



City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

January 19th, 2021

Ref: P-01-21 Northbank Lawn / Riverfront Plaza FKA Jacksonville Landing Design Competition

Dear Design Firm:

The Downtown Investment Authority (DIA) of the City of Jacksonville, Florida, will require the professional services of a Design Team to provide the referenced services. Attached is a copy of the Request for Proposal.

In order to establish a list of qualified, interested and available people, this letter is being directed to you. If interested in providing the specific services, please provide the City with the following:

- A. ONE (1) MANUALLY SIGNED ORIGINAL, SIX (6) HARD COPIES, AND SIX (6) EXACT COPIES on USB Flash Drives (in pdf format excluding your financials) of your proposal, unless additional copies are otherwise requested in the Request for Proposals, specifically stating your interest and any other specific information or statements called for in the enclosed Request for Proposals.
- B. Complete information about your Design Firm and staff qualifications.
- C. A list of projects which indicate specific background and experience in the program area being considered.
- D. Please note: THREE (3) copies of the firm's financial statement (if required), may be submitted in three individually sealed envelopes, each envelope clearly labeled "Pursuant to Section 119.071(1)(c), Florida Statutes, the document contained herein is exempt from the mandatory disclosure requirements of the Florida Public records Law. Accordingly, it is not Subject to Public Inspection." Include your firm's name and the number of the project as shown above. In certain cases (roads and public works projects) may not be subject to the Public Records Law.

Please note:

- 1) Section 126.110 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or proposer.
- 2) A person or affiliate who has been placed on the State of Florida 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 public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

- 3) Collusion: The Proposer, by affixing his signature to this proposal agrees to the following: “Proposer certifies that this proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same service; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.”

Any questions regarding this RFP should be submitted via e-mail to Dustin Freeman at dustinf@coj.net no later than 11:00 a.m. on January 25, 2021. The answers to the questions received will be distributed in the form of an addendum shortly thereafter. The addendum will be located on the same website as the RFP at the following address <https://rfp.coj.net/rfp/solicitation/SolicitationDefault.asp>

If any addenda are issued to this RFP, a good faith attempt will be made to deliver a copy to each of those Proposers who, according to the records of the Division of Procurement, has requested a copy of this RFP, and it will be posted on the Procurement website. However, prior to submitting a proposal, it shall be the responsibility of the Proposer to contact the City’s Division of Procurement at dustinf@coj.net to determine if addenda were issued and, if so, to obtain such addenda for attachment to their proposal.

A Non-Mandatory Pre-Bid meeting via zoom is scheduled to be held on January 29th, 2021 at 11:00am ET.

Your proposal must clearly bear the RFP number (P-01-20) and must be received no later than 2:00 P.M. ET Wednesday, March 3rd, 2021, and directed to:

City of Jacksonville
Procurement Division
Attn: Dustin Freeman
214 N. Hogan Street, Suite 105
Jacksonville, FL 32202

Your package/proposal must be date and time stamped upon receipt. If it "appears" in our offices after the deadline and there is no date/time stamp, it will be rejected.

Yours very truly,

Gregory Pease

Chief, Procurement Division
Chairman, Professional Services
Evaluation Committee

GP: ab

cc: Council Auditor
David Migut, OGC
Subcommittee Members

Request for Proposals

Northbank Lawn/Riverfront Plaza
FKA Jacksonville Landing
Design Competition

Jan 19th, 2021



ONE CITY. ONE JACKSONVILLE.

CITY OF JACKSONVILLE
Procurement Division
Ed Ball Building
214 North Hogan Street, Suite 800 (8th Floor)
Jacksonville, Florida 32202
Phone: (904) 255-8800
Fax: (904) 255-8837

REQUEST FOR PROPOSAL
Northbank Lawn/Riverfront Plaza Design Competition

P-01-21

For

City of Jacksonville, Florida

SECTION 1

(Specific Information Regarding this RFP)

1.1 Introduction:

Because of the high visibility, size, location, and importance of the Riverfront Plaza to the public, the aesthetic, functional and programmatic design of the public space and the integration of public art to create a recognizable symbol of Downtown Jacksonville are paramount. To achieve this goal, the City of Jacksonville (“**Buyer**”) intends to select three (3) Design Firms and their consultants to compete in a Design Competition for the development of a vibrant and iconic public space on the premier waterfront site in Downtown Jacksonville, Florida. The City’s selection process under this Request for Proposal (RFP) will be performed in two separate parts: Part I, Qualifications and shortlisting and Part II, Design Competition of the shortlisted firms and final selection. The City intends to hire a complete Artist, Landscape Architect, Urban Designer, Architectural Team (“**Design Team**”, **made up of the “Design Firm” which is the “Firm”, “Contractor” or “Consultant”, and leads the team together with the identified and evaluated subconsultant team members**) to provide the professional design services described in **Section 1.2**.

The City shall appoint the Chief Executive Officer (CEO) of the Downtown Investment Authority (DIA) and the Director of Parks as the RFP evaluation subcommittee, who will be a part of the five (5) voting members of the Professional Services Evaluation Committee (PSEC). The evaluation subcommittee will have the counsel and advice of Subject Matter Experts (SMEs), consisting of external architects, landscape architects, and/or park planners, and Downtown stakeholders, as well as one or more representatives of the Downtown Development Review Board and the Downtown Investment Authority Board, and internal city representatives from the Office of the Mayor and the Department of Public Works, who will provide their recommendations and findings to the Procurement Division for consolidation and further distribution to the subcommittee with the PSEC making the final selection of the Design Team. It shall be expressly understood that the city shall have all rights to the design competition documents upon payment of the Design Teams invoice.

In Part I of this RFP, design teams will be required to submit a Statement of Qualifications, which the City will evaluate and score in accordance with the evaluation criteria set forth in Attachment B herein and will select the three (3) highest scoring design teams (the “**Shortlisted, Qualified, Design Teams**”) who will be invited to participate in the Design Competition and take part in the oral interviews and presentations leading to the final selection of the Design Firm and its Design Team of record. The City is initially seeking firms that have the capability, experience, and previous design excellence to achieve the objectives of **Sections 1.2**. The Shortlisted Qualified Design Teams will be provided the program and design criteria, rules, and procedures. A uniform remuneration shall be paid to each of the selected firms for their services in preparing their Design Competition conceptual drawings, renderings, and models. The amount of the uniform remuneration is \$125,000 for each firm. Each shortlisted Design Team will be required to execute a Remuneration Agreement for the 50% design submittal.

In Part II of this RFP process, the city will conduct the Design Competition, including presentations by each Shortlisted Qualified Design Team of their 50% design in written and in public oral interviews, which will lead to the final Design Team selection.

The selected winner of the Design Competition for the best qualified design will be invited to negotiate a full Professional Services Design contract with the City of Jacksonville, bringing Design to 100% and will report to the City’s Program Manager within the DIA, who will be acting as the City’s authorized agent, to transmit instructions, render timely decisions, and ensure that the City’s interests are protected in all issues related to the design of Northbank Lawn/Riverfront Plaza. The selected Design Team shall also coordinate all its design work with the City’s Project Manager within Public Works in a timely manner so as not to unnecessarily delay the project.

A detailed Scope of Work for the project will be developed during negotiations with the selected Design Team to establish the terms of the agreement for professional services and the Design Teams fee therefor.

Persons interested in submitting a response to this RFP (a “**Response**”) should carefully review this RFP for instructions on how to respond and for the applicable contractual terms. This RFP is divided into the following sections:

Section 1	Specific Information Regarding This RFP
Section 2	General Instructions
Section 3	General Terms and Conditions of Agreement
Section 4	Description of Services
Attachment A	Response Format for Part I
Attachment B	Evaluation Matrix
Attachment C	Equal Business Opportunity Program Requirements JSEB Form 1 JSEB Form 2
Attachment D	Errors & Omissions Procedures
Attachment E	Contract
Attachment F	Map of Downtown
Attachment G	Map of the Northbank Lawn / Riverfront Plaza Site
Attachment H	Remuneration Agreement
Form 1	Conflict of Interest Certificate

In the event of conflicting provisions, the following sections of this RFP will have priority in the order listed: Section 1, Section 4, Section 2, Section 3, the Attachments, and the Forms.

1.2 Scope of Services:

The services sought under this RFP are generally as follows; after the shortlisting of qualified Design Teams in Part I, the top three (3) selected Design Teams will each prepare a minimum 50% design for the public space of Northbank/Riverfront Plaza. At the conclusion of the design competition the results will be scored, and shortlisted Design Teams will be ranked one (1) through three (3). The DIA will enter into negotiations with the number one (1) ranked firm for completion of 100% design for the project described in section 4 of this RFP

See **Section 4** for a full description of the services and deliverables required in this RFP.

1.3 Term of Agreement:

Following the selection of a Design Team in Part II, the term of the contract will commence upon execution of the Contract and will continue until completion of the work specified in this RFP, subject to the early termination provisions in the Contract.

1.4 Minimum Requirements for Contractors:

Contractors must satisfy the following mandatory minimum requirements in order to have their Responses evaluated. Design Firms associating with other firms to bring specific expertise and experience to the Design Team is encouraged. Design Teams will also determine who will serve as the lead Design Firm, and Prime the contract, and who will be responsible for meeting these requirements. By submitting a Response, Contractor warrants and represents that it satisfies these requirements. Failure to meet these requirements will result in the Response not being evaluated and being rejected as non-responsive:

- a. The Design Team shall provide current proof of all business licenses required by local, state, and federal law as applicable.
- b. The Design Team and all sub-consultants must be authorized to transact business in Florida and registered under the laws of Florida to perform the professional design services in this RFP. (Note: The Design Firm is not required to be registered in the state of Florida to respond to this RFP but must be registered prior to execution of a contract).
- c. The Design Firm must have the capability to deliver final drawings in electronic format using either a standard .dxf or .dwg format.

- d. The Design Firm and its principal consultants (Design Team) must consist of an Artist, Landscape Architect, and Architect or Urban Designer that possesses the required experience outlined in **Section 4**.

1.5 Equal Business Opportunity Program:

It is an official policy of the City of Jacksonville to encourage the maximum participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. To participate as a JSEB on Buyer projects, a company must be certified as a JSEB with the City's Equal Business Opportunity Office.

[This RFP and the resulting Contract are subject to requirements of the "Encouragement Plan," which is fully described on Attachment C to this RFP.]

Contractors may contact Buyer's Equal Business Opportunity Office at 904-630-1165 or find the JSEB directory on Buyer's website. Please contact the Contact Person identified in **Section 1.12** if you are uncertain of Buyer's website address or if you experience problems accessing it.

1.6 Documents Available for Inspection:

During preparation of a response to this RFP, the following material is available for review by Contractors: dia.coj.net. Arrangements for inspection should be made with the Contact Person identified in **Section 1.12**. Copies of documents will be furnished to the extent permitted by law.

1.7 Federal Funds:

Federal funds **will not** be used as part of this solicitation. If federal funds will be used, please see Attachment E for additional terms and conditions.

1.8 Pre-Bid Meetings:

There is a **Non-Mandatory** pre-bid meeting scheduled for this RFP.

Join Zoom Meeting: <https://us02web.zoom.us/j/87366845841?pwd=N0VaMHNMVVI0cEZzNnAwOEY3S2NnZz09>

Meeting ID: 873 6684 5841

Passcode: 398078

One tap mobile +13017158592,,87366845841# US (Washington D.C) 13126266799,,87366845841#
+US (Chicago)

Dial by your location

- +1 301 715 8592 US (Washington D.C)
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 669 900 9128 US (San Jose)

Meeting ID: 873 6684 5841

1.9 Part I Response Due Date:

The deadline for submitting responses to this RFP is Wednesday March 3rd, 2021 at 2 p.m. EST. Please see Sections 2.3 and 2.4 for more details.

1.10 Response Delivery Location:

Responses must be delivered to the following location:

City of Jacksonville
Procurement Division
Attn: Dustin Freeman
214 N. Hogan Street, Room 105
Jacksonville, Florida 32202

1.11 Part I Response Opening:

All Responses received shall be publicly announced and recorded at 2:00 PM on the Response Due Date at the Response Delivery Location (see **Sections 1.9** and **1.10** above).

1.12 Contact Person:

Buyer’s Contact Person for this RFP is:

Dustin Freeman
 Manager of Purchasing
dustinf@coj.net

Please refer to **Section 2.9** for further information on who may and may not be contacted regarding this RFP.

1.13 Questions and Requests for Amendments:

Any questions, requests for information or requests for amendments to this RFP must be submitted in accordance with **Section 2.2** of this RFP.

1.14 Special Instructions:

The follow link dia.coj.net is provided for additional details to assist in decision making and for the development of Design Teams.

1.15 Schedule of events:

Below is the current schedule of events that will take place in the selection process under this two-part solicitation. The **City** reserves the right to make changes or alterations to the schedule as the **City** determines is in the best interests of the public. Design Teams will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the **City**, the dates indicated below for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Proposer to be disqualified.

Procurement Calendar (Schedule is subject to change):

Request for Proposal (Part I)

January 14 th , 2021	RFP submitted to PSEC
January 19 th , 2021	Advertisement of RFP
January 29, 2021	Non-Mandatory Pre-Bid (via zoom)
March 3 rd , 2021	Statement of Qualification Packages Due
March 18 th , 2021	Part I scores presented to PSEC (Shortlisted Design Teams)

Request for Proposal (Part II)

March 26 th , 2021	Additional Scope provided to Shortlisted Design Teams for 50% Design
June 20 th , 2021	Design Teams 50% Design Package Due
June 24 th , 2021	PSEC Design Competition with Oral Interviews (Open to Public)
July 14 th , 2021	Final scores and ranking presented to PSEC
July 22 nd , 2021	Negotiated rates with the #1 ranked firm submitted to PSEC for approval to contract for 100% Design

1.16 Special Contract Terms:

N/A

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SECTION 2 (General Instructions)

Contents

- 2.1 Application of Chapter 126 and Other Laws
- 2.2 Questions and Requests for Amendment to RFP
- 2.3 Format/Content of Responses
- 2.4. Submission of Responses
- 2.5 Evaluation of Responses
- 2.6 Negotiation and Award of Contract
- 2.7 Terms of Agreement
- 2.8 Public Meetings and Special Accommodations
- 2.9 Ex-Parte Communication.
- 2.10 Cost of Developing RFP Response
- 2.11 Response Ownership.
- 2.12 Public Records Law; Process For Protecting Trade Secrets and Other Information
- 2.13 Multiple Responses from Same Contractor; No Collusion.
- 2.14 Conflict of Interest.
- 2.15 Convicted Vendor List
- 2.16 Discriminatory Vendor List
- 2.17 Contractor Representations
- 2.18 Protests

2.1 Application of Chapter 126 and Other Laws:

The selection of and contracting with a Contractor under the RFP will be in accordance with Part 3 of Chapter 126, of the Jacksonville Ordinance Code. Other provisions of federal, state, county and local laws, and administrative procedures, policies or rules may apply to the RFP and any claims or disputes arising hereunder. Lack of knowledge of the law or administrative procedures, policies, or rules by any Contractor shall not constitute a cognizable defense against their effect.

2.2 Questions and Requests for Amendment to RFP:

If a Contractor (i) has questions about the RFP, (ii) finds discrepancies, omissions or ambiguities in the RFP, or (iii) believes any term or condition of the RFP is unreasonable, Contractor should request an amendment to the RFP. The request should reference the RFP section at issue and include any specific language that Contractor recommends using.

All requests for amendment must be submitted to the Contact Person in writing (via e-mail preferred) and, unless otherwise specified in the RFP, be received by the Contact Person at least **ten (10) calendar days** before the Response Due Date. Questions and requests for amendments directed to the Contact Person or to any other Buyer personnel shall not constitute a formal protest of the RFP. Failure to request an interpretation or change will be considered evidence that Contractor understands and agrees to the provisions of the RFP.

The posting of a written amendment is the only official method by which interpretations, clarifications, changes, or additional information will be given by Buyer prior to the opening of Responses. Any other interpretation, clarification, change or information will have no legal effect.

Buyer reserves the right to amend, cancel or reissue the RFP at its discretion. This includes the right to change the Response Due Date and the Contract award date. Notice of all amendments and cancellations will be posted on Buyer's website (please contact the Contact Person if you are uncertain of the website address or if you experience problems accessing it). Contractor is responsible for monitoring this website for new or changing information.

2.3 Format/Content of Responses:

- a. If a Response Format is specified in the RFP, Contractors should follow that format.
- b. Responses should be prepared simply and economically, providing a straightforward, concise description of Contractor's ability to provide services sought by the RFP. Unnecessary brochures, artwork, expensive paper, and presentation aids are discouraged. Bindings and covers will be at Contractor's discretion.

- c. When responding to specific questions, please reprint each question in its entirety before the response.
- d. Responses shall be in ink or typewritten. All corrections must be initialed.
- e. Response to Part I shall be limited to a page size of 8½" x 11". Font size less than 11-points is discouraged. The Response shall be indexed and all pages sequentially numbered.
- f. **Except as may be specifically requested in the Response Format, Contractor may not impose any additional terms or conditions to any aspect of the RFP.** Buyer objects to and shall not be required to consider any additional terms or conditions submitted by Contractor, including any appearing in the Response. In submitting a Response, Contractor agrees that any additional terms or conditions shall have no force or effect. Any failure to comply with the terms and conditions of the RFP, including those specifying information that must be submitted with a Response, may result in rejection of the Response. **If Contractor desires a change or clarification to the terms or conditions of the RFP, Contractor must follow the process set forth in Section 2.2 (“Questions and Requests for Amendments”).**
- g. Unless otherwise requested by Buyer, Contractors should make only one proposal for each RFP item. Multiple offerings, alternates (unless any are specifically requested by Buyer) and/or stipulations may be cause for rejection of a Response.
- h. Price offerings shall be **inclusive of ALL costs** (including but not limited to administrative cost for submission of all required paperwork on Buyer’s behalf and any other costs) and will be the only compensation given to Contractor for the required services herein.
- i. All prices submitted under the RFP shall be indelible. The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by lineout of the incorrect figures, writing in of correct figures, and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected item(s) only and may render the entire Response as nonresponsive.
- j. Failure to sign any form requiring a signature may be grounds for rejecting a Response.

2.4 Submission of Responses:

The location and deadline for submitting Part I and Part II Responses is set forth in **Section 1** of the RFP. Contractors are fully responsible for meeting these requirements. Reliance upon mail or public carrier is at Contractor’s risk. **Late bids will not be considered.**

- a. Contractor shall submit:
 - 1) One (1) original signed version of its Part I Response clearly marked as “ORIGINAL.” The Response must be signed by an officer or employee having authority to legally bind Contractor.
 - 2) Six (6) hard copies of the entire Part I Response.
 - 3) Six (6) scanned copies (in .pdf format) of entire Part I Response, each on a separate USB Flash Drive. Large files may be scanned as several separate PDF files.
 - 4) One (1) REDACTED scanned copy of the Part I Response (if necessary pursuant to **Section 2.12**). This copy should be marked “Confidential – Trade Secret” or something comparable to alert the reader of Contractor’s claim of a public records exemption.

All copies are to be placed in a sealed package. The outside must be marked with (i) the RFP title and number, and (ii) Contractor’s name, address, contact person, and telephone number.

It is the sole responsibility of each Contractor to assure all copies are EXACT duplicates of the original Response. Photocopies or USB Flash Drive will be used for the purpose of evaluating the Responses. Any information contained in the original Response which has not been transferred to the USB Flash Drive or photocopies will NOT be considered. The original document will be used solely for official record keeping and auditing purposes.

Part II Response deliverable formats will be addressed in the additional information provided to the shortlisted teams participating in the competition.

2.5 Evaluation of Part I and Part II Responses:

- a. The City shall appoint the Chief Executive Officer (CEO) of the Downtown Investment Authority (DIA) and the Director of Parks as the RFP evaluation subcommittee, who will be a part of the five (5) voting members of the Professional Services Evaluation Committee (PSEC). The RFP evaluation subcommittee will determine the qualifications, interest, and availability of Contractors by reviewing all Responses in accordance with the criteria established in Attachment B.
- b. The process for evaluation and selection will include two (2) parts. Part I will include evaluating responses based on the criteria established in Attachment B (Part I), which will be scored, and the three (3) top scoring Design Teams will be shortlisted to participate in Part II, of the design competition. The Shortlisted Qualified Design Teams will be provided the program and design criteria, rules, and procedures. A uniform remuneration shall be paid to each of the selected firms for their services in preparing their Design Competition conceptual drawings, renderings, and models. The amount of the uniform remuneration is \$125,000 for each firm. Each shortlisted Design Team will be required to execute a Remuneration Agreement for the 50% design submittal. In Part II, the design competition will be based on the criteria established in Attachment B (Part II). The design competition results will be scored and again the Design Teams will be ranked based on the highest score one (1) through three (3). The DIA will then negotiate a contract with the highest ranked Design Team for completion of 100% project design. The determination of which Contractors are “best qualified” will be based upon the criteria set forth in the RFP.
- c. The RFP evaluation subcommittee will have the counsel and advice of Subject Matter Experts (SMEs) for both Part I and Part II of this RFP. As stated in **Section 1.1**, these SMEs will consist of external architects, landscape architects, and/or park planners, and Downtown stakeholders, as well as one or more representatives of the Downtown Development Review Board and the Downtown Investment Authority Board, and internal city representatives from the Office of the Mayor and the Department of Public Works. The RFP evaluation subcommittee reserves the right to include additional, non-voting technical advisors during its review of the responses. In assessing the strengths and weaknesses of each submission, the SMEs may, at their own discretion, request clarification from the subcommittee.

NOTE: The names of these SMEs will be provided when their respective participation can be confirmed.

- d. The SMEs will provide their recommendations and findings to the Procurement Division for consolidation and further distribution to the RFP evaluation subcommittee with the PSEC making the final selection of the Design Team.
- e. Before making an award, the Buyer reserves the right to seek clarifications, revisions, and information it deems necessary for the proper evaluation of Responses. Failure to provide any requested clarifications, revisions or information may result in rejection of the Response.
- f. Buyer reserves the right to accept or reject any and all Responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if Buyer determines that doing so will serve Buyer’s best interests. Buyer may reject any Response not submitted in the manner specified by the RFP.

2.6 Negotiation and Award of Contract:

The process for contract negotiation and award is set forth in Jacksonville Ordinance Code **Sections 126.303 and 126.304**. Generally, Buyer will negotiate first with the highest ranked Contractor. If an agreement cannot be reached with the highest ranked Contractor, Buyer reserves the right to negotiate and recommend award to the next highest ranked Contractor or subsequent Contractor(s) until an agreement is reached.

- a. Buyer may make an award within sixty (60) days after the date the Responses are due, during which period the Responses shall remain firm and shall not be withdrawn. Any Response that expresses a shorter duration may, in Buyer's sole discretion, be accepted or rejected. If award is not made within sixty (60) days, the Response shall remain firm until either the Contract is awarded, or Buyer receives from Contractor written notice that the Response is withdrawn. [Note: Withdrawal of a Response may be requested within 72 hours (excluding State holidays, Saturdays, and Sundays) after the date and time Responses are due. Buyer will not accept an amended Response after the date and time Responses are due.]
- b. Except as may otherwise be expressly set forth in the RFP, Buyer intends to award one contract, but reserves the right to enter into a contract with multiple Contractors or to reject all Responses.

- c. Based on the evaluation and negotiation results, Buyer shall electronically post a notice of intended award at Buyer's website. Please contact the Contact Person if you are uncertain of Buyer's website address or if you experience problems accessing it. Any person who is adversely affected by the decision shall file with Buyer a notice of protest in accordance with the Protest provisions of the RFP. Buyer does not intend to provide tabulations or notices of award by telephone.

2.7 Terms of Agreement:

After award to the successful Contractor, Buyer and Contractor will promptly enter into a written agreement (the "Contract") incorporating the terms of the RFP, the successful Response, and other terms and conditions as may be agreed to between the parties. To the extent the Response contains exceptions to or modifications of the RFP, such exceptions or modifications are stricken unless Buyer affirmatively accepts the exceptions or modifications in the Contract. The Contract will be substantially in the form set forth in an attachment to the RFP. Buyer will not be obligated to pay Contractor for the RFP services until the Contract is signed by both parties. Buyer retains the right to reject all bids and/or amend its notice of award at any time prior to the full execution of the Contract.

If the successful Contractor fails to perform the Services as agreed, Buyer reserves the right to (i) issue a new solicitation for the Services; (ii) reopen the RFP for the purpose of negotiating and awarding a second contract to another Contractor in accordance with the criteria and processes set forth herein; and/or (iii) take such other actions permitted by law.

2.8 Public Meetings and Special Accommodations:

Any meetings of the RFP evaluation committee (i.e., the Professional Services Evaluation Committee), shall be noticed on Buyer's website and shall comply with Florida's Open Meetings Laws. Please contact the Contact Person if you are uncertain of Buyer's website address or if you experience problems accessing it. Persons requiring a special accommodation because of a disability should contact the Contact Person identified in **Section 1** at least forty-eight (48) hours prior to the meeting.

2.9 Ex-Parte Communications:

Communications regarding the RFP by a potential vendor, service provider, bidder, lobbyist or consultant to city employees, staff, or hired consultants are prohibited. This prohibition includes communications with the Buyer's Office of General Counsel unless the Contact Person has authorized those communications in advance. Violations may result in the rejection/disqualification of a Response.

These prohibitions on ex-parte communications do not apply to the following:

- a. communications regarding the RFP to the Chief of the Procurement Division or the Contact Person, provided the communication is limited strictly to matters of process or procedure already contained in the RFP.
- b. communications with the city employee responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures.
- c. communications with the Office of Inspector General and his/her staff regarding any perceived inefficiency, misconduct, or abuse by city employees.
- d. communications at any pre-bid conferences.
- e. presentations before publicly noticed committee meetings.
- f. contract negotiations during any duly noticed public meeting.
- g. any duly noticed site visits to determine competency of bidders during the period between bid opening and issuance of the Chief of Procurement Division's written recommendation.
- h. communications that are necessary for, and solely related to, the ordinary course of business concerning Buyer's existing contract(s) for the materials or services addressed in the RFP.

The period for these prohibitions commences upon the advertisement of the RFP and terminates after the Chief of the Procurement Division issues a written recommendation to the corresponding awarding committee. If the awarding committee refers the Chief's recommendation back for further review, the prohibitions shall be reinstated until such time as the Chief issues a subsequent recommendation.

2.10 Cost of Developing RFP Response:

All costs related to the preparation of Responses, notwithstanding the stipend for the 50% design competition, and any related activities are the sole responsibility of Contractor. Buyer assumes no liability for any costs incurred by Contractors throughout the entire selection process.

2.11 Response Ownership:

All Responses to Part I and Part II, including attachments, supplementary materials, addenda, and the 50% design competition materials, etc., shall become property of Buyer and shall not be returned to Contractor. Buyer will have the right to use any and all ideas or adaptation of ideas presented in any Response. Acceptance or rejection of a Response shall not affect this right.

2.12 Public Records Law; Process For Protecting Trade Secrets and Other Information:

Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and **Section 119.011**, Florida Statutes, provides a broad definition of public records. As such, all responses to the RFP are public records unless exempt by law. If Contractor considers any portion of its Response to be exempt from disclosure under Florida law, Contractor must provide Buyer with a separate redacted copy of the Response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation. Contractor shall be responsible for defending its determination that the redacted portions of its Response are confidential, trade secret or otherwise not subject to disclosure. Further, Contractor shall protect, defend, and indemnify Buyer for any and all claims arising from or relating to Contractor's determination that the redacted portions of its Response are confidential, trade secret or otherwise not subject to disclosure. If Contractor fails to submit a Redacted Copy with its Response in accordance with **Section 2.4** above, Buyer is authorized to produce the entire Response in answer to a public records request.

In accordance with **Section 119.0701**, Florida Statutes, the Contractor shall:

- a. Keep and maintain public records required by City to perform the services; and
- b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and
- d. Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in **Section, 119.0701**, Florida Statutes.

IF 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 CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

2.13 Multiple Responses from Same Contractor; No Collusion:

More than one Response from an individual, firm, partnership, corporation, or association under the same or different names is not permitted. Reasonable grounds for believing that a Contractor is involved in more than one Response for the same work will be cause for rejection of all Responses in which such Contractor is believed to be involved. Any or all Responses will be rejected if there is reason to believe that collusion exists between Contractors. Responses in which the prices obviously are unbalanced will be grounds for rejection.

2.14 Conflict of Interest:

Section 126.110 of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or Contractor. The parties will follow the provisions of **Section 126.110**, Jacksonville *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with Buyer, to the extent the parties are aware of the same. All Contractors must submit the Conflict of Interest Certificate attached to the RFP.

2.15 Convicted Vendor List:

A person or affiliate placed on the State of Florida convicted vendor list pursuant to **Section 287.133**, Florida Statutes, following a conviction for a public entity crime may not do any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- a. submit a bid on a contract to provide any goods or services to a public entity;
- b. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- c. submit bids on leases of real property to a public entity;
- d. be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- e. transact business with any public entity in excess of the Category Two threshold amount provided in **Section 287.017**, Florida Statutes.

2.16 Discriminatory Vendor List:

An entity or affiliate placed on the State of Florida discriminatory vendor list pursuant to **Section 287.134**, Florida Statutes, may not:

- a. submit a bid on a contract to provide any goods or services to a public entity;
- b. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- c. submit bids on leases of real property to a public entity;
- d. be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- e. transact business with any public entity.

2.17 Contractor Representations:

In submitting a Response, Contractor understands, represents, and acknowledges the following (if Contractor cannot so certify to any of following, Contractor shall submit with its Response a written explanation of why it cannot do so).

- a. Contractor currently has no delinquent obligations to the City of Jacksonville or any of its independent agencies.
- b. The Response is submitted in good faith and without any prior or future consultation or agreement with any other respondent or potential respondent.
- c. To the best of the knowledge of the person signing the Response, neither the Contractor, its affiliates, subsidiaries, owners, partners, principals, or officers:
 - 1) is currently under investigation by any governmental authority for conspiracy or collusion with respect to bidding on any public contract;
 - 2) is currently under suspension or debarment by any governmental authority in the United States;
 - 3) has within the preceding three years been convicted of or had a civil judgment rendered against it, or is presently indicted for or otherwise criminally or civilly charged, in connection with (i) obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; (ii) violation of federal or state antitrust statutes; or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - 4) has within the preceding three-year period had one or more federal, state, or local government contracts terminated for cause or default.

Pursuant to **Section 287.135(2)**, *Florida Statutes*, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

- a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor is on the Scrutinized Companies that Boycott Israel List, created pursuant to **Section 215.4725**, *Florida Statutes*, or is engaged in a boycott of Israel; or
- b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering or renewing such contract, Contractor:
 - 1) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to **Section 215.473**, *Florida Statutes*; or
 - 2) Is engaged in business operations in Cuba or Syria.

Pursuant to **Section 287.135(3)(a)4**, *Florida Statutes*, City may terminate this Contract at City's option if this Contract is for goods or services in an amount of one million dollars or more and Contractor:

- a. Is found to have submitted a false certification under **Section 287.135(5)**, *Florida Statutes*;
- b. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to **Section 215.473**, *Florida Statutes*;
- c. Is engaged in business operations in Cuba or Syria.

Pursuant to **Section 287.135(3)(b)**, *Florida Statutes*, City may terminate this Contract at City's option if this Contract is for goods and services of any amount and Contractor:

- a. Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or
- b. Is engaged in a boycott of Israel.

All representations made by Contractor to Buyer in connection with the RFP have been made after a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Response.

Contractor shall indemnify, defend, and hold harmless Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Response.

All information provided by, and representations made by, Contractor are material and important and may be relied upon by Buyer in awarding the Contract.

2.18 Protests:

Any protest concerning the RFP shall be made in accordance with the Procurement Protest Procedures established pursuant to **Section 126.106(e)** of the Jacksonville Ordinance Code. A full copy of the procedures is available on Buyer's website and can also be obtained by contacting Buyer's Contact Person. Please contact the Contact Person if you are uncertain of Buyer's website address or if you experience problems accessing it. Questions and requests made to the Contact Person shall not constitute formal Notice of Protest.

The Procurement Protest Procedures include the following provisions:

- a. A Protestant shall have 10 business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an amendment, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing: (i) the basis for making the award in question; (ii) evaluation criteria; (iii) equipment, product, or material specifications; (iv) proposed project schedules; (v) statements regarding participation goals or other equal opportunity measures; or (vi) other general solicitation or project requirements.
- b. A Protestant shall have 48 hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a bid or proposal; (ii) a contract award; or (iii) the short-listing of bidders or proposers.
- c. A written Notice of Protest shall: (i) be addressed to the Chief [of Jacksonville's Procurement Division]; (ii) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Chief to identify the same; (iii) state the timeliness of the protest; (iv) state Protestant's legal standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.
- d. At the time of filing a timely Notice of Protest, a Protestant may request an extension of three (3) business days after the date its Notice of Protest is timely received, in which to provide supplemental protest documentation. Failure to do so or to timely submit the supplemental protest documentation shall constitute a waiver of any right to same.
- e. The timely filing of a Notice of Protest shall be accomplished when said notice is received by the Procurement Division within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Chief of Procurement Division at 214 North Hogan Street, Suite 800, Jacksonville, Florida 32202, or by electronic transfer via facsimile to (904) 255-8837. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant, regardless as to the method of delivery employed.

SECTION 3

(General Terms and Conditions of Agreement)

Contents

- 3.1 Provision of Services
- 3.2 Relationship of the Parties
- 3.3 Buyer's Right to Make Changes
- 3.4 Service Warranties
- 3.5 Buyer Will Assist Contractor
- 3.6 Location Requirements for Services
- 3.7 Use of Subcontractors; Flow-Down Provisions
- 3.8 Meetings and Reports
- 3.9 Ownership of Works
- 3.10 Intellectual Property
- 3.11 Software Development Processes and Standards
- 3.12 Limitation of Warranty for Buyer-Furnished Software
- 3.13 Loss of Data
- 3.14 Purchase Orders
- 3.15 Best Pricing for Comparable Services to Other Government Entities
- 3.16 Invoicing and Payment
- 3.17 Taxes
- 3.18 Right of Setoff
- 3.19 Retention of Records / Audits
- 3.20 Indemnification
- 3.21 Insurance
- 3.22 Buyer's Right to Suspend Work
- 3.23 Buyer's Right to Terminate for Convenience
- 3.24 Buyer's Remedies Upon Contractor Default.
- 3.25 Contractor Remedies Upon Buyer Default.
- 3.26 Transition Services
- 3.27 Force Majeure, Notice of Delay, and No Damages for Delay
- 3.28 No Waiver
- 3.29 Qualification of Contractor Employees, Subcontractors, and Agents
- 3.30 Security Procedures
- 3.31 Restrictions on the Use or Disclosure of Buyer's Information
- 3.32 Protection of Contractor's Trade Secrets and Other Confidential Information
- 3.33 Assignment
- 3.34 Notice and Approval of Changes in Ownership
- 3.35 Assignment of Antitrust Claims
- 3.36 Equal Employment Opportunity
- 3.37 Other Non-Discrimination Provisions
- 3.38 Prompt Payment to Subcontractors and Suppliers
- 3.39 Conflicts of Interest
- 3.40 Contingent Fees Prohibited
- 3.41 Truth in Negotiation Certificate
- 3.42 Compliance with Applicable Laws
- 3.43 Cooperative Purchasing
- 3.44 Warranty of Ability to Perform
- 3.45 Warranty of Authority to Sign Contract
- 3.46 Governing State Law/Severability/Venue/Waiver of Jury Trial
- 3.47 Construction
- 3.48 Office of Inspector General
- 3.49 Ethics Provisions for Vendors and Suppliers

3.1 Provision of Services:

Contractor shall provide Buyer with all the services and deliverables described in the RFP, the Response, and the resulting Contract (collectively, the “Services”). If any services, functions, or responsibilities are not specifically described in the RFP, the Response or the resulting Contract but are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein.

3.2 Relationship of the Parties:

In performance of the Services, Contractor shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of Buyer. Contractor shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences, and procedures utilized to perform the Services in accordance with the Contract.

3.3 Buyer’s Right to Make Changes:

Buyer may unilaterally require, by written order, changes altering, adding to, or deducting from the Services (“Changes”), provided that such Changes are within the general scope of the Contract. Buyer will make an equitable adjustment in the Contract price or delivery date if the Change materially affects the cost or time of performance. Such equitable adjustments require the written consent of Contractor, which shall not be unreasonably withheld. The Parties will cooperate with each other in good faith in discussing the scope and nature of the Change, the availability of Contractor personnel, the expertise, and resources to provide such Change, and the time period in which such Change will be implemented.

3.4 Service Warranties:

Contractor warrants that the Services shall be performed and delivered in a professional, first-class manner in accordance with the Contract and the standards prevailing in the industry. Contractor shall also undertake the following actions without additional consideration during the term of the Contract and for one year thereafter: (i) promptly making necessary revisions or corrections to resolve any errors and omissions on the part of Contractor; and (ii) conferring with Buyer for the purpose of interpreting any of the Services or information furnished. Acceptance of the Services by Buyer shall not relieve Contractor of these responsibilities. The warranties and covenants in this paragraph will extend to all subcontractors as well.

The foregoing warranties and covenants shall not apply (i) with respect to any portions of the Service that have been produced by anyone other than Contractor or its subcontractors; (ii) to any modifications made by anyone other than Contractor or its subcontractors or without Contractor's specific prior written consent; or (iii) to any use of the Service in a manner or for any purpose other than those contemplated in the Contract. **EXCEPT AS EXPRESSLY STATED IN THE CONTRACT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR’S WARRANTIES EXTEND SOLELY TO BUYER.**

3.5 Buyer Will Assist Contractor:

At Contractor’s request, Buyer will provide reasonable assistance and cooperation to Contractor, including the supply of any data and information necessary for Contractor to provide the Services. Buyer will also designate a Contract Manager who will, on behalf of Buyer, work with Contractor and administer the Contract in accordance with its terms.

3.6 Location Requirements for Services:

N/A

3.7 Use of Subcontractors; Flow-Down Provisions:

Except to the extent the use of subcontractors is disclosed in the Response or consented to in writing by Buyer, Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder. In all cases, Contractor will be responsible for the acts or omissions of its subcontractors. Contractor will ensure that all relevant contractual obligations will flow down to the subcontractors and will be incorporated into the subcontracts (including the obligations relating to insurance, indemnification, delays, intellectual property rights, public records, non-discrimination, audits, security, location of services, termination, transition assistance, warranties, and the manner in which the Services are to be performed).

3.8 Meetings and Reports:

Contractor must attend all meetings and public hearings relative to the Services where its presence is determined to be necessary and requested by Buyer and Contractor can reasonably schedule its appearance. Unless otherwise agreed, Contractor shall provide a monthly report summarizing Contractor's performance. Contractor shall provide other periodic reports respecting the Services as Buyer reasonably requests.

3.9 Ownership of Works:

- a. As used in **Sections 3.9 and 3.10**, the term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment, and material, negative, report, finding, recommendation, data and memorandum of every description, shared with or delivered to Buyer pursuant to the Contract and the Design Competition response.
- b. With the exception of Contractor's pre-existing intellectual capital and third-party intellectual capital as described in **Section 3.10** below, Buyer shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each Work including, but not limited to, software, source code, reports, deliverable, or work product developed by Contractor specifically for Buyer in connection with the Contract, and derivative works relating to the foregoing. The use of these Works in any manner by Buyer shall not support any claim by Contractor for additional compensation.
- c. Each Work, and any portion thereof, shall be a "work made for hire" for Buyer pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but previously developed by Contractor specifically for other customers of Contractor or for the purpose of providing substantially similar services to other Contractor customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of the Works are not deemed works made for hire by operation of law, Contractor hereby irrevocably assigns, transfers, and conveys to Buyer, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, Contractor acknowledges that Buyer shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as Buyer may reasonably request, to perfect or evidence Buyer's ownership of the Work.

3.10 Intellectual Property:

- a. Contractor grants to Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant and the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party who provides service to Buyer) Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.
- b. If the Work contains, has embedded in, or requires for the use of, any third-party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Contractor shall secure for Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office).
- c. Should Buyer, or any third party obtaining such Work through Buyer, use the Work or any part thereof for any purpose other than that which is specified in the Contract, it shall be at Buyer's and such third party's sole risk.

3.11 Software Development Processes and Standards:

To the extent any software is developed, modified, or otherwise procured under the Contract, Contractor will use commercially accepted software development and documentation processes and standards.

3.12 Limitation of Warranty for Buyer-Furnished Software:

In lieu of any other warranty expressed or implied herein, Buyer warrants that any programming aids and software packages supplied for Contractor use as Buyer-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by Buyer from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). Should Buyer furnish Contractor with any programming aids or software packages that are found not to be suitable for their intended use on the system(s) for which designed, Contractor shall notify Buyer and supply documentation regarding any defects and their effect on progress on the Contract. Buyer will consider equitably adjusting the delivery performance dates or compensation, or both, and any other contractual provision affected by the Buyer-furnished property in accordance with the procedures provided for in **Section 3.3** above ("Buyer's Right to Make Changes").

3.13 Loss of Data:

If any Buyer data or record is lost or corrupted due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for correcting and recreating all production, test, acceptance and training files or databases affected which are used in the provision of services, at no additional cost to the Customer in the manner and on the schedule set by Buyer. This remedy shall be in addition to any other remedy Buyer may be entitled to by law or the Contract.

3.14 Purchase Orders:

If the Contract requires a Service to be ordered by Buyer via purchase order, Contractor shall not deliver or furnish the Service until a Buyer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by Buyer directly with Contractor, and shall be deemed to incorporate by reference the Contract. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to Buyer.

3.15 Best Pricing for Comparable Services to Other Government Entities:

Compensation for the Services shall be as set forth in the Contract. During the Contract term, if Contractor offers better pricing to other government entities for substantially the same or a smaller quantity of Services upon the same or similar terms of the Contract ("Better Pricing"), then the price under the Contract shall be immediately reduced to the better price. Buyer may require Contractor to certify on an annual basis that Better Pricing (as defined above) does not exist.

3.16 Invoicing and Payment:

- a. Unless otherwise specified in the RFP, payment to Contractor for Services shall be made monthly for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. Buyer may require any other information from Contractor that Buyer deems necessary to verify its obligation to pay under the Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. Buyer does not pay service charges, interest or late fees unless required by law.
- b. To the extent Contractor's fees include reimbursement for travel or travel-related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, Jacksonville Ordinance Code.
- c. Buyer's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.

3.17 Taxes:

Buyer is generally exempt from any taxes imposed by the State of Florida or the Federal Government. Exemption certificates will be provided upon request. Contractor shall not include any state, local and federal taxes in any prices quoted to Buyer.

3.18 Right of Setoff:

Buyer may, in addition to other remedies available at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted in good faith by Buyer (or any other local government entity or authority located in Duval County, Florida) against Contractor.

3.19 Retention of Records / Audits:

- a. Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe, and sufficient.
- b. Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to Buyer. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.
- c. At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by Buyer (including Buyer's auditor and inspector general offices), and to have full access to and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Contractor will not charge Buyer for any setup, supervision, or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and Buyer shall be permitted to bring its photocopying equipment if Buyer so desires.
- d. Contractor must comply with and cooperate in any audits or reports requested by Buyer and must ensure that all related party transactions are disclosed to the auditor.
- e. Contractor must permit Buyer to interview any of Contractor's employees, subcontractors, and subcontractor employees to assure Buyer of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or Buyer is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge Buyer for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.
- f. Following any audit or review, if performance of Contractor is, in the opinion of Buyer, deficient, Buyer will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit, to Buyer, said corrective plan within ten (10) days of receiving Buyer's written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after Buyer's receipt of the corrective action plan.
- g. All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury, under **Section 837.06**, Florida Statutes.
- h. Contractor must include the aforementioned audit, inspection, investigation and record-keeping requirements in all subcontracts and Contract assignments.
- i. Contractor agrees to reimburse Buyer for the reasonable costs of investigation incurred by Buyer for audits, inspections and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

3.20 Indemnification:

APPLICANT shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees, and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

- a. General Tort Liability, for any negligent act, error or omission, recklessness, or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and
- b. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up, or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and
- c. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnified Party exercises its obligation under this Contract, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Parties of the applicable claim or liability, and (2) allow Indemnifying Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. The scope and terms of the indemnity obligations herein described are separate and apart from and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

3.21 Insurance:

Without limiting its liability under the Contract, Contractor and its subcontractors shall procure and maintain at their sole expense, during the term of the Contract, insurance of the types and in the minimum amounts stated below;

Insurance Coverages

SCHEDULE	LIMITS
Workers Compensation	Florida Statutory Coverage
Employer's Liability	\$100,000 Each Accident
	\$100,000 Disease Policy Limit
	\$100,000 Each Employee/Disease
Commercial General Liability	\$2,000,000 General Aggregate
	\$2,000,000 Products/Comp. Ops Agg.
	\$1,000,000 Personal/Advertising Injury

This insurance shall cover the applicant (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

\$1,000,000 Each Occurrence
\$ 50,000 Fire Damage
\$ 5,000 Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability \$1,000,000 Combined Single Limit

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement). An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Design Professional Liability \$5,000,000 per Claim
\$5,000,000 Aggregate

Any entity hired to perform professional design services as a part of this Agreement shall maintain professional liability coverage. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Additional Insurance Provisions

- a. Certificates of Insurance. Applicant shall deliver the City Certificates of Insurance that shows the corresponding City Contract or Bid Number in the Description, Additional Insureds, Waivers of Subrogation and Primary & Non-Contributory statement as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- b. Additional Insured: All insurance except Worker's Compensation, Professional Liability, AD&D and Crime (if required) shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability CA2048.
- c. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers, employees and agents.
- d. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- e. Applicant's Insurance Primary. The insurance provided by the applicant shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees, and agents.
- f. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured applicant. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.
- g. Applicant's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the applicant or its Subcontractors, employees or agents to the City or others.

Any remedy provided to City or City's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

- h. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by applicant shall relieve applicant of applicant's full responsibility to provide insurance as required under this Contract.
- i. Notice. The applicant shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the applicant, as applicable, shall provide said thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- j. Survival. Anything to the contrary notwithstanding, the liabilities of the applicant under this Contract shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage.
- k. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.
- l. Special Provision: Prior to executing this Agreement, applicant shall present this Contract and insurance requirements attachments to its Insurance Agent Affirming: (1) That the Agent has Personally reviewed the insurance requirements of the Contract Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of the applicant.

3.22 Buyer's Right to Suspend Work:

Buyer may in its sole discretion suspend any or all activities under the Contract by providing a written notice to Contractor at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Contractor, Buyer shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate the Contract in accordance with the applicable termination provisions. Suspension of work shall not entitle Contractor to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Contractor shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

3.23 Buyer's Right to Terminate for Convenience:

Buyer reserves the right to terminate the Contract at any time and for any reason by giving written notice to Contractor. If the Contract is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Services performed to the date of termination. Access to all work papers will be provided to the Buyer after the termination of the Contract. The parties understand and agree that Contractor shall not have a reciprocal right to terminate the Contract for convenience; it being understood that Buyer's payment for Services forms the consideration for Contractor not having this right. In the event of Buyer's termination of the Contract, Buyer (in its sole discretion) may also require Contractor to provide the Transition Services as set forth in **Section 3.26** below.

3.24 Buyer's Remedies Upon Contractor Default:

Any one or more of the following events, if not cured within ten (10) calendar days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services within the time specified in the Contract or any extension, (2) Contractor fails to maintain adequate progress, thus endangering performance of the Contract, (3) Contractor fails to honor any other material term of the Contract, or Contractor fails to abide by any statutory, regulatory, or licensing requirement. Buyer may extend the ten (10)-day cure period in its discretion.

In addition, the following shall constitute an immediate Event of Default with no right cure: (i) Contractor is found to have made a false representation or certification in its Response, or (ii) Contractor has been placed on the list maintained under **Section 287.135**, Florida Statutes, of companies with activities in Sudan or in Iran Petroleum Energy Sector.

Upon an “Event of Default” on the part of Contractor, Buyer will be entitled to terminate the Contract and pursue such other remedies available at law or equity, including the recovery of any procurement costs and delay damages. The rights and remedies available to Buyer under the Contract are distinct, separate, and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other.

If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience.

3.25 Contractor Remedies Upon Buyer Default:

Buyer shall be in default if Buyer fails to honor any material term of the Contract, and such failure is not cured within forty-five (45) calendar days after receipt of written notice thereof from Contractor. In the event of Buyer’s default, Contractor will be entitled to terminate the Contract and pursue such other remedies available at law or equity as it deems appropriate. **Except as expressly provided elsewhere in the Contract, Contractor will not be entitled to recover any lost profits or consequential damages.** The rights and remedies available to Contractor under the Contract are distinct, separate and cumulative remedies, and no one of them shall be deemed to be in exclusion of any other.

3.26 Transition Services:

At any time prior to the date the Contract expires or terminates for any reason (the “Termination Date”), Buyer may direct Contractor to provide reasonable transition assistance services (“Transition Assistance”). Contractor shall provide such Transition Assistance until such time as Buyer notifies Contractor that Buyer no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date.

Transition Assistance shall mean any services, functions or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service provider (either Buyer itself or a third-party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by Buyer, those third parties shall cooperate with Contractor in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Contractor.

Transition Assistance rendered before the Termination Date shall be provided at no additional cost to Buyer. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Contractor charges to government entities for comparable services; provided however, that if Buyer terminates the Contract because of a breach by Contractor, then (i) the Transition Assistance shall be provided at no cost to Buyer, and (ii) Buyer will be entitled to any other remedies available to it under law. Contractor may withhold Transition Assistance after the Termination Date if Buyer does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Contractor in accordance with the invoicing and payment provisions of the Contract.

3.27 Force Majeure, Notice of Delay, and No Damages for Delay:

Neither party shall be responsible for delays in performance if the delay was beyond that party’s control (or the control of its employees, subcontractors, or agents). Contractor shall notify Buyer in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, Buyer will give Contractor a reasonable extension of time to perform; provided, however, that Buyer may elect to terminate the Contract in whole or in part if Buyer determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to Buyer. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR’S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** No claim for damages, other than for an extension of time, shall be asserted against Buyer. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from Buyer for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

3.28 No Waiver:

The delay or failure by a party to exercise or enforce any of its rights under the Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, Buyer's payment for the Services shall not release Contractor of its obligations under the Contract and shall not be deemed a waiver of Buyer's right to insist upon strict performance hereof.

3.29 Qualification of Contractor Employees, Subcontractors, and Agents:

All Contractor employees, subcontractors and agents performing work under the Contract shall be properly trained and qualified. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors and agents performing work under the Contract must comply with all reasonable administrative requirements of Buyer and with all controlling laws and regulations relevant to the services they are providing under the Contract. Buyer may conduct, and Contractor shall cooperate in, a security background check or other assessment of any employee, subcontractor or agent furnished by Contractor. Buyer may refuse access to, or require replacement of, any personnel for reasonable cause.

Contractor shall take all actions necessary to ensure that Contractor's employees, subcontractors, and agents are not considered employees of Buyer. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than Buyer.

As a condition to providing services to Buyer, Contractor (and any subcontractor) will enroll and participate in the federal E-Verify Program within thirty days of the effective date of the Contract. Proof of enrollment and participation will be made available to Buyer upon request.

3.30 Security Procedures:

Contractor and its employees, subcontractors and agents shall comply fully with all generally applicable security procedures of the United States, the State of Florida and Buyer in performance of the Contract. Buyer agrees that any security procedures imposed by Buyer specifically for the Contract will be reasonable and will not impose any unreasonable costs or hardships.

3.31 Restrictions on the Use or Disclosure of Buyer's Information:

Contractor shall not use, copy or disclose to third parties, except in connection with performing the Services, any information obtained by Contractor or its agents, subcontractors or employees in the course of performing the Services, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of Buyer. At Buyer's request, all information furnished by Buyer will be returned to Buyer upon completion of the Services. Contractor shall not be required to keep confidential any information that has already been made publicly available through no fault of Contractor or that Contractor developed independently without relying on Buyer's information. To ensure confidentiality, Contractor shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Contract.

3.32 Protection of Contractor's Trade Secrets and Other Confidential Information:

All documents received by Buyer in connection with this Agreement are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to Buyer. Buyer agrees to notify Contractor of any third-party request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within five (5) business days of Contractor's receiving notice of the request, Buyer may release the requested information. Such release shall be deemed for purposes of the Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copy right or other intellectual property.

3.33 Assignment:

Each party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of the Contract. Contractor shall not sell, assign, or transfer any of its rights (including rights to payment), duties or obligations under the Contract without the prior written consent of Buyer. In the event of any assignment, Contractor shall remain liable for performance of the Contract unless Buyer expressly waives such liability. Buyer may assign the Contract with prior written notice to Contractor of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of Buyer.

3.34 Notice and Approval of Changes in Ownership:

Because the award of the Contract may have been predicated upon Contractor's ownership structure, Contractor agrees that any transfer of a substantial interest in Contractor by any of its owners shall require Buyer's prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of the Contract, Contractor represents that it has no knowledge of any intent to transfer a substantial interest in Contractor. A substantial interest shall mean at least 25% of the voting shares in Contractor. This section shall not apply to (i) transfers occurring upon the incapacitation or death of an owner; (ii) transfers associated with an initial public offering on the NYSE or NASDAQ markets; or (iii) transfers to a company whose stock is publicly traded on the NYSE or NASDAQ markets.

3.35 Assignment of Antitrust Claims:

Contractor and Buyer recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by Buyer. Therefore, Contractor hereby assigns to Buyer any and all claims under the antitrust laws of Florida or the United States for overcharges of goods, materials or services purchased in connection with the Contract.

3.36. Equal Employment Opportunity:

The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in **42 U.S.C. Section 12112**, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations, are incorporated herein by reference if and to the extent applicable. If Contractor is exempt from any of the above cited terms, written evidence of such exempt status must be provided to Buyer.

3.37 Other Non-Discrimination Provisions:

As required by **Section 126.404**, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; *provided however*, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

3.38 Prompt Payment to Subcontractors and Suppliers:

The following is required by Chapter 126, Part 6, Jacksonville Ordinance Code; provided however, if Contractor does not use JSEB subcontractors, as identified below, this **Section 3.38** shall not apply:

- a. *Generally.* When Contractor receives payment from Buyer for labor, services or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after Contractor's receipt of payment from Buyer. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, Contractor may dispute the disputed portion of any such payment only after Contractor has provided notice to the Buyer and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to Buyer and said subcontractor or supplier within ten (10) calendar days after Contractor's receipt of payment from Buyer. Contractor shall pay all undisputed amounts due within the time limits imposed by this Section.
- b. *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code, Contractor shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB"), as defined therein,

their pro rata share of their earned portion of the progress payments made by Buyer under the Contract within seven (7) business days after Contractor's receipt of payment from Buyer (less proper retainage). The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to Buyer, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB's from all prior payments Contractor has received from Buyer. Contractor shall not unreasonably withhold payments to certified JSEB's if such payments have been made to Contractor. If Contractor withholds payment to its certified JSEB's, which payment has been made by Buyer to Contractor, Contractor shall return said payment to Buyer. Contractor shall provide notice to Buyer and to the certified JSEB's whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to Buyer and said JSEB's within five (5) calendar days after Contractor's receipt of payment from Buyer. Contractor shall pay all undisputed amounts due within the time limits imposed in this Section. The failure to pay undisputed amounts to the JSEB's within seven (7) business days shall be a breach of the Contract, compensable by one per-cent (1%) of the outstanding invoice being withheld by Buyer, not as a penalty, but as liquidated damages to compensate for the additional contract administration by Buyer.

- c. *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between Buyer and any subcontractor, supplier, JSEB or any third party or create any Buyer liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of Contractor's contractual obligations to Buyer. As a result of said breach, Buyer, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily late payment charge or the charges specified in said Chapter 126 of the Jacksonville Ordinance Code for JSEB's and in Chapter 218, Florida Statutes, for non-JSEB's, whichever is greater.

3.39 Conflicts of Interest:

Contractor acknowledges that **Section 126.112** of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor.

3.40 Contingent Fees Prohibited:

In conformity with **Section 126.306**, Jacksonville Ordinance Code: Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona-fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract. For the breach or violation of these provisions, Buyer shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

3.41 Truth in Negotiation Certificate:

Pursuant to **Section 126.305**, Jacksonville Ordinance Code, the execution of the Contract by Contractor shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate, whereby Contractor states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete, and current at the time of contracting. Further Contractor agrees that the compensation hereunder shall be adjusted to exclude any significant sums where Buyer determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of the Contract.

3.42 Compliance with Applicable Laws:

Contractor (and any subcontractors) must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to:

- a. **Chapter 119**, Florida Statutes (the Florida Public Records Law);
- b. **Section 286.011**, Florida Statutes (the Florida Sunshine Law);

- c. **Chapter 602**, Jacksonville Ordinance Code (the Jacksonville Ethics Code);
- d. **Chapter 126**, Jacksonville Ordinance Code (the Jacksonville Purchasing Code); and
- e. All licensing and certification requirements applicable to performing the Services.

3.43 Cooperative Purchasing:

Pursuant to their own governing laws, and subject to the agreement of Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. These purchases are independent of the agreement between Buyer and Contractor, and Buyer shall not be a party to such transactions.

3.44 Warranty of Ability to Perform:

Contractor warrants that (i) it is ready, willing, and able to perform its obligations under the Contract, and (ii) to the best of Contractor's knowledge, there are no pending or threatened actions, proceedings, investigations or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor shall immediately notify Buyer in writing if its ability to perform is compromised in any manner during the term of the Contract.

3.45 Warranty of Authority to Sign Contract:

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

3.46 Governing State Law/Severability/Venue/Waiver of Jury Trial:

The rights, obligations and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Contract be determined by the courts to be illegal, unenforceable or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Contract shall be exclusively in courts of competent jurisdiction located in Jacksonville, Duval County, Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under the Contract.

3.47 Construction:

Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in the Contract. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared the Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

3.48 Office of Inspector General:

The City of Jacksonville has established an Office of Inspector General, **Section 602.301, Part 3, Chapter 602, Ordinance Code**, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of **Section 602.309, Ordinance Code**.

3.49 Ethics Provisions for Vendors/Suppliers:

The bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

SECTION 4

(Description of Services and Deliverables)

4.1 Background

The overall site is a 6.8+acre parcel in downtown Jacksonville, Florida, at the junction of Laura Street and the St. Johns River, see **Attachment F** (map of downtown) and **Attachment G** (Northbank Lawn/Riverfront Plaza). A minimum of 4.5 acres will be devoted to public park/plaza to include an open view corridor from Laura Street to the river and a wide waterfront park. Laura Street is considered downtown's most appealing street and connects this site with City Hall and James Weldon Johnson Park four blocks to the north. The site is bounded by the Main Street Bridge on the east, the St. Johns River on the south, the Times Union Center for the Performing Arts to the west, and Water Street to the north.

This location is the central riverfront focal point for Downtown Jacksonville and is central to any aerial view of Downtown as well as serving as the waterfront terminus of the central business district. Even more significantly, throughout the city's history, the site has been a gathering place for residents and home to noteworthy events from political speeches to holiday celebrations to pep rallies to boat races. The public has long viewed the site as a major public asset and its importance as the symbolic center of Downtown cannot be overstated. The DIA is committed to the creation of an extraordinary public park/plaza on the site.

Most recently, the Rouse Company developed the site as a festival market in 1987. Upon opening, and for its first twenty years, the festival marketplace was very successful with national retailers, dining, boat docks and a programmed plaza creating a vibrant and welcome venue. The Landing was home to "Florida vs. Georgia game Festivities, concerts, the annual Christmas Tree Lighting and more. However, the absence of other nearby attractions and parking challenges, as well as changes in the retail industry and the growth of suburban malls, contributed to The Landing's decade long decline and it was re-acquired by the City and site cleared in 2020. While the DIA intends to solicit private development proposals for at least one of the two smaller sites in the corners adjacent to Water Street/Independent Drive, this design of the public park/plaza should occur first in order to prioritize its importance and to guide the design of future adjacent development. To that end, the DIA is issuing this RFP.

The on ramp to the Main Street Bridge is under contract to be demolished, opening additional usable land and pedestrian access for the site, and creating an opportunity for a new pedestrian and bike access to the bridge. There is also a potential opportunity to realign Water Street/Independent Drive on the southwest corner of the site also expanding the size of the public plaza/park. The St. Johns River is bulk-headed, has a strong current and is approximately one-quarter mile wide at this point. The bulkhead is slated for replacement in 2022 and is included in the City's capital program. The former floating dock damaged by Hurricanes Matthew and Irma is being replaced at this time. A limited number of boats can dock at the site parallel to the bulkhead, although the current makes the downtown portion of the river generally unsuited for non-motorized craft. A public marina is under design a few blocks to the east in a more protected location.

Several previous site planning efforts and vision plans have been developed for the property, the most recent in 2015 following numerous stakeholder and public outreach meetings. These designs, as well as the underlying public input and detail on site conditions can be found in the competition brief which has been prepared by DIA and is available for review at the following link dia.coj.net as per section 1.14. There are no known zoning or environmental factors.

4.2 Purpose/Program

To select the three (3) most qualified Design Teams, based on the Part I evaluation criteria included in the RFP, in order to develop a minimum 50% design (Deliverable) of the public space to include the public art piece(s) which is integrated into the design. A remuneration will be paid to each Design Team selected to produce the deliverable. This deliverable shall include a probable construction budget to permit the city to include funding for construction in the coming year's City budget and must be completed no later than June 24th, 2021

Upon receipt of public input and grading of the Deliverable, one (1) Design Team will be contracted to complete the final 100% design on an hourly fee basis. The 100% design shall include a final construction budget, no later than August 31, 2021.

4.3 Design Teams Key Personnel

Landscape Architect - *The Design Team must include a landscape architect who will personally work on this project and who personally has:*

- a. A minimum of seven (7) years experience in landscape architecture, and
- b. Designed at least one public park or plaza within an urban environment; and
- c. Designed at least one (1) urban site where infrastructure conflicts, erosion control, hydraulics, and hydrology, and/or resiliency concerns were addressed; and
- d. Designed a waterfront plaza or park, or a public space with a significant view shed that influenced the design.
- e. Demonstrated experience in five (5) or more projects where design concepts were successfully implemented.

Artist - *An experienced local, regional, national, or international artist who will personally work on this project and who has personally:*

- a. Designed and supervised installation of a significant installation of outdoor public art in a prominent civic space; and
- b. Has completed one or more monumental sculptures or large-scale installations outdoors that are reflective of the city or community or specific context in which the art is installed; and
- c. Has worked in coordination with a landscape designer or architect on one or more installations to develop an overall space design integrated with the art piece(s); and
- d. Has been recognized as an artist of serious intent and recognized ability as demonstrated by professional awards, exhibitions; and
- e. Shall not be an employee or partner in the project engineering, architectural, landscape architecture or urban design firm.

Urban Designer/Architect - *An urban designer or architect who will personally work on this project and who personally has:*

- a. A minimum of seven (7) years experience in urban design.
- b. Served as the principal designer on a least one project where the design involved the interface between significant public space and adjacent private development: and
- c. Designed at least one urban site where infrastructure conflicts, erosion control, hydraulics, and hydrology and/or resiliency concerns were addressed; and
- d. Designed at least one waterfront plaza or park, or a public space with a significant view shed that influenced the design: and
- e. Demonstrated experience in five or more projects where design concepts were successfully implemented.

Additional Requirements – At least one (1) team member with a minimum of five (5) years experience in park programming, place-making and public space activation. At least one (1) team member, whether urban planner, urban designer, landscape architect or artist, who has demonstrated experience in public engagement and translation of public input into the ultimate design of a civic space.

4.4 Part II Deliverables

The deliverables of Part II will include a detailed site plan drawn to scale, preliminary scaled drawings delineating the size and location of all elements, renderings including all public buildings or structures as well as all hardscape and landscape park features, a probable cost estimate, identification of intended programming of each space and images, renderings including views from the river, aerial, on site, and views of the river from Laura Street, preliminary design of the art piece(s); landscape design including integration of the art into site design, and a narrative explanation of how the design is representative of Jacksonville and its unique attributes and residents.

NOTE: The City will provide survey and geotechnical data for the site to the Shortlisted Qualified Design Teams, in addition to a competition brief.

The following should guide the 50% design and deliverable:

- a. Design a visually extraordinary public space that can become a recognizable symbol for Jacksonville’s waterfront from the Riverfront and aerial views as well as from within the space.

- b. Include a significant art piece(s) that is integrated into the design, is unique and authentic to Jacksonville.
- c. Open a view corridor from Laura Street to the river.
- d. Provide generous open space near the river as part of the Riverwalk system.
- e. Better connect the site to the city and to adjacent properties, including the Performing Arts Center.
- f. Incorporate programmed park spaces that engage the public and energize and activate the site day and evening.

NOTE: The park should not rely solely on paid programming for its success, understanding that such services suffer from inadequate funding and are inconsistent over time.

- g. The design should not replicate other waterfront parks but respond to the unique fabric of Jacksonville and its residents.
- h. The design must be capable of being constructed.
- i. The design should address resiliency.

(Remainder of page intentionally left blank)

Attachment A Part I Response Format

To maintain comparability and facilitate the evaluation process, Part I Responses shall be organized in the manner set forth below. Tab delineations for each of the five sections would be helpful.

- 1) **Title Page:** Include RFP Title, RFP Number, Contractor's full name, address, phone number.
- 2) **Cover Letter:** Include the following:
 - Date of Letter.
 - RFP Title and Number
 - Contractor's full name, address and phone number.
 - Names of the persons who will be authorized to make representations for the Contractor, their titles, addresses (including email address) and telephone numbers.
 - Contractor's Federal Employer ID Number.
 - Acknowledgement that (i) the Response is based on the terms set forth in the RFP and all amendments thereto posted on Buyer's website as of the date of the Response, and (ii) the Contractor will be responsible for monitoring Buyer's website for subsequent amendments and for either maintaining, amending or withdrawing the Response prior to the Response Due Date based on those subsequent amendments.
 - Signature of Authorized Representative.
- c. **Required Forms.** Attach all forms identified in **Section 1** or in Attachments C or E, each signed by an authorized representative. Examples of the forms that may be required include:
 - Price Sheet.
 - Conflict of Interest Certificate.
 - Business References.
 - Equal Business Opportunity Program Forms (if required in Attachment C).
 - Federal Forms (if required in Attachment E).
 - Bid Bond (if applicable).
 - Insurance Agent Acknowledgement Form 3 (must be completed and signed by the bidder's insurance agent and submitted with the bid response.)
- d. **Proof of Minimum Requirements.** Responses will ONLY be accepted from companies meeting the minimum requirements in **Section 1** of the RFP. Contractor must provide clear documentation that they meet the minimum requirements.
- e. **Statement of Qualifications.** This portion of the Response will be used to provide the information Buyer needs to evaluate how well the Contractor meets the criteria listed in Attachment B – Evaluation Criteria. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Response as non-responsive. Please divide this portion of the Response into ten subsections (one subsection for each of the listed criteria).

Attachment B Evaluation Matrix

The evaluations will be based upon the following criteria, and Contractors are requested to provide, as a minimum, the information listed under each criterion. **Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the proposal as non-responsive.** The response to each of the criterion will be evaluated relative to the other responses received and will be awarded a score of 1 through 45 points. Contractors are encouraged to arrange their responses in a format that will offer ready review and evaluation of each criterion. **NOTE: The total maximum points allowed for Part I is 150. The total maximum points allowed for Part II is 115. Points from Part I WILL NOT carry over to Part II.**

The Professional Services Evaluation Committee shall determine the Design Team's qualifications, interest, and availability by reviewing all written responses received that express an interest in performing these services and are determined to be best qualified based upon:

Part I – The evaluation of written responses to shortlist.

Part II – Following this shortlist selection, by conducting a Design Competition with the three (3) selected Design Teams, at which time, the Design Teams will present their 50% conceptual design based on the description and criteria provided in this RFP and will be evaluated based on the Part II Criteria below.

PART I CRITERIA (150 Total Maximum Points)

- 1) **COMPETENCE.** Including professional and/or technical education and training; experience in the kind of projects to be undertaken; availability of adequate personnel, equipment and facilities and the extent of repeat business of the persons. Provide names and resumes of all individuals to be assigned to this project. List previous projects similar to the one in the RFP, which have been satisfactorily completed. Provide resumes of principal staff/project manager showing years of experience in the field to which they are assigned for this project. **(45 points maximum score - a maximum of 15 points each to be assigned to Landscape Architect, Artist, and Urban Designer or Architect that comprise Contractor Design Team)**

The Contractor Design Team must provide one (1) sample project for each of the following (projects may satisfy more than one (1) criteria but the designer's most responsive efforts should be included):

- a. One park or plaza designed by the Landscape architect.
- b. One urban site designed by the Landscape architect that demonstrates his or her ability to address infrastructure and/or resiliency issues.
- c. One public space designed by the landscape architect that addresses the orientation of the public space (preferably waterfront) to a vista such as a river, mountain, or other feature as well as the view of the public space from that external location (such as from the river).
- d. One significant project, preferably public, designed by the Landscape architect that was successfully implemented together with references for such project.
- e. One or more examples or significant outdoor art installations designed by the artist.
- f. One example where art designed by the artist has been integrated into a landscape or plaza design.
- g. One or more examples where art designed by the artist reflects the city, community, or context where it is installed including the artist's explanation of how the piece reflects the community or context.
- h. One project designed by the urban designer or architect where the design involved the interface between significant public space and adjacent private development.
- i. One urban site designed by the urban designer or architect that demonstrates his or her ability to address infrastructure and/or resiliency issues.
- j. One public space designed by the urban designer or architect that addresses the orientation of the public space (preferably waterfront) to a vista such as a river, mountain or other feature as well as the view of the public space from that external location (such as from the river).

- k. One significant project, preferably public, designed by the urban designer or architect that was successfully implemented together with references for such project.
- l. One project that demonstrates the experience of the park programming/public space activation expert in activating a public plaza or urban park.

The sample work provided will be used to evaluate the experience and competence of the Design Team to complete the Project as envisioned by the City.

- 2) **RECENT, CURRENT AND PROJECTED WORKLOAD.** Provide the number and size of the projects currently being performed. Discuss past ability to deliver projects on a timely basis under similar current workload conditions. (5 points maximum score)
- 3) **FINANCIAL RESPONSIBILITY.** Describe form of business, i.e., proprietorship, partnership, corporation; years in business; changes in ownership; bank reference(s); past, present, pending and/or threatened legal proceedings within any forum; and any other information the Contractor may wish to supply to demonstrate financial responsibility. Failure to provide all listed information and documentation will result in score less than maximum for this criterion. (5 points maximum score)
- 4) **ABILITY TO OBSERVE AND ADVISE WHETHER PLANS AND SPECIFICATIONS ARE BEING COMPLIED WITH, WHERE APPLICABLE.** The scope of this solicitation is actual design, not a concept plan. Therefore, it is important that team members understand permitting requirements and the design requirements to construct the Project. Describe experience, ability, and understanding of team members in creations of plans that comply with City standards as well as Riverfront Design Criteria, Riverwalk Design standards and landscape palette, and State of Florida requirements for permitting and construction over submerged lands. (5 points maximum score)
- 5) **PAST AND PRESENT RECORD OF PROFESSIONAL ACCOMPLISHMENTS WITH CITY AGENCIES AND OTHERS.** Provide a list of completed projects that are similar in nature and scope to the project under consideration with references to include owner's contact person and telephone number. Describe any outstanding accomplishments that relate to specific services being sought. Responding to this evaluation criterion necessitates that Contractors include statements of their past and present record of professional accomplishments or performance with the City of Jacksonville and its various "using agencies," which is defined in the Jacksonville Ordinance Code as "a department, division, office, board, agency, commission or other unit of Buyer and an independent agency required by law or voluntarily requesting to utilize for services of the (Procurement) Division"; and with any of Buyer's "Independent Authorities"; and on projects undertaken with others that are similar in nature to the size and scope of professional services and/or work required for the project solicitation herein. (2 points maximum score)
- 6) **PROXIMITY TO THE PROJECT.** Document the city location of each required team member's personal office, and where applicable the team member's corporate headquarters. If each required member of the Design Team's corporate headquarters is not located in Jacksonville, Florida, please document the location and the nature of business of team member's branch office(s), if any, that are in and/or that are closest to Jacksonville, Florida, the number of employees assigned thereto and the period of continuous existence thereof. Additionally, Design Teams are requested to demonstrate, define, and provide examples of their ability to provide the services contemplated herein in a manner comparable to having a local office in Jacksonville, Florida or to show that a local office is not necessary to satisfactorily perform the services required for this project, in which event maximum points may be awarded. (3 points maximum score)
- 7) **PAST AND PRESENT DEMONSTRATED COMMITMENT TO SMALL AND EMERGING BUSINESSES AND CONTRIBUTIONS TOWARD A DIVERSE MARKET PLACE.** Responding to this evaluation criterion necessitates that Contractors indicate their past and present commitment to small and emerging businesses. More specifically, responses to this evaluation criterion should include, without limitation, statements that document the Contractor's: (i) commitment to diversity among the directors, officers, members and/or employees that make up its firm; (ii) commitment to diversity within its community and beyond; (iii) commitment to and/or utilization of small and emerging businesses on past projects; and (iv) commitment to and/or utilization of small and emerging businesses, certified JSEBs in particular, for the project solicitation in question. (5 points maximum score)

- 8) ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE PROJECT REQUIREMENTS.** Describe the Design Team’s understanding of the requirements of this solicitation and their approach and understanding of the goals and objectives of this solicitation as demonstrated through the inclusion of a work plan, including critical path and schedule for both the physical design and the programmatic elements of the solicitation, that are in complete compliance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations. Provide a project organization chart demonstrating which member of the Design Team will lead the design effort and how members will collaborate or work contemporaneously or sequentially on design; how will landscape and hardscape complement art while achieving programmatic activation; what will be prioritized ***(20 points maximum score)***
- 9) AN OVERALL WILLINGNESS TO MEET BOTH TIME AND BUDGET REQUIREMENTS FOR THE PROJECT.** In an effort to remain consistent with Chapter 287, Florida Statutes, responding to this evaluation criterion necessitates that a proposer include statements and references demonstrating that the proposer met both time and budget requirements on projects of similar size and scope that were completed by the proposer within the past three years and that the proposer is meeting both time and budget requirements on projects of similar size and scope that are currently being performed by the proposer (“Reference Projects”). As part of its response to this evaluation criterion, the proposer:
1. must submit an expressed statement of its overall willingness to meet both time and budget requirements for the project in question; and
 2. should submit, without limitation, project narratives, schedules, cost and fee summaries and owner references for any Reference Projects.
- During contract negotiations, successful proposers will be required to provide a Schedule of Proposed Rates. Such rates and costs will be used in the negotiation of fees and shall remain in effect throughout the length of the contract, except such rates may be adjusted when an amendment to the original agreement is being negotiated; provided any increases in rates shall not exceed actual increases in the CPI since the date of response to the RFP. Unless specifically identified otherwise on the form, rates for subconsultants also shall not exceed those shown on the form.
- Proposed Overhead rate is limited to 175% of direct labor. Proposed overhead rates in excess of 175% shall conform to Federal Acquisition regulations as established by a governmental audit certified to by Certified Public Accountant. However, under no circumstance shall the overhead rate exceed 200%. Profit rate shall only be applied to direct labor plus overhead. No mark-up or profit shall be paid on non-labor related costs such as reimbursables or on services provided by subconsultants or others. ***(5 Points maximum score)***
- 10) THE VOLUME OF CURRENT AND PRIOR WORK PERFORMED FOR USING AGENCIES SHALL BE CONSIDERED A MINUS FACTOR.** Provide a list of all local government projects including the fees awarded for each on which Contractor has been awarded during the past five (5) years. Include only those projects on which Contractor was the Prime Contractor (do not delete fees paid to subcontractors or others). Such list shall include all work for the City of Jacksonville and its various “using agencies,” which is defined in the Jacksonville Ordinance Code as “a department, division, office, board, agency, commission or other unit of Buyer and independent agency required by law or voluntarily requesting to utilize the services of the [Procurement] Division”; and on projects undertaken with others that are similar in nature to the size and scope of professional services and/or work required for the project solicitation herein. If the Contractor has not performed work for any of these agencies during the past five (5) years, the response should so clearly state. The minus factor methodology for this criteria will be based on the fees awarded. The higher the volume of fees the lower the score, less volume of fees the higher the score. ***(5 points maximum score)***
- 11) DEMONSTRATED WILLINGNESS AND ABILITY TO LISTEN TO COMMUNITY MEMBERS, AGENCIES AND ORGANIZATIONS IN ORDER TO DEVELOP A DESIGN THAT REFLECTS AND ACHIEVES COMMUNITY ACCEPTANCE AND UTILIZATION.** Provide descriptions of past collaborative partnerships with community members, agencies, or organizations specific to the design, development and programming of urban parks, with particular focus on waterfront parks if available, that demonstrate team members history of listening to and incorporating community and client input. Elaborate on collaborative process that was followed, how that process changed or impacted design, and provide references regarding the ability of the design team to listen and incorporate community and agency input. ***(10 points maximum score)***

- 12) **ARTICULATED VISION OF DESIGN TEAM AS TO THE INTEGRATION OF ART, LANDSCAPE AND PROGRAMMING INTO A BUILDABLE DESIGN THAT IS THE FOCAL POINT FOR DOWNTOWN.** How does the Design Team plan to integrate or prioritize the various facets and goals of the project? What is the initial vision for the site? (20 points maximum score)
- 13) **INNOVATION AND CREATIVITY OF PREVIOUS DESIGNS.** Provide illustrative examples of past work that demonstrate innovation and creativity, how art and design respond to the unique character of the region or community, specific sites, climate, adjacent development, and infrastructure. A specific programmatic use may occur in multiple public parks however the aesthetic design and character may vary widely. Provide examples that illustrate designer's range of vision, or if not actual past designs, sample images that illustrate your understanding of this criteria. (10 points maximum score)
- 14) **ABILITY TO DESIGN AND CREATE AN ICONIC AND UNIQUE ART PIECE(S) THAT IS AUTHENTICALLY JACKSONVILLE.** Provide examples of iconic art reflective of a theme, city, or geographic location that were designed by the Artist who is a Design Team Member. (10 points maximum score)

PART II CRITERIA (115 Total Maximum Points)

- 1) **COMPLETENESS AND QUALITY OF PART II DELIVERABLES.** Are the Part II deliverables true 50% designs or merely concept renderings? What is the level of technical detail and quality of work product and oral presentation? Did the Design team understand the project scope and deliver a 50% design that accomplishes the project goals? Was the work product delivered on time? (15 points maximum score)
- 2) **UNDERSTANDING OF PERMITTING REQUIREMENTS, SCOPE AND THE DESIGN REQUIREMENTS.** Does the work product demonstrate an understanding of permitting requirements and the design requirements necessary to construct the Project, including City standards as well as Riverfront Design Criteria, Riverwalk Design standards and landscape palette, and State of Florida requirements for permitting and construction over submerged lands? How does the Part II Deliverable and Presentation demonstrate the Design Team's understanding of the requirements of this solicitation and their approach to and understanding of the goals and objectives of this solicitation? (15 points maximum score)
- 3) **DEMONSTRATED WILLINGNESS AND ABILITY TO LISTEN TO COMMUNITY MEMBERS, AGENCIES AND ORGANIZATIONS IN ORDER TO DEVELOP A DESIGN THAT REFLECTS AND ACHIEVES COMMUNITY ACCEPTANCE AND UTILIZATION.** How did the Design Team obtain and incorporate community input into their Phase II deliverable and oral presentation? Did the team elaborate on the collaborative process that was followed and how that process changed or impacted design? How was the design presented at the oral workshop received by the public? (20 points maximum score)
- 4) **ARTICULATED VISION OF DESIGN TEAM AS TO THE INTEGRATION OF ART, LANDSCAPE AND PROGRAMMING INTO A BUILDABLE DESIGN THAT IS THE FOCAL POINT FOR DOWNTOWN.** How does the Phase II deliverable integrate and prioritize the various facets and goals of the project? Is the design cohesive? The Phase II deliverable will also be evaluated to assess how effectively Design Team members collaborated on design; how landscape and hardscape complemented art while achieving programmatic activation; what was prioritized. Is the design buildable as part of the Phase II deliverable? Does the design incorporate uses that are likely to engage the public as well as a strong aesthetic? (20 points maximum score)
- 5) **INNOVATION AND CREATIVITY OF PROPOSED PROJECT DESIGN.** Does the Phase II deliverable design demonstrate innovation and creativity through (i) how art and design respond to the unique character of the City of Jacksonville; (ii) how the design addresses the unique physical characteristics of this site, including water access and resiliency; (iii) how the design addresses the river view from the site and the view of the park from the river and from Laura Street; (iv) how the design addresses the relation to the Performing Arts Center, the Laura Street corridor, the adjacent Main Street Bridge and the planned Hogan Street cycle track as well as the planned Music Commons on the waterfront of the Performing Arts Center; and (v) how the design would integrate with potential adjacent development pads; (iv) Does the design create a High Performance Public Space including economic, social and environmental benefits? (25 points maximum score)
- 6) **DOES THE PHASE II DELIVERABLE DESIGN INCORPORATE AN ICONIC AND UNIQUE ART PIECE(S) THAT IS AUTHENTICALLY JACKSONVILLE.** Is a symbolic element or piece of art

incorporated into the design? Is it unique and related to Jacksonville in some way? Will it be memorable and recognizable? Is it interesting from aerial views and from ground level? Can park users interact or engage in some way with the art element? The appropriateness of scale and the appropriateness of proposed materials in regard to structural and surface integrity, public safety, weathering and protection against theft and vandalism. **(20 points maximum score)**

Attachment C
Equal Business Opportunity Program
Encouragement Plan For
Jacksonville Small and Emerging Business

It is an official policy of the City of Jacksonville to encourage the maximum participation of **Jacksonville Small Emerging Business (JSEB)** in its contract awards based upon availability.

This project has been designated to be under the Equal Business Opportunity Program and has been selected to utilize the following method for achieving JSEB utilization and goals under the Equal Business Opportunity Program: **The Encouragement Plan.**

Under the encouragement plan, vendors are required to make all efforts reasonably necessary to ensure that City certified JSEB have a full and fair opportunity to compete for performance on this project.

Bidders/Suppliers/Consultants or any entity doing business with the City shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

Please use the attached JSEB form 1 (Schedule of Participation) to submit JSEB Participation on this Bid. You may contact the Jacksonville Small & Emerging Business Office at (904) 255-8620 to verify the status of a JSEB or visit our web site at www.JSEB.coj.net.

(Remainder of page intentionally left blank)

JSEB FORM 1

CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM

SCHEDULE OF JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTOR

NAME OF BIDDER _____

PROJECT TITLE _____

BID NUMBER _____ TOTAL BASE BID AMOUNT _____

NAME OF SUB FIRM	Federal I.D. NO.	JSEB (Y/N)	TYPE OF WORK TO BE PERFORMED	* TOTAL CONTRACT VALUE
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The undersigned acknowledges and agrees that, if any of the above-listed JSEBs are not, for any reason, properly certified with the City, in accordance with Ordinance 2004-602, at the time of bid opening, the same will not be counted toward meeting the participation percentage goal as defined herein.

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule, as well as any applicable alternates, conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature: _____ Title: _____ Date: _____
Signature of Prime Contractor

Print Name: _____

NOTE: For solicitations that are not project specific, such as: misc. services, design build, etc.; “TBD” will initially be accepted with the bid submittal on Form 1 and the Letters of Intent. For solicitations that are project specific you will be required to provide a dollar amount or percentage on Form 1 and on all Letters of Intent. “TBD” will not be accepted.

Attach additional list of subcontractors/sub-consultants as needed.

JSEB FORM 2

**CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM
LETTER OF INTENT**

TO PERFORM AS A SUPPLIER/CONSULTANT/SUBCONTRACTOR and to be utilized by JSEBs only

(Name of JSEB Supplier/Consultant/Subcontractor)

NAME OF
PROJECT

BID NO

I, the undersigned, understand that the price below is representative of my intent to perform the scope of work stated below. I further understand that this price is subject to increase or decrease due to the City of Jacksonville bid requirements. All work must meet the City of Jacksonville bid specifications.

***Scope of Work**

***Total Price of work to be performed or materials to
be supplied including Sales Tax**

Signature of JSEB Supplier/Consultant/
Subcontractor

Title

Date

*Scope of Work and Price are covered under Base Bid only.

* For solicitations that are not project specific, such as: misc. services, design build, etc.; "TBD" will initially be accepted with the bid submittal on Form 1 and the Letters of Intent. For solicitations that are project specific you will be required to provide a dollar amount or percentage on Form 1 and on all Letters of Intent. "TBD" will not be accepted.

This form must be used for Letter of Intent.

**CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM
FINANCE & ADMINISTRATION DEPARTMENT
CONSULTANT AND CONTRACTOR'S MONTHLY REPORT**

PRIME CONTRACTOR NAME: _____ PROJECT TITLE: _____
 PROFESSIONAL SERVICES (RFP) NO. _____ -OR- CITY BID NO. _____
 CURRENT CONTRACT TOTAL AMOUNT \$ _____ CITY CONTRACT NO. or PO NO. _____

INVOICE INFORMATION	
INVOICE NO.: _____	CURRENT INVOICE \$: _____
FOR PERIOD ENDING DATE: _____	CUMULATIVE INVOICED \$: _____
CONTRACT % COMPLETE: _____	

CONTRACT GOAL TRACKING	
JSEB SUPPLIER GOAL \$: _____	JSEB SUPPLIER GOAL %: _____
PRIOR MONTH CUMULATIVE JSEB SUPPLIER \$: _____	FORMULA FOR CURRENT MONTH %: CUMULATIVE \$ / CUMULATIVE \$ INVOICED
PRIOR MONTH CUMULATIVE NON- JSEB SUPPLIER \$: _____	
CUMULATIVE JSEB SUPPLIER \$: _____	CUMULATIVE JSEB SUPPLIER % : _____
CUMULATIVE NON- JSEB SUPPLIER \$: _____	CUMULATIVE NON- JSEB SUPPLIER % : _____

JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTORS TO BE PAID FROM THIS INVOICE					
COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	JSEB TYPE ¹	TYPE OF WORK ²	\$ THIS PAYMENT
TOTAL					

NON-JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTORS TO BE PAID FROM THIS INVOICE					
COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	Type	TYPE OF WORK ²	\$ THIS PAYMENT
			N/A		
			N/A		
			N/A		
			N/A		
TOTAL					

¹ JSEB (Jacksonville Small Emerging Business)

² TYPE OF WORK: Examples: Catering, Clerical, Consulting, Engineering, Hauling, Janitorial, Masonry, Site Clearing, Technical Support, etc...

FOR CITY OF JACKSONVILLE USE ONLY			
DATE PROCESSED	DOCUMENT NO.	INDEX CODE – SUBJECT - PROJECT NO. - DETAIL	\$ THIS PAYMENT

- Notes:
- THIS MONTHLY FORM MUST BE COMPLETED AND SUBMITTED WITH ALL REQUESTS FOR PAYMENT AND FINAL PAYMENT.
 - Contractor shall attach to this form a typewritten explanation of any differences in JSEB participation from original contract commitment.

Attachment D
Errors & Omissions Procedures

SIGNATURE REQUIRED

PROCUREMENT-DIVISION



ERRORS & OMISSIONS PROCEDURES

RFP #: P-01-21

Title of RFP: Northbank Lawn/Riverfront Plaza Design Competition

Acknowledge Receipt by Return of Signed Copy with Proposal

Proposers' Signature

Title

Company Name

Date

5.12 ACCURACY OF WORK; LIABILITY FOR ERRORS AND OMISSIONS

5.12.01. The CONSULTANT shall be responsible for the accuracy of its work, including work by any subcontractors, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the CONSULTANT or subcontractors without additional compensation. Acceptance of the work by the CITY shall not relieve the CONSULTANT of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

5.12.02. At any time during the construction of the Project provided for by the Contract Documents or during any phase of work performed by others based on data furnished by the CONSULTANT under this Agreement, the CONSULTANT shall confer with the CITY for the purpose of interpreting the information furnished and/or to correct any errors and/or omissions made by the CONSULTANT. The CONSULTANT shall prepare all drawings or data to correct its errors and/or omissions without added compensation, even though final payment may have already been received therefor.

5.12.03. The CONSULTANT shall be and shall remain liable, in accordance with applicable law, for all damages to the CITY caused by the CONSULTANT's breach of contract or its negligent performance of any of the services furnished under this Agreement. The CONSULTANT shall not be responsible for (i) any time delays in the Project caused by circumstances beyond the CONSULTANT's control, or (ii) any additional construction costs, other than the "Recoverable Damages" defined below, that would have been incurred by the CITY if the Contract Documents had been properly prepared in the first place. However, the CONSULTANT will be liable to the CITY for the following damages associated with such breach of contract or negligent performance ("Recoverable Damages"):

- any retrofit expenses (such as the cost to remove installed work), intervening increases in the cost of the labor, supplies or building components, and any other avoidable costs resulting from the breach or negligent performance that are not otherwise recoverable under this Agreement; and

- liquidated damages equal to 20% of the cost of any Change Order issued to the CONTRACTOR to perform the work necessary to correct the breach or negligent performance. This payment shall not constitute a penalty, but rather is the parties' reasonable estimate of the amount necessary to compensate the CITY for (i) increased administrative/oversight costs of CITY staff, (ii) recovery of the "builder's premium" for Change Orders that the CITY cannot competitively bid out, and (iii) the damages resulting from the fact that CITY will need to pull funding from other CITY-budgeted projects to cover the costs of the Change Order; and

- any other damages available to the CITY at law or in equity.

Attachment E

SERVICES CONTRACT

BETWEEN

[THE CITY OF JACKSONVILLE]

AND

INSERT CORPORATE NAME OF CONTRACTOR

FOR

INSERT SUMMARY OF SERVICES TO BE PERFORMED

THIS CONTRACT, made and entered into this ___ day of _____, 201__ (the “Effective Date”), by and between the CITY OF JACKSONVILLE (the “CITY”), a municipal corporation existing under the Constitution and the laws of the State of Florida, and _____ (the “CONTRACTOR”), a _____ corporation authorized to transact business in Florida and with its principal offices at _____.

WHEREAS, the CITY (as the “Buyer”) issued a Request for Proposal No. _____ (the “RFP”) for certain services described in the RFP (the “Services”); and

WHEREAS, based on CONTRACTOR’S response to the RFP dated _____, consisting of ___ pages (the “Response”), the CITY has negotiated and awarded this Contract to CONTRACTOR.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

- 1. Performance of Services.** The Services will be performed by CONTRACTOR as specified in the RFP for the Design Competition and the Response.
- 2. Compensation.** CONTRACTOR will be paid by the CITY for the Services [as follows: \$125,000] or [as specified on the Price Sheets attached as Exhibit _____].
- 3. Maximum Indebtedness.** As required by **Section 106.431, Ordinance Code**, the CITY’s maximum indebtedness, for all products and services under this Contract shall be a fixed monetary amount not-to-exceed _____ (\$_____).
- 4. Term.** The initial term of this Contract shall commence on the Effective Date and shall expire on _____, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to _____ additional one (1) year periods by (i) the CITY, at its sole discretion, upon written notice to CONTRACTOR at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties.
- 5. Contract Documents.** This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:
 - This document, as modified by any subsequent signed amendments
 - Any amendments to the RFP
 - Specific Information Regarding the RFP (**Section 1** of the RFP)
 - Description of Services and Deliverables (**Section 4** of the RFP)
 - General Instructions to Respondents (**Section 2** of the RFP)
 - General Contract Conditions (**Section 3** of the RFP)
 - Any Purchase Order under the Contract
 - The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.
- 6. Notices.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the CITY:

As to the CONTRACTOR:

7. Contract Managers. Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, CITY'S Contract Manager is [Insert Name and Address], and the CONTRACTOR'S Contract Manager is [Insert Name and Address]. Each Party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

8. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the CONTRACTOR. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. CONTRACTOR may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the CITY (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. CONTRACTOR acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. Amendments. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

10. Counterparts. This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By _____
James McCain, Jr.
Corporation Secretary

By _____
Lenny Curry
Mayor

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

Director of Finance
CITY Contract Number: _____

Form Approved:

Office of General Counsel

ATTEST:

INSERT NAME OF CONTRACTOR.

By _____
Signature

Type/Print Name

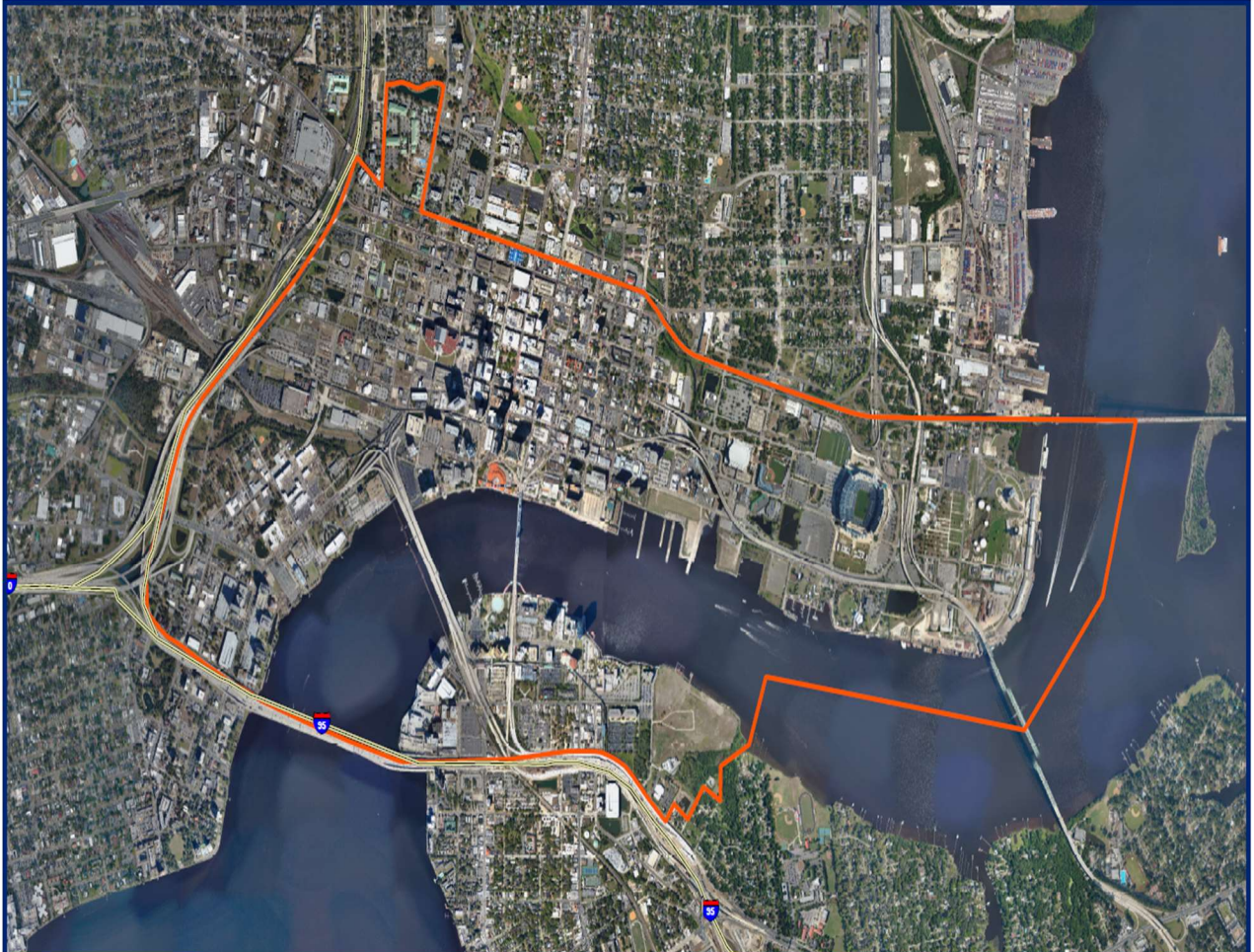
Title

By _____
Signature

Type/Print Name

Title

Attachment F Map of Downtown



LEGEND



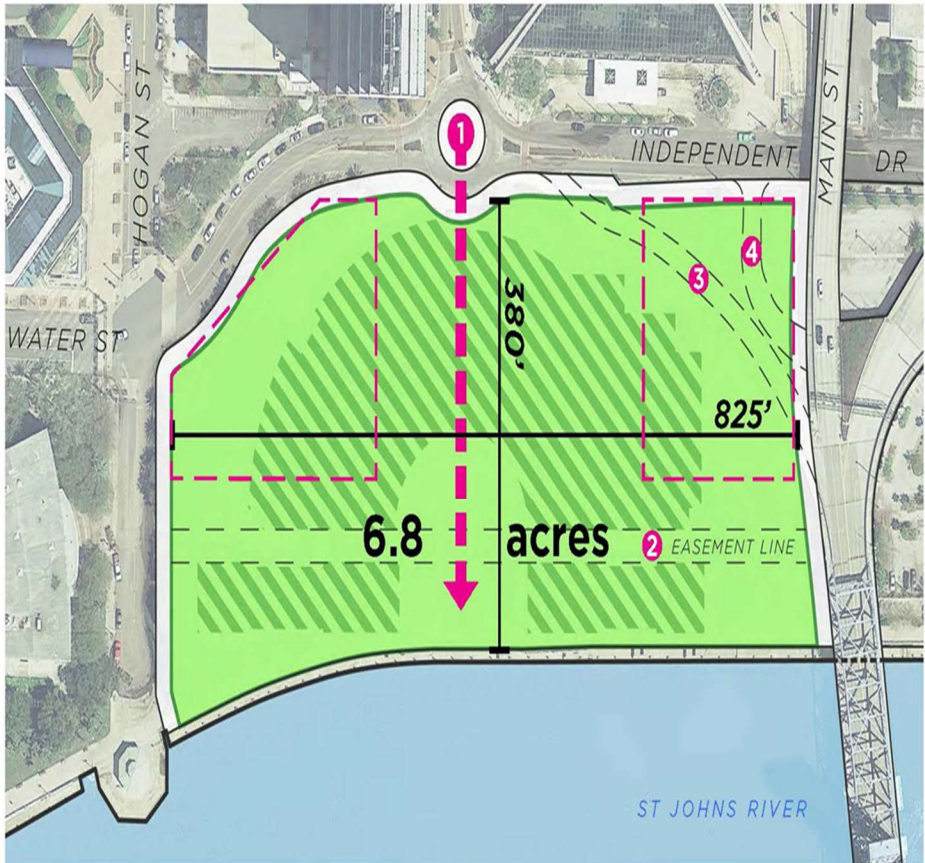
DOWNTOWN BOUNDARIES



Not To Scale
January 2021

Attachment G
Map of Northbank Lawn / Riverfront Plaza

EXISTING CONDITION



- Existing site area - 6.8 acres.
- Potential development sites at northeast and northwest corners of site.
- Former footprint of Jacksonville Landing - 143,000 SF (3.3 acres)
- 1** Continue Laura Street corridor to bisect the site.
- 2** Existing Easement (new development not to occur within or beyond)
- 3** Ramp connecting Independent Drive to Main Street Bridge (to be demolished)
- 4** Driveway to Jacksonville Landing lot (to be demolished)



Attachment H
REMUNERATION AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
INSERT CORPORATE NAME OF CONTRACTOR
FOR
FIFTY PERCENT (50%) DESIGN SERVICES

THIS REMUNERATION AGREEMENT (the “Agreement”), made and entered into this _____ day of _____, 202__ (the “Effective Date”), by and between the City of Jacksonville (the “City”), a municipal corporation existing under the Constitution and the laws of the State of Florida, and _____ (the “Contractor”), a _____ corporation authorized to transact business in Florida and with its principal offices at _____.

WHEREAS, the City (as the “Buyer”) issued a Request for Proposal No. _____ (the “RFP”) for a design competition (the “Design Competition”) regarding public space on the site of the Northbank Lawn/Riverfront Plaza in downtown Jacksonville (the “Public Space”); and

WHEREAS, based on Contractor’s response to the RFP dated _____, (the “Response”), the City has selected Contractor as one of three (3) finalists to participate in Part II of the Design Competition which includes the submission of a Fifty Percent (50%) Design for the Public Space, a probable construction budget and a subsequent oral presentation (the “Services”).

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

- 1. Performance of Services.** The Services will be performed by Contractor as specified in the RFP and the Response.
- 2. Compensation.** In consideration of providing the Services to the City, Contractor shall be paid by the City a lump sum uniform remuneration of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) (the “Remuneration”). To receive payment Contractor shall submit an invoice for the Remuneration to City within thirty (30) days following its oral presentation and submission of the deliverables required in Part II. The Remuneration represents funds earned by Contractor for performing the Services and shall be due and payable to Contractor regardless of whether Contractor is selected as the winner of the Design Competition.
- 3. Maximum Indebtedness.** As required by **Section 106.431, Ordinance Code**, the City’s maximum indebtedness for all products and services under this Agreement shall be a fixed monetary amount not-to-exceed ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO/100 (\$125,000.00). Contractor shall not be paid any additional sums by the City other than the Stipend for Contractor’s provision of the Services. However, if Contractor is selected as the winner of the Design Competition, Contractor will be invited to negotiate a full Professional Services Design Contract with the City, with its own maximum indebtedness and additional compensation payable to Contractor, regarding the delivery of the 100% design of the Public Space.
- 4. Ownership of Work.** Upon payment of the Remuneration to Contractor, all responses to both Part I and Part II of the Design Competition, including attachments, supplementary materials, addenda, and the Fifty Percent (50%) design competition materials, including the design itself, shall become property of the City and shall not be returned to Contractor. City will have the right to use any and all ideas or adaptations of ideas presented in any Response. Acceptance or rejection of a Response will not affect the City’s right.
- 5. Indemnity.** Contractor certifies that it shall indemnify and hold harmless the City – its employees, consultants, elected officials, and advisors- from any and all expenses, claims and/or other liabilities which may result directly or indirectly from any activity or expense arising from participation in Part I or Part II of the Design Competition.
- 6. Notices.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the City:

As to the Contractor:

7. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by Contractor in connection with Part II of the Design Competition. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the City (e.g., “shrink wrap” terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

8. Amendments. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions, and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

9. Counterparts. This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Remuneration Agreement as of the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By _____
James McCain, Jr.
Corporation Secretary

By _____
Lenny Curry
Mayor

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

Director of Finance
CITY Contract Number: _____

Form Approved:

Office of General Counsel

ATTEST:

INSERT NAME OF CONTRACTOR.

By _____
Signature

By _____
Signature

Type/Print Name

Type/Print Name

Title

Title

**FORM 1
CONFLICT OF INTEREST CERTIFICATE**

RFP No. _____

Bidder must execute either **Section I** or **Section II** hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the City or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (Type or Print)

Business Address

City, State, Zip Code

SECTION II

I hereby certify that the following named City official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County Florida, prior to bid opening.

Name	Title or Position	Date of Filing
_____	_____	_____
_____	_____	_____

Signature

Company Name

Name of Official (Type or Print)

Business Address

City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.112 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official _____

Position Held: _____

Position or Relationship with Bidder: _____