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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: CMAR Services - Metropolitan Park and Shipyards West Park

**Requested Action and Justification:**

Recommend approval of award to enter contract and fee negotiations with the highest ranked firm, The Haskell Company. In accordance with the Consultants' Competitive Negotiation Act (CCNA), Florida Statute 287.055, The Haskell Company was determined to be the most qualified firm and is recommended for negotiation. The results of the negotiations will be presented to JPAC.

1. The Haskell Company - 120.25
2. Gilbane Building Company - 114.00
3. AJAX Building Company - 112.33

| | | | | | |
|---|---|---|---|---|---|
| **Supplier:** | THe Haskell Company | **Basis of Award:** | Highest Evaluated | **BID Opening Date:** | 12/18/2025 |

| | | | | | |
|---|---|---|---|---|---|
| **POA #:** | TBD | **PO #:** | TBD | **Change Order #:** | N/A |
| **Solicitation #:** | CMAR 17091 25 | **Contract #:** | TBD | **Contract ADM #:** | N/A |
| **Term:** | Project Completion | **Options:** | N/A | **Options Used:** | N/A |

| | | | |
|---|---|---|---|
| **Federally Funded:** | No | **JSEB Rec:** | Encouragement |
| **Licenses Verified:** | Yes | **JSEB %:** | 0 |
| **Bonds Required:** | No | **Bonds Waived Pursuant To:** | N/A |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Fund:** | 000000 | **Center:** | 000000 | **Acct:** | 000000 | **Proj:** | 00000000 | **Activity:** | 0000000000 | $ 0.00 |
| **Fund:** | | **Center:** | | **Acct:** | | **Proj:** | | **Activity:** | | $ |
| **Fund:** | | **Center:** | | **Acct:** | | **Proj:** | | **Activity:** | | $ |

| | | | | | |
|---|---|---|---|---|---|
| **New NTE/GMP:** | $ 0.00 | **Contingent Amt:** | $ 0.00 | **DMP/ODPO Amt:** | $ 0.00 |

| | | | |
|---|---|---|---|
| **Using Agency/BU:** | PWEN:ENGINEERING AND CONSTRUCTION MANAGEMENT | | |
| **Concurrence:** | Signed by: Scott Carter, P.E. 20991F9ADFC947E... | **Title:** | CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT 3/18/2026 |
| **Concurrence:** | 1EFA223D5D23487... | **Title:** | DIRECTOR OF PUBLIC WORKS 3/19/2026 |
| **Concurrence:** | | **Title:** | |
| **Concurrence:** | | **Title:** | |

Initial DT
Initial DT

| | | | |
|---|---|---|---|
| **Procurement Analyst/Buyer:** | Signed by: Kemp, Benjamin 4C8860FACE2449C... | **Chief of Procurement:** | Signed by: 3/24/2026 B10F1D51735245 6... |
| **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.*

| Total Points | 30 Points | 20 Points | 10 Points | 5 Points | 10 Points | 5 Points | 5 Points | 5 Points | 10 Points | 30 Points | OVERALL | Rank |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Vendors | COMPETENCE | PAST AND PRESENT RECORD OF PROFESSIONAL ACCOMPLISHMENTS WITH CITY AGENCIES AND OTHERS | ABILITY TO PROVIDE CMAR SERVICES | CURRENT WORKLOAD | TIME AND BUDGET | VOLUME OF CURRENT AND PRIOR WORK FOR USING AGENCY | FINANCIAL RESPONSIBILITY | LOCATION | QUALITY CONTROL PLAN | INTERVIEWS | Total Points (130 max) | |
| | AJAX Building Company | | | | | | | | | | | |
| **GRADER 1** | 29.00 | 17.50 | 10.00 | 4.50 | 10.00 | 5.00 | 5.00 | 5.00 | 10.00 | 28.00 | 124.00 | |
| **GRADER 2** | 27.00 | 17.00 | 10.00 | 4.00 | 8.50 | 5.00 | 5.00 | 5.00 | 9.50 | 26.00 | 117.00 | **3** |
| **GRADER 3** | 25.00 | 17.00 | 9.00 | 4.00 | 4.00 | 5.00 | 5.00 | 4.00 | 7.00 | 16.00 | 96.00 | |
| **Average** | **27.00** | **17.17** | **9.67** | **4.17** | **7.50** | **5.00** | **5.00** | **4.67** | **8.83** | **23.33** | **112.33** | |
| | Gilbane Building Company | | | | | | | | | | | |
| **GRADER 1** | 28.00 | 18.50 | 10.00 | 4.50 | 10.00 | 5.00 | 5.00 | 5.00 | 10.00 | 28.50 | 124.50 | |
| **GRADER 2** | 28.00 | 18.50 | 10.00 | 4.00 | 9.50 | 5.00 | 5.00 | 5.00 | 10.00 | 26.00 | 121.00 | **2** |
| **GRADER 3** | 23.00 | 17.00 | 9.00 | 2.00 | 4.00 | 5.00 | 4.50 | 4.00 | 7.00 | 21.00 | 96.50 | |
| **Average** | **26.33** | **18.00** | **9.67** | **3.50** | **7.83** | **5.00** | **4.83** | **4.67** | **9.00** | **25.17** | **114.00** | |
| | PCL Construction Services, Inc | | | | | | | | | | | |
| **GRADER 1** | 29.00 | 18.00 | 10.00 | 5.00 | 10.00 | 5.00 | 4.50 | 5.00 | 10.00 | | 96.50 | |
| **GRADER 2** | 29.00 | 18.00 | 10.00 | 4.50 | 9.00 | 5.00 | 5.00 | 5.00 | 10.00 | | 95.50 | **4** |
| **GRADER 3** | 19.00 | 15.00 | 7.00 | 3.00 | 4.00 | 5.00 | 5.00 | 4.00 | 6.00 | | 68.00 | |
| **Average** | **25.67** | **17.00** | **9.00** | **4.17** | **7.67** | **5.00** | **4.83** | **4.67** | **8.67** | | **86.67** | |
| | Perry-McCall Construction Inc | | | | | | | | | | | |
| **GRADER 1** | 28.75 | 17.00 | 10.00 | 4.50 | 10.00 | 2.00 | 4.75 | 5.00 | 10.00 | | 92.00 | |
| **GRADER 2** | 30.00 | 19.00 | 10.00 | 5.00 | 10.00 | 2.00 | 5.00 | 5.00 | 10.00 | | 96.00 | **6** |
| **GRADER 3** | 20.00 | 16.00 | 8.00 | 2.00 | 5.00 | 2.00 | 5.00 | 5.00 | 6.00 | | 69.00 | |
| **Average** | **26.25** | **17.33** | **9.33** | **3.83** | **8.33** | **2.00** | **4.92** | **5.00** | **8.67** | | **85.67** | |
| | Stellar Group Incorporated | | | | | | | | | | | |
| **GRADER 1** | 28.25 | 17.00 | 10.00 | 4.50 | 10.00 | 4.00 | 4.75 | 5.00 | 10.00 | | 93.50 | |
| **GRADER 2** | 29.00 | 18.00 | 10.00 | 5.00 | 9.00 | 4.00 | 5.00 | 5.00 | 9.50 | | 94.50 | **5** |
| **GRADER 3** | 19.00 | 15.00 | 8.00 | 4.00 | 5.00 | 4.00 | 4.50 | 5.00 | 6.00 | | 70.50 | |
| **Average** | **25.42** | **16.67** | **9.33** | **4.50** | **8.00** | **4.00** | **4.75** | **5.00** | **8.50** | | **86.17** | |
| | The Haskell Company | | | | | | | | | | | |
| **GRADER 1** | 29.75 | 20.00 | 10.00 | 5.00 | 10.00 | 2.00 | 5.00 | 5.00 | 10.00 | 29.50 | 126.25 | |
| **GRADER 2** | 30.00 | 19.00 | 10.00 | 4.50 | 9.50 | 2.00 | 5.00 | 5.00 | 10.00 | 28.00 | 123.00 | **1** |
| **GRADER 3** | 26.50 | 19.00 | 10.00 | 3.00 | 5.00 | 2.00 | 5.00 | 5.00 | 9.00 | 27.00 | 111.50 | |
| **Average** | **28.75** | **19.33** | **10.00** | **4.17** | **8.17** | **2.00** | **5.00** | **5.00** | **9.67** | **28.17** | **120.25** | |

John M. Baxter
March 17, 2026

**APPROVED**

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# A NEW DAY.

Bid Specifications

for

(CMAR) Services - Metropolitan Park & Shipyards West Park

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

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

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

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

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# 1 Overview

## 1.1 General Information

| | |
|---|---|
| Title | **(CMAR) Services - Metropolitan Park & Shipyards West Park** |
| Synopsis | **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. The City of Jacksonville intends to improve the existing Metropolitan Park and transform the Shipyards West property by installing a public park. Current funding for the Shipyards West Project is $94,700,000 and Metropolitan Park is $38,500,000 as established in the City's Capital Improvement Plan. These amounts are inclusive of design, permitting, construction inspection, CMAR preconstruction and all services required for the CMAR to complete the project. Please Review attachments to this section.** |
| Amendment Date | **12/9/25 2:36 PM** |
| Amendment Description | **The purpose of this addendum is to provide the questions and answers for this solicitation.** |

| | | | |
|---|---|---|---|
| Buyer | **Benjamin Kemp** | Outcome | **Contract Purchase Agreement** |
| E-Mail | **BKemp@coj.net** | Two Stage Evaluation | **Yes** |

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

## 1.2 Schedule

| | | | |
|---|---|---|---|
| Preview Date | | Open Date | **12/9/25 2:36 PM** |
| Close Date | **12/18/25 10:00 AM** | Award Date | |
| Time Zone | **Eastern Standard Time** | | |
| Pre-Bid Conference Location | | | |
| Pre-Bid Date/Time | **n/a** | | |
| Question Cutoff Date/Time | **11/21/2025 @10:00 AM** | | |

## 1.3 Negotiation Controls

| | |
|---|---|
| Response Visibility | **Sealed** |

**Lines Settings**

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

## 1.4 Response Rules

*This negotiation is governed by all the rules displayed below.*

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

## 1.5 Terms

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

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### 1.6 Attachments

| File Name or URL | Type | Description |
|---|---|---|
| 17091-25 Q&A.pdf | File | Question and Answer |

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## 2 Requirements

**Response is required*

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

### 2.1 Affirmation (Preliminary Response Stage)

*1.

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

Select one of the following:-

☐ a. Acknowledge

Comments:

*2.

Type name of company in the comments box.

Select one of the following:-

☐ a. Acknowledge

Comments:

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

Select one of the following:-

☐ a. Acknowledge

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

Select one of the following:-

☐ a. Acknowledge

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

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etc.

Select one of the following:-

☐ a. Acknowledge

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

Attachments:

| File Name or URL | Type | Description |
|---|---|---|
| CONFLICT OF INTEREST CERTIFICA | File | |

Select one of the following:-

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

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

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

Attachments:

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

Select one of the following:-

☐ a. Acknowledge

*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 (Preliminary Response Stage)

*1. Submittal Statement

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

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

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

Bidder certifies that it has carefully examined the foregoing Proposal after the same was

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

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

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

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

Select one of the following:-

☐ a. Acknowledge

## 2.3 General Requirements (Preliminary Response Stage)

*1. Scope of Services: The 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. The City of Jacksonville intends to improve the existing Metropolitan Park and transform the Shipyards West property by installing a public park. Current funding for the Shipyards West Project is $94,700,000 and Metropolitan Park is $38,500,000 as established in the City's Capital Improvement Plan. These amounts are inclusive of design, permitting, construction inspection, CMAR preconstruction and all services required for the CMAR to complete the project. Please Review attachments to this section.

Documents Available for Inspection

- 60% Plans for the Shipyards Project is available.
- 60% Met park Plans Project Available
- City Standard Specifications TO: ALL USERS OF CITY STANDARD SPECIFICATIONS (coj.net)
- City Standard Details COJ.net - City Standard Details (DWG + PDF Formats)

Arrangements for inspection should be made with the Contact Person. Copies of documents will be furnished to the extent permitted by law.

*** DOCUMENTS IN THIS SECTION SUPERSEDE THE TEMPLATE CONTRACT TERMS AND CONDITIONS

Attachments:

| File Name or URL | Type | Description |
|---|---|---|
| General Instructions for CMAR | File | General Instructions |

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| | | |
|---|---|---|
| Scope of Work Attachment_r.pdf | File | Scope of Work |
| Shipyards West Park 60 Set - V | File | Shipyards West Volume 1 |
| Shipyards West Park 60 Set - V | File | Shipyards West Volume 2 |
| Metropolitan Park_DD Submittal | File | Metro Park |

Select one of the following:-

☐ a. Acknowledge

*2. The Proposer must satisfy and submit proof of the following mandatory minimum requirements in order for its Response to be evaluated. By submitting a Response, the Proposer warrants and represents that it satisfies these requirements. Failure to meet any of the requirements below shall render the Response non-responsive and it will not be evaluated.

1. Corporate Experience
   - Proposer shall have been actively engaged in providing Construction Management-at-Risk (CMAR) services for a minimum of five (5) years under its current business name.

2. Licensing and Authorization
   - Proposer must be duly authorized to transact business in the State of Florida.
   - Proposer must hold and maintain all required professional service registrations and construction licenses in accordance with applicable Florida statutes, regulations, and rules.
   - Proposer must possess a valid State of Florida Certified General Contractor License and a current Florida Business and Professional Registration Certificate.

3. Relevant Project Experience
   - Mandatory: Proposer shall have demonstrated design and construction experience in marine/waterfront infrastructure and heavy civil projects of similar size and complexity, including but not limited to bulkheads, piers, docks, shoreline stabilization, dredging, and utility relocations.
   - Preferred: Experience in parks, recreational facilities, and public realm improvements, including pedestrian amenities, landscaping, and site civil work, is preferred.

Select one of the following:-

☐ a. Acknowledge

*3. 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

*4. Please review and acknowledge the attached requirements.

Attachments:

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

Select one of the following:-

☐ a. Acknowledge

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*5.

**Revisions to the Solicitation**

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

A.2 Award

A.4 Quantities

Select one of the following:-

☐ a. Acknowledge

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*6.

**RESPONSE FORMAT**

To maintain comparability and facilitate the evaluation process, Responses shall be organized in the manner set forth below. Tab delineations for each of the five (5) sections listed below would be helpful. **Section 5, the Statement of Qualifications is limited to a maximum of FIFTEEN written pages.**

- All responses must be submitted electronically through the City of Jacksonville's Oracle 1cloud Procurement System by the date and time indicated.
- No paper copies, cd's, or flash drives will be accepted.
- Proposers shall upload one (1) complete PDF document containing their SOQ.
- Proposers may submit a separate PDF labeled "<vendor name> Confidential – Financial Information". If submitted separately, it will not count toward the 30-page limit but will be reviewed and scored as part of the evaluation (Evaluation Criteria).

1) **Title Page**: Include **ONLY** RFQ Title, RFQ Number, Contractor's full name, address, phone number.

2) **Cover Letter**: Include **ONLY** the following:

- RFQ Title and Number, Contractor's full name, address and phone number.
- Names of the person(s) who will be authorized to make representations for the Contractor, their titles, addresses (including email address) and telephone numbers.
- Contractor's Federal Employer ID Number.
- Written acknowledgement that (i) the Response is based on the terms set forth in the RFQ and all amendments thereto posted on Buyer's website as of the date of the Response, and (ii) the Contractor will be responsible for monitoring Buyer's website for subsequent amendments and for either maintaining, amending or withdrawing the Response prior to the Response Due Date based on those subsequent amendments, and Signature of Authorized Representative.

3) **Required Forms**. **(Not included as part of Fifteen-page limitation)** Attach all forms identified in RFQ, each signed by an authorized representative. Examples of the forms that may be required and placed in Section 3 include:

- Local Business Tax Certificate (if applicable)
- Business References (include bank reference letters, financial reports/audits, insurance certificates, etc.).
- Certificate of Insurance
- Equal Business Opportunity Program Forms (if JSEB participation is one of the grading criteria).
- Bid Bond.
- Resumes of Proposed Project Team
- Attachment A-1 - Volume of Local Government Work Within the Last Five Years.
    - City = City of Jacksonville
    - Using Agencies = City departments/divisions (e.g., Public Works, Parks, JFRD, JSO, Neighborhoods, Finance/Procurement/ITD) and independent authorities authorized to use City contracts, such as JEA, JTA, JAA, JAXPORT, Jacksonville Housing Authority, DIA, etc.

4) **Proof of Minimum Requirements**. **(Not included as part of Fifteen-page limitation)** Responses will ONLY be accepted from companies meeting the minimum requirements in Section 2.2.3 of the RFQ. Contractor must address and provide clear documentation that they meet all minimum requirements.

5) **Statement of Qualifications**. **(Maximum of 15 written pages for this section)** This portion of the Response will be used to provide the information Buyer needs to evaluate how well the Contractor meets the criteria listed in Attachment B – Evaluation Criteria. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Response as non-responsive. Please divide this portion of the Response into nine subsections (one subsection for each of the listed criteria).

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

Docusign Envelope ID: EB6B8E8B-1B45-4209-B23C-64C07CF7BDAE



Attachments:

| File Name or URL | Type | Description |
|---|---|---|
| 2.3.6 Volume of Work Form.doc | File | |

Select one of the following:-

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

*7. Federal Funding does not apply to this CMAR RFP.

Select one of the following:-

☐ a. Acknowledge

### 2.4 Price Sheet (Preliminary Response Stage)

*1. This is a qualifications-based selection. The price sheet attached is provided as a courtesy and will be discussed further upon negotiations with the top ranked supplier. Do not include this price sheet as part of the response.

Attachments:

| File Name or URL | Type | Description |
|---|---|---|
| CMAR_FORM 5_Price bid sheet.do | File | |

Select one of the following:-

☐ a. Acknowledge

### 2.5 General Requirements for CMAR (Preliminary Response Stage)

*1. Please See attached for Office of General Counsel approved CMAR Special conditions. *** Items in this section supersede the contract terms listed in section 4: "Contract Terms"

Attachments:

| File Name or URL | Type | Description |
|---|---|---|
| General Terms and Conditions.p | File | |
| CMAR Special conditions. pdf | File | |

Select one of the following:-

☐ a. Acknowledge

### 2.6 Indemnification and Insurance Requirements (Preliminary Response Stage)

*1. CMAR Indemnification and Insurance Requirements.

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## B. Indemnification and Insurance Requirements.

**INDEMNIFICATION (projects with design work):**

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

a. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

b. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

c. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

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

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

**20.44 INSURANCE (projects with design work):**

20.44.1 GENERAL:

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The amounts and types of insurance required should be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Insurance requirements should be tailored to the type of construction or operations contemplated.

**20.44.2** Without limiting its liability under this Contract, Contractor 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, insurance of the types and limits not less than amounts stated below **(CONTRACTOR shall provide a sample certificate of insurance with RFQ response).**

## Insurance Coverages

| Schedule | Limits |
|---|---|
| **Worker's Compensation** | Florida Statutory Coverage |
| Employer's Liability | $ 100,000 Each Accident<br>$ 500,000 Disease Policy Limit<br>$ 100,000 Each Employee/Disease |

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

| | |
|---|---|
| **Commercial General Liability** | $2,000,000 General Aggregate<br>$2,000,000 Products & Comp. Ops. Agg.<br>$1,000,000 Personal/Advertising Injury<br>$1,000,000 Each Occurrence<br>$ 50,000 Fire Damage<br>$ 5,000 Medical Expenses |

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits. Applicant shall continue to maintain products/completed operations coverage for a period of three (3) years after the final completion of the Project. The amount of products/completed operations coverage maintained during the three-year period shall be not less than the combined limits of Products/ Completed Operations coverage required to be maintained by Applicant in the combination of the Commercial General Liability coverage and Umbrella Liability Coverage during the performance of the Work.

| | |
|---|---|
| **Automobile Liability** | $1,000,000 Combined Single Limit |

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

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

**Design Professional Liability** $5,000,000 per Claim
$5,000,000 Annual Aggregate

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

**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. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

**Professional Liability** $1,000,000 per Claim and Aggregate
(Including Medical Malpractice when applicable)

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy.

**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 for all of the underlying Liability coverages and provide on an Occurrence basis all coverages listed above and shall be included in the Umbrella policy.

**Builders Risk/Installation Floater** **100% Completed Value of the Project**
**(If applicable)**

To the extent construction services above $10,000.00 will occur, Builder's Risk policy shall be required. Such insurance shall be on a form acceptable to the City's Office of Risk Management. The Builder's Risk policy shall be provided including All Risk Coverages on a form no more restrictive than the ISO "Special" Causes of Loss form and shall include coverage for Wind and Hail and Earth Movement.

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The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum

Select one of the following:-

☐ a. Acknowledge

**2.7 Sample Contract (Preliminary Response Stage)**

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

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**SAMPLE**

**SERVICES CONTRACT**
**BETWEEN**
**[THE CITY OF JACKSONVILLE]**
**AND**
**INSERT CORPORATE NAME OF CONTRACTOR**
**FOR**
**INSERT SUMMARY OF SERVICES TO BE PERFORMED**

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

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

**WHEREAS**, based on CONTRACTOR'S response to the RFP dated_____, consisting of pages (the "Response"), the CITY has negotiated and awarded this Contract to CONTRACTOR;

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

1. **Performance of Services.** The Services will be performed by CONTRACTOR as specified in the RFP and the Response.

2. **Compensation**. CONTRACTOR will be paid by the CITY for the Services [as follows: _____] or [as specified on the Price Sheets attached as Exhibit ].

3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, the CITY's maximum indebtedness, for all products and services under this Contract shall be a fixed monetary amount not-to-exceed _____($_____).

4. **Term.** The initial term of this Contract shall commence on the Effective Date and shall expire on _____, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to_____additional one (1) year periods by (i) the CITY, it its sole discretion, upon written notice to CONTRACTOR at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties.

5. **Contract Documents.** This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:
   - This document, as modified by any subsequent signed amendments
   - Any amendments to the RFP
   - Specific Information Regarding The RFP (Section 1 of the RFP)
   - Description of Services and Deliverables (Section 4 of the RFP)
   - General Instructions to Respondents (Section 2 of the RFP)
   - General Contract Conditions (Section 3 of the RFP)
   - Any Purchase Order under the Contract
   - The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

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6. **Notices.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the CITY:

_____
_____
_____

As to the CONTRACTOR:

_____
_____
_____

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

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

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

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

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

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

| **ATTEST:** | **CITY OF JACKSONVILLE** |
|---|---|
| By_____ | By _____ |
| James McCain<br>Corporation Secretary | Donna Deegan<br>Mayor |

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

_____
Director of Finance
CITY Contract Number:_____

Form Approved:

_____
Office of General Counsel

| **ATTEST:** | **INSERT NAME OF CONTRACTOR.** |
|---|---|
| By_____ | By_____ |
| Signature | Signature |
| _____ | _____ |
| Type/Print Name | Type/Print Name |
| _____ | _____ |
| Title | Title |

Attachments:

| File Name or URL | Type | Description |
|---|---|---|
| Sample Professional Services C | File | |

Select one of the following:-

☐ a. Acknowledge

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*2. Please review and acknowledge the attached sample CMAR Services Contract Amendment.

Attachments:

| File Name or URL | Type | Description |
|---|---|---|
| Exhibit B CMAR amendment.docx | File | |

Select one of the following:-

☐ a. Acknowledge

## 2.8 Owner Direct Material Purchase Program (Preliminary Response Stage)

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

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

## 2.9 Bid Surety Requirements (Preliminary Response Stage)

*1.

Bid / Surety Requirements: No bid surety is required with the Statement of Qualifications. Project bonding will be addressed with the GMP and/or subcontract awards per the CMAR Special Conditions.

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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. 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

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

When Performance and Payment Bonds are not required:

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

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

4. WITHDRAWAL OF BIDS

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

Attachments:

| File Name or URL | Type | Description |
|---|---|---|
| Performance Bond.pdf | File | |
| Bid Bond.pdf | File | |

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| | | |
|---|---|---|
| Payment Bond.docx | File | |

Select one of the following:-

☐ a. Acknowledge

## 2.10 Evaluation Criteria - Preliminary Response Stage (Preliminary Response Stage)

Section Maximum Score: 100

*1.

**EXPERIENCE, COMPETENCE IN, AND APPROACH TO SIMILAR CMAR PROJECTS (ABILITY OF PROFESSIONAL PERSONNEL). (30 Point Value)**

Identify lead firm and key staff, provide organizational chart, and demonstrate at least five years of CMAR experience. Highlight relevant projects (parks, waterfront, marine/shoreline). Include bonding/insurance capacity. Describe approach to preconstruction services and construction risk management, including GMP validation.

Maximum Score: 30

Select one of the following:-

☐ a. Acknowledge

*2. **PAST PERFORMANCE AND RECORD OF PROFESSIONAL ACCOMPLISHMENTS (20 Point Value).**

List CMAR projects completed in the past five years most relevant to this solicitation. Provide scope, cost, schedule, and references. Demonstrate record of on-time, within-budget delivery. Disclose defaults, claims, or suspensions within the last five years. Provide safety record and OSHA compliance history.

Maximum Score: 20

Select one of the following:-

☐ a. Acknowledge

*3.

**AVAILABILITY TO PROVIDE CMAR SERVICES (10 Point Value).**

Provide staffing plan and commitment of key personnel. Describe systems for scheduling, cost control, and preconstruction services. Explain approach to Owner-directed purchases and subcontractor management. Demonstrate ability to balance this project with other workload.

Maximum Score: 10

Select one of the following:-

☐ a. Acknowledge

*4.

**RECENT, CURRENT AND PROJECTED WORKLOAD (5 Point Value)**

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Provide the number and size of the CMAR projects currently being performed. Discuss past ability to deliver projects on a timely basis under similar current workload conditions.

Maximum Score: 5

Select one of the following:-

☐ a. Acknowledge

*5.

**OVERALL WILLINGNESS TO MEET BOTH TIME AND BUDGET REQUIREMENTS FOR THE PROJECTS (10 Point Value).**

Provide explicit statement of willingness to meet time and budget requirements. Include examples of recent projects delivered within schedule and budget, along with risk management strategies.

Maximum Score: 10

Select one of the following:-

☐ a. Acknowledge

*6.

**THE VOLUME OF CURRENT AND PRIOR WORK PERFORMED FOR USING AGENCIES SHALL BE CONSIDERED A MINUS FACTOR. (5 Point Value)**

Provide Attachment A-1 listing of projects with the City or other agencies in the past five years. Volume will be considered a minus factor in accordance with ordinance requirements.

Maximum Score: 5

Select one of the following:-

☐ a. Acknowledge

*7.

**FINANCIAL RESPONSIBILITY (5 Point Value)**

Provide evidence of current bonding capacity (≥$20M). Include corporate structure, years in business, and financial references. Submit latest financial statement, include net worth, D&B rating, and bank letter. Disclose judgments or unresolved claims exceeding thresholds.

Maximum Score: 5

Select one of the following:-

☐ a. Acknowledge

*8.

**LOCATION (5 Point Value).**

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Document corporate headquarters and/or local office presence. Demonstrate ability to mobilize quickly and leverage local subcontractors.

Maximum Score: 5

Select one of the following:-

☐ a. Acknowledge

*9.

**QUALITY CONTROL PLAN (DESIGN & CONSTRUCTION) (10 Point Value)**

Describe proposed quality control approach for design and construction. Address constructability reviews, testing, permitting, inspection coordination, and integration with City oversight and independent testing.

Maximum Score: 10

Select one of the following:-

☐ a. Acknowledge

## 2.11 Evaluation Criteria - Presentation Stage (Presentation Stage)

Section Maximum Score: 30

*1.

**ORAL INTERVIEWS/PRESENTATIONS 30 Point Value (If deemed Necessary by the City's Evaluation Committee)**

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

Overall presentation regarding qualifications (10-pts)

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

Project organization development documents and ability to furnish CMAR build services (10-pts).

Maximum Score: 30

Select one of the following:-

☐ a. Acknowledge

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# 3 Lines

## 3.1 Line Information

| Line | Estimated Quantity | Response Price | Line Amount | Response Minimum Release Amount |
|---|---|---|---|---|
| 1-Please use $1.00 as response amount | | | | |

## 3.2 Line Details

### 3.2.1 Line 1 Please use $1.00 as response amount

| | | | |
|---|---|---|---|
| Category Name | **958.26 Construction Management Services** | | |
| Allow Alternate Lines | **No** | | |
| Target Minimum Release Amount (USD) | | Estimated Total Amount (USD) | |
| Start Price (USD) | | | |

# 4 Contract Terms

Docusign Envelope ID: EB6B8E8B-1B45-4209-B23C-64C07CF7BDAE



# A. Solicitation Overview

## A.1. Scope of Work

The Public Works Engineering 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 (CMAR) Services - Metropolitan Park & Shipyards West Park as listed in the bid documents.

## A.2. Award

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

## A.3. Term of Agreement

This Agreement shall remain in effect through completion and acceptance of both the preconstruction and construction phases, including all warranty and closeout requirements, as further defined in Exhibit B (CMAR Amendment).

## A.4. Quantities

Quantities indicated are fixed.

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## B. Equal Business Opportunity Plan

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

It is an official policy of the City of Jacksonville to encourage the maximum participation of **Jacksonville Small Emerging Business (JSEB)** in its contract awards based upon availability. **Under the encouragement plan, vendors are required to make all efforts reasonably necessary to ensure that City certified JSEB have a full and fair opportunity to compete for performance on this project.**

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

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

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## C. General Conditions

### C.1. Assignment

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

### C.2. Audit Provision

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

### C.3. Bid / Surety Requirements

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

### C.4. Cartage

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

### 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. Delivery

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

### C.11. Deviations to Specifications

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

### C.12. Discounts

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

### C.13. Electronic Payments

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

### C.14. Errors in Bids

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

### C.15. Escalation / De-escalation

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

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

### C.16. Ethics Provision for Vendors / Suppliers

The Bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in the Ordinance Code and the provisions of the Purchasing code contained in the Ordinance Code and has read and will comply with the Mandatory Ethics Training for Suppliers located on the Procurement Website.

### C.17. Extension

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

### C.18. Favored Nation Clause

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

### C.19. Force Majeure, Notice of Delay, and No Damages for Delay

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

### C.20. Guarantee

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

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### C.21. Invoicing

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

### C.22. Laws and Regulations

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

### C.23. Legal Workforce

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

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

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

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

### C.24. Licenses Requirement

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

### C.25. Marketing / Advertising

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

### C.26. Nondiscrimination Provisions

As required by the Ordinance Code, Contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of

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investigation to ascertain compliance with the non-discrimination provisions of the Contract; provided however, that Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

### C.27. Office of Inspector General

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

### C.28. Office of the Ombudsman

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

### C.29. "Or Equal" Interpretation

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

### C.30. Performance Bond

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

### C.31. Pickup and Returns

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

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charge to the City or its agencies.

### C.32. Prices

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

### C.33. Procurement Division as Agent

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

### C.34. Prohibition Against Considering Social

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

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

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

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

### C.35. Prompt Payment to Subcontractors and Suppliers

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

a. Generally - When Supplier receives payment from city for labor, services, or materials furnished by subcontractors and suppliers hired by Supplier, Supplier shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after Supplier's receipt of payment from city. Nothing herein shall prohibit Supplier from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Supplier may withhold the disputed portion of any such payment only after Supplier has provided notice to City and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to City and said subcontractor or supplier within ten (10) calendar days after Supplier's receipt of payment from City. Supplier shall pay all undisputed amounts due within the time limits imposed by this section.

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

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

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

### C.36. Provision for Other Agencies

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

### C.37. Public Entity Crime Information

A person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not: submit a bid on a contract to provide any goods or services to a public entity; submit a bid on a contract with a public entity for the construction or repair of a public building or public work; submit bids on leases of real property to a public entity; be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or transact business with any public entity for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

### C.38. Public Records

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

a. Keep and maintain public records required by City to perform the services; and

b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and

d. Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or

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confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

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

### C.39. Purchases by Other Public Agencies / Piggyback

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

### C.40. Question Cutoff

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

### C.41. Quotations

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

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

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

### C.43. Reporting

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

### C.44. Reservations

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

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

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

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

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

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

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

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

## C.45. Right to Reject

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

## C.46. Samples

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

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

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

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

## C.47. Solicitation Silence Policy

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

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**staff are allowed at all times.**

Prohibitions

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

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

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

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

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

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

5) oral communications at pre-bid conferences;

6) oral presentations before publicly noticed committee meetings;

7) contract negotiations during any duly noticed public meeting;

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

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

Commencement and Termination of the Solicitation Silence Period

c. The period of Solicitation Silence commences after the advertisement of the solicitation document. The period of Solicitation Silence terminates after the Chief of the Procurement Division issues a written recommendation to the corresponding awarding committee. If the awarding committee refers the Chief's recommendation back for further review, the Solicitation Silence period shall be reinstated until such time as the Chief issues a subsequent recommendation.

Written Communication during the Solicitation Silence Period

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

If Not an Exception

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

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### C.48. State Contract

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

### C.49. Submission of Bids

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

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

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

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

### C.50. Supplier Accessibility

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

### C.51. Supplier Representation

If this Agreement is for goods or services of $1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:

a. Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;

b. Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;

c. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or

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

### C.52. Taxes

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

### C.53. W-9 Requirement

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

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## D. Protest Procedures

### D.1. Purpose and Scope

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

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

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

### D.2. Definitions

For these Protest Procedures, the following definitions are provided:

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

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

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

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

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

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

### D.3. Timely Notice of Protest

a. Recommendations of Award and/or Bid Rejection.

A Protestant shall have forty eight (48) hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a Procurement Division recommended award of an exceptional purchase or an award or recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a

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

b. Bid/Proposal Specifications and/or Requirements.

A Protestant shall have ten (10) business days after the posting of a solicitation or forty eight (48) hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or forty eight (48) hours after the posting of an addendum, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing: (i) the basis for making the award in question; (ii) evaluation criteria; (iii) equipment, product, or material specifications; (iv) proposed project schedules; (v) statements regarding participation goals or other equal opportunity measures; or (vi) other general solicitation or project requirements.

c. Computation of Time

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

d. Form and Content of the Notice of Protest

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

(ii) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Chief to identify the same; (iii) state the timeliness of the protest; (iv) state Protestant's legal standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.

### D.4. Request for Extension to File Supplemental Protest Documentation

At the time of filing a timely Notice of Protest hereunder, a Protestant may request an extension of three (3) business days after the date its Notice of Protest is timely received in which to provide supplemental protest documentation. Failure to do so or to timely submit the supplemental protest documentation shall constitute a waiver of any right to the same.

### D.5. Delivery of Protest

The timely filing of a Notice of Protest shall be accomplished when said notice is received by the Procurement Division within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Chief of Procurement at 214 North Hogan Street, 8th floor, Jacksonville, Florida 32202 or by electronic transfer via facsimile to (904) 255-8837. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant, regardless as to the method of delivery employed.

### D.6. Stay of Procurement During Protest

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

### D.7. Authority to Resolve

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

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

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

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

### D.8. JPAC Administrative Review Process

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

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

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

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

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

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

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designee,saidvoteand/ordecisionof theJPAC shallbepostedandshall representfinalagency action.

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

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

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# E. Addenda

## E.1. Amendments / Addenda

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

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# City of Jacksonville, Florida

*Procurement Award Form (PAF)*

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

Goods and/or Services: CMAR Services Metropolitan Park and Shipyards West Park

**Requested Action and Justification:**

Recommend approval to conduct interviews with the top three (3) highest scoring, responsive, responsible bidders listed below:

The Haskell Company - 92.08
AJAX Building Company - 89.00
Gilbane Building Company - 88.83

| | | | | | |
|---|---|---|---|---|---|
| **Supplier:** | TBD- Interview | **Basis of Award:** | Highest Evaluated | **BID Opening Date:** | 12/18/2025 |

| | | | | | |
|---|---|---|---|---|---|
| **POA #:** | TBD | **PO #:** | TBD | **Change Order #:** | N/A |
| **Solicitation #:** | CMAR 17091 25 | **Contract #:** | TBD | **Contract ADM #:** | N/A |
| **Term:** | Project Completion | **Options:** | N/A | **Options Used:** | N/A |

| | | | |
|---|---|---|---|
| **Federally Funded:** | No | **JSEB Rec:** | Encouragement |
| **Licenses Verified:** | Yes | **JSEB %:** | 0 |
| **Bonds Required:** | No | **Bonds Waived Pursuant To:** | N/A |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Fund:** | 000000 | **Center:** | 000000 | **Acct:** | 000000 | **Proj:** | 00000000 | **Activity:** | 0000000000 | $ 0.00 |
| **Fund:** | | **Center:** | | **Acct:** | | **Proj:** | | **Activity:** | | $ |
| **Fund:** | | **Center:** | | **Acct:** | | **Proj:** | | **Activity:** | | $ |

| | | | | | |
|---|---|---|---|---|---|
| **New NTE/GMP:** | $ 0.00 | **Contingent Amt:** | $ 0.00 | **DMP/ODPO Amt:** | $ 0.00 |

| | | | |
|---|---|---|---|
| **Using Agency/BU:** | PWEN:ENGINEERING AND CONSTRUCTION MANAGEMENT | | |
| **Concurrence:** | Signed by: Scott Carter 20091F8ADFC947E... | **Title:** | CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT 2/4/2026 |
| **Concurrence:** | 1EFA223D5D23487... | **Title:** | DIRECTOR OF PUBLIC WORKS 2/5/2026 |
| **Concurrence:** | | **Title:** | |
| **Concurrence:** | | **Title:** | |

Initial DT
Initial DT

| | | | |
|---|---|---|---|
| **Procurement Analyst/Buyer:** | Signed by: Kemp, Benjamin 4C8860DFACE2449C | **Chief of Procurement:** | Signed by: 2/10/2026 B10F1D517352456... |
| **Name:** | Kemp, Benjamin | **Name:** | Dustin L. Freeman |

| **Part 2 – JPAC Action:** All award actions subject to lawfully appropriated funds. | | **Part 3 – Final Awarding Authority Action:** | |
|---|---|---|---|
| **Members who approve:** | 3 | **Action:** | Approved |
| **Members who disapprove:** | 0 | **Signature:** | Signed by: kelli O'Leary 92A2898FE95E4AC... |
| **Date:** | 2/12/2026 | **Date:** | 2/12/2026 |

Signed by:

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# PAF Instructions
## Part 1 (using agency)

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

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

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

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

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

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

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

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

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

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

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

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

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

**Options:** Period of time for each renewal or option.

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

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

**JSEB Rec:** Select Encouragement or JSEB Set Aside Option.

**JESB %:** If JSEB Participation, enter the percentage.

**Bonds Waived Pursuant to:** Select option from Drop down.

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

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

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

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

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

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

**Title:** Title of person electronically signing form.

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

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

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# 17091-25 (CMAR) Services- Metropolitan Park & Shipyards West Park

| Total Points | 30 Points | 20 Points | 10 Points | 5 Points | 10 Points | 5 Points | 5 Points | 5 Points | 10 Points | 30 Points | OVERALL | Rank |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Vendors | COMPETENCE | PAST AND PRESENT RECORD OF PROFESSIONAL ACCOMPLISHMENTS WITH CITY AGENCIES AND OTHERS | ABILITY TO PROVIDE CMAR SERVICES | CURRENT WORKLOAD | TIME AND BUDGET | VOLUME OF CURRENT AND PRIOR WORK FOR USING AGENCY | FINANCIAL RESPONSIBILITY | LOCATION | QUALITY CONTROL PLAN | INTERVIEWS | Total Points (130 max) | |
| | AJAX Building Company | | | | | | | | | | | |
| **Grader 1** | 29.00 | 17.50 | 10.00 | 4.50 | 10.00 | 5.00 | 5.00 | 5.00 | 10.00 | | 96.00 | |
| **Grader2** | 27.00 | 17.00 | 10.00 | 4.00 | 8.50 | 5.00 | 5.00 | 5.00 | 9.50 | | 91.00 | **2** |
| **Grader 3** | 25.00 | 17.00 | 9.00 | 4.00 | 4.00 | 5.00 | 5.00 | 4.00 | 7.00 | | 80.00 | |
| **Average** | **27.00** | **17.17** | **9.67** | **4.17** | **7.50** | **5.00** | **5.00** | **4.67** | **8.83** | **#DIV/0!** | **89.00** | |
| | Gilbane Building Company | | | | | | | | | | | |
| **Grader 1** | 28.00 | 18.50 | 10.00 | 4.50 | 10.00 | 5.00 | 5.00 | 5.00 | 10.00 | | 96.00 | |
| **Grader2** | 28.00 | 18.50 | 10.00 | 4.00 | 9.50 | 5.00 | 5.00 | 5.00 | 10.00 | | 95.00 | **3** |
| **Grader 3** | 23.00 | 17.00 | 9.00 | 2.00 | 4.00 | 5.00 | 4.50 | 4.00 | 7.00 | | 75.50 | |
| **Average** | **26.33** | **18.00** | **9.67** | **3.50** | **7.83** | **5.00** | **4.83** | **4.67** | **9.00** | **#DIV/0!** | **88.83** | |
| | PCL Construction Services, Inc | | | | | | | | | | | |
| **Grader 1** | 29.00 | 18.00 | 10.00 | 5.00 | 10.00 | 5.00 | 4.50 | 5.00 | 10.00 | | 96.50 | |
| **Grader2** | 29.00 | 18.00 | 10.00 | 4.50 | 9.00 | 5.00 | 5.00 | 5.00 | 10.00 | | 95.50 | **4** |
| **Grader 3** | 19.00 | 15.00 | 7.00 | 3.00 | 4.00 | 5.00 | 5.00 | 4.00 | 6.00 | | 68.00 | |
| **Average** | **25.67** | **17.00** | **9.00** | **4.17** | **7.67** | **5.00** | **4.83** | **4.67** | **8.67** | **#DIV/0!** | **86.67** | |
| | Perry-McCall Construction Inc | | | | | | | | | | | |
| **Grader 1** | 28.75 | 17.00 | 10.00 | 4.50 | 10.00 | 2.00 | 4.75 | 5.00 | 10.00 | | 92.00 | |
| **Grader2** | 30.00 | 19.00 | 10.00 | 5.00 | 10.00 | 2.00 | 5.00 | 5.00 | 10.00 | | 96.00 | **6** |
| **Grader 3** | 20.00 | 16.00 | 8.00 | 2.00 | 5.00 | 2.00 | 5.00 | 5.00 | 6.00 | | 69.00 | |
| **Average** | **26.25** | **17.33** | **9.33** | **3.83** | **8.33** | **2.00** | **4.92** | **5.00** | **8.67** | **#DIV/0!** | **85.67** | |
| | Stellar Group Incorporated | | | | | | | | | | | |
| **Grader 1** | 28.25 | 17.00 | 10.00 | 4.50 | 10.00 | 4.00 | 4.75 | 5.00 | 10.00 | | 93.50 | |
| **Grader2** | 29.00 | 18.00 | 10.00 | 5.00 | 9.00 | 4.00 | 5.00 | 5.00 | 9.50 | | 94.50 | **5** |
| **Grader 3** | 19.00 | 15.00 | 8.00 | 4.00 | 5.00 | 4.00 | 4.50 | 5.00 | 6.00 | | 70.50 | |
| **Average** | **25.42** | **16.67** | **9.33** | **4.50** | **8.00** | **4.00** | **4.75** | **5.00** | **8.50** | **#DIV/0!** | **86.17** | |
| | The Haskell Company | | | | | | | | | | | |
| **Grader 1** | 29.75 | 20.00 | 10.00 | 5.00 | 10.00 | 2.00 | 5.00 | 5.00 | 10.00 | | 96.75 | |
| **Grader2** | 30.00 | 19.00 | 10.00 | 4.50 | 9.50 | 2.00 | 5.00 | 5.00 | 10.00 | | 95.00 | **1** |
| **Grader 3** | 26.50 | 19.00 | 10.00 | 3.00 | 5.00 | 2.00 | 5.00 | 5.00 | 9.00 | | 84.50 | |

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| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Average** | **28.75** | **19.33** | **10.00** | **4.17** | **8.17** | **2.00** | **5.00** | **5.00** | **9.67** | **#DIV/0!** | **92.08** | |

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| | | | |
|---|---|---|---|
| **No. Invited: ( )  No. Received  ( )  No Bids:  (  )**<br>**Recorded By:  Announcer:** | | | |
| **Experience, Competence & Approach (similar projects)** | **30** | | |
| **Past Performance and Record  of Professional Accomplishments** | **20** | | |
| **Availability of adequate personell, equipment, and facilities** | **20** | | |
| **Recent, Current & Projected Workload** | **10** | | |
| **Overall Willingness to Meet Time and Budget Requirements** | **10** | | |
| **Financial Responsibility** | **10** | | |
| **Quality Control Plan** | **10** | | |
| **Oral Interviews** | **30** | | |
| **Total Points** | **140** | **0.00** | **0.00** |
| | | | |
| **PREQUAL VERT & HORIZONTAL** | | **Y** | **Y** |
| **LOCAL BUSINESS TAX CERTIFICATE** | | **Y** | **Y** |
| **BONDS** | | **Y** | **Y** |
| **LOBBYING** | | **Y** | |

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| | | |
|---|---|---|
| **EXOFFENDER** | **Y** | **Y** |
| **COI** | **Y** | **Y** |
| **JSEB ENCOURAGEMENT, NOT REQUIRED** | **Y** | **Y** |
| **ADDENDUM(S)** | **Y** | **Y** |