

CITY OF FERNANDINA BEACH, FLORIDA  
REQUEST FOR QUALIFICATIONS (RFQ22-01)  
GOLF PROFESSIONAL SERVICES

**INTRODUCTION.** The City of Fernandina Beach (the “City”) is accepting sealed qualifications from interested contractors (Golf Professionals) for **Golf Professional Services** at the City of Fernandina Beach Golf Club located at 2800 Bill Melton Road, Fernandina Beach, FL 32034.

The City will receive sealed qualifications at the location stated below no later than **2:00pm, September 6, 2022.**

Any submittal received after the above stated time and date will not be considered. It is the sole responsibility of interested contractors to have its submittal delivered to the City of Fernandina Beach, by United States Postal Service, mail, hand delivery or any other method available; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Contractor. Submittals received after the deadline will not be considered.

The original Qualification submittal (**1 original, 3 copies and 1 electronic version, [CD or thumb drive]**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **RFQ #22-01** and addressed to:

City of Fernandina Beach  
Attn: City Clerk’s Office – **RFQ# 22-01**  
204 Ash Street  
Fernandina Beach, FL 32034

Hand-delivered submissions must be delivered to the Clerk’s Office at the above address.

The qualification must be submitted on the specified **Contact Sheet (1 original, 5 copies, 1 electronic copy, [CD or thumb drive])**, hereto attached as “**Exhibit A**”. The person signing the Contact Sheet must have the authority to bind the contractor. All information on the Contact Sheet must be provided, or the submittal may not be accepted.

The competitive sealed Qualification must 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**”.

**CONTACT**

Specification questions during the qualification period must be submitted in writing to Wanda Weaks, Purchasing Agent, at [wweaks@fbfl.org](mailto:wweaks@fbfl.org), and Dale Martin, City Manager at [dmartin@fbfl.org](mailto:dmartin@fbfl.org).

Contractors 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.

CITY OF FERNANDINA BEACH, FLORIDA  
REQUEST FOR QUALIFICATIONS (RFQ22-01)  
GOLF PROFESSIONAL SERVICES

**ADDENDA**

A written response to questions will be issued via Addendum and posted on the City’s website at [www.fbfl.us/bids](http://www.fbfl.us/bids) and the DemandStar website at [www.demandstar.com](http://www.demandstar.com). It is the Contractor’s responsibility to check the City’s website for Addenda prior to submitting their RFQ. The deadline for questions is ten days before submittal opening.

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

**RFQ SCHEDULE**

The following is the proposed schedule. The City reserves the right to alter dates as needed.

|   |              |
|---|--------------|
| Publishing                                | Aug 5, 2022  |
| Deadline for submitting questions         | Aug 18, 2022 |
| Due date for submissions                  | Sep 6, 2022  |
| Evaluation Committee meeting<br>(planned) | Sep 15, 2022 |
| City Commission meeting/selection         | Sep 20, 2022 |

**INFORMATION & REQUIREMENTS**

**OBJECTIVE**

The City is soliciting sealed qualifications from interested contractors (GOLF PROFESSIONALS) for the purpose of supporting golf operations, managing golf programs, and providing golf instruction for adults and youth at the City of Fernandina Beach Golf Club.

**AREA OF OPERATIONS**

The City’s Golf Club is a twenty-seven-hole facility with an adjoining driving range that includes a lighted Toptracer facility (ten bays). The premises also includes a full-service Clubhouse with bar and grill, banquet, and pro shop facilities. The entirety of the facility is available for use by the GOLF PROFESSIONAL during normal business hours (which may vary seasonally and due to weather conditions).

**SCOPE OF SERVICES**

The GOLF PROFESSIONAL will offer instructions (such as private lessons, group clinics, youth camps, etc.); provide administrative support to the Golf Course Director (including twenty hours of on-site pro shop presence); and assist with leagues, tournaments, and special events. The desired services will require marketing (electronic and print) to promote the availability of the services.

The GOLF PROFESSIONAL must be a PGA (Professional Golfers Association) Member or PGA Apprentice to professionally represent the City and the Golf Club and to ensure appropriate instruction to participants.

Services and programs must be structured for both adults and youth and must include, but not be limited to, programs as public demand dictates to promote golf in the community.

CITY OF FERNANDINA BEACH, FLORIDA  
REQUEST FOR QUALIFICATIONS (RFQ22-01)  
GOLF PROFESSIONAL SERVICES

City will maintain golf course and driving range/Toptracer facilities in such condition to allow for professional instruction. The GOLF PROFESSIONAL will be responsible for restoring areas of instruction at the driving range/Toptracer facility.

As a condition to the GOLF PROFESSIONAL'S right to use the City's facilities, the GOLF PROFESSIONAL agrees to and must comply with the following:

- a. GOLF PROFESSIONAL must operate and maintain a community service or program open to the general public.
- b. GOLF PROFESSIONAL must not exclude any person from its programs or services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
- c. The needs of the community should be given consideration in the planning of the GOLF PROFESSIONAL'S programs or services, and, therefore, the City and the GOLF PROFESSIONAL agree that discussions will be conducted, as needed, to assist with program development.
- d. GOLF PROFESSIONAL may not undertake any alterations or changes in the construction of the facility premises, without prior written consent of the City.
- e. All programs or services registration payments will be made through the City Golf Course located at 2800 Bill Melton Road, Fernandina Beach, FL, 32034, during regular business hours. The GOLF PROFESSIONAL may accept checks during instruction, but no cash payments are permitted except at the Golf Course offices. GOLF PROFESSIONAL shall provide a detailed invoice reflecting services rendered, date of service, and to whom they were rendered to receive payment from the City.
- f. GOLF PROFESSIONAL must abide by all Federal, State and local laws, in the operation of its programs or services at the facility.

**SITE INSPECTION**

The City's Golf Course facilities may be inspected during normal business hours. If desired, the Golf Course Director is available for additional conversations.

**ADDITIONAL INFORMATION**

For additional information concerning the services specified in this Request for Qualifications, interested contractors may contact Ms. Wanda Weaks, Purchasing Agent, (904) 310-3331 or email at [wweaks@fbfl.org](mailto:wweaks@fbfl.org).

**TIMELINE**

Anticipated start date is October 1, 2022.

**CONTRACT DURATION**

The initial contract term shall commence upon final execution of the contract by the City and shall expire three years from that date. The City reserves the right to extend the contract for two

CITY OF FERNANDINA BEACH, FLORIDA  
REQUEST FOR QUALIFICATIONS (RFQ22-01)  
GOLF PROFESSIONAL SERVICES

additional one-year terms providing both parties agree to the extension, and such extension is approved by the City.

The City or the GOLF PROFESSIONAL may terminate or suspend this agreement for any reason by giving at least thirty days written notice to the other party of its intent to terminate or suspend.

**QUALIFICATIONS**

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

**EVALUATION CRITERIA**

The City Manager will designate an Evaluation Committee to review all complete submissions. The Evaluation Committee will base its review on the following:

- Professional Certification
- Previous experience
- References

**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.

**CONTRACTOR'S STATUS AS AN INDEPENDENT CONTRACTOR**

The status of the CONTRACTOR under this agreement is that of an independent contractor. Nothing in this agreement shall create or be construed as creating a partnership between the City of Fernandina Beach and the CONTRACTOR, nor shall the CONTRACTOR be an agent of the City of Fernandina Beach.

**WAIVER OF SUBROGATION**

The City of Fernandina Beach and the CONTRACTOR waive all rights against each other for damages caused by perils covered by insurance provided under this agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City of Fernandina Beach and the CONTRACTOR as trustees. The CONTRACTOR shall require similar waivers from all Subcontractors and their subcontractors and suppliers.

The City of Fernandina Beach and the CONTRACTOR waive all rights against each other for loss or damage to any equipment used in connection with performance under this agreement and covered by any property insurance. The CONTRACTOR shall require similar waivers from all Subcontractors and their subcontractors and suppliers.

If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

CITY OF FERNANDINA BEACH, FLORIDA  
REQUEST FOR QUALIFICATIONS (RFQ22-01)  
GOLF PROFESSIONAL SERVICES

**CONTRACTOR'S Insurance**

The CONTRACTOR shall not commence any work in connection with this agreement until he has obtained all of the following types of insurance and such insurance has been approved by the City of Fernandina Beach and has named the City of Fernandina Beach as additional insured parties, except for Worker's Compensation Coverage and Professional Liability Insurance, nor shall the CONTRACTOR allow any Subcontractor to commence work under this agreement until all similar insurance required of the Subcontractor has been so obtained.

Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Best's Key Rating Guide" unless otherwise accepted by the City of Fernandina Beach in writing.

The CONTRACTOR'S insurance, and the insurance of any other party bound to the CONTRACTOR shall be considered primary. The City of Fernandina Beach's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this agreement.

**LOSS DEDUCTIBLE**

The City of Fernandina Beach shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONTRACTOR.

**CERTIFICATE OF LIABILITY INSURANCE**

The City of Fernandina Beach 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; and
- Statement that the insurer will mail notice to the City of Fernandina Beach and a copy to the CONTRACTOR at least thirty days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy; and
- Certificate of Insurance shall be in the form as approved by the City of Fernandina Beach, naming the City as additional insured, and such Certificate shall clearly state all the coverage required in this Article; and
- If requested by the City of Fernandina Beach, the CONTRACTOR and all subcontractors/Subcontractors 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 City of Fernandina Beach or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of the CONTRACTOR'S obligations to fulfill the requirements of this Article.

CITY OF FERNANDINA BEACH, FLORIDA  
REQUEST FOR QUALIFICATIONS (RFQ22-01)  
GOLF PROFESSIONAL SERVICES

**WORKERS' COMPENSATION INSURANCE**

The CONTRACTOR shall have in full force, during the life of this agreement, a Workers' Compensation and Employer's Liability Insurance for all his employees connected with work under this agreement, and in the event any work is subcontracted, the CONTRACTOR shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the CONTRACTOR. The 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 City of Fernandina Beach 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, the CONTRACTOR shall provide adequate insurance, satisfactory to the City of Fernandina Beach, for the protection of employees not otherwise protected.

**LIABILITY INSURANCE**

The CONTRACTOR shall have in full force, during the life of this agreement, Commercial General Liability and Commercial Automobile Liability Insurance that shall protect the City of Fernandina Beach 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.

**CONTRACTOR'S Professional Liability Insurance**

During the term of this agreement, the CONTRACTOR 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 Professional CONTRACTOR. The amount of insurance shall not be less than \$1,000,000 per occurrence and aggregate.

**PAYMENT**

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

CITY OF FERNANDINA BEACH, FLORIDA  
REQUEST FOR QUALIFICATIONS (RFQ22-01)  
GOLF PROFESSIONAL SERVICES

**EXHIBITS**

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

CITY OF FERNANDINA BEACH, FLORIDA  
REQUEST FOR QUALIFICATIONS (RFQ22-01)  
GOLF PROFESSIONAL SERVICES

**EXHIBIT “A”**  
**CONTACT SHEET**

**Name:** \_\_\_\_\_

**Federal Taxpayer ID:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City, State, & Zip Code:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Submitted By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**FIRM Accepts Credit Cards\*:** Yes No

**Accounting Contact:**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**\*See preferred method of payment under “Prompt Payment Act” section of the General Conditions**

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**



CITY OF FERNANDINA BEACH, FLORIDA  
REQUEST FOR QUALIFICATIONS (RFQ22-01)  
GOLF PROFESSIONAL SERVICES

**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.
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

CITY OF FERNANDINA BEACH, FLORIDA  
REQUEST FOR QUALIFICATIONS (RFQ22-01)  
GOLF PROFESSIONAL SERVICES

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  
REQUEST FOR QUALIFICATIONS (RFQ22-01)  
GOLF PROFESSIONAL SERVICES

**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: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

CITY OF FERNANDINA BEACH, FLORIDA  
REQUEST FOR QUALIFICATIONS (RFQ22-01)  
GOLF PROFESSIONAL SERVICES

**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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CITY OF FERNANDINA BEACH, FLORIDA  
REQUEST FOR QUALIFICATIONS (RFQ22-01)  
GOLF PROFESSIONAL SERVICES

**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 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 QUALIFICATIONS (RFQ22-01)  
 GOLF PROFESSIONAL SERVICES**

**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 not 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.

\_\_\_\_\_  
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  
REQUEST FOR QUALIFICATIONS (RFQ22-01)  
GOLF PROFESSIONAL SERVICES

**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  
REQUEST FOR QUALIFICATIONS (RFQ22-01)  
GOLF PROFESSIONAL SERVICES

**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.

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Firm

Date

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Authorized Signature

Printed or Typed Name and Title

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**