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City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC Award Request: Renewals, Extensions, and Unit Price Increases

Goods and/or Services: Green Infrastructure Prioritization Framework

Requested Action and Justification:

Recommend approval of award to Halff Associates, Inc. as the highest scoring responsive, responsible firm. Negotiations have been completed and terms fully agreed upon. The total not to exceed expenditure is $200,000.00. Period of service is from date of executed contract through project completion.

To be executed by formal contract through the Office of General Counsel.

Supplier:	Halff Associates, Inc	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	10/03/2025

POA #:	N/A	**PO #:**	N/A	**Change Order #:**	N/A
Solicitation #:	RFP-NONCON 17069 25	**Contract #:**	N/A	**Contract ADM #:**	N/A
Term:	Project Completion	**Options:**	N/A	**Options Used:**	N/A

Federally Funded:	Yes	**JSEB Rec:**	Participation
Licenses Verified:	Yes	**JSEB %:**	10
Bonds Required:	No	**Bonds Waived Pursuant To:**	N/A

Fund:	33101	**Center:**	153101	**Acct:**	565030	**Proj:**	011099	**Activity:**	00000000	$ 100,000.00
Fund:	32111	**Center:**	153101	**Acct:**	565031	**Proj:**	011099	**Activity:**	00000000	$ 100,000.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 200,000.00	**Contingent Amt:**	$ 0	**DMP/ODPO Amt:**	$ N/A

Using Agency/BU:	PDOD:OFFICE OF THE DIRECTOR		
Concurrence:	Signed by: Helena A Parola 3E8A133516E44AA...	**Title:**	DIRECTOR OF PLANNING AND DEVELOPMENT 1/20/2026
Concurrence:	Corlianese, Anne C0C6F89756B5449...	**Title:**	CHIEF RESILIENCY OFFICER 1/20/2026
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Procurement Analyst/Buyer:	Signed by: Kemp, Benjamin 4C8860DFACE2449C...	**Chief of Procurement:**	Signed by: 1/27/2026 B10F1D517352456...
Name:	Kemp, Benjamin	**Name:**	Dustin L. Freeman

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:		**Action:**	
Members who disapprove:		**Signature:**	
Date:		**Date:**	

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PAF Instructions
Part 1 (using agency)

Form Type: This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action and Justification: Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

Supplier: Enter awarded supplier name**.** If multiple, include in "Requested Action and Justification" box.

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

Bid Opening Date: The date bids were unsealed by Procurement.

POA #: This is your 1Cloud generated Agreement number. Select Type, Enter Number.

PO #: Enter the PO number or agreement release number.

Change Order #: Provide the applicable change order number represented by this request.

Solicitation #: Select Prefix type, Enter Number, and Year.

Contract #: This number should be the same as your POA number (unless procured prior to 2020)

Contract Amendment #: Provide the applicable amendment number represented by this request.

Term: Select the Period of Performance or Term for the initial period.

Options: Period of time for each renewal or option.

Options Used: Prior to this request, enter how many options were already used.

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

Funding Sources: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Account: Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

Using Agency/BU: Select one from the dropdown list.

Concurrence: Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

Title: Title of person electronically signing form.

Attachments: Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards*.

**Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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halff

January 8, 2026

Jenny Hinton, PhD
Deputy Chief Resilience Officer
Office of Resilience
City of Jacksonville
214 N. Hogan Street, Suite 300
Jacksonville, FL 32202

Re: Green Infrastructure Prioritization Framework Scope of Work

Dear Dr. Hinton:

Per your request, you may find enclosed Halff's scope of work to develop a Green Infrastructure Prioritization Framework for the City of Jacksonville. The scope of work proposes a schedule of approximately 12 months, which will begin with contract execution and notice-to-proceed. Per our response to the Request for Proposals our fee to develop the scope of work is $197,000. We believe to have addressed your comments to the draft scope of work but let Troy Dorman or me know if you have any additional questions.

We appreciate the opportunity to collaborate with the Office of Resilience and look forward to the development of feasible green infrastructure project concepts that will improve our city's natural and recreational resources.

Sincerely,

Guillermo Simon, P.E., CFM
Vice President

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Scope of Work - Green Infrastructure Prioritization Framework

Project goal: Halff (Consultant) will ***develop a decision-making framework and*** will use this framework to ***develop a prioritized list of green infrastructure projects to be implemented in the next five years***.

Task 1. Develop high-quality educational materials for outreach and engagement

The Consultant will develop an exhaustive list of green infrastructure practices, including but not limited to green roofs, green walls, bioswales, rain gardens, planter boxes, and stormwater wetlands. Other types of green infrastructure include the preservation, enhancement, and restoration of ecologically significant natural areas. Restoration and enhancement activities will include the installation of living shorelines. The Consultant will also develop educational materials for outreach and engagement. The framework will also consider a variety of ways in which installing native plants can be used to increase resilience and improve habitat for wildlife.

Task 1 Deliverables

a. *Informational graphics and handouts with relevant descriptions of green infrastructure and the initiative to prioritize projects.*

Task 2. Develop initial prioritization framework and draft list of prioritized projects

Site and green infrastructure project feasibility and logistics will be at the forefront of the decision-making framework. Logistics variables include site size, site access, site's ability to support and maintain a green infrastructure development, and the volume of rain a given asset may typically handle. Once a green infrastructure solution has been deemed logistically feasible, it will be subjected to scoring criteria for prioritization. Primary scoring criteria will include information on the asset's capacity to absorb hazards such as flooding, erosion, and wave effects. Secondary scoring criteria will include the extent to which wildlife habitat is enhanced, potential for water quality improvements, and the mitigation of heat. Other scoring criteria will relate to lifecycle costs and cost-benefits, public support and community benefits.

The scope of work excludes calculation of benefits and costs specific to an individual project. Instead, the Consultant will research approximate benefits and costs from project experience and from readily available sources. Given the city's extensive area and variability in level of urbanization, the scope of work limits quantification of hazards to the availability of readily information data such as the city's compound flood study or the 2022 Heat Mapping Project.

The Consultant will develop a list of potentially suitable locations for green infrastructure projects on public lands in Jacksonville, including right-of-way, public buildings, and public parks. The Consultant will rely heavily on GIS datasets to perform the analysis. To develop this task, spatial data on public lands will be provided by the City to the Consultant. Each site will then be analyzed to determine feasibility of green infrastructure facilities that can be implemented based on several

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criteria. Green infrastructure facilities identified in this study will be developed for planning purposes. Detailed engineering and environmental studies may still be required to determine each facility's precise feasibility.

After each site has a recommended green infrastructure type with associated factors analyzed, the Consultant will prioritize green infrastructure projects based on criteria such as type of asset (critical functions), benefits, need/risk of flooding, adaptive capacity, public support, and costs (upfront and maintenance). This prioritization list will be reviewed by relevant stakeholders within the City and changes will be made as needed.

For each of the 10 green infrastructure projects prioritized by this project, the Consultant will produce a multi-scale summary that communicates vision to action. Production of summaries include, but are not limited to, one-image graphics, one-page summaries, and comprehensive folios. One-image graphics convey key green infrastructure concepts for rapid public communication and social media dissemination. One-page summaries describe technical findings for web or print distribution, while comprehensive folios document research, design development, precedent studies, and concept-level illustrations, as necessary. Materials may also include context maps showing relevant information such as regional ecological networks, concept diagrams in plan and section, and renderings illustrating both routine and extreme-event performance of proposed green interventions. These products will support stakeholders' understanding of project goals, strategies, and anticipated ecological and social outcomes.

Task 2 Deliverables

a. *A list of potential green infrastructure types and locations for green infrastructure in Jacksonville.*
b. *A list of potential criteria for determining site suitability for green infrastructure and for prioritizing potential projects.*
c. *Draft framework for prioritizing green infrastructure practices.*
d. *Draft list of high-priority green infrastructure projects.*

Task 3. Facilitate city-led community engagement activities and outreach events

Partly using products developed in tasks 1 and 2, the Consultant will design and produce infographics to support the City's outreach and public engagement efforts and will provide support for a series of in-person City-led outreach and public engagement events; such support will not exceed 20 hours of face-to-face time. Support also includes the creation of a MS PowerPoint that explains the draft framework and draft list of prioritized projects as well as meeting facilitation and notetaking. The City will prepare meeting notes from the public engagement events and provide them to the Consultant for review. City staff will identify meeting location, organize event, and advertise, as necessary.

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Task 3 Deliverables

a. *PowerPoint presentation with information on green infrastructure and prioritization process to date – i.e., draft framework and priority projects.*
b. *Public engagement infographics that describe prioritized projects*
c. *Public engagement meeting facilitation*

Task 4. Incorporate feedback from outreach and engagement into framework

The Consultant will be responsible for incorporating public feedback into the prioritization framework and for describing how public engagement was used to inform the prioritization framework in the Final Report.

Task 4 Deliverables

a. *Revise framework based on feedback from public engagement.*

Task 5. Incorporate feedback from City staff to finalize framework and project list

The Consultant will be responsible for incorporating City staff feedback into the prioritization framework and for updating the prioritization project list in the Final Report.

Task 5 Deliverables

a. *Incorporate City staff feedback and develop final decision-making framework.*
b. *Develop final list of prioritized green infrastructure projects for implementation.*

Task 6. Green Infrastructure Prioritization Framework Report

The Consultant will develop a project report that compiles and documents the methods and assumptions that resulted in the prioritization framework and project recommendations. The report will include educational materials and will describe, if applicable, how comments from the community and City staff helped shape the list of recommended projects.

Deliverables will include standard accessibility features for people with disabilities. Materials will include accessibility features such as plain-language labeling, color-blind–friendly palettes, high-contrast design, screen-reader compatibility, tagged reading orders, alt-text for images, and accessible tables and charts.

Task 6 Deliverables

a. *Final Report that describes the technical process of developing the framework as well as the community engagement process.*

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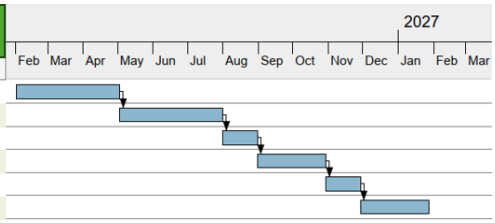
Draft Schedule (subject to notice-to-proceed)

City of Jacksonville
Green Infrastructure Prioritization Framework

Name	Begin date	End date
1. Develop high-quality educational materials for outreach and engagement	2/2/26	5/2/26
2. Develop initial prioritization framework and draft list of prioritized projects	5/3/26	7/31/26
3. Facilitate city-lead community engagement activities and outreach events	8/1/26	8/30/26
4. Incorporate feedback from outreach and engagement into framework	8/31/26	10/29/26
5. Incorporate feedback from City staff to finalize framework and project list	10/30/26	11/28/26
6. Write Final Report	11/29/26	1/27/27



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A NEW DAY.

Bid Specifications

for

Green Infrastructure Prioritization Framework

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Company **City of Jacksonville**
Buyer **Benjamin Kemp**
E-mail **BKemp@coj.net**

This document has important legal consequences. The information contained in this document is proprietary of City of Jacksonville. It shall not be used, reproduced, or disclosed to others without the express and written consent of City of Jacksonville.

All responses to this solicitation must be submitted through the City's e-procurement system 1Cloud. If you need to refresh yourself on the instructions for viewing and responding to solicitations, please refer to the training information posted on the supplier portal located on the COJ Procurement Division website.

https://www.jacksonville.gov/departments/finance/procurement

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1 Overview

1.1 General Information

Title	**Green Infrastructure Prioritization Framework**		
Synopsis	**The City is seeking a consultant to identify the most effective types of green infrastructure projects for specific locations where flood mitigation is needed to ensure continued access to and provision of valuable services. This initiative will facilitate the implementation of green infrastructure across Jacksonville, which will benefit community resilience by reducing flooding. The green infrastructure projects prioritized by this initiative will protect critical assets by storing stormwater. Assets to be protected include but are not limited to fire stations, emergency shelters, senior centers, hospitals, and utilities. Additionally, green infrastructure is expected to reduce flooding on roadways, which will protect access to critical infrastructure and services and ensure the safety of evacuation routes. Non-Mandatory Pre-Bid Conference: Microsoft Teams: Meeting ID: 236 547 739 137 1 Passcode: sR78d4YK**		
Buyer	**Benjamin Kemp**	Outcome	**Contract Purchase Agreement**
E-Mail	**BKemp@coj.net**	Two Stage Evaluation	**Yes**

This is a two stage negotiation and all responses will be evaluated in two stages.

1.2 Schedule

Preview Date		Open Date	**9/2/25 3:19 PM**
Close Date	**10/3/25 10:00 AM**	Award Date	
Time Zone	**Eastern Standard Time**		
Pre-Bid Conference Location	**Non-Mandatory Pre-Bid Conference: Microsoft Teams: Meeting ID: 236 547 739 137 1 Passcode: sR78d4YK**		
Pre-Bid Date/Time	**9/9/2025 @2:00 PM**		
Question Cutoff Date/Time			

1.3 Negotiation Controls

Response Visibility	**Sealed**

Lines Settings

Rank Indicator	**1,2,3...**
Ranking Method	**Multiattribute scoring**

1.4 Response Rules

This negotiation is governed by all the rules displayed below.

	Rule
☑	Suppliers are allowed to revise their submitted response up until Bid closing

1.5 Terms

Agreement Start Date		Agreement End Date	
Agreement Amount (USD)			
Payment Terms		Freight Terms	**Freight Prepaid**
Shipping Method	**Best Way**	FOB	**FOB Destination**
Negotiation Currency	**USD (US Dollar)**	Price Precision	**2**

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2 Requirements

**Response is required*

Suppliers must satisfy the following requirements. By submitting a response, Supplier warrants and represents that it satisfies all requirements. Failure to meet any of the requirements may result in the response being rejected as non-responsive. Any conflict between any section within this document shall be resolved by deferring to the most restrictive language of the solicitation document. Suppliers must respond to each section through the drop-down selection or arrows at the top right. All response attachments should be properly labeled to identify supplier and file contents.

2.1 Affirmation (Preliminary Response Stage)

*1.

Type name and title of person submitting bid in the comments box.

Select one of the following:-

☐ a. Acknowledge

Comments:

*2.

Type name of company in the comments box.

Select one of the following:-

☐ a. Acknowledge

Comments:

*3. No Alterations: Bidder has not altered the original Solicitation Document in any way and further understands that any such alteration of the original solicitation document may result in rejection of the bid.

Select one of the following:-

☐ a. Acknowledge

*4. Solicitation Silence: The Solicitation Silence policy is in effect for this solicitation and all communications related to this solicitation must be in writing to the designated procurement representative. Violations of the solicitation silence policy may result in the rejection/disqualification of the submission.

Select one of the following:-

☐ a. Acknowledge

*5. Legal authorization and solicitation specific minimum requirements: All bidders must be legally authorized to do business in Duval County and shall comply with all minimum requirements for this bid. Failure to submit evidence for meeting any of these requirements may be grounds for rejection. Vendor shall provide proof of applicable local business licenses and particulars such as specific licensure, experience on similar projects, years of expertise in the area

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etc.

Select one of the following:-

☐ a. Acknowledge

*6. Certification of No Conflict of Interest: Supplier certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Supplier's company. Supplier must complete and submit the attached Conflict of Interest Statement fully detailing any potential conflicts.

Attachments:

File Name or URL	Type	Description
CONFLICT OF INTEREST CERTIFICA	File	

Select one of the following:-

☐ a. Contractor certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Contractor's company.

☐ b. Contractor cannot certify that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Contractor's company.*(Response attachments are required)*

*7. Equal Business Opportunity Program: Pursuant to Part 6 of Chapter 126, Jacksonville Ordinance Code, the City of Jacksonville encourages the utilization and participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. It is the City's intent in adopting this program to reflect the philosophy with regards to enhancing participation of JSEBs in all areas of procurement.

Attachments:

File Name or URL	Type	Description
JSEB Project Goals Language.pd	File	

Select one of the following:-

☐ a. Acknowledge*(Response attachments are optional)*

*8. Electronic Signature: I understand this acknowledgment serves as my electronic signature and has the same force and effect as my manual signature.

Select one of the following:-

☐ a. Acknowledge*(Response attachments are optional)*

2.2 Submittal Statement (Preliminary Response Stage)

*1. Submittal Statement

Bidder certifies that this proposal is made in good faith, without collusion or connection with any other entity bidding on this work.

Bidder has examined and read all Drawings, Specifications, General and Special Conditions, and other Contract Documents, and all Addenda thereto; and is acquainted with and fully understands the extent and character of the work covered by this Proposal and the specified requirements, for the proposed work.

Bidder certifies that no officer or agent of the CITY will directly or indirectly benefit from this bid. Bidder states that this Proposal is made in conformity with the Contract Documents and agrees that in case of any discrepancy or differences between its Proposal and the Contract Documents, the provisions of the latter shall prevail.

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Bidder certifies that it has carefully examined the foregoing Proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and save harmless the CITY against any cost, damage or expense which may be incurred or caused by any error in the Bidder's preparation of same.

Bidder states that all applicable taxes are included in the unit prices or Lump Sum Bid and acknowledges this project is not exempt from the State or Local Sales or Use taxes, and payment of such taxes is the responsibility of the Bidder.

The undersigned Bidder agrees to keep its bid in effect for 120 calendar days after the Bid Opening date to allow the CITY time to award the bid, should it be awarded, and time to prepare and execute the contract (or issue the purchase order). This time period begins at the time bids are opened and ends upon the issuance of Notice to Proceed (NTP) by the CITY. The bid prices shall remain in effect throughout the life of the Contract. Failure of the CITY to issue NTP within the specified time period shall allow Bidder to withdraw its Bid and terminate its contract without penalty or forfeiture of Bid Bond. Failure of the CITY to issue NTP within the specified time period shall not entitle Bidder to an adjustment of its Bid prices, unless mutually agreeable by the CITY.

Bidder certifies, under penalty of perjury and contract rescission, that it has all required licenses to perform the work required to fulfill the terms of the contract resulting from a successful bid. Furthermore, the Bidder affirms that all subcontractors requiring to be licensed are listed in its response and are properly licensed to perform work on their respective portions of this project.

Select one of the following:-

☐ a. Acknowledge

2.3 General Requirements (Preliminary Response Stage)

*1. Scope of Services: The Planning Department of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s) or service(s) as outlined in the bid documents provided. See the attachment(s) for additional information.

The consultant will develop a decision-making framework and will use this framework to develop a prioritized list of green infrastructure projects to be implemented in the next five years. The process of prioritizing green infrastructure projects will require technical expertise and will rely on public input.

The consultant will work with the City to develop an exhaustive list of green infrastructure practices. The framework will consider green roofs, green walls, bioswales, rain gardens, planter boxes, and stormwater wetland ponds. Other types of green infrastructure to be considered include the preservation, enhancement, and restoration of ecologically significant natural areas in urban settings. Restoration and enhancement activities will include the installation of living shorelines. The framework will also consider a variety of ways in which installing native plants can be used to increase resilience and improve habitat for wildlife.

The consultant will also provide a list of potentially suitable locations for green infrastructure projects on public lands in Jacksonville, including city rights-of-way, public buildings, and public parks. Projects in rights-of-ways are important for reducing flooding of roadways and adjacent properties. Projects on / near public buildings will help protect critical assets. Additionally, parks are well suited for green infrastructure and are ideal locations for educational programming about the benefits of green infrastructure. To facilitate this task, spatial data on public lands will be provided by the City to the consultant.

The City will then work with the consultants to prioritize green infrastructure projects based on criteria such as type of asset (critical functions), benefits, need/risk of flooding, adaptive capacity, public support, and costs (upfront and maintenance). Logistical considerations will be at the forefront of the decision-making framework. Some logistics to consider include site size and the volume of rain expected. Once a solution has been deemed logistically feasible, it will be subjected to scoring criteria for prioritization. First and foremost, scoring criteria will include information on the capacity to prevent coastal hazards, including but not limited to flooding and / or erosion. The scoring criteria will also include the extent to which wildlife habitat is enhanced, potential for water quality improvements, and the

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mitigation of heat. Other scoring criteria will relate to public support and community benefits, such as improving aesthetics of public spaces as well as additional criteria provided by stakeholders.

Community Engagement / Public Outreach and Education
The consultant will design infographics and produce materials such as flyers, pamphlets, and social media content. The consultant will provide support for a series of in-person City-lead outreach and public engagement events, not to exceed 20 hours of work. Such support will include the creation of a PowerPoint explaining the draft framework and draft list of prioritized projects. The City will prepare meeting notes from the public engagement events and provide them to the consultant for review. The consultant will be responsible for incorporating public feedback into the prioritization framework. The consultant will be responsible for describing how public engagement was used to inform the prioritization framework in the Final Report.

Select one of the following:-

☐ a. Acknowledge*(Response attachments are optional)*

*2. Specifications: Provide all items or services as identified on each line or identified below in accordance with all other Terms and Conditions specified herein. See the attachment(s) for additional information. The contract will be for 16 months with one (1), one (1) year renewal option

<u>Tasks and deliverables</u>

1) Develop high-quality educational materials for outreach and engagement
   a. Deliverable: Materials including flyers and pamphlets with information about green infrastructure and the initiative to prioritize projects.
   b. Deliverable: Social media content with information about green infrastructure and the initiative to prioritize projects.
   c. Timeline: 3 months after NTP is issued.

2) Develop initial prioritization framework and draft list of prioritized projects
   a. Deliverable: Comprehensive lists of potential green infrastructure types and locations for green infrastructure in Jacksonville.
   b. Deliverable: A list of all potential criteria for determining site suitability for green infrastructure and for prioritizing potential projects.
   c. Deliverable: Draft framework for prioritizing green infrastructure practices.
   d. Deliverable: Draft list of high-priority green infrastructure projects.
   e. Timeline: 9 months after NTP is issued.

3) Facilitate city-led community engagement activities and outreach events
   a. Deliverable: PowerPoint presentation with information on green infrastructure prioritization to date – i.e., draft framework and priority projects.
   b. Timeline: 10 months after NTP is issued.

4) Incorporate feedback from outreach and engagement into framework
   a. Deliverable: Revised framework based on feedback from public engagement.
   b. Timeline: 12 months after NTP is issued.

5) Incorporate feedback from City staff to finalize framework and project list.
   a. Deliverable: Final decision-making framework.
   b. Deliverable: Final list of prioritized green infrastructure projects for implementation.
   c. Timeline: 14 months after NTP is issued.

6) Write Final Report
   a. Deliverable: Final Report that describes the technical process of developing the framework as

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well as the community engagement process.
b. Timeline: 16 months after NTP is issued.

Select one of the following:-

☐ a. Acknowledge*(Response attachments are optional)*

*3. Bidders should submit or comply with the following requirements. Failure to submit any of these requirements may be grounds for rejection.

a. Supplier shall provide proof of applicable local business license if located within Duval County.

b. Supplier must have previous experience with green infrastructure projects

c. Supplier must provide contact information of a reference to previous green infrastructure projects

Select one of the following:-

☐ a. Acknowledge*(Response attachments are optional)*

*4.

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

The formal response to the RFP - Non-Construction. Each proposer will clearly indicate within the Cover Letter that your response is for the RFP.

The RFP shall contain no more than thirty (30) single-sided, 1.5-spaced, 8½" by 11" pages, excluding appendices. The font style shall be Arial with a minimum font size of 11 points. The title page and a single-page cover letter will not be counted as part of the 30-page limit. A cover letter in excess of one page and any other information submitted beyond that noted in the requirements will be counted as part of the 30-page limit. Any RFP exceeding these formal guidelines will be rejected without being considered by the City. Provide proof of insurance, bonding capacity, and licensing. Copies of these documents may be included as appendices and will not be counted against the 30-page limit.

1) Title Page: Include <u>only</u> RFP Title, RFP Number, Contractor's full name, address, phone number.

2) Cover Letter: Include <u>only</u> the following:

Date of Letter.

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RFP Title and Number

Bidder's full name, address and phone number.

Names of the persons who will be authorized to make representations for the Bidder, their titles, addresses (including email address) and telephone numbers.

Bidder's Federal Employer ID Number.

Acknowledgement that (i) the Response is based on the terms set forth in the RFQ and all amendments thereto posted on City's website as of the date of the Response, and (ii) the Bidder will be responsible for monitoring City'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.

3) Required Forms. Attach all forms identified in requirements section. Examples of forms that may be required include:

Business References. (if requested)

Equal Business Opportunity Program Forms (if requested).

Proposal Bond (if requested)

Insurance Agent Acknowledgment (if requested)

4) Proof of Minimum Requirements. Responses will be accepted ONLY from companies meeting the

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minimum requirements in section of the RFP. Bidders must provide clear documentation that they meet the minimum requirements.

5) Statement of Qualifications. This portion of the Response will be used to provide the information City needs to evaluate how well the Contractor meets the criteria listed in the 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 subsections that correspond to each of the listed criteria.

Attach Overall Proposal Document Here, Use the following naming convention: Supplier_Name Overall Proposal Document.

Select one of the following:-

☐ a. Acknowledge*(Response attachments are required)*

*5. Federal Funding: Complete and return all federal funding attachments.

Attach Federal Funding Forms here. Use the following naming convention: Supplier_Name Federal Funding Forms.

Attachments:

File Name or URL	Type	Description
Fed Attachment H.pdf	File	
Fed Attachment G.pdf	File	
Fed Attachment F.pdf	File	
Fed Attachment E.pdf	File	
Fed Attachment D.pdf	File	

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Fed Attachment C.pdf	File	
Fed Attachment B.pdf	File	
Fed Attachment A.pdf	File	
Fed Attachment Instructions.pd	File	
Fed Attachment I.pdf	File	

Select one of the following:-

☐ a. Acknowledge*(Response attachments are required)*

2.4 RFP Non-Construction Requirements (Preliminary Response Stage)

*1.

1. Introduction

The City of Jacksonville ("Buyer") intends to hire an individual or firm ("Contractor") to provide the services described in this Request for Proposal ("RFP"). 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.

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 in writing (via the 1Coud Procurement System) and, unless otherwise specified in the RFP, be received by the Purchasing Analyst (Analyst) at least ten (10) calendar days before the Response Due Date. Questions and requests for amendments directed to the Analyst 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. Buyer reserves the right to request or obtain additional information about any and all Statement of Qualifications submitted in response to RFP. They may also issue addenda to this RFP which will be sent to each Supplier who received this RFP. 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 Analyst 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.

3. 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

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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 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.

4. Public Meetings and Special Accommodations. Any meetings of the RFP evaluation committee (i.e., the Jacksonville Procurement Awards Committee or Technical Review Committee) shall be noticed on Buyer's website and shall comply with Florida's Open Meetings Laws. Please contact the Analyst 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 Analystidentified in the Overview Section at least forty-eight (48) hours prior to the meeting.

5. Cost of Developing RFP Response. All costs related to the preparation of RFP Responses 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.

6. Response Ownership. All Responses, including attachments, supplementary materials, addenda, 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.

7. 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, 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 Buyer to perform the services; and

(b)Upon request from Buyer's custodian of public records, provide Buyer 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

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(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 Buyer; and

(d)Upon completion of this Contract, transfer to Buyer at no cost all public records in possession of Contractor or keep and maintain public records required by Buyer to perform the service. If Contractor transfers all public records to Buyer 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 Buyer upon request from Buyer's custodian of public records in a format that is compatible with Buyer'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 BUYER'S CUSTODIAN OF PUBLIC RECORDS AT (904) 255-7674; REQUEST@COJ.NET; BUYER OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

8. 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.

9. 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:

submit a bid on a contract to provide any goods or services to a public entity;

submit a bid on a contract with a public entity for the construction or repair of a public building or public work;

submit bids on leases of real property to a public entity;

be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and

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transact business with any public entity in excess of the Category Two threshold amount provided in Section 287.017, Florida Statutes.

10. 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:

submit a bid on a contract to provide any goods or services to a public entity;

submit a bid on a contract with a public entity for the construction or repair of a public building or public work;

submit bids on leases of real property to a public entity;

be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or

transact business with any public entity.

11. 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).

Contractor currently has no delinquent obligations to the Buyer of Jacksonville or any of its independent agencies.

The Response is submitted in good faith and without any prior or future consultation or agreement with any other respondent or potential respondent;

To the best of the knowledge of the person signing the Response, neither the Contractor, its affiliates, subsidiaries, owners, partners, principals or officers:

is currently under investigation by any governmental authority for conspiracy or collusion with respect to bidding on any public contract;

is currently under suspension or debarment by any governmental authority in the United States;

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

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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

has within the preceding three-year period had one or more federal, state, or local government contracts terminated for cause or default.

Contractor is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. [This certification applies to contracts of $1,000,000 or more. A list of the companies can be found as a link to "PFIA Quarterly Reports" at www.sbafla.com/fsb/]

Contractor has read and understands the RFP terms and conditions, and the Response is submitted in conformance with those terms and conditions.

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.

12. Provision of Services. Contractor shall provide Buyer with all of 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.

13. 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.

14. 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

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250908a - INSERT: Representations

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period in which such Change will be implemented.

15. 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.

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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.

250908a - INSERT: REPRESENTATIONS

16. 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.

17. Location Requirements for Services. Unless otherwise stated in the RFP or the Response, the majority of the Services shall be performed within Duval County, Florida and no Services will be performed outside of the United States. These restrictions may be modified in writing if Buyer determines, in its sole discretion, that the restrictions impose an undue burden on Contractor's ability to perform the Services as contemplated in the Contract.

250908a - INSERT: negligent

18. 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).

250908a - INSERT: require

19. 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.

20. Ownership of Works.

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250908a - INSERT: Any reuse of the Work for any other purpose by the Buyer without written consent from the Contractor, shall be at the Buyer's sole risk and with out liability to the Contractor.

(a)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.

(b)With the exception of Contractor's pre-existing intellectual capital and third-party intellectual capital as described in Section 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.

250908a - INSERT:grants

(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.~~

21. 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.

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22. 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.

23. 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").

24. 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 Buyer 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.

25. 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.

26. 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.

27. Invoicing and Payment.

(a)Unless otherwise specified in the RFP, payment to Contractor for Services shall be made on a monthly basis 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 thirty (30) 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.

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(c)Buyer's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.

28. 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.

29. 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.

30. 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

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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.

31. 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.

250908a - INSERT: If Buyer wishes to suspend this contract, Contractor shall not be liable for any damages, including liquidated and consequential damages, that may stem from such suspension.

32. 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 actually performed to the date of termination. Access to any and all work papers will be provided to the District 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 below.

250908a - INSERT: If Contractor is terminated for convenience by Buyer, then Contractor shall have no liability for any damages that stem from such termination, including damages that are liquidated or consequential in nature.

33. 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 (4) Contractor fails to abide by any statutory, regulatory, or licensing requirement. Buyer may extend the 10-day cure period in its discretion.

In addition, the following shall constitute an immediate Event of Default with no right cure: (i) Contractor isfound 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.

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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.

34. 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.

35. Transition Services. At any time prior to the date the Contract expires or terminates for any reason (the "Termination Date"), Buyer may request 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.

36. 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.

37. Qualification of Contractor Employees, Subcontractors, and Agents. All Contractor employees, subcontractors

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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.

250908a - INSERT: requiring

250908a - INSERT: affirm

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.

38. 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.

250908a - INSERT: affirm

39. 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.

40. 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.

41. 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

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herein shall be construed as creating any personal liability on the part of any officer, employee or agent of Buyer.

42. 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.

43. 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.

44. 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.

45. Other Non-Discrimination Provisions. As required by Section 126.404, Jacksonville Ordinance Code, Contractor represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of the Contract. 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.

Different from contract terms

46. 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 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.

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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.

47. 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.

48. Contingent Fees Prohibited. 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

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amount of such fee, commission, percentage, gift or consideration.

49. Truth in Negotiation Certificate. 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.

50. 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:

Chapter 119, Florida Statutes (the Florida Public Records Law);

Section 286.011, Florida Statutes (the Florida Sunshine Law);

Chapter 602, Jacksonville Ordinance Code (the Jacksonville Ethics Code);

Chapter 126, Jacksonville Ordinance Code (the Jacksonville Purchasing Code); and

All licensing and certification requirements applicable to performing the Services.

51. 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.

52. 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.

53. 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.

54. 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

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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.

55. 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.

56. Office of Inspector General. The Buyer 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 Buyer contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the Buyer, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the Buyer and/or receiving Buyer 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.

57. 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 and has read and will comply with the Mandatory Ethics Training for Suppliers located on the Procurement Website.

58. Employment Eligibility. Pursuant to the provisions of section 448.095, Florida Statutes, the parties agree to the following. For purpose of this section, the term "contract" includes this Agreement and any contract between the Contractor and any of its subcontractors:

(a)The Contractor and any of its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Contractor and any of its subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b)1.If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

2.If the Buyer has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, then the Buyer shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

3.A contract terminated under subparagraph 1. or subparagraph 2. shall not a breach of contract and may not be considered as such.

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(c)1.The Buyer, the Contractor, or any of the Contractor's subcontractors who has a good faith belief that a person or entity with which it is contracting has knowingly violated s.448.09 (1), Florida Statues, shall terminate the contract with the person or entity.

2.If the Buyer has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, the Buyer shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the sub-contractor.

3.A contract terminated under subparagraph 1. or subparagraph 2. shall not be a breach of Contract and may not be considered as such.

(d)The Buyer, Contractor, or any of Contractor's subcontractors may file an action with a circuit county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

(e)If the Buyer terminates the Agreement with Contractor under paragraph (c), the Contractor may not be awarded a public contract for at least 1 year after the date on which the Agreement was terminated.

(f)The Contractor is liable for any additional costs incurred by the Buyer as a result of the termination of a contract.

Select one of the following:-

☐ a. Acknowledge

*2.

Revisions to the Solicitation

The following sections are hereby removed from the *Terms and Conditions*. Please disregard these sections in their entirety.

C.10 Delivery

C.12 Discounts

C.29 "Or Equal" Interpretation

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C.30 Performance Bond

C.31 Pickup and Returns

C. 31 Prices

C. 41 Quotations

Select one of the following:-

☐ a. Acknowledge

2.5 Indemnification and Insurance Requirements (Preliminary Response Stage)

*1. RFP Indemnification and Insurance Requirements.

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Procurement Division
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Provider shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Provider shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits	
Worker's Compensation	Florida Statutory Coverage	
Employer's Liability	$ 1,000,000	Each Accident
	$ 1,000,000	Disease Policy Limit
	$ 1,000,000	Each Employee/Disease

This insurance shall cover the Provider (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.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$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.

Automobile Liability	$1,000,000	Combined Single Limit

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

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).

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Professional Liability (Including Medical Malpractice when applicable)	$1,000,000 per Claim and Aggregate
Umbrella Liability	$5,000,000 Each Occurrence/Agg.

The Umbrella Liability policy shall be in excess of the above limits without any gap. The Umbrella coverage will follow-form the underlying coverage and provide on an Occurrence basis all coverages listed above and shall be included in the Umbrella policy.

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250908a - INSERT: and Professional Liability

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation 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 CG2037, Automobile Liability CA2048.

B. 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.

C. Provider's Insurance Primary. The insurance provided by the Provider 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.

D. 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 Provider. 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.

E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Provider 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.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Provider shall relieve Provider of Provider's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Provider shall provide the City Certificates of Insurance at contract execution, that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. 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.

H. 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.

Select one of the following:-

☐ a. Acknowledge

2.6 Price Sheet (Preliminary Response Stage)

*1. Price Sheet: Please download the attached spreadsheet to enter prices and upload back. Please do not make any

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changes to the item descriptions or quantities indicated. See the attachment(s) for additional information.

Attachments:

File Name or URL	Type	Description
PriceSheet_NFWF.xlsx	File	

Select one of the following:-

☐ a. Acknowledge*(Response attachments are required)*

2.7 Sample Services Contract (Preliminary Response Stage)

*1. Please review and acknowledge the attached sample Professional Services Contract.

SAMPLE

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 toCONTRACTOR;

NOW THEREFORE, in consideration of the promises 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.** CONTRACTOR will be paid by the CITY for the Services [as follows: _____] 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, it 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.

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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 of 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_____ By_____
James McCain Donna Deegan
Corporation Secretary 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_____ By_____
Signature Signature

_____ _____
Type/Print Name Type/Print Name

_____ _____
Title Title

Attachments:

File Name or URL	Type	Description
Sample Professional Services C	File	

Select one of the following:-

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☐ a. Acknowledge

2.8 Bid Surety Requirements (Preliminary Response Stage)

*1. Bid / Surety Requirements: See the attachment(s) for additional information.

1. BID SECURITY

a. If required, the Proposal shall be accompanied by Bid security in the form of a Bid Bond executed by the Bidder and a surety company regularly commissioned and currently licensed as a resident or non-resident agent in the State of Florida, or either a certified or cashier's check drawn on any national bank in an amount equal to five percent (5%) of the Bid amount made payable to the City of Jacksonville. Said Bid Security guarantees the Bidder will not withdraw from the competition after opening the Bids and, in the event the Contract is awarded to the Bidder, it will execute the Contract and furnish the required bonds within ten (10) days after notification. If it withdraws or fails to provide the bonds, the Bid Security and all proceeds there from shall become the property of the CITY as agreed upon, to be fixed as reasonable liquidated damages. In any Contract involving the expenditure of Federal funds, the bond must be written by a Federally approved bonding agency. A copy of the currently approved agencies will be furnished prospective bidders on request from the U. S. Department of Housing and Urban Development (H.U.D.).

2. RETURN OF BID SECURITY

a. As soon as Bids have been satisfactorily evaluated by the CITY, the Bid Securities accompanying Bids which in the CITY's judgment would not likely be considered for the award may be returned. All other Bid Securities will be held until the award has been made and executed, after which the Bid Securities will be returned to the respective Bidders who tendered same.

3. CONTRACT PERFORMANCE AND PAYMENT BONDS

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a. Except as provided in the General Conditions, Contract Bonds in the form provided in these Contract Documents will be required in an amount equal to one hundred percent (100%) of the Contract Amount and shall be written with a surety company regularly commissioned and currently licensed as a resident or non-resident agent in the State of Florida. Such surety company must be approved by the CITY'S Division of Insurance and Risk Management. The bonds shall guarantee the faithful performance of this Contract, including delay damage expense, and payment for labor, materials, and supplies used therefore. For a Contract involving Federal funds, the bond must be written by a Federally approved bonding agency. (A copy of bonding agencies currently approved by the Federal Government will be furnished upon request from the U. S. Housing and Urban Development (H.U.D.) Department).

When Performance and Payment Bonds are not required:

i. The CONTRACTOR, prior to final payment, will certify by affidavit that laborers, materialmen and Subcontractors, as defined in Florida Statute s. 713.01, have no claims against the Contractor resulting from the completion of the work provided for in the Contract.

ii. Payments will be made by the CITY jointly between or among the Contractor and its Subcontractors and suppliers.

4. WITHDRAWAL OF BIDS

a. A bidder may withdraw its Bid without forfeiture of bid security not later than the day and hour set in the advertisement for receiving Bids, "the bid time", by communicating its withdrawal in writing to the CITY. When "the bid time" has passed, no Bidder shall thereafter have a right to withdraw its bid. Subsequent to the opening of Bids, withdrawal will subject the Bidder's Bid Security to forfeiture.

Attachments:

File Name or URL	Type	Description
Performance Bond.pdf	File	
Bid Bond.pdf	File	
Payment Bond.docx	File	

Select one of the following:-

☐ a. Acknowledge*(Response attachments are required)*

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2.9 Evaluation Criteria - Preliminary Response Stage (Preliminary Response Stage)

Section Maximum Score: 95

*1.

Competence: (20 Points)

Experience with green infrastructure projects is critical, experience with the prioritization of Green Infrastructure projects is preferred. 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.

(20 points maximum score)

Maximum Score: 20

Select one of the following:-

☐ a. Acknowledge

*2.

Recent, Current, and Projected Workload: (15 Points)

It is essential that work begin immediately upon execution of the contract. The consultant should describe their current work load and their ability to complete this project in a timely manner. 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

(15 points maximum score)

Maximum Score: 15

Select one of the following:-

☐ a. Acknowledge

*3.

Familiarity With Jacksonville Geography: (5 Points)

Working on the green infrastructure prioritization framework will necessitate in-person meetings with City staff, and stakeholders; therefore, proximity to Jacksonville is preferred. Familiarity and connections with various neighborhood organizations and / or Homeowners Associations is preferred. Jacksonville is the largest city in the contiguous United States. Jacksonville has various development types with very different characteristics. The consultant should demonstrate their knowledge of Jacksonville, especially its geography and distribution of forested areas.

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(5 points maximum score)

Maximum Score: 5

Select one of the following:-

☐ a. Acknowledge

*4.

Familiarity with Jacksonville's Guiding Documents (20 Points)

Familiarity with Jacksonville's guiding documents will ensure that the prioritization framework complements existing priorities, policies, and practices. The consultant must demonstrate their familiarity with guiding documents, including but not limited to the City of Jacksonville's Vulnerability Assessment, Resilient Jacksonville Strategy, and Local Mitigation Strategy

(20 points maximum score)

Maximum Score: 20

Select one of the following:-

☐ a. Acknowledge

*5.

Writing and Editorial Skills/ Ability to Develop High Quality Graphics (15 Points)

Clear and concise communication of information is mission critical. The consultant must demonstrate excellent writing and editorial skills, as is the ability to produce high quality; publications shall be submitted to document expertise. Expertise in compliance with inclusive and accessible formatting for documents is required. ADA compliant documents should be submitted as evidence

(15 points maximum score)

Maximum Score: 15

Select one of the following:-

☐ a. Acknowledge

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*6.

(The contractor submitting the lowest cost to the City shall receive the maximum number of points for cost, 20 points. Each sub sequentially higher cost shall be divided into the lowest cost received and the products score % will be multiplied by the maximum points available to render the points.)

Score = (Lowest Bid/The Bid) X 20)

Maximum Score: 20

Select one of the following:-

☐ a. Acknowledge

2.10 Evaluation Criteria - Presentation Stage (Presentation Stage)

Section Maximum Score: 30

*1.

ORAL INTERVIEWS/PRESENTATIONS (If deemed necessary by the requesting agency) 30 Point Value

The Oral Interviews will have an additional value of thirty (30) points which will be added to the Preliminary Response Score. The three top ranked proposers from the Preliminary Response Scoring Process will be provided the criteria and scheduling information for the Oral Interviews. Final Ranking of the top three firms will be based upon the combination of scores combined from the Preliminary Response Scoring and the Evaluation of the Oral Interviews.

Overall presentation regarding qualifications (10-pts),

Approach to and schedule for the project (10-pts),

Project organization and ability to deliver the best solution (10-pts).

Maximum Score: 30

Select one of the following:-

☐ a. Acknowledge

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3 Lines

3.1 Line Information

Line	Estimated Quantity	Response Price	Line Amount	Response Minimum Release Amount
1-Please Submit $1.00 as price and attach Price sheet in designated Requirements tab				

3.2 Line Details

3.2.1 Line 1 Please Submit $1.00 as price and attach Price sheet in designated Requirements tab

Category Name	**962.58 Professional Services (Not Otherwise Classified)**		
Allow Alternate Lines	**No**		
Target Minimum Release Amount (USD)		Estimated Total Amount (USD)	
Start Price (USD)			

4 Contract Terms

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A. Solicitation Overview

A.1. Scope of Work

The Planning Department of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s)/service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s)/service(s) and to obtain pricing commitments for Green Infrastructure Prioritization Framework as listed in the bid documents.

A.2. Award

Award will be made to the highest ranked, responsive, responsible bidder.

A.3. Quantities

Quantities indicated are fixed.

A.4. Term of Agreement

The term of the agreement is a One-time Purchase and will commence upon execution of the PO or contract and will continue until completion and acceptance of the stated Scope of Work as specified.

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B. Equal Business Opportunity Plan

B.1. Encouragement Plan for Jacksonville Small and Emerging Business Program

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. **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 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.

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C. General Conditions

C.1. Assignment

The Bidder shall not assign, transfer, convey, sublet, novation, or otherwise dispose of this Agreement, or of any or all of its rights, title, or interests therein, or its power to execute such agreement to any person, firm, or corporation without prior written authorization by the City.

C.2. Audit Provision

A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should be conducted and until the Council President has approved the conducting of the examination.

C.3. Bid / Surety Requirements

All bids that may require a bid security or surety in the form of a certified check, cashier's check or bid bond in the amount as prescribed in the bid documents must accompany the bid submission prior to the scheduled bid opening. Certified and cashier's checks will be deposited by the City and reimbursement checks will be issued once an award is made. Failure to submit the above information timely will be grounds for rejection of bid.

C.4. Cartage

No charge will be allowed for cartage or packages unless by special agreement.

250908a - INSERT: except for Workers' Compensation and Professional Liability.

C.5. Certificate of Insurance

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. The awarded vendor will be required to submit a copy of the insurance certificate within ten (10) days from date of receipt of award notice. Bid number should be listed on certificate.

C.6. COJ - Debarment List

In accordance with the City's Procurement Code, the Chief of Procurement and all agencies are advised to cease doing business with disqualified suppliers as they appear on the Disqualified/Probationary Suppliers list located on the Supplier Portal.

C.7. Collusion

THE BIDDER, BY AFFIXING HIS SIGNATURE TO THIS PROPOSAL, AGREES TO THE FOLLOWING: "BIDDER CERTIFIES THAT THIS BID IS MADE WITHOUT ANY PREVIOUS UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME ITEMS, AND IS IN ALL RESPECTS FAIR, WITHOUT OUTSIDE CONTROL, COLLUSION, FRAUD OR OTHERWISE ILLEGAL ACTION."

C.8. Compliance with Specifications

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The bidder, by affixing its signature to the bid form submitted, agrees to provide item(s)/service (s) in accordance with the bid documents provided. Bidder must bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bidder should bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

C.9. Data Required to be Submitted

Whenever the specifications indicate a product or a particular manufacturer, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as for the exact brand, model, or manufacturer specified, together with all accessories, qualities, tolerances, compositions, etc. enumerated in the detailed specifications.

If no particular brand, model or make is specified, and if no data is required to be submitted with this bid, the successful contractor, after award and before manufacturer or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge contractor is in compliance with if each requirement of the specifications.

250908a - NOT APPLICABLE

~~C.10. Delivery~~

~~A packing list shall accompany all shipments, which shall indicate, at a minimum, the following: purchase order number, item number and description, date of shipment, quantity ordered and shipped, unit price, and unit of measure.~~

C.11. Deviations to Specifications

In addition to the requirements of paragraph five, all deviations from the specifications must be noted in detail by the bidder in writing at the time of the submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

C.12. Discounts

ALL DISCOUNTS OTHER THAN PROMPT PAYMENT TO BE INCLUDED IN BID PRICE. PROMPT PAYMENT DISCOUNTS OF LESS THAN THIRTY (30) DAYS WILL NOT BE CONSIDERED IN DETERMINING LOW BID.

C.13. Electronic Payments

Bidders/Suppliers are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to suppliers. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.

C.14. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price will govern.

C.15. Escalation / De-escalation

All pricing submitted shall remain firm for the first year of the initial contract period. After the

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first year of the contract term, a supplier may submit in writing a request for price escalation/de-escalation for the percentage of change as listed in the Consumer Price Index (CPI) and/or documentation notifying of an industry-wide increase. The City reserves the right to decline any price increase request.

C.16. Ethics Provision 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 the Ordinance Code and the provisions of the Purchasing code contained in the Ordinance Code and has read and will comply with the Mandatory Ethics Training for Suppliers located on the Procurement Website.

C.17. Extension

In addition to any renewal options contained herein, the City has the right to extend any award resulting from this Bid for the period of time necessary for the City to release, award, and implement a replacement agreement for the commodities and/or contractual services provided in this Bid. Such extension shall be based upon the same prices, terms, and conditions set forth in this Bid.

C.18. Favored Nation Clause

Based on similar size and quantity, it is understood that the Bidder is providing the City the same or better pricing than other governmental agencies. If during the term of this Agreement, the Bidder offers other governmental agencies better pricing for the same item, the Bidder agrees to offer the City the reduced price.

C.19. 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). Supplier 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 Supplier 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 Supplier first had reason to believe that a delay could result. Based upon such notice, Buyer will give Supplier 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 SUPPLIER'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. Supplier 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.

~~C.20. Guarantee~~

~~Contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by it for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design, installation, workmanship, or materials, upon ratification, the Contractor, at its expense, will repair or adjust the equipment or parts to correct the condition or replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.~~

250908a - REPLACE WITH: Contractor's work is based upon professional judgment; therefore, Contractor cannot appropriately guaranty or warrant perfection, as is explicit or implied in a guaranty or warranty. If Contractor is shown to be negligent in the performance of its duties, the provisions of Indemnification shall apply.

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C.21. Invoicing

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include: purchase order number or contract number; item number and description; date of shipment; quantity ordered and shipped; unit prices; unit of measure; and, extended totals. Payment terms are net thirty (30) days. All original invoices shall be submitted to: City of Jacksonville, General Accounting Division, COJ1CloudInvoices@coj.net. The invoice email subject line MUST BE: inv_300000008806179. Invoices can also be submitted through the 1Cloud Supplier Portal.

250908a - INSERT:applicable

C.22. Laws and Regulations

Applicable provisions of all federal, state, county, and local laws, and all ordinances, rules, and regulations shall govern the development, submittal, and evaluation of all Bids received in proposal hereto and shall govern any and all claims and disputes which may arise between the Bidders submitting a proposal hereto and the City by and through its officers, employees, and authorized representatives, or any other persons, natural or otherwise; lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

C.23. Legal Workforce

Owner shall consider the employment, by Supplier/Contractor, of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the Contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

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

a. all persons employed by the Supplier/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida;

b. all persons, including subcontractors, assigned by the Supplier/Contractor to perform work pursuant to the Contract with the Owner.

C.24. Licenses Requirement

Bidders / Suppliers responding to a solicitation or by acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable local, state and federal licenses required by law.

C.25. Marketing / Advertising

By submitting or being awarded this Bid, Bidder agrees not to use the results as a part of any marketing and/or commercial advertising using the City's name, logos, etc. without the express written consent of the City.

C.26. Nondiscrimination Provisions

As required by the 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

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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.

C.27. Office of Inspector General

The City of Jacksonville has established an Office of Inspector General. 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, suppliers, 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 the Ordinance Code.

C.28. Office of the Ombudsman

Failure to comply with the terms and conditions of a contract and/or failure to respond to the Notice of Non-Compliance may result in, but not be limited to, withholding of payment (s), breach of contract, cancellation of contract, filing against performance bonds(s) and disciplinary action, including contractor debarment, in accordance with the Ordinance Code. If a payment or performance dispute arises as to whether the contractor is in non-compliance, the complainant shall engage the Office of the Ombudsman to investigate the matter. During the period of any contest or dispute, the contractor shall otherwise continue to perform under the contract unless instructed otherwise.

250908a - NOT APPLICABLE

~~C.29. "Or Equal" Interpretation~~

~~Even though a particular manufacturer's name or brand is specified, bids will be considered on other brands or on the products of other manufacturers unless noted otherwise. On all such bids, Bidder will clearly indicate the product (brand and model number) on which it is bidding, and will supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacture specified. All samples will be submitted in accordance with procedures outlined in the paragraph on **SAMPLES**. Catalog cuts and technical descriptive data will be attached to the original copy of the bid where applicable. Failure to submit the above information may be a sufficient ground for rejection of bid.~~

250908a - NOT APPLICABLE

~~C.30. Performance Bond~~

~~When applicable, the successful bidder on this bid must furnish a performance bond as indicated in the specifications, made out to the City of Jacksonville, Florida, and prepared on an approved form as security for the faithful performance of its contract within ten (10) days of its notification that its bid has been accepted. The surety thereon must be a surety company authorized and licensed to transact business in the State of Florida. Attorneys in facts who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders, upon failure or refusal to furnish within ten (10) days after its notification the required performance bonds, will pay to the City of Jacksonville, as liquidated damages for such failure or refusal, an amount in cash equal to the security deposited with its bid.~~

250908a - NOT APPLICABLE

~~C.31. Pickup and Returns~~

~~City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within forty-eight (48) hours of notification at no~~

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~~charge to the City or its agencies.~~

250908a - NOT APPLICABLE

~~C.32. Prices~~

~~All unit prices shall include freight, delivery, and handling charges to the delivery location as outlined in the bid documents.~~

C.33. Procurement Division as Agent

When the Procurement Division is acting as an agent for "other public activities" (defined as activities receiving financial support, in part from the City but not under the direct governing jurisdiction of the Consolidated Government), the name of such public activity will be substituted for the word "City" in the foregoing paragraphs Nos. 1 - 52.

C.34. Prohibition Against Considering Social

PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Pursuant to Section 287.05701, Florida Statutes, as amended, Contractor is hereby notified that the City in awarding contracts to vendors may not:

(1)Request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and

(2)Give preference to a vendor based on the vendor's social, political, or ideological interests.

C.35. Prompt Payment to Subcontractors and Suppliers

The following is required by the Ordinance Code; provided however, if Supplier does not use JSEB subcontractors, as identified below, this section shall not apply:

a. Generally - When Supplier receives payment from city for labor, services, or materials furnished by subcontractors and suppliers hired by Supplier, Supplier shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after Supplier's receipt of payment from city. Nothing herein shall prohibit Supplier 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 a dispute, Supplier may withhold the disputed portion of any such payment only after Supplier has provided notice to City 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 City and said subcontractor or supplier within ten (10) calendar days after Supplier's receipt of payment from City. Supplier shall pay all undisputed amounts due within the time limits imposed by this section.

b. Jacksonville Small Business Enterprise (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding the Ordinance Code, Supplier shall pay all contracts awarded with certified JSEBs and MBEs as defined therein their pro-rata share of their earned portion of the progress payments made by City under the applicable contract within seven (7) business days of Supplier's receipt of payment from City (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 or MBE at the time of payment. As a condition precedent to progress and final payments to Supplier, Supplier shall provide to City, with its requisition for payment, documentation that sufficiently demonstrates that Supplier has made proper payments to its certified JSEB or MBE from all prior payments that Supplier has received from City. Supplier shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Supplier. If Supplier

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withholds payment to its certified JSEBs or MBEs, which payment has been made by City to Supplier, Supplier shall return said payment to City. Supplier shall provide notice to City and to the certified JSEB or MBE 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 be delivered to City and said subcontractor or supplier within five (5) calendar days after Supplier's receipt of payment from City. Supplier shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within seven (7) business days shall be a breach of contract, compensable by 1% of the outstanding invoice's being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.

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

C.36. Provision for Other Agencies

Each bidder agrees that when submitting its bid, it will make available to all City agencies and departments, bi-City agencies, and in-City fire departments, the bid it submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

C.37. Public Entity Crime Information

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; submit a bid on a contract with a public entity for the construction or repair of a public building or public work; submit bids on leases of real property to a public entity; be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or transact business with any public entity for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

C.38. Public Records

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

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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 requirements in this solicitation apply to a "Contractor" as defined in Section, 119.0701 Florida Statues. For the purposes of this solicitation "Supplier" is to be defined the same.

C.39. Purchases by Other Public Agencies / Piggyback

With the consent and agreement of the Bidder, purchases may be made under this solicitation and resulting contract by other governmental agencies, political subdivisions within the State of Florida, or any other public entity. Such purchases shall be governed by the same terms and conditions stated herein. Further, it is understood that each agency will issue its own purchase orders to the Bidder. This agreement in no way restricts or interferes with the right of any other public agency to rebid any or all of these items.

C.40. Question Cutoff

All questions regarding the bid documents, specifications, or pertaining to the Pre-Bid Conference MUST be submitted in writing by clicking on the "Message" tab located on the top right area of the solicitation. Answers to questions received timely will be issued by an addendum. Questions submitted after the cutoff date on the solicitation schedule may not get answered.

C.41. Quotations

No bidder will be allowed to offer more than one price on each item even though he or she may feel that he or she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. **IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE CHIEF OF THE PROCUREMENT DIVISION**.

C.42. Report of Unsatisfactory Products and / or Services

A Supplier Performance Report form will be utilized to document unsatisfactory performance during the term of this Bid. The report may become an important part of the Bidder's history. The report and process will assist the City in determining whether there is a continuing pattern of problems which may need to be addressed through termination of contract and/or suspension of the Supplier from future Bidding.

C.43. Reporting

City may request during the term of this Bid, reports, including but not limited to usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

C.44. Reservations

City reserves the right to reject any or all bids or any parts thereof and/or to waive information if such action is deemed to be in the best interests of the City.

City reserves the right to cancel any contract, if in its opinion, Contractor fails at any time to perform adequately the stipulations of this invitation to bid, and the general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon City materials or products or workmanship which is, in the opinion of City,

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of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of City to damages for the breach of any covenants of the contract by the Contractor. City also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned in the bid.

Should the contractor fail to comply with the conditions of this Contract or fail to complete the required work or furnish the required materials within the time stipulated in the Contract, City reserves the right to purchase on the open market or to complete the required work at the expense of Contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of this bid.

Should the Contractor fail to furnish any item or items, or to complete the required work included in this Contract, City reserves the right to withdraw such items or required work from the operation of this Contract without incurring further liabilities on the part of City thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OR MEANING OF ANY PART OF THIS SOLICITATION IT SHOULD CONTACT THE PROCUREMENT DIVISION IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING ITS BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

City reserves the right to terminate the Contract or Purchase Order at any time and for any reason by giving written notice to Contractor unless otherwise specified within the solicitation documents. If the Contract or Purchase Order is terminated for convenience as provided herein, City will be relieved of all further obligations other than payment for that amount of goods or services actually provided to the date of termination.

C.45. Right to Reject

City reserves the right to reject any or all bid(s), to waive minor irregularities and/or to accept the bid(s), which in its sole judgment best serves the interests of the City.

~~C.46. Samples~~

250908a - NOT APPLICABLE

~~The samples submitted by bidders on items for which they have received an award may be retained by City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.~~

~~Samples on which bidders are unsuccessful must be removed as soon as possible after an award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples if not removed by the bidder within thirty (30) days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.~~

~~Bidders will make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples will be borne by the bidder.~~

~~All sample packages will be marked "Sample for the Procurement Division" and each sample will bear the name of the bidder, item number, bid number and will be clearly tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.~~

C.47. Solicitation Silence Policy

City's Procurement Division has implemented a Solicitation Silence Policy that prohibits certain oral communication regarding a solicitation during the period the policy is in effect. Written communications to the Chief of the Procurement Division or his or her

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staff are allowed at all times.

Prohibitions

a. Any oral communication regarding a particular solicitation is prohibited between a potential supplier, service provider, bidder, lobbyist, or consultant and City employees, staff, or hired consultant.

b. Exceptions to the Solicitation Silence Policy - Unless specifically provided in the applicable solicitation document, the Solicitation Silence Policy does not apply to the following:

1) communications regarding a particular solicitation between the Chief of the Procurement Division or his or her staff responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

2) communications between a potential supplier, service provider, bidder, consultant, or lobbyist and City employees responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures;

3) communications with the Office of General Counsel and his or her staff;

4) emergency procurement of goods and services pursuant to Chapter126.102(e), *Ordinance Code*;

5) oral communications at pre-bid conferences;

6) oral presentations before publicly noticed committee meetings;

7) contract negotiations during any duly noticed public meeting;

8) duly noticed site visits to determine competency of bidders during the period between bid opening and the issuance of the Chief of Procurement Division's written recommendation; and

9) communications in writing at any time to the Chief of Procurement Division or his or her staff unless specifically prohibited by the applicable solicitations document.

Commencement and Termination of the Solicitation Silence Period

c. The period of Solicitation Silence commences after the advertisement of the solicitation document. The period of Solicitation Silence 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 Solicitation Silence period shall be reinstated until such time as the Chief issues a subsequent recommendation.

Written Communication during the Solicitation Silence Period

d. When the Solicitation Silence period is in effect, any communication shall be in writing unless one of the exceptions applies. Written communication may be in the form of letter, email, or facsimile.

If Not an Exception

e. If an oral inquiry calls for an answer or response that is not within the scope of the exception, Bidder should request that the question be presented in writing to the Chief of the Procurement Division or his or her staff for a response.

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C.48. State Contract

City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for items/ services covered under this bid. City reserves the right to cancel such Contract in whole or in part for such items or services.

C.49. Submission of Bids

All Bid submissions must be transmitted electronically through 1Cloud Supplier Portal included with the bid notification. It is the sole responsibility of the Supplier to ensure that its Bid response is submitted through 1Cloud supplier portal no later than the time and date specified in the Bid or subsequent addenda.

a. Bidder is responsible for allowing adequate time to upload its submittal on 1Cloud before the electronic submission deadline. If technical difficulties arise during submission of the Bid response, it is the Bidder's responsibility to contact the Procurement Division representative at the phone number listed on the bid form. City shall not be responsible for delays caused in any occurrence.

b. Submittals hand delivered or, sent by mail, facsimile, electronic mail, telephone, or any other means not specified herein will not be accepted. Bidder or Proposer may be allowed to withdraw its bid or proposal at any time prior to opening. Bid submittals may not be withdrawn after the bid due date. Once the Bid response is submitted, a confirmation number will appear on the Supplier Portal.

c. Each Bid submittal must include the Bid Form with the signature in the space(s) provided of an officer or employee having authority to bind the Bidder. Only the terms and conditions of this Bid, as released by the Procurement Division or amended via addendum, are valid. Any modification to any term or condition by the Contractor is not binding unless it is expressly agreed to in writing by City.

C.50. Supplier Accessibility

City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

C.51. Supplier Representation

If this Agreement is for goods or services of $1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if 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 that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;

c. 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; or

d. Has been engaged in business operations in Cuba or Syria.

C.52. Taxes

The City of Jacksonville is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No 85-8012621607C-8; and, (b) Manufacturer's Federal Excise Tax Registration No. 59-6000.344.

C.53. W-9 Requirement

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All bidders are encouraged to submit with their bid submission a revised W-9 if any company information has changed within the last six (6) months. It is the supplier's responsibility to ensure that the City has a current W-9 on file and is listed in the 1Cloud system.

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D. Protest Procedures

D.1. Purpose and Scope

These protest procedures are promulgated pursuant to the Jacksonville Ordinance Code (the "Jax P-Code"), which authorizes the Jacksonville Procurement Awards Committee (the "JPAC") to prepare and publish rules and regulations governing bid protests. In the event a court of competent jurisdiction declares any provision of these Procurement Protest Procedures to be unconstitutional, invalid, or otherwise unenforceable, then all remaining provisions shall be severable, valid, and enforceable regardless of the invalidity of any other provision.

1. In accordance with theprocedurescontained herein,anyactual or prospective respondent to a City of Jacksonville competitive solicitation, be it person or entity that is adversely affected by a decision or an intended decision concerning a solicitation, solicitation documents, award, or any other process or procedureprescribedinthe Jax P-Codeandwhohasstandingto protestsaid decision or intended decision under Florida Law (the"Protestant"), musttimelyfileawrittenNoticeof Protest seeking to challengethedecision or intended decision.

2. The issue(s) raised, andtheinformation containedintheNoticeofProtestandany supplemental documentation filed mustclearlyidentify and explain thefactualand legal basisfor any relief sought andshall be theonly issue(s) and information the Protestant may present for consideration to the Chief of Procurement or before the JPAC.

D.2. Definitions

For these Protest Procedures, the following definitions are provided:

1. "Competitive solicitation" or "solicitation" shall includewithoutlimitationa formal invitationtobid,competitive sealedbid,multi-stepcompetitive sealedbid,competitive sealed proposal,ora requestforproposalsand/or qualifications.

2. "Posting"meansthenotificationof solicitations, decisionsorintendeddecision,orother mattersrelatingto procurementonacentralizedinternetwebsite,byplacing thesame onthe bulletinboard(s)designatedbythe ProcurementDivisionforthispurpose, orasmay be consistentwith the Jax P-Code.

3. "Non-competitive purchase" means any single source procurement pursuant to the Jax P-Code and Section (4) (H) of the Procurement Operating Manual.

4. "Electronic transfer" islimitedsolelytoemail transmissionsthat appearlegiblyonpaperto the Chief of Procurement.

5. "Final agencyaction"meansafinaldecisionthat results from aproceedinghereunder,and includesactions whichareaffirmative,negative,injunctive,ordeclaratory inform.

6. "Procurement process" has the same meaning as "contract solicitation or award process."

D.3. Timely Notice of Protest

a. Recommendations of Award and/or Bid Rejection.

A Protestant shall have forty eight (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 Procurement Division recommended award of an exceptional purchase or an award or recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a

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bid or proposal; (ii) a contract award; or (iii) the short listing of bidders or proposers.

b. Bid/Proposal Specifications and/or Requirements.

A Protestant shall have ten (10) business days after the posting of a solicitation or forty eight (48) hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or forty eight (48) hours after the posting of an addendum, 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.

c. Computation of Time

Computation of the time limitations or periods contained herein shall be governed by and shall be pursuant to Florida Rule of Civil Procedure l.090(a) Florida Rule of Judicial Administration 2.514. Failure to file a written Notice of Protest within the applicable time limitation or period shall constitute a waiver of any right, remedy, or relief available hereunder.

d. Form and Content of the Notice of Protest

A written Notice of Protest shall: (i) be addressed to the Chief;

(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.4. Request for Extension to File Supplemental Protest Documentation

At the time of filing a timely Notice of Protest hereunder, 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 the same.

D.5. Delivery of Protest

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 at 214 North Hogan Street, 8th floor, 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.

D.6. Stay of Procurement During Protest

The City shall not proceed further with the competitive solicitation of or with the award of the contract until the purchasing agent, after consultation with the head of the using agency, makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the City.

D.7. Authority to Resolve

Upon the receipt of a timely filed written Notice of Protest, the Chief of Procurement

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shall have the authority to settle and resolve the timely filed protest.

1. **Chief of Procurement Decision:** If in working with the protestant, and the respective requirement owner/s (Using Agency), the Chief or his/her designee cannot settle or resolve the Protest, and there was not a mutual agreement made, the Chief shall promptly issue a decision in writing, emailed to the Protestant that states; the reasons for the action taken; and informs the Protestant of its right to an administrative review as provided in the Jax P-Code.

2. Administrative Review Protest: The Protestant shall have forty-eight (48) hours after receiving the written decision via email from the Chief or his/her designee to timely file a protest seeking JPACs administrative review of the originally filed protest. This protest shall follow the same methods of format and delivery previously used for the original protest.

D.8. JPAC Administrative Review Process

Upon receipt of a timely filed protest requesting an administrative review. The Chief or his/her designee shall schedule and provide the aggrieved respondent with notice of the time, date, and place where the administrative review will be heard. Any other actual or prospective respondents, other than the Protestant, who will be directly affected by the resolution of the protest shall also be given notice of the protest hearing, the Notice of Protest, and any supplemental protest documentation shall be made available to them upon a written request for the same.

1. **JPAC Procedures:**Hearings hereunder shall begin with a general statement of the rules and procedures prescribed herein by a representative of the committee, followed by a general statement of the facts by a representative of the Procurement Division. Representatives of the Protestant, limited solely to its owners, officers, employees and/or legal counsel, will then be required to present its case based solely upon the issue(s) and information contained in the Notice of Protest and any timely submitted supplemental protest documentation.

2. All respondents or potential respondents to the intended decision in question, who would be directly affected by the resolution of the protest shall be given an opportunity to be heard and to present information before the committee, which will be followed by a statement and the presentation of information from the Procurement Division and other governmental representatives. The Protestant must establish by the preponderance of the evidence that the protest should be granted based upon the law, facts and information presented. The committee is entitled to ask questions of any party at any time during the hearing.

3. For hearings hereunder, the formal rules of evidence pursuant to the Florida Evidence Code may be relaxed at the sole discretion of the presiding chairperson of the applicable committee. Hearsay evidence may be admissible and used to supplement or explain other evidence.

4. Unless otherwise provided by the Code, the burdenof proof shallrest with the Protestant. The standardofproofforproceedingshereunder shallbe whetheraProcurement Divisionrecommendationorthe decisionorintended decisioninquestionwasclearly erroneous,arbitrary,orcapricious,fraudulent,orotherwise withoutanybasis infactorlaw.In anyprotestproceeding challengingadecisionorintendeddecisiontorejectall bids,proposals,or replies,thestandardofreviewshallbe whetherthe decision orintendeddecisionisillegal, arbitrary, dishonest,orfraudulent.

5. Amajorityvoteofthemembersoftheapplicable committee shallberequiredtogranta protest,hereunder; otherwise,theprotestshallbedenied,and,uponexecution bythemayororhis

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designee,saidvoteand/ordecisionof theJPAC shallbepostedandshall representfinalagency action.

D.9. Independent Agency, Board, or Delegated Authority

If a protest is filed and the solicitation is for the benefit of an independent agency, board, or delegated authority that has its own established procurement procedure and does not use the city's procurement process and/or protest procedures, then the person or entity protesting must follow the protest procedures of that independent agency, board, or delegated authority.

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E. Addenda

E.1. Amendments / Addenda

All addenda will be listed here accordingly. Addenda are issued for clarification of information provided with the above titled project and will become part of the solicitation. If an addendum is issued after a Supplier has already submitted a response to the solicitation, the Supplier will be required to acknowledge the addendum to validate its response again. If this is not done, the submission will be withdrawn and cannot be considered. It is recommended that all suppliers check the system for any addenda they may have missed prior to the electronic submission deadline.

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City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC Award Request: Renewals, Extensions, and Unit Price Increases

Goods and/or Services: Green Infrastructure Prioritization

Requested Action and Justification:

Recommend approval to enter into negotiations with Halff Associates, Inc. as the highest scoring responsive, responsible firm. The results of the negotiations will be presented at JPAC.

Halff Associates, Inc. - 89.33
Terracon Consultants, Inc - 45.90

Supplier:	Halff Associates, Inc	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	10/03/2025

POA #:	N/A	**PO #:**	N/A	**Change Order #:**	N/A
Solicitation #:	RFP-NONCON 17069 25	**Contract #:**	N/A	**Contract ADM #:**	N/A
Term:	Project Completion	**Options:**	N/A	**Options Used:**	N/A

Federally Funded:	Yes	**JSEB Rec:**	Participation
Licenses Verified:	N/A	**JSEB %:**	10
Bonds Required:	No	**Bonds Waived Pursuant To:**	N/A

Fund:	33101	**Center:**	153101	**Acct:**	565030	**Proj:**	011099	**Activity:**	00000000	$
Fund:	32111	**Center:**	153101	**Acct:**	565031	**Proj:**	011099	**Activity:**	00000000	$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ N/A	**Contingent Amt:**	$ 0	**DMP/ODPO Amt:**	$ N/A

Using Agency/BU:	PDOD:OFFICE OF THE DIRECTOR			
Concurrence:	Signed by: Helena Parda 3E8A133516E44AA...	**Title:**	DIRECTOR OF PLANNING AND DEVELOPMENT	11/3/2025
Concurrence:	Corlianese, Anne C8C6F89756B5449...	**Title:**	CHIEF RESILIENCY OFFICER	11/3/2025
Concurrence:		**Title:**		
Concurrence:		**Title:**		

Procurement Analyst/Buyer:	Signed by: Kemp, Benjamin 4CB98DFACE249C...	**Chief of Procurement:**	Signed by: B19F1D517362458...	11/10/2025
Name:	Kemp, Benjamin	**Name:**	Dustin L. Freeman	

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:	3	**Action:**	Approved
Members who disapprove:	0	**Signature:**	Signed by: kelli O'Leary 92A2898FE95E4AC...
Date:	11/14/2025	**Date:**	11/14/2025

Signed by:

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PAF Instructions
Part 1 (using agency)

Form Type: This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action and Justification: Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

Supplier: Enter awarded supplier name**.** If multiple, include in "Requested Action and Justification" box.

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

Bid Opening Date: The date bids were unsealed by Procurement.

POA #: This is your 1Cloud generated Agreement number. Select Type, Enter Number.

PO #: Enter the PO number or agreement release number.

Change Order #: Provide the applicable change order number represented by this request.

Solicitation #: Select Prefix type, Enter Number, and Year.

Contract #: This number should be the same as your POA number (unless procured prior to 2020)

Contract Amendment #: Provide the applicable amendment number represented by this request.

Term: Select the Period of Performance or Term for the initial period.

Options: Period of time for each renewal or option.

Options Used: Prior to this request, enter how many options were already used.

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

Funding Sources: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Account: Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

Using Agency/BU: Select one from the dropdown list.

Concurrence: Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

Title: Title of person electronically signing form.

Attachments: Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards*.

**Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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Award Solicitation: Green Infrastructure Prioritization Framework

Solicitation: **9000 - Non-Construction S**	Response Received: **2**	Invited Suppliers: **177**
Procurement BU: **COJ BU**	Active Response: **2**	Will Participate: **4**
Close Date: **10/3/2025 10:00**	Shortlisted Response: **2**	Responded: **2**
Solicitation Currency: **USD**		

Line Summary

Line	Item	Item Revision	Supplier	Business Relationship	UOM	Estimated Quantity	Estimated Total Amount	Award	Agreement Quantity	Rank	Response Price	Score	Response Minimum Release Amount	Supplier Site	Response	Target Minimum Release Amount	Category Name	Line Type
1 Please Submit $1.00 as price and attach			Hanson Associates, Inc.	Spend Authorized				No		1	1.00	100.00		Orlando/Rental	45450		MC 58 Professional Servic	Goods
1 Please Submit $1.00 as price and attach			Terracon Consultants, Inc	Spend Authorized				No		2	1.00	100.00			45436		MC 58 Professional Servic	Goods

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Award Solicitation: Green Infrastructure Prioritization Framework

Solicitation **RFP - Non-Construction 17069** Procurement BU **COJ BU** Close Date **10/3/2025 10:00** Solicitation Currency **USD**	Responses Received **2** Active Responses **2** Shortlisted Responses **2**	Invited Suppliers **177** Will Participate **4** Responded **2**

Overview

	Halff Associates, Inc. Response: 454032	Terracon Consultants, Inc. Response: 454048
Business Relationship	Spend Authorized	Spend Authorized
Supplier Site	Order/Remit	
Supplier Contact	Hunter, Lauren	McIntyre, Chris
Response Status	Active	Active
Shortlist Status	Included	Included
Response Amount	1.00	1.00
Overall Rank	2	1
Total Award Amount		
Time of Response	10/2/2025 14:42	10/2/2025 14:31
Response Valid Until		
Reference Number		
Note to Buyer		
Attachments	No	No

Requirements (View Scoring Criteria)

Requirement	Target Value	Halff Associates, Inc. Response: 454032	Terracon Consultants, Inc. Response: 454048
Total Score		**89.33**	**45.90**
1. Affirmation (Preliminary Response Stage)			
1. Type name and title of person submitting		a. Acknowledge	a. Acknowledge
Comments		Guillermo Simon, PE, CFM Vice President Advisor, Water Resources and Coastal	Frank Powell, Contract Manager/Point of Contact
2. Type name of company in the comments box		a. Acknowledge	a. Acknowledge
Comments		Halff Associates, Inc.	Terracon Consultants, Inc.
3. No Alterations: Bidder has not altered the original Solicitation Document in any way and further understands that any such alteration of the original solicitation document may result in rejection of the bid.		a. Acknowledge	a. Acknowledge
4. Solicitation Silence: The Solicitation Silence policy is in effect for this solicitation and all communications related to this solicitation must be in writing to the designated procurement representative. Violations of the solicitation silence policy may result in the rejection/disqualification of the submission.		a. Acknowledge	a. Acknowledge
5. Legal authorization and solicitation specific minimum requirements: All bidders must be legally authorized to do business in Duval County and shall comply with all minimum requirements for this bid. Failure to submit evidence for meeting any of these requirements may be grounds for rejection. Vendor shall provide proof of applicable local business licenses and particulars such as specific licensure, experience on similar projects, years of expertise in the area etc.		a. Acknowledge	a. Acknowledge
6. Certification of No Conflict of Interest: Supplier certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Supplier's company. Supplier must complete and submit the attached Conflict of Interest Statement fully detailing any potential conflicts.		a. Contractor certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Contractor's company.	a. Contractor certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Contractor's company.
7. Equal Business Opportunity Program: Pursuant to Part 6 of Chapter 126, Jacksonville Ordinance Code, the City of Jacksonville encourages the utilization and participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. It is the City's intent in adopting this program to reflect the philosophy with regards to enhancing participation of JSEBs in all areas of procurement.		a. Acknowledge	a. Acknowledge
Attachments		Yes	
8. Electronic Signature: I understand this acknowledgment serves as my electronic signature and has the same force and effect as my manual signature.		a. Acknowledge	a. Acknowledge
2. Submittal Statement (Preliminary Response Stage)			
1. Submittal Statement Bidder certifies that this proposal is made in good faith, without collusion or connection withany other entity bidding on this work. Bidder has examined and read all Drawings, Specifications, General and Special Conditions,and other Contract Documents, and all Addenda thereto; and is acquainted with and fullyunderstands the extent and character of the work covered by this Proposal and the specifiedrequirements, for the proposed work. Bidder certifies that no officer or agent of the CITY will directly or indirectly benefit from this bid.Bidder states that this Proposal is made in conformity with the Contract Documents and agreesthat in case of any discrepancy or differences between its Proposal and the Contract Documents,the provisions of the latter shall prevail. Bidder certifies that it has carefully examined the foregoing Proposal after the same wascompleted and has verified every item placed thereon; and agrees to indemnify, defend and saveharmless the CITY against any cost, damage or expense which may be incurred or caused by anyerror in the Bidder's preparation of same. Bidder states that all applicable taxes are included in the unit prices or Lump Sum Bid andacknowledges this project is not exempt from the State or Local Sales or Use taxes, and paymentof such taxes is the responsibility of the Bidder. The undersigned Bidder agrees to keep its bid in effect for 120 calendar days after theBid Opening date to allow the CITY time to award the bid, should it be awarded, and timeto prepare and execute the contract (or issue the purchase order). This time period begins atthe time bids are opened and ends upon the issuance of Notice to Proceed (NTP) by the CITY.The bid prices shall remain in effect throughout the life of the Contract. Failure of the CITY toissue NTP within the specified time period shall allow Bidder to withdraw its Bid andterminate its contract without penalty or forfeiture of Bid Bond. Failure of the CITY to issueNTP within the specified time period shall not entitle Bidder to an adjustment of its Bid prices,unless mutually agreeable by the CITY. Bidder certifies, under penalty of perjury and contract rescission, that it has all required licenses toperform the work required to fulfill the terms of the contract resulting from a successful bid.Furthermore, the Bidder affirms that all subcontractors requiring to be licensed are listed in itsresponse and are properly licensed to perform work on their respective portions of this project.		a. Acknowledge	a. Acknowledge
3. General Requirements (Preliminary Response Stage)			
1. Scope of Services: The Planning Department of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s) or service(s) as outlined in the bid documents provided. See the attachment(s) for additional information. The consultant will develop a decision-making framework and will use this framework to develop a prioritized list of green infrastructure projects to be implemented in the next five years. The process of prioritizing green infrastructure projects will require technical expertise and will rely on public input. The consultant will work with the City to develop an exhaustive list of green infrastructure practices. The framework will consider green roofs, green walls, bioswales, rain gardens, planter boxes, and stormwater wetland ponds. Other types of green infrastructure to be considered include the preservation, enhancement, and restoration of ecologically significant natural areas in urban settings. Restoration and enhancement activities will include the installation of living shorelines. The framework will also consider a variety of ways in which installing native plants can be used to increase resilience and improve habitat for wildlife. The consultant will also provide a list of potentially suitable locations for green infrastructure projects on public lands in Jacksonville, including city rights-of-way, public buildings, and public parks. Projects in rights-of-ways are important for reducing flooding of roadways and adjacent properties. Projects on / near public buildings will help protect critical assets. Additionally, parks are well suited for green infrastructure and are ideal locations for educational programming about the benefits of green infrastructure. To facilitate this task, spatial data on public lands will be provided by the City to the consultant. The City will then work with the consultants to prioritize green infrastructure projects based on criteria such as type of asset (critical functions), benefits, need/risk of flooding, adaptive capacity, public support, and costs (upfront and maintenance). Logistical considerations will be at the forefront of the decision-making framework. Some logistics to consider include site size and the volume of rain expected. Once a solution has been deemed logistically feasible, it will be subjected to scoring criteria for prioritization. First and foremost, scoring criteria will include information on the capacity to prevent coastal hazards, including but not limited to flooding and / or erosion. The scoring criteria will also include the extent to which wildlife habitat is enhanced, potential for water quality improvements, and the mitigation of heat. Other scoring criteria will relate to public support and community benefits, such as improving aesthetics of public spaces as well as additional criteria provided by stakeholders. Community Engagement / Public Outreach and Education The consultant will design infographics and produce materials such as flyers, pamphlets, and social media content. The consultant will provide support for a series of in-person City-lead outreach and public engagement events, not to exceed 20 hours of work. Such support will include the creation of a PowerPoint explaining the draft framework and draft list of prioritized projects. The City will prepare meeting notes from the public engagement events and provide them to the consultant for review. The consultant will be responsible for incorporating public feedback into the prioritization framework. The consultant will be responsible for describing how public engagement was used to inform the prioritization framework in the Final Report.		a. Acknowledge	a. Acknowledge
2. Specifications: Provide all items or services as identified on each line or identified below in accordance with all other Terms and Conditions specified herein. See the attachment(s) for additional information.The contract will be for 16 months with one (1), one (1) year renewal option <u>Tasks and deliverables</u> 1) Develop high-quality educational materials for outreach and engagement a. Deliverable: Materials including flyers and pamphlets with information about green infrastructure and the initiative to prioritize projects. b. Deliverable: Social media content with information about green infrastructure and the initiative to prioritize projects. c. Timeline: 3 months after NTP is issued. 2) Develop initial prioritization framework and draft list of prioritized projects a. Deliverable: Comprehensive lists of potential green infrastructure types and locations for green infrastructure in Jacksonville. b. Deliverable: A list of all potential criteria for determining site suitability for green infrastructure and for prioritizing potential projects. c. Deliverable: Draft framework for prioritizing green infrastructure practices. d. Deliverable: Draft list of high-priority green infrastructure projects. e. Timeline: 9 months after NTP is issued. 3) Facilitate city-led community engagement activities and outreach events a. Deliverable: PowerPoint presentation with information on green infrastructure prioritization to date – i.e., draft framework and priority projects. b. Timeline: 10 months after NTP is issued. 4) Incorporate feedback from outreach and engagement into framework a. Deliverable: Revised framework based on feedback from public engagement. b. Timeline: 12 months after NTP is issued. 5) Incorporate feedback from City staff to finalize framework and project list. a. Deliverable: Final decision-making framework. b. Deliverable: Final list of prioritized green infrastructure projects for implementation. c. Timeline: 14 months after NTP is issued. 6) Write Final Report a. Deliverable: Final Report that describes the technical process of developing the framework as well as the community engagement process. b. Timeline: 16 months after NTP is issued.		a. Acknowledge	a. Acknowledge
3. Bidders should submit or comply with the following requirements. Failure to submit any of these requirements may be grounds for rejection. a. Supplier shall provide proof of applicable local business license if located within Duval County b. Supplier must have previous experience with green infrastructure projects c. Supplier must provide contact information of a reference to previous green infrastructure projects		a. Acknowledge	a. Acknowledge
4. To maintain comparability and facilitate the evaluation process, Responses shall be organized in the manner set forth below. Tab delineations for each of the sections would be helpful. The formal response to the RFP - Non-Construction. Each proposer will clearly indicate within the Cover Letter that your response is for the RFP. The RFP shall contain no more than thirty (30) single-sided, 1.5-spaced, 8½" by 11" pages, excluding appendices. The font style shall be Arial with a minimum font size of 11 points. The title page and a single-page cover letter will not be counted as part of the 30-page limit. A cover letter in excess of one page and any other information submitted beyond that noted in the requirements will be counted as part of the 30-page limit. Any RFP exceeding these format guidelines will be rejected without being considered by the City. Provide proof of insurance, bonding capacity, and licensing. Copies of these documents may be included as appendices and will not be counted against the 30-page limit. 1) Title Page: Include <u>only</u> RFP Title, RFP Number, Contractor's full name, address, phone number. 2) Cover Letter: Include <u>only</u> the following: Date of Letter. RFP Title and Number Bidder's full name, address and phone number. Names of the persons who will be authorized to make representations for the Bidder, their titles, addresses (including email address) and telephone numbers. Bidder's Federal Employer ID Number. Acknowledgement that (i) the Response is based on the terms set forth in the RFQ and all amendments thereto posted on City's website as of the date of the Response, and (ii) the Bidder will be responsible for monitoring City'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. 3) Required Forms. Attach all forms identified in requirements section. Examples of forms that may be required include: Business References. (if requested) Equal Business Opportunity Program Forms (if requested). Proposal Bond (if requested) Insurance Agent Acknowledgment (if requested) 4) Proof of Minimum Requirements. Responses will be accepted ONLY from companies meeting the minimum requirements in section of the RFP. Bidders must provide clear documentation that they meet the minimum requirements. **5)** Statement of Qualifications. This portion of the Response will be used to provide the information City needs to evaluate how well the Contractor meets the criteria listed in the Evaluation Criteria. <u>Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Response as non-responsive</u>. Please divide this portion of the Response into subsections that correspond to each of the listed criteria. **Attach Overall Proposal Document Here, Use the following naming convention: Supplier_Name Overall Proposal Document.**		a. Acknowledge	a. Acknowledge
Attachments		Yes	Yes
5. Federal Funding: Complete and return all federal funding attachments. **Attach Federal Funding Forms here. Use the following naming convention: Supplier_Name Federal Funding Forms.**		a. Acknowledge	a. Acknowledge
Attachments		Yes	Yes
4. RFP Non-Construction Requirements (Preliminary Response			
1. **1. Introduction** The City of Jacksonville ("Buyer") intends to hire an individual or firm ("Contractor") to provide the services described in this Request for Proposal ("RFP"). 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. **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 in writing (via the 1Cloud Procurement System) and, unless otherwise specified in the RFP, be received by the Purchasing Analyst (Analyst) at least ten (10) calendar days before the Response Due Date. Questions and requests for amendments directed to the Analyst 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. Buyer reserves the right to request or obtain additional information about any and all Statement of Qualifications submitted in response to RFP. They may also issue addenda to this RFP which will be sent to each Supplier who received this RFP. 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 Analyst 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. **3. 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		a. Acknowledge	a. Acknowledge

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2.	**Revisions to the Solicitation** The following sections are hereby removed from the *Terms and Conditions*. Please disregard these sections in their entirety. C.10 Delivery C.12 Discounts C.29 "Or Equal" Interpretation C.30 Performance Bond C.31 Pickup and Returns C. 31 Prices		a. Acknowledge	a. Acknowledge
5.	**Indemnification and Insurance Requirements (Preliminary Re**			
1.	RFP Indemnification and Insurance Requirements.		a. Acknowledge	a. Acknowledge
6.	**Price Sheet (Preliminary Response Stage)**			
1.	Price Sheet: Please download the attached spreadsheet to enter prices and upload back. Please do not make any changes to the item descriptions or quantities indicated. See the attachment(s) for additional information.		a. Acknowledge	a. Acknowledge
	Attachments		Yes	Yes
7.	**Sample Services Contract (Preliminary Response Stage)**			
1.	Please review and acknowledge the attached sample Professional Services Contract.		a. Acknowledge	a. Acknowledge
8.	**Evaluation Criteria - Preliminary Response Stage (Prelimina**			
	Score		**89.33**	**45.90**
1.	**Competence: (20 Points)** Experience with green infrastructure projects is critical, experience with the prioritization of Green Infrastructure projects is preferred. 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. **(20 points maximum score)**		a. Acknowledge	a. Acknowledge
	Score		19.33	13.67
2.	**Recent, Current, and Projected Workload: (15 Points)** It is essential that work begin immediately upon execution of the contract. The consultant should describe their current work load and their ability to complete this project in a timely manner. 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 **(15 points maximum score)**		a. Acknowledge	a. Acknowledge
	Score		14.67	3.00
3.	**Familiarity With Jacksonville Geography: (5 Points)** Working on the green infrastructure prioritization framework will necessitate in-person meetings with City staff, and stakeholders; therefore, proximity to Jacksonville is preferred. Familiarity and connections with various neighborhood organizations and / or Homeowners Associations is preferred. Jacksonville is the largest city in the contiguous United States. Jacksonville has various development types with very different characteristics. The consultant should demonstrate their knowledge of Jacksonville, especially its geography and distribution of forested areas. **(5 points maximum score)**		a. Acknowledge	a. Acknowledge
	Score		5.00	1.67
4.	**Familiarity with Jacksonville's Guiding Documents (20 Points)** Familiarity with Jacksonville's guiding documents will ensure that the prioritization framework complements existing priorities, policies, and practices. The consultant must demonstrate their familiarity with guiding documents, including but not limited to the City of Jacksonville's Vulnerability Assessment, Resilient Jacksonville Strategy, and Local Mitigation Strategy		a. Acknowledge	a. Acknowledge
	Score		19.33	1.00
5.	**Writing and Editorial Skills/ Ability to Develop High Quality Graphics (15 Points)** Clear and concise communication of information is mission critical. The consultant must demonstrate excellent writing and editorial skills, as is the ability to produce high quality; publications shall be submitted to document expertise. Expertise in compliance with inclusive and accessible formatting for documents is required. ADA compliant documents should be submitted as evidence		a. Acknowledge	a. Acknowledge
	Score		14.33	6.67
6.	(The contractor submitting the lowest cost to the City shall receive the maximum number of points for cost, 20 points. Each sub sequentially higher cost shall be divided into the lowest cost received and the products score % will be multiplied by the maximum points available to render the points.) Score = (Lowest Bid/The Bid) X 20)		a. Acknowledge	a. Acknowledge
	Score		16.67	19.90
9.	**Evaluation Criteria - Presentation Stage (Presentation Stage**			
	Score		**0.00**	**0.00**
1.	**ORAL INTERVIEWS/PRESENTATIONS (If deemed necessary by the requesting agency) 30 Point Value** The Oral Interviews will have an additional value of thirty (30) points which will be added to the Preliminary Response Score. The three top ranked proposers from the Preliminary Response Scoring Process will be provided the criteria and scheduling information for the Oral Interviews. Final Ranking of the top three firms will be based upon the combination of scores combined from the Preliminary Response Scoring and the Evaluation of the Oral Interviews. Overall presentation regarding qualifications (10-pts), Approach to and schedule for the project (10-pts), Project organization and ability to deliver the best solution (10-pts).		a. Acknowledge	a. Acknowledge
	Score		0.00	0.00

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Award Solicitation: Green Infrastructure Prioritization Framework

Solicitation	**RFP - Non-Construction 1706**	Responses Received	**2**	Invited Suppliers	**177**
Procurement BU	**COJ BU**	Active Responses	**2**	Will Participate	**4**
Close Date	**10/3/2025 10:00**	Shortlisted Responses	**2**	Responded	**2**
Solicitation Currency	**USD**				

Lines

Number of Awarded Lines **0**
Number of Awarded Suppliers **0**
Total Award Amount

1 Please Submit $1.00 as price and attach Price sheet in designated Requirements tab

Line Type	**Dollars**	Start Price		Award Amount	
Category Name	**962.58 Professional Services (Not Otherwise**	Current Price		Savings	
		Estimated Total Amount		Savings	

	Target Value	Halff Associates, Inc. Response: 454032	Terracon Consultants, Inc. Response: 454048
Business Relationship		Spend Authorized	Spend Authorized
Supplier Site		Order/Remit	
Response Status		Active	Active
Shortlist Status		Included	Included
Rank		2	1
Line Pricing			
Response Price		1.00	1.00
Unit Price Savings			
Unit Price Savings Percent			
Award Decision			
Award		No	No
Award Amount			
Note to Buyer			
Attachments		No	No

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Award Solicitation: Green Infrastructure Prioritization Framework

Solicitation **RFP - Non-Construction 1706**	Responses Received **2**	Invited Suppliers **177**
Procurement BU **COJ BU**	Active Responses **2**	Will Participate **4**
Close Date **10/3/2025 10:00**	Shortlisted Responses **2**	Responded **2**
Solicitation Currency **USD**		

Requirements Scoring

Requirements

Requirement	Acceptable Values	Score	Maximum Score
8. Evaluation Criteria - Preliminary Response Stage (Preliminary Response			**95**
1. **Competence: (20 Points)** Experience with green infrastructure projects is critical, experience with the prioritization of Green Infrastructure projects is preferred. 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. **(20 points maximum score)**	a. Acknowledge		20
2. **Recent, Current, and Projected Workload: (15 Points)** It is essential that work begin immediately upon execution of the contract. The consultant should describe their current work load and their ability to complete this project in a timely manner. 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 **(15 points maximum score)**	a. Acknowledge		15
3. **Familiarity With Jacksonville Geography: (5 Points)** Working on the green infrastructure prioritization framework will necessitate in-person meetings with City staff, and stakeholders; therefore, proximity to Jacksonville is preferred. Familiarity and connections with various neighborhood organizations and / or Homeowners Associations is preferred. Jacksonville is the largest city in the contiguous United States. Jacksonville has various development types with very different characteristics. The consultant should demonstrate their knowledge of Jacksonville, especially its geography and distribution of forested areas. **(5 points maximum score)**	a. Acknowledge		5
4. **Familiarity with Jacksonville's Guiding Documents (20 Points)** Familiarity with Jacksonville's guiding documents will ensure that the prioritization framework complements existing priorities, policies, and practices. The consultant must demonstrate their familiarity with guiding documents, including but not limited to the City of Jacksonville's Vulnerability Assessment, Resilient Jacksonville Strategy, and Local Mitigation Strategy **(20 points maximum score)**	a. Acknowledge		20
5. **Writing and Editorial Skills/ Ability to Develop High Quality Graphics (15 Points)** Clear and concise communication of information is mission critical. The consultant must demonstrate excellent writing and editorial skills, as is the ability to produce high quality; publications shall be submitted to document expertise. Expertise in compliance with inclusive and accessible formatting for documents is required. ADA compliant documents should be submitted as evidence **(15 points maximum score)**	a. Acknowledge		15
6. (The contractor submitting the lowest cost to the City shall receive the maximum number of points for cost, 20 points. Each sub sequentially higher cost shall be divided into the lowest cost received and the products score % will be multiplied by the maximum points available to render the points.) Score = (Lowest Bid/The Bid) X 20)	a. Acknowledge		20
9. Evaluation Criteria - Presentation Stage (Presentation Stage)			**30**
1. **ORAL INTERVIEWS/PRESENTATIONS (If deemed necessary by the requesting agency) 30 Point Value** The Oral Interviews will have an additional value of thirty (30) points which will be added to the Preliminary Response Score. The three top ranked proposers from the Preliminary Response Scoring Process will be provided the criteria and scheduling information for the Oral Interviews. Final Ranking of the top three firms will be based upon the combination of scores combined from the Preliminary Response Scoring and the Evaluation of the Oral Interviews. Overall presentation regarding qualifications (10-pts), Approach to and schedule for the project (10-pts), Project organization and ability to deliver the best solution (10-pts).	a. Acknowledge		30

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