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City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC 126.204 (a) New Award, Renewals, Waive Technical Defects, Price Increases, NTE Increases.

Goods and/or Services: Concrete Driveway Replacement for Fire Station #43

Requested Action and Justification:

Recommend approval to reject the lowest bidder, Diversified Drainage Concepts, Inc., for not holding the required qualification for Horizontal Construction as specified in the solicitation documents.

Recommend approval of award to EltonAlan, Inc., as the lowest responsive, responsible bidder for the referenced project in the amount of $152,794.11. 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:	EltonAlan, Inc	**Basis of Award:**	LPTA	**BID Opening Date:**	02/12/2026

POA #:	TBD	**PO #:**	TBD	**Change Order #:**	N/A
Solicitation #:	CB 17489 26	**Contract #:**	TBD	**Contract ADM #:**	N/A
Term:	Project Completion	**Options:**	N/A	**Options Used:**	N/A

Federally Funded:	No	**JSEB Rec:**	Participation
Licenses Verified:	Yes	**JSEB %:**	20
Bonds Required:	Yes	**Bonds Waived Pursuant To:**	N/A

Fund:	32124	**Center:**	153103	**Acct:**	565051	**Proj:**	010412	**Activity:**	0000000000	$ 152,794.11
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 152,794.11	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	PWEN:ENGINEERING AND CONSTRUCTION MANAGEMENT			
Concurrence:	Signed by: Carter, Scott 7D991F9ADFC947E...	**Title:**	CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT	3/9/2026
Concurrence:	1EFA223D5D23487...	**Title:**	DIRECTOR OF PUBLIC WORKS	3/11/2026
Concurrence:		**Title:**		
Concurrence:		**Title:**		

Initial DT
Initial DT

Procurement Analyst/Buyer:	Signed by: Kemp, Benjamin 4C8860FACE2449C...	**Chief of Procurement:**	Signed by: B10F1D517352456... 3/24/2026
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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APPROVED

Daniel VanSickle, P.E.

Digitally signed by Daniel VanSickle, P.E.
DN: C=US, E=vansickle@coj.net, CN="Daniel VanSickle, P.E."
Date: 2026.03.06 09:23:25-05'00'

Project Name: JFRD Fire Station Apron & Driveway Repairs - Fire Station #43
Bidder/Supplier Name:
Solicitation Number:
Solication Open Date:

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total Price
1	Mobilization, Includes One (1) Project Sign	LS	1	$ 10,956.00	$ 10,956.00
2	Site Preparation	LS	1	$ 2,855.00	$ 2,855.00
3	Maintenance of Traffic	LS	1	$ 2,855.00	$ 2,855.00
4	Erosion Control and Pollution Abatement	LS	1	$ 1,392.00	$ 1,392.00
5	Regular Excavation & Fill	LS	1	$ 7,612.00	$ 7,612.00
6	Overexcavation (Contingency)	CY	50	$ 25.64	$ 1,282.00
7	Hauling & Disposal of Unsuitable Material (Contingency)	CY	50	$ 28.94	$ 1,447.00
8	A-3 Sand Backfill (Contingency)	CY	50	$ 19.04	$ 952.00
9	Dewatering (Contingency)	LS	1	$ 2,052.00	$ 2,052.00
10	Heavy-Duty Concrete	SY	164	$ 95.36	$ 15,639.04
11	Super-Duty Concrete	SY	90	$ 219.07	$ 19,716.30
12	10" Monolithic Concrete Pad with Turndown Footer	SY	178	$ 195.53	$ 34,804.34
13	Concrete Sidewalk/Driveway, 6"	SY	17	$ 127.65	$ 2,170.05
14	City Standard Drop Curb, COJ Plate P-301	LF	54	$ 65.32	$ 3,527.28
15	City Standard Curbing for Concrete Flumes	LF	39	$ 45.21	$ 1,763.19
16	Asphalt Repair, 1.5", SP-12.5	TN	4	$ 1,871.50	$ 7,486.00
17	Ditch Bottom Inlet - Type C with Slot	EA	1	$ 2,872.00	$ 2,872.00
18	12"x18" Elliptical RCP with Crushcrete Fill	LF	74	$ 120.86	$ 8,943.64
19	12"x18" COJ Standard MES	EA	2	$ 1,250.00	$ 2,500.00
20	Object Marker, Type 2	EA	3	$ 91.00	$ 273.00
21	Concrete Block Retaining Wall, < 2' High	LF	47	$ 191.39	$ 8,995.33
22	Gravel, #57 Stone	CY	2	$ 1,156.50	$ 2,313.00
23	Geotextile for Gravel Infiltration Area	SY	30	$ 25.04	$ 751.20
24	Sodding, COJ Spec. 145	SY	305	$ 12.30	$ 3,751.50
25	6"x6" Wooden Bollards	EA	2	$ 328.00	$ 656.00
26	4" Electrical Conduit Sleeve, 33' with End Caps	EA	2	$ 353.50	$ 707.00
27	2" Schedule 40 PVC Sanitary Pipe	LF	33	$ 45.28	$ 1,494.24
28	2" Schedule 40 PVC Fittings	EA	4	$ 152.00	$ 608.00
29	As-Builts	LS	1	$ 2,420.00	$ 2,420.00
	TOTAL BASE BID (Items 1-29)				$ 152,794.11

Unless stated otherwise by the City, all bid prices should include the furnishing and installing of materials.

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CITY OF JACKSONVILLE, FLORIDA

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, EltonAlan, Inc. as Principal and The Ohio Casualty Insurance Company as Surety, are hereby held and firmly bound unto the City of Jacksonville, Florida, in the sum of Five Percent of Amount BID dollars ($5% of BID) as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The Conditions of the above obligation are such that whereas the Principal has submitted to the City of Jacksonville, Florida, a certain Proposal attached hereto and hereby made part hereof, to enter into a Contract Agreement in writing, for construction of Fire Station 43.

NOW THEREFORE,

(a) If said Proposal shall be rejected or withdrawn as provided in the Instructions to Bidders attached hereto or, in the alternative,

(b) If said Proposal shall be accepted and the Principal shall sign and deliver a formal contract document in the form of the Contract Agreement attached hereto (properly completed in accordance with said Proposal) and shall furnish the specified Bonds required by Section 12 of the Contract Documents in the amount equal to one hundred percent (100%) of the base bid within ten (10) consecutive days after the receipt of said contract,

thence this obligation shall be void, otherwise, it shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder

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in no event shall exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which such Proposal may be accepted, and said Surety does hereby waive notice of any such extension.

The sum herein stated shall be due and payable to the City of Jacksonville, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of said City of Jacksonville, Florida in good and lawful money of United States of America; as liquidated damages for failure thereof of said "Principal".

IN WITNESS WHEREOF, the said EltonAlan, Inc., as "Principal" herein, has caused these presents to be signed in its name by its President and attested by its Witness under its corporate seal, and the said * as "Surety" herein, has caused these presents to be signed in its name by its Attorney in Fact and attested by its Witness under its corporate seal, this 10th day of February A.D., 2026.

* The Ohio Casualty Insurance Company

EltonAlan, Inc. (SEAL)

AS PRINCIPAL

ATTEST:

Mike Holcomb

Its Witness

Rachel Lewis

Its President

Signed, Sealed and Delivered

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in the presence of:

_____

_Witness_____

By_____
AS SURETY

The Ohio Casualty Insurance Company

Seal No. 8991

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Liberty Mutual. SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214253 - 989719**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lee R. Stevens, Nicholas J. Stevens

all of the city of Denton state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of June, 2025.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of June, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of February, 2026.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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CONFLICT OF INTEREST CERTIFICATE

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

SECTION I

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

Rachel Lewis
Signature

EltonAlan Incorporated
Company Name

Rachel Lewis
Name of Official (type or print)

4463 Harbour North Ct
Business Address

Jacksonville, FL 32225
City, State, Zip Code

SECTION II

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

Name	Title of Position	Date of Filing

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.110 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official _____

Position Held _____

Position or Relationship with Bidder _____

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Subcontractors and Shop Fabricators

1. For all bids, the Bidder expressly agrees that:

   a. In accordance with bid requirements, bidder hereby furnishes the names, addresses and the scopes of work to be performed by the following listed subcontractors, who currently possess the qualifications required pursuant to Chapter 342, Jacksonville Ordinance Code and/or Chapter 489, Florida Statutes, for their respective scope(s) of work (compliance with this section requires that Bidders furnish, at a minimum, the names and addresses of their site utilities, mechanical, electrical, plumbing and roofing subcontractors – attach additional sheets if necessary).

SCHEDULE OF LICENSED SUBCONTRACTORS

SCOPE OF WORK	NAME OF SUBCONTRACTOR	ADDRESS
	TBD	

* To the extent applicable, bidders are required to indicate, as part of completing the above schedule, all scopes of work that they intend to self-perform and to provide their license numbers to evidence that they currently hold the required certifications, qualifications, or licensing necessary to self-perform the same (see § 489.131, Florida Statutes).

   b. In accordance with bid requirements, bidder hereby furnishes the names, addresses and the scopes of work to be performed by the following listed subcontractors and/or shop fabricators, that are NOT required to be certified, qualified, or licensed in accordance with chapter 342, Jacksonville Ordinance Code and/or Chapter 489, Florida Statutes, for their respective scope(s) of work which shall: (i) list ALL subcontractors and shop fabricators for each of their respective scope(s) of work; and (ii) certify that each listed subcontractor and shop fabricator is financially responsible, properly licensed and insured, experienced and qualified to perform their respective scope(s) of work necessary to construct the project in question in a good and workmanlike manner. (Attach additional sheets if necessary)

SCHEDULE OF All SUBCONTRACTORS & SHOP FABRICATORS

SCOPE OF WORK	NAME OF SUBCONTRACTOR AND/OR SHOP FABRICATOR	ADDRESS
	TBD	

2. In accordance with bid requirements, bidder hereby furnishes the following schedule of Major Items of Equipment to be furnished and installed. (Attach additional sheets if necessary)

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SCHEDULE OF MAJOR ITEMS OF EQUIPMENT

ITEM	DESRIPTION	MANUFACTURER

3. APPENDIX E – TRENCH SAFETY ACT

   a. If this project involves trench excavations which will exceed a depth of five (5) feet, pursuant to Chapter 90-96, Laws of Florida, which adopted The Occupational Safety and Health Administration's Excavation Safety Standards, 29 C.F.R. s. 1926.650, Subpart P, the requirements of the Florida Trench Safety Act will be in effect and the Bidder hereby certifies that such Act will be complied with during the construction of this project.

   b. Bidder acknowledges that included in the various items of the proposal and in the total bid price are costs for complying with the Florida Trench Safety Act. The Bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF,SY)	Quantity	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					
E.					
				TOTAL	

4. CONFINED SPACE ENTRY

   a. If this project involves man entry into confined spaces as defined in the Occupational Safety and Health Administration's Safety Standards, 29 C.F.R. 1910.146, 1926.21 and all other applicable parts, the requirements of the Safety Standard will be in effect and the Bidder hereby certifies that such Standard will be complied with during the construction of this project.

   b. The Bidder acknowledges that included in the various items of the proposal and in the total bid price are costs for complying with the Occupational Safety and Health Administration's Safety Standards for Confined Space Entry. The Bidder further identifies the costs to be summarized below:

	Entry Measure (Description)	Units of Measure (Each)	Quantity	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					
E.					
				TOTAL	

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Failure to complete the above may result in the bid being declared non-responsive.

5. DISQUALIFIED / PROBATIONARY / CONVICTED / SUSPENDED VENDORS

    a. All subcontractors and/or shop fabricators listed under the above sections shall not be on the City's Disqualified/Probationary Vendor's List or the State of Florida's Convicted and/or Suspended Vendors list. In this event, the subcontractor and/or shop fabricator will not be eligible to provide the services or materials for this project. The Contractor will absorb any additional cost incurred for having to select a different subcontractor and/or shop fabricator.

6. USE AND REPLACEMENT OF MAJOR SUBCONTRACTORS AND SHOP FABRICATORS

    a. The successful bidder shall employ the Subcontractors and shop fabricators specified in its bid for the class of work designated. Modification in any way whatsoever, without the written consent of the City of Jacksonville, will not be permitted.

    b. Consent by the City will be given only in those instances where the bidder presents written evidence that use of the listed Subcontractor or shop fabricator will not be in the best interests of the City.

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Full and Fair Consideration of Ex-Offenders For Awarded Contractor Direct Hiring
Revised April 2021

1. POLICY

It is the policy of the City of Jacksonville that the rehabilitation of ex-offenders is an essential component in a community fight against criminal activity; the hiring of ex-offenders into fair paying jobs helps restore the economic stability of ex-offenders, perpetuates their rehabilitation, reduces recidivism and contributes to a community crime free environment; providing consideration and opportunities to ex-offenders with companies doing business with the City of Jacksonville can be accomplished without compromising the security of the businesses, or the City and its citizens, and without unnecessarily depriving others of opportunities; and that the City of Jacksonville should take a leading role in the rehabilitation of ex-offenders, and has done so through the City's third-party service provider ex-offender re-entry programs that provide job training and/or job placement services to Ex-Offenders.

2. DEFINITIONS

For the purpose of this Section, the following definitions apply:

(1) *City Ex-Offender Program Providers* shall collectively mean the Jacksonville Sheriff's Office Jacksonville Re-Entry Center and any entity under contract with the City to provide job training and/or job placement services to Ex-Offenders.

(2) *Contractor* for purposes of this Section only shall mean a person or entity awarded a City contract in the amount of $200,000 or greater.

(3) *Ex-Offender* means a person who has pled guilty, no contest or nolo contendere to a felony offense; or has been found guilty of a felony offense by a judge or jury; regardless of adjudication of guilt.

(4) *Ex-Offender Program Provider* shall mean the Jacksonville Sheriff's Office Jacksonville Re- Entry Center, any entity under contract with the City to provide job training and/or job placement services to Ex-Offenders, or any other entity that specializes in job training and/or job placement services for Ex-Offenders.

3. CONSIDERATION FOR AWARD

No contract for construction, remediation or capital improvement in an amount of $200,000 or greater shall be awarded unless the responding bidder agrees in writing, by submission of its bid, including FORM 4A, to fully comply with Section 4 requirements as outlined herein. **Failure to submit the referenced FORM 4A at the time of bid submission may be grounds for determining a bid submission as non-responsive bid(s). The City reserves the right to reject any/all bids. A contractor complies with this section by indicating its intent on FORM 4A to provide full and fair consideration for ex-offenders who seek employment. A contractor is not required to actually employ an ex-offender at the time it bids for or is awarded a contract, subject to this policy.**

4. COMPLIANCE WITH THIS SECTION

Each awarded contractor will be required to report on its compliance with this section via a notarized Compliance Report to be submitted by the Contractor at the time of submission of progress payments.
And shall include the following information:

(i) The number of Ex-Offenders hired and currently working, or an explanation as to why no Ex-

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Offenders have been hired;

(ii) The number of Ex-Offenders interviewed for employment under the project;

(iii) An explanation as to why any Ex-Offender who applied for employment was refused employment;

(iv) Whether the Contractor maintains an employment policy that Ex-Offenders will be given full and fair consideration in employment;

(v) Whether the Contractor indicates on recruitment literature that Ex-Offenders will be given full and fair consideration in employment by the Contractor;

(vi) Whether a job opening under the project was available during the reporting period; and

(vii) Statement from the Contractor that the Contractor has contacted an Ex-Offender Program Provider no later than 30 days after the issuance of a notice to proceed under the project to obtain information regarding available Ex-Offenders for employment.

Additionally, each awarded Contractor must agree to do the following during the contracted period:

(1) Identify potential job opportunities under the project that may be available for Ex-Offenders after contract award;

(2) Consider for job placement after contract award at least one otherwise qualified Ex-Offender, to the extent a job opportunity is available under the project and an otherwise qualified Ex• Offender has applied for such job;

(3) Assist the City in addressing the goal of securing employment for Ex-Offenders by complying with the City's Procurement Rules Regarding Ex-Offenders, as may be amended.

Nothing in this Section 4.4 creates any cause of action by an individual or ex-offender against the City or the contractor for failure to hire. Nothing in this Section 4.4 requires a contractor to retain an ex-offender in employment for any definite length of time. However, a contractor should give consideration to ex-offenders pursuant to this section for replacement of personnel and or additional personnel.

5. NON-COMPLIANCE

If an awarded contractor fails to comply with the requirement of this section, the City may withhold payment due under the contract until the awarded contractor complies with Section 4.4. Upon determination by the City that an awarded contractor is not in compliance with this section, the awarded contractor will receive written notice of such non-compliance, and the awarded contractor will be required to reply to the Notice of Non-Compliance within ten (10) days. The written response must include the required documentation to show full compliance as specified in Section 4.4 herein. **Failure to comply with the section 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 bond(s) and disciplinary action, including contractor debarment, in accordance with Chapter 126, specifically Section 126.201(1). In the event a dispute arises as to whether the contractor has complied with Section 4.4, the Contract Administration Section of the Public Works Department shall engage the Office of the Ombudsman of the Finance and Administration Department to rule whether the contractor has complied. Such determination shall be made within (30) days from receipt by the Office of the Ombudsman. During the period of any contest or dispute, the contractor shall otherwise continue to perform under the contract.**

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FORM A — Acknowledgement/Commitment Form
Full and Fair Consideration of Ex-Offenders For
Awarded Contractor Direct Hiring

The bidder agrees to cooperate with the City of Jacksonville in addressing the goal of increasing public safety, reducing recidivism and securing employment for ex-offenders by affixing its signature below and by submission of a bid response. The bidder need not actually employ an ex-offender at the time of submitting its bid, but agrees to comply with Section 4 if awarded the contract. **Failure to submit signed FORM 4A at the time of bid submission may be grounds for determining a bid submission as "non-responsive," resulting in rejection of non-responsive bid(s). The City reserves the right to reject any/all bids.**

Bidder, by signing below, agrees to fully comply with Section 4 of the Bid Specification and do the following during the contract award term:

(1) Identify potential job opportunities under the project that may be available for Ex-Offenders after contract award;

(2) Consider for job placement after contract award at least one otherwise qualified Ex-Offender, to the extent a job opportunity is available under the project and an otherwise qualified Ex• Offender has applied for such job;

(3) Execute a notarized compliance tally report ("Compliance Report") at the time of submission of progress payment(s) on such Contractor's employment practices and experience during the project with respect to the hiring of Ex-Offenders that includes the following information: (i) the number of Ex-Offenders hired and currently working, or an explanation as to why no Ex-Offenders have been hired; (ii) the number of Ex-Offenders interviewed for employment under the project; (iii) an explanation as to why any Ex-Offender who applied for employment was refused employment; (iv) whether the Contractor maintains an employment policy that Ex-Offenders will be given full and fair consideration in employment; (v) whether the Contractor indicates on recruitment literature that Ex-Offenders will be given full and fair consideration in employment by the Contractor; (vi) whether a job opening under the project was available during the reporting period; and (vii) a statement from the Contractor that the Contractor has contacted an Ex-Offender Program Provider no later than 30 days after the issuance of a notice to proceed under the project to obtain information regarding available Ex-Offenders for employment; and

(4) Assist the City in addressing the goal of securing employment for Ex-Offenders by complying with the City's Procurement Rules Regarding Ex-Offenders, as may be amended.

After the award of contracts, failure of the awarded contractor to comply with this policy on providing full and fair consideration to ex-offenders for employment may result in the City exercising its remedies under Section 4.5.

EltonAlan Incorporated
Name of Bidder

17489-26 Fire Station 43
Project Name and Bid Number

Rachel Lewis
Authorized Signature and Title

Rachel Lewis
Printed Name

02/12/2026
Date

Docusign Envelope ID: B97979FA-171F-448F-AF8C-D6BABC002E95

Compliance Report
Full and Fair Consideration of Ex-Offenders for Awarded Contractor
Submitted with Progress Payments
This form must be notarized

Date:

Project Name & Bid No.

Invoice Number:

Payment Application Number:

Name of Contractor:

Authorized Signature and

Title: Printed Name:

Please review the following and respond accordingly, if applicable.

By Submission of this report, it is attested that the efforts below have been utilized in providing full and fair consideration to ex-offenders in the hiring practices of the above-named contractor in support of and in compliance with Section 4 of the project specifications/contract.	
1. Total number of Ex-Offenders hired and working on this project, during this pay period:	
a. If no Ex-Offenders were hired for this project, during this pay period, why?	
b. Is there a list or attachment of all ID numbers for the Ex-Offender hired for this project during this pay period?	Yes / No (circle one)
2. Total number of Ex-Offenders that were interviewed for employment for this project, during this pay period:	
a. Total number of Ex-Offenders that applied for employment for this project, during this pay period:	
3. Total number of Ex-Offenders that applied for employment for this project, during this pay period, and were refused employment:	
a. If the Ex-Offender was refused employment, why?	
4. Employment policy exists for this project, and during this pay period, stating that ex-offenders will be given full and fair consideration in employment this pay period?	Yes / No (circle one)
5. During this pay period, there is indication in recruitment literature that Ex-Offenders will be given full and fair consideration in employment by the contractor?	
6. Total number of employment openings for this project, during this pay period:	
7. An Ex-Offender Program Provider was contacted no later than **30 days** after the issuance of a notice to proceed under the project to obtain information regarding available Ex-Offenders for employment. ***List the providers name and give a statement below. (this is mandatory)***	Yes / No (circle one)

Docusign Envelope ID: B97979FA-171F-448F-AF8C-D6BABC002E95

Compliance Report
Full and Fair Consideration of Ex-Offenders for Awarded Contractor
Submitted with Progress Payments
This form must be notarized

If necessary, on a separate attachment, provide an explanation as to why no ex-offenders have been hired, including but not limited to, identifying any safety or security considerations, issues related to bonding or insurance, as applicable, whether any ex-offenders applied for employment, efforts made to recruit ex-offenders for employment and any specific impediments encountered that prevented ex-offenders from being hired.

Sworn to before me this_____day of_____, 20___ by
_____
(Name of affiant)

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

Signature of Notary _____

_____ _____
Notary's Printed Name **Expiration of Notary's Commission**

Affix Seal Here:

Docusign Envelope ID: B97EF3FA-17FF-44BF-AF9C-D8BA9C3E2E95

Award Solicitation: Fire Station 43 Concrete Driveway Replacement

Solicitation: **Construction Bid 1700-19** Procurement BU: **CSU Bid** Response Due: **05/28/19 10:00** Solicitation Currency: **USD**	Responses Received: **7** Active Responses: **7** Shortlisted Responses: **7**	Invited Suppliers: **251** Will Participate: **19** Requested: **7**

Line Summary

Line	Item	Item Revision	Supplier	Business Relationship	UOM	Estimated Quantity	Estimated Total Amount	Award	Agreement Quantity	Pack	Response Price	Response Minimum Release Amount	Supplier Site	Response Date	Target Minimum Release Amount	Category Name	Line Type
1 Total Base Bid			Gilbert Engineering, Const	Spend Authorized				Yes		1	249,011.11	249,011.11	Default			413-CP Construction, Sidewalk	Group
1 Total Base Bid			Diamond Dermac Concrete	Spend Authorized				Yes		1	87,900.00	87,900.00	Default			413-CP Construction, Sidewalk	Group
1 Total Base Bid			Diamond, Inc.	Spend Authorized				Yes		1	152,794.11	152,794.11	Default			413-CP Construction, Sidewalk	Group
1 Total Base Bid			R&T Turnkey & Construction	Spend Authorized				Yes		1	251,429.21	251,429.21	Default			413-CP Construction, Sidewalk	Group
1 Total Base Bid			Hage Construction Company	Spend Authorized				No		1	266,355.00	266,355.00	Default			413-CP Construction, Sidewalk	Group
1 Total Base Bid			Gilbert Engineering, Const	Spend Authorized				No		1	294,000.00	294,000.00	Default			413-CP Construction, Sidewalk	Group
1 Total Base Bid			Marie Nicole, LLC	Spend Authorized				No		1	294,945.00	294,945.00	Default			413-CP Construction, Sidewalk	Group

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Award Solicitation: Fire Station 43 Concrete Driveway Replacement

Solicitation **Construction Bid 17489-26** Procurement BU **COJ BU** Close Date **2/12/2026 10:00** Solicitation Currency **USD**	Responses Received **7** Active Responses **7** Shortlisted Responses **7**	Invited Suppliers **251** Will Participate **19** Responded **7**

Overview

	1st Choice Engineering, Construction, & Development LLC	Diversified Drainage Concepts, Inc. Response: 458365	EltonAlan, Inc Response: 458444	GEC Trucking & Construction Inc Response: 456729	Hager Construction Company Response: 456741	Jax Utilities Management, Inc. Response: 458369	MAER Homes, LLC Response: 458210
Business Relationship	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized
Supplier Site	Order/Remit	Order/Remit		Order/Remit	Order/Remit	Order/Remit	Order/Remit
Supplier Contact	Ciambella, Bart	McAdoo, Thomas	Lewis, Rachel	Carter, Gene	Bochnia, Kim	James, Anne-Marie	Gonzalez, Michael
Response Status	Active	Active	Active	Active	Active	Active	Active
Shortlist Status	Included	Included	Included	Included	Included	Included	Included
Response Amount	349,811.29	82,883.00	152,794.11	251,428.11	356,303.00	298,350.40	254,605.00
Total Award Amount							
Time of Response	2/12/2026 9:35	2/10/2026 13:31	2/12/2026 8:12	2/12/2026 8:54	2/12/2026 8:40	2/11/2026 15:59	2/12/2026 9:03
Response Valid Until							
Reference Number							
Note to Buyer							
Attachments	No	No	No	No	No	No	No

Requirements

Requirement		Target Value	1st Choice Engineering, Construction, & Development LLC	Diversified Drainage Concepts, Inc. Response: 458365	EltonAlan, Inc Response: 458444	GEC Trucking & Construction Inc Response: 456729	Hager Construction Company Response: 456741	Jax Utilities Management, Inc. Response: 458369	MAER Homes, LLC Response: 458210
1.	**Affirmation**								
1.	Type name, title and email of person submitting bid in the comments box.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
	Comments		Bart Ciambella, Vice President, Bart.Ciambella@1stChoiceECD.com	Thomas McAdoo, Owner, tommymcadoo68@gmail.com	Rachel Lewis VP	Gene E. Carter, Sr President/CEO	John W Hager, President	Charles D. Freshwater, President cfreshwater@jaxum.com	Michael Gonzalez, Operations Manager Michael@maerconstruction.com
2.	Type name of company in the comments box.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
	Comments		1st Choice Engineering Construction & Development	Diversified Drainage Concepts	EltonAlan Incorporated	GEC Trucking & Construction, Inc	Hager Construction Company	Jax Utilities Management, Inc.	MAER Homes, LLC dba MAER Construction
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	a. Acknowledge	a. Acknowledge	a. Acknowledge	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	a. Acknowledge	a. Acknowledge	a. Acknowledge	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	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
	Comments		CBC# 1267366 , CUC# 1226289 , PE# 063185 , 40 years of experience.						
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.	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.	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.	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	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
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	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
2.	**Submittal Statement**								
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	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
3.	**General Requirements**								
1.	Scope of Services: The Public Works 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. Construction completion within 45 days from notice to proceed		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
2.	Please review and acknowledge attached Plans and Specifications.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	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. 1. All bidders on this project must be on the approved Pre-Qualified Bidders List in the **Horizontal** category (See Pre-Qualifying procedures) with the City of Jacksonville, Procurement Division prior to bid opening. 2. Bidding firm must be licensed General Contractor currently licensed by the State of Florida. 3. Bidder must be licensed to do business in the State of Florida and possess		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
4.	Please review and acknowledge the attached requirements.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
5.	The current City of Jacksonville Standard Specifications and City of Jacksonville Standard Details, including all Revisions published prior to the Bid Date by the Department of Public Works, shall be considered part of the Technical Specifications as far as these Documents apply to the proposed work included in the Contract Documents and Addenda. https://www.jacksonville.gov/departments/planning-and-development/development-services-division/review-group-(fka-drg)/land-development-procedures-manual		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
6.	The JEA Electrical Standards, Details and Materials, JEA Water & Sewer Standards, Details and Materials, including all Revisions published prior to the Bid Date by Electrical, Water & Sewer Divisions of the JEA, shall be considered part of the Technical Specifications, as far as these Documents apply to the proposed work included in the Contract Documents and Addenda.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
7.	In addition, any applicable sections and supplements of the current version of "Florida Department of Transportation Standard Specifications for Road and Bridge Construction", shall be considered a part of the contract documents, as far as the applicable sections and Drawings or any Addenda thereto. Where a Section number of the Florida Department of Transportation Standard Specifications, and/or Index number of the Roadway and Traffic Design Standards are specified, then all other related applicable Sections and Index numbers shall also apply. In addition, any applicable Sections and Indexes of the current version of "Standard Plans for Road Construction" shall also be considered a part of the Contract Documents, as far as the applicable Sections and Indexes apply to the proposed work called for on the Contract Drawings or any Addenda thereto.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
8.	Please review and acknowledge the attached requirements.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
9.	Please review and acknowledge Incinerator Ash Material requirements.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
10.	Please review and acknowledge the Local Preference Policy for Certain Capital Projects. In accordance with Part 7 Subpart B of the Jax P-Code, for all capital improvement procurements of $7,000,000 or more that are awarded to a non-local business, the non-local business shall be required to use local business to perform or supply at least forty-percent (40%) of the project based on the initial award amount (the Local Participation Requirement). The Chief of Procurement, in consultation with the using agency, may establish a lower participation percentage of no less than twenty-percent (20%).		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
11.	Please review and acknowledge the attached requirements.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
12.	Federal Funding does not apply to this bid		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
4.	**Insurance Requirements**								
1.	CIP Construction Insurance Requirements		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
5.	**Price Sheet**								
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. **Price Sheet** 1. PROPOSAL a. A Bidder must provide a price on each item listed. b. Unless stated otherwise by the City, all bid prices should include the furnishing and installing materials. c. Bidder must insert extended prices obtained by multiplying the proposed quantities times the unit prices. In case of errors, unit prices will govern. The corrected extended prices and corrected Total Base Bid will be used to determine the lowest qualified Bid. d. The Total Base Bid plus selected Alternate(s), if any, will be used to determine the lowest bidder. If selected, Alternate(s) will be awarded in the order listed (i.e. – 1,2,3…) e. 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. f. Bids in which the prices are obviously unbalanced are subject to rejection. The CITY shall not be liable to the CONTRACTOR for failure to reject or notify the Bidder of any unbalanced bid. 2. CONDITIONS IN BIDDER'S PROPOSAL a. The Bidder shall not stipulate in its Bid Proposal, or append thereto, any conditions contrary to those contained in the Contract Documents. 3. TAXES a. Bidders shall include in their bid prices any sales taxes or use taxes which they are required by law to pay. Bidders are reminded, it is the CONTRACTOR'S responsibility to pay all Florida Sales Taxes that are required to be paid to the State under the subject contract. These taxes, by State law, are not to be set forth as a separate line item. Therefore, the CONTRACTOR shall devise his own method to insure recovery. Additional allowances will not be made for failure to include these required taxes in the proposal. 4. QUANTITIES a. It is understood that the quantities set forth in the Proposal Form are calculated estimates, and that payment will be made only upon the actual quantities of work complete in place, measured as defined in the Contract Documents. It is the Bidder's responsibility to verify the scope and quantity of work included in lump sum bid items. No Adjustment in a lump sum bid price will be allowed for errors in quantity tabulations unless there is a change in the defined scope of work after receipt of the bids. b. It is anticipated that the quantities set forth in the Bid Proposal Form are reasonable and will not be exceeded. During the bid process, any Bidder finding a discrepancy larger than 10% of the estimated quantity shall bring the discrepancy to the attention of the ENGINEER. The quantity estimated will be checked and if found in error, an addendum will be published and distributed to all Bidders. Notwithstanding the foregoing, however, if during construction any quantity is exceeded, the overrun must be approved by the ENGINEER prior to proceeding with work to incorporate the item in the construction. No change order for this additional work will be required other than a final change order for the amount installed, except when any one pay item is increased by more than 20% of the quantity listed or when the total amount of all overruns or underruns exceeds $50,000. If any one of said quantities is adjusted greater than twenty percent (20%), then the unit price is subject to negotiation. c. It is expressly understood and agreed that the foregoing Total Bid(s) is/are the basis for establishing the amount of the Bid Security and is not to be construed to be a Lump Sum Proposal. 5. SUBSTITUTION OF "OR EQUAL" ITEMS a. The materials, devices, systems, appliances, or equipment designated in the Contract Documents by a manufacturer's, vendor's, proprietary or trade name; establish a standard of required function, dimensions, appearance and quality to be met. Wherever the designation of such items is not followed by "or equal", it shall be deemed that the words "or equal" do follow such designation. A Bidder may propose the substitution of items equaling or bettering the standards of those specified, upon submission to the ENGINEER, not less than 10 days (7 if informal) prior to the date for receipt of Bids, of complete information on the proposed substitute including its name, manufacturer, drawings, cut-sheets, performance, test data, and any other information required by the ENGINEER for evaluation of the proposed substitute. b. Approval, if granted, by the ENGINEER of a proposed substitute shall be in the form of an Addendum issued to all prospective bidders. Whenever a bidder proposes to furnish an approved substitute, it shall be responsible for and include in its base bid the cost of making all adjustments to accommodate the substitute including, but not limited to, structural elements, auxiliary equipment, piling, electrical, mechanical and control systems; which are required to provide a complete satisfactory operating installation of the substitute item. Approval of the substitute item shall be in the sole discretion of the ENGINEER upon its finding that it conforms to all structural, architectural, mechanical, electrical and other design criteria as well as required operating performance characteristics. Failure of the ENGINEER to complete the review and evaluation of a proposed substitute in time to issue an addendum prior to the receipt of Bids shall not authorize any Bidder to include such substitute in a Bid nor shall it be the basis of a protest by a Bidder. c. No substitute or "or equal" item which has not been previously approved as required by this Section, shall be included in the proposal. If, regardless of the above prohibition, a non-approved substitute item is shown on the proposal, it shall be disregarded in consideration of award, and if an award is made to such Bidder, the Bidder shall furnish the item as specified with no change in Bid price notwithstanding the substitute shown on the proposal. d. Following the award of a contract, substitution of any item from that specified or approved prior to receipt of bid, shall be requested in accordance with the applicable sections of the General Conditions (Construction)		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
6.	**Sample Contract**								
1.	Please review and acknowledge the attached sample contract.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
7.	**Owner Direct Material Purchase**								
1.	Please review and acknowledge the Owner Direct Materials Program. Direct Material Purchases Pursuant to Florida Statutes, Section 212.08(6), and Florida Administrative Code, Number 12A-1.094, the City of Jacksonville is exempt from Florida Sales Tax for the purchase of construction materials, supplies and/or equipment incorporated into a construction project. Furthermore, the Procurement Division is required per the Jax P-Code, 126.306 (h), to include Owner Direct Materials Purchase Order (ODPO) or Direct Materials Purchase Order (DMPO/DPO) in all capital improvement solicitations which requires the contractor to include on the schedule of values, a total line-item cost by material type for each supply purchase necessary for the project. This requirement applies to any line item (type of material) where the total cost of the type of material is $100,000 or more for non-JSEB suppliers, and $10,000 or more for JSEB suppliers, unless the Chief of Procurement determines, based on satisfactory written justification provided by the using agency, that the city's purchase of supplies for a capital improvement procurement is not feasible, economical, or beneficial to the city's interests. Per the solicitation clauses, the supplier will be responsible for all matters relating to the receipt of materials purchased by the city, including verifying correct quantities, inspection, and acceptance of the materials at the time of delivery. The supplier shall also bear the costs of all payment and performance bonds and insurance, including builder's risk insurance. The supplier shall be responsible for coordinating the delivery, storage, and incorporation of material purchases made by the city. Once the materials are incorporated in the project, they become the responsibility of the supplier. Failure by the supplier to comply with the tax exemption procedures, which will result in taxes, fines or damages to the city shall be the sole responsibility and liability of the supplier. The bid price is the contract price as awarded and must include any applicable sales tax. Material prices may fluctuate but there will be no increase to the contract price. **Any adjustments up or down to the original estimated cost are absorbed within the bid price. In addition, the supplier is required to register or already be registered in 1Cloud prior to any purchase request.** The Supplier link for registration is www.jacksonville.gov/supplierportal or Jacksonville.gov - Supplier Portal		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
8.	**Subcontractors and Shop Fabricators**								
1.	Please review and acknowledge attached requirement for subcontractors and shop fabricators.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
9.	**Bid Surety Requirements**								
1.	Bid / Surety Requirements 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		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge

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Award Solicitation: Fire Station 43 Concrete Driveway Replacement

Solicitation **Construction Bid 17489-26**	Responses Received **7**	Invited Suppliers **251**
Procurement BU **COJ BU**	Active Responses **7**	Will Participate **19**
Close Date **2/12/2026 10:00**	Shortlisted Responses **7**	Responded **7**
Solicitation Currency **USD**		

Lines

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

1 Total Base Bid

Line Type **Dollars**
Category Name **913.47 Construction, Sidewalk and Drivew**
Start Price
Current Price
Estimated Total Amount
Award Amount
Savings
Savings

	Target Value	1st Choice Engineering, Construction, & Development LLC	Diversified Drainage Concepts, Inc. Response: 458365	EltonAlan, Inc Response: 458444	GEC Trucking & Construction Inc Response: 456729	Hager Construction Company Response: 456741	Jax Utilities Management, Inc. Response: 458369	MAER Homes, LLC Response: 458210
Business Relationship		Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized
Supplier Site		Order/Remit	Order/Remit		Order/Remit	Order/Remit	Order/Remit	Order/Remit
Response Status		Active	Active	Active	Active	Active	Active	Active
Shortlist Status		Included	Included	Included	Included	Included	Included	Included
Rank		6	1	2	3	7	5	4
Line Pricing								
Response Price		349,811.29	82,883.00	152,794.11	251,428.11	356,303.00	298,350.40	254,605.00
Unit Price Savings								
Unit Price Savings Percent								
Award Decision								
Award		No	No	No	No	No	No	No
Award Amount								
Note to Buyer								
Attachments		No	No	No	No	No	No	No

Last Downloaded **2/17/2026 11:33**

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Department of Economic Development

A NEW DAY.

February 17, 2026

To: Dustin L. Freeman, Chief
Procurement Division

From: Gregory Grant, EBO/JSEB Administrator
Amin Raja, Business Compliance Analyst
Equal Business Opportunity Office / Jacksonville Small & Emerging Business Program

Initial GG

Re: 17489-26 Fire Station #43 Concrete Driveway Replacement

The Equal Business Opportunity Office has reviewed the lowest bidder/proposer for compliance with the Jacksonville Small and Emerging Business (JSEB) program. Based upon the review, and the areas of certification, the lowest bidder/proposer is **Elton Allan Inc.**, with a total base bid of $152,794.11, which does meet the JSEB goal of utilizing 100% JSEB.

Our review efforts are documented and available upon request. Please let us know if you have any questions or concerns. I can be reached at (904) 255-8167.

cc: Benjamin Kemp
Gregory Grant

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A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor

Department of Public Works
214 N. Hogan St., 10th Floor
Jacksonville, FL 32202
(904) 630-CITY
Jacksonville.gov

M E M O R A N D U M

TO: **Dustin Freeman, Chief**
Procurement Division

FROM: **Scott Carter, P. E., Chief**
Engineering & Construction Management Division

Signed by:
Scott Carter, P.E.
8D991E9ADEC947E...

SUBJECT: **Recommendation to Reject Low Bidder - Bid No. 17489-26**
Fire Station 43 Concrete Driveway Replacement

DATE: **March 16, 2026**

The Engineering & Construction Management Division has completed its review of bids received for **Bid No. 17489-26 – Fire Station 43 Concrete Driveway Replacement.**

Upon review of the bid submissions and contractor qualifications, it was determined that the **apparent low bidder, Diversified Drainage Concepts, Inc., does not hold the required City of Jacksonville Horizontal Construction Category qualification as specified in the solicitation documents.**

The solicitation required that bidders be properly qualified in the applicable **City Horizontal Construction Category at the time of bid submission.** This requirement ensures that contractors possess the appropriate experience and qualifications necessary to perform the scope of work associated with the project.

Because the apparent low bidder does not meet this required qualification, the bid is considered **non-responsive to the solicitation requirements.**

Accordingly, the Engineering & Construction Management Division recommends that the bid submitted by **Diversified Drainage Concepts, Inc.** be **rejected as non-responsive**, and that Procurement proceed with evaluation and potential award to the **next lowest responsive and responsible bidder** in accordance with the solicitation and City procurement regulations.

Please let us know if any additional information is needed to proceed.

cc: Renee Faris, Engineering Contract Manager

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Response History (Construction Bid 17489-26)

Messages (1) | Analyze by Spreadsheet | Done

Currency = US Dollar

Time Zone **US Eastern Time**

Title Fire Station 43 Concrete Driveway Replacement

Close Date 2/12/26 10:00 AM

Status Closed (Unlocked)

View ▾ Format ▾ **Detach** Wrap

Previous 1-7 of 7 Next

Select All	Row	Supplier	Supplier Site	Supplier Contact	Response	Status	Response Amount	Time of Response	Response Valid Until
☑	1	1st Choice Engineering, Construction, & Development LLC	Order/Remit	Ciambella, Bart	458389	Active	349,811.29	2/12/26 9:35 AM	
☐	2	Diversified Drainage Concepts, Inc.	Order/Remit	McAdoo, Thomas	458365	Active	82,883.00	2/10/26 1:31 PM	
☐	3	EltonAlan, Inc		Lewis, Rachel	458444	Active	152,794.11	2/12/26 8:12 AM	
☐	4	GEC Trucking & Construction Inc	Order/Remit	Carter, Gene	456729	Active	251,428.11	2/12/26 8:54 AM	

Columns Hidden 2

Response History (Construction Bid 17489-26)

Messages (1) | Analyze by Spreadsheet | Done

Currency = US Dollar

Time Zone **US Eastern Time**

Title Fire Station 43 Concrete Driveway Replacement

Close Date 2/12/26 10:00 AM

Status Closed (Unlocked)

View ▾ Format ▾ **Detach** Wrap

☐	3	EltonAlan, Inc		Lewis, Rachel	458444	Active	152,794.11	2/12/26 8:12 AM	
☐	4	GEC Trucking & Construction Inc	Order/Remit	Carter, Gene	456729	Active	251,428.11	2/12/26 8:54 AM	
☐	5	Hager Construction Company	Order/Remit	Bochnia, Kim	456741	Active	356,303.00	2/12/26 8:40 AM	
☐	6	Jax Utilities Management, Inc.	Order/Remit	James, Anne-Marie	458369	Active	298,350.40	2/11/26 3:59 PM	
☐	7	MAER Homes, LLC	Order/Remit	Gonzalez, Michael	458210	Active	254,605.00	2/12/26 9:03 AM	

Previous 1-7 of 7 Next

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A NEW DAY.

Bid Specifications

for

Fire Station 43 Concrete Driveway Replacement

Docusign Envelope ID: B97979FA-171F-448F-AF8C-D6BABC002E95

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	**Fire Station 43 Concrete Driveway Replacement**
Synopsis	**Work consists of furnishing all labor, materials, and equipment and performing all operations necessary for the JFRD Fire Station Apron & Driveway Repairs - Fire Station #43 project, as specified in the Contract Documents. The work includes, but is not limited to, site preparation, concrete driveway replacement, construction of a monolithic concrete pad with a turndown footer, drainage installation, asphalt repair, drop curb installation, sodding, temporary traffic control, erosion control & pollution abatement and all other related work in accordance with the Contract Drawings and Specifications.**
Buyer	**Benjamin Kemp**
E-Mail	**BKemp@coj.net**
Outcome	**Contract Purchase Agreement**

1.2 Schedule

Preview Date		Open Date	**1/14/26 3:39 PM**
Close Date	**2/12/26 10:00 AM**	Award Date	
Time Zone	**Eastern Standard Time**		
Pre-Bid Conference Location	**n/a**		
Pre-Bid Date/Time	**n/a**		
Question Cutoff Date/Time	**1/30/2026 @2:00 PM**		

1.3 Negotiation Controls

Response Visibility	**Sealed**

Lines Settings

Rank Indicator	**1,2,3...**
Ranking Method	**Price only**

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

*1. Type name, title and email 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 etc.

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Select one of the following:-

☐ a. Acknowledge

Comments:

*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.

*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
Bid Codes - PWEN - 502405-26.p	File	

Select one of the following:-

☐ a. Acknowledge

*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

2.2 Submittal Statement

*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.

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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.

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

*1. Scope of Services: The Public Works 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. Construction completion within 45 days from notice to proceed

Select one of the following:-

☐ a. Acknowledge

*2. Please review and acknowledge attached Plans and Specifications.

Attachments:

File Name or URL	Type	Description
2025-12-16 19L0030_21 FIRE STA	File	Plans
Bid Specifications - JFRD Fire	File	Specifications

Select one of the following:-

☐ a. Acknowledge

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

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1. All bidders on this project must be on the approvedPre-Qualified Bidders List in the **Horizontal** category (See Pre-Qualifyingprocedures) with the City of Jacksonville, Procurement Division prior to bid opening.

2. Bidding firm must be licensed General Contractor currently licensed by the State of Florida.

3. Bidder must be licensed to do business in the State of Florida and possess a Local Business Tax Certificate if applicable.

Select one of the following:-

☐ a. Acknowledge

*4. Please review and acknowledge the attached requirements.

Attachments:

File Name or URL	Type	Description
Executive Order 98-01.pdf	File	
EXECUTIVE ORDER NO. 2013-05.pd	File	

Select one of the following:-

☐ a. Acknowledge

*5.

The current City of Jacksonville Standard Specifications and City of Jacksonville Standard Details, including all Revisions published prior to the Bid Date by the Department of Public Works, shall be considered part of the Technical Specifications as far as these Documents apply to the proposed work included in the Contract Documents and Addenda.

https://www.jacksonville.gov/departments/planning-and-development/development-services-division/review-group-(fka-dmg)/land-development-procedures-manual

Select one of the following:-

☐ a. Acknowledge

*6.

The JEA Electrical Standards, Details and Materials, JEA Water & Sewer Standards, Details and Materials, including all Revisions published prior to the Bid Date by Electrical, Water & Sewer Divisions of the JEA, shall be considered part of the Technical Specifications, as far as these Documents apply to the proposed work included in the Contract Documents and Addenda.

Select one of the following:-

☐ a. Acknowledge

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*7.

In addition, any applicable sections and supplements of the current version of "Florida Department of Transportation Standard Specifications for Road and Bridge Construction", shall be considered a part of the contract documents, as far as the applicable sections and Drawings or any Addenda thereto. Where a Section number of the Florida Department of Transportation Standard Specifications, and/or Index number of the Roadway and Traffic Design Standards are specified, then all other related applicable Sections and Index numbers shall also apply.

In addition, any applicable Sections and Indexes of the current version of "Standard Plans for Road Construction" shall also be considered a part of the Contract Documents, as far as the applicable Sections and Indexes apply to the proposed work called for on the Contract Drawings or any Addenda thereto.

Select one of the following:-

☐ a. Acknowledge

*8. Please review and acknowledge the attached requirements.

Attachments:

File Name or URL	Type	Description
Construction Forms rev1. docx	File	
Payment Application Schedule o	File	
Improv-in-Progress Notificatio	File	

Select one of the following:-

☐ a. Acknowledge

*9. Please review and acknowledge Incinerator Ash Material requirements.

Attachments:

File Name or URL	Type	Description
Incinerator Ash Management Pla	File	

Select one of the following:-

☐ a. Acknowledge

*10. Please review and acknowledge the Local Preference Policy for Certain Capital Projects.

In accordance with Part 7 Subpart B of the Jax P-Code, for all capital improvement procurements of $7,000,000 or more that are awarded to a non-local business, the non-local business shall be required to use local business to perform or supply at least forty percent (40%) of the project based on the initial award amount (the Local Participation Requirement). The Chief of Procurement, in consultation with the using agency, may establish a lower participation percentage of no less than twenty percent (20%).

Attachments:

File Name or URL	Type	Description
Suppliers_Local_Participati on_	File	

Select one of the following:-

☐ a. Acknowledge

*11. Please review and acknowledge the attached requirements.

Attachments:

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File Name or URL	Type	Description
Ex-Offender Requirement Attach	File	

Select one of the following:-

☐ a. Acknowledge

*12. Federal Funding does not apply to this bid

Select one of the following:-

☐ a. Acknowledge

2.4 Insurance Requirements

*1. CIP Construction Insurance Requirements

Construction Projects
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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Builders Risk/Installation Floater **100% of Completed Value of the Project**

Such insurance shall be on a form acceptable to the CITY's Office of Insurance and Risk Management. The Builder's Risk policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum $10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. Named insured's shall be: CONTRACTOR, the CITY, and respective members, officials, employees and agents, the ENGINEER, and the PROGRAM MANAGEMENT FIRM(S) (when program management services are provided). The City of Jacksonville, its members, officials, officers, employees and agents are to be named as a loss payee.

Pollution Liability $1,000,000 per Loss
$2,000,000 Annual Aggregate

Any entity hired to perform services as part of this contract for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

Pollution Legal Liability $1,000,000 per Loss
$2,000,000 Aggregate

Any entity hired to perform services as a part of this contract that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this contract.

Watercraft Liability $1,000,000 Per Occurrence
(to the extent that watercraft is utilized in the services of this contract)

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 coverages and provides on an Occurrence basis all coverages listed above and shall be included in the Umbrella policy.

Railroad Protective Liability

In the event that any part of the work to be performed hereunder shall require the Contractor or its Subcontractors to enter, cross or work upon or beneath the property, tracks, or right-of-way of a railroad or railroads, the Contractor shall, before commencing any such work, and at its expense, procure and carry liability or protective insurance coverage in such form and amounts as each railroad shall require.

The original of such policy shall be delivered to the railroad involved, with copies to the Grantor, and their respective members, officials, officers, employee and agents.

Docusign Envelope ID: B97979FA-171F-448F-AF8C-D6BABC002E95

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.

I. Notice. The Provider shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the Tenant, as applicable, shall provide said thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Provider under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Provider shall present this Contract and the Insurance Requirements and Indemnification to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and (2)That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Provider.

Attachments:

File Name or URL	Type	Description
CIP Construction Insurance Req	File	

Select one of the following:-

☐ a. Acknowledge

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2.5 Price Sheet

*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.

Price Sheet

1. PROPOSAL

a. A Bidder must provide a price on each item listed.

b. Unless stated otherwise by the City, all bid prices should include the furnishing and installing materials.

c. Bidder must insert extended prices obtained by multiplying the proposed quantities times the unit prices. In case of errors, unit prices will govern. The corrected extended prices and corrected Total Base Bid will be used to determine the lowest qualified Bid.

d. The Total Base Bid plus selected Alternate(s), if any, will be used to determine the lowest bidder. If selected, Alternate(s) will be awarded in the order listed (i.e. – 1,2,3...).

e. 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.

f. Bids in which the prices are obviously unbalanced are subject to rejection. The CITY shall not be liable to the CONTRACTOR for failure to reject or notify the Bidder of any unbalanced bid.

2. CONDITIONS IN BIDDER'S PROPOSAL

a. The Bidder shall not stipulate in its Bid Proposal, or append thereto, any conditions contrary to those contained in the Contract Documents.

3. TAXES

a. Bidders shall include in their bid prices any sales taxes or use taxes which they are required by law to pay. Bidders are reminded, it is the CONTRACTOR'S responsibility to pay all Florida Sales Taxes that are required to be paid to the State under the subject contract. These taxes, by State law, are not to be set forth as a separate line item. Therefore, the CONTRACTOR shall devise his

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own method to insure recovery. Additional allowances will not be made for failure to include these required taxes in the proposal.

4. QUANTITIES

a. It is understood that the quantities set forth in the Proposal Form are calculated estimates, and that payment will be made only upon the actual quantities of work complete in place, measured as defined in the Contract Documents. It is the Bidder's responsibility to verify the scope and quantity of work included in lump sum bid items. No Adjustment in a lump sum bid price will be allowed for errors in quantity tabulations unless there is a change in the defined scope of work after receipt of the bids.

b. It is anticipated that the quantities set forth in the Bid Proposal Form are reasonable and will not be exceeded. During the bid process, any Bidder finding a discrepancy larger than 10% of the estimated quantity shall bring the discrepancy to the attention of the ENGINEER. The quantity estimated will be checked and if found in error, an addendum will be published and distributed to all Bidders. Notwithstanding the foregoing, however, if during construction any quantity is exceeded, the overrun must be approved by the ENGINEER prior to proceeding with work to incorporate the item in the construction. No change order for this additional work will be required other than a final change order for the amount installed, except when any one pay item is increased by more than 20% of the quantity listed or when the total amount of all overruns or underruns exceeds $50,000. If any one of said quantities is adjusted greater than twenty percent (20%), then the unit price is subject to negotiation.

c. It is expressly understood and agreed that the foregoing Total Bid(s) is/are the basis for establishing the amount of the Bid Security and is not to be construed to be a Lump Sum Proposal.

5. SUBSTITUTION OF "OR EQUAL" ITEMS

a. The materials, devices, systems, appliances, or equipment designated in the Contract Documents by a manufacturer's, vendor's, proprietary or trade name; establish a standard of required function, dimensions, appearance and quality to be met. Wherever the designation of such items is not followed by "or equal", it shall be deemed that the words "or equal" do follow such designation. A Bidder may propose the substitution of items equaling or bettering the standards of those specified, upon submission to the ENGINEER, not less than 10 days (7 if informal) prior to the date for receipt of Bids, of complete information on the proposed substitute including its name, manufacturer, drawings, cut-sheets, performance, test data, and any other information required by the ENGINEER for evaluation of the proposed substitute.

b. Approval, if granted, by the ENGINEER of a proposed substitute shall be in the form of an Addendum issued to all prospective bidders. Whenever a bidder proposes to furnish an approved substitute, it shall be responsible for and include in its base bid the cost of making all adjustments to accommodate the substitute including, but not limited to, structural elements, auxiliary equipment, piling, electrical, mechanical and control systems; which are required to provide a complete satisfactory operating installation of the substitute item. Approval of the substitute item shall be in the sole discretion of the ENGINEER upon its finding that it conforms to all structural, architectural, mechanical, electrical and other design criteria as well as required operating performance characteristics. Failure of the ENGINEER to complete the review and evaluation of a proposed substitute in time to issue an addendum prior to the receipt of Bids shall not authorize any Bidder to include such substitute in a Bid nor shall it be the basis of a protest by a Bidder.

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c. No substitute or "or equal" item which has not been previously approved as required by this Section, shall be included in the proposal. If, regardless of the above prohibition, a non-approved substitute item is shown on the proposal, it shall be disregarded in consideration of award, and if an award is made to such Bidder, the Bidder shall furnish the item as specified with no change in Bid price notwithstanding the substitute shown on the proposal.

d. Following the award of a contract, substitution of any item from that specified or approved prior to receipt of bid, shall be requested in accordance with the applicable sections of the General Conditions (Construction).

Attachments:

File Name or URL	Type	Description
1Cloud Bidding Price Sheet - J	File	

Select one of the following:-

☐ a. Acknowledge

2.6 Sample Contract

*1. Please review and acknowledge the attached sample contract.

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CONTRACT

BETWEEN
THE CITY OF JACKSONVILLE
AND

_____

FOR

_____

THIS CONTRACT, Executed as of this_____day of_____, 20___, by and between the CITY OF JACKSONVILLE, FLORIDA (hereinafter sometimes called the "Owner" or the "City"), a municipal corporation, in Duval County, Florida, and _____(hereinafter called the "Contractor") a_____corporation with office at_____,

WITNESSETH, That for the consideration and under the provisions hereinafter stated and referred to moving from each to the other of said parties, respectively, it is mutually understood and agreed as follows:

1. That Contractor is the lowest responsive and responsible bidder for furnishing, not by way of limitation, all labor, materials, equipment and performing all operations necessary for_____, all in accordance with plans and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made_____.

2. The Contractor will, at its own cost and expense, do the work required to be done and furnish the materials required to be furnished on said work in accordance with plans and specifications prepared by_____, bid numbered_____, bid date_____, designated as _____, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of the said

t for Project Specifications, May 10, 20

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Contractor, and award therefor (hereinafter collectively called the "Contract Documents") now on file in the Office of the Division Chief of the Procurement Division of the City of Jacksonville, all of which are, by this reference, hereby specifically made a part hereof to the same extent as if fully set out herein for an amount not-to-exceed____, at and for the prices and on the terms contained in the Contract Documents.

3. On Contractor's faithful performance of this Contract, the Owner will pay the Contractor in accordance with the terms and on the conditions stated in the Contract Documents.

4. Contractor shall submit and record all payment and performance bonds in the Official Records of Duval County, as required by Section 255.05, Florida Statutes.

5. Notwithstanding any provision to the contrary in this Contract or in the Contract Documents, the Owner has the absolute right to terminate this Contract without cause, for convenience, by giving the Contractor thirty (30) days advance written notice of the date of termination. Such notice shall be delivered by Certified United States Mail, return receipt requested; or by any other delivery method with evidence of receipt, to the Contractor's representative who signed this contract, at the address specified on the signature page.

6. If Contract is for in excess of one (1) year, insert term and renewal language.

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

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

aft for Project Specifications, May 10, 20

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IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, in duplicate, the day and year first above written.

ATTEST: **CITY OF JACKSONVILLE, FLORIDA**

By_____ By_____

James R. McCain, Jr.
Corporation Secretary

Lenny Curry, Mayor

OWNER

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded 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

Encumbrance & funding information is found on the next page.

Form Approved:

_____
Office of General Counsel

ATTEST: **INSERT NAME OF CONTRACTOR**

_____ _____
Signature Signature

_____ _____
Type/Print Name Type/Print Name

_____ _____
Title Title

Address:

_____

_____

_____

CONTRACTOR

aft for Project Specifications, May 10, 20

Attachments:

File Name or URL	Type	Description
CONTRACT EXAMPLE. docx	File	

Select one of the following:-

☐ a. Acknowledge

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2.7 Owner Direct Material Purchase

*1. Please review and acknowledge the Owner Direct Materials Program.

Direct Material Purchases

Pursuant to Florida Statutes, Section 212.08(6), and Florida Administrative Code, Number 12A-1.094, the City of Jacksonville is exempt from Florida Sales Tax for the purchase of construction materials, supplies and/or equipment incorporated into a construction project. Furthermore, the Procurement Division is required per the Jax P-Code, 126.306 (h), to include Owner Direct Materials Purchase Order (ODPO) or Direct Materials Purchase Order (DMPO/DPO) in all capital improvement solicitations which requires the contractor to include on the schedule of values, a total line-item cost by material type for each supply purchase necessary for the project.

This requirement applies to any line item (type of material) where the total cost of the type of material is $100,000 or more for non-JSEB suppliers, and $10,000 or more for JSEB suppliers, unless the Chief of Procurement determines, based on satisfactory written justification provided by the using agency, that the city's purchase of supplies for a capital improvement procurement is not feasible, economical, or beneficial to the city's interests.

Per the solicitation clauses, the supplier will be responsible for all matters relating to the receipt of materials purchased by the city, including verifying correct quantities, inspection, and acceptance of the materials at the time of delivery. The supplier shall also bear the costs of all payment and performance bonds and insurance, including builder's risk insurance. The supplier shall be responsible for coordinating the delivery, storage, and incorporation of material purchases made by the city. Once the materials are incorporated in the project, they become the responsibility of the supplier. Failure by the supplier to comply with the tax exemption procedures, which will result in taxes, fines or damages to the city shall be the sole responsibility and liability of the supplier.

The bid price is the contract price as awarded and must include any applicable sales tax. Material prices may fluctuate but there will be no increase to the contract price. **Any adjustments up or down to the original estimated cost are absorbed within the bid price. In addition, the supplier is required to register or already be registered in 1Cloud prior to any purchase request.** The Supplier link for registration is www.jacksonville.gov/supplierportal or Jacksonville.gov - Supplier Portal

Attachments:

File Name or URL	Type	Description
Direct materials wording Ordin	File	

Select one of the following:-

☐ a. Acknowledge

2.8 Subcontractors and Shop Fabricators

*1. Please review and acknowledge attached requirement for subcontractors and shop fabricators.

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Subcontractors and Shop Fabricators

1. For all bids, the Bidder expressly agrees that:

   a. In accordance with bid requirements, bidder hereby furnishes the names, addresses and the scopes of work to be performed by the following listed subcontractors, who currently possess the qualifications required pursuant to Chapter 342, Jacksonville Ordinance Code and/or Chapter 489, Florida Statutes, for their respective scope(s) of work (compliance with this section requires that Bidders furnish, at a minimum, the names and addresses of their site utilities, mechanical, electrical, plumbing and roofing subcontractors – attach additional sheets if necessary).

SCHEDULE OF LICENSED SUBCONTRACTORS

SCOPE OF WORK	NAME OF SUBCONTRACTOR	ADDRESS

- To the extent applicable, bidders are required to indicate, as part of completing the above schedule, all scopes of work that they intend to self-perform and to provide their license numbers to evidence that they currently hold the required certifications, qualifications, or licensing necessary to self-perform the same (see § 489.131, Florida Statutes).

   b. In accordance with bid requirements, bidder hereby furnishes the names, addresses and the scopes of work to be performed by the following listed subcontractors and/or shop fabricators, that are NOT required to be certified, qualified, or licensed in accordance with chapter 342, Jacksonville Ordinance Code and/or Chapter 489, Florida Statutes, for their respective scope(s) of work which shall: (i) list ALL subcontractors and shop fabricators for each of their respective scope(s) of work; and (ii) certify that each listed subcontractor and shop fabricator is financially responsible, properly licensed and insured, experienced and qualified to perform their respective scope(s) of work necessary to construct the project in question in a good and workmanlike manner. (Attach additional sheets if necessary)

SCHEDULE OF All SUBCONTRACTORS & SHOP FABRICATORS

SCOPE OF WORK	NAME OF SUBCONTRACTOR AND/OR SHOP FABRICATOR	ADDRESS

2. In accordance with bid requirements, bidder hereby furnishes the following schedule of Major Items of Equipment to be furnished and installed. (Attach additional sheets if necessary)

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SCHEDULE OF MAJOR ITEMS OF EQUIPMENT

ITEM	DESRIPTION	MANUFACTURER

3. APPENDIX E – TRENCH SAFETY ACT

   a. If this project involves trench excavations which will exceed a depth of five (5) feet, pursuant to Chapter 90-96, Laws of Florida, which adopted The Occupational Safety and Health Administration's Excavation Safety Standards, 29 C.F.R. s. 1926.650, Subpart P, the requirements of the Florida Trench Safety Act will be in effect and the Bidder hereby certifies that such Act will be complied with during the construction of this project.

   b. Bidder acknowledges that included in the various items of the proposal and in the total bid price are costs for complying with the Florida Trench Safety Act. The Bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Quantity	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					
E.					
				TOTAL	

4. CONFINED SPACE ENTRY

   a. If this project involves man entry into confined spaces as defined in the Occupational Safety and Health Administration's Safety Standards, 29 C.F.R. 1910.146, 1926.21 and all other applicable parts, the requirements of the Safety Standard will be in effect and the Bidder hereby certifies that such Standard will be complied with during the construction of this project.

   b. The Bidder acknowledges that included in the various items of the proposal and in the total bid price are costs for complying with the Occupational Safety and Health Administration's Safety Standards for Confined Space Entry. The Bidder further identifies the costs to be summarized below:

	Entry Measure (Description)	Units of Measure (Each)	Quantity	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					
E.					
				TOTAL	

Failure to complete the above may result in the bid being declared non-responsive.

5. DISQUALIFIED / PROBATIONARY / CONVICTED / SUSPENDED VENDORS

   a. All subcontractors and/or shop fabricators listed under the above sections shall not be on the City's Disqualified/Probationary Vendor's List or the State of Florida's Convicted and/or Suspended Vendors list. In this event, the subcontractor and/or shop fabricator will not be eligible to provide the services or materials for this project. The Contractor will absorb any additional cost incurred for having to select a different subcontractor and/or shop fabricator.

6. USE AND REPLACEMENT OF MAJOR SUBCONTRACTORS AND SHOP FABRICATORS

   a. The successful bidder shall employ the Subcontractors and shop fabricators specified in its bid for the class of work designated. Modification in any way whatsoever, without the written consent of the City of Jacksonville, will not be permitted.

   b. Consent by the City will be given only in those instances where the bidder presents written evidence that use of the listed Subcontractor or shop fabricator will not be in the best interests of the City.

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Attachments:

File Name or URL	Type	Description
Subcontractors and Shop Fabric	File	

Select one of the following:-

☐ a. Acknowledge

2.9 Bid Surety Requirements

*1.

Bid / Surety Requirements

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

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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

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

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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

2.10 Response Attachments

*1. **Attach Overall Proposal Document Here, Use the following naming convention: Supplier_Name Overall Proposal Document. Include all response pages in a single ".PDF" format file.**

If the proposer desires, the Company financial reports can be submitted in a separate .pdf file from the proposal file. However, the file name must include the word "Confidential". For Example: "XYZ Engineering – Confidential Financial Info.pdf".

Hint: Attach Overall Proposal Document Here, Use the following naming convention: Supplier_Name Overall Proposal Document. Include all response pages in a single ".PDF" format file.

Select one of the following:-

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

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3 Lines

3.1 Line Information

Line	Estimated Quantity	Response Price	Line Amount	Response Minimum Release Amount
1-Total Base Bid				

3.2 Line Details

3.2.1 Line 1 Total Base Bid

Category Name	**913.47 Construction, Sidewalk and Driveway (Includes Pedestrian and Handicap Ramps)**
Allow Alternate Lines	**No**
Target Minimum Release Amount (USD)	
Start Price (USD)	
Estimated Total Amount (USD)	

4 Contract Terms

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A. Solicitation Overview

A.1. Scope of Work

The Public Works 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 Fire Station 43 Concrete Driveway Replacement as listed in the bid documents.

A.2. Award

Award will be **ALL OR NONE** to the lowest responsive, responsible bidder(s) subject to the Buy American Preference clause described below. Bidders must bid on all items to be considered for award. The City reserves the right to reject any or all bids. **ALL** awards are subject to the availability of funds.

A.3. 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. Participation Percentage Plan for Jacksonville Small Business Program

The following goals apply to this contract and submissions of a bid by a prospective contractor shall constitute full acceptance of all conditions outlined in the bid documents, Chapter 126, Jacksonville Ordinance Code, and the prospective contractor's bid proposal.

The attainment of JSEB participation goals established for this contract will be: (i) based upon JSEBs certified by the City AT THE TIME OF BID OPENING in accordance with Part 6 of Chapter 126, Jacksonville Ordinance Code; and (ii) measured as a percentage of the total dollar value of the contract or, in the case of alternates, the percentage is calculated on the base bid for the purpose of the award; however, the contractor is expected to make every attempt to meet or exceed the stated goals when the alternates are awarded.

QUALIFYING COMMODITY CODES: 909.76; 912.23; 913.19; 913.45; 913.47; 914.30; 925.17; 962.39; 988.52

The designation of this project is Participation. As such, 20 percent to be performed by City certified JSEBs. The percentage may be met in any combination, however, JSEB certifications must be in effect at the time of time of Bid Opening.

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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.

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.

C.10. 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.11. 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.12. 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.13. 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.14. 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.

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C.15. 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.16. 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.

C.17. 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.

C.18. 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.19. 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.20. 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.21. Marketing / Advertising

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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.22. 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 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.23. 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.24. 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.

C.25. 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.

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C.26. 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 charge to the City or its agencies.

C.27. Prices

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

C.28. 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.29. 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.30. 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

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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 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.31. 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.32. 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.33. 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

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d. Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The 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.34. 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.35. 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.36. 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.37. 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.38. 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.39. 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.

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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, 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.40. 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.41. Samples

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.42. Solicitation Silence Policy

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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 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

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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.

C.43. 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.44. 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.45. 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.46. 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.47. Taxes

The City of Jacksonville is exempt from the following taxes: (a) State of Florida Sales Tax by

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Certificate No 85-8012621607C-8; and, (b) Manufacturer's Federal Excise Tax Registration No. 59-6000.344.

C.48. W-9 Requirement

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.

Docusign Envelope ID: B97979FA-171F-448F-AF8C-D6BABC002E95

A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
(904) 630-CITY; www.jacksonville.gov

NOTIFICATION OF RECOMMENDED BID REJECTION

Date: March 23rd, 2026

Email: tommymcadoo68@gmail.com

Company Name: Diversified Drainage Concepts, Inc.

Address: 1953 Brookview Drive S.,JACKSONVILLE, FL 32246

Contact Name: McAdoo, Thomas

Bid No: Construction Bid: 17489-26

Title: Fire Station 43 Concrete Driveway Replacement.

Date Closed: February 12th, 2026

Reason for Recommended Bid Rejection: Failure to meet minimum requirement, All bidders on this project must be on the approved Pre-Qualified Bidders List in the Horizontal category (See Pre-Qualifying procedures) with the City of Jacksonville, Procurement Division prior to bid opening.

If you wish to protest the recommended rejection of this bid, please respond in accordance with the City of Jacksonville's bid protest procedures and email a copy to the City Purchasing Analyst associated with the protested bid.

Note: This intended action is only a recommendation to the appropriate Awarding Authority. The authority recommending award for this bid is the Jacksonville Procurement Awards Committee scheduled for **Thursday, March 26th, 2026.**

Purchasing Analyst's Signature: Benjamin Kemp
Benjamin Kemp, Purchasing Analyst

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Benjamin Kemp, Purchasing Analyst

Docusign Envelope ID: B97979FA-171F-448F-AF8C-D6BABC002E95

From:?? Kemp, Benjamin - ASPS <BKemp@coj.net>
Sent:?? Monday, March 23, 2026 9:36 AM
To:?? tommymcadoo68@gmail.com
Cc:?? Leslie-Burney, Annette - ASPS
Subject:?? Solicitation #17489-26 Fire Station 43 Concrete Driveway Replacement
Attachments:??? 17489-26 Bid Rejection.pdf

Good morning,

Please see attached memo regarding the subject solicitation.

Thanks,

Ben Kemp
Purchasing Analyst
Procurement division
City of Jacksonville
Phone: (904) 255-8820

*** **Privacy Act:** This communication may contain privileged or other official city information. If you are not the intended recipient or believe that you have received this communication in error, please reply to the sender indicating that fact and delete the copy you received. It is a violation of Federal Law to print, copy, retransmit, disseminate, or otherwise use this information.

Please click on the links below for any of the following for Bids and Awards:

For Bidding Opportunities: Jacksonville.gov - Bidding Opportunities (Including Capital Improvement and Design/Build)

For COJ weekly award intentions: Jacksonville.gov - Agendas and Minutes

For bid award information: Procurement Division (coj.net)

For Public Records: COJ Public Records (govqa.us)

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A NEW DAY.

City of Jacksonville, Florida

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Purchasing Analyst
Procurement division
City of Jacksonville
Phone: (904) 255-8820

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City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC 126.204 (a) New Award, Renewals, Waive Technical Defects, Price Increases, NTE Increases.

Goods and/or Services: Concrete Driveway Replacement for Fire Station #43

Requested Action and Justification:

Recommend approval to reject the lowest bidder, Diversified Drainage Concepts, Inc., for not holding the required qualification for Horizontal Construction as specified in the solicitation documents.

Recommend approval of award to EltonAlan, Inc., as the lowest responsive, responsible bidder for the referenced project in the amount of $152,794.11. Period of service is from date of contract through project completion.

To be executed by formal contract through the Office of General Counsel. Bonds are required for this bid.

Supplier:	EltonAlan, Inc	**Basis of Award:**	LPTA	**BID Opening Date:**	02/12/2026

POA #:	TBD	**PO #:**	TBD	**Change Order #:**	N/A
Solicitation #:	CB 17489 26	**Contract #:**	TBD	**Contract ADM #:**	N/A
Term:	Project Completion	**Options:**	N/A	**Options Used:**	N/A

Federally Funded:	No	**JSEB Rec:**	Participation
Licenses Verified:	Yes	**JSEB %:**	20
Bonds Required:	Yes	**Bonds Waived Pursuant To:**	N/A

Fund:	32124	**Center:**	153103	**Acct:**	565051	**Proj:**	010412	**Activity:**	0000000000	$ 152,794.11
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 152,794.11	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	PWEN:ENGINEERING AND CONSTRUCTION MANAGEMENT			
Concurrence:	Signed by: Carter, Scott 20991F9ADFC947E...	**Title:**	CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT	3/9/2026
Concurrence:	1EFA223D5D23487...	**Title:**	DIRECTOR OF PUBLIC WORKS	3/11/2026
Concurrence:		**Title:**		
Concurrence:		**Title:**		

Initial DT
Initial DT

Procurement Analyst/Buyer:	Signed by: Kemp, Benjamin 4C8860DFACE2449C	**Chief of Procurement:**	
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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APPROVED

Daniel VanSickle, P.E.

Digitally signed by Daniel VanSickle, P.E.
DN: C=US, E=vansickle@coj.net, CN="Daniel VanSickle, P.E."
Date: 2026.03.06 09:23:25-05'00'

Project Name: JFRD Fire Station Apron & Driveway Repairs - Fire Station #43
Bidder/Supplier Name:
Solicitation Number:
Solication Open Date:

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total Price
1	Mobilization, Includes One (1) Project Sign	LS	1	$ 10,956.00	$ 10,956.00
2	Site Preparation	LS	1	$ 2,855.00	$ 2,855.00
3	Maintenance of Traffic	LS	1	$ 2,855.00	$ 2,855.00
4	Erosion Control and Pollution Abatement	LS	1	$ 1,392.00	$ 1,392.00
5	Regular Excavation & Fill	LS	1	$ 7,612.00	$ 7,612.00
6	Overexcavation (Contingency)	CY	50	$ 25.64	$ 1,282.00
7	Hauling & Disposal of Unsuitable Material (Contingency)	CY	50	$ 28.94	$ 1,447.00
8	A-3 Sand Backfill (Contingency)	CY	50	$ 19.04	$ 952.00
9	Dewatering (Contingency)	LS	1	$ 2,052.00	$ 2,052.00
10	Heavy-Duty Concrete	SY	164	$ 95.36	$ 15,639.04
11	Super-Duty Concrete	SY	90	$ 219.07	$ 19,716.30
12	10" Monolithic Concrete Pad with Turndown Footer	SY	178	$ 195.53	$ 34,804.34
13	Concrete Sidewalk/Driveway, 6"	SY	17	$ 127.65	$ 2,170.05
14	City Standard Drop Curb, COJ Plate P-301	LF	54	$ 65.32	$ 3,527.28
15	City Standard Curbing for Concrete Flumes	LF	39	$ 45.21	$ 1,763.19
16	Asphalt Repair, 1.5", SP-12.5	TN	4	$ 1,871.50	$ 7,486.00
17	Ditch Bottom Inlet - Type C with Slot	EA	1	$ 2,872.00	$ 2,872.00
18	12"x18" Elliptical RCP with Crushcrete Fill	LF	74	$ 120.86	$ 8,943.64
19	12"x18" COJ Standard MES	EA	2	$ 1,250.00	$ 2,500.00
20	Object Marker, Type 2	EA	3	$ 91.00	$ 273.00
21	Concrete Block Retaining Wall, < 2' High	LF	47	$ 191.39	$ 8,995.33
22	Gravel, #57 Stone	CY	2	$ 1,156.50	$ 2,313.00
23	Geotextile for Gravel Infiltration Area	SY	30	$ 25.04	$ 751.20
24	Sodding, COJ Spec. 145	SY	305	$ 12.30	$ 3,751.50
25	6"x6" Wooden Bollards	EA	2	$ 328.00	$ 656.00
26	4" Electrical Conduit Sleeve, 33' with End Caps	EA	2	$ 353.50	$ 707.00
27	2" Schedule 40 PVC Sanitary Pipe	LF	33	$ 45.28	$ 1,494.24
28	2" Schedule 40 PVC Fittings	EA	4	$ 152.00	$ 608.00
29	As-Builts	LS	1	$ 2,420.00	$ 2,420.00
	TOTAL BASE BID (Items 1-29)				$ 152,794.11

Unless stated otherwise by the City, all bid prices should include the furnishing and installing of materials.

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CITY OF JACKSONVILLE, FLORIDA

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, EltonAlan, Inc. as Principal and The Ohio Casualty Insurance Company as Surety, are hereby held and firmly bound unto the City of Jacksonville, Florida, in the sum of Five Percent of Amount BID dollars ($5% of BID) as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The Conditions of the above obligation are such that whereas the Principal has submitted to the City of Jacksonville, Florida, a certain Proposal attached hereto and hereby made part hereof, to enter into a Contract Agreement in writing, for construction of Fire Station 43.

NOW THEREFORE,

(a) If said Proposal shall be rejected or withdrawn as provided in the Instructions to Bidders attached hereto or, in the alternative,

(b) If said Proposal shall be accepted and the Principal shall sign and deliver a formal contract document in the form of the Contract Agreement attached hereto (properly completed in accordance with said Proposal) and shall furnish the specified Bonds required by Section 12 of the Contract Documents in the amount equal to one hundred percent (100%) of the base bid within ten (10) consecutive days after the receipt of said contract,

thence this obligation shall be void, otherwise, it shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder

Docusign Envelope ID: B97979FA-171F-448F-AF8C-D6BABC002E95

in no event shall exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which such Proposal may be accepted, and said Surety does hereby waive notice of any such extension.

The sum herein stated shall be due and payable to the City of Jacksonville, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of said City of Jacksonville, Florida in good and lawful money of United States of America; as liquidated damages for failure thereof of said "Principal".

IN WITNESS WHEREOF, the said EltonAlan, Inc., as "Principal" herein, has caused these presents to be signed in its name by its President and attested by its Witness under its corporate seal, and the said * as "Surety" herein, has caused these presents to be signed in its name by its Attorney in Fact and attested by its Witness under its corporate seal, this 10th day of February A.D., 2026.

* The Ohio Casualty Insurance Company

EltonAlan, Inc. (SEAL)

AS PRINCIPAL

ATTEST:

Mike Holcomb

Its Witness

Rachel Lewis

Its President

Signed, Sealed and Delivered

Docusign Envelope ID: B97979FA-171F-448F-AF8C-D6BABC002E95

in the presence of:

_____

_Witness_____

By_____
AS SURETY

The Ohio Casualty Insurance Company

Seal No. 8991

Docusign Envelope ID: B97979FA-171F-448F-AF8C-D6BABC002E95

Liberty Mutual. SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214253 - 989719**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lee R. Stevens, Nicholas J. Stevens

all of the city of Denton state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of June, 2025.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of June, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of February, 2026.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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CONFLICT OF INTEREST CERTIFICATE

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

SECTION I

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

Rachel Lewis
Signature

EltonAlan Incorporated
Company Name

Rachel Lewis
Name of Official (type or print)

4463 Harbour North Ct
Business Address

Jacksonville, FL 32225
City, State, Zip Code

SECTION II

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

Name	Title of Position	Date of Filing

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.110 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official _____

Position Held _____

Position or Relationship with Bidder _____

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Subcontractors and Shop Fabricators

1. For all bids, the Bidder expressly agrees that:

   a. In accordance with bid requirements, bidder hereby furnishes the names, addresses and the scopes of work to be performed by the following listed subcontractors, who currently possess the qualifications required pursuant to Chapter 342, Jacksonville Ordinance Code and/or Chapter 489, Florida Statutes, for their respective scope(s) of work (compliance with this section requires that Bidders furnish, at a minimum, the names and addresses of their site utilities, mechanical, electrical, plumbing and roofing subcontractors – attach additional sheets if necessary).

SCHEDULE OF LICENSED SUBCONTRACTORS

SCOPE OF WORK	NAME OF SUBCONTRACTOR	ADDRESS
	TBD	

* To the extent applicable, bidders are required to indicate, as part of completing the above schedule, all scopes of work that they intend to self-perform and to provide their license numbers to evidence that they currently hold the required certifications, qualifications, or licensing necessary to self-perform the same (see § 489.131, Florida Statutes).

   b. In accordance with bid requirements, bidder hereby furnishes the names, addresses and the scopes of work to be performed by the following listed subcontractors and/or shop fabricators, that are NOT required to be certified, qualified, or licensed in accordance with chapter 342, Jacksonville Ordinance Code and/or Chapter 489, Florida Statutes, for their respective scope(s) of work which shall: (i) list ALL subcontractors and shop fabricators for each of their respective scope(s) of work; and (ii) certify that each listed subcontractor and shop fabricator is financially responsible, properly licensed and insured, experienced and qualified to perform their respective scope(s) of work necessary to construct the project in question in a good and workmanlike manner. (Attach additional sheets if necessary)

SCHEDULE OF All SUBCONTRACTORS & SHOP FABRICATORS

SCOPE OF WORK	NAME OF SUBCONTRACTOR AND/OR SHOP FABRICATOR	ADDRESS
	TBD	

2. In accordance with bid requirements, bidder hereby furnishes the following schedule of Major Items of Equipment to be furnished and installed. (Attach additional sheets if necessary)

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SCHEDULE OF MAJOR ITEMS OF EQUIPMENT

ITEM	DESRIPTION	MANUFACTURER

3. APPENDIX E – TRENCH SAFETY ACT

   a. If this project involves trench excavations which will exceed a depth of five (5) feet, pursuant to Chapter 90-96, Laws of Florida, which adopted The Occupational Safety and Health Administration's Excavation Safety Standards, 29 C.F.R. s. 1926.650, Subpart P, the requirements of the Florida Trench Safety Act will be in effect and the Bidder hereby certifies that such Act will be complied with during the construction of this project.

   b. Bidder acknowledges that included in the various items of the proposal and in the total bid price are costs for complying with the Florida Trench Safety Act. The Bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF,SY)	Quantity	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					
E.					
				TOTAL	

4. CONFINED SPACE ENTRY

   a. If this project involves man entry into confined spaces as defined in the Occupational Safety and Health Administration's Safety Standards, 29 C.F.R. 1910.146, 1926.21 and all other applicable parts, the requirements of the Safety Standard will be in effect and the Bidder hereby certifies that such Standard will be complied with during the construction of this project.

   b. The Bidder acknowledges that included in the various items of the proposal and in the total bid price are costs for complying with the Occupational Safety and Health Administration's Safety Standards for Confined Space Entry. The Bidder further identifies the costs to be summarized below:

	Entry Measure (Description)	Units of Measure (Each)	Quantity	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					
E.					
				TOTAL	

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Failure to complete the above may result in the bid being declared non-responsive.

5. DISQUALIFIED / PROBATIONARY / CONVICTED / SUSPENDED VENDORS

    a. All subcontractors and/or shop fabricators listed under the above sections shall not be on the City's Disqualified/Probationary Vendor's List or the State of Florida's Convicted and/or Suspended Vendors list. In this event, the subcontractor and/or shop fabricator will not be eligible to provide the services or materials for this project. The Contractor will absorb any additional cost incurred for having to select a different subcontractor and/or shop fabricator.

6. USE AND REPLACEMENT OF MAJOR SUBCONTRACTORS AND SHOP FABRICATORS

    a. The successful bidder shall employ the Subcontractors and shop fabricators specified in its bid for the class of work designated. Modification in any way whatsoever, without the written consent of the City of Jacksonville, will not be permitted.

    b. Consent by the City will be given only in those instances where the bidder presents written evidence that use of the listed Subcontractor or shop fabricator will not be in the best interests of the City.

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Full and Fair Consideration of Ex-Offenders For Awarded Contractor Direct Hiring
Revised April 2021

1. POLICY

It is the policy of the City of Jacksonville that the rehabilitation of ex-offenders is an essential component in a community fight against criminal activity; the hiring of ex-offenders into fair paying jobs helps restore the economic stability of ex-offenders, perpetuates their rehabilitation, reduces recidivism and contributes to a community crime free environment; providing consideration and opportunities to ex-offenders with companies doing business with the City of Jacksonville can be accomplished without compromising the security of the businesses, or the City and its citizens, and without unnecessarily depriving others of opportunities; and that the City of Jacksonville should take a leading role in the rehabilitation of ex-offenders, and has done so through the City's third-party service provider ex-offender re-entry programs that provide job training and/or job placement services to Ex-Offenders.

2. DEFINITIONS

For the purpose of this Section, the following definitions apply:

(1) *City Ex-Offender Program Providers* shall collectively mean the Jacksonville Sheriff's Office Jacksonville Re-Entry Center and any entity under contract with the City to provide job training and/or job placement services to Ex-Offenders.

(2) *Contractor* for purposes of this Section only shall mean a person or entity awarded a City contract in the amount of $200,000 or greater.

(3) *Ex-Offender* means a person who has pled guilty, no contest or nolo contendere to a felony offense; or has been found guilty of a felony offense by a judge or jury; regardless of adjudication of guilt.

(4) *Ex-Offender Program Provider* shall mean the Jacksonville Sheriff's Office Jacksonville Re- Entry Center, any entity under contract with the City to provide job training and/or job placement services to Ex-Offenders, or any other entity that specializes in job training and/or job placement services for Ex-Offenders.

3. CONSIDERATION FOR AWARD

No contract for construction, remediation or capital improvement in an amount of $200,000 or greater shall be awarded unless the responding bidder agrees in writing, by submission of its bid, including FORM 4A, to fully comply with Section 4 requirements as outlined herein. **Failure to submit the referenced FORM 4A at the time of bid submission may be grounds for determining a bid submission as non-responsive bid(s). The City reserves the right to reject any/all bids. A contractor complies with this section by indicating its intent on FORM 4A to provide full and fair consideration for ex-offenders who seek employment. A contractor is not required to actually employ an ex-offender at the time it bids for or is awarded a contract, subject to this policy.**

4. COMPLIANCE WITH THIS SECTION

Each awarded contractor will be required to report on its compliance with this section via a notarized Compliance Report to be submitted by the Contractor at the time of submission of progress payments.
And shall include the following information:

(i) The number of Ex-Offenders hired and currently working, or an explanation as to why no Ex-

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Offenders have been hired;

(ii) The number of Ex-Offenders interviewed for employment under the project;

(iii) An explanation as to why any Ex-Offender who applied for employment was refused employment;

(iv) Whether the Contractor maintains an employment policy that Ex-Offenders will be given full and fair consideration in employment;

(v) Whether the Contractor indicates on recruitment literature that Ex-Offenders will be given full and fair consideration in employment by the Contractor;

(vi) Whether a job opening under the project was available during the reporting period; and

(vii) Statement from the Contractor that the Contractor has contacted an Ex-Offender Program Provider no later than 30 days after the issuance of a notice to proceed under the project to obtain information regarding available Ex-Offenders for employment.

Additionally, each awarded Contractor must agree to do the following during the contracted period:

(1) Identify potential job opportunities under the project that may be available for Ex-Offenders after contract award;

(2) Consider for job placement after contract award at least one otherwise qualified Ex-Offender, to the extent a job opportunity is available under the project and an otherwise qualified Ex• Offender has applied for such job;

(3) Assist the City in addressing the goal of securing employment for Ex-Offenders by complying with the City's Procurement Rules Regarding Ex-Offenders, as may be amended.

Nothing in this Section 4.4 creates any cause of action by an individual or ex-offender against the City or the contractor for failure to hire. Nothing in this Section 4.4 requires a contractor to retain an ex-offender in employment for any definite length of time. However, a contractor should give consideration to ex-offenders pursuant to this section for replacement of personnel and or additional personnel.

5. NON-COMPLIANCE

If an awarded contractor fails to comply with the requirement of this section, the City may withhold payment due under the contract until the awarded contractor complies with Section 4.4. Upon determination by the City that an awarded contractor is not in compliance with this section, the awarded contractor will receive written notice of such non-compliance, and the awarded contractor will be required to reply to the Notice of Non-Compliance within ten (10) days. The written response must include the required documentation to show full compliance as specified in Section 4.4 herein. **Failure to comply with the section 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 bond(s) and disciplinary action, including contractor debarment, in accordance with Chapter 126, specifically Section 126.201(1). In the event a dispute arises as to whether the contractor has complied with Section 4.4, the Contract Administration Section of the Public Works Department shall engage the Office of the Ombudsman of the Finance and Administration Department to rule whether the contractor has complied. Such determination shall be made within (30) days from receipt by the Office of the Ombudsman. During the period of any contest or dispute, the contractor shall otherwise continue to perform under the contract.**

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FORM A — Acknowledgement/Commitment Form
Full and Fair Consideration of Ex-Offenders For
Awarded Contractor Direct Hiring

The bidder agrees to cooperate with the City of Jacksonville in addressing the goal of increasing public safety, reducing recidivism and securing employment for ex-offenders by affixing its signature below and by submission of a bid response. The bidder need not actually employ an ex-offender at the time of submitting its bid, but agrees to comply with Section 4 if awarded the contract. **Failure to submit signed FORM 4A at the time of bid submission may be grounds for determining a bid submission as "non-responsive," resulting in rejection of non-responsive bid(s). The City reserves the right to reject any/all bids.**

Bidder, by signing below, agrees to fully comply with Section 4 of the Bid Specification and do the following during the contract award term:

(1) Identify potential job opportunities under the project that may be available for Ex-Offenders after contract award;

(2) Consider for job placement after contract award at least one otherwise qualified Ex-Offender, to the extent a job opportunity is available under the project and an otherwise qualified Ex• Offender has applied for such job;

(3) Execute a notarized compliance tally report ("Compliance Report") at the time of submission of progress payment(s) on such Contractor's employment practices and experience during the project with respect to the hiring of Ex-Offenders that includes the following information: (i) the number of Ex-Offenders hired and currently working, or an explanation as to why no Ex-Offenders have been hired; (ii) the number of Ex-Offenders interviewed for employment under the project; (iii) an explanation as to why any Ex-Offender who applied for employment was refused employment; (iv) whether the Contractor maintains an employment policy that Ex-Offenders will be given full and fair consideration in employment; (v) whether the Contractor indicates on recruitment literature that Ex-Offenders will be given full and fair consideration in employment by the Contractor; (vi) whether a job opening under the project was available during the reporting period; and (vii) a statement from the Contractor that the Contractor has contacted an Ex-Offender Program Provider no later than 30 days after the issuance of a notice to proceed under the project to obtain information regarding available Ex-Offenders for employment; and

(4) Assist the City in addressing the goal of securing employment for Ex-Offenders by complying with the City's Procurement Rules Regarding Ex-Offenders, as may be amended.

After the award of contracts, failure of the awarded contractor to comply with this policy on providing full and fair consideration to ex-offenders for employment may result in the City exercising its remedies under Section 4.5.

EltonAlan Incorporated
Name of Bidder

17489-26 Fire Station 43
Project Name and Bid Number

Rachel Lewis
Authorized Signature and Title

Rachel Lewis
Printed Name

02/12/2026
Date

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Compliance Report
Full and Fair Consideration of Ex-Offenders for Awarded Contractor
Submitted with Progress Payments
This form must be notarized

Date:

Project Name & Bid No.

Invoice Number:

Payment Application Number:

Name of Contractor:

Authorized Signature and

Title: Printed Name:

Please review the following and respond accordingly, if applicable.

By Submission of this report, it is attested that the efforts below have been utilized in providing full and fair consideration to ex-offenders in the hiring practices of the above-named contractor in support of and in compliance with Section 4 of the project specifications/contract.	
1. Total number of Ex-Offenders hired and working on this project, during this pay period:	
a. If no Ex-Offenders were hired for this project, during this pay period, why?	
b. Is there a list or attachment of all ID numbers for the Ex-Offender hired for this project during this pay period?	Yes / No (circle one)
2. Total number of Ex-Offenders that were interviewed for employment for this project, during this pay period:	
a. Total number of Ex-Offenders that applied for employment for this project, during this pay period:	
3. Total number of Ex-Offenders that applied for employment for this project, during this pay period, and were refused employment:	
a. If the Ex-Offender was refused employment, why?	
4. Employment policy exists for this project, and during this pay period, stating that ex-offenders will be given full and fair consideration in employment this pay period?	Yes / No (circle one)
5. During this pay period, there is indication in recruitment literature that Ex-Offenders will be given full and fair consideration in employment by the contractor?	
6. Total number of employment openings for this project, during this pay period:	
7. An Ex-Offender Program Provider was contacted no later than **30 days** after the issuance of a notice to proceed under the project to obtain information regarding available Ex-Offenders for employment. ***List the providers name and give a statement below. (this is mandatory)***	Yes / No (circle one)

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Compliance Report
Full and Fair Consideration of Ex-Offenders for Awarded Contractor
Submitted with Progress Payments
This form must be notarized

If necessary, on a separate attachment, provide an explanation as to why no ex-offenders have been hired, including but not limited to, identifying any safety or security considerations, issues related to bonding or insurance, as applicable, whether any ex-offenders applied for employment, efforts made to recruit ex-offenders for employment and any specific impediments encountered that prevented ex-offenders from being hired.

Sworn to before me this_____day of_____, 20___ by
_____
(Name of affiant)

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

Signature of Notary _____

_____ _____
Notary's Printed Name **Expiration of Notary's Commission**

Affix Seal Here:

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Award Solicitation: Fire Station 43 Concrete Driveway Replacement

Solicitation: **Construction Bid 1700-19** Procurement BU: **CSU Bid** Response Due: **05/28/19 10:00** Solicitation Currency: **USD**	Responses Received: **7** Active Responses: **7** Shortlisted Responses: **7**	Invited Suppliers: **251** Will Participate: **19** Requested: **7**

Line Summary

Line	Item	Item Revision	Supplier	Business Relationship	UOM	Estimated Quantity	Estimated Total Amount	Award	Agreement Quantity	Pack	Response Price	Response Minimum Release Amount	Supplier Site	Response Date	Target Minimum Release Amount	Category Name	Line Type
1 Total Base Bid			Gilbert Engineering, Const	Spend Authorized				Yes		1	249,011.11	249,011.11	Default			413-CP Construction, Sidewalk	Group
1 Total Base Bid			Diamond Dermac Concrete	Spend Authorized				Yes		1	87,900.00	87,900.00	Default			413-CP Construction, Sidewalk	Group
1 Total Base Bid			Diamond, Inc.	Spend Authorized				Yes		1	152,794.11	152,794.11	Default			413-CP Construction, Sidewalk	Group
1 Total Base Bid			R&T Turnkey & Construction	Spend Authorized				Yes		1	251,429.21	251,429.21	Default			413-CP Construction, Sidewalk	Group
1 Total Base Bid			Hage Construction Company	Spend Authorized				No		1	266,355.00	266,355.00	Default			413-CP Construction, Sidewalk	Group
1 Total Base Bid			Gilbert Engineering, Const	Spend Authorized				No		1	294,000.00	294,000.00	Default			413-CP Construction, Sidewalk	Group
1 Total Base Bid			Marie Nicole, LLC	Spend Authorized				No		1	294,945.00	294,945.00	Default			413-CP Construction, Sidewalk	Group

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Award Solicitation: Fire Station 43 Concrete Driveway Replacement

Solicitation **Construction Bid 17489-26** Procurement BU **COJ BU** Close Date **2/12/2026 10:00** Solicitation Currency **USD**	Responses Received **7** Active Responses **7** Shortlisted Responses **7**	Invited Suppliers **251** Will Participate **19** Responded **7**

Overview

	1st Choice Engineering, Construction, & Development LLC	Diversified Drainage Concepts, Inc. Response: 458365	EltonAlan, Inc Response: 458444	GEC Trucking & Construction Inc Response: 456729	Hager Construction Company Response: 456741	Jax Utilities Management, Inc. Response: 458369	M&R Homes, LLC Response: 458210
Business Relationship	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized
Supplier Site	Oder/Remit	Oder/Remit	Oder/Remit	Oder/Remit	Oder/Remit	Oder/Remit	Oder/Remit
Supplier Contact	Ciambella, Bart	McAdoo, Thomas	Lewis, Rachel	Carter, Gene	Bochnia, Kim	James, Anne-Marie	Gonzalez, Michael
Response Status	Active	Active	Active	Active	Active	Active	Active
Shortlist Status	Included	Included	Included	Included	Included	Included	Included
Response Amount	349,811.29	82,883.00	152,794.11	251,428.11	396,303.00	298,350.40	254,605.00
Total Award Amount							
Time of Response	2/12/2026 9:35	2/10/2026 13:31	2/12/2026 8:12	2/12/2026 8:54	2/12/2026 8:40	2/11/2026 15:59	2/12/2026 9:03
Response Valid Until							
Reference Number							
Note to Buyer							
Attachments	No	No	No	No	No	No	No

Requirements

Requirement	Target Value	1st Choice Engineering, Construction, & Development LLC	Diversified Drainage Concepts, Inc. Response: 458365	EltonAlan, Inc Response: 458444	GEC Trucking & Construction Inc Response: 456729	Hager Construction Company Response: 456741	Jax Utilities Management, Inc. Response: 458369	M&R Homes, LLC Response: 458210
1. Affirmation								
1. Type name, title and email of person submitting bid in the comments box.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
Comments		Bart Ciambella, Vice President, Bart.Ciambella@1stChoiceECD.com	Thomas McAdoo, Owner, tommymcadoo68@gmail.com	Rachel Lewis VP	Gene E. Carter, Sr President/CEO	John W Hager, President	Charles D. Freshwater, President cfreshwater@jaxum.com	Michael Gonzalez, Operations Manager Michael@maerconstruction.com
2. Type name of company in the comments box.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
Comments		1st Choice Engineering Construction & Development	Diversified Drainage Concepts	EltonAlan Incorporated	GEC Trucking & Construction, Inc	Hager Construction Company	Jax Utilities Management, Inc.	M&R Homes, LLC dba M&R Construction
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	a. Acknowledge	a. Acknowledge	a. Acknowledge	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	a. Acknowledge	a. Acknowledge	a. Acknowledge	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	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
Comments		CBC# 1267366 , CUC# 1226289 , PE# 063185 , 40 years of experience.						
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.	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.	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.	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	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
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	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
2. Submittal Statement								
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	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
3. General Requirements								
1. Scope of Services: The Public Works 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. Construction completion within 45 days from notice to proceed		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
2. Please review and acknowledge attached Plans and Specifications.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	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. 1. All bidders on this project must be on the approved Pre-Qualified Bidders List in the **Horizontal** category (See Pre-Qualifying procedures) with the City of Jacksonville, Procurement Division prior to bid opening. 2. Bidding firm must be licensed General Contractor currently licensed by the State of Florida. 3. Bidder must be licensed to do business in the State of Florida and possess		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
4. Please review and acknowledge the attached requirements.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
5. The current City of Jacksonville Standard Specifications and City of Jacksonville Standard Details, including all Revisions published prior to the Bid Date by the Department of Public Works, shall be considered part of the Technical Specifications as far as these Documents apply to the proposed work included in the Contract Documents and Addenda. https://www.jacksonville.gov/departments/planning-and-development/development-services-division/review-group-(fka-drmg)/land-development-procedures-manual		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
6. The JEA Electrical Standards, Details and Materials, JEA Water & Sewer Standards, Details and Materials, including all Revisions published prior to the Bid Date by Electrical, Water & Sewer Divisions of the JEA, shall be considered part of the Technical Specifications, as far as these Documents apply to the proposed work included in the Contract Documents and Addenda.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
7. In addition, any applicable sections and supplements of the current version of "Florida Department of Transportation Standard Specifications for Road and Bridge Construction", shall be considered a part of the contract documents, as far as the applicable sections and Drawings or any Addenda thereto. Where a Section number of the Florida Department of Transportation Standard Specifications, and/or Index number of the Roadway and Traffic Design Standards are specified, then all other related applicable Sections and Index numbers shall also apply. In addition, any applicable Sections and Indexes of the current version of "Standard Plans for Road Construction" shall also be considered a part of the Contract Documents, as far as the applicable Sections and Indexes apply to the proposed work called for on the Contract Drawings or any Addenda thereto.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
8. Please review and acknowledge the attached requirements.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
9. Please review and acknowledge Incinerator Ash Material		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
10. Please review and acknowledge the Local Preference Policy for Certain Capital Projects. In accordance with Part 7 Subpart B of the Jax P-Code, for all capital improvement procurements of $7,000,000 or more that are awarded to a non-local business, the non-local business shall be required to use local business to perform or supply at least forty percent (40%) of the project based on the initial award amount (the Local Participation Requirement). The Chief of Procurement, in consultation with the using agency, may establish a lower participation percentage of no less than twenty percent (20%).		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
11. Please review and acknowledge the attached requirements.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
12. Federal Funding does not apply to this bid		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
4. Insurance Requirements								
1. CIP Construction Insurance Requirements		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
5. Price Sheet								
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. **Price Sheet** 1. PROPOSAL a. A Bidder must provide a price on each item listed. b. Unless stated otherwise by the City, all bid prices should include the furnishing and installing materials. c. Bidder must insert extended prices obtained by multiplying the proposed quantities times the unit prices. In case of errors, unit prices will govern. The corrected extended prices and corrected Total Base Bid will be used to determine the lowest qualified Bid. d. The Total Base Bid plus selected Alternate(s), if any, will be used to determine the lowest bidder. If selected, Alternate(s) will be awarded in the order listed (i.e. – 1,2,3…) e. 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. f. Bids in which the prices are obviously unbalanced are subject to rejection. The CITY shall not be liable to the CONTRACTOR for failure to reject or notify the Bidder of any unbalanced bid. 2. CONDITIONS IN BIDDER'S PROPOSAL a. The Bidder shall not stipulate in its Bid Proposal, or append thereto, any conditions contrary to those contained in the Contract Documents. 3. TAXES a. Bidders shall include in their bid prices any sales taxes or use taxes which they are required by law to pay. Bidders are reminded, it is the CONTRACTOR'S responsibility to pay all Florida Sales Taxes that are required to be paid to the State under the subject contract. These taxes, by State law, are not to be set forth as a separate line item. Therefore, the CONTRACTOR shall devise his own method to insure recovery. Additional allowances will not be made for failure to include these required taxes in the proposal. 4. QUANTITIES a. It is understood that the quantities set forth in the Proposal Form are calculated estimates, and that payment will be made only upon the actual quantities of work complete in place, measured as defined in the Contract Documents. It is the Bidder's responsibility to verify the scope and quantity of work included in lump sum bid items. No Adjustment in a lump sum bid price will be allowed for errors in quantity tabulations unless there is a change in the defined scope of work after receipt of the bids. b. It is anticipated that the quantities set forth in the Bid Proposal Form are reasonable and will not be exceeded. During the bid process, any Bidder finding a discrepancy larger than 10% of the estimated quantity shall bring the discrepancy to the attention of the ENGINEER. The quantity estimated will be checked and if found in error, an addendum will be published and distributed to all Bidders. Notwithstanding the foregoing, however, if during construction any quantity is exceeded, the overrun must be approved by the ENGINEER prior to proceeding with work to incorporate the item in the construction. No change order for this additional work will be required other than a final change order for the amount installed, except when any one pay item is increased by more than 20% of the quantity listed or when the total amount of all overruns or underruns exceeds $50,000. If any one of said quantities is adjusted greater than twenty percent (20%), then the unit price is subject to negotiation. c. It is expressly understood and agreed that the foregoing Total Bid(s) is/are the basis for establishing the amount of the Bid Security and is not to be construed to be a Lump Sum Proposal. 5. SUBSTITUTION OF "OR EQUAL" ITEMS a. The materials, devices, systems, appliances, or equipment designated in the Contract Documents by a manufacturer's, vendor's, proprietary or trade name; establish a standard of required function, dimensions, appearance and quality to be met. Wherever the designation of such items is not followed by "or equal", it shall be deemed that the words "or equal" do follow such designation. A Bidder may propose the substitution of items equaling or bettering the standards of those specified, upon submission to the ENGINEER, not less than 10 days (7 if informal) prior to the date for receipt of Bids, of complete information on the proposed substitute including its name, manufacturer, drawings, cut-sheets, performance, test data, and any other information required by the ENGINEER for evaluation of the proposed substitute. b. Approval, if granted, by the ENGINEER of a proposed substitute shall be in the form of an Addendum issued to all prospective bidders. Whenever a bidder proposes to furnish an approved substitute, it shall be responsible for and include in its base bid the cost of making all adjustments to accommodate the substitute including, but not limited to, structural elements, auxiliary equipment, piling, electrical, mechanical and control systems; which are required to provide a complete satisfactory operating installation of the substitute item. Approval of the substitute item shall be in the sole discretion of the ENGINEER upon its finding that it conforms to all structural, architectural, mechanical, electrical and other design criteria as well as required operating performance characteristics. Failure of the ENGINEER to complete the review and evaluation of a proposed substitute in time to issue an addendum prior to the receipt of Bids shall not authorize any Bidder to include such substitute in a Bid nor shall it be the basis of a protest by a Bidder. c. No substitute or "or equal" item which has not been previously approved as required by this Section, shall be included in the proposal. If, regardless of the above prohibition, a non-approved substitute item is shown on the proposal, it shall be disregarded in consideration of award, and if an award is made to such Bidder, the Bidder shall furnish the item as specified with no change in Bid price notwithstanding the substitute shown on the proposal. d. Following the award of a contract, substitution of any item from that specified or approved prior to receipt of bid, shall be requested in accordance with the applicable sections of the General Conditions (Construction)		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
6. Sample Contract								
1. Please review and acknowledge the attached sample contract.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
7. Owner Direct Material Purchase								
1. Please review and acknowledge the Owner Direct Materials Program. Direct Material Purchases Pursuant to Florida Statutes, Section 212.08(6), and Florida Administrative Code, Number 12A-1.094, the City of Jacksonville is exempt from Florida Sales Tax for the purchase of construction materials, supplies and/or equipment incorporated into a construction project. Furthermore, the Procurement Division is required per the Jax P-Code, 126.306 (h), to include Owner Direct Materials Purchase Order (ODPO) or Direct Materials Purchase Order (DMPO/DPO) in all capital improvement solicitations which requires the contractor to include on the schedule of values, a total line-item cost by material type for each supply purchase necessary for the project. This requirement applies to any line item (type of material) where the total cost of the type of material is $100,000 or more for non-JSEB suppliers, and $10,000 or more for JSEB suppliers, unless the Chief of Procurement determines, based on satisfactory written justification provided by the using agency, that the city's purchase of supplies for a capital improvement procurement is not feasible, economical, or beneficial to the city's interests. Per the solicitation clauses, the supplier will be responsible for all matters relating to the receipt of materials purchased by the city, including verifying correct quantities, inspection, and acceptance of the materials at the time of delivery. The supplier shall also bear the costs of all payment and performance bonds and insurance, including builder's risk insurance. The supplier shall be responsible for coordinating the delivery, storage, and incorporation of material purchases made by the city. Once the materials are incorporated in the project, they become the responsibility of the supplier. Failure by the supplier to comply with the tax exemption procedures, which will result in taxes, fines or damages to the city shall be the sole responsibility and liability of the supplier. The bid price is the contract price as awarded and must include any applicable sales tax. Material prices may fluctuate but there will be no increase to the contract price. **Any adjustments up or down to the original estimated cost are absorbed within the bid price. In addition, the supplier is required to register or already be registered in 1Cloud prior to any purchase request.** The Supplier link for registration is www.jacksonville.gov/supplierportal or Jacksonville.gov - Supplier Portal		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
8. Subcontractors and Shop Fabricators								
1. Please review and acknowledge attached requirement for subcontractors and shop fabricators.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
9. Bid Surety Requirements								
1. Bid / Surety Requirements 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		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge

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Award Solicitation: Fire Station 43 Concrete Driveway Replacement

Solicitation **Construction Bid 17489-26**	Responses Received **7**	Invited Suppliers **251**
Procurement BU **COJ BU**	Active Responses **7**	Will Participate **19**
Close Date **2/12/2026 10:00**	Shortlisted Responses **7**	Responded **7**
Solicitation Currency **USD**		

Lines

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

1 Total Base Bid

Line Type **Dollars**
Category Name **913.47 Construction, Sidewalk and Drivew**
Start Price
Current Price
Estimated Total Amount
Award Amount
Savings
Savings

	Target Value	1st Choice Engineering, Construction, & Development LLC	Diversified Drainage Concepts, Inc. Response: 458365	EltonAlan, Inc Response: 458444	GEC Trucking & Construction Inc Response: 456729	Hager Construction Company Response: 456741	Jax Utilities Management, Inc. Response: 458369	MAER Homes, LLC Response: 458210
Business Relationship		Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized
Supplier Site		Order/Remit	Order/Remit		Order/Remit	Order/Remit	Order/Remit	Order/Remit
Response Status		Active	Active	Active	Active	Active	Active	Active
Shortlist Status		Included	Included	Included	Included	Included	Included	Included
Rank		6	1	2	3	7	5	4
Line Pricing								
Response Price		349,811.29	82,883.00	152,794.11	251,428.11	356,303.00	298,350.40	254,605.00
Unit Price Savings								
Unit Price Savings Percent								
Award Decision								
Award		No	No	No	No	No	No	No
Award Amount								
Note to Buyer								
Attachments		No	No	No	No	No	No	No

Last Downloaded **2/17/2026 11:33**

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Department of Economic Development

A NEW DAY.

February 17, 2026

To: Dustin L. Freeman, Chief
Procurement Division

From: Gregory Grant, EBO/JSEB Administrator
Amin Raja, Business Compliance Analyst
Equal Business Opportunity Office / Jacksonville Small & Emerging Business Program

Initial GG

Re: 17489-26 Fire Station #43 Concrete Driveway Replacement

The Equal Business Opportunity Office has reviewed the lowest bidder/proposer for compliance with the Jacksonville Small and Emerging Business (JSEB) program. Based upon the review, and the areas of certification, the lowest bidder/proposer is **Elton Allan Inc.**, with a total base bid of $152,794.11, which does meet the JSEB goal of utilizing 100% JSEB.

Our review efforts are documented and available upon request. Please let us know if you have any questions or concerns. I can be reached at (904) 255-8167.

cc: Benjamin Kemp
Gregory Grant

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A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor

Department of Public Works
214 N. Hogan St., 10th Floor
Jacksonville, FL 32202
(904) 630-CITY
Jacksonville.gov

M E M O R A N D U M

TO: **Dustin Freeman, Chief**
Procurement Division

FROM: **Scott Carter, P. E., Chief**
Engineering & Construction Management Division

Signed by:
Scott Carter, P.E.
8D991E9ADEC947E...

SUBJECT: **Recommendation to Reject Low Bidder - Bid No. 17489-26**
Fire Station 43 Concrete Driveway Replacement

DATE: **March 16, 2026**

The Engineering & Construction Management Division has completed its review of bids received for **Bid No. 17489-26 – Fire Station 43 Concrete Driveway Replacement.**

Upon review of the bid submissions and contractor qualifications, it was determined that the **apparent low bidder, Diversified Drainage Concepts, Inc., does not hold the required City of Jacksonville Horizontal Construction Category qualification as specified in the solicitation documents.**

The solicitation required that bidders be properly qualified in the applicable **City Horizontal Construction Category at the time of bid submission.** This requirement ensures that contractors possess the appropriate experience and qualifications necessary to perform the scope of work associated with the project.

Because the apparent low bidder does not meet this required qualification, the bid is considered **non-responsive to the solicitation requirements.**

Accordingly, the Engineering & Construction Management Division recommends that the bid submitted by **Diversified Drainage Concepts, Inc.** be **rejected as non-responsive**, and that Procurement proceed with evaluation and potential award to the **next lowest responsive and responsible bidder** in accordance with the solicitation and City procurement regulations.

Please let us know if any additional information is needed to proceed.

cc: Renee Faris, Engineering Contract Manager

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Response History (Construction Bid 17489-26)

Messages (1) | Analyze by Spreadsheet | Done

Currency = US Dollar

Time Zone **US Eastern Time**

Title Fire Station 43 Concrete Driveway Replacement

Close Date 2/12/26 10:00 AM

Status Closed (Unlocked)

View ▾ Format ▾ **Detach** Wrap

Previous 1-7 of 7 Next

Select All	Row	Supplier	Supplier Site	Supplier Contact	Response	Status	Response Amount	Time of Response	Response Valid Until
☑	1	1st Choice Engineering, Construction, & Development LLC	Order/Remit	Ciambella, Bart	458389	Active	349,811.29	2/12/26 9:35 AM	
☐	2	Diversified Drainage Concepts, Inc.	Order/Remit	McAdoo, Thomas	458365	Active	82,883.00	2/10/26 1:31 PM	
☐	3	EltonAlan, Inc		Lewis, Rachel	458444	Active	152,794.11	2/12/26 8:12 AM	
☐	4	GEC Trucking & Construction Inc	Order/Remit	Carter, Gene	456729	Active	251,428.11	2/12/26 8:54 AM	

Columns Hidden 2

Response History (Construction Bid 17489-26)

Messages (1) | Analyze by Spreadsheet | Done

Currency = US Dollar

Time Zone **US Eastern Time**

Title Fire Station 43 Concrete Driveway Replacement

Close Date 2/12/26 10:00 AM

Status Closed (Unlocked)

View ▾ Format ▾ **Detach** Wrap

☐	3	EltonAlan, Inc		Lewis, Rachel	458444	Active	152,794.11	2/12/26 8:12 AM	
☐	4	GEC Trucking & Construction Inc	Order/Remit	Carter, Gene	456729	Active	251,428.11	2/12/26 8:54 AM	
☐	5	Hager Construction Company	Order/Remit	Bochnia, Kim	456741	Active	356,303.00	2/12/26 8:40 AM	
☐	6	Jax Utilities Management, Inc.	Order/Remit	James, Anne-Marie	458369	Active	298,350.40	2/11/26 3:59 PM	
☐	7	MAER Homes, LLC	Order/Remit	Gonzalez, Michael	458210	Active	254,605.00	2/12/26 9:03 AM	

Previous 1-7 of 7 Next

Columns Hidden 2

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A NEW DAY.

Bid Specifications

for

Fire Station 43 Concrete Driveway Replacement

Docusign Envelope ID: B97979FA-171F-448F-AF8C-D6BABC002E95

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	**Fire Station 43 Concrete Driveway Replacement**
Synopsis	**Work consists of furnishing all labor, materials, and equipment and performing all operations necessary for the JFRD Fire Station Apron & Driveway Repairs - Fire Station #43 project, as specified in the Contract Documents. The work includes, but is not limited to, site preparation, concrete driveway replacement, construction of a monolithic concrete pad with a turndown footer, drainage installation, asphalt repair, drop curb installation, sodding, temporary traffic control, erosion control & pollution abatement and all other related work in accordance with the Contract Drawings and Specifications.**
Buyer	**Benjamin Kemp**
E-Mail	**BKemp@coj.net**
Outcome	**Contract Purchase Agreement**

1.2 Schedule

Preview Date		Open Date	**1/14/26 3:39 PM**
Close Date	**2/12/26 10:00 AM**	Award Date	
Time Zone	**Eastern Standard Time**		
Pre-Bid Conference Location	**n/a**		
Pre-Bid Date/Time	**n/a**		
Question Cutoff Date/Time	**1/30/2026 @2:00 PM**		

1.3 Negotiation Controls

Response Visibility	**Sealed**

Lines Settings

Rank Indicator	**1,2,3...**
Ranking Method	**Price only**

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**

Docusign Envelope ID: B97979FA-171F-448F-AF8C-D6BABC002E95

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

*1. Type name, title and email 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 etc.

Docusign Envelope ID: B97979FA-171F-448F-AF8C-D6BABC002E95

Select one of the following:-

☐ a. Acknowledge

Comments:

*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.

*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
Bid Codes - PWEN - 502405-26.p	File	

Select one of the following:-

☐ a. Acknowledge

*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

2.2 Submittal Statement

*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.

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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.

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

*1. Scope of Services: The Public Works 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. Construction completion within 45 days from notice to proceed

Select one of the following:-

☐ a. Acknowledge

*2. Please review and acknowledge attached Plans and Specifications.

Attachments:

File Name or URL	Type	Description
2025-12-16 19L0030_21 FIRE STA	File	Plans
Bid Specifications - JFRD Fire	File	Specifications

Select one of the following:-

☐ a. Acknowledge

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

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1. All bidders on this project must be on the approvedPre-Qualified Bidders List in the **Horizontal** category (See Pre-Qualifyingprocedures) with the City of Jacksonville, Procurement Division prior to bid opening.

2. Bidding firm must be licensed General Contractor currently licensed by the State of Florida.

3. Bidder must be licensed to do business in the State of Florida and possess a Local Business Tax Certificate if applicable.

Select one of the following:-

☐ a. Acknowledge

*4. Please review and acknowledge the attached requirements.

Attachments:

File Name or URL	Type	Description
Executive Order 98-01.pdf	File	
EXECUTIVE ORDER NO. 2013-05.pd	File	

Select one of the following:-

☐ a. Acknowledge

*5.

The current City of Jacksonville Standard Specifications and City of Jacksonville Standard Details, including all Revisions published prior to the Bid Date by the Department of Public Works, shall be considered part of the Technical Specifications as far as these Documents apply to the proposed work included in the Contract Documents and Addenda.

https://www.jacksonville.gov/departments/planning-and-development/development-services-division/review-group-(fka-dmg)/land-development-procedures-manual

Select one of the following:-

☐ a. Acknowledge

*6.

The JEA Electrical Standards, Details and Materials, JEA Water & Sewer Standards, Details and Materials, including all Revisions published prior to the Bid Date by Electrical, Water & Sewer Divisions of the JEA, shall be considered part of the Technical Specifications, as far as these Documents apply to the proposed work included in the Contract Documents and Addenda.

Select one of the following:-

☐ a. Acknowledge

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*7.

In addition, any applicable sections and supplements of the current version of "Florida Department of Transportation Standard Specifications for Road and Bridge Construction", shall be considered a part of the contract documents, as far as the applicable sections and Drawings or any Addenda thereto. Where a Section number of the Florida Department of Transportation Standard Specifications, and/or Index number of the Roadway and Traffic Design Standards are specified, then all other related applicable Sections and Index numbers shall also apply.

In addition, any applicable Sections and Indexes of the current version of "Standard Plans for Road Construction" shall also be considered a part of the Contract Documents, as far as the applicable Sections and Indexes apply to the proposed work called for on the Contract Drawings or any Addenda thereto.

Select one of the following:-

☐ a. Acknowledge

*8. Please review and acknowledge the attached requirements.

Attachments:

File Name or URL	Type	Description
Construction Forms rev1. docx	File	
Payment Application Schedule o	File	
Improv-in-Progress Notificatio	File	

Select one of the following:-

☐ a. Acknowledge

*9. Please review and acknowledge Incinerator Ash Material requirements.

Attachments:

File Name or URL	Type	Description
Incinerator Ash Management Pla	File	

Select one of the following:-

☐ a. Acknowledge

*10. Please review and acknowledge the Local Preference Policy for Certain Capital Projects.

In accordance with Part 7 Subpart B of the Jax P-Code, for all capital improvement procurements of $7,000,000 or more that are awarded to a non-local business, the non-local business shall be required to use local business to perform or supply at least forty percent (40%) of the project based on the initial award amount (the Local Participation Requirement). The Chief of Procurement, in consultation with the using agency, may establish a lower participation percentage of no less than twenty percent (20%).

Attachments:

File Name or URL	Type	Description
Suppliers_Local_Participati on_	File	

Select one of the following:-

☐ a. Acknowledge

*11. Please review and acknowledge the attached requirements.

Attachments:

Docusign Envelope ID: B97979FA-171F-448F-AF8C-D6BABC002E95

File Name or URL	Type	Description
Ex-Offender Requirement Attach	File	

Select one of the following:-

☐ a. Acknowledge

*12. Federal Funding does not apply to this bid

Select one of the following:-

☐ a. Acknowledge

2.4 Insurance Requirements

*1. CIP Construction Insurance Requirements

Construction Projects
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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Builders Risk/Installation Floater **100% of Completed Value of the Project**

Such insurance shall be on a form acceptable to the CITY's Office of Insurance and Risk Management. The Builder's Risk policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum $10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. Named insured's shall be: CONTRACTOR, the CITY, and respective members, officials, employees and agents, the ENGINEER, and the PROGRAM MANAGEMENT FIRM(S) (when program management services are provided). The City of Jacksonville, its members, officials, officers, employees and agents are to be named as a loss payee.

Pollution Liability $1,000,000 per Loss
$2,000,000 Annual Aggregate

Any entity hired to perform services as part of this contract for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

Pollution Legal Liability $1,000,000 per Loss
$2,000,000 Aggregate

Any entity hired to perform services as a part of this contract that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this contract.

Watercraft Liability $1,000,000 Per Occurrence
(to the extent that watercraft is utilized in the services of this contract)

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 coverages and provides on an Occurrence basis all coverages listed above and shall be included in the Umbrella policy.

Railroad Protective Liability

In the event that any part of the work to be performed hereunder shall require the Contractor or its Subcontractors to enter, cross or work upon or beneath the property, tracks, or right-of-way of a railroad or railroads, the Contractor shall, before commencing any such work, and at its expense, procure and carry liability or protective insurance coverage in such form and amounts as each railroad shall require.

The original of such policy shall be delivered to the railroad involved, with copies to the Grantor, and their respective members, officials, officers, employee and agents.

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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.

I. Notice. The Provider shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the Tenant, as applicable, shall provide said thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Provider under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Provider shall present this Contract and the Insurance Requirements and Indemnification to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and (2)That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Provider.

Attachments:

File Name or URL	Type	Description
CIP Construction Insurance Req	File	

Select one of the following:-

☐ a. Acknowledge

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2.5 Price Sheet

*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.

Price Sheet

1. PROPOSAL

a. A Bidder must provide a price on each item listed.

b. Unless stated otherwise by the City, all bid prices should include the furnishing and installing materials.

c. Bidder must insert extended prices obtained by multiplying the proposed quantities times the unit prices. In case of errors, unit prices will govern. The corrected extended prices and corrected Total Base Bid will be used to determine the lowest qualified Bid.

d. The Total Base Bid plus selected Alternate(s), if any, will be used to determine the lowest bidder. If selected, Alternate(s) will be awarded in the order listed (i.e. – 1,2,3...).

e. 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.

f. Bids in which the prices are obviously unbalanced are subject to rejection. The CITY shall not be liable to the CONTRACTOR for failure to reject or notify the Bidder of any unbalanced bid.

2. CONDITIONS IN BIDDER'S PROPOSAL

a. The Bidder shall not stipulate in its Bid Proposal, or append thereto, any conditions contrary to those contained in the Contract Documents.

3. TAXES

a. Bidders shall include in their bid prices any sales taxes or use taxes which they are required by law to pay. Bidders are reminded, it is the CONTRACTOR'S responsibility to pay all Florida Sales Taxes that are required to be paid to the State under the subject contract. These taxes, by State law, are not to be set forth as a separate line item. Therefore, the CONTRACTOR shall devise his

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own method to insure recovery. Additional allowances will not be made for failure to include these required taxes in the proposal.

4. QUANTITIES

a. It is understood that the quantities set forth in the Proposal Form are calculated estimates, and that payment will be made only upon the actual quantities of work complete in place, measured as defined in the Contract Documents. It is the Bidder's responsibility to verify the scope and quantity of work included in lump sum bid items. No Adjustment in a lump sum bid price will be allowed for errors in quantity tabulations unless there is a change in the defined scope of work after receipt of the bids.

b. It is anticipated that the quantities set forth in the Bid Proposal Form are reasonable and will not be exceeded. During the bid process, any Bidder finding a discrepancy larger than 10% of the estimated quantity shall bring the discrepancy to the attention of the ENGINEER. The quantity estimated will be checked and if found in error, an addendum will be published and distributed to all Bidders. Notwithstanding the foregoing, however, if during construction any quantity is exceeded, the overrun must be approved by the ENGINEER prior to proceeding with work to incorporate the item in the construction. No change order for this additional work will be required other than a final change order for the amount installed, except when any one pay item is increased by more than 20% of the quantity listed or when the total amount of all overruns or underruns exceeds $50,000. If any one of said quantities is adjusted greater than twenty percent (20%), then the unit price is subject to negotiation.

c. It is expressly understood and agreed that the foregoing Total Bid(s) is/are the basis for establishing the amount of the Bid Security and is not to be construed to be a Lump Sum Proposal.

5. SUBSTITUTION OF "OR EQUAL" ITEMS

a. The materials, devices, systems, appliances, or equipment designated in the Contract Documents by a manufacturer's, vendor's, proprietary or trade name; establish a standard of required function, dimensions, appearance and quality to be met. Wherever the designation of such items is not followed by "or equal", it shall be deemed that the words "or equal" do follow such designation. A Bidder may propose the substitution of items equaling or bettering the standards of those specified, upon submission to the ENGINEER, not less than 10 days (7 if informal) prior to the date for receipt of Bids, of complete information on the proposed substitute including its name, manufacturer, drawings, cut-sheets, performance, test data, and any other information required by the ENGINEER for evaluation of the proposed substitute.

b. Approval, if granted, by the ENGINEER of a proposed substitute shall be in the form of an Addendum issued to all prospective bidders. Whenever a bidder proposes to furnish an approved substitute, it shall be responsible for and include in its base bid the cost of making all adjustments to accommodate the substitute including, but not limited to, structural elements, auxiliary equipment, piling, electrical, mechanical and control systems; which are required to provide a complete satisfactory operating installation of the substitute item. Approval of the substitute item shall be in the sole discretion of the ENGINEER upon its finding that it conforms to all structural, architectural, mechanical, electrical and other design criteria as well as required operating performance characteristics. Failure of the ENGINEER to complete the review and evaluation of a proposed substitute in time to issue an addendum prior to the receipt of Bids shall not authorize any Bidder to include such substitute in a Bid nor shall it be the basis of a protest by a Bidder.

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c. No substitute or "or equal" item which has not been previously approved as required by this Section, shall be included in the proposal. If, regardless of the above prohibition, a non-approved substitute item is shown on the proposal, it shall be disregarded in consideration of award, and if an award is made to such Bidder, the Bidder shall furnish the item as specified with no change in Bid price notwithstanding the substitute shown on the proposal.

d. Following the award of a contract, substitution of any item from that specified or approved prior to receipt of bid, shall be requested in accordance with the applicable sections of the General Conditions (Construction).

Attachments:

File Name or URL	Type	Description
1Cloud Bidding Price Sheet - J	File	

Select one of the following:-

☐ a. Acknowledge

2.6 Sample Contract

*1. Please review and acknowledge the attached sample contract.

Docusign Envelope ID: B97979FA-171F-448F-AF8C-D6BABC002E95

CONTRACT

BETWEEN
THE CITY OF JACKSONVILLE
AND

_____

FOR

_____

THIS CONTRACT, Executed as of this_____day of_____, 20___, by and between the CITY OF JACKSONVILLE, FLORIDA (hereinafter sometimes called the "Owner" or the "City"), a municipal corporation, in Duval County, Florida, and _____(hereinafter called the "Contractor") a_____corporation with office at_____,

WITNESSETH, That for the consideration and under the provisions hereinafter stated and referred to moving from each to the other of said parties, respectively, it is mutually understood and agreed as follows:

1. That Contractor is the lowest responsive and responsible bidder for furnishing, not by way of limitation, all labor, materials, equipment and performing all operations necessary for_____, all in accordance with plans and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made_____.

2. The Contractor will, at its own cost and expense, do the work required to be done and furnish the materials required to be furnished on said work in accordance with plans and specifications prepared by_____, bid numbered_____, bid date_____, designated as _____, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of the said

t for Project Specifications, May 10, 20

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Contractor, and award therefor (hereinafter collectively called the "Contract Documents") now on file in the Office of the Division Chief of the Procurement Division of the City of Jacksonville, all of which are, by this reference, hereby specifically made a part hereof to the same extent as if fully set out herein for an amount not-to-exceed____, at and for the prices and on the terms contained in the Contract Documents.

3. On Contractor's faithful performance of this Contract, the Owner will pay the Contractor in accordance with the terms and on the conditions stated in the Contract Documents.

4. Contractor shall submit and record all payment and performance bonds in the Official Records of Duval County, as required by Section 255.05, Florida Statutes.

5. Notwithstanding any provision to the contrary in this Contract or in the Contract Documents, the Owner has the absolute right to terminate this Contract without cause, for convenience, by giving the Contractor thirty (30) days advance written notice of the date of termination. Such notice shall be delivered by Certified United States Mail, return receipt requested; or by any other delivery method with evidence of receipt, to the Contractor's representative who signed this contract, at the address specified on the signature page.

6. If Contract is for in excess of one (1) year, insert term and renewal language.

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

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

aft for Project Specifications, May 10, 20

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IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, in duplicate, the day and year first above written.

ATTEST: **CITY OF JACKSONVILLE, FLORIDA**

By_____ By_____

James R. McCain, Jr.
Corporation Secretary

Lenny Curry, Mayor

OWNER

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded 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

Encumbrance & funding information is found on the next page.

Form Approved:

_____
Office of General Counsel

ATTEST: **INSERT NAME OF CONTRACTOR**

_____ _____
Signature Signature

_____ _____
Type/Print Name Type/Print Name

_____ _____
Title Title

Address:

_____

_____

_____

CONTRACTOR

aft for Project Specifications, May 10, 20

Attachments:

File Name or URL	Type	Description
CONTRACT EXAMPLE. docx	File	

Select one of the following:-

☐ a. Acknowledge

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2.7 Owner Direct Material Purchase

*1. Please review and acknowledge the Owner Direct Materials Program.

Direct Material Purchases

Pursuant to Florida Statutes, Section 212.08(6), and Florida Administrative Code, Number 12A-1.094, the City of Jacksonville is exempt from Florida Sales Tax for the purchase of construction materials, supplies and/or equipment incorporated into a construction project. Furthermore, the Procurement Division is required per the Jax P-Code, 126.306 (h), to include Owner Direct Materials Purchase Order (ODPO) or Direct Materials Purchase Order (DMPO/DPO) in all capital improvement solicitations which requires the contractor to include on the schedule of values, a total line-item cost by material type for each supply purchase necessary for the project.

This requirement applies to any line item (type of material) where the total cost of the type of material is $100,000 or more for non-JSEB suppliers, and $10,000 or more for JSEB suppliers, unless the Chief of Procurement determines, based on satisfactory written justification provided by the using agency, that the city's purchase of supplies for a capital improvement procurement is not feasible, economical, or beneficial to the city's interests.

Per the solicitation clauses, the supplier will be responsible for all matters relating to the receipt of materials purchased by the city, including verifying correct quantities, inspection, and acceptance of the materials at the time of delivery. The supplier shall also bear the costs of all payment and performance bonds and insurance, including builder's risk insurance. The supplier shall be responsible for coordinating the delivery, storage, and incorporation of material purchases made by the city. Once the materials are incorporated in the project, they become the responsibility of the supplier. Failure by the supplier to comply with the tax exemption procedures, which will result in taxes, fines or damages to the city shall be the sole responsibility and liability of the supplier.

The bid price is the contract price as awarded and must include any applicable sales tax. Material prices may fluctuate but there will be no increase to the contract price. **Any adjustments up or down to the original estimated cost are absorbed within the bid price. In addition, the supplier is required to register or already be registered in 1Cloud prior to any purchase request.** The Supplier link for registration is www.jacksonville.gov/supplierportal or Jacksonville.gov - Supplier Portal

Attachments:

File Name or URL	Type	Description
Direct materials wording Ordin	File	

Select one of the following:-

☐ a. Acknowledge

2.8 Subcontractors and Shop Fabricators

*1. Please review and acknowledge attached requirement for subcontractors and shop fabricators.

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Subcontractors and Shop Fabricators

1. For all bids, the Bidder expressly agrees that:

   a. In accordance with bid requirements, bidder hereby furnishes the names, addresses and the scopes of work to be performed by the following listed subcontractors, who currently possess the qualifications required pursuant to Chapter 342, Jacksonville Ordinance Code and/or Chapter 489, Florida Statutes, for their respective scope(s) of work (compliance with this section requires that Bidders furnish, at a minimum, the names and addresses of their site utilities, mechanical, electrical, plumbing and roofing subcontractors – attach additional sheets if necessary).

SCHEDULE OF LICENSED SUBCONTRACTORS

SCOPE OF WORK	NAME OF SUBCONTRACTOR	ADDRESS

- To the extent applicable, bidders are required to indicate, as part of completing the above schedule, all scopes of work that they intend to self-perform and to provide their license numbers to evidence that they currently hold the required certifications, qualifications, or licensing necessary to self-perform the same (see § 489.131, Florida Statutes).

   b. In accordance with bid requirements, bidder hereby furnishes the names, addresses and the scopes of work to be performed by the following listed subcontractors and/or shop fabricators, that are NOT required to be certified, qualified, or licensed in accordance with chapter 342, Jacksonville Ordinance Code and/or Chapter 489, Florida Statutes, for their respective scope(s) of work which shall: (i) list ALL subcontractors and shop fabricators for each of their respective scope(s) of work; and (ii) certify that each listed subcontractor and shop fabricator is financially responsible, properly licensed and insured, experienced and qualified to perform their respective scope(s) of work necessary to construct the project in question in a good and workmanlike manner. (Attach additional sheets if necessary)

SCHEDULE OF All SUBCONTRACTORS & SHOP FABRICATORS

SCOPE OF WORK	NAME OF SUBCONTRACTOR AND/OR SHOP FABRICATOR	ADDRESS

2. In accordance with bid requirements, bidder hereby furnishes the following schedule of Major Items of Equipment to be furnished and installed. (Attach additional sheets if necessary)

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SCHEDULE OF MAJOR ITEMS OF EQUIPMENT

ITEM	DESRIPTION	MANUFACTURER

3. APPENDIX E – TRENCH SAFETY ACT

   a. If this project involves trench excavations which will exceed a depth of five (5) feet, pursuant to Chapter 90-96, Laws of Florida, which adopted The Occupational Safety and Health Administration's Excavation Safety Standards, 29 C.F.R. s. 1926.650, Subpart P, the requirements of the Florida Trench Safety Act will be in effect and the Bidder hereby certifies that such Act will be complied with during the construction of this project.

   b. Bidder acknowledges that included in the various items of the proposal and in the total bid price are costs for complying with the Florida Trench Safety Act. The Bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Quantity	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					
E.					
				TOTAL	

4. CONFINED SPACE ENTRY

   a. If this project involves man entry into confined spaces as defined in the Occupational Safety and Health Administration's Safety Standards, 29 C.F.R. 1910.146, 1926.21 and all other applicable parts, the requirements of the Safety Standard will be in effect and the Bidder hereby certifies that such Standard will be complied with during the construction of this project.

   b. The Bidder acknowledges that included in the various items of the proposal and in the total bid price are costs for complying with the Occupational Safety and Health Administration's Safety Standards for Confined Space Entry. The Bidder further identifies the costs to be summarized below:

	Entry Measure (Description)	Units of Measure (Each)	Quantity	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					
E.					
				TOTAL	

Failure to complete the above may result in the bid being declared non-responsive.

5. DISQUALIFIED / PROBATIONARY / CONVICTED / SUSPENDED VENDORS

   a. All subcontractors and/or shop fabricators listed under the above sections shall not be on the City's Disqualified/Probationary Vendor's List or the State of Florida's Convicted and/or Suspended Vendors list. In this event, the subcontractor and/or shop fabricator will not be eligible to provide the services or materials for this project. The Contractor will absorb any additional cost incurred for having to select a different subcontractor and/or shop fabricator.

6. USE AND REPLACEMENT OF MAJOR SUBCONTRACTORS AND SHOP FABRICATORS

   a. The successful bidder shall employ the Subcontractors and shop fabricators specified in its bid for the class of work designated. Modification in any way whatsoever, without the written consent of the City of Jacksonville, will not be permitted.

   b. Consent by the City will be given only in those instances where the bidder presents written evidence that use of the listed Subcontractor or shop fabricator will not be in the best interests of the City.

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Attachments:

File Name or URL	Type	Description
Subcontractors and Shop Fabric	File	

Select one of the following:-

☐ a. Acknowledge

2.9 Bid Surety Requirements

*1.

Bid / Surety Requirements

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

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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

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

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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

2.10 Response Attachments

*1. **Attach Overall Proposal Document Here, Use the following naming convention: Supplier_Name Overall Proposal Document. Include all response pages in a single ".PDF" format file.**

If the proposer desires, the Company financial reports can be submitted in a separate .pdf file from the proposal file. However, the file name must include the word "Confidential". For Example: "XYZ Engineering – Confidential Financial Info.pdf".

Hint: Attach Overall Proposal Document Here, Use the following naming convention: Supplier_Name Overall Proposal Document. Include all response pages in a single ".PDF" format file.

Select one of the following:-

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

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3 Lines

3.1 Line Information

Line	Estimated Quantity	Response Price	Line Amount	Response Minimum Release Amount
1-Total Base Bid				

3.2 Line Details

3.2.1 Line 1 Total Base Bid

Category Name	**913.47 Construction, Sidewalk and Driveway (Includes Pedestrian and Handicap Ramps)**
Allow Alternate Lines	**No**
Target Minimum Release Amount (USD)	
Start Price (USD)	
Estimated Total Amount (USD)	

4 Contract Terms

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A. Solicitation Overview

A.1. Scope of Work

The Public Works 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 Fire Station 43 Concrete Driveway Replacement as listed in the bid documents.

A.2. Award

Award will be **ALL OR NONE** to the lowest responsive, responsible bidder(s) subject to the Buy American Preference clause described below. Bidders must bid on all items to be considered for award. The City reserves the right to reject any or all bids. **ALL** awards are subject to the availability of funds.

A.3. 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. Participation Percentage Plan for Jacksonville Small Business Program

The following goals apply to this contract and submissions of a bid by a prospective contractor shall constitute full acceptance of all conditions outlined in the bid documents, Chapter 126, Jacksonville Ordinance Code, and the prospective contractor's bid proposal.

The attainment of JSEB participation goals established for this contract will be: (i) based upon JSEBs certified by the City AT THE TIME OF BID OPENING in accordance with Part 6 of Chapter 126, Jacksonville Ordinance Code; and (ii) measured as a percentage of the total dollar value of the contract or, in the case of alternates, the percentage is calculated on the base bid for the purpose of the award; however, the contractor is expected to make every attempt to meet or exceed the stated goals when the alternates are awarded.

QUALIFYING COMMODITY CODES: 909.76; 912.23; 913.19; 913.45; 913.47; 914.30; 925.17; 962.39; 988.52

The designation of this project is Participation. As such, 20 percent to be performed by City certified JSEBs. The percentage may be met in any combination, however, JSEB certifications must be in effect at the time of time of Bid Opening.

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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.

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.

C.10. 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.11. 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.12. 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.13. 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.14. 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.

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C.15. 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.16. 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.

C.17. 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.

C.18. 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.19. 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.20. 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.21. Marketing / Advertising

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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.22. 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 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.23. 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.24. 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.

C.25. 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.

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C.26. 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 charge to the City or its agencies.

C.27. Prices

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

C.28. 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.29. 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.30. 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

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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 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.31. 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.32. 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.33. 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

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d. Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The 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.34. 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.35. 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.36. 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.37. 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.38. 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.39. 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.

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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, 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.40. 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.41. Samples

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.42. Solicitation Silence Policy

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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 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

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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.

C.43. 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.44. 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.45. 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.46. 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.47. Taxes

The City of Jacksonville is exempt from the following taxes: (a) State of Florida Sales Tax by

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Certificate No 85-8012621607C-8; and, (b) Manufacturer's Federal Excise Tax Registration No. 59-6000.344.

C.48. W-9 Requirement

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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A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
(904) 630-CITY; www.jacksonville.gov

NOTIFICATION OF RECOMMENDED BID REJECTION

Date: March 23rd, 2026

Email: tommymcadoo68@gmail.com

Company Name: Diversified Drainage Concepts, Inc.

Address: 1953 Brookview Drive S.,JACKSONVILLE, FL 32246

Contact Name: McAdoo, Thomas

Bid No: Construction Bid: 17489-26

Title: Fire Station 43 Concrete Driveway Replacement.

Date Closed: February 12th, 2026

Reason for Recommended Bid Rejection: Failure to meet minimum requirement, All bidders on this project must be on the approved Pre-Qualified Bidders List in the Horizontal category (See Pre-Qualifying procedures) with the City of Jacksonville, Procurement Division prior to bid opening.

If you wish to protest the recommended rejection of this bid, please respond in accordance with the City of Jacksonville's bid protest procedures and email a copy to the City Purchasing Analyst associated with the protested bid.

Note: This intended action is only a recommendation to the appropriate Awarding Authority. The authority recommending award for this bid is the Jacksonville Procurement Awards Committee scheduled for **Thursday, March 26th, 2026.**

Purchasing Analyst's Signature: Benjamin Kemp
Benjamin Kemp, Purchasing Analyst