

**NASSAU COUNTY SHERIFF'S OFFICE
INVITATION TO BID
2 JUNE 2021
NCSO – 21-R-003**

The Nassau County Sheriff's Office, Yulee, Florida is accepting competitive sealed bids for the **Phase I Nassau County Sheriff's Office Public Safety Training Complex.**

Bid Documents are available at the Nassau County Sheriff's Office web site at <https://nassauso.com/administrative-services/bids/>

Sealed bids will be received at the location stated below no later than **4:00 pm, Friday, 2 July 2021**

All interested bidders are required to attend a **mandatory** pre-bid meeting to be held at the **Nassau County Sheriff's Office, 77151 Citizens Circle, Yulee, Florida, 32097** at **11a.m, Thursday, 10 June 2021**. Failure to attend the pre-bid meeting will result in bid rejection.

Mandatory Pre-Bid Meeting and Answers: Addendum questions must be given in writing to Director Robin Patterson at rpatterson@nassauso.com. Any and all clarifications, answers to questions, or changes to the Bid Documents shall be provided through an issued Addendum, submitted to all qualifying Bidders by posting on the Nassau County Sheriff's Office Website at <https://nassauso.com/administrative-services/bids/> and through email if known and provided to the above contact. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the Nassau County Sheriff's Office to any requirements, terms or conditions not stated herein. The Nassau County Sheriff's Office shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for Bids. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Bids.

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 Nassau County Sheriff's Office, 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.

BIDDERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS OF INVITATION TO BID FOR OTHER IMPORTANT INFORMATION REGARDING THE ITB AND BID PROCESS.

The original bid submittal **3 copies (1 original, 2 copies)** must be delivered to Nassau County Sheriff's Office in a sealed package, clearly marked on the outside, **ITB # NCSO – 21-R-003** - and addressed to:

Director of Administrative Services
Director Robin Patterson
77151 Citizens Circle
Yulee, FL 32097
Email: rpatterson@nassauso.com
Phone (904) 548-4024

Hand delivered Submittal is to be taken to the above address.

The bid shall be submitted on the specified Bid Form **3 copies (1 original, 2 copies)**, hereto attached as "Exhibit A". 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 Statement" herein provided as "Exhibit B", a "Drug Free Workplace Certification", herein provided as "Exhibit C". and an "E-Verify Statement," herein provided as "Exhibit D".

SCOPE OF WORK:

As per the drawings provided by VRL Architects, Inc., the work shall include furnishing all labor, materials, and equipment for the proper execution of latrines, shelters, electrical and related site work to the Nassau County Sheriff's Office Public Safety Training Complex Phase I
The work includes, but is not limited to, the following:

The bidder will provide all material, labor, equipment, supervision, and applicable warranties required to Construct Phase I. Phase I includes the following:

- Two (2) 100-yard pistol ranges with three site-built latrines with septic tanks, and drain fields, Two (2) Range Master structures, Four (4) 120-foot-long shooter shelters.
- Concrete walkways, Concrete slabs.
- Site electrical distribution, site lighting.
- Landscaping
- Additive Alternate Bid Item 1: Irrigation as shown on sheets IR-O1 Through IR-O5

NOTE:

Site clearing, earth work including backstop berms, stabilized approach drive and stabilized parking area to be by others and are not included in this Scope of Work

TIMELINE – 240 Days to Substantial Completion

QUALIFICATIONS

Bidders must submit with the Bid Proposal evidence of capabilities to complete the Scope of Services. Include a list of similar projects (scope and size) successfully completed in the past, a reference list, an equipment list, a list of subcontractors, and other information requested by the Nassau County Sheriff's Office. *Failure to submit qualification information with the Bid Proposal may result in rejection of a Bid.* Successful Bidder is required to have a Business License in the jurisdiction where their home office is located and a Florida Contractors' License in accordance with Chapter 489 Florida Statutes.

INSURANCE REQUIREMENTS

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

BOND REQUIREMENTS

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

AWARD

Bids shall be priced as a lump sum amount for the Base Bid.

Award recommendation shall be made based on price, ability to meet the timeline, and qualifications.

Firms are hereby put on notice that no contact shall be made with any of the Nassau County Sheriff's Office members, staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

CONTACT

All questions and/or requests for information are to be directed *in writing only to Director of Administrative Services, Director Robin Patterson 77151 Citizens Circle Yulee, FL 32097*

Email: rpatterson@nassauso.com Phone (904) 548-4024

ADDENDA

A written response to bidder questions will be issued via Addendum and posted on the Nassau County Sheriff's Office website at [www.http://nassauso.com/administrative-service/bids/](http://www.nassauso.com/administrative-service/bids/) It is the bidder's responsibility to check the Sheriff's office website for Addenda prior to submitting their bid. **The deadline for questions is 2pm on Monday, 21 June 2021**

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

GENERAL CONDITIONS OF INVITATION TO BID

**** FOR CONSTRUCTION SERVICES ****

ITB - NCSO – 21-R-003

1. PREPARATION OF BID

- a. INVITATION TO BID shall be prepared in accordance with the following:
- b. The enclosed Bid Form, attached hereto as “Exhibit A”, shall be used when submitting your INVITATION TO BID.
- c. All information required by the Bid Form shall be furnished. The Bidder shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
- d. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- e. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
- f. Bidders will not include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the Nassau County Sheriff’s Office is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- g. 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 exist 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.
- h. Prices quoted must be FOB Nassau County Sheriff’s Office, Yulee, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- i. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to Bid.
- j. Deliveries are to be made during regular business hours.
- k. Bids and Bid prices shall be valid for a minimum of sixty (60) days, unless otherwise stated on the INVITATION TO BID.

2. SUBMISSION OF BIDS

- a. Bids and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the 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. Telegraphic Bids will not be considered.

3. REJECTION OF BIDS

- a. The Nassau County Sheriff’s Office 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 Nassau County Sheriff’s Office shall be the sole judge of the submittals. The Nassau County Sheriff’s Office’s decision shall be final.

4. WITHDRAWAL OF BIDS

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

5. LATE BIDS

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

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

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

7. COLLUSION

- a. The Bidder, by affixing his signature to the Bid Form, agrees to the following:
"Bidder certifies that his INVITATION TO BID is made without previous understanding, agreement, or connection with any person, firm or corporation making a Bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

8. AWARD OF INVITATION TO BID

- a. The INVITATION TO BID will be awarded to the qualified supplier with the best value Bid whose Bid, conforming to the INVITATION TO BID, is most advantageous to the Nassau County Sheriff's Office, price and other factors considered.
- b. The Nassau County Sheriff's Office reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. Subject to the final approval of an agreement with the Nassau County Sheriff's Office, upon approval of the NCSO General Counsel, a written award of acceptance (Purchase Order) mailed or otherwise furnished to the successful Bidder shall result in a binding contract;
- d. Unless otherwise noted in the specifications, the length of the agreement shall be one year, with 1 one-year renewal possible based on the mutual consent of the parties.
- e. As a condition precedent to the award of a contract, bidders must include a list of similar projects (scope and size) successfully completed in the past and a list of references for whom these projects were completed. By submission of your bid you consent to the Nassau County Sheriff's Office contacting these references. Information gathered from these references may be considered as a factor in awarding the bid.

9. NOT RESPONSIBLE FOR COSTS

- a. The Nassau County Sheriff's Office shall not be responsible for any cost incurred by a prospective Bidder in responding to this INVITATION TO BID.

10. BONDS

- a. **BID BOND:** A certified check or Bid Bond shall accompany each Bid. The 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 Nassau County Sheriff's Office as a guarantee that the Bidder will not withdraw its bid for a period of ninety (90) calendar days after Bid closing time.
- b. **PERFORMANCE AND PAYMENT BONDS:** In the event the Contract is awarded to the Bidder, Bidder will thereafter enter into a written contract with the Nassau County Sheriff's Office and furnish a Payment and Performance Bond in an amount equal to the contract price, in strict accordance with Section 255.05 of Florida Statutes. Failing to do so, Bidder will 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.

11. PUBLIC INFORMATION

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

12. ADDITIONAL INFORMATION

- a. The Nassau County Sheriff's Office reserves the right to require Bidders to provide references and information on previous similar experience prior to award of the contract.

13. PAYMENT

- a. Payment will be made in accordance with the Florida Prompt Payment Act.

14. BIDDER QUESTIONS

- a. Bidder questions during the bid period shall be submitted in writing to the Director of Administrative Services, Director Robin Patterson 77151 Citizens Circle Yulee, FL 32097
Email: rpatterson@nassauso.com Phone (904) 548-4024

15. MANDATORY PRE-DID CONFERENCE

- a. All bidders are required to attend a **mandatory** pre-did conference to be held at the Nassau County Sheriff's Office at 77151 Citizens Circle, Yulee, Florida 32097 at **11am on Thursday, 10 June 2021**. Failure to attend the pre-bid conference will cause bid rejection.

16. INDEMNIFICATION AND INSURANCE AND PAYMENT

- a. **INDEMNIFICATION:** The parties recognized that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless and defend the Nassau County Sheriff's Office, its officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and 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 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 Nassau County Sheriff's Office in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the Nassau County Sheriff's Office and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such 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, Contractor shall assume control of the defense of any claim asserted by a third party against the Nassau County Sheriff's Office and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The Nassau County Sheriff's Office 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 Nassau County Sheriff's Office 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 Nassau County Sheriff's Office 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 Nassau County Sheriff's Office, be detrimental in any material respect to the Nassau County Sheriff's Office's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Nassau County Sheriff's Office; 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 further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the Nassau County Sheriff's Office may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

b. INSURANCE

(1) Certificate of Insurance

The Nassau County Sheriff's Office shall be furnished proof of insurance coverage as follows:

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date.
- Statement that the insurer will mail notice to the Nassau County Sheriff's Office and a copy to CONTRACTOR at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certificate of Insurance shall be in the form as approved by the Nassau County Sheriff's Office, naming the Nassau County Sheriff's Office as additional insured, and such Certificate shall clearly state all the coverage required in this Section;
- If requested by the Nassau County Sheriff's Office, CONTRACTOR shall furnish complete copies of all insurance policies, forms, and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the Nassau County Sheriff's Office or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of CONTRACTORS obligations to fulfill the requirements of this Section.

(2) Workers' Compensation Insurance

CONTRACTOR shall have in full force, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all its employees connected with work under this agreement, and in the event any work is subcontracted, CONTRACTOR shall require the subcontract similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the Nassau County Sheriff's Office in writing. Such insurance or waiver shall comply with the Florida Workers' Compensation Law. In case any class of work conducted under this agreement is not protected under the Workers' Compensation statute, CONTRACTOR shall provide adequate insurance, satisfactory to the Nassau County Sheriff's Office, for the protection of employees not otherwise protected.

(3) Liability Insurance

CONTRACTOR shall have in full force, during the life of this agreement, Commercial General Liability and Commercial Automobile Liability Insurance that shall protect the Nassau County Sheriff's Office from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from tasks associated with or carried out under this agreement, whether such operations are by itself or by anyone directly or indirectly employed by them, and the amount of such insurance shall be minimum limits as follows:

Commercial General Liability:

- Minimum Coverage is \$1,000,000 per occurrence
- Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this agreement, contracts and leases, broad form property damage coverage, personal injury and bodily injury.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.

Commercial Automobile Liability:

- Minimum Coverage is \$1,000,000 per occurrence
- Coverage shall 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.

- c. PAYMENT:** Payment due hereunder shall be made by the Nassau County Sheriff's Office to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act.

EXHIBIT "A"

BID FORM

**NASSAU COUNTY SHERIFF'S OFFICE
INVITATION TO BID
NCSO – 21-R-003**

I hereby submit the following Base bid for _____.
Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

Bid Amount: \$ _____

Additive Alternate Bid Item 1: Irrigation as shown on sheets IR-O1 Through IR-O5

Additive Alternate Bid Item 1 Amount: \$ _____

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ **Fax:** _____

Submitted By: _____

Title: _____

Remarks: _____

IF NOT SUBMITTING A BID, IN ORDER TO REMAIN ACTIVE IN OUR BID VENDOR RECORDS, PLEASE COMPLETE THIS FORM MARKED "NO SUBMITTAL" WITH THE REASON, AND FAX TO (904) 277-7317.

EXHIBIT "B"
TO GENERAL CONDITIONS TO ITB # - NCSO – 21-R-003

**NASSAU COUNTY SHERIFF'S OFFICE, YULEE, FLORIDA SWORN STATEMENT UNDER
F.S. SECTION 287.133(3)(A), ON PUBLIC ENTITY CRIMES**

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

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

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

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

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

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

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

Signature

Date:

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ___ day of _____, 200___, and is personally known to me, or has provided _____ as identification.

Notary Public
My Commission expires:

EXHIBIT "C"
TO GENERAL CONDITIONS TO ITB # - NCSO – 21-R-003

NASSAU COUNTY SHERIFF'S OFFICE

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER(S): _____

SIGNATURE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

EXHIBIT "D"

ITB - NCSO – 21-R-003

**NASSAU COUNTY SHERIFF'S OFFICE
INVITATION TO BID**

E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

Vendor/Consultant acknowledges and agrees to the following:

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

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

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____