City of Jacksonville Beach
Property and Procurement Division
1460A Shetter Ave., Jacksonville Beach, FL 32250
Tel: 904-247-6229

Invitation to Bid

<table>
<thead>
<tr>
<th>BID Number:</th>
<th>1718-07</th>
</tr>
</thead>
<tbody>
<tr>
<td>BID Title:</td>
<td>FLAME RETARDANT CLOTHING</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Submittal Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day: Wednesday</td>
</tr>
<tr>
<td>Date: January 24, 2018</td>
</tr>
<tr>
<td>Time: 2:00 P.M.</td>
</tr>
<tr>
<td>Location: Property and Procurement</td>
</tr>
<tr>
<td>Address: 1460A Shetter Ave., Jacksonville Beach, FL 32250</td>
</tr>
</tbody>
</table>

ANTICIPATED TIME LINE: The anticipated schedule for this Bid is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Issue Date</td>
<td>08-January-2018</td>
</tr>
<tr>
<td>Bid Advertised</td>
<td>10-January-2018</td>
</tr>
<tr>
<td>Deadline to Submit Questions</td>
<td>15-January-2018</td>
</tr>
<tr>
<td>Addendum (if necessary) Issued</td>
<td>17-January-2018</td>
</tr>
<tr>
<td>Submission Deadline</td>
<td>24-January-2018</td>
</tr>
<tr>
<td>Bids Opened</td>
<td>24-January-2018</td>
</tr>
<tr>
<td>Bids Evaluated by</td>
<td>31-January-2018</td>
</tr>
<tr>
<td>Recommendation to Council</td>
<td>07-February-2018</td>
</tr>
</tbody>
</table>
# TABLE OF CONTENTS

## SECTION A: OVERVIEW

1. Purpose  
2. Bid Due Date  
3. Bid Award  
4. Quantities  
5. Bid Submittal Requirements  

## SECTION B: GENERAL PROVISIONS

## SECTION C: TECHNICAL SPECIFICATIONS

Flame Retardant Clothing for Beaches Energy Services

## SECTION D: BID FORMS

<table>
<thead>
<tr>
<th>Form</th>
<th>Description</th>
<th>Page(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bid Tender Form</td>
<td>24-27</td>
</tr>
<tr>
<td>2</td>
<td>Bid Award Notice</td>
<td>28</td>
</tr>
<tr>
<td>3</td>
<td>Required Disclosure</td>
<td>29</td>
</tr>
<tr>
<td>4</td>
<td>Drug-Free Workplace Compliance</td>
<td>30</td>
</tr>
<tr>
<td>5</td>
<td>Non-Collusion Affidavit</td>
<td>31</td>
</tr>
<tr>
<td>6</td>
<td>Non-Bankruptcy Affidavit</td>
<td>32</td>
</tr>
</tbody>
</table>
SECTION A: OVERVIEW
SECTION A: OVERVIEW

1. PURPOSE:

This bid is for the purchase of protective clothing for Beaches Energy Services of Jacksonville Beach, Florida.

2. BID DUE DATE: 2:00 PM WEDNESDAY January 24, 2018

1. Bids will be received until 2:00 P.M., Wednesday January 24, 2018, and then opened publicly by the Property and Procurement Division, First Floor O&M Building, 1460A Shetter Avenue, Jacksonville Beach, Florida 32250.

3. BID AWARD:

This will be a non-exclusive contract. The City intends to award the bid to the lowest responsive, responsible bidder(s) as determined solely by the City to be in its best interest. In addition, the City reserves the right to cancel this bid, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

The City reserves the right to award this contract to one or more firms. In the event of a multiple award, the City may designate a Primary and Secondary Contractor. The Secondary Contractor may be used if the Primary Contractor is unable to cope with demand, or should lead times or standards of performance become unacceptable to the City requirements, or if the contract is terminated for cause or convenience.

The contract will be awarded based on the quantities for Items 1-7 on the attached Bid Tender Form.

4. QUANTITIES:

The City may elect to purchase more of less of any item and the estimated quantities shall in no way restrict the number of any units purchased.

5. BID SUBMITTAL REQUIREMENTS:

Submit completed bid package one (1) original plus two (2) copies in one sealed envelope. Packages received without the requested information or quantities may be rejected. It is incumbent upon the bidder to ensure that all copies of the bid package submittals are complete and exact replicas of each other.
Clearly mark the submittal envelope with the BID number, BID title and Bidder name.

It is incumbent upon the bidder to ensure that bid package submittals are received by the Property and Procurement Division on time. Submissions received after the due date and time will not be considered.

No verbal interpretations will be made of any documents. Requests for such interpretations shall be made in writing or via email at Purchasing@jaxbchfl.net no later than January 15, 2018. Interpretation will be in the form of an addendum and will be published on the bid section of the City’s website. Bid packages can be obtained from the Property and Procurement Division, 1460A Shetter Avenue, First Floor, Jacksonville Beach, Florida 32250, telephone 904-247-6229.
SECTION B: GENERAL PROVISIONS
SECTION B: GENERAL PROVISIONS

1. INSTRUCTIONS TO BIDDERS:

   • Technical Specifications that are explicit to this particular Bid Number 1718-07 are found in SECTION C: TECHNICAL SPECIFICATIONS, which begins on page 20.

   • The Minimal Bid Package shall consist of the following:

   Bidder’s profile and submittal letter

   Form 1: Bid Tender Form
   Form 2: Bid Award Notice
   Form 3: Required Disclosure
   Form 4: Drug-Free Workplace Compliance
   Form 5: Non-Collusion Affidavit.
   Form 6: Non-Bankruptcy Affidavit

   All forms must be completely filled out, appropriately executed and submitted as part of the bid package. These start on page 24.

   Failure to comply with the requirements of this paragraph may be construed by the CITY as proper grounds for disqualifying any bid at the CITY’s sole discretion.

2. TERMS AND CONDITIONS:

   A. General. It is the purpose and intent of this bid to secure the supplies and/or services listed herein for the City of Jacksonville Beach, Jacksonville Beach, Florida, hereinafter called the “CITY.”

   B. Time for CITY Acceptance. Unless otherwise specified herein, the submitter will allow sixty (60) days from the last date for the receiving of bids for acceptance of its submittals by the CITY.

   C. Effective Contract Term Start Date. The effective contract term start date shall be the date of award by the CITY or date of Notice to Proceed, whichever is later.

   D. Contract Termination. Subject to a thirty (30) day written notice, the CITY reserves the right to terminate the resulting contract for the following causes:

   1) The CONTRACTOR fails to perform the work in a satisfactory manner as determined by the CITY.

   2) The CONTRACTOR fails to perform the work in a timely manner as determined by the CITY.
3) *For convenience.* By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY’s performance and obligation to pay under this Agreement is contingent upon annual appropriations.

E. **Award.**

1) The CITY reserves the right to waive informalities, to reject any and all bids, in whole or in part, and to accept the bid(s) that in its judgment will best serve the interest of the CITY.

2) The CITY specifically reserves the right to reject any conditional bid and will normally reject those that make it impossible to determine the true amount of the submittal. Each item must be itemized separately and no attempt shall be made to tie any item or items together.

F. **Inspection.** All supplies and workmanship shall be subject to inspection and test after arrival at destination. In case any articles are found to be defective, or otherwise not in conformity with the specification requirement, the CITY shall have the right to reject such articles.

G. **Payments.** The Contractor shall be paid, upon the submission of invoices in triplicate, the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order Number.

3. **ADDITIONAL INFORMATION:**

The information in this bid package is provided to facilitate bids. Much effort was made to provide necessary and accurate information, but the CITY is not to be penalized for any lack of completeness. If you require further information regarding this submittal, please contact Luis F. Flores, Property and Procurement Officer in the Property and Procurement Division at (904) 247-6229.

4. **ADDENDA TO THE BID:**

If any addenda are issued to this bid, a good faith attempt will be made to deliver a copy to each of the Bidders, who, according to the records of the Property and Procurement Division previously requested a copy of this bid. However, prior to submitting a bid, it shall be the responsibility of the Bidder to contact the CITY’s Property and Procurement Division (904-247-6229) to determine if any addenda were issued and if so, to obtain such addenda for attachment to, and consideration with, the bid. Bidders should either acknowledge receipt of such addenda on their bid, or attach such addenda to their bid.

5. **USE OF BID RESPONSE FORMS:**

All bids must include the completed Bid Tender Form provided in this package, and all questions must be answered. Bids may not be accepted where the Bid Tender Form has
been retyped or altered by the Bidder. Failure to comply may preclude consideration of the bid. Supplemental information may be attached to the Bid Tender Form.

6. **DEVIACTIONS FROM REQUESTED PLAN:**

   The contract terms and conditions stipulated in this bid are those required by the CITY. Bidders are required to submit their bid, which complies with the requested services. Any deviations from the services requested should be clearly noted.

7. **CONFLICT WITH SPECIMEN CONTRACTS:**

   Unless specifically noted to the contrary as a deviation from the bid, the submission of bidder’s specimen contract with a bidder’s bid submittal shall not constitute notice of the bidder’s intent to deviate from the bid in a restrictive manner. Unless specifically noted otherwise, the attachment of the bidder’s specimen contract shall be deemed to be an offer in at least full compliance with the bid, and the bidder expressly agrees to reform said contract to the extent inconsistent in a restrictive manner from the bid. That is, submission of a bidder’s contract shall be deemed solely an offer of supplemental terms and conditions not otherwise addressed in the bid or a broadening of terms and conditions to the benefit of the CITY beyond that required by the bid.

8. **ERRORS IN SUBMITTALS:**

   Bidders shall fully inform themselves as to the conditions, requirements and specifications before submitting the bid. Failure to do so will be at the bidder’s own risk, and a bidder cannot secure relief on a plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders.

9. **LEGAL AND REGULATORY COMPLIANCE:**

   The bidder must agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to the Public Records Law, Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this contract:

   **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF JACKSONVILLE BEACH, CITY CLERK’S OFFICE:**

   **TELEPHONE NUMBER: 904-247-6250 EXT # 11**

   **EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET**

Page 9 of 32

Section B: GENERAL PROVISIONS
10. CANCELLATION/NON-RENEWAL/ADVERSE CHANGE/RATE INCREASE NOTICE:

The CITY should be given at least a 90-day notice of cancellation, non-renewal, adverse change or increase in rates. (If applicable) N/A

11. WAIVER/REJECTION OF BIDS:

The CITY reserves the right to waive formalities or informalities in bids and to reject any or all bids or portions of bids, or to accept any bids or portions of bids deemed to be in the best interest(s) of the CITY or to negotiate or not negotiate with the bidder.

12. AUTHORIZED OFFER:

The person submitting the bid should indicate the extent of authorization by the Company to make a valid offer in the bid summary that may be accepted by the CITY to form a valid and binding contract.

If the person submitting the bid is not authorized to submit a bid that can be bound by CITY acceptance, such a person should also obtain the signature of an authorized representative of the bidder’s firm, that may result in a bound contract upon the CITY’s acceptance.

13. EVALUATION OF BIDS:

The CITY will evaluate each bid based on all the criteria set forth in the bid. Fees may be requested as part of the bid package. However, if fees are requested, the CITY reserves the right at its sole discretion to exclude the fees from the evaluation process. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services.

14. USE OF BID BY OTHER AGENCIES:

It is hereby made a part of this bid that the submission of any bid response to the advertisement request constitutes a bid made under the same terms and conditions, for the same contract price, to other government agencies if agreeable by the submitter and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies including the State of Florida, its agencies, political subdivisions, counties and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its
own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

15. PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

16. CONFLICT OF INTEREST / CONE OF SILENCE:

Any lobbying by or on behalf of the bidder may result in rejection/disqualification of said bid at the CITY’s sole discretion. Bidders shall refrain from any communication with City Council members, CITY Staff, or the CITY’s Evaluation Committee, or members of any Board or Agency of the CITY, regarding this bid.

DURING THE PERIOD BETWEEN BID ADVERTISEMENT DATE AND THE CONTRACT AWARD, BIDDERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR BID WITH ANY MEMBER OF THE CITY COUNCIL, CITY STAFF, CITY EVALUATION COMMITTEE OR MEMBERS OF ANY BOARD OR AGENCY OF THE CITY, EXCEPT UPON THE REQUEST OF THE CITY OF JACKSONVILLE BEACH PURCHASING DIVISION IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

This provision is not meant to preclude bidders from discussing other matters with City Council, CITY staff or members of any CITY Board or Agency. This policy is intended to create a level playing field for all potential bidders, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Violation of this provision may result in rejection of the bidder's bid submission.

The Cone of Silence shall be imposed on this bid upon its advertisement and shall terminate at the time the City Council and/or City Manager awards the solicitation. However, if the City Council and/or the City Manager refers the recommendation of award back to the CITY staff for further review, the Cone of Silence shall be re-imposed until such time as the City Council and/or the City Manager makes a subsequent award for the solicitation.
The Cone of Silence prohibits the following activities:

A. Any communication regarding this bid between a potential vendor, service provider, bidder, lobbyist or consultant and the CITY’s professional staff;
B. Any communication regarding this bid between the Mayor, Council members and any member of any Board or Agency of the CITY;
C. Any communication regarding this bid between potential vendor, service provider, bidder, lobbyist or consultant and any member of a selection or evaluation committee;
D. Any communication regarding this bid between the Mayor, Council members; any member of any Board or Agency of the CITY and the selection or evaluation committee therefore;
E. Any communication regarding this bid between any member of the CITY’s professional staff and any member of the selection or evaluation committee; and
F. Any communication regarding this bid between a potential vendor, service provider, bidder, lobbyist or consultant and the Mayor, Council members and any member of any Board or Agency of the CITY.

The Cone of Silence may not apply to:

A. Oral communications at pre-bid meetings;
B. Oral presentations before selection or evaluation committees;
C. Public presentations made to the City Council during any duly noticed public meeting;
D. Written communications regarding a particular RFP, RFQ, or ITB between a potential vendor, service provider, respondent, bidder, lobbyist or consultant and the CITY’s Purchasing Agent or CITY employee designated responsible for administering the procurement process of such RFP, RFQ, or ITB, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
E. Communications with the CITY Attorney and his or her staff;
F. Duly noticed site visits to determine the competency of bidders/respondents regarding a particular bid/statement during the time period between the opening of bids and the time the City Council and/or City Manager makes the award;
G. Any emergency procurement of goods or services pursuant to CITY Code;
H. Contract negotiations during any duly noticed public meeting;
1. Communications to enable CITY staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, respondent, bidder, lobbyist, or consultant and any member of the CITY’s professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular bidder may render the bid award to said bidder voidable by the City Council and/or City Manager at the CITY’s sole discretion.
17. DISCRIMINATION CLAUSE:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

18. SAFETY REQUIREMENTS FOR CONTRACTORS PROVIDING SERVICES TO CITY:

A. The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards including 29 CFR 1910 and any other rules and regulations applicable to construction and maintenance activities in the State of Florida. The Contractor shall also comply with Chapter 442, Florida Statutes (Toxic Substances in the Workplace) and any county or city or any other agency’s rules and regulations regarding safety. The Contractor must employ all possible means to prevent contamination or pollution of air, waterways and soil.

B. The CITY’s safety personnel or any supervisor or inspector may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the CITY; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.

C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this contract and a duty of the contractor. The CITY reserves the right to require demonstration of compliance with the safety provisions of this contract. The parties agree that such failure is deemed to be a material breach of this agreement; and the Contractor agrees that upon such breach, all work pursuant to the contract shall terminate until demonstration to the CITY that the safety provisions of this agreement have been complied with. In no event shall action or failure to act on the part of the CITY be construed as a duty to enforce the safety provisions of this agreement nor shall it be construed to create liability for the CITY for any act or failure to act in respect to the safety provisions of this agreement.

19. INSURANCE REQUIREMENTS: N/A

19. (A) GENERAL INSURANCE PROVISIONS

Hold Harmless: The City shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the Contractor, unless such claims are a result of the City’s sole...
negligence.

Payment on Behalf of the City: The Contractor agrees to pay on behalf of the City, the City’s legal defense, for all claims described herein.

Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered to be the City’s exclusive remedy.

Loss Control/Safety: Precaution shall be exercised at all times by the Contractor for the protection of all persons, employees, and property. The Contractor shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

19. (B) PROOF OF CARRIAGE OF INSURANCE & NAMING CITY AS ADDITIONAL INSURED

The Contractor shall furnish the City with satisfactory proof of carriage of insurance required herein. The Contractor shall name the City of Jacksonville Beach (City) as additional insured on the Contractor’s, and any sub-consultant or subcontractor’s Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the Contractor or its sub-consultants or subcontractors. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the Organization.

19. (C) COVERAGE REQUIREMENTS:

Basic Coverages Required: During the term of this contract, the Contractor shall procure and maintain the following described insurance and/or self-insurance except for coverage’s specifically waived by the City. All policies and insurers must be acceptable to the City.

These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types of amounts of insurance to be sufficient or adequate to protect the Contractor’s interests or liabilities, but are merely minimums.

All insurers must carry a current A.M. Best rating of at least A-.

Worker’s Compensation Coverage is required.

The CONTRACTOR and all subcontractors shall purchase and maintain worker’s
compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least $100,000 each accident, $100,000 each employee and $500,000 policy limit for disease.

The CONTRACTOR and all subcontractors shall also purchase any other coverage required by law for the benefit of employees.

General Liability Coverage is required for Contractor and all subcontractors.

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and is required.

Coverage C, medical payments is not required.

Amounts:  
Bodily Injury:  $1,000,000 each occurrence  
$1,000,000 Aggregate  
Property Damage:  $1,000,000 each occurrence  
$1,000,000 aggregate  

Products and Completed Operations are required for Contractor and all subcontractors.

Amount:  $1,000,000 aggregate  

Business Auto Liability Coverage is required for Contractor and all subcontractors.

Business Auto Liability Coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Amounts:  
Bodily Injury:  $1,000,000 Each Occurrence  
$1,000,000 Aggregate  
Property Damage:  $1,000,000 Each Occurrence  
$1,000,000 Aggregate  

Professional Liability is required for Contractor and all subcontractors.

Pollution Liability Required of Contractor and all subcontractors.
The City requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third-party liability, on-site and off-site third-party pollution liability coverage, natural resources damage coverage.

Limits of Liability:  
$1,000,000  
Each Pollution Event Limit  
$1,000,000  
Aggregate Policy Limit

Excess or Umbrella Liability Coverage.

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

Limits of Liability:  
$1,000,000  
Each Occurrence  
$1,000,000  
Aggregate

Claims Made Coverage—No Gap

If any of the required professional or pollution liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

19. (D) CERTIFICATES OF INSURANCE OF CONTRACTOR AND ALL SUBCONTRACTORS.

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the CITY at least 15 days prior to coverage renewals.

If requested by the CITY, the CONTRACTOR shall furnish complete copies of the CONTRACTOR's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Contractor shall at the option of the City, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage.

NOTE: Any sub-contractors approved by the City shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All
coverages shall name the City as “additional insured”.

Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful bidder(s)’ obligation to fulfill the insurance requirements herein.

20. PERFORMANCE AND PAYMENT BONDS: N/A

Simultaneously with his delivery of the executed contract to the CITY, a bidder, to whom a contract has been awarded, must deliver to the CITY executed Performance and Payment Bonds on the prescribed forms each in an amount of one hundred percent (100%) of the total amount of the accepted Bid/Bid, as security for the faithful performance of the contract and for the payment of all persons performing labor or furnishing materials or equipment in connection therewith. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with a resident agent in the county in which the project is located. The Attorney in Fact or other officer who signs the Performance and Payment Bonds for a surety company must file with such bonds a certified copy of his Power-of-Attorney authorizing him to do so.

The Performance and Payment Bonds shall remain in force for one (1) year from the date of final acceptance of the work as a protection to the CITY against losses resulting from latent defects in materials or improper performance of work under contract, which may appear or be discovered during that period.

21. BANKRUPTCY:

No firm will be issued a contract for the work, where a key representative has filed for bankruptcy personally or has been a CITY/officer or principal of a firm, which has filed bankruptcy in the past seven (7) years. Attached is a Non-Bankruptcy Affidavit form. All submitted bids must include this form executed by the proper representative of the bidder company.

22. NONEXCLUSIVE:

Notwithstanding the contract resulting from this bid, the CITY reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types of work noted in this bid. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

23. DRUG FREE WORKPLACE COMPLIANCE FORM:

Attached is a Drug Free Workplace Compliance Form. All submitted bids must include this form executed by the proper representative of your company. (See attached Form 4).
24. **WARRANTY:**

All warranties express and implied shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the successful bidder against factory defects and workmanship. At no expense to the City, the successful bidder shall correct any and all apparent and latent defects that may occur within the manufacturer’s standard warranty.

25. **PROTEST:**

A recommendation for contract award or rejection of award may be protested by a bidder. The bidder may file a written protest with the City Clerk’s office. The bidder shall file its written protest with the City Clerk, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner’s representative (if any), and the title and bid number of the solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the City.

The written protest must be received no later than seventy-two (72) consecutive hours (excluding Saturdays, Sundays, and legal holidays) after the time of award posting. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the bidder of all rights of protest under this procedure.

In the event of a timely protest, the City shall not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

26. **FRAUD AND MISREPRESENTATION:**

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney’s fees.

27. **OMISSIONS IN SPECIFICATIONS:**

The scope of services or description of items contained within this solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.
28. **FORCE MAJEURE:**

The City and the successful bidder are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

a) The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.

b) The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.

c) No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.

d) The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the successful bidder shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party’s performance is suspended under this section.

29. **BID AWARD NOTICE FORM:**

Attached is a Bid Award Notice Form. All submitted bids are to include this form to be notified of the recommendation of award. *(See attached Form 2)*
SECTION C:

TECHNICAL SPECIFICATIONS
I. TECHNICAL SPECIFICATIONS – FLAME RETARDANT CLOTHING

The intent of these specifications is to procure protective clothing for Beaches Energy Services of Jacksonville Beach, Florida.

1. **T-Shirts with Pockets**

   **Color:** Sand
   **Fabric:** DRIFIRE® by Optimer 75% modacrylic/15% cotton/10% nylon, 5.4 ounce with a minimum ATPV 8.0 cal/cm² Rating.
   **Style:** Short sleeve t-shirt with ribbed knit collar, open sleeves and pocket.
   **Sizes:** From medium to 3XL (Talls from large to 3XL)
   **Sleeves:** Short sleeves hemmed and attached with a two-needle coverstitch.
   **Front:** Plain with placket front, 3-button closure, pocket on left breast made from the same material as the shirt body.
   **Back:** Plain back.
   **Collar:** Matching ribbed neck, set with a three-thread serge stitch.
   **Pockets:** One left breast pocket, with lining in pocket hem and triangle tacked at each upper corner.
   **Thread:** All construction is sewn with Nomex® thread.
   **Cutting:** Shirts will be marked and precision cut.
   **Finishing:** Finished shirts will be steam pressed. The completed shirt will be folded and enclosed in a poly bag.
   **Label:** A label permanently attached to the back yoke center indicating lot number, size, fiber content, fabric brand name and the ARC Rating. A permanent label attached to the lower right front indicating the care instructions, and compliance with ASTM F-1506.
   **Embroidery:** One each Beaches Energy Services logo will be embroidered in PMS 5473 Nomex thread above the left pocket.
   **Approved manufacturer:** Tecgen
   **Quantity:** 300 each

2. **Woven Shirts with Pockets**

   **Color:** Royal Blue
   **Fabric:** 55% FFR (Fibrous Flame Retardant Fiber) modacrylic, 45% cotton, 5.5 ounces per square yard with a minimum ATPV 8.0 cal/cm² Rating.
   **Style:** Long-sleeve, dress style shirt with banded collar, two-piece yoke, two pockets with flaps, pencil pocket and round dress style hem.
   **Sizes:** From small to 3XL
   **Sleeves:** Long sleeves with rounded cuffs lined with 3.75 100/% cotton, one-button closure. Cuff width 2 ½” topstitched ¼”.
   **Front:** 7/8” hemmed right front. Seven four-hole melamine buttons. Buttons are lockstitched. One pocket and flap each front.
   **Back:** Once pleat each side with two-piece yoke, button hemmed 3/16”. back made from the same material as the front of the shirt.
   **Collar:** Dress style banded collar, fully lined with #78 Durapress, ¼” topstitching. Band is lined with #600 cotton.
   **Pockets:** One each front, 5” wide and 5 ¼” deep at point and one bartack at each upper corner.
   **Thread:** All exposed construction is sewn with Nomex® thread.
   **Cutting:** Shirts will be marked and precision cut.
Finishing: Finished shirts will be steam pressed. The completed shirt will be folded on a backboard with a collar strip and enclosed in a poly bag.

Label: All shirts will have a label permanently attached under the collar showing the lot number, size and fiber content. A label permanently attached to the center back of yoke indicates brand identification and care instruction. A swiftack label will be attached to shirt containing all of the above information plus the statement “Secondary Protection Only” – Meets Requirements of ASTM F-1506.

Embroidery: One each Beaches Energy Services logo will be embroidered in white Nomex thread above the left pocket.

Approved manufacturer: Tecgen

Quantity: 200 each

3. **Duck Quilt-Lined Active Jacket**

Color: Black 
Fabric: Made of 13 ounce Flame-Resistant 100% cotton duck, with a minimum ATPV 33.6 cal/cm² Rating.
Style: Quilted-lined body & hood with two (2) inside patch pockets with flame-resistant hook-and-loop closures, Nomex rib-knit cuffs & waistband and a brass front zipper with Nomex zipper tape and hidden snap closure for electric arc protection. NFPA 70 E compliant. Two hand warmer pockets.

Sizes: From small to 4XL & Tall L-3XL
Thread: All exposed construction is sewn with Nomex® thread. Main seams are triple stitched for strength.

Label: All Jackets will have a label permanently attached under the collar showing the lot number, size & fiber content. A label permanently attached to the center back of yoke indicates brand identification and care instruction. A swiftack label will be attached to jacket containing all of the above information plus the statement “Secondary Protection Only” – Meets Requirements of ASTM F-1506.

Embroidery: One each Beaches Energy Services logo will be embroidered in white Nomex thread above the left pocket.

Quantity: 40 each

4. **Flame-Resistant Full Zip-Front Hooded Sweatshirt**

Color: Dark Blue 
Fabric: Made of 14-ounce Flame-Resistant , with a minimum ATPV 28 cal/cm² Rating.
Style: Full zip-front flame-resistant fabric water repellent sweatshirt. Made of heavyweight flame-resistant 14-ounce knit, 55% modacrylic/45% cotton, features an attached hood and FR draw cord closure and two front handwarmer pockets. Brass front zipper with Nomex zipper tape plus interior and exterior storm flaps. FR and HRC 2 labels are sewn on the left-front pocket. NFPA 70 E compliant.

Sizes: From small to 4XL & Tall M-4XL
Thread: All exposed construction is sewn with Nomex® thread. Main seams are triple stitched for strength.

Label: All sweatshirts shall have a label permanently attached to the back yoke center showing the lot number, size & fiber content and indicates brand identification with care instruction. A swiftack label will be attached to jacket containing all of the above information plus the statement “Secondary Protection Only” – Meets Requirements of ASTM F-1506.

Embroidery: One each Beaches Energy Services logo will be embroidered in white Nomex thread above the left pocket.

Approved manufacturer: Bulwark Cat# SEH4NV and NSA Cat# C21IF05

Quantity: 40 each

5. **Flame-Resistant Cotton Jeans**

Color: Washed Denim
**Section C: TECHNICAL SPECIFICATIONS**

**Fabric:**
Made of 10-ounce Flame-Resistant 100% Cotton Denim with a minimum **ATPV 15 cal/cm²** Rating. Meets ASTM F-1506, HRC/CAT 2, NFPA 70E & NFPA 2112 compliant.

**Style:**

**Sizes:**
Waist range from 28 to 60 and Inseam range 28-38

**Thread:**
All exposed construction is sewn with Nomex® thread.

**Label:**
All jeans shall have a label permanently attached showing the lot number, size & fiber content indicates brand identification with care instruction and indicates required ASTM F-1506, ATPV rating, HRC/CAT 2, NFPA 70E, UL Classified ASTM F1506 & UL Classified NFPA 2112.

**Approved manufacturer:** LAPCO - Cat# P-INDM10

**Quantity:**
200 each

6. **Flame-Resistant Cargo Pants**

**Color:**
Blue

**Fabric:**
Made of 9-ounce Flame-Resistant 100% Cotton Twill with a moisture management finish and with a minimum **ATPV 13.2 cal/cm²** Rating. Meets ASTM F-1506, HRC/CAT 2, NFPA 70E & NFPA 2112 compliant.

**Style:**

**Sizes:**
Waist range from 28 to 60 and Inseam range 28-38

**Thread:**
All exposed construction is sewn with Nomex® thread.

**Label:**
All pants shall have a label permanently attached showing the lot number, size & fiber content indicates brand identification with care instruction and indicates required ASTM F-1506, ATPV rating, HRC/CAT 2, NFPA 70E, UL Classified ASTM F1506 & UL Classified NFPA 2112.

**Approved manufacturer:** LAPCO - Cat# P-INCNYT9

**Quantity:**
200 each

7. **Flame-Resistant Uniform Pants**

**Color:**
Navy Blue

**Fabric:**
Made of 7-ounce Flame-Resistant 88% Pima Cotton/12% Nylon Blend Twill with UltraSoft Finish and with a minimum **ATPV 8.3 cal/cm²** Rating. Meets ASTM F-1506, HRC/CAT 2, NFPA 70E & NFPA 2112 compliant.

**Style:**
Uniform/Dress pants with straight leg openings. Relaxed fit through seat and thighs. Sewn with Nomex® thread. Brass zipper with Nomex® tape.

**Sizes:**
Waist range from 28 to 60 and Inseam range 28-38

**Thread:**
All exposed construction is sewn with Nomex® thread.

**Label:**
All pants shall have a label permanently attached showing the lot number, size & fiber content indicates brand identification with care instruction and indicates required ASTM F-1506, ATPV rating, HRC/CAT 2, NFPA 70E, UL Classified ASTM F1506 & UL Classified NFPA 2112.

**Approved manufacturer:** LAPCO - Cat# P-NY7AC

**Quantity:**
200 each

END OF SECTION
SECTION D:

BID FORMS
FORM 1: BID TENDER FORM

Bidder: ________________________________ DATE: __________________

I/we, have reviewed and examined the Scope of Work, Drawings, Material Specifications, and all Addendums, and fully understand the scope of work, conditions, and requirements for this project.

It is understood that the conditions and offers set forth in this proposal shall remain in effect for a period of sixty (60) days, and acceptance of this Bid by the City binds both parties to its contents during the term that it takes to satisfactorily complete the work for Guana Substation.

It is understood that the Unit Pricing section of this bid proposal must be completely filled out and accompany the Base Proposal. It is understood that failure to do so, can result in a disqualification of the submitted proposal.

I/ We, representing, or as Agent for ________________________________

Company

______________________________

Address

______________________________

City, State, Zip Code

and hereby known as Contractor, agrees to furnish all equipment, labor, and material as stated in the Scope of Work, Drawings, Material Specifications, and all Addendums for the work for Guana Substation.

For this required scope of work the Contract Price for this work is:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>U/M</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. T-Shirts with Pockets</td>
<td>300</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Woven Shirts with Pockets</td>
<td>200</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Duck Quilt-Lined Active Jacket</td>
<td>40</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Flame-Resistant Full Zip-Front Hooded Sweatshirt</td>
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<td></td>
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</tr>
<tr>
<td>5. Flame-Resistant Cotton Jeans</td>
<td>200</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Flame-Resistant Cargo Pants</td>
<td>200</td>
<td>Each</td>
<td></td>
<td></td>
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<tr>
<td>7. Flame-Resistant Uniform Pants</td>
<td>200</td>
<td>Each</td>
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</tbody>
</table>

Total

Delivery Time: ________________________________
Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

All services shall be provided meeting, and in compliance with this BID document and the most current versions of all local, state, and federal laws, rules, regulations, policies, guidelines, (to include, but not limited to, that are applicable to and/or promulgated for each disaster event), etc.

NOTE: Bidder is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers’ requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the bid, to the CITY’s satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the bidder’s bid for this bid.

I hereby certify that I have read and understand the requirements of Bid No. 1718-07 Item I and as the bidder, will comply with all requirements, and that I am duly authorized to execute this bid.

SUBMITTED BY: ____________________________________________________________

Printed Name of Authorized Submitter

COMPANY NAME: ____________________________________________________________

ADDRESS: __________________________________________________________________

CITY, STATE & ZIP: __________________________________________________________

EMAIL ADDRESS: __________________________________________________________

By: _______________________________________________________________________

Signature of Authorized Submitter                                           Title (typed or neatly printed)
### FORM 1: BID TENDER FORM

#### BID DOCUMENT TURN-IN CHECKLIST

The following documents are to be completed, signed and submitted as part of the Submittal Package in response to this BID. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted bid. This consideration will be at the sole discretion of the CITY.

<table>
<thead>
<tr>
<th>INITIAL Check-Off</th>
<th>#</th>
<th>SECTION TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ]</td>
<td>1.</td>
<td>FORM 1: BID TENDER FORM (pages 24 thru 27)</td>
</tr>
<tr>
<td>[ ]</td>
<td>2.</td>
<td>FORM 2: BID AWARD NOTICE FORM – (page 28)</td>
</tr>
<tr>
<td>[ ]</td>
<td>3.</td>
<td>FORM 3: REQUIRED DISCLOSURE FORM (page 29)</td>
</tr>
<tr>
<td>[ ]</td>
<td>4.</td>
<td>FORM 4: DRUG-FREE WORKPLACE COMPLIANCE FORM (page 30)</td>
</tr>
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<td>[ ]</td>
<td>5.</td>
<td>FORM 5: NONCOLLUSION AFFIDAVIT (page 31)</td>
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<tr>
<td>[ ]</td>
<td>6.</td>
<td>FORM 6: Non-Bankruptcy Affidavit (page 32)</td>
</tr>
</tbody>
</table>

**NOTE:** Please INITIAL Check-Off of each document / activity / requirement that is attached to the Bid Tender Form and/or is required by the BID and/or Addenda.

#### ADDENDA RECEIPT VERIFICATION

Bidder shall acknowledge receipt of all addenda, if any, to the BID, by filling in Addenda Numbers and dates below.

<table>
<thead>
<tr>
<th>Addendum #:</th>
<th>Dated:</th>
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Addendum #: | Dated: |
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</table>
FORM 2:  BID AWARD NOTICE

City of Jacksonville Beach
1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

NOTICE: Items 1 to 6 are to be completed by the bidder. The bidder is to submit the form to the CITY along with the Bid Tender Form and other required documents.

1. Company Name: ____________________________________________

2. Address: __________________________________________________

3. City, State & Zip: ___________________________________________

4. Attention: _________________________________________________

5. Phone: __________________ Fax: _____________________________

6. E-mail address: _____________________________________________

PLEASE PRINT CLEARLY

************************************************************************

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH
************************************************************************

Bids were received and evaluated, and the following recommendation will be presented to the City Manager for award of BID No. 1718-07 per the attached Bid Tabulation form(s).

A written notice of intent to file a protest must be filed with the Purchasing Administrator within three (3) days after receipt by the bidder of the Bid Award Notice from the Purchasing Administrator in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded BID or combination of BID Items, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

Thank you for your bid.
Sincerely,

CITY OF JACKSONVILLE BEACH
/s/Luis F. Flores
Property and Procurement Division
FORM 3

REQUIRED DISCLOSURE

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) bidder, (2) any business entity related to or affiliated with bidder, or (3) any present or former owner of bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a bidder whose stock is publicly owned and traded:

_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
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_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________

Signed: ___________________________    Title: ___________________________

Contractor: _________________________
FORM 4

DRUG-FREE WORKPLACE COMPLIANCE

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, 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 violations 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 contractual services that are under contract a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

____________________________________
Vendor’s Signature
FORM 5: NON-COLLUSION AFFIDAVIT

______________________________________, being first duly sworn deposes and says that:

1. He (it) is the ____________________________________________, of the bidder that has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted; or to refrain from responding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any bidder firm, or person to fix the price or prices in the attached bid or of any other bidder or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against other Bidders, or any person interested in the proposed Contract;

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By: ________________________________

Sworn and subscribed to before me this _____ day of ______, 20____, in the State of ______________________, County of ____________________.

______________________________________ Notary Public

My Commission Expires: __________________________
FORM 6: NON-BANKRUPTCY AFFIDAVIT

BID #: 1718-07

STATE OF ____________________)

COUNTY OF ____________________)

______________________________________________________ is an officer and member of
the firm of ______________________________________, being first duly sworn, deposes and
states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown
   below.

2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent
   statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of
   Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good
   cause for denial, suspension, revocation, disqualification, or rejection of affiant’s participation
   in BID No. 1718-07

3. Certification Statement: This is to certify that the aforementioned firm has not filed for
   bankruptcy in the past seven (7) years and that no owner/officer or principal of the
   aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been
   an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7)
   years.

________________________________
Affiant Signature

Sworn to before me this ______ day of __________, 20_____ by ________________.
(Name of affiant)

He/She is personally known to me or has produced __________________ as identification.

______________________________
Signature of Notary

______________________________        __________________________
Notary’s Printed Name   Expiration of Notary’s Commission

Affix Seal Here: