$625	same
\$450/\$225	same	Auditorium Civic Full Day / Half Day	\$450/\$225	same
		Martin Luther King, Jr. Recreation Center		
\$450/\$225	same	Auditorium Private Full Day / Half Day	\$540/\$270	same
\$790/\$395	same	Auditorium Commercial Full Day / Half Day	\$790/\$395	same
\$300/\$150	same	Auditorium Civic/Non-Profit Full Day / Half Day	\$300/\$150	same
		Peck Center		
\$600/\$300	same	Gym Private Full Day / Half Day	\$720/\$360	same
\$800/\$400	same	Gym Commercial Full Day / Half Day	\$800/\$400	same
\$350/\$175	same	Gym Civic/Non-Profit Full Day / Half Day	\$350/\$175	same
\$300/\$150	same	Instructor Room Private Full Day / Half Day	\$360/\$180	same
\$450/\$225	same	Instructor Room Commercial Full Day / Half Day	\$450/\$225	same
\$150/\$75	same	Instructor Room Civic/Non-Profit Full Day / Half Day	\$150/\$75	same
\$420/\$210	same	Auditorium Private Full Day / Half Day	\$526/\$263	same
\$650/\$325	same	Auditorium Commercial Full Day / Half Day	\$650/\$325	same
\$262/\$131	same	Auditorium Civic/Non-Profit Full Day / Half Day	\$262/\$131	same
City Resident CURRENT	City Resident PROPOSED	FACILITY RENTALS (OUTDOOR)	Non-City Resident CURRENT	Non-City Resident PROPOSED
		Marque Signs (Main Beach, ARC, or Lime St/8th St.)		
\$25	same	Marquee (per day/per side) \$25	\$25	same
\$20	same	Marquee (existing tenant; per day/per side) \$20	\$20	same
		Park Pavilions		
\$75/\$38	same	Private Full Day / Half Day	\$94/\$47	same
\$125/\$63	same	Private Full Day / Half Day (with electricity)	\$125/\$63	same
\$150/\$75	same	Commercial Full Day / Half Day	\$150/\$75	same
\$200/\$100	same	Commercial Full Day / Half Day (with electricity)	\$200/\$100	same
		Open/Green Space		
\$400/\$200	same	Private Full Day / Half Day	\$500/\$250	same
\$750/\$500	same	Commercial Full Day / Half Day	\$750/\$500	same
\$300/\$150	same	Civic/Non-Profit Full Day / Half Day	\$300/\$150	same
		Athletic Fields (Day; 6:00 AM to 6:00 PM) (Night; 6:00 PM to 10:00 PM; includes lights)		
\$100/\$150	same	Private Day/Night	\$125/\$188	same
\$200/\$200	same	Commercial Day/Night	\$200/\$200	same
\$75/\$120	same	Civic/Non-Profit Day/Night	\$75/\$120	same
\$100	same	Field Prep (if requested)	\$100	same
		City-Based Non-Profit Youth Sport Organizations/Leagues		
\$25/hour	same	Water-Based (pools)	n/a	n/a
no fee	\$4/player/season	Land-Based (fields, courts, parks)	n/a	n/a
City Resident CURRENT	City Resident PROPOSED	FACILITY TOURS & ACCESS	Non-City Resident CURRENT	Non-City Resident PROPOSED
		Amelia Island Lighthouse		
\$10	same	Public Lighthouse Tour (adult)	\$10	same
\$5	same	Public Lighthouse Tour (< 12 years old)	\$5	same
\$200	same	Private Lighthouse Tour (Weekday)	\$200	same
\$250	same	Private Lighthouse Tour (Weekend)	\$250	same
\$15	same	Lighthouse DVD	\$15	same
\$200	same	Lighthouse Filming Fee (initial two hours)	\$200	same
\$100	same	Lighthouse Filming Fee (Each additional hour)	\$100	same
		Egan's Creek Greenway		
\$10	same	Greenway Tour (adult)	\$10	same
\$5	same	Greenway Tour (< 12 years old)	\$5	same
		Beach Access Wheelchairs		
\$30	same	Beach Wheelchair (weekly) \$38	\$38	same
\$50	\$25	Beach Wheelchair Delivery Fee (within City limits)	\$50	\$25

City Resident CURRENT	City Resident PROPOSED	SPECIAL EVENTS	Non-City Resident CURRENT	Non-City Resident PROPOSED
		City Fees & Permits		
\$25	same	Special Event Permit Fee (< 200 estimated attendees)	\$25	same
\$50	same	Special Events Permit (> 200 estimated attendees)	\$50	same
\$50	same	Banner Permit (< 3 locations: Centre/8th; Lime/8th; street lamps)	\$50	same
\$75	same	Banner Hanging Fee (Centre/8th)	\$75	same
\$50	same	Banner Hanging Fee (Lime/8th)	\$50	same
\$15	same	Banner Hanging Fee (Street Lamps; per pole)	\$15	same
\$5	same	Commercial Running/Biking Events (per participant)	\$5	same
\$500	Change to "security deposit" \$250	Co-Sponsored Event Cleanup Fee (per event)	\$500	Change to "security deposit" \$250
\$200	same	Filming Permit Fee (per day; with 15 days notice)	\$200	same
\$300	same	Filming Permit Fee (per day; with < 15 days notice)	\$300	same
\$25	same	Parade Permit Fee	\$25	same
\$100	same	Storage Fee (per day)	\$100	same
\$25	same	Tent Permit	\$25	same
\$75	same	Utility - Water Usage Fee (per day)	\$94	same
min \$75	same	Utility - Power Usage Fee (per day; min. \$94) Actual metered usage	min \$94	same
		Street Closure Fees		
\$1,000	same	Closure of Centre Street (per day)	\$1,000	same
\$500	same	Closure of Side Street/Parking Lot/Right Of Way (per day)	\$500	same
new offering	\$500	Closure of Greenway	new offering	\$500
		Parking Fees		
\$400/\$200	same	Private Parking Lot Full Day / Half Day	\$500/\$250	same
\$750/\$500	same	Commercial Parking Lot Full Day / Half Day	\$750/\$500	same
\$300/\$150	same	Civic/Non-Profit Parking Lot Full Day / Half Day	\$300/\$150	same
\$25	same	Overnight Parking Fee (per vehicle)	\$25	same
		Rentable Equipment		
\$20	same	Barricades (ea.; includes delivery)	\$20	same
\$5	same	Cones (ea.; includes delivery)	\$5	same
\$100	same	Picnic Table Fee (up to three tables)	\$100	same
City Resident CURRENT	City Resident PROPOSED	BOSQUE BELLO CEMETERY	Non-City Resident CURRENT	Non-City Resident PROPOSED
\$1,700	same	Cemetery Lots	\$2,100	same
\$550	same	Tree Lot (For Cremated Internments Only)	\$700	same
\$75	same	Deed Transfer Fee	\$75	same
\$45	same	Burial Permits (Includes Disinterment)	\$45	same
\$45	same	Monument Permits	\$45	same
\$600	\$0 (remove fee)	Perpetual Care Fee In Ancient Section	\$600	\$0 (remove fee)
\$50	same	Cancellation of Auto Pay	\$50	same
\$200	same	Buy Back Price for lot sold for \$50 or less	\$200	same
\$300	same	Buy Back Price for lot sold for \$51-\$100	\$300	same
\$600	same	Buy Back Price for lot sold for \$350-\$450	\$600	same
\$800	same	Buy Back Price for lot sold for \$525-\$600	\$800	same
\$1,000	same	Buy Back Price for lot sold for \$795 and up	\$1,000	same

PARKS AND RECREATION DEPARTMENT

FINANCIAL ASSISTANCE PROGRAM



Overview

The City of Fernandina Beach Parks and Recreation Department offers a variety of programs for all ages. The City strives to make these programs accessible to all its residents. Therefore, a financial assistance program is available for those who would not otherwise be able to afford to participate in these programs.

Goal

The goal of the financial assistance program is to create recreational opportunities and to assist residents of the community in temporary hardship or special times of need. The City of Fernandina Beach is committed to providing the benefits of recreation to all of its residents.

Guidelines

1. Financial assistance is awarded for most programs, classes and camps. Some activities may not be eligible for financial assistance. If you have questions regarding eligibility, please contact the Parks & Recreation Department. The financial assistance program includes the Atlantic Fitness Room, the Peck Gym Weightroom, the Atlantic Avenue Pool, the MLK, Jr. Center Pool, and some youth programs.
2. **Residency:** The financial assistance program is available to City of Fernandina Beach residents only. Proof of residency is required; valid driver's license, utility bill, voter registration or housing lease.
3. **Establishing financial need:** Financial assistance considerations for children are based on verification of eligibility to participate in the federal free or reduced school lunch program. Please attach a copy of your lunch program letter that you received from the Nassau County School Board. This information is required in order to complete the financial assistance application. Financial assistance for adults will be based on financial documents that will be required for consideration.
4. **Submission Deadline:** All financial assistance requests must be submitted on the appropriate form a minimum of 2 weeks prior to the first registration date of the program, class or camp. If class schedules are not out two weeks prior to the first registration date, this requirement may be waived by staff. It is helpful to have applications submitted early to aid in the process of consideration and approvals.
5. **Award Amounts:** Each application will be considered individually. Filling out an application is not an automatic assurance of a financial assistance award. Applicants will receive notification or an update of their status within one week of their initial application submission.

For financial assistance that is approved, the following guidelines apply:

- a. Financial assistance is awarded based on residency, financial need, and/or federal school lunch program status.
 - b. **Residents** who meet the financial need requirement or are on the federal school lunch program receive up to a 75% subsidy.
6. **Registration:** Registration for the program, class or camp is still required. The financial assistance application does not replace or supersede the registration process. If spots are not available at the time of application, a program, class or camp cannot be awarded unless space becomes available.

7. **Maximums:** Financial assistance is limited to one class per person per season, not to exceed four approved financial assistance applications per year. Residents who qualify will receive up to \$250.00 per qualifying family member, per calendar year. When submitting a financial assistance application form, financial assistance is not guaranteed and may be limited due to program or camp capacity numbers. Staff may choose to waive this maximum for classes that involve a safety related or progressive learning skills (e.g. swim lessons).
8. **Remaining Balances:** Financial assistance recipients will still be responsible for a portion of the program, class or camp fee. In order to participate, approved applicants must pay in full their designated portion of the registration fee before the first day of the program.

Any additional costs that are not a part of the registration fee, such as supplies, costs associated with trips or additional equipment, are not covered by the financial assistance program and are the responsibility of the financial assistance recipient.

9. **Cancellations:** If a financial assistance recipient finds they are unable to attend the registered activity, it is the recipient's responsibility to notify the Department to cancel at least 7 days prior to the start of the activity.

If a financial assistance recipient cancels an awarded program, class or camp, the financial assistance cannot be transferred to another program, class or camp during that season or any following season, and the recipient will not be eligible for another financial assistance consideration during that same season. Refund of the fee portion paid by the financial assistance recipient will be processed and refunded following our normal cancellation/refund policies.

If a financial assistance recipient fails to notify the Department of the above-mentioned cancellation, the recipient will be ineligible for a financial assistance award for one full year.

10. All financial assistance applications must be hand-delivered to the Parks & Recreation Administration Office, 2500 Atlantic Avenue, and submitted in an envelope addressed to the Director of Parks and Recreation.
11. The City Commission reserves the right to modify or update the financial assistance program guidelines when necessary.

Eligibility Guidelines

<u>HOUSEHOLD SIZE</u>	<u>ANNUAL INCOME</u>
1 PERSON	≤ \$24,000
2 PERSONS	≤ \$37,500
3 PERSONS	≤ \$42,200
4 PERSONS	≤ \$46,850
5 PERSONS	≤ \$50,600
6 PERSONS	≤ \$54,350

*Children receiving free or reduced lunch also qualify for fee assistance

PARKS & RECREATION DEPARTMENT

FINANCIAL ASSISTANCE APPLICATION (FOR CITY RESIDENTS ONLY)

This form is for services and/or programs with admission-based fees only.



IN ORDER TO APPLY FOR ASSISTANCE: You must complete and return the financial assistance form plus provide the required documentation needed to prove household income or free and reduced lunch to the Atlantic Recreation Center, 2500 Atlantic Ave., Fernandina Beach, Florida, 32034. All information is kept confidential.

- If you are on disability you need to bring in a copy of your disability and/or social security statements.
 - If you have more than one child that qualifies for free and reduced lunch you will need to bring a letter for each child.
 - In order to include other children that are not on free and reduced lunch, or a spouse, you will need to prove that you can claim them on your most current federal tax return. A copy of your most recent federal tax return must be turned in with the form.
 - A household does not mean who lives in the house with you. It is for your children, you, and your spouse. This must be proven through your most current federal income tax return. A copy of your tax statements must be turned in with the form.
- After qualification has been determined, the documents will be shredded.

HEAD OF HOUSEHOLD*: MUST PRINT; PLEASE COMPLETE ALL FIELDS

*Last Name _____ *First Name _____ *Birthday MM/DD/YYYY _____

*Gender: Male _____ or Female _____ Emergency Contact/Phone _____

*Street Address: _____

*City: _____ State _____ Zip Code _____

*Primary Phone: _____ Secondary Phone: _____

*Primary E-Mail: _____

Secondary E-Mail _____

Medical notes: _____

FAMILY MEMBER INFORMATION

*First Name	*Last Name	*Birthdate(MM/DD/YYYY)	*Gender	Phone	E-mail

REQUESTING FREE OR REDUCED FEE PARTICIPATION IN THE FOLLOWING ELIGIBLE PROGRAMS (check all that apply):

- ☐ Public Swim/Lap Swim
 ☐ Water Aerobics
 ☐ Atlantic Fitness / Peck Gymnasium
 ☐ Youth Program _____

DOCUMENTATION PROVIDED: (MORE THAN ONE MAY BE NEEDED.)

- ☐ Disability and/or Social Security Statement
☐ Free and Reduced lunch forms for each child
☐ Current Federal Income Tax Return

Office Use Only:

Circle One:

Date Received: _____ Staff Initials: _____

Date Submitted for Approval: _____

APPROVED DENIED

**CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL
RFP 23-08 PICKLEBALL PROGRAMMING CONTRACTOR**

INTRODUCTION

The City of Fernandina Beach, Florida, is soliciting proposals from qualified individuals or professional pickleball instructor organization to serve as an independent **PICKLEBALL PROGRAMMING CONTRACTOR** to provide instruction for the Parks and Recreation Department's Youth and Adult Pickleball programs.

The City will receive sealed proposals at the location stated below not later than **2:00pm, May 11, 2023**.

Any submittal received after the above stated time and date will not be considered. It will be the sole responsibility of the Respondent to have its submittal delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile, or electronic submittals will not be accepted. Delay in delivery will be the sole responsibility of the Respondent. Submittals received after the deadline will not be considered.

RESPONDENTS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS FOR OTHER IMPORTANT INFORMATION REGARDING THE REQUEST FOR PROPOSAL PROCESS, REQUIREMENTS AND EXHIBITS.

The original RFP submittal (**1 original, 5 copies and 1 electronic copy, CD, or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **RFP 23-08** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **RFP #23-08**
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The competitive sealed Submittal must be accompanied by a **Contact Sheet**, herein provided as "**Exhibit A**", "**Public Entity Crimes**", herein provided as "**Exhibit B**", "**Drug-Free Workplace Certification**" herein provides as "**Exhibit C**", "**E-Verify Statement**" herein provided as "**Exhibit D**", "**Proposer Acknowledgements and Agreements**", herein provided as "**Exhibit E**", "**Conflict of Interest**", herein provided as, "**Exhibit F**", "**Non-Collusion Affidavit**", herein provided as "**Exhibit G**" and "**Dispute Disclosure**", herein provided as "**Exhibit H**".

RESPONDENT SHALL SIGN AND INCLUDE EXHIBITS "A-I". Failure to so, may result in rejection of the submittal.

**CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL
RFP 23-08 PICKLEBALL PROGRAMMING CONTRACTOR**

SCOPE OF SERVICES

Pickleball facilities include:

- Central Park (6 courts)
- MLK Jr. Center (multi-sport court)
- Main Beach (multi-sport court)

If chosen, the Contractor will be the sole provider for programs, camps, and clinics for beginner, intermediate, and advanced level pickleball instruction for youth and adults.

The Parks and Recreation Department will collect the participant fees and pay the Contractor as an independent contractor an amount negotiated under the terms of written cost sharing agreement. The Department will market the programs on the City's website, through social media and other traditional marketing efforts. The Contractor may provide additional marketing with permission of the Department and at their own expense.

The Contractor is responsible for communication between program participations and the Department regarding schedule changes due to weather (or other reasons), incident reports, and other program changes.

The Contractor is responsible for providing all necessary supplies and materials (pickle balls, extra paddles, etc.) for the purposes of providing said pickleball instruction as outlined in this RFP.

Contractor submittal must include evidence of capabilities to perform the role of PICKLEBALL PROFESSIONAL, including a summary of similar previous positions, professional references, proof of professional membership, and other relevant information.

PROPOSAL CONTENT AND SUBMISSION REQUIREMENTS

Respondents must demonstrate satisfactory experience in providing the program which the proposal seeks. Proposal responses should include the following information:

1. Vendor/Company/Individual Background:
 - a. Describe your company's qualifications and experience in providing pickleball programming.
 - b. Identify the qualifications of each of the proposed staff providing instruction.
 - c. List current professional credentials.
 - d. Provide a description of your company's current business and operating structure.
 - e. Describe your company's philosophy.
2. Proposed Services:
 - a. Describe the services that will be provided (including but not limited to youth and adult instruction), teaching methods and the model for program delivery.
 - b. Describe a plan for establishing credibility and engagement within the community.

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REQUEST FOR PROPOSAL
RFP 23-08 PICKLEBALL PROGRAMMING CONTRACTOR**

3. Pricing:

- a. Provide detailed information on recommended program fees.
- b. Share the preferred method of revenue share (percentage of revenue or flat rate per participant)
- c. Pricing for different forms of services – i.e. group lessons, private instruction, league administration, and/or tournament leadership

4. A statement of any conflicts of interest for doing business for the City, including any relationship to City of Fernandina Beach employees or elected officials.

5. References: Please include a list with names, emails and phone numbers of prior and/or current customers or partners.

SELECTION PROCEDURE

The submittals received will be evaluated by qualified personnel of the City. The Evaluation Committee shall be responsible for evaluating the qualifications and capabilities of Respondents who have submitted proposals in response to the Request for Proposals. Committee evaluations shall be conducted in accordance with applicable Florida Public Records Laws, including F.S. 119. Evaluation may include such activity as is deemed appropriated by the Committee to verify the qualifications and capabilities of the proposers and their ability to furnish the required goods or services.

The Evaluation Committee shall review the Submittals and prepare by consensus a recommendation of award to individual or professional it deems to be most qualified and capable to perform the required services.

The Evaluation Committee, at its discretion, may request oral, written or visual presentations from; conduct interviews with; or conduct visits to the office, facilities or projects of the Respondents it selects from among those submitting Proposals.

If the Evaluation Committee decides to entertain presentations or conducts interviews at a subsequent meeting, it shall set the date, place and time for that meeting, then establish the order of presentations of interview before adjourning. The Purchasing Department shall be responsible for notifying all firms of the meeting and order of presentations or interviews.

If no oral presentations or interviews are requested, the Evaluation Committee selection shall be based on its review and evaluation of qualified individual or professional at its initial Committee meeting.

The evaluation of Respondent qualifications and capabilities shall include but not be limited to such factors as: experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; approach to the project; ability to furnish the required services; volume of work previously awarded to each individual or professional submitting qualifications; and such other factors as may be determined by the Evaluation Committee to be applicable to the particular requirements of the project for which the

**CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL
RFP 23-08 PICKLEBALL PROGRAMMING CONTRACTOR**

professional services have been requested.

At the conclusion of its evaluation, the Evaluation Committee shall report its recommendations and order of preference (final ranking) to the Board of Commissioners.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The City is an Equal Opportunity/Affirmative Action employer. The City is committed to equal opportunity employment effort and expects contractors that do business with the City to similarly support such efforts.

PROPOSAL EVALUATION

The City of Fernandina Beach shall be the judge of its own best interests, the submittals, and the resulting Contract. An award may be made to the most responsive and responsible individual or professional whose submittal is determined to be the most advantageous to the City.

The City reserves the right to consider historic information and fact, whether gained from the Respondent's proposal, question and answer conferences, references, and/or other sources in the evaluation process.

The City reserves the right to conduct investigations as deemed necessary by the City to assist in the evaluation of any submittal and to establish the responsibility, qualifications and financial ability of Respondents, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the submittal documents.

It is the Respondent's sole responsibility to submit information related to the evaluation categories. The City is under no obligation to solicit such information if the Respondent fails to include it within their submittal. Failure to provide requested information may result in the rejection of the submittal, or a deduction in evaluation points at the sole discretion of the Evaluation Committee.

EVALUATION OF PROPOSALS

The City will select the most advantageous submittal(s), if any and as determined in its sole and absolute discretion, based on all of the evaluation factors.

Respondents will be evaluated based upon:

- Relevance and Extent of Qualifications, Experience, Reputation and Training of Personnel to be assigned
- Knowledge of the subject matter to be addressed under this Request for Proposals
- Relevance and Extent of Similar Engagements performed
- Proposal contains all required information
- Reasonableness of Shared Fee Proposal

AWARD

Award recommendation will be awarded to the most responsive and responsible individual or professional offering the best value. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all submittals. The City also reserves the right to waive

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minor irregularities or variations to the specifications and in the award process.

Successful Respondent is required to have a Business License in the city where their home office is located. If Respondent's business office is located in the City of Fernandina Beach a business tax license is required.

RFP PACKAGE

Request for Proposal Documents and Specifications can be downloaded online at www.fbfl.us/bids. Any questions regarding the RFP package can be directed in writing to Wanda Weeks, Purchasing Agent, at wweeks@fbfl.org.

CONTACT

Specification questions during the proposal period must be submitted in writing to Wanda Weeks, Purchasing Agent, at wweeks@fbfl.org.

Respondents are hereby put on notice that no contact will be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

ADDENDA

A written response to Respondent questions will be issued via Addendum and posted on the City's website at www.fbfl.us/bids and DemandStar at www.demandstar.com. It is the Respondent's responsibility to check the City's website for Addenda prior to submitting their proposal. The deadline for questions is **ten** days before proposal opening.

If there is an Addendum it becomes part of the original RFP and must be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or professional submitting the proposal. Failure to do so may disqualify the proposal.

**CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL
RFP 23-08 PICKLEBALL PROGRAMMING CONTRACTOR**

GENERAL CONDITIONS OF REQUEST FOR PROPOSAL

- 1. PREPARATION OF PROPOSAL** – REQUEST FOR PROPOSAL will be prepared in accordance with the following:
 - a. The enclosed Contact Sheet/Proposal Form, attached hereto as “Exhibit A”, must be used when submitting your REQUEST FOR PROPOSAL.
 - b. All information required by the Contact Sheet/Proposal Form must be furnished. The Proposer must print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
 - c. Unit prices must be shown and where there is an error in extension of price, the unit price will govern.
 - d. Alternate Proposals will not be considered unless authorized by the Request for Proposal.
 - e. Proposers will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
 - f. Proposers must make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Proposer of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City’s Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
 - g. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Request for Proposal.
 - h. Deliveries are to be FOB Destination unless otherwise specified in the Request for Proposal.
 - i. Deliveries are to be made during regular business hours.
 - j. Proposals and Proposal prices must be valid for a minimum of ninety (90) days, unless otherwise stated on the REQUEST FOR PROPOSAL.
- 2. SUBMISSION OF PROPOSAL**
 - a. Submittals and changes thereto must be enclosed in sealed envelopes and addressed as instructed. The name and address of the respondent, the date and hour of the Request for Proposal opening and the material or service must be placed on the outside of the envelope.
 - b. REQUEST FOR PROPOSAL must be submitted on the forms furnished. Electronic Proposals will not be considered.
- 3. REJECTION OF PROPOSAL**
 - a. The City reserves the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City will be the sole judge of the submittals. The City's decision will be final.

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4. WITHDRAWAL OF PROPOSAL

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

5. LATE PROPOSAL

- a. REQUEST FOR PROPOSAL and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Proposers must comply with all local, state, and federal directives, orders and laws as applicable to the REQUEST FOR PROPOSAL and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the proposal.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the proposal.
- d. The City of Fernandina Beach requires that the Proposer selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the proposal.

7. AWARD OF REQUEST FOR PROPOSAL

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

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8. NOT RESPONSIBLE FOR COSTS

- a. The City will not be responsible for any cost incurred by a prospective Proposer in responding to this REQUEST FOR PROPOSAL.

9. BONDS

- If Proposal is less than \$100,000 no Proposal Bond or Payment and Performance Bond required.
- If Proposal is greater than \$100,000 and is for material only, a Proposal Bond is required but no Payment and Performance Bond is required.
- If Proposal is \$100,000 - \$200,000, and is for services, a Proposal Bond is required but no Payment and Performance Bond is required.
- If Proposal is greater than \$200,000, and is for services, Proposal Bond and Payment and Performance Bond is required.

PROPOSAL BOND:

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

PERFORMANCE AND PAYMENT BONDS:

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

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

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

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10. PUBLIC INFORMATION

- a. All information contained in this Proposal is public information, and as such will be handled in accordance with chapter 119, Florida Statutes.

11. ADDITIONAL INFORMATION

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

12. QUESTIONS

- a. Any questions about the REQUEST FOR PROPOSAL should be communicated per instructions in the REQUEST FOR PROPOSAL.

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

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

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the FIRM/LESSOR must, at its sole expense, maintain the following insurance on its own behalf, and furnish to the CITY certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor" as used in the insurance rider, will mean and include Subcontractors of every tier.

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will

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be performing work on the job.

- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 2. Completed Operations/Products Liability.
 3. Broad Form Property Damage
 4. Personal and Advertising Injury Liability
 5. Independent Contractors
 6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company), their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
 7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.
 8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of [your state] or otherwise acceptable to the Contractor (your company).
 9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000) Dollars.
- D. Umbrella I Excess Liability Insurance with a limit of no less than One Million (\$1, 000,000) dollars minimum per occurrence.
- E. During the term of this agreement, (if applicable) the FIRM/LESSOR will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the FIRM/LESSOR. The amount of insurance must not be less than One Million (\$1,000,000) Dollars per occurrence and aggregate.
- F. Loss Deductible – If the insurance of any FIRM/LESSOR contains deductible(s), penalty(s) or self-insured retention(s), the FIRM/LESSOR Whose insurance contains such provision(s) must be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense must furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which will provide for the interests of [Name of Owner] , [Name of General Contractor] and (your

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company) to be named as Loss Payees and will contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities' named in the contract.

"All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.

- H. The above insurances must each contain the following wording verbatim: "[Name of Owner], [Name of General Contractor] , and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner] , [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested ."
- I. The amount of insurance contained in the aforementioned insurance coverages will not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- J. The Contractor must file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which will be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.
- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.
- M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials must contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.
- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor must be required to maintain limits of liability of not less than One Million (\$1,000,000) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

Payment due hereunder must be made by the City to INDIVIDUAL in accordance with the Florida Prompt Payment Act.

15. PROPOSAL PROTESTS

Proposal protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-444.

**CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL
RFP 23-08 PICKLEBALL PROGRAMMING CONTRACTOR**

16. FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, INDIVIDUAL may not participate in the proposal if INDIVIDUAL is listed in the Excluded Parties List System (EPLS)

a federal suspension and debarment listing. The Federal Government's Excluded Parties List System (EPL) is located at, including but not limited to, <https://www.sam.gov/portal/SAM/>. INDIVIDUAL must include copy of results with bid or proposal.

17. LOBBYING

- a. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the signing of the agreement. CONTRACTORS must not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters must be directed to the City Manager. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

CITY OF FERNANDINA BEACH, FLORIDA
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EXHIBITS

EXHIBIT "A"	Contact Sheet
EXHIBIT "B"	Public Entity Crimes
EXHIBIT "C"	Drug-Free Workplace Certification
EXHIBIT "D"	E-Verify Statement
EXHIBIT "E"	Proposer Acknowledgements and Agreements
EXHIBIT "F"	Conflict of Interest
EXHIBIT "G"	Non-Collusion Affidavit
EXHIBIT "H"	Disputes Disclosure

CITY OF FERNANDINA BEACH, FLORIDA
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EXHIBIT "A"
CONTACT SHEET

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ Fax: _____

Email: _____

Submitted By: _____

Title: _____

Accounting Contact:

Name: _____ Title: _____

Email Address: _____ Phone: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL
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EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

**CITY OF FERNANDINA BEACH, FLORIDA
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7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

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

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

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
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RFP 23-08 PICKLEBALL PROGRAMMING CONTRACTOR**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ PHONE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL
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EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I acknowledge and agrees to the following:

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

1. All persons employed by the INDIVIDUAL during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the INDIVIDUAL to perform work pursuant to the contract with the Department.

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
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RFP 23-08 PICKLEBALL PROGRAMMING CONTRACTOR**

EXHIBIT “E”

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or individual presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this ITB/RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER’S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER’S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER’S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: _____ Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL
RFP 23-08 PICKLEBALL PROGRAMMING CONTRACTOR**

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above-named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fernandina Beach.

**CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL
RFP 23-08 PICKLEBALL PROGRAMMING CONTRACTOR**

Signature

Date

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

My Commission expires: _____

Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL
RFP 23-08 PICKLEBALL PROGRAMMING CONTRACTOR**

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20__, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
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EXHIBIT “H”

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO___

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES___NO___

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES___NO___

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Firm

Date

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB #23-13
CONTRACT FOR FENCING PROJECTS AS SPECIFIED FOR CITY FACILITIES

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **CONTRACT FOR FENCING PROJECTS AS SPECIFIED FOR CITY FACILITIES** for the City of Fernandina Beach, Florida.

The City will receive sealed bids at the location stated below not later than **2:30PM(EST), May 11, 2023**.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its Bid delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or telegraphic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to authorization and appropriation of funds in the fiscal year.

BIDDERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS FOR OTHER IMPORTANT INFORMATION REGARDING THE BID PROCESS, REQUIREMENTS AND EXHIBITS.

The original bid submittal (**1 original, 3 copies and 1 electronic copy, CD or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB #23-13** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB #23-13**
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The bid shall be submitted on the specified **Contact Sheet**, hereto attached as "**Exhibit A**" and **Bid Pricing Form**, hereto attached as "**Exhibit A-1**". The person signing the Bid Response Form shall have the authority to bind the proposer to the Bid. All information on the Bid form shall be provided, or the Bid may not be accepted.

The competitive sealed Bid shall be accompanied by a "**Public Entity Crimes**", herein provided as "**Exhibit B**", "**Drug-Free Workplace Certification**" herein provides as "**Exhibit C**", "**E-Verify Statement**" herein provided as "**Exhibit D**", "**Proposer Acknowledgements and Agreements**", herein provided as "**Exhibit E**", "**Conflict of Interest**", herein provided as, "**Exhibit F**", "**Non-Collusion Affidavit**", herein provided as "**Exhibit G**" and "**Dispute Disclosure**", herein provided as "**Exhibit H**", "**Statement of Bidders Qualifications form**", hereto provided as "**Exhibit I**", "**Federal Requirements for ARPA Funds**", herein provided as "**Exhibit I**", "**Sample Contract**" City of Fernandina Beach provided as separate document.

CONTRACTOR SHALL SIGN AND INCLUDE EXHIBITS "A-I". Failure to do so may result in rejection of the bid submittal.

An example of the City of Fernandina Beach contract is included.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB #23-13
CONTRACT FOR FENCING PROJECTS AS SPECIFIED FOR CITY FACILITIES

In accordance with Item 16, General Terms and Conditions, please provide **proof the Contractor/Vendor is not listed in the Excluded Parties List System**, a federal suspension and debarment listing.

SCOPE OF SERVICES

SPECIFICATIONS FOR ON-CALL FENCING SERVICES

The Contractor will be responsible to furnish all services, labor, materials, equipment, tools, insurance, permits, and fees (if any) necessary to render the services according to the scope of services set forth by the City during the term of this contract. The scope of the Contract may include, but not be limited to, the following:

- Commercial Chain-link Fencing
- Aluminum Fencing
- Vinyl Fencing
- Wooded Privacy Fencing
- Gates
- Webbing
- Concrete footings
- Recreational Structures (backstops, goals, cages, etc.)
- Electric Motors for gates including all accessories
- Rollers and accessories

STANDARD SPECIFICATION FOR CHAIN LINK FENCING

GENERAL

- A. Perform all Work in accordance with the plans and these specifications and applicable codes, standards, and specifications for the minimum acceptable standards for fencing to be supplied and installed by the Contractor in accordance with designated City departmental representative having jurisdiction over the work.

VERIFYING EXISTING CONDITIONS

- A. Contractor shall verify existing conditions at the site, and examine adjoining work which in any way will affect the completion of the work.
- B. Contractor shall report to the City in writing, any condition which will prevent the proper performance of the work.
- C. No waiver of responsibility for defective adjoining work will be considered unless notice has been filed by the Contractor and agreed to in writing by the designated City departmental representative before Contractor begins any part of the work.

MATERIALS

All supplies, materials, and equipment used in the performance of this Contract shall be in new, not weathered condition, and of the type and quality used in rendering the services as outline in the Scope of Work.

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CONTRACT FOR FENCING PROJECTS AS SPECIFIED FOR CITY FACILITIES

A. Wire Gauges and Fence Fabric:

- Unless otherwise specified, a chain link fencing shall be #9 gauge, 0.148" nominal diameter of wire with two inch woven mesh, knuckled at the top and bottom selvages and shall be smooth on both sides with no barbs or burrs.
- All fence fabric shall be steel core with 0.40 aluminized finish. Fence members shall be schedule 40 pipe, galvanized.
- All terminal posts to be 3" diameter and topped with post caps and shall be of length specified for its application.
- All line posts, if applicable, to be 2 ½" diameter pipe
- Tension wire, if applicable, is to be 7 gauge with same surface as fencing

B. Gates and Gate Framing:

- Hinges shall be of adequate strength for the gate and shall be offset type permitting full 180-degree swing. Hinges shall not turn or twist under action of the gate.
- Fencing fabric shall be same as fencing material.
- Gate openings of 6 feet or less shall be single leaf, complete with latches, stops, keepers, hinges, fabric and lock. Openings greater than 6 feet shall be double leaf.
- Gate Frames shall be constructed of round members and for gate leaves greater than 8 feet wide shall, if specified, have intermediate members and/or diagonal truss rods as necessary to provide rigid construction of ample strength and free from sag or twist. All joints shall be mitered on 45 degree and welded. All welds shall be ground smooth and properly treated with zinc oxide before installation. Truss rods shall be 3/8" in diameter, minimum.

INSTALLATION

At the direction of the designated City departmental representative, contractor shall remove and dispose of an existing fencing to be replaced.

All vertical posts are to be plumb and true and set in a concrete footing unless otherwise specified by the designated City departmental representative.

All fence posts shall be set in concrete with no filler added. Concrete holding each post shall be crowned away from post to shed water. Concrete shall be of a commercial grade with a minimum 28-day compressive strength of 2500 psi.

Miscellaneous steel fittings and hardware for use with zinc-coated steel fence fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fence fabric

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posts, and wires of the quality specified herein. All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A 153.

Electrical grounds shall be constructed at 300-foot intervals and where any power line passes over the fence. The ground shall be installed directly below the point of crossing. The ground shall be accomplished with a copper clad rod 8 feet long and a minimum of 5/8 inch in diameter driven vertically until the top is 6 inches below the ground surface. A No. 6 solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of the ground rods shall not constitute a pay item and shall be considered incidental to fence construction.

When removing fence posts, the Contractor shall remove old concrete and completely fill and compact post holes with dirt, so they are level with the adjacent area. The Contractor shall not fill the post holes with the concrete removed from the old fence posts.

Contractor will be responsible for removing and disposing any existing fencing. Upon removal of existing fencing, the City reserves the option to retain fencing removed by Contractor (per department requesting services).

Suitable self-locking bands shall be provided in sufficient number for attaching fencing fabric securely to posts at a spacing not to exceed 15 inches.

Tie wire will not be permitted for fastening fabric to posts.

Fence fabric must present a smooth uniform appearance with the bottom edge no more than one-half (1/2") inch above adjacent surface.

Pricing is to remain firm through contract duration beginning June 1, 2023 through September 30, 2023. Two, one-year extensions may be available based upon mutual agreement with same terms and conditions.

Contract may be terminated by either party with 60 days written notification.

LABOR AND INSTALLATION

The normal working hours for this contract shall be from 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding holidays unless otherwise written authorization from the designated City departmental representative is given.

The City reserves the right to question any job when the hours performed by the Contractor seem excessive for the work completed.

The Contractor shall visit job sites and be responsible for all field measurements and aware of job conditions.

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Installation shall be in compliance with all requirements and instructions of applicable manufacturer.

Installation shall be done in a neat workman-like manner. The fence shall follow the natural contour of the ground (no gaps under fence) in a straight line from one point (corner) to another unless otherwise noted on the drawing. Fence posts shall be plumb, and the top rails shall be attached in a manner that forms a smooth horizontal alignment.

SAFETY

The Contractor shall provide all necessary barriers and signage and take necessary precautions to protect buildings, general public and Contractor personnel. The Contractor shall at all times guard against damage or loss to City property or the general public and shall be held responsible for replacing or repairing any loss or damage to the satisfaction of the City of Fernandina Beach.

- Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property.
- The Contractor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.
- It is agreed that Contractor takes full responsibility for all security measures or controls needed for the safe use of the subject premises and that the City does not represent that the security measures taken by the Contractor are adequate for the purposes intended.

GENERAL CONSTRUCTION GUIDELINES

The contractor shall be required to coordinate his work schedule with City's Parks and Recreation Department, Director during the course of the project.

All furnishings and equipment shall be placed back in the original locations. All work areas must be returned to original condition. Any staging areas required by the contractor shall be approved by the designated City departmental representative before beginning the work.

Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the execution and completion of the work and shall have the work in a neat and presentable condition.

Contractor shall remove any and all debris from the premises – construction debris, trash, etc., shall not be left or buried on site.

SCHEDULED PROJECTS

The Contractor shall respond by telephone to the designated City departmental representative within two business days from the time of initial notification of a new job.

Upon contact with the appropriate designated City departmental representative, a walkthrough of the proposed job site will occur within two business days or as scheduled with the designated City departmental representative.

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Project work shall begin as scheduled with the designated City departmental representative and shall proceed with satisfactory progress, as determined by the designated City departmental representative, until completion.

Should the Contractor be unable to comply with the above milestone dates for individual project work, the City may contact and schedule work with another contractor.

EMERGENCIES

Should an emergency event occur, resulting in possible harm to any person or City property, the City will be the first priority for any emergency fencing needed. The City Manager will determine what constitutes a disaster. The Contractor must respond to a call for emergency work within two hours.

QUALIFICATIONS

In addition to any State required licensing, successful Bidder is required to have a Business License in the city where their home office is located. If Bidder's business office is located inside the City of Fernandina Beach, a business tax license is required.

AWARD

Award recommendation shall be made based on price and availability of product and/or service. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City reserves the right to select multiple vendors, who meet the City's qualifications, to use on an as-needed basis throughout the contract period. Selection will be based on pricing and adjusted based on scheduling availability and reliability of the vendor to meet those deadlines to provide the services.

BID PACKAGE

Bid Documents and Specifications can be downloaded online at www.fbfl.us/bids. Any questions regarding the bid package can be directed in writing to Wanda Weeks, Purchasing Agent, at wweeks@fbfl.org.

The City of Fernandina Beach is not responsible for the content of any bid package received through any third-party bid service. It is the sole responsibility of the vendor to ensure the completeness and accuracy of the documents received.

CONTACT

Specification questions during the bid period shall be submitted in writing to the appropriate Department contact below with a copy to Wanda Weeks, Purchasing Agent, at wweeks@fbfl.org.

Bidders are hereby put on notice that no contact shall be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

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ADDENDA

A written response to bidder questions will be issued via Addendum and posted on the City's website at www.fbfl.us, Bids and Purchasing web page. It is the bidder's responsibility to check the City's website for Addenda prior to submitting their bid. The deadline for questions is five days before bid opening. If there is an Addendum it becomes part of the original Bid and shall be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or company submitting the bid or proposal. Failure to do so may disqualify the bid or proposal.

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to Acknowledge Receipt of any Addendum may result in rejection of the bid.

CONTRACTOR REQUIREMENTS AND PERSONNEL

1. Prior to the start of any work, CONTRACTOR shall examine the work area and report in writing to the designated City departmental representative any conditions detrimental to work. Failure to observe this injunction constitutes a waiver to any subsequent claims to the contrary.
2. CITY reserves the right to reject any CONTRACTOR employee doing business for the awarded CONTRACTOR that has not received the proper safety training or is not performing work in a safe manner. Any costs resulting in a rejection of personnel will be solely at the CONTRACTOR's expense.
3. No sub-contractor shall be employed by CONTRACTOR for the provision of these services without the prior written approval of the CITY.

TIME OF PERFORMANCE

1. CONTRACTOR may, upon approval by the designated City departmental representative, be provided weekends and after-hours access to the site, if necessary or desired, to complete the project, weather permitting. However, no additional sums shall be paid other than that specified in the bid response.

CITY'S RIGHTS TO INSPECT, REJECT, AND STOP WORK

1. Right to Inspect Work - CITY will have the right to inspect the work at all times. Such inspections will not relieve CONTRACTOR of any of its obligations to perform the work in strict accordance with the contract documents.
2. Right to Reject Work - CITY will have the right to reject work which does not conform to the contract documents.
3. Right to Stop Work - If CITY reasonably believes that CONTRACTOR is failing to carry out the work in accordance with the contract documents; CITY may order CONTRACTOR to stop the work, or a portion of the work, until such time as the cause of such stop order has been eliminated.
4. Right to Carry Out Work - If CONTRACTOR fails to perform the work properly or fails to perform any provision of the contract documents, including unauthorized project schedule delays, CITY,

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after three days written notice to CONTRACTOR without correction, may correct the deficiencies through the CITY's own forces or through others and may deduct the cost thereof from the payment then or thereafter due to the CONTRACTOR.

WARRANTY

1. CONTRACTOR shall provide warranty stating that the installation is complete in detail and installed in accordance with the layout, geometry and details specified on the plans.
2. If CITY deems it unacceptable to have CONTRACTOR correct the work, which has been incorrectly done, a deduction from the contract price shall be made as determined by CITY. Such a deduction from the contract price shall in no way affect the CONTRACTOR's responsibility for defects, which may occur nor their ability for correcting them, and damage caused by them.
3. Supplies and/or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this bid. Any applicable written warranty from the product manufacturer and/or representative company shall commence from date of completion and acceptance by the CITY.

INSURANCE REQUIREMENTS

Insurance requirements are outlined in the General Conditions of this Invitation to Bid.

BOND REQUIREMENTS

No Bid Bond is required for this bid.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The City is an equal opportunity/affirmative action employer. The City is committed to equal opportunity employment effort and expects firms that do business with the City to have a vigorous affirmative action program.

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GENERAL CONDITIONS OF INVITATION TO BID

- 1. PREPARATION OF BID** - INVITATION TO BID shall be prepared in accordance with the following:
 - a. The enclosed Contact Sheet/Bid Form, attached hereto as "Exhibit A", shall be used when submitting your INVITATION TO BID.
 - b. All information required by the Contact Sheet/Bid Form shall be furnished. The Bidder shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
 - c. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
 - d. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
 - e. Bidders will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
 - f. Bidders shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Bidder of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
 - g. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
 - h. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to bid
 - i. Deliveries are to be made during regular business hours.
 - j. Bids and Bid prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID.
- 2. SUBMISSION OF BID**
 - a. Bids and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the Bidder, the date and hour of the Invitation to Bid opening and the material or service shall be placed on the outside of the envelope.
 - b. INVITATION TO BID must be submitted on the forms furnished. Electronic Bids will not be considered.
- 3. REJECTION OF BID**
 - a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City shall be the sole judge of the submittals. The City's decision shall be final.
- 4. WITHDRAWAL OF BID**
 - a. Bids may not be withdrawn after the time set for the opening for a period of time as specified.

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- b. Bids may be withdrawn prior to the time set for the opening. Such request must be in writing.

5. LATE BID

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

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the bid.
- d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the bid.

7. AWARD OF INVITATION TO BID

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

8. NOT RESPONSIBLE FOR COSTS

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

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9. BONDS

- If Bid is less than \$100,000 no Bid Bond or Payment and Performance Bond required.
- If Bid is greater than \$100,000 and is for material only, a Bid Bond is required but no Payment and Performance Bond is required.
- If Bid is \$100,000 - \$200,000, and is for services, a Bid Bond is required but no Payment and Performance Bond is required.
- If Bid is greater than \$200,000, and is for services, Bid Bond and Payment and Performance Bond is required.

BID BOND:

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

PERFORMANCE AND PAYMENT BONDS:

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

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

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

10. PUBLIC INFORMATION

- a. All information contained in this Bid is public information, and as such will be handled in accordance with chapter 119, Florida Statutes.

11. ADDITIONAL INFORMATION

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

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12. QUESTIONS

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

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the City and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Section, the CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The City shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third-party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third-party claim would, in the good faith judgment of the

City, be detrimental in any material respect to the City's reputation; (ii) the third-party claim seeks an injunction or equitable relief against the City; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third-party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes,

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as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR shall, at its sole expense, maintain the following insurance on its

own behalf, and furnish to the CITY certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor" as used in the insurance rider, shall mean and include Subcontractors of every tier.

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
 - 1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 - 2. Completed Operations/Products Liability.
 - 3. Broad Form Property Damage
 - 4. Personal and Advertising Injury Liability
 - 5. Independent Contractors
 - 6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company) , their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
 - 7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.
 - 8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of [your state] or otherwise acceptable to the Contractor (your company).
 - 9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.

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- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) Dollars.
- D. Umbrella I Excess Liability Insurance with a limit of no less than One Million (\$1,000,000) minimum per occurrence.
- E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The amount of insurance shall not be less than One Million (\$1,000,000) per occurrence and aggregate.
- F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR Whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities' named in the contract.
"All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.
- H. The above insurances shall each contain the following wording verbatim: "[Name of Owner], [Name of General Contractor] , and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner] , [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested ."
- I. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- J. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.
- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.
- M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights

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of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities named in the Contract.

- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

Payment due hereunder shall be made by the City to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act.

15. BID PROTESTS

Bid protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-444.

16. FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, CONTRACTOR/VENDOR may not participate in the bid if CONTRACTOR/VENDOR is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing, www.sam.gov, CONTRACTOR/VENDOR shall include copy of search results with bid or proposal.

17. LOBBYING

- a. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the signing of the agreement. CONTRACTORS shall not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters shall be directed to the City Manager. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

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EXHIBITS

EXHIBIT "A"	Contact Sheet/Bid Form
EXHIBIT "B"	Public Entity Crimes
EXHIBIT "C"	Drug-Free Workplace Certification
EXHIBIT "D"	E-Verify Statement
EXHIBIT "E"	Proposer Acknowledgements and Agreements
EXHIBIT "F"	Conflict of Interest
EXHIBIT "G"	Non-Collusion Affidavit
EXHIBIT "H"	Disputes Disclosure
EXHIBIT "I"	Federal Requirements for ARPA Funds

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EXHIBIT "A"

CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.
Bids are to be formatted by a price per linear foot.

- Fencing Labor \$ _____/PerLF
- Misc fees \$ _____/PerLF
- Other-define \$ _____

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ Fax: _____

Email: _____

Submitted By: _____

Title: _____

Accounting Contact:

Name: _____ Title: _____

Email Address: _____ Phone: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
6. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any

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7. natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

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

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

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
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CONTRACT FOR FENCING PROJECTS AS SPECIFIED FOR CITY FACILITIES

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ PHONE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

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EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

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EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: _____ Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above-named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fernandina Beach.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB #23-13
CONTRACT FOR FENCING PROJECTS AS SPECIFIED FOR CITY FACILITIES**

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID

ITB #23-13

CONTRACT FOR FENCING PROJECTS AS SPECIFIED FOR CITY FACILITIES

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "H"
DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO___

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO_____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Firm

Date

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
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FOR IMMEDIATE RELEASE

News Contact:
Mary Hamburg, Digital Communications Specialist
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3289
www.fbfl.us



April 5, 2023

Citizens' Task Force for Safe Walking and Biking in Fernandina Beach

Fernandina Beach citizen surveys reveal safe and accessible walking and biking is a priority to residents. Deputy City Manager/City Engineer Charlie George has formed a *Citizens' Task Force for Safe Walking and Biking in Fernandina Beach* to identify improvements to roads, trails and sidewalks which increase pedestrian and cyclist safety and travel.

The Citizens' Task Force for Safe Walking and Biking in Fernandina Beach ("Task Force") requests the public's help to identify and prioritize construction, signage or other improvements that would improve the access and safety of Fernandina Beach's walkers, runners, cyclists and people with mobility issues. The Task Force invites the public to provide input at the public meetings or alternative communications listed below.

- **April 17, 2023, from 5-7 p.m.** at the Peck Center Auditorium: Robert Companion, Nassau County Deputy Manager/County Engineer provide an update on the extension of multiuse trails on Amelia Island including S. 14th St. and gather community input.
- **May 23, from 5-7 p.m.** at the Peck Center Auditorium: Second Community Walking and Biking Town Hall Meeting to invite additional citizen input.
- **On May 31, from 4-6 p.m.** at City Commission Chambers: The Task Force will hold a consensus-building meeting to select short-, mid- and long-term recommendations.
- **June 12, from 4-6 p.m.** at City Commission Chambers: The Task Force will hold a community meeting and share the draft Task Force Final Report.
- **July 11, 2023, at 6:00 p.m.** at the City Commission's Regular Meeting at City Hall: The Task Force will present a *Report of Community Recommendations to Promote Safe and Accessible Walking and Biking in Fernandina Beach*.

Additionally, Community members are encouraged to go to www.fbfl.us/Citizens4Safety to provide input. Please e-mail Mike Spino at mikespino@bellsouth.net with questions or comments. The Task Force looks forward to hearing from the public!

Task Force Members

Mike Spino
Tom Camera
Elaine Roberts

Robin Lentz
Doug Roselle
Valerie Feinberg

Avery Lentz

City Staff

Lorelei Jacobs, Grants Administrator
Jeremiah Glisson, Public Works Director
Taylor Hartmann, Planner

Kelly Gibson, Planning and Conservation Director
Catherine Vorrasi, Parks and Recreation Director
Daphne Forehand, Planner