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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: Service Contract to Repair Roofs Using SHIP Funding

Requested Action and Justification:

Recommend approval to utilize the first of two (2), one (1) year renewal options with Northeast Florida Builders Association Builders Care, Inc. for roof repair services in the amount of $750,000.00. The purpose of this contract is to provide assistance to low- to moderate-income households in Duval County by supporting the City of Jacksonville's roof repair program. Period of service will be October 6, 2026 through October 7, 2027. Total revised expenditure will be $750,000.00, for a new total not to exceed $1,500,000.00.

This award will be executed through a formal contract in coordination with the Office of General Counsel.

Supplier:	Northeast Florida Builders Associat	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	07/07/2025

POA #:	72197-25	**PO #:**	700461-26	**Change Order #:**	
Solicitation #:	RFP-NONCON 16800 25	**Contract #:**	72197-25	**Contract ADM #:**	1
Term:	1 year	**Options:**	2, 1-Year	**Options Used:**	

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

Fund:	11701	**Center:**	174106	**Acct:**	583040	**Proj:**	010904	**Activity:**	00000000	$ 750,000.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 1,500,000.00	**Contingent Amt:**	$ 0	**DMP/ODPO Amt:**	$ 0

Using Agency/BU:	ERCD:HOUSING AND COMMUNITY DEVELOPMENT			
Concurrence:	Signed by: Jeffrey, Travis 1A31B9601B724DF...	**Title:**	CHIEF OF HOUSING AND COMMUNITY DEVELOPMENT	4/28/2026
Concurrence:	Signed by: Okewusi, Adebisi D7B65F680F5D433...	**Title:**	DIRECTOR FINANCE-HOUSING AND COMMUNITY DEVELOPMENT	4/29/2026
Concurrence:	Signed by: Raelyn Means C164AC3F33894DF...	**Title:**	Housing & Community Development Administrator	4/29/2026
Concurrence:		**Title:**		

Procurement Analyst/Buyer:	Signed by: Simpson, Sandy 309A0368E9B74A5...	**Chief of Procurement:**	Signed by: B10F1D517352456...	5/12/2026
Name:	Simpson, Sandy	**Name:**	Dustin L. Freeman	

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

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PAF Instructions
Part 1 (using agency)

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

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

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

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

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

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

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

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

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

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

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

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

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

Options: Period of time for each renewal or option.

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

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

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

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

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

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

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

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

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

Title: Title of person electronically signing form.

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

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

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4932 Sunbeam Road
Jacksonville, FL 32257
Lic. #CGC1538222

April 17, 2026

Dear City of Jacksonville,

I am writing to formally indicate our intent to exercise the renewal option outlined in our contract, in the amount of $750,000, in accordance with the terms and conditions agreed upon.

To date, we have invoiced a total of $542,394.80, with an additional $126,282.89 currently pending. We appreciate your continued partnership and look forward to proceeding under the renewal terms.

Please let us know if any additional documentation or formal steps are required to finalize this process.

Thank you for your attention to this matter.

Sincerely,

Krissy Barkas

Krissy Barkas
Executive Director
904-727-3443

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STATE HOUSING INITIATIVES PARTNERSHIP ("SHIP") SERVICES CONTRACT
(Roof Replacement Program)

THIS SERVICES CONTRACT (this "**Contract**") is entered into this 7th day of October, 2025 (the "**Effective Date**"), between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the "**City**"), and **NORTHEAST FLORIDA BUILDERS ASSOCIATION BUILDERS CARE, INC.**, a Florida not-for-profit corporation ("**Contractor**").

RECITALS:

WHEREAS, the City is a participating jurisdiction in the SHIP Program (the "**SHIP Program**") established by the State of Florida; and

WHEREAS, pursuant to **Ordinances 2023-335-E and 2024-433-E**, the City has appropriated a portion of SHIP Program funds received from the State to procure the Contractor to provide services for the roof replacement program to eligible households in Duval County, Florida, as set forth in this Contract; and

WHEREAS, the City issued a Request for Proposal No. **16800-25** (the "**RFP**") for services relating to the roof replacement program (the "**Services**"), as more fully described in the RFP; and

WHEREAS, based upon Contractor's response to the RFP, on August 8, 2025, the City's Jacksonville Awards Procurement Committee and Mayor authorized the award of a contract to Contractor.

NOW, THEREFORE, in consideration of the mutual promises and covenants of this Contract, the parties agree as follows:

ARTICLE 0
(Incorporation by Reference)

0.1 The above stated recitals are true and correct and, by this reference, are made a part of and are incorporated in this Contract.

0.2. 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:

(a) This Contract, as modified by any subsequent signed amendments
(b) Attachments to this Contract
(c) Bid Specifications for the Roof Replacement Program
(d) Any amendments to the Bid Specifications
(e) Contractor's response to the RFP, provided that any terms in the response that are prohibited under or conflict with the RFP shall not be included in this Contract.

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ARTICLE I
(Scope of Services/Supervision)

1.1 Contractor shall perform the Services more particularly described in **Attachment A** attached hereto in accordance with the terms and conditions of this Contract and under the general coordination of the City's Neighborhoods Department, Housing and Community Development Division. If any services, functions, or responsibilities not specifically set forth in this Contract are necessary for the proper performance of the Services, then they are deemed implied by and included within the Services.

1.2 In addition to the requirements, limitations, and restrictions set forth elsewhere in this Contract, Contractor shall use the funds in a manner consistent with all applicable federal, state, and local laws, rules, regulations, and policies, as amended from time to time, during the term of this Contract; including, without limitation, all laws, rules, regulations, and policies governing the funds, the terms of which are incorporated into this Contract by reference. Contractor acknowledges and agrees that it has reviewed, understands, and is familiar with all applicable federal, state, and local laws, rules, regulations, and policies concerning this Contract, and it has not relied on the City as to the content or meaning of such laws, rules, regulations, or policies. If any of the obligations of this Contract are to be performed by a subcontractor of Contractor, Contractor shall incorporate the provisions of this Section 1.2 into the subcontract. Additionally, Contractor represents and warrants to the City that Contractor has reviewed, understands, and is familiar with and will comply with the provisions of the Jacksonville Ethics Code, Chapter 602, *Jacksonville Ordinance Code*, and the provisions of the Jacksonville Procurement Code, Chapter 126, *Jacksonville Ordinance Code.*

1.3 Nothing contained in this Contract or any other document (attached to or contemplated by this Contract) shall constitute or create any duty on or warranty by the City regarding: (a) the accuracy or reasonableness of the Schedule of Fixed Pricing Rates attached hereto as **Attachment B**, or Contractor's budget; (b) the proper application by Contractor of the City funds provided hereunder; (c) the quality of the Services by Contractor; or (d) the competence or qualifications of any third party furnishing services, labor, or materials in connection with the Services. Contractor acknowledges that it has not relied and will not rely upon any experience, awareness, or expertise of the City regarding the aforesaid matters. Contractor acknowledges that the City's only responsibility under the provisions of this Contract is to pay up to the amount provided for if Contractor performs the Services in accordance with this Contract and to the City's satisfaction. The City shall not be liable to any contractors or subcontractors of Contractor for payment on any contract or subcontract, and all contractors and subcontractors shall look solely to Contractor for payment. Contractor shall include this Section 1.3 in its contracts and any subcontracts to which Contractor may be a party for performance of the Services required in this Contract.

ARTICLE II
(Funding)

2.1 The City agrees to pay to Contractor **an amount not to exceed Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00)**, which amount is the maximum indebtedness of the City pursuant to Section 106.431, *Jacksonville Ordinance Code*, under the terms of this Contract.

2.2 The City shall pay the funds to Contractor over the period of this Contract commencing on the Effective Date and **ending one year from the Effective Date** (the "**Termination Date**"), with two (2) one-year renewal options, in accordance with the provisions of

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this Contract. Payments to Contractor for the Services shall be made on a reimbursement basis as set forth in **Attachment C-1** (Conditions Precedent for Disbursements). The City shall not be required to advance any funds. Contractor shall expend the funds solely and exclusively for the Services and Contractor shall not expend or otherwise use any of the funds for any other purpose. The City's obligation to fund the disbursements to Contractor for the Services shall be limited to eligible expenses incurred by Contractor **on or before the Termination Date**, and the City's obligation to make disbursements to Contractor shall end sixty (60) days thereafter.

2.3 The method of payment shall be according to the Conditions Precedent to City's Disbursements as described in **Attachment C-1**. The City shall not be obligated or required to make any disbursements if Contractor is in breach of this Contract.

2.4 Any unused or residual funds remaining at the termination of this Contract or after completion of the Services, whichever comes first, shall revert to and belong to the City (including any funds on hand at the time of expiration of funding and any accounts receivable attributable to the use of the funds)If Contractor receives or expends any portion of the funds in a manner inconsistent with the terms of this Contract (which shall include any funds reimbursed to Contractor by the City in error) or any applicable federal, state, or local law, rule, regulation, or policy, then Contractor shall, upon receipt of notice from the City, immediately refund and return all such funds to the City without demand or further notice. Contractor shall also reimburse the City for all costs, expenses, and fees, including attorneys' fees and court costs, incurred or expended by the City in connection with any collection efforts to recover any funds due to the City pursuant to this Contract. The City may immediately terminate this Contract if it determines, in its sole discretion, that any portion of the funds provided hereunder were improperly spent.

2.5 In addition to the provisions of Section 2.4 above, upon termination of this Contract, Contractor shall transfer to the City any funds on hand at the time of termination and any accounts receivable attributable to the use of the funds.

2.6 Contractor acknowledges and agrees that it shall expend funds solely for the Services as specified in this Contract.

ARTICLE III
(Disbursements)

3.1 Provided Contractor has fully and properly performed all obligations of Contractor, the City will make disbursements (each a "**Disbursement**" and collectively, the "**Disbursements**") to Contractor for the Services, up to the maximum amount of the funds, and subject to the requirements of Attachment C-1, *Conditions Precedent for Disbursements*. However, in no event shall the City be obligated to make disbursements of the funds more than the verified Services costs. Nothing contained in this Contract constitutes or creates any duty on or warranty by the City regarding (a) the accuracy or reasonableness of Contractor's response to the RFP; (b) the feasibility or quality of the contracts entered into by Contractor for performance of the Services, if any; (c) the proper application by Contractor of the funds; (d) the quality of the Services; or (e) the competence or qualifications of any third party furnishing services in connection with this Contract.

3.2 No Disbursement will be made for partial completion of a roof replacement project. Each roof replacement project muut be completed in its entirety before any Disbursement will be made to Contractors for the work performed on that roof replacement project. The City shall not be liable to any contractors or subcontractors of Contractor for payment on any contract or subcontract, and all contractors and subcontractors shall look solely to Contractor for payment.

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3.3 Contractor shall submit disbursement requests to the City no more frequently than monthly for roof replacement projects completed since the prior disbursement request. Each disbursement request shall constitute a representation by Contractor to the City that: (a) the assistance provided to recipients conforms with all applicable rules and regulation of the public authorities having jurisdiction, (b) the value of the assistance is as stated, (c) payment for the items described in the disbursement request has been made (or, at the option of the City, will be made by the City directly to the provider of the service), (d) the disbursement request is consistent with the terms of this Contract, and (e) no event of default or event which, with the giving of notice or the passage of time, or both, would constitute an event of default, has occurred and is continuing.

3.4 The Contractor Disbursement Request Form is attached as **Attachment C-2**. In each disbursement request, Contractor shall certify and describe in detail reasonably acceptable to City (a) the Services provided including the individuals served, and (b) the amount Contractor is seeking. Contractor shall attach to each Disbursement Request Form such invoices, receipts, cancelled checks (or evidence that payment has cleared Contractor's banking account), and other documents required by the City evidencing that the costs and expenses were actually incurred and paid for by Contractor and were expended on and pertain to the Services. Failure by Contractor to provide the City with the required documentation to receive payment under this Contract shall result in a denial of Contractor's disbursement request and shall constitute a material breach of this Contract.

3.5 The City shall have no obligation to make any Disbursement (a) unless the City is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such Disbursement has been satisfied, or (b) if an event of default or an event which, with the giving of notice or the passage of time, or both, would constitute an event of default has occurred and is continuing. Nothing contained in this Contract shall constitute or create any warranty by the City regarding the proper application by Contractor of the proceeds, and the City's disbursement of funds shall not estop the City from seeking return of unspent or misspent funds as provided elsewhere in this Contract.

3.6 Nothing contained in this Contract, or any other document attached hereto or contemplated hereby, shall constitute or create any duty on or warranty by the City regarding (a) the accuracy or reasonableness of a Disbursement Request, (b) the proper application by Contractor of the funds, (c) the quality of the Services, or (d) the competence or qualifications of any third party furnishing services, labor, or materials in connection with the Services. Contractor acknowledges that it has not relied and will not rely upon any experience, awareness, or expertise of the City regarding these matters.

ARTICLE IV
(Term and Termination)

4.1 The term of this Contract shall commence on the Effective Date and **shall expire on the Termination Date**, unless terminated sooner with or without cause, by either party giving thirty (30) days' prior written notice of the termination as provided herein. The City may renew this Contract for up to two (2) additional one-year terms in accordance with the RFP.

4.2 The occurrence of any one or more of the following events prior to the expiration or termination of this Contract shall constitute an event of default under the provisions of this Contract:

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(a) Failure to perform or observe any material term, agreement, covenant, or condition of this Contract, which default continues for thirty (30) days after written notice thereof (unless a shorter period is set forth elsewhere in this Contract).

(b) A violation of any applicable federal, state, or local law, rule, regulation, or policy with respect to the subject matter of this Contract.

(c) If any representation or warranty contained in this Contract shall be false or misleading in any material respect.

(d) The application by Contractor for, or consent to, the appointment of a receiver, trustee, liquidator, or custodian (or similar official) of all (or a substantial part) of its assets. A default under this provision includes any instance where Contractor:

(i) is unable or admits in writing its inability to pay its debts as they mature;

(ii) makes a general assignment for the benefit of creditors;

(iii) is adjudicated as bankrupt or insolvent;

(iv) files a voluntary petition in bankruptcy or a petition or answer seeking reorganization or any arrangement with creditors;

(v) agrees to take advantage of any insolvency law, file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization, or insolvency proceeding;

(vi) if any corporate action shall be taken by Contractor for any purpose of effecting any of the foregoing; or

(vii) if any order, judgment, or decree shall be entered by a court of competent jurisdiction approving a petition seeking reorganization or appointing a receiver, trustee, liquidator, or custodian (or other similar official) of all or a substantial part of its assets, and such other judgment or decree shall continue unstayed and in effect for a period of thirty (30) consecutive days.

(e) An event of default by Contractor under any other agreement or transaction between Contractor and the City.

4.3 If the City terminates this Contract due to an event of default by Contractor, then the City may exercise all rights and remedies it may have at law or in equity. Failure or delay on the part of the City to notify Contractor of a default is not a waiver by the City of the default or of any future default of Contractor.

4.4 Termination shall be effective at the close of business on the 30th day after date of notice without the necessity of any further notice to Contractor if the breach has not been corrected within the thirty (30) day period. Notice shall be delivered in accordance with the notices provision of this Contract. Upon receipt of a notice of termination and, except as otherwise directed, Contractor shall:

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(a) Cease working under this Contract;

(b) Place no further orders or subcontracts related to the performance of the Services;

(c) Terminate all orders and subcontracts related to the performance of the Services; and

(d) Prepare all necessary reports and documents required under the terms of this Contract up to the date of termination, including the final report, without reimbursement for the services rendered in completing the reports beyond the termination date.

4.5 If Contractor should materially fail to comply with any term of this Contract, then the City may terminate this Contract and shall reimburse Contractor, subject to the requirements for reimbursement in this Contract, for eligible, necessary, and reasonable payments made by Contractor up to the date of the termination only.

ARTICLE V
(Reporting and Auditing)

5.1 During the term of this Contract, Contractor shall provide a report of the use of the funds in the delivery of the Services. This report shall be certified by a person in a senior management position with Contractor. The report shall include information on the amounts paid for all units of services. The report shall be submitted within one hundred twenty (120) days following the close of Contractor's fiscal year and annually thereafter during the term of this Contract and at the expiration or termination of this Contract.

5.2 Contractor shall: (a) throughout the term of this Contract and for a period of five (5) years after the expiration or termination of this Contract, maintain and retain all books, records, papers, and other documentation or evidence in its possession or the possession of any parent organization or subsidiary, pertaining to costs or expenses of delivering the Services; and (b) at all reasonable times during the term of this Contract and for a period of five (5) years after the expiration or termination of this Contract, make available to the City and permit the City to examine, inspect, copy, and have access to, those books, records, papers, and other documentation or evidence.

5.3 Contractor shall not use any portion of the funds to pay for any costs or expenses associated with the reporting requirements of this Contract, financial or otherwise.

ARTICLE VI
(Insurance; Indemnification)

6.1 Contractor is an independent contractor, and not an employee, agent, partner, joint venturer, representative, or associate of the City, conducting the services required by this Contract. Contractor is solely responsible for the means, methods, techniques, sequences, and procedures used in its performance of this Contract.

6.2 Contractor shall hold harmless and indemnify the City in accordance with the terms and conditions set forth in **Attachment F**.

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6.3 Without limiting its liability under this Contract and prior to commencement of any work, Contractor shall procure and maintain for the life of this Contract, at its sole expense, insurance including all terms, conditions, types, and limits in the amounts not less than stated in **Attachment G**.

ARTICLE VII
(Representations and Warranties by Contractor)

7.1 Without limiting the representations, warranties, and covenants of Contractor set forth elsewhere in this Contract, as a material inducement for the City to enter into this Contract, Contractor acknowledges that as of the Effective Date, and continuing during the term of this Contract as if continuously reiterated, that the following is true:

(a) Contractor is a Florida not-for-profit corporation authorized to conduct business and is in good standing in the State of Florida. Contractor has full power and authority to execute and deliver this Contract and all documents contemplated by this Contract, and to perform its contractual obligations. Contractor's entering into this Contract will not conflict with or result in a breach of any other agreement in which Contractor is a party. The individual signing this Contract on behalf of Contractor has full power and authority to do so, and Contractor shall deliver to the City promptly upon request all documents reasonably requested by the City to evidence that authority.

(b) Contractor has tax-exempt status pursuant to Section 501(c) of the Internal Revenue Code.

(c) The making, execution, and delivery of this Contract and performance of all contractual obligations by Contractor have been duly authorized and approved by Contractor's shareholders, members, partners, or Board of Directors (as the case may be).

(d) When executed by the City, this Contract and all documents contemplated by this Contract constitute a legal, valid, and binding obligation of Contractor, enforceable in accordance with their respective terms.

(e) This Contract and all documents contemplated by this Contract do not and will not contravene any provision of the governing documents of Contractor, any judgment, order, decree, writ, or injunction to which Contractor is bound, or any provision of any applicable law or regulation to which Contractor is bound.

(f) Contractor and each of its subcontractors, and other persons performing services relating to the Services hold all necessary licenses, permits, and authorizations required by all applicable governmental agencies and authorities as a condition precedent to conduct business in the State of Florida and to perform the Services. Contractor shall promptly deliver to the City, upon request, all documents reasonably requested by the City to evidence such licenses, permits, and authorizations.

(g) Contractor has not employed or retained any third party having a relationship with the City to solicit or secure this Contract and has not paid or agreed or promised to pay any such person any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Contract.

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(h) Contractor has not engaged a broker, finder, or other similar third party in connection with this Contract that would obligate the City to pay any cost, expense, or fee to such broker, finder, or other similar third party.

(i) Contractor is not in breach of any prior donation agreement or City code provisions by which the City donated property to Contractor for the development of affordable housing.

(j) Contractor is not on the Council Auditor's Non-Compliance List pursuant to Chapter 118, *Jacksonville Ordinance Code*, or the Vendor Debarment List pursuant to Chapter 126, *Jacksonville Ordinance Code*.

(k) Contractor is not in breach of any of the conditions or requirements of any City grant award or program.

(l) Contractor is not delinquent on taxes or payment of liens, including code enforcement, nuisance liens, demolition liens, or other municipal liens or fines, on real property owned by Contractor and incurred after Contractor took ownership of the real property.

(m) Contractor is not in litigation against the City, other than as an agent, attorney, guardian, or personal representative of an estate.

(n) All of Contractor's representations, warranties, indemnities, and other covenants set forth in this Contract are continuing in nature and shall survive the termination of this Contract.

ARTICLE VIII
(Other Covenants)

8.1 Contractor shall complete the Services **no later than the Termination Date**. Completion of the Services shall have occurred only when Contractor shall furnish to the City a completion report or its equivalent (if available in the jurisdiction) as required to establish to the City's satisfaction that the Services have been properly completed and the funds have been fully disbursed in accordance with this Contract. The City's acceptance of the completion report shall not stop the City from seeking return of unspent or misspent funds as provided elsewhere in this Contract.

8.2 All contract services shall be performed strictly in accordance with all governing laws, statutes, ordinances, codes, regulations, and restrictions.

8.3 If Contractor defaults on this Contract, the City shall be entitled to, and Contractor shall be required to repay to the City, a sum up to the amount of the then-disbursed funds.

8.4 Contractor shall ensure the Services meet and are compliant with all governing federal, state, and local affordable housing requirements, as currently in effect and as may be amended from time to time.

8.5 During the term of this Contract, Contractor shall permit the City's Chief of the Housing and Community Development Division or other City designated personnel, to monitor compliance by Contractor with the provisions of this Contract. During the term of this Contract,

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during normal business hours and with prior notice to Contractor, representatives of the City shall have the right of access to Contractor's records and employees, as they relate to the Services. This paragraph is in addition to any other records maintenance and retention requirements of this Contract.

8.6 Except as otherwise expressly provided herein, Contractor has discretion and control, free from interference, interruption, or disturbance, in all matters relating to the management, development, and operation of the Services in compliance with the terms and conditions of this Contract and all governing federal, state, and local laws, rules, regulations, and policies (including without limitation, applicable zoning, subdivision, building, and fire codes). Contractor's discretion, control, and authority with respect to its performance of this Contract includes, without limitation, the following matters:

(a) the implementation of the Services;

(b) the negotiation and execution of contracts, agreements, and other documents with third parties, in form and substance satisfactory to Contractor; and

(c) the preparation of budgets, cost estimates, financial projections, statements, information, and reports as Contractor deems appropriate.

ARTICLE IX
(Miscellaneous)

9.1 This Contract shall not be amended or modified in any way except by an instrument in writing executed by both parties.

9.2 Any notices permitted or required in this Contract, shall be in writing and shall be duly delivered and given when personally served, or the next business day after such notice is sent by overnight delivery service by a nationally recognized courier such as Federal Express or UPS with delivery charges paid by the sender, or three (3) business days after such notice is mailed to the person at the address designated in this Contract. If notice is mailed, it shall be mailed, postage prepaid, in the United States mail by certified or registered mail, return receipt requested. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any party may change its address as designated in this Contract by giving such notice of the change to the other party. The addresses for notices to the parties are as follows:

To the City:

City of Jacksonville
Housing and Community Development Division
214 North Hogan Street, 7TH Floor
Jacksonville, Florida 32202
Attention: Chief

To Contractor:

Northeast Florida Builders Association Builders Care, Inc.
6747 Southpoint Parkway
Jacksonville, Florida 32216
Attention: Executive Director

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9.3 TIME IS OF THE ESSENCE in the performance of the obligations created by this Contract. If performance falls on a Saturday, Sunday, or state legal holiday, the date for performance shall be the next day that is not a Saturday, Sunday, or state legal holiday. Saturdays, Sundays, and state legal holidays shall not be considered business days.

9.4 No waiver of any provision of this Contract may occur or be enforced unless it is signed by both parties. The failure or delay by either party in asserting any of its rights or remedies as to any default shall not constitute a waiver of the default or any other default or any related rights or remedies.

9.5 Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.6 Except as expressly provided to the contrary in this Contract, if any of the provisions of this Contract are unenforceable, the enforceability of the remaining provisions of this Contract shall not be affected, unless the unenforceable provisions contain material terms of the transaction.

9.7 The rights and obligations of the parties under the provisions of this Contract inure to the benefit of and are binding upon the parties. This Contract is for the sole and exclusive benefit of the parties, and no third party is intended to or shall have any rights or benefits under the provisions of this Contract.

9.8 All legal actions or proceedings arising out of or related to this Contract shall lie exclusively in a state or federal court in Duval County, Florida. This Contract shall be governed by, construed, and enforced according to the laws of the State of Florida.

9.9 As required by Section 126, Part 4, *Jacksonville Ordinance Code*, and directives from the City administration, Contractor has adopted and will maintain a policy of nondiscrimination or nonharassment 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 for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided, that Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of this Contract. If any of the obligations of this Contract are to be performed by a subcontractor or third-party service provider, the provisions of subsections (a) and (b) of Section 126.404, *Jacksonville Ordinance Code*, shall be incorporated into and become a part of the subcontract.

9.10 Contractor shall, upon the City's request: (a) promptly correct any defect, error, or omission in this Contract and any related documents; (b) execute, acknowledge, deliver, procure, record, or file such further instruments and do such further acts deemed necessary, desirable, or proper by the City to carry out the purposes of this Contract; (c) execute, acknowledge, deliver, procure, file, or record any documents or instruments deemed necessary, desirable, or proper by the City to protect its rights against the rights or interests of third persons; and (d) provide such

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certificates, documents, reports, information, affidavits, and other instruments and do such further acts deemed necessary, desirable, or proper by the City to carry out the purposes of this Contract.

9.11 Unless otherwise expressly provided in this Contract, if a conflict exists between any provisions of this Contract and any exhibit attached to or referenced in this Contract, the provisions of this Contract shall govern to the extent of such conflict. The parties agree that they have had meaningful input into the terms and conditions of this Contract. Contractor acknowledges that it has had ample time to review this Contract and related documents with counsel of its choice. Should any provision of this Contract require judicial interpretation, there shall be no presumption that the terms of this Contract shall be more strictly construed against either party.

9.12 Captions and headings in this Contract are for convenience of reference only and shall not affect the construction of this Contract.

9.13 The parties shall follow the provisions of Section 126.112, *Jacksonville Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same. No person who is an employee, agent, consultant, officer, or elected or appointed official of the City, or of any designated public agencies, or contractors or subcontractors receiving funds or who exercise or have exercised any functions or responsibilities with respect to SHIP Program activities or who are in a position to participate in a decision making process or gain inside information with regard to their activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect to the activity, or the proceeds from an agreement, either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. In addition, in the procurement of labor, supplies, equipment, and services by Contractor or by any contractor, subcontractor, or other persons working on the Services, the conflict-of-interest provisions of any applicable federal, state, or local law, rule, regulation, or policy shall be adhered to by the participants.

9.14 All representations, warranties, indemnities, and other covenants by Contractor in this Contract are continuing in nature and shall survive the expiration or early termination of this Contract.

9.15 Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and policies as the same exist and as amended from time to time, including, but not limited to, Chapter 119, *Florida Statutes* (Public Records Law), specifically the provisions of Section 119.0701(b), *Florida Statutes*, and Section 286.011, *Florida Statutes* (Florida Sunshine Law). If any of the obligations of this Contract are to be performed by a subcontractor of Contractor, Contractor shall incorporate the provisions of this section into and shall become a part of the subcontract.

9.16 In accordance with Section 119.0701, *Florida Statutes*, Contractor shall: (a) keep and maintain public records required by the City to perform the Services; (b) upon request from City's custodian of public records, provide the 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; (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 the City; and (d) upon completion of this Contract, transfer to the City at no cost all public records in possession of Contractor or keep and maintain public records required by the City to perform the Services. If Contractor transfers all public records to the City upon completion of this Contract, Contractor shall

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO CONTRACTOR'S WORK UNDER THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 255-7674; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

9.17 Contractor has received, reviewed, understands, is familiar with, and will comply with the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Jacksonville Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Jacksonville Ordinance Code*.

9.18 A person or affiliate who has been placed on the State of Florida Convicted Vendor List following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of Twenty Five Thousand Dollars ($25,000.00) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

9.19 The rights and obligations of this Contract may not be assigned, in whole or part, by either party without the prior written approval of the other party.

9.20 Prompt Payment to Subcontractors and Suppliers:

(a) Nothing in this Contract shall prohibit Contractor from disputing all or any portion of a payment alleged to be due to its contractors, subcontractors, or suppliers. If a dispute arises, Contractor may withhold the disputed portion of the payment only after Contractor has provided notice to the City and to the contractor, subcontractor, or supplier whose payment is in dispute. The 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 the City and the contractor, subcontractor, or supplier within ten (10) calendar days after Contractor's receipt of payment from the City. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

(b) Contractor shall pay all contracts awarded including those to certified Jacksonville Small and Emerging Businesses ("JSEBs") as those entities are defined in Chapter 126, *Jacksonville Ordinance Code*, their pro-rata earnings, less any retainage, from the progress payments made by the City within seven (7) business days after Contractor's receipt of payment from the City. The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the contractor or certified JSEB at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall include with its requisition for payment,

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documentation that sufficiently demonstrates Contractor has made proper payments to its contractors and certified JSEBs from all prior payments Contractor has received from the City. Contractor shall not unreasonably withhold payments to its contractors or certified JSEBs if Contractor received payment. If Contractor disputes payment to its contractors or certified JSEBs, the procedures of subsection (a) above shall be followed. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the contractor or JSEB within seven (7) business days is a breach of this Contract, compensable at one percent (1%) of the outstanding invoice being withheld by Contractor. Continued failure to adhere to these provisions for payments to contractors, JSEBs may be cause for termination of this Contract.

(c) The prompt payment requirements imposed by this Contract do not create any contractual relationship or obligation between the City and any contractor, subcontractor, supplier, JSEB, or any third party, and the City has no liability for Contractor's failure to make timely payments. However, Contractor's failure to comply with the prompt payment requirements constitutes a material breach of its contractual obligations to the City. As a result of the breach, the City, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks, and (ii) charge Contractor a two-tenths percent (0.2%) daily late payment interest charge or other charges specified in Chapter 126, *Jacksonville Ordinance Code*, for JSEBs and Chapter 218, *Florida Statutes*, for non-JSEBs, whichever is greater.

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

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Recipient is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor:

(1) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, *Florida Statutes*; or

(2) Is engaged in business operations in Cuba or Syria.

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

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

(2) 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*; and

(3) Is engaged in business operations in Cuba or Syria.

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

(1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or

(2) Is engaged in a boycott of Israel.

9.22. Contractor shall annually attend all training workshops relating to the subject matter of this Contract as reasonably required by the City.

9.23 This Contract may be executed electronically and in any number of counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

9.24 This Contract constitutes the entire understanding and agreement between the parties with respect to its subject matter and supersedes all prior negotiations, representations, agreements, and understandings, oral or written, between the parties with respect to its subject matter.

[Remainder of page left intentionally blank; signature pages to follow].

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

NORTHEAST FLORIDA BUILDERS ASSOCIATION BUILDERS CARE, INC., a Florida not-for-profit corporation

By: Krissy Barkas
Krissy Barkas
Executive Director

DATED: September 29, 2025

CONTRACTOR INFORMATION

Name: Northeast Florida Builders Association Builders Care, Inc.
Contact: Krissy Barkas, Executive Director
Telephone: (904) 727-3443
E-Mail: kbarkas@nefba.com
Federal Tax Identification Number: 59-3742789

ATTEST:

By: James R. McCain
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

By: Kelli O'Leary
Donna Deegan
Mayor

DATED: 10/7/2025

Kelli O'Leary
Deputy Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-04

FORM APPROVED:

By: DS
Office of General Counsel

GC-#1711122-v1-SHIP_Services_Contract_(Roof_Replacement_Program)_-_Northeast_Florida_Builders_Association_Builders_Care

G:\Finance & Compliance\Legal\Contracts\OGC Final Approved\2025\ 2025 SHIP Contract (Roof Replacement Program) – Northeast Florida Builders Association Builders Care.doc

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City of Jacksonville, Florida

Donna Deegan, Mayor

Housing and Community Development Division
Ed Ball Building
214 North Hogan Street, 7th Floor
(904) 255-8200
Jacksonville, FL 32202
www.coj.net

A NEW DAY.

MEMORANDUM

TO: Dustin Freeman, Chief of Procurement
Finance & Administration Department

FROM: Travis Jeffrey, Chief
Housing & Community Development Division

DATE: April 24, 2026

RE: Request for Renewal – NEFBA Roof Replacement Program

Pursuant to the JPAC Award dated August 8, 2025, and approved by the Mayor's Office on August 8, 2025, the City of Jacksonville ("City") and Northeast Florida Builders Association Builders Care, Inc., entered into Contract 72197-25 for the Roof Replacement Program (the "Contract"), which included two (2) one-year renewal options.

Builders Care has expended over 50% of its contract and anticipates fully expending the contract amount within the next three months. The supplier has provided satisfactory performance and has met the terms of its scope of services on all work provided to date.

The Housing & Community Development Division requests to exercise the first of two renewal options to the Contract to extend the period of services to October 7, 2027, with an annual not to exceed amount of $750,000, with all other terms and conditions remaining the same except for any such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, procurement policies and procedures, and applicable federal and state laws.

If there are any questions, they may be directed to Travis Jeffrey at 255-8227.

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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: Roof Replacement Program

Requested Action and Justification:

Recommend approval of award to the highest-scoring responsive, responsible bidder, Northeast Florida Builders Association Builders Care Inc. to provide home roof replacement for low-to-moderate income households in Duval County. The period of service will the commence upon execution of contract and will continue for one (1) year, with two (2) one (1) year renewal options. Total expenditure amount not to exceed $750,000.

This award will be executed by formal contract through the Office of General Counsel.

Supplier:	Northeast Florida Builders Assn	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	07/07/2025

POA #:	n/a	**PO #:**	n/a	**Change Order #:**	n/a
Solicitation #:	RFP-NONCON 16800 25	**Contract #:**	n/a	**Contract Amd #:**	n/a
Term:	1 year	**Options:**	2, 1-year	**Options Used:**	n/a

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

Fund:	11701	**Center:**	174106	**Acct:**	583040	**Proj:**	010539	**Activity:**	00000000	$ 350,000.00
Fund:	11701	**Center:**	174106	**Acct:**	583040	**Proj:**	010761	**Activity:**	00000000	$ 400,000.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 750,000.00	**Contingent Amt:**	$ 0	**DMP/ODPO Amt:**	$ 0

Using Agency/BU:	ERCD:HOUSING_AND_COMMUNITY_DEVELOPMENT		
Concurrence:	Jeffrey, Travis	**Title:**	CHIEF OF HOUSING AND COMMUNITY DEVELOPMENT 7/30/2025
Concurrence:		**Title:**	
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Procurement Analyst/Buyer:	Simpson, Sandy	**Chief of Procurement:**	8/5/2025
Name:	Simpson, Sandy	**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:**	Karen Bowling
Date:	8/8/2025	**Date:**	8/8/2025

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

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STATE HOUSING INITIATIVES PARTNERSHIP ("SHIP") SERVICES CONTRACT
(Roof Replacement Program)

THIS SERVICES CONTRACT (this "**Contract**") is entered into this 7th day of October, 2025 (the "**Effective Date**"), between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the "**City**"), and **NORTHEAST FLORIDA BUILDERS ASSOCIATION BUILDERS CARE, INC.**, a Florida not-for-profit corporation ("**Contractor**").

RECITALS:

WHEREAS, the City is a participating jurisdiction in the SHIP Program (the "**SHIP Program**") established by the State of Florida; and

WHEREAS, pursuant to **Ordinances 2023-335-E and 2024-433-E**, the City has appropriated a portion of SHIP Program funds received from the State to procure the Contractor to provide services for the roof replacement program to eligible households in Duval County, Florida, as set forth in this Contract; and

WHEREAS, the City issued a Request for Proposal No. **16800-25** (the "**RFP**") for services relating to the roof replacement program (the "**Services**"), as more fully described in the RFP; and

WHEREAS, based upon Contractor's response to the RFP, on August 8, 2025, the City's Jacksonville Awards Procurement Committee and Mayor authorized the award of a contract to Contractor.

NOW, THEREFORE, in consideration of the mutual promises and covenants of this Contract, the parties agree as follows:

ARTICLE 0
(Incorporation by Reference)

0.1 The above stated recitals are true and correct and, by this reference, are made a part of and are incorporated in this Contract.

0.2. 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:

(a) This Contract, as modified by any subsequent signed amendments
(b) Attachments to this Contract
(c) Bid Specifications for the Roof Replacement Program
(d) Any amendments to the Bid Specifications
(e) Contractor's response to the RFP, provided that any terms in the response that are prohibited under or conflict with the RFP shall not be included in this Contract.

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ARTICLE I
(Scope of Services/Supervision)

1.1 Contractor shall perform the Services more particularly described in **Attachment A** attached hereto in accordance with the terms and conditions of this Contract and under the general coordination of the City's Neighborhoods Department, Housing and Community Development Division. If any services, functions, or responsibilities not specifically set forth in this Contract are necessary for the proper performance of the Services, then they are deemed implied by and included within the Services.

1.2 In addition to the requirements, limitations, and restrictions set forth elsewhere in this Contract, Contractor shall use the funds in a manner consistent with all applicable federal, state, and local laws, rules, regulations, and policies, as amended from time to time, during the term of this Contract; including, without limitation, all laws, rules, regulations, and policies governing the funds, the terms of which are incorporated into this Contract by reference. Contractor acknowledges and agrees that it has reviewed, understands, and is familiar with all applicable federal, state, and local laws, rules, regulations, and policies concerning this Contract, and it has not relied on the City as to the content or meaning of such laws, rules, regulations, or policies. If any of the obligations of this Contract are to be performed by a subcontractor of Contractor, Contractor shall incorporate the provisions of this Section 1.2 into the subcontract. Additionally, Contractor represents and warrants to the City that Contractor has reviewed, understands, and is familiar with and will comply with the provisions of the Jacksonville Ethics Code, Chapter 602, *Jacksonville Ordinance Code*, and the provisions of the Jacksonville Procurement Code, Chapter 126, *Jacksonville Ordinance Code*.

1.3 Nothing contained in this Contract or any other document (attached to or contemplated by this Contract) shall constitute or create any duty on or warranty by the City regarding: (a) the accuracy or reasonableness of the Schedule of Fixed Pricing Rates attached hereto as **Attachment B**, or Contractor's budget; (b) the proper application by Contractor of the City funds provided hereunder; (c) the quality of the Services by Contractor; or (d) the competence or qualifications of any third party furnishing services, labor, or materials in connection with the Services. Contractor acknowledges that it has not relied and will not rely upon any experience, awareness, or expertise of the City regarding the aforesaid matters. Contractor acknowledges that the City's only responsibility under the provisions of this Contract is to pay up to the amount provided for if Contractor performs the Services in accordance with this Contract and to the City's satisfaction. The City shall not be liable to any contractors or subcontractors of Contractor for payment on any contract or subcontract, and all contractors and subcontractors shall look solely to Contractor for payment. Contractor shall include this Section 1.3 in its contracts and any subcontracts to which Contractor may be a party for performance of the Services required in this Contract.

ARTICLE II
(Funding)

2.1 The City agrees to pay to Contractor **an amount not to exceed Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00)**, which amount is the maximum indebtedness of the City pursuant to Section 106.431, *Jacksonville Ordinance Code*, under the terms of this Contract.

2.2 The City shall pay the funds to Contractor over the period of this Contract commencing on the Effective Date and **ending one year from the Effective Date** (the "**Termination Date**"), with two (2) one-year renewal options, in accordance with the provisions of

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this Contract. Payments to Contractor for the Services shall be made on a reimbursement basis as set forth in **Attachment C-1** (Conditions Precedent for Disbursements). The City shall not be required to advance any funds. Contractor shall expend the funds solely and exclusively for the Services and Contractor shall not expend or otherwise use any of the funds for any other purpose. The City's obligation to fund the disbursements to Contractor for the Services shall be limited to eligible expenses incurred by Contractor **on or before the Termination Date**, and the City's obligation to make disbursements to Contractor shall end sixty (60) days thereafter.

2.3 The method of payment shall be according to the Conditions Precedent to City's Disbursements as described in **Attachment C-1**. The City shall not be obligated or required to make any disbursements if Contractor is in breach of this Contract.

2.4 Any unused or residual funds remaining at the termination of this Contract or after completion of the Services, whichever comes first, shall revert to and belong to the City (including any funds on hand at the time of expiration of funding and any accounts receivable attributable to the use of the funds)If Contractor receives or expends any portion of the funds in a manner inconsistent with the terms of this Contract (which shall include any funds reimbursed to Contractor by the City in error) or any applicable federal, state, or local law, rule, regulation, or policy, then Contractor shall, upon receipt of notice from the City, immediately refund and return all such funds to the City without demand or further notice. Contractor shall also reimburse the City for all costs, expenses, and fees, including attorneys' fees and court costs, incurred or expended by the City in connection with any collection efforts to recover any funds due to the City pursuant to this Contract. The City may immediately terminate this Contract if it determines, in its sole discretion, that any portion of the funds provided hereunder were improperly spent.

2.5 In addition to the provisions of Section 2.4 above, upon termination of this Contract, Contractor shall transfer to the City any funds on hand at the time of termination and any accounts receivable attributable to the use of the funds.

2.6 Contractor acknowledges and agrees that it shall expend funds solely for the Services as specified in this Contract.

ARTICLE III
(Disbursements)

3.1 Provided Contractor has fully and properly performed all obligations of Contractor, the City will make disbursements (each a "**Disbursement**" and collectively, the "**Disbursements**") to Contractor for the Services, up to the maximum amount of the funds, and subject to the requirements of Attachment C-1, *Conditions Precedent for Disbursements*. However, in no event shall the City be obligated to make disbursements of the funds more than the verified Services costs. Nothing contained in this Contract constitutes or creates any duty on or warranty by the City regarding (a) the accuracy or reasonableness of Contractor's response to the RFP; (b) the feasibility or quality of the contracts entered into by Contractor for performance of the Services, if any; (c) the proper application by Contractor of the funds; (d) the quality of the Services; or (e) the competence or qualifications of any third party furnishing services in connection with this Contract.

3.2 No Disbursement will be made for partial completion of a roof replacement project. Each roof replacement project muut be completed in its entirety before any Disbursement will be made to Contractors for the work performed on that roof replacement project. The City shall not be liable to any contractors or subcontractors of Contractor for payment on any contract or subcontract, and all contractors and subcontractors shall look solely to Contractor for payment.

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3.3 Contractor shall submit disbursement requests to the City no more frequently than monthly for roof replacement projects completed since the prior disbursement request. Each disbursement request shall constitute a representation by Contractor to the City that: (a) the assistance provided to recipients conforms with all applicable rules and regulation of the public authorities having jurisdiction, (b) the value of the assistance is as stated, (c) payment for the items described in the disbursement request has been made (or, at the option of the City, will be made by the City directly to the provider of the service), (d) the disbursement request is consistent with the terms of this Contract, and (e) no event of default or event which, with the giving of notice or the passage of time, or both, would constitute an event of default, has occurred and is continuing.

3.4 The Contractor Disbursement Request Form is attached as **Attachment C-2**. In each disbursement request, Contractor shall certify and describe in detail reasonably acceptable to City (a) the Services provided including the individuals served, and (b) the amount Contractor is seeking. Contractor shall attach to each Disbursement Request Form such invoices, receipts, cancelled checks (or evidence that payment has cleared Contractor's banking account), and other documents required by the City evidencing that the costs and expenses were actually incurred and paid for by Contractor and were expended on and pertain to the Services. Failure by Contractor to provide the City with the required documentation to receive payment under this Contract shall result in a denial of Contractor's disbursement request and shall constitute a material breach of this Contract.

3.5 The City shall have no obligation to make any Disbursement (a) unless the City is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such Disbursement has been satisfied, or (b) if an event of default or an event which, with the giving of notice or the passage of time, or both, would constitute an event of default has occurred and is continuing. Nothing contained in this Contract shall constitute or create any warranty by the City regarding the proper application by Contractor of the proceeds, and the City's disbursement of funds shall not estop the City from seeking return of unspent or misspent funds as provided elsewhere in this Contract.

3.6 Nothing contained in this Contract, or any other document attached hereto or contemplated hereby, shall constitute or create any duty on or warranty by the City regarding (a) the accuracy or reasonableness of a Disbursement Request, (b) the proper application by Contractor of the funds, (c) the quality of the Services, or (d) the competence or qualifications of any third party furnishing services, labor, or materials in connection with the Services. Contractor acknowledges that it has not relied and will not rely upon any experience, awareness, or expertise of the City regarding these matters.

ARTICLE IV
(Term and Termination)

4.1 The term of this Contract shall commence on the Effective Date and **shall expire on the Termination Date**, unless terminated sooner with or without cause, by either party giving thirty (30) days' prior written notice of the termination as provided herein. The City may renew this Contract for up to two (2) additional one-year terms in accordance with the RFP.

4.2 The occurrence of any one or more of the following events prior to the expiration or termination of this Contract shall constitute an event of default under the provisions of this Contract:

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(a) Failure to perform or observe any material term, agreement, covenant, or condition of this Contract, which default continues for thirty (30) days after written notice thereof (unless a shorter period is set forth elsewhere in this Contract).

(b) A violation of any applicable federal, state, or local law, rule, regulation, or policy with respect to the subject matter of this Contract.

(c) If any representation or warranty contained in this Contract shall be false or misleading in any material respect.

(d) The application by Contractor for, or consent to, the appointment of a receiver, trustee, liquidator, or custodian (or similar official) of all (or a substantial part) of its assets. A default under this provision includes any instance where Contractor:

(i) is unable or admits in writing its inability to pay its debts as they mature;

(ii) makes a general assignment for the benefit of creditors;

(iii) is adjudicated as bankrupt or insolvent;

(iv) files a voluntary petition in bankruptcy or a petition or answer seeking reorganization or any arrangement with creditors;

(v) agrees to take advantage of any insolvency law, file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization, or insolvency proceeding;

(vi) if any corporate action shall be taken by Contractor for any purpose of effecting any of the foregoing; or

(vii) if any order, judgment, or decree shall be entered by a court of competent jurisdiction approving a petition seeking reorganization or appointing a receiver, trustee, liquidator, or custodian (or other similar official) of all or a substantial part of its assets, and such other judgment or decree shall continue unstayed and in effect for a period of thirty (30) consecutive days.

(e) An event of default by Contractor under any other agreement or transaction between Contractor and the City.

4.3 If the City terminates this Contract due to an event of default by Contractor, then the City may exercise all rights and remedies it may have at law or in equity. Failure or delay on the part of the City to notify Contractor of a default is not a waiver by the City of the default or of any future default of Contractor.

4.4 Termination shall be effective at the close of business on the 30th day after date of notice without the necessity of any further notice to Contractor if the breach has not been corrected within the thirty (30) day period. Notice shall be delivered in accordance with the notices provision of this Contract. Upon receipt of a notice of termination and, except as otherwise directed, Contractor shall:

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(a) Cease working under this Contract;

(b) Place no further orders or subcontracts related to the performance of the Services;

(c) Terminate all orders and subcontracts related to the performance of the Services; and

(d) Prepare all necessary reports and documents required under the terms of this Contract up to the date of termination, including the final report, without reimbursement for the services rendered in completing the reports beyond the termination date.

4.5 If Contractor should materially fail to comply with any term of this Contract, then the City may terminate this Contract and shall reimburse Contractor, subject to the requirements for reimbursement in this Contract, for eligible, necessary, and reasonable payments made by Contractor up to the date of the termination only.

ARTICLE V
(Reporting and Auditing)

5.1 During the term of this Contract, Contractor shall provide a report of the use of the funds in the delivery of the Services. This report shall be certified by a person in a senior management position with Contractor. The report shall include information on the amounts paid for all units of services. The report shall be submitted within one hundred twenty (120) days following the close of Contractor's fiscal year and annually thereafter during the term of this Contract and at the expiration or termination of this Contract.

5.2 Contractor shall: (a) throughout the term of this Contract and for a period of five (5) years after the expiration or termination of this Contract, maintain and retain all books, records, papers, and other documentation or evidence in its possession or the possession of any parent organization or subsidiary, pertaining to costs or expenses of delivering the Services; and (b) at all reasonable times during the term of this Contract and for a period of five (5) years after the expiration or termination of this Contract, make available to the City and permit the City to examine, inspect, copy, and have access to, those books, records, papers, and other documentation or evidence.

5.3 Contractor shall not use any portion of the funds to pay for any costs or expenses associated with the reporting requirements of this Contract, financial or otherwise.

ARTICLE VI
(Insurance; Indemnification)

6.1 Contractor is an independent contractor, and not an employee, agent, partner, joint venturer, representative, or associate of the City, conducting the services required by this Contract. Contractor is solely responsible for the means, methods, techniques, sequences, and procedures used in its performance of this Contract.

6.2 Contractor shall hold harmless and indemnify the City in accordance with the terms and conditions set forth in **Attachment F**.

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6.3 Without limiting its liability under this Contract and prior to commencement of any work, Contractor shall procure and maintain for the life of this Contract, at its sole expense, insurance including all terms, conditions, types, and limits in the amounts not less than stated in **Attachment G**.

ARTICLE VII
(Representations and Warranties by Contractor)

7.1 Without limiting the representations, warranties, and covenants of Contractor set forth elsewhere in this Contract, as a material inducement for the City to enter into this Contract, Contractor acknowledges that as of the Effective Date, and continuing during the term of this Contract as if continuously reiterated, that the following is true:

(a) Contractor is a Florida not-for-profit corporation authorized to conduct business and is in good standing in the State of Florida. Contractor has full power and authority to execute and deliver this Contract and all documents contemplated by this Contract, and to perform its contractual obligations. Contractor's entering into this Contract will not conflict with or result in a breach of any other agreement in which Contractor is a party. The individual signing this Contract on behalf of Contractor has full power and authority to do so, and Contractor shall deliver to the City promptly upon request all documents reasonably requested by the City to evidence that authority.

(b) Contractor has tax-exempt status pursuant to Section 501(c) of the Internal Revenue Code.

(c) The making, execution, and delivery of this Contract and performance of all contractual obligations by Contractor have been duly authorized and approved by Contractor's shareholders, members, partners, or Board of Directors (as the case may be).

(d) When executed by the City, this Contract and all documents contemplated by this Contract constitute a legal, valid, and binding obligation of Contractor, enforceable in accordance with their respective terms.

(e) This Contract and all documents contemplated by this Contract do not and will not contravene any provision of the governing documents of Contractor, any judgment, order, decree, writ, or injunction to which Contractor is bound, or any provision of any applicable law or regulation to which Contractor is bound.

(f) Contractor and each of its subcontractors, and other persons performing services relating to the Services hold all necessary licenses, permits, and authorizations required by all applicable governmental agencies and authorities as a condition precedent to conduct business in the State of Florida and to perform the Services. Contractor shall promptly deliver to the City, upon request, all documents reasonably requested by the City to evidence such licenses, permits, and authorizations.

(g) Contractor has not employed or retained any third party having a relationship with the City to solicit or secure this Contract and has not paid or agreed or promised to pay any such person any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Contract.

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(h) Contractor has not engaged a broker, finder, or other similar third party in connection with this Contract that would obligate the City to pay any cost, expense, or fee to such broker, finder, or other similar third party.

(i) Contractor is not in breach of any prior donation agreement or City code provisions by which the City donated property to Contractor for the development of affordable housing.

(j) Contractor is not on the Council Auditor's Non-Compliance List pursuant to Chapter 118, *Jacksonville Ordinance Code*, or the Vendor Debarment List pursuant to Chapter 126, *Jacksonville Ordinance Code*.

(k) Contractor is not in breach of any of the conditions or requirements of any City grant award or program.

(l) Contractor is not delinquent on taxes or payment of liens, including code enforcement, nuisance liens, demolition liens, or other municipal liens or fines, on real property owned by Contractor and incurred after Contractor took ownership of the real property.

(m) Contractor is not in litigation against the City, other than as an agent, attorney, guardian, or personal representative of an estate.

(n) All of Contractor's representations, warranties, indemnities, and other covenants set forth in this Contract are continuing in nature and shall survive the termination of this Contract.

ARTICLE VIII
(Other Covenants)

8.1 Contractor shall complete the Services **no later than the Termination Date**. Completion of the Services shall have occurred only when Contractor shall furnish to the City a completion report or its equivalent (if available in the jurisdiction) as required to establish to the City's satisfaction that the Services have been properly completed and the funds have been fully disbursed in accordance with this Contract. The City's acceptance of the completion report shall not stop the City from seeking return of unspent or misspent funds as provided elsewhere in this Contract.

8.2 All contract services shall be performed strictly in accordance with all governing laws, statutes, ordinances, codes, regulations, and restrictions.

8.3 If Contractor defaults on this Contract, the City shall be entitled to, and Contractor shall be required to repay to the City, a sum up to the amount of the then-disbursed funds.

8.4 Contractor shall ensure the Services meet and are compliant with all governing federal, state, and local affordable housing requirements, as currently in effect and as may be amended from time to time.

8.5 During the term of this Contract, Contractor shall permit the City's Chief of the Housing and Community Development Division or other City designated personnel, to monitor compliance by Contractor with the provisions of this Contract. During the term of this Contract,

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during normal business hours and with prior notice to Contractor, representatives of the City shall have the right of access to Contractor's records and employees, as they relate to the Services. This paragraph is in addition to any other records maintenance and retention requirements of this Contract.

8.6 Except as otherwise expressly provided herein, Contractor has discretion and control, free from interference, interruption, or disturbance, in all matters relating to the management, development, and operation of the Services in compliance with the terms and conditions of this Contract and all governing federal, state, and local laws, rules, regulations, and policies (including without limitation, applicable zoning, subdivision, building, and fire codes). Contractor's discretion, control, and authority with respect to its performance of this Contract includes, without limitation, the following matters:

(a) the implementation of the Services;

(b) the negotiation and execution of contracts, agreements, and other documents with third parties, in form and substance satisfactory to Contractor; and

(c) the preparation of budgets, cost estimates, financial projections, statements, information, and reports as Contractor deems appropriate.

ARTICLE IX
(Miscellaneous)

9.1 This Contract shall not be amended or modified in any way except by an instrument in writing executed by both parties.

9.2 Any notices permitted or required in this Contract, shall be in writing and shall be duly delivered and given when personally served, or the next business day after such notice is sent by overnight delivery service by a nationally recognized courier such as Federal Express or UPS with delivery charges paid by the sender, or three (3) business days after such notice is mailed to the person at the address designated in this Contract. If notice is mailed, it shall be mailed, postage prepaid, in the United States mail by certified or registered mail, return receipt requested. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any party may change its address as designated in this Contract by giving such notice of the change to the other party. The addresses for notices to the parties are as follows:

To the City:

City of Jacksonville
Housing and Community Development Division
214 North Hogan Street, 7TH Floor
Jacksonville, Florida 32202
Attention: Chief

To Contractor:

Northeast Florida Builders Association Builders Care, Inc.
6747 Southpoint Parkway
Jacksonville, Florida 32216
Attention: Executive Director

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9.3 TIME IS OF THE ESSENCE in the performance of the obligations created by this Contract. If performance falls on a Saturday, Sunday, or state legal holiday, the date for performance shall be the next day that is not a Saturday, Sunday, or state legal holiday. Saturdays, Sundays, and state legal holidays shall not be considered business days.

9.4 No waiver of any provision of this Contract may occur or be enforced unless it is signed by both parties. The failure or delay by either party in asserting any of its rights or remedies as to any default shall not constitute a waiver of the default or any other default or any related rights or remedies.

9.5 Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.6 Except as expressly provided to the contrary in this Contract, if any of the provisions of this Contract are unenforceable, the enforceability of the remaining provisions of this Contract shall not be affected, unless the unenforceable provisions contain material terms of the transaction.

9.7 The rights and obligations of the parties under the provisions of this Contract inure to the benefit of and are binding upon the parties. This Contract is for the sole and exclusive benefit of the parties, and no third party is intended to or shall have any rights or benefits under the provisions of this Contract.

9.8 All legal actions or proceedings arising out of or related to this Contract shall lie exclusively in a state or federal court in Duval County, Florida. This Contract shall be governed by, construed, and enforced according to the laws of the State of Florida.

9.9 As required by Section 126, Part 4, *Jacksonville Ordinance Code*, and directives from the City administration, Contractor has adopted and will maintain a policy of nondiscrimination or nonharassment 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 for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided, that Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of this Contract. If any of the obligations of this Contract are to be performed by a subcontractor or third-party service provider, the provisions of subsections (a) and (b) of Section 126.404, *Jacksonville Ordinance Code*, shall be incorporated into and become a part of the subcontract.

9.10 Contractor shall, upon the City's request: (a) promptly correct any defect, error, or omission in this Contract and any related documents; (b) execute, acknowledge, deliver, procure, record, or file such further instruments and do such further acts deemed necessary, desirable, or proper by the City to carry out the purposes of this Contract; (c) execute, acknowledge, deliver, procure, file, or record any documents or instruments deemed necessary, desirable, or proper by the City to protect its rights against the rights or interests of third persons; and (d) provide such

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certificates, documents, reports, information, affidavits, and other instruments and do such further acts deemed necessary, desirable, or proper by the City to carry out the purposes of this Contract.

9.11 Unless otherwise expressly provided in this Contract, if a conflict exists between any provisions of this Contract and any exhibit attached to or referenced in this Contract, the provisions of this Contract shall govern to the extent of such conflict. The parties agree that they have had meaningful input into the terms and conditions of this Contract. Contractor acknowledges that it has had ample time to review this Contract and related documents with counsel of its choice. Should any provision of this Contract require judicial interpretation, there shall be no presumption that the terms of this Contract shall be more strictly construed against either party.

9.12 Captions and headings in this Contract are for convenience of reference only and shall not affect the construction of this Contract.

9.13 The parties shall follow the provisions of Section 126.112, *Jacksonville Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same. No person who is an employee, agent, consultant, officer, or elected or appointed official of the City, or of any designated public agencies, or contractors or subcontractors receiving funds or who exercise or have exercised any functions or responsibilities with respect to SHIP Program activities or who are in a position to participate in a decision making process or gain inside information with regard to their activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect to the activity, or the proceeds from an agreement, either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. In addition, in the procurement of labor, supplies, equipment, and services by Contractor or by any contractor, subcontractor, or other persons working on the Services, the conflict-of-interest provisions of any applicable federal, state, or local law, rule, regulation, or policy shall be adhered to by the participants.

9.14 All representations, warranties, indemnities, and other covenants by Contractor in this Contract are continuing in nature and shall survive the expiration or early termination of this Contract.

9.15 Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and policies as the same exist and as amended from time to time, including, but not limited to, Chapter 119, *Florida Statutes* (Public Records Law), specifically the provisions of Section 119.0701(b), *Florida Statutes*, and Section 286.011, *Florida Statutes* (Florida Sunshine Law). If any of the obligations of this Contract are to be performed by a subcontractor of Contractor, Contractor shall incorporate the provisions of this section into and shall become a part of the subcontract.

9.16 In accordance with Section 119.0701, *Florida Statutes*, Contractor shall: (a) keep and maintain public records required by the City to perform the Services; (b) upon request from City's custodian of public records, provide the 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; (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 the City; and (d) upon completion of this Contract, transfer to the City at no cost all public records in possession of Contractor or keep and maintain public records required by the City to perform the Services. If Contractor transfers all public records to the City upon completion of this Contract, Contractor shall

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO CONTRACTOR'S WORK UNDER THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 255-7674; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

9.17 Contractor has received, reviewed, understands, is familiar with, and will comply with the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Jacksonville Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Jacksonville Ordinance Code*.

9.18 A person or affiliate who has been placed on the State of Florida Convicted Vendor List following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of Twenty Five Thousand Dollars ($25,000.00) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

9.19 The rights and obligations of this Contract may not be assigned, in whole or part, by either party without the prior written approval of the other party.

9.20 Prompt Payment to Subcontractors and Suppliers:

(a) Nothing in this Contract shall prohibit Contractor from disputing all or any portion of a payment alleged to be due to its contractors, subcontractors, or suppliers. If a dispute arises, Contractor may withhold the disputed portion of the payment only after Contractor has provided notice to the City and to the contractor, subcontractor, or supplier whose payment is in dispute. The 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 the City and the contractor, subcontractor, or supplier within ten (10) calendar days after Contractor's receipt of payment from the City. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

(b) Contractor shall pay all contracts awarded including those to certified Jacksonville Small and Emerging Businesses ("JSEBs") as those entities are defined in Chapter 126, *Jacksonville Ordinance Code*, their pro-rata earnings, less any retainage, from the progress payments made by the City within seven (7) business days after Contractor's receipt of payment from the City. The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the contractor or certified JSEB at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall include with its requisition for payment,

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documentation that sufficiently demonstrates Contractor has made proper payments to its contractors and certified JSEBs from all prior payments Contractor has received from the City. Contractor shall not unreasonably withhold payments to its contractors or certified JSEBs if Contractor received payment. If Contractor disputes payment to its contractors or certified JSEBs, the procedures of subsection (a) above shall be followed. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the contractor or JSEB within seven (7) business days is a breach of this Contract, compensable at one percent (1%) of the outstanding invoice being withheld by Contractor. Continued failure to adhere to these provisions for payments to contractors, JSEBs may be cause for termination of this Contract.

(c) The prompt payment requirements imposed by this Contract do not create any contractual relationship or obligation between the City and any contractor, subcontractor, supplier, JSEB, or any third party, and the City has no liability for Contractor's failure to make timely payments. However, Contractor's failure to comply with the prompt payment requirements constitutes a material breach of its contractual obligations to the City. As a result of the breach, the City, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks, and (ii) charge Contractor a two-tenths percent (0.2%) daily late payment interest charge or other charges specified in Chapter 126, *Jacksonville Ordinance Code*, for JSEBs and Chapter 218, *Florida Statutes*, for non-JSEBs, whichever is greater.

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

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Recipient is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor:

(1) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, *Florida Statutes*; or

(2) Is engaged in business operations in Cuba or Syria.

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

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

(2) 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*; and

(3) Is engaged in business operations in Cuba or Syria.

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

(1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or

(2) Is engaged in a boycott of Israel.

9.22. Contractor shall annually attend all training workshops relating to the subject matter of this Contract as reasonably required by the City.

9.23 This Contract may be executed electronically and in any number of counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

9.24 This Contract constitutes the entire understanding and agreement between the parties with respect to its subject matter and supersedes all prior negotiations, representations, agreements, and understandings, oral or written, between the parties with respect to its subject matter.

[Remainder of page left intentionally blank; signature pages to follow].

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

NORTHEAST FLORIDA BUILDERS ASSOCIATION BUILDERS CARE, INC., a Florida not-for-profit corporation

By: Krissy Barkas
Krissy Barkas
Executive Director

DATED: September 29, 2025

CONTRACTOR INFORMATION

Name: Northeast Florida Builders Association Builders Care, Inc.
Contact: Krissy Barkas, Executive Director
Telephone: (904) 727-3443
E-Mail: kbarkas@nefba.com
Federal Tax Identification Number: 59-3742789

ATTEST:

By: James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

By: Kelli O'Leary
Donna Deegan
Mayor

DATED: 10/7/2025

Kelli O'Leary
Deputy Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-04

FORM APPROVED:

By: DS
Office of General Counsel

GC-#1711122-v1-SHIP_Services_Contract_(Roof_Replacement_Program)_-_Northeast_Florida_Builders_Association_Builders_Care

G:\Finance & Compliance\Legal\Contracts\OGC Final Approved\2025\ 2025 SHIP Contract (Roof Replacement Program) – Northeast Florida Builders Association Builders Care.doc

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Encumbrance and funding information for internal City use:

1Cloud Account for Certification of Funds	Amount

Total Maximum Indebtedness: $750,000.00

This above stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one (1) or more subsequently issued purchase order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of the *Jacksonville Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the financial obligations in the foregoing Contract; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract and it is subject to future appropriations. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

Anna Brosche

Director of Finance
City Contract #: 72197-25
POA #: 72197-25

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LIST OF CONTRACT ATTACHMENTS

Attachment A	Scope of Work and Other Program Requirements
Attachment B	Schedule of Fixed Pricing Rates
Attachment C-1	Conditions Precedent for Disbursements
Attachment C-2	Contractor Disbursement Request Form
Attachment D	Change Order Form
Attachment E	City Security Documents (Note and Mortgage Forms)
Attachment F	Indemnification
Attachment G	Insurance

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ATTACHMENT A
Scope of Work and Other Program Requirements

Contractor: Northeast Florida Builders Association Builders Care, Inc.
6747 Southpoint Parkway
Jacksonville, Florida 32216

Funding Amount: $750,000.00

Project Description: Roof Replacement Program

1. **Scope of Work**. SHIP funding shall be provided to Contractor who agrees to:

(a) Provide roof replacements to eligible owner-occupied single-family housing units.

(b) Work with the City's Housing and Community Development Division ("HCDD") to identify and refer eligible low-to-moderate income households in Duval County, Florida who are in need of roof replacements.

(c) Do an initial inspection of the homeowner's roof and develop a scope of work for review and approval by HCDD.

(d) Submit itemized work write-up to HCDD for review and approval.

(e) Adhere to the Schedule of Fixed Pricing Rates based upon the unit pricing as submitted in the RFP and attached hereto as **Attachment B**.

(f) Set up a case file for each client and maintain appropriate documentation for reimbursement.

(g) Submit invoices for reimbursement upon completion of the roof replacement including finalization of all permits, at which time, HCDD will process payment to Contractor following confirmation that the work was satisfactorily completed and all permits being finalized.

Except in situations where there is an emergency endangering life or the property, no material changes or alterations in the description of work or pricing shall be made without a prior written change order signed by an authorized representative of the City. (See **Attachment D**). No additional costs will be paid to Contractor if Contractor has neglected to properly evaluate the property to the extent of the rehabilitation work.

2. **Other Program Requirements.**

(a) For all homeowners receiving assistance, the City's financial assistance will be provided in the form of a zero percent (0%) interest deferred payment loan for a term of up to fifteen (15) years. The term of the deferred loan is based upon the amount of assistance received by the homeowner as described in the following matrix:

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Amount of Assistance	Forgiveness Term
$5,000.00 - $14,999.99	Five (5) Years
$15,000.00 - $40,000.00	Ten (10) Years
$40,001.00 - $55,000.00	Fifteen (15 Years)

(b) The deferred payment loan will become due and payable upon the sale, transfer of title, refinance of the property, or if the homeowner ceases to occupy the home as their primary residence for the term of the deferred loan, as outlined in the note and mortgage to the City.

(c) The mortgage lien in favor of the City shall be in the forms attached as **Attachment E** (the "City Security Documents") and shall be in place for the full amount based upon the terms set forth in the above matrix.

(d) Upon completion of the rehabilitation, the final cost must be accurately reflected in the City Security Documents.

(e) The recording and documentary stamp fees associated with the City Security Documents will be paid by the City.

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SPECS BY LOCATION/TRADE

4/2/2025

Work Write-up/Re-Bid: _____ Case Number: _____

Walk-Through Date: _____ Construction Specialist: Builders Care

Bid Date: July 7, 2025 Phone: 904-234-5874

Initial: _____

Address: test **Unit:** Unit 01

Location: 1 - Exterior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 5	**Demolition & Disposal**				
800	**DUMPSTER--20 CUBIC YARDS** After procuring all required permits, place a 20 cubic yard, roll-off dumpster without damage on the site.	1.00	EA	$637.50	$637.50
801	**DUMPSTER--30 CUBIC YARDS** After procuring all required permits, place a 30 cubic yard, roll-off dumpster without damage on the site.	1.00	AL	$820.31	$820.31
Trade: 7	**Masonry**				
1345	**CHIMNEY REMOVAL** Remove the chimney to at least 6" below the roof line. Install a permanent cap on remaining portion of chimney. Resheath hole where chimney is removed with CDX plywood. Finish using roofing materials to match existing as closely as possible.	1.00	EA	$543.75	$543.75
Trade: 10	**Carpentry**				
2240	**JOIST--SISTER 2"X6"** Jack joist level and sister 2"x6" joist using a triangulated nailing pattern and cement coated nails, 8" on center.	1.00	LF	$7.23	$7.23
2320	**SLEEPERS--2"X4"** Install 2"x4" sleepers 12' on center over deck. Use preservative treated pine on masonry or concrete.	1.00	SF	$6.23	$6.23
2445	**FURRING--WOOD** Fur surface with 1"x3" wood strips using cut or masonry nails and cedar shims, level and plumb, 16" on center.	1.00	SF	$15.41	$15.41
2825	**REPLACE--SKYLIGHT-2' x 2'** Replace the existing skylight with a curb mount skylight.	1.00	EA	$148.28	$148.28
Trade: 15	**Roofing**				
4300	**TAPERED ROOFING SYSTEM** Install a tapered roofing system on the designated area(s). Install per manufactures specs.	1.00	SQ	$549.25	$549.25
4405	**RAFTER--SISTER 2"X 6"** Sister a 2"x 6" to damaged rafter using a triangulated nailing pattern and cement coated nails, 8" on center.	1.00	LF	$7.23	$7.23
4430	**RAFTER TAIL** Remove damaged rafter tail and sister a 2" pine board, cut to match existing dimension, at least 4' into the attic area.	1.00	EA	$38.81	$38.81

Address: test **Unit:** Unit 01

Location: 1 - Exterior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 15	**Roofing**				
4433	**RAFTER--BARGE** Replace the rotted barge rafter(s) during the replacement of the roof. Use galvinised nails for the installation.	1.00	LF	$8.12	$8.12
4485	**ROOF SHEATHING 1"X6"** Install 1"X 6" sheathing nailed per code. All materials to be verified by the Rehab Specialist.	1.00	LF	$6.51	$6.51
4488	**ROOF SHEATHING 1/2" OSB** Install 1/2" OSB sheathing nailed per code using plywood clips.	1.00	SF	$3.44	$3.44
4548	**MODIFIED BITUMEN RE-ROOF** Install modified bitumen single ply roof, reinforced with polyester in full compliance with the manufacturer's recommendations. Replace all flashing. The contractor awarded the project will verify all quantities of roofing material prior to the execution of the job. THE CONTRACTOR IS NOT RESPONSIBLE FOR RE INSTALLING TV SATELLITE DISHES. NEITHER THE CITY HOUSING STAFF NOR THE GENERAL OR ROOFING CONTRACTOR ARE RESPONSIBLE FOR THE COMPLETION OF WIND MITIGATION FORMS FOR INSURANCE PURPOSES.	1.00	SQ	$535.68	$535.68
4580	**SHINGLES - REMOVE AND REPLACE** Remove and dispose of all roofing & defective sheathing. Replace sheathing using pine boards, OSB or CDX plywood of matching thickness. Install felt per local building code. Install drip edge, vent pipe boots and 1"X 2" on the fascia for the drip edge if not already installed. Install a 220 lb fiberglass asphalt, 3 tab shingle with a 25 yr warranty. Replace all flashing and install kickout diverters at the bottom of wall flashing. The contractor awarded the project will verify all quantities of roofing material prior to the execution of the job. THE CONTRACTOR IS NOT RESPONSIBLE FOR REINSTALLING TV SATELLITE DISHES. NEITHER THE CITY HOUSING STAFF NOR THE GENERAL OR ROOFING CONTRACTOR ARE RESPONSIBLE FOR THE COMPLETION OF WIND MITIGATION FORMS FOR INSURANCE PURPOSES.	1.00	SQ	$432.27	$432.27
4700	**VENT--OFF RIDGE 6'** Install a 6' off ridge vent per standard trade practic. Seal all exposed nails.	1.00	EA	$151.13	$151.13
4701	**VENT--GOOSE NECK** Install a 6 in. Goose Neck Vent per standard trade practice to ventilate the attic space.	1.00	EA	$65.81	$65.81
4711	**RIDGE VENT--SHINGLE OVER** Cut vent slot into roof deck and install, per manufacturer's specifications, a shingle-over ridge vent.	1.00	LF	$8.53	$8.53
4754	**1"X 2" DRIP STRIP**	1.00	LF	$4.13	$4.13

Address: test **Unit:** Unit 01

Location: 1 - Exterior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 15	**Roofing**				
	Install 1"x 2", #2 pine on the top edge of the fascia using galvanized finish nails. Caulk joints, and prime.				
4756	**FASCIA 2" X 4"** Install a 2"x 4", #2 pine fascia using galvanized finish nails. Caulk joints, and prime.	1.00	LF	$6.23	$6.23

Bidder: _____ **Location Total:** _____

Unit Total for test , Unit Unit 01: _____

Address Grand Total for test : _____

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ATTACHMENT C-1
Conditions Precedent for Disbursements

I. CONDITIONS FOR PAYMENT.

1. Contractor acknowledges and agrees that the City will not be obligated to make disbursements unless and until the following conditions are satisfied:

(a) There is no default under this Contract, the Loan Agreement, the notes, or the Mortgages (as defined in the Construction Loan Agreement).

(b) The City, or its designated agent, has received a completed request for disbursement in the form to be approved by the City. Such request may, at the City's option, be required to be accompanied by any one or all the following:

(1) Proof of paid and unpaid construction bills for materialmen and subcontractors which show full payment (except for holdbacks) of such bills then due and payable, except those covered under the current draw request.

(2) Lien waivers for all work and materials as required by the title insurance company for the issuance of endorsements, except those covered by the current request.

(3) Any inspection reports, architectural certificates with respect to the completion of the roof replacement project, and such other proof as the City may reasonably require to establish that a roof replacement project has been completed in its entirety and in compliance with the plans and specifications.

(4) The current status of accounts of Contractor and its subcontractors, materialmen, and laborers furnishing labor, materials, or services in the construction of the Project.

(5) Advice from the City or its agent that all construction work already performed on the Project is in full compliance with the plans and specifications.

2. The City will not be obligated to make a disbursement for any roof replacement project unless and until it has received the following documentation for such roof replacement project:

(a) Approval by local governmental authorities having jurisdiction of the Property or the project that the roof replacement project has been completed in accordance with all applicable laws, rules, ordinances, and regulations. All permits must be final by the City's Building Inspection Division.

(b) Final lien waivers, owner's and contractor's affidavits required under the Florida Construction Lien Law.

(c) A complete release of all liens arising out of the Contract or receipts in full covering all labor, materials, and equipment for which a lien could be filed, or a

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bond satisfactorily to the City indemnifying the City against any lien arising under the Florida Construction Lien Law in connection with the Project.

3. The City's obligation to fund Disbursements to Contractor for the Services shall be limited to expenses incurred by Contractor **on or before the Termination Date**, and the City's obligation to fund Disbursements to Contractor for the Services shall end **sixty (60) days thereafter**.

II. ADDITIONAL PROVISIONS

A. **Requests for Disbursement**. For each request for a disbursement, Contractor shall submit to the City a completed written disbursement request (each, a "Disbursement Request"). (*See* **Attachment C-2**). Contractor shall attach to each Disbursement Request such invoices, receipts and other documents required by City evidencing that the costs and expenses were actually incurred and paid for by Contractor and were expended.

B. **General Disbursement Conditions**. The City shall have no obligation to make any disbursement (a) unless the City is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such disbursement has been satisfied, or (b) if an event of default or an event which, with the giving of notice or the passage of time, or both, would constitute an event of default, has occurred or is continuing.

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ATTACHMENT C-2
Contractor Disbursement Request Form

CONTRACTOR DISBURSEMENT REQUEST

Homeowner:	Payment #: _____ = _____% Complete
Address:	
	Amount Requested this Draw: $_____
Contractor:	Including this draw, Total Disbursements to Date: $_____

Contractor:	I hereby request an inspection to receive Payment #___ in the amount of $_____. I certify that I have satisfactorily completed the necessary work to justify this request and that all bills incurred for labor used and materials furnished in making said repairs and improvements have been paid in full to this date. Attached is a description of the work completed and the amount of payment requested by work item.

Contractor's Signature: _____ Date: _____

Homeowner:	I/We hereby agree that the work stated by the Contractor has been completed and approve payment to the Contractor in accordance with the contract and contingent upon inspection and concurrence by the HCDD Rehabilitation Inspector. It is understood that the actual amount disbursed will be based on the findings of that inspection.

Homeowner's Signature: _____ Date: _____

Homeowner's Signature: _____ Date: _____

HCDD Rehab Specialist:	I hereby certify that I exercised reasonable care to determine that the work performed at the above address meets specifications and was completed in a satisfactory manner; however, neither the undersigned, the Neighborhoods Department - Housing and Community Development Division, nor the City of Jacksonville is in any way responsible for the acts or omissions of the Contractor, any subcontractor, or any of the Contractor's agents or employees, or any other person performing work under the construction agreement. The Contractor has provided a release of all liens, if any, in connection with this Contract and has provided the property owner with a copy of each warranty or guarantee due the property owner from the Contractor for work performed. At 100% completion: I certify that the property complies with the Minimum Housing Code, I hereby certify that all work is completed as indicated on the Contractor's payment request and recommend payment to the Contractor in the amount of $_____.

HCDD Rehab Specialist: _____ Date: _____

This payment request is approved and has been forwarded to the financial institution for payment on this date.

HCDD Housing Assistant Administrator: _____ Date: _____

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ATTACHMENT D
Change Order Form

CHANGE ORDER

No. _____

Contract Date: _____ Date: _____

Owner Name: _____

Property Address: _____

Contractor Name: _____

Contractor Address: _____

Description of Work Change *(Please write in similar format to the original work write up)*	**Amount** +	-
	SUM	

Changes and work affected hereby are subject to all contract stipulations and covenants. This Change Order is made a part of the contract dated first above; parties have hereunto set their signatures:

	$_____	Contract Price
+ or -	$_____	Change
	$_____	Total

Homeowner Approval: _____ Date:_____

Contractor Approval: _____ Date:_____

HCDD Rehab Specialist Approval: _____ Date:_____

HCDD Assistant Administrator Approval: _____ Date:_____

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ATTACHMENT E
City Security Documents

PROMISSORY NOTE

FOR VALUE RECEIVED on this ____ day of _____, **20__**, the undersigned _____, (the "Borrower"), having a residence at _____, Jacksonville, Duval County, Florida 322__, which is the subject of a mortgage of even date herewith ("Mortgage"), promises to pay to the order of the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, c/o Housing and Community Development Division, whose address is 214 North Hogan Street, 7th Floor, Jacksonville, Florida 32202 (the "Lender"), the principal sum of _____ **and 00/100 Dollars ($_____)**, at no interest subject to forgiveness and payment on default as provided in the Mortgage.

If default is made as set forth in the Mortgage, then the entire amount of unforgiven principal shall become immediately due and payable at the option of the holder of this Note, without notice.

This Note shall be governed by and construed in accordance with the laws of the State of Florida; venue for any action arising under this Note shall lie exclusively in the courts for Duval County, Florida.

IN WITNESS WHEREOF, I/we have caused this Noted to be executed.

_____ (Seal)

_____(Seal)

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PREPARED BY AND
AFTER RECORDING RETURN TO:
City of Jacksonville
c/o Housing and Community Development Division
214 North Hogan Street, 7TH Floor
Jacksonville, Florida 32202

NOTE TO CLERK AND REVENUE DEPARTMENT:
This Mortgage is exempt from Intangible Tax under
Florida Statutes 199.052, 199.183 and 199.185.

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT is executed this ____ day of _____, 20___, by _____ (the "Mortgagor"), in favor of the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, whose address is c/o Housing and Community Development Division, 214 North Hogan Street, 7th Floor, Jacksonville, Florida 32202 (the "City" or "Mortgagee). Mortgagor owes Mortgagee the principal sum of _____ and 00/100 Dollars ($_____), as evidenced by Mortgagor's Note (the "Note") dated the same date as this Mortgage ("Deferred Payment Loan").

SECTION ONE
(Description of Property)

Mortgagor is the owner of the property located at _____, Jacksonville, Florida 322__, being the residence of Mortgagor and being legally described as follows (the "Property"):

Lot __, Block __, _____, according to plat thereof as recorded in Plat Book __, page __, of the current public records of Duval County, Florida.

RE #: _____

SECTION TWO
(Payment for Improvements)

Mortgagee hereby secures a Deferred Payment Loan to Mortgagor in the amount of the indebtedness evidenced by the Note, for repairs and improvements to Mortgagor's residence at the Property described herein. Mortgagor hereby authorizes and agrees to the imposition of this Mortgage lien on the Property for a period of _____ **(__) years** from the date of completion of the improvements (the "Mortgage Term"). The Mortgage Term forgiveness period shall begin at completion of the improvements. There is no interest on the Deferred Payment Loan evidenced by the Note, and the principal balance of the Deferred Payment Loan will decrease on a pro-rated basis annually for the Mortgage Term.

SECTION THREE
(Sale of Property)

In the event Mortgagor either transfers title to the Property or moves from the Property prior to the expiration of the Mortgage Term forgiveness period, then the principal balance of the Deferred Payment Loan shall immediately become due and payable, and the terms of Section Five hereof shall apply.

Mortgagor's Initials:
_____

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SECTION FOUR
(Death of Mortgagor)

In the event of death of Mortgagor prior to the expiration of the Mortgage Term forgiveness period, then this Deferred Payment Loan shall continue in force as long as a member of Mortgagor's immediate family lives in the housing unit at the Property and also meets the then-applicable affordable housing income level requirements. If any one of these conditions is not met, then Mortgagor's successor-in-interest shall be deemed to be in default and the terms of Section Five shall hereof apply.

SECTION FIVE
(Default)

If Mortgagor defaults in the performance of any term or condition of this Mortgage or if Mortgagor defaults in the performance of any term or condition of any mortgage that has a superior lien position to this Mortgage, then the entire amount of this Deferred Payment Loan shall immediately become due and payable to the City of Jacksonville, c/o Housing and Community Development Division, whose address is 214 North Hogan Street, 7th Floor, Jacksonville, Florida 32202.

SECTION SIX
(Future Advances)

This Mortgage is given to secure not only the existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of the Mortgagee, or otherwise, as are made within _____ **(___) years** from the date hereof, to the same extent as if such future advances are made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid balance so secured at one time shall not exceed twice the face amount of the Note.

EXECUTED on the date first above written.

Witnesses:

_____
Print Name: _____
Address: _____
_____:

_____
Print Name: _____
Address: _____
_____:

MORTGAGOR(s):

_____
Print Name: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me, by means of [__] physical presence or [__] online notarization, this ____ day of _____, 20___, by _____, who [__] is/are personally known to me or who [__] has/have produced _____ as identification.

_____
Notary Public, State of Florida
Print Name: _____
Commission No. _____
My Commission Expires: _____

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ATTACHMENT F
Indemnification

Contractor (the "**Indemnifying Party**") shall hold harmless, indemnify, and defend the City of Jacksonville and the 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:

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

2. 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

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services provided under this Contract (the "Service(s)"), 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 Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this Contract, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its 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 Sections 725.06 or 725.08, *Florida Statutes*, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Sections 725.06 or 725.08, *Florida Statutes* will be modified to comply with said statutes.

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ATTACHMENT G
Insurance

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 (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits	
Workers' Compensation	Florida Statutory Coverage	
Employer's Liability	$100,000	Each Accident
	$500,000	Disease Policy Limit
	$100,000	Each Employee/Disease

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

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

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

Automobile Liability	$1,000,000	Combined Single Limit

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

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Professional Liability $1,000,000 Per Claim and Aggregate

Any entity hired to perform professional services as a part of this Contract 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.

Cyber Liability & Data Storage $1,000,000 Per Claim and Aggregate

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Multi Media Liability
- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

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

Additional Insurance Provisions

A. Certificates of Insurance. Contractor shall deliver to the City Certificates of Insurance that show the corresponding City Contract or Bid Number in the Description, Additional Insureds, Waivers of Subrogation and Primary & Non-Contributory statement as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

B. Additional Insured. All insurance except Worker's Compensation, Professional Liability, AD&D and Crime (if required) shall be endorsed to name the City of Jacksonville and the City's members, officials, officers, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability CA2048.

C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

E. Contractor's Insurance Primary. The insurance provided by Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees, and agents.

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F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

G. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the City or others. Any remedy provided to the City or the City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

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

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

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

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

L. Special Provisions. Prior to executing this Contract, Contractor shall present this Contract and **Attachments F and G** to its insurance agent affirming that: 1) the agent has personally reviewed the insurance requirements of the Contract, and (2) the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

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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: Roof Replacement Program

Requested Action and Justification:

Recommend approval of award to the highest-scoring responsive, responsible bidder, Northeast Florida Builders Association Builders Care Inc. to provide home roof replacement for low-to-moderate income households in Duval County. The period of service will the commence upon execution of contract and will continue for one (1) year, with two (2) one (1) year renewal options. Total expenditure amount not to exceed $750,000.

This award will be executed by formal contract through the Office of General Counsel.

Supplier:	Northeast Florida Builders Assn	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	07/07/2025

POA #:	n/a	**PO #:**	n/a	**Change Order #:**	n/a
Solicitation #:	RFP-NONCON 16800 25	**Contract #:**	n/a	**Contract Amd #:**	n/a
Term:	1 year	**Options:**	2, 1-year	**Options Used:**	n/a

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

Fund:	11701	**Center:**	174106	**Acct:**	583040	**Proj:**	010539	**Activity:**	00000000	$ 350,000.00
Fund:	11701	**Center:**	174106	**Acct:**	583040	**Proj:**	010761	**Activity:**	00000000	$ 400,000.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 750,000.00	**Contingent Amt:**	$ 0	**DMP/ODPO Amt:**	$ 0

Using Agency/BU:	ERCD:HOUSING_AND_COMMUNITY_DEVELOPMENT		
Concurrence:	Signed by: Jeffrey, Travis 1431B9601B7240F...	**Title:**	CHIEF OF HOUSING AND COMMUNITY DEVELOPMENT 7/30/2025
Concurrence:		**Title:**	
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Procurement Analyst/Buyer:	Signed by: Simpson, Sandy 20B617A4277F44E...	**Chief of Procurement:**	DocuSigned by: B19F1D517352458... 8/5/2025
Name:	Simpson, Sandy	**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:**	DocuSigned by: Karen Bowling 1C34E1215562481... DS Karen Bowling Chief Administrative Officer For: Mayor Donna Deegan Under Authority Of: Executive Order No: 2023-02
Date:	8/8/2025	**Date:**	8/8/2025

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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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A NEW DAY.

Bid Specifications

for

Roof Replacement Program

Docusign Envelope ID: 9EC9C8CD-2E60-4CB9-B2E8-B54918ED41E1

Company **City of Jacksonville**
Buyer **Sandy Simpson**
E-mail **ssimpson@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	**Roof Replacement Program**		
Synopsis	**Housing and Community Development Roof Replacement Program**		
Buyer	**Sandy Simpson**	Outcome	**Purchase Order**
E-Mail	**ssimpson@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	**6/11/25 6:02 PM**
Close Date	**7/7/25 4:00 PM**	Award Date	
Time Zone	**Eastern Standard Time**		
Pre-Bid Conference	**NA**		
Location			
Pre-Bid Date/Time	**NA**		
Question Cutoff Date/Time	**06/19/25 4:00 PM**		

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 required to respond with full quantity on each line
☑	Suppliers are allowed to revise their submitted response up until Bid closing

1.5 Terms

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

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2 Requirements

**Response is required*

Suppliers must satisfy the following mandatory minimum requirements. By submitting a Response, Supplier warrants and represents that it satisfies these requirements. Failure to meet any of the requirements may result in the Response being rejected as non-responsive. Suppliers must respond to each Section through the drop-down selection or arrows at the top right.

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 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.

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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.*(Response attachments are optional)*

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

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

Attachments:

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

Select one of the following:-

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

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

Select one of the following:-

☐ a. Acknowledge

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 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.

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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 Housing & Community Development Division and The Procurement 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 Housing & Community Development Division is seeking Requests for Proposals (RFP) from qualified licensed contractors to execute a home roof replacement program for low-to-moderate income households in Duval County. Residents will apply and be income-certified through the Housing & Community Development Division prior to being referred to the selected entity. The selected vendor will be responsible for an initial inspection of the roof and developing a scope of work for review and approval by HCDD. The vendor will be required to maintain a case file, in keeping with state and federal regulations, for each individual, and work with HCDD to provide superior customer service. Funds will be provided on a reimbursement basis, following confirmation by HCDD that work was satisfactorily completed according to the scope of work, with all permits finalized. Pricing will remain fixed for the life of the contract, based upon the unit pricing submitted in the completed RFP.

All proposals must include unit pricing and be inclusive of pricing for labor, materials, profit, overhead, supplies, equipment, permit fees, and other components necessary for the successful and timely completion of the projects.

Select one of the following:-

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

*2. Specifications: Provide all items or services as identified on each line or identified below in accordance with all other Terms and Conditions specified herein. See the attachment(s) for additional information.

Select one of the following:-

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

*3.

Contractors must satisfy the mandatory minimum requirements listed below. Contractors must submit documentation showing proof of meeting these requirements. Failure to submit any of these requirements may be grounds for rejection.

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

- Must be a licensed Contractor currently licensed in the State of Florida.
- Must have the ability to obtain and maintain liability insurance as required by the City.
- Must be licensed to do business in the State of Florida and possess a Local Business Tax Certificate if applicable.
- Must have been in the residential roofing business for a minimum of two (2) years.
- Must demonstrate the capacity to complete 8 roofs per month. Documentation can include a combination of a contract stating specific dates and contract price, permits, proof of final payment, etc.

Additional Criteria

In addition to the minimum requirements listed above, respondents should demonstrate their knowledge and experience in the following areas:

- Familiarity with the Housing & Community Development Division's model for owner-occupied rehabilitation.
- Understanding of rules and regulations governing state and federal grant dollars, specifically the State Housing Initiative Partnership (SHIP) program and the Home Investment Partnerships (HOME) program.
- Experience in recordkeeping and case management of projects for low-to-moderate income individuals.

Select one of the following:-

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

*4.

To maintain comparability and facilitate the evaluation process, Responses shall be organized in the

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manner set forth below. Tab delineations for each of the sections would be helpful.

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

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

2) Cover Letter: Include only the following:

Date of Letter.

RFP Title and Number

Bidder's full name, address and phone number.

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

Bidder's Federal Employer ID Number.

Acknowledgement that (i) the Response is based on the terms set forth in the RFQ and all amendments thereto posted on City's website as of the date of the Response, and (ii) the Bidder will be responsible for monitoring City's website for subsequent amendments and for either maintaining, amending, or withdrawing the Response prior to the Response Due Date based on those subsequent amendments.

Signature of Authorized Representative.

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

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Business References. (if requested)

Equal Business Opportunity Program Forms (if requested).

Proposal Bond (if requested)

4) Proof of Minimum Requirements. Responses will be accepted ONLY from companies meeting the minimum requirements in section of the RFP. Bidders must provide clear documentation that they meet the minimum requirements.

5) Statement of Qualifications. This portion of the Response will be used to provide the information City needs to evaluate how well the Contractor meets the criteria listed in the Evaluation Criteria. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Response as non-responsive. Please divide this portion of the Response into subsections that correspond to each of the listed criteria.

Select one of the following:-

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

*5. Federal Funding does not apply to this RFP

Select one of the following:-

☐ a. Acknowledge

2.4 RFP Non-Construction Requirements (Preliminary Response Stage)

*1.

Please review and acknowledge the attached requirements.

1. Introduction

The City of Jacksonville ("Buyer") intends to hire an individual or firm ("Contractor") to provide the services described in this Request for Proposal ("RFP"). Persons interested in submitting a response to this RFP (a "Response") should

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carefully review this RFP for instructions on how to respond and for the applicable contractual terms.

2. Term of Agreement.

The initial term of agreement will commence upon execution of the contract ("Contract") and will continue for 1 year, with opportunity for two,1-year renewals, based upon performance and availability of future funding. However, the Buyer reserves the right to terminate this solicitation according to the contract termination provisions within this RFP.

The initial term of agreement will commence upon execution of the contract ("Contract") and will continue for 1 year, with opportunity for two 1-year renewals, based upon performance and availability of future funding. However, the Buyer reserves the right to terminate this solicitation according to the contract termination provisions within this RFP. After award to the successful Contractor, Buyer and Contractor will promptly enter into a written agreement (the "Contract") incorporating the terms of the RFP, the successful Response, and other terms and conditions as may be agreed to between the parties. To the extent the Response contains exceptions to or modifications of the RFP, such exceptions or modifications are stricken unless Buyer affirmatively accepts the exceptions or modifications in the Contract. The Contract will be substantially in the form set forth in an attachment to the RFP. Buyer will not be obligated to pay Contractor for the RFP services until the Contract is signed by both parties. Buyer retains the right to reject all bids and/or amend its notice of award at any time prior to the full execution of the Contract.

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

3. Minimum Requirements for Contractors.

Contractors must satisfy the mandatory minimum requirements in order to have their Responses evaluated. By submitting a Response, Contractor warrants and represents that it satisfies these requirements. Failure to meet these requirements will result in the Response not being evaluated and being rejected as non-responsive. Please see section 3.3 above.

4. Documents Available for Inspection Not applicable

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

All requests for amendment must be submitted in writing (via the 1Coud Procurement System) and, unless otherwise specified in the RFP, be received by the Contact Person at least ten (10) calendar days before the Response Due Date. Questions and requests for amendments directed to the Contact Person or to any other Buyer personnel shall not constitute a formal protest of the RFP. Failure to request an interpretation or change will be considered evidence that Contractor understands and agrees to the provisions of the RFP.

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

Buyer reserves the right to amend, cancel or reissue the RFP at its discretion. Buyer reserves the right to request or obtain additional information about any and all Statement of Qualifications submitted in response to RFP. The may also issue addenda to this RFP which will be sent to each Design-Build Firm who received this RFP. This includes the right to change the Response Due Date and the Contract award date. Notice of all amendments and cancellations will be posted on Buyer's website (please contact the Contact Person if you are uncertain of the website address or if you experience problems accessing it). Contractor is responsible for monitoring this website for new or changing information.

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

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7. Cost of Developing RFP Response. All costs related to the preparation of SOQ Responses and any related activities are the sole responsibility of Contractor. Buyer assumes no liability for any costs incurred by Contractors throughout the entire selection process.

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

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

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

(a) Keep and maintain public records required by Buyer to perform the services; and

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

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

(d) Upon completion of this Contract, transfer to Buyer at no cost all public records in possession of Contractor or keep and maintain public records required by Buyer to perform the service. If Contractor transfers all public records to Buyer upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All

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records stored electronically must be provided to Buyer upon request from Buyer's custodian of public records in a format that is compatible with Buyer's information technology systems.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BUYER'S CUSTODIAN OF PUBLIC RECORDS AT (904) 255-7674; REQUEST@COJ.NET; BUYER OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

10. Multiple Responses from Same Contractor; No Collusion. More than one Response from an individual firm, partnership, corporation or association under the same or different names is not permitted. Reasonable grounds for believing that a Contractor is involved in more than one Response for the same work will be cause for rejection of all Responses in which such Contractor is believed to be involved. Any or all Responses will be rejected if there is reason to believe that collusion exists between Contractors. Responses in which the prices obviously are unbalanced will be grounds for rejection.

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

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;

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

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

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12. <u>Discriminatory Vendor List</u>. An entity or affiliate placed on the State of Florida discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;

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

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

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

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

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

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

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

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has within the preceding three years been convicted of or had a civil judgment rendered against it, or is presently indicted for or otherwise criminally or civilly charged, in connection with (i) obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; (ii) violation of federal or state antitrust statutes; or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

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

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

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

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

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

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

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

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

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

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

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

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

19. Location Requirements for Services. Unless otherwise stated in the RFP or the Response, the majority of the Services shall be performed within Duval County, Florida and no Services will be performed outside of the United States. These restrictions may be modified in writing if Buyer determines, in its sole discretion, that the restrictions

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impose an undue burden on Contractor's ability to perform the Services as contemplated in the Contract.

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

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

22. Ownership of Works.

(a) The term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative report finding, recommendation, data and memorandum of every description, shared with or delivered to Buyer pursuant to the Contract.

(b) With the exception of Contractor's pre-existing intellectual capital and third-party intellectual capital as described in Section below, Buyer shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each Work including, but not limited to, software, source code, reports, deliverable, or work product developed by Contractor specifically for Buyer in connection with the Contract, and derivative works relating to the foregoing. The use of these Works in any manner by Buyer shall not support any claim by Contractor for additional compensation.

(c) Each Work, and any portion thereof, shall be a "work made for hire" for Buyer pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but previously developed by Contractor specifically for other customers of Contractor or for the purpose of providing substantially similar services to other Contractor customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of the Works are not deemed works made for hire by operation of law, Contractor hereby irrevocably assigns, transfers, and conveys to Buyer, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the

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foregoing sentences, Contractor acknowledges that Buyer shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as Buyer may reasonably request, to perfect or evidence Buyer's ownership of the Work.

23. Intellectual Property.

(a) Contractor grants to Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant and the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party who provides service to Buyer. Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

(b) If the Work contains, has embedded in, or requires for the use of, any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Contractor shall secure for Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office).

(c) Should Buyer, or any third party obtaining such Work through Buyer, use the Work or any part thereof for any purpose other than that which is specified in the Contract, it shall be at Buyer's and such third party's sole risk.

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

25. Limitation of Warranty for Buyer-Furnished Software. In lieu of any other warranty expressed or implied herein, Buyer warrants that any programming aids and software packages supplied for Contractor use as Buyer-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by Buyer from a commercial source, such warranty is limited to that

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set forth in the contractual document covering the product(s). Should Buyer furnish Contractor with any programming aids or software packages that are found not to be suitable for their intended use on the system(s) for which designed, Contractor shall notify Buyer and supply documentation regarding any defects and their effect on progress on the Contract. Buyer will consider equitably adjusting the delivery performance dates or compensation, or both, and any other contractual provision affected by the Buyer-furnished property in accordance with the procedures provided for in Section 3.3 above ("Buyer's Right to Make Changes").

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

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

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

29. Invoicing and Payment.

(a) Unless otherwise specified in the RFP, payment to Contractor for Services shall be made on a monthly basis for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. Buyer may require any other information from Contractor that Buyer deems necessary to verify its obligation to pay under the Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. Buyer does not pay service charges, interest or late fees unless required by law.

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(b) To the extent Contractor's fees include reimbursement for travel or travel- related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, Jacksonville Ordinance Code.

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

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

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

32. Retention of Records / Audits.

(a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient.

(b) Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to Buyer. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

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(c) At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by Buyer (including Buyer's auditor and inspector general offices), and to have full access to and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Contractor will not charge Buyer for any setup, supervision or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and Buyer shall be permitted to bring its photocopying equipment if Buyer so desires.

(d) Contractor must comply with and cooperate in any audits or reports requested by Buyer and must ensure that all related party transactions are disclosed to the auditor.

(e) Contractor must permit Buyer to interview any of Contractor's employees, subcontractors and subcontractor employees to assure Buyer of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or Buyer is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge Buyer for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

(f) Following any audit or review, if performance of Contractor is, in the opinion of Buyer, deficient, Buyer will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit, to Buyer, said corrective plan within ten (10) days of receiving Buyer's written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after Buyer's receipt of the corrective action plan.

(g) All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes.

(h) Contractor must include the aforementioned audit, inspection, investigation and record-keeping requirements in all subcontracts and Contract assignments.

(i) Contractor agrees to reimburse Buyer for the reasonable costs of investigation incurred by Buyer for audits, inspections and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

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

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performs after being excused from providing it hereunder.

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

35. Buyer's Remedies Upon Contractor Default. Any one or more of the following events, if not cured within ten (10) calendar days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services within the time specified in the Contract or any extension, (2) Contractor fails to maintain adequate progress, thus endangering performance of the Contract, (3) Contractor fails to honor any other material term of the Contract, or (4) Contractor fails to abide by any statutory, regulatory, or licensing requirement. Buyer may extend the 10-day cure period in its discretion.

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

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

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

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

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

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

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

38. No Waiver. The delay or failure by a party to exercise or enforce any of its rights under the Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, Buyer's payment for the Services shall not release Contractor of its obligations under the Contract and shall not be deemed a waiver of Buyer's right to insist upon strict performance hereof.

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

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

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

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

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

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

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

44. Notice and Approval of Changes in Ownership. Because the award of the Contract may have been predicated

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

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

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

47. Other Non-Discrimination Provisions. As required by Section 126.404, Jacksonville Ordinance Code, Contractor represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of the Contract. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; *provided however*, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

48. Prompt Payment to Subcontractors and Suppliers. The following is required by Chapter 126, Part 6, Jacksonville Ordinance Code; provided however, if Contractor does not use JSEB subcontractors, as identified below,

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this Section 3.38 shall not apply:

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

(b) *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation* . Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code, Contractor shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB"), as defined therein, their pro rata share of their earned portion of the progress payments made by Buyer under the Contract within seven (7) business days after Contractor's receipt of payment from Buyer (less proper retainage). The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to Buyer, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB's from all prior payments Contractor has received from Buyer. Contractor shall not unreasonably withhold payments to certified JSEB's if such payments have been made to Contractor. If Contractor withholds payment to its certified JSEB's, which payment has been made by Buyer to Contractor, Contractor shall return said payment to Buyer. Contractor shall provide notice to Buyer and to the certified JSEB's whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to Buyer and said JSEB's within five (5) calendar days after Contractor's receipt of payment from Buyer. Contractor shall pay all undisputed amounts due within the time limits imposed in this Section. The failure to pay undisputed amounts to the JSEB's within seven (7) business days shall be a breach of the Contract, compensable by one per-cent (1%) of the outstanding invoice being withheld by Buyer, not as a penalty, but as liquidated damages to compensate for the additional contract administration by Buyer.

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

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

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

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

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

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

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

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

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

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All licensing and certification requirements applicable to performing the Services.

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

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

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

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

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

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

59. Ethics Provisions for Vendors/Suppliers. The bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code and has read and will comply with the Mandatory Ethics Training for Suppliers located on the Procurement Website.

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

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

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

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

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

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

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

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

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

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

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

Attachments:

File Name or URL	Type	Description
General Requirements RFP Non C	File	

Select one of the following:-

☐ a. Acknowledge

2.5 Price Sheet (Preliminary Response Stage)

*1. Price Sheet: Please download the attached spreadsheet to enter prices and upload back. Please do not make any changes to the item descriptions or quantities indicated. See the attachment(s) for additional information.

Attachments:

File Name or URL	Type	Description
Roofing Specs - No Cost. pdf	File	

Select one of the following:-

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

2.6 Sample Services Contract (Preliminary Response Stage)

*1. Please review and acknowledge the attached sample Professional 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 toCONTRACTOR;

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

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

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

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

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

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

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 viaemail.

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 Donna Deegan
Corporation Secretary Mayor

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

_____
Director of Finance
CITY Contract Number: _____

Form Approved:

_____
Office of General Counsel

ATTEST: INSERT NAME OF CONTRACTOR.

By _____ By _____
Signature Signature

_____ _____
Type/Print Name Type/Print Name

_____ _____
Title Title

Attachments:

File Name or URL	Type	Description
Sample Professional Services C	File	

Select one of the following:-

☐ a. Acknowledge

2.7 Bid Surety Requirements (Preliminary Response Stage)

*1.

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

1. BID SECURITY

a. If required, the Proposal shall be accompanied by Bid security in the form of a Bid Bond executed by the Bidder and a surety company regularly commissioned and currently licensed as a resident or non-resident agent in the State of Florida, or either a certified or cashier's check drawn on any national bank in an amount equal to five percent (5%) of the Bid amount made payable to the City of Jacksonville. Said Bid Security guarantees the Bidder will not withdraw from the competition after opening the Bids and, in the event the Contract is awarded to the Bidder, it will execute the Contract and furnish the required bonds within ten (10) days after notification. If it withdraws or fails to provide the bonds, the Bid Security and all proceeds there from shall become the property of the CITY as agreed upon,

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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 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:

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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
Payment Bond.pdf	File	
Performance Bond.pdf	File	
Bid Bond.pdf	File	

Select one of the following:-

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

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

Section Maximum Score: 100

*1.

COST EVALUATION: (40 Points)

Proposals will be evaluated for cost-reasonableness as indicated in price sheet.

Maximum Score: 40

Select one of the following:-

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

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*2.

KNOWLEDGE & EXPERIENCE: (30 Points - 10 points for each area noted below)

Proposals will be evaluated for their demonstration of the vendor's knowledge and experience in the following areas:

a. Familiarity with the Housing & Community Development Division's model for owner-occupied rehabilitation. (10 Points)

b. Understanding of rules and regulations governing state and federal grant dollars, specifically the State Housing Initiative Partnership (SHIP) program and the Home Investment Partnerships (HOME) program. (10 Points)

c. Experience in recordkeeping and case management of projects for low-to-moderate income individuals. (10 Points)

Maximum Score: 30

Select one of the following:-

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

*3.

CAPACITY (30 points):

1. Proposals will be evaluated for demonstration of organizational capacity to complete 8 roofs per month.

Maximum Score: 30

Select one of the following:-

☐ a. Acknowledge

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3 Lines

3.1 Line Information

Line	Target Quantity	Response Quantity	Response Price	Line Amount	Promised Date
1-Please insert $1.00					

3.2 Line Details

3.2.1 Line 1 Please insert $1.00

Category Name **910.66 Roofing, Gutters, and Downspouts Maintenance and Repair**

Allow Alternate Lines **No**

Requested Date

Location **214 North Hogan Street 7th Floor JACKSONVILLE, FL 32202**

Start Price (USD)

4 Contract Terms

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A. Solicitation Overview

A.1. Scope of Work

The Housing & Community Development Division 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 Roof Replacement Program 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

The period of service will be for the initial period of one year, with two, one-year renewal options. Renewal options subject to approval with supplier and City of Jacksonville.

A.4. Quantities

Quantities indicated reflect the estimated quantities to be purchased throughout the contract period and are subject to fluctuation in accordance with actual requirements. The City reserves the right to purchase more than the estimated quantities listed or not to make any purchase against this bid if it so deems necessary anytime during the contract period. The City reserves the right to add or delete items during the contract period. The City will order on an as needed basis.

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B. Insurance Requirements

B.1. Insurance Requirements

Indemnification

Applicant and its subcontractors (the "Indemnifying Party") shall hold harmless, indemnify, and defend the City of Jacksonville and their respective 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 Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party's performance of the Agreement, operations, services or work performed hereunder; and

b. Environmental Liability, to the extent this Agreement 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 Agreement; and

c. Intellectual Property Liability, to the extent this Agreement contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services provided under this Agreement (the "Service(s)"), any product generated by the Services, or any part of the Services as contemplated in this Agreement, 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 Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties, a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this Agreement, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its 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 Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.

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.

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

Insurance Coverages

Schedule	Limits
Workers Compensation	Florida Statutory Coverage

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Employer's Liability		
	$100,000	Each Accident
	$500,000	Disease Policy Limit
	$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
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal / Advertising Injury
	$1,000,000	Each Occurrence
	$50,000	Damage to Rental Premises
	$5,000	Medical Expense

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

Automobile Liability	$1,000,000	Combine Single Limit

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

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

Liquor or Host Liquor Liability	$1,000,000	Each Occurrence

(Liquor or Host Liquor Liability to the extent liquor is being sold, served or consumed.)

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.

Sexual Molestation	$1,000,000	Per Claim
	$2,000,000	Aggregate

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(Only if program includes direct supervision of children, special needs, and/or senior citizens)

Sexual Molestation Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract. If provided on a Claim Made Form, the coverages 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.

Accident Medical, Dismemberment and Death	$15,000	Per Participant
Crime – Employee Fidelity	$1,000,000	Per Loss

(Including theft of client property without computer data exclusion)

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

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

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

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

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

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

Watercraft Liability	$1,000,000	Per Occurrence

(to the extent that watercraft is utilized in the services of this contract)

Umbrella Liability	$5,000,000	Each Occurrence/Agg.

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

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Cyber Liability & Data Storage	$1,000,000	per Claim and Aggregate

Such insurance shall be on a form acceptable to the City of Jacksonville and shall cover, at a minimum, the following:

a. Cyber Extortion

b. Data Loss and System Damage Liability (when applicable)

c. Security Liability

d. Privacy Liability

e. Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability 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.

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

Additional Insurance Provisions

a. Certificates of Insurance. Applicant shall deliver the City of Jacksonville Certificates of Insurance that shows the corresponding City Contract or Bid Number in the Description, Additional Insureds, Waivers of Subrogation and & statement as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

b. Additional Insured: All insurance except Worker's Compensation, shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability CA2048.

c. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and their respective members, officers, officials, employees, and agents.

d. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

e. Applicant Insurance Primary. The insurance provided by the Applicant shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City of Jacksonville and their respective members, officers, officials, employees, and agents.

f. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Applicant. Under no circumstances will the City of Jacksonville and their respective members, officers, officials, employees and agents be responsible for paying any deductible or self-insured retention related to this Agreement.

g. Agreement Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Applicant or its Subcontractors, employees or agents to the City of Jacksonville and their respective members, officers, officials, employees and agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

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

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

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

k. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City of Jacksonville may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City of Jacksonville and their respective members, officers, officials, employees and agents also be named as an additional insured.

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

Bonds and Other Performance Security

Design-Builder shall not perform or commence any construction services for a Project until the following performance bond and labor and material payment bond or other performance security have been delivered to Owner: Bonds - In accordance with the provisions of Section 255.05, Florida Statutes, Design-Builder shall provide to Owner, on forms furnished by Owner, a 100% Performance Bond and a 100% Labor and Material Payment Bond for each Project performed under this Agreement, each in an amount not less than the GMP as defined in Article 6 and inclusive of Design- Builder's fees. No qualification or modifications to the Bond forms are permitted.

To be acceptable to Owner as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
2. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code during the life of this agreement.
   a. If the Contract Award Amount exceeds $500,000, the Surety Company shall also comply with the following provisions:
   b. The Surety Company shall have at least the following minimum ratings in the latest issue of A.M. Best's Key Rating Guide.

CONTRACT AMOUNT	RATING	RATING
$500,000 TO $1,000,000	A-	CLASS IV

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$1,000,000 TO $2,500,000	A-	CLASS V
$2,500,000 TO $5,000,000	A-	CLASS VI
$5,000,000 TO $10,000,000	A-	CLASS VII
$10,000,000 TO $25,000,000	A-	CLASS IXIII
$25,000,000 TO $50,000,000	A-	CLASS IX
$50,000,000 TO $75,000,000	A-	CLASS X

5. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

    a. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Financial Services to conduct business in this state.

    b. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

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C. Equal Business Opportunity Plan

C.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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D. General Conditions

D.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.

D.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.

D.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.

D.4. Cartage

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

D.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.

D.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.

D.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."

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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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D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.32. Prices

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

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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**.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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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D.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.

D.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.

D.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.

D.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.

D.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.

D.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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E. Protest Procedures

E.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.

E.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."

E.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.

E.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.

E.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.

E.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.

E.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.

E.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.

E.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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F. Addenda

F.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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Award Solicitation: Roof Replacement Program

Solicitation: 0007 - Roof Replacement Program Requisition No: 0000-0000 Opening Date: 07/19/2022 Opening Time: 02:00:00 PM Description: Roof Replacement Program	Responses Received: 2 Active Responses: 2 Disqualified Responses: 0	Invited Suppliers: 447 Unit Responses: 0 Responsiveness: 0

Line Summary

Line Item Number	Item	Unit	Item Type	Supplier	Response Description	Unit	Quantity	Response Quantity	Unit Price	Extended Price	Delivery	Promised Delivery Date	Expected Delivery Date	Response Date	Response Status	Supplier Name	Location	Tax Table
00001	Roofing and Waterproofing Services		Fixed Price	0000000000 Crown Jobs No 10	Roofing and Waterproofing Services			1	0.00	0.00 USD				07/19/2022	Submitted	Crown Jobs No 10 Inc.	Fort Myers, FL Crown	Exempt
00002	Roofing and Waterproofing Services		Fixed Price	0000000000 Crown Jobs No 10	Roofing and Waterproofing Services			1	0.00	0.00 USD				07/19/2022	Submitted	Crown Jobs No 10 Inc.	Fort Myers, FL Crown	Exempt

Last Updated Date: 7/19/2022 2:01:00

Award Solicitation: Roof Replacement Program

Solicitation	RFP - NonConstruction [illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Procurement BU	COJ BU	Active Responses	2	Will Participate	4
Close Date	7/7/2025 16:00	Shortlisted Responses	2	Responded	2
Solicitation Currency	USD				

Overview

	Northeast Florida Builders Association Builders Care Inc	Rogers Roofing Corp. Response: 4[illegible]
Business Relationship	Spend Authorized	Prospective
Supplier Site	Default	Rogers
Supplier Contact	Barker, Kitzzy	Howell, Mathew
Response Status	Active	Active
Shortlist Status	Included	Included
Response Amount	1.00	1.00
Overall Rank	1	2
Total Award Amount		
Time of Response	7/7/2025 13:21	7/7/2025 14:47
Response Valid Until		
Reference Number		
Note to Buyer		
Attachments	No	Yes

Requirements View Scoring Criteria

	Requirement	Target Value	Northeast Florida Builders Association Builders Care Inc	Rogers Roofing Corp. Response: 4[illegible]
	Total Score		**93.33**	**71.67**
1.	**Affirmative (Preliminary Response Stage)**			
1.	Type name and title of person submitting bid in the comments box.		a. Acknowledge	a. Acknowledge
	Comments		Kitzzy Barker, Executive Director	Dennis Rogers
2.	Type name of company in the comments box.		a. Acknowledge	a. Acknowledge
	Comments		Northeast Florida Builders Association Builders Care, INC	Rogers Roofing Corp.
3.	No Alterations: Bidder has not altered the original Solicitation Document in any way and further understands that any such alteration of the original solicitation document may result in rejection of the bid.		a. Acknowledge	a. Acknowledge
4.	Solicitation Silence: The Solicitation Silence policy is in effect for this solicitation and all communications related to this solicitation must be in writing to the designated procurement representative. Violations of the solicitation silence policy may result in the rejection/disqualification of the submission.		a. Acknowledge	a. Acknowledge
5.	Legal authorization and solicitation specific minimum requirements: All Bidders must be legally authorized to do business in Duval County and shall comply with all minimum requirements for this bid. Failure to submit evidence for meeting any of these requirements may be grounds for rejection. Vendor shall provide proof of applicable local business licenses and particulars such as specific licensure, experience on similar projects, years of expertise in the area etc.		a. Acknowledge	a. Acknowledge
6.	Certification of No Conflict of Interest: Supplier certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Supplier's company. Supplier must complete and submit the attached Conflict of Interest Statement fully detailing any potential conflicts.		a. Contractor certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Contractor's company.	a. Contractor certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Contractor's company.
	Attachments		Yes	Yes
7.	Equal Business Opportunity Program: Pursuant to Part 6 of Chapter 126, Jacksonville Ordinance Code, the City of Jacksonville encourages the utilization and participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. It is the City's intent in adopting this program to reflect the philosophy with regards to enhancing participation of JSEBs in all areas of procurement.		a. Acknowledge	a. Acknowledge
	Attachments		Yes	Yes
8.	Electronic Signature: I understand this acknowledgment serves as my electronic signature and has the same force and effect as my manual signature.		a. Acknowledge	a. Acknowledge
2.	**Submittal Statement (Preliminary Response Stage)**			
1.	Submittal Statement Bidder certifies that this proposal is made in good faith, without collusion or connection 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 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.		a. Acknowledge	a. Acknowledge
3.	**General Requirements (Preliminary Response Stage)**			
1.	**Scope of Services:** The Housing & Community Development Division and The Procurement 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 Housing & Community Development Division is seeking Requests for Proposals (RFP) from qualified licensed contractors to execute a home roof replacement program for low-to-moderate income households in Duval County. Residents will apply and be income-certified through the Housing & Community Development Division prior to being referred to the selected entity. The selected vendor will be responsible for an initial inspection of the roof and developing a scope of work for review and approval by HCDD. The vendor will be required to maintain a case file, in keeping with state and federal regulations, for each individual, and work with HCDD to provide superior customer service. Funds will be provided on a reimbursement basis, following confirmation by HCDD that work was satisfactorily completed according to the scope of work, with all permits finalized. Pricing will remain fixed for the life of the contract, based upon the unit pricing submitted in the completed RFP. ***All proposals must include unit pricing and be inclusive of pricing for labor, materials, profit, overhead, supplies, equipment, permit fees, and other components necessary for the successful and timely completion of the projects.***		a. Acknowledge	a. Acknowledge
	Attachments		Yes	Yes
2.	Specifications: Provide all items or services as identified on each line or identified below in accordance with all other Terms and Conditions specified below. See the attachment(s) for additional information.		a. Acknowledge	a. Acknowledge
	Attachments		Yes	Yes
3.	Contractors must satisfy the mandatory minimum requirements listed below. Contractors must submit documentation showing proof of meeting these requirements. Failure to submit any of these requirements may be grounds for rejection. Supplier shall provide proof of applicable local business license if located within Duval County. · Must be a licensed Contractor currently licensed in the State of Florida. · Must have the ability to obtain and maintain liability insurance as required by the City. · Must be licensed to do business in the State of Florida and possess a Local Business Tax Certificate if applicable. · Must have been in the residential roofing business for a minimum of two (2) years. · Must demonstrate the capacity to complete 8 roofs per month. Documentation can include a combination of a contract stating specific dates and contract price, permits, proof of final payment, etc. Additional Criteria In addition to the minimum requirements listed above, respondents should demonstrate their knowledge and experience in the following areas: · Familiarity with the Housing & Community Development Division's model for owner-occupied rehabilitation · Understanding of rules and regulations governing state and federal grant dollars, specifically the State Housing Initiative Partnership (SHIP) program and the Home Investment Partnerships (HOME) program. · Experience in recordkeeping and case management of projects for low-to-moderate income individuals.		a. Acknowledge	a. Acknowledge
	Attachments		Yes	Yes
4.	To maintain comparability and facilitate the evaluation process, Responses shall be organized in the manner set forth below. Tab delineations for each of the sections would be helpful. The format response to the RFP - Non-Construction. Each proposal will clearly indicate within the Cover Letter that your response is for the RFP. **1)** Title Page: Include only RFP Title, RFP Number, Contractor's full name, address, phone number. **2)** Cover Letter: Include only the following: Date of Letter. RFP Title and Number. Bidder's full name, address and phone number. Names of the persons who will be authorized to make representations for the Bidder, their titles, addresses (including email address) and telephone numbers. Bidder's Federal Employer ID Number. Acknowledgement that (i) the Response is based on the terms set forth in the RFQ and all amendments thereto posted on City's website as of the date of the Response, and (ii) the Bidder will be responsible for monitoring City's website for subsequent amendments and for either maintaining, amending, or withdrawing the Response prior to the Response Due Date based on those subsequent amendments. Signature of Authorized Representative. **3)** Required Forms. Attach all forms identified in requirements section. Examples of forms that may be required include: Business References. (if requested) Equal Business Opportunity Program Forms (if requested). Proposal Bond (if requested) **4)** Proof of Minimum Requirements. Responses will be accepted ONLY from companies meeting the minimum requirements in section of the RFP. Bidders must provide clear documentation that they meet the minimum requirements. **5)** Statement of Qualifications. This portion of the Response will be used to provide the information City needs to evaluate how well the Contractor meets the criteria listed in the Evaluation Criteria. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Response as non-responsive. Please divide this portion of the Response into subsections that correspond to each of the listed criteria.		a. Acknowledge	a. Acknowledge
	Attachments		Yes	Yes
5.	Federal funding does not apply to this RFP.		a. Acknowledge	a. Acknowledge
4.	**RFP Non-Construction Requirements (Preliminary Res[illegible]**			
1.	Please review and acknowledge the attached requirements. **1. Introduction** The City of Jacksonville ("Buyer") intends to hire an individual or firm ("Contractor") to provide the services described in this Request for Proposal ("RFP"). Persons interested in submitting a response to this RFP (a "Response") should carefully review this RFP for instructions on how to respond and for the applicable contractual terms. **2. Term of Agreement.** The initial term of agreement will commence upon execution of the contract ("Contract") and will continue for 1 year, with opportunity for two,1-year renewals, based upon performance and availability of future funding. However, the Buyer reserves the right to terminate this solicitation according to the contract termination provisions within this RFP. The initial term of agreement will commence upon execution of the contract ("Contract") and will continue for 1 year, with opportunity for two 1-year renewals, based upon performance and availability of future funding. However, the Buyer reserves the right to terminate this solicitation according to the contract termination provisions within this RFP. After award to the successful Contractor, Buyer and Contractor will promptly enter into a written agreement (the "Contract") incorporating the terms of the RFP, the successful Response, and other terms and conditions as may be agreed to between the parties. To the extent the Response contains exceptions to or modifications of the RFP, such exceptions or modifications are stricken unless Buyer affirmatively accepts the exceptions or modifications in the Contract. The Contract will be substantially in the form set forth in an attachment to the RFP. Buyer will not be obligated to pay Contractor for the RFP services until the Contract is signed by both parties. Buyer retains the right to reject all bids and/or amend its notice of award at any time prior to the full execution of the Contract. If the successful Contractor fails to perform the Services as agreed, Buyer reserves the right to (i) issue a new solicitation for the Services; (ii) reopen the RFP for the purpose of awarding a second contract to another Contractor in accordance with the criteria and processes set forth herein; and/or (iii) take such other actions permitted by law. **3. Minimum Requirements for Contractors.** Contractors must satisfy the mandatory minimum requirements in order to have their Responses evaluated. By submitting a Response, Contractor warrants and represents that it satisfies these requirements. Failure to meet these requirements will result in the Response not being evaluated and being rejected as non-responsive. Please see section 3.3 above. **4. Documents Available for Inspection. Not applicable** **5. Questions and Requests for Amendment to RFP.** If a Contractor (i) has questions about the RFP, (ii) finds discrepancies, omissions or ambiguities in the RFP, or (iii) believes any term or condition of the RFP is unreasonable, Contractor should request an amendment to the RFP. The request should reference the RFP section at issue and include any specific language that Contractor recommends using. All requests for amendment must be submitted in writing (via the 1Cloud Procurement System) and, unless otherwise specified in the RFP, be received by the Contact Person at least ten (10) calendar days before the Response Due Date. Questions and		a. Acknowledge	a. Acknowledge

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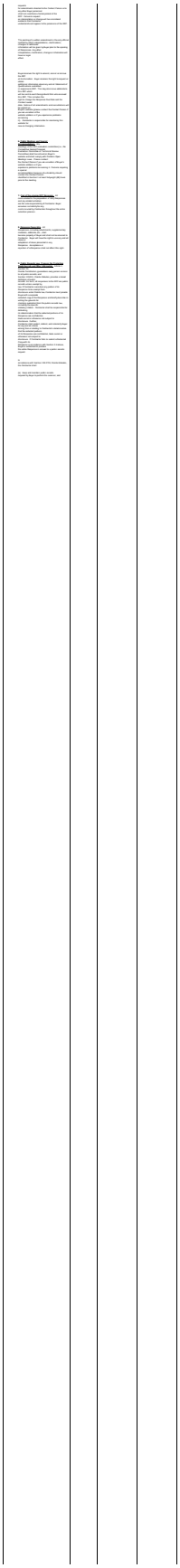

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5.	Price Sheet (Preliminary Response Stage)			
1.	Price Sheet: Please download the attached spreadsheet to enter prices and upload back. Please do not make any changes to the item descriptions or quantities indicated. See the attachment(s) for additional information.		a. Acknowledge	a. Acknowledge
	Attachments		Yes	Yes
6.	Sample Services Contract (Preliminary Response Stage)			
1.	Please review and acknowledge the attached sample Professional Services Contract.		a. Acknowledge	a. Acknowledge
7.	Bid Surety Requirements (Preliminary Response Stage)			
1.	Bid / Surety Requirements: See the attachment(s) for additional information. 1. BID SECURITY a. If required, the Proposal shall be accompanied by Bid security in the form of a Bid Bond executed by the Bidder and a surety company regularly commissioned and currently licensed as a resident or non-resident agent in the State of Florida, or either a certified or cashier's check drawn on any national bank in an amount equal to five percent (5%) of the Bid amount made payable to the City of Jacksonville. Said Bid Security guarantees the Bidder will not withdraw from the competition after opening the Bids and, in the event the Contract is awarded to the Bidder, it will execute the Contract and furnish the required bonds within ten (10) days after notification. If it withdraws or fails to provide the bonds, the Bid Security and all proceeds there from shall become the property of the CITY as agreed upon, to be fixed as reasonable liquidated damages. In any Contract involving the expenditure of Federal funds, the bond must be written by a Federally approved bonding agency. A copy of the currently approved agencies will be furnished prospective bidders on request from the U. S. Department of Housing and Urban Development (H.U.D.). 2. RETURN OF BID SECURITY a. As soon as Bids have been satisfactorily evaluated by the CITY, the Bid Securities accompanying Bids which in the CITY's judgment would not likely be considered for the award may be returned. All other Bid Securities will be held until the award has been made and executed, after which the Bid Securities will be returned to the respective Bidders who tendered same. 3. CONTRACT PERFORMANCE AND PAYMENT BONDS a. Except as provided in the General Conditions, Contract Bonds in the form provided in these Contract Documents will be required in an amount equal to one hundred percent (100%) of the Contract Amount and shall be written with a surety company regularly commissioned and currently licensed as a resident or non-resident agent in the State of Florida. Such surety company must be approved by the CITY'S Division of Insurance and Risk Management. The bonds shall guarantee the faithful performance of this Contract, including delay damage expense, and payment for labor, materials, and supplies used therefore. For a Contract involving Federal funds, the bond must be written by a Federally approved bonding agency. (A copy of bonding agencies currently approved by the Federal Government will be furnished upon request from the U. S. Housing and Urban Development (H.U.D.) Department). When Performance and Payment Bonds are not required: i. The CONTRACTOR, prior to final payment, will certify by affidavit that laborers, materialmen and Subcontractors, as defined in Florida Statute s. 713.01, have no claims against the Contractor resulting from the completion of the work provided for in the Contract. ii. Payments will be made by the CITY jointly between or among the Contractor and its Subcontractors and suppliers. 4. WITHDRAWAL OF BIDS a. A Bidder may withdraw its Bid without forfeiture of bid security not later than the day and hour set in the advertisement for receiving Bids, "the bid time", by communicating its withdrawal in writing to the CITY. When "the bid time" has passed, no Bidder shall thereafter have a right to withdraw its bid. Subsequent to the opening of Bids, withdrawal will subject the Bidder's Bid Security to forfeiture.		a. Acknowledge	a. Acknowledge
	Attachments		Yes	Yes
8.	Evaluation Criteria - Preliminary Response Stage (Max			
	Score		93.33	71.67
1.	**COST EVALUATION: (30 Points)** Proposals will be evaluated for cost-reasonableness as indicated in price sheet.		a. Acknowledge	a. Acknowledge
	Attachments		Yes	Yes
	Score		[illegible]	[illegible]
2.	**KNOWLEDGE & EXPERIENCE: (30 Points - 10 points for each area noted below)** Proposals will be evaluated for their demonstration of the vendor's knowledge and experience in the following areas: a. Familiarity with the Housing & Community Development Division's model for owner-occupied rehabilitation. (10 Points) b. Understanding of rules and regulations governing state and federal grant dollars, specifically the State Housing Initiative Partnership (SHIP) program and the Home Investment Partnerships (HOME) program. (10 Points) c. Experience in recordkeeping and case management of projects for low-to-moderate income individuals. (10 Points)		a. Acknowledge	a. Acknowledge
	Attachments		Yes	Yes
	Score		[illegible]	[illegible]
3.	**CAPACITY (30 points)** 1. Proposals will be evaluated for demonstration of organizational capacity to complete 8 roofs per month.		a. Acknowledge	a. Acknowledge
	Score		[illegible]	[illegible]

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Award Solicitation: Roof Replacement Program

Solicitation **RFP - Non-Construction 168**	Responses Received **2**	Invited Suppliers **187**
Procurement BU **COJ BU**	Active Responses **2**	Will Participate **4**
Close Date **7/7/2025 16:00**	Shortlisted Responses **2**	Responded **2**
Solicitation Currency **USD**		

Lines

Number of Awarded Lines **0**
Number of Awarded Suppliers **0**

Total Award Amount

1 Please insert $1.00

Requisitioning BU **NBCD: Housing and Community Developm**
Line Type **Dollars**
Category Name **910.66 Roofing, Gutters, and Downspouts**
Location **Ed Ball 7th Floor**

Start Price
Current Price

Award Amount
Savings
Savings

	Target Value	Builders Care Inc Response: 448838	Rogers Roofing Corp. Response: 448933
Business Relationship		Spend Authorized	Prospective
Supplier Site		Order/Remit	
Response Status		Active	Active
Shortlist Status		Included	Included
Rank		1	2
Line Pricing			
Response Price		1.00	1.00
Unit Price Savings			
Unit Price Savings Percent			
Minimum Release Amount			
Award Decision			
Award		No	No
Award Amount			
Promised Delivery Date			7/7/2025
Note to Buyer			
Attachments		No	No

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Award Solicitation: Roof Replacement Program

Solicitation **RFP - Non-Construction 168**	Responses Received **2**	Invited Suppliers **187**
Procurement BU **COJ BU**	Active Responses **2**	Will Participate **4**
Close Date **7/7/2025 16:00**	Shortlisted Responses **2**	Responded **2**
Solicitation Currency **USD**		

Requirements Scoring

Requirements

Requirement		Acceptable Values	Score	Maximum Score
8.	**Evaluation Criteria - Preliminary Response Stage (Preliminary**			**100**
1.	**COST EVALUATION: (40 Points)** Proposals will be evaluated for cost-reasonableness as indicated in price sheet.	a. Acknowledge		40
2.	**KNOWLEDGE & EXPERIENCE: (30 Points - 10 points for each area noted below)** Proposals will be evaluated for their demonstration of the vendor's knowledge and experience in the following areas: a. Familiarity with the Housing & Community Development Division's model for owner-occupied rehabilitation. (10 Points) b. Understanding of rules and regulations governing state and federal grant dollars, specifically the State Housing Initiative Partnership (SHIP) program and the Home Investment Partnerships (HOME) program. (10 Points) c. Experience in recordkeeping and case management of projects for low-to-moderate income individuals. (10 Points)	a. Acknowledge		30
3.	**CAPACITY (30 points)**: 1. Proposals will be evaluated for demonstration of organizational capacity to complete 8 roofs per month.	a. Acknowledge		30

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A NEW DAY.

Bid Specifications

for

Roof Replacement Program

Docusign Envelope ID: 9EC9C8CD-2E60-4CB9-B2E8-B54918ED41E1

Company **City of Jacksonville**
Buyer **Sandy Simpson**
E-mail **ssimpson@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	**Roof Replacement Program**		
Synopsis	**Housing and Community Development Roof Replacement Program**		
Amendment Date	**6/30/25 3:11 PM**		
Amendment Description	**Addendum #2**		
Buyer	**Sandy Simpson**	Outcome	**Purchase Order**
E-Mail	**ssimpson@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	**6/30/25 3:11 PM**
Close Date	**7/7/25 4:00 PM**	Award Date	
Time Zone	**Eastern Standard Time**		
Pre-Bid Conference Location	**NA**		
Pre-Bid Date/Time	**NA**		
Question Cutoff Date/Time	**06/19/25 4:00 PM**		

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 required to respond with full quantity on each line
☑	Suppliers are allowed to revise their submitted response up until Bid closing

1.5 Terms

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

1.6 Attachments

File Name or URL	Type	Description
Roof Replacement Program RFP #	File	
Pricing Sheet Roofing Specs -	File	
RFP 16800-25,1 Addendum Roof R	File	

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2 Requirements

**Response is required*

Suppliers must satisfy the following mandatory minimum requirements. By submitting a Response, Supplier warrants and represents that it satisfies these requirements. Failure to meet any of the requirements may result in the Response being rejected as non-responsive. Suppliers must respond to each Section through the drop-down selection or arrows at the top right.

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 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.

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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.*(Response attachments are optional)*

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

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

Attachments:

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

Select one of the following:-

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

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

Select one of the following:-

☐ a. Acknowledge

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 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.

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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 Housing & Community Development Division and The Procurement 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 Housing & Community Development Division is seeking Requests for Proposals (RFP) from qualified licensed contractors to execute a home roof replacement program for low-to-moderate income households in Duval County. Residents will apply and be income-certified through the Housing & Community Development Division prior to being referred to the selected entity. The selected vendor will be responsible for an initial inspection of the roof and developing a scope of work for review and approval by HCDD. The vendor will be required to maintain a case file, in keeping with state and federal regulations, for each individual, and work with HCDD to provide superior customer service. Funds will be provided on a reimbursement basis, following confirmation by HCDD that work was satisfactorily completed according to the scope of work, with all permits finalized. Pricing will remain fixed for the life of the contract, based upon the unit pricing submitted in the completed RFP.

All proposals must include unit pricing and be inclusive of pricing for labor, materials, profit, overhead, supplies, equipment, permit fees, and other components necessary for the successful and timely completion of the projects.

Select one of the following:-

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

*2. Specifications: Provide all items or services as identified on each line or identified below in accordance with all other Terms and Conditions specified herein. See the attachment(s) for additional information.

Select one of the following:-

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

*3.

Contractors must satisfy the mandatory minimum requirements listed below. Contractors must submit documentation showing proof of meeting these requirements. Failure to submit any of these requirements may be grounds for rejection.

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

- Must be a licensed Contractor currently licensed in the State of Florida.
- Must have the ability to obtain and maintain liability insurance as required by the City.
- Must be licensed to do business in the State of Florida and possess a Local Business Tax Certificate if applicable.
- Must have been in the residential roofing business for a minimum of two (2) years.
- Must demonstrate the capacity to complete 8 roofs per month. Documentation can include a combination of a contract stating specific dates and contract price, permits, proof of final payment, etc.

Additional Criteria

In addition to the minimum requirements listed above, respondents should demonstrate their knowledge and experience in the following areas:

- Familiarity with the Housing & Community Development Division's model for owner-occupied rehabilitation.
- Understanding of rules and regulations governing state and federal grant dollars, specifically the State Housing Initiative Partnership (SHIP) program and the Home Investment Partnerships (HOME) program.
- Experience in recordkeeping and case management of projects for low-to-moderate income individuals.

Select one of the following:-

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

*4.

To maintain comparability and facilitate the evaluation process, Responses shall be organized in the

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manner set forth below. Tab delineations for each of the sections would be helpful.

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

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

2) Cover Letter: Include only the following:

Date of Letter.

RFP Title and Number

Bidder's full name, address and phone number.

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

Bidder's Federal Employer ID Number.

Acknowledgement that (i) the Response is based on the terms set forth in the RFQ and all amendments thereto posted on City's website as of the date of the Response, and (ii) the Bidder will be responsible for monitoring City's website for subsequent amendments and for either maintaining, amending, or withdrawing the Response prior to the Response Due Date based on those subsequent amendments.

Signature of Authorized Representative.

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

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Business References. (if requested)

Equal Business Opportunity Program Forms (if requested).

Proposal Bond (if requested)

4) Proof of Minimum Requirements. Responses will be accepted ONLY from companies meeting the minimum requirements in section of the RFP. Bidders must provide clear documentation that they meet the minimum requirements.

5) Statement of Qualifications. This portion of the Response will be used to provide the information City needs to evaluate how well the Contractor meets the criteria listed in the Evaluation Criteria. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Response as non-responsive. Please divide this portion of the Response into subsections that correspond to each of the listed criteria.

Select one of the following:-

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

*5. Federal Funding does not apply to this RFP

Select one of the following:-

☐ a. Acknowledge

2.4 RFP Non-Construction Requirements (Preliminary Response Stage)

*1.

Please review and acknowledge the attached requirements.

1. Introduction

The City of Jacksonville ("Buyer") intends to hire an individual or firm ("Contractor") to provide the services described in this Request for Proposal ("RFP"). Persons interested in submitting a response to this RFP (a "Response") should

Docusign Envelope ID: 9EC9C8CD-2E60-4CB9-B2E8-B54918ED41E1

carefully review this RFP for instructions on how to respond and for the applicable contractual terms.

2. Term of Agreement.

The initial term of agreement will commence upon execution of the contract ("Contract") and will continue for 1 year, with opportunity for two,1-year renewals, based upon performance and availability of future funding. However, the Buyer reserves the right to terminate this solicitation according to the contract termination provisions within this RFP.

The initial term of agreement will commence upon execution of the contract ("Contract") and will continue for 1 year, with opportunity for two 1-year renewals, based upon performance and availability of future funding. However, the Buyer reserves the right to terminate this solicitation according to the contract termination provisions within this RFP. After award to the successful Contractor, Buyer and Contractor will promptly enter into a written agreement (the "Contract") incorporating the terms of the RFP, the successful Response, and other terms and conditions as may be agreed to between the parties. To the extent the Response contains exceptions to or modifications of the RFP, such exceptions or modifications are stricken unless Buyer affirmatively accepts the exceptions or modifications in the Contract. The Contract will be substantially in the form set forth in an attachment to the RFP. Buyer will not be obligated to pay Contractor for the RFP services until the Contract is signed by both parties. Buyer retains the right to reject all bids and/or amend its notice of award at any time prior to the full execution of the Contract.

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

3. Minimum Requirements for Contractors.

Contractors must satisfy the mandatory minimum requirements in order to have their Responses evaluated. By submitting a Response, Contractor warrants and represents that it satisfies these requirements. Failure to meet these requirements will result in the Response not being evaluated and being rejected as non-responsive. Please see section 3.3 above.

4. Documents Available for Inspection Not applicable

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

All requests for amendment must be submitted in writing (via the 1Coud Procurement System) and, unless otherwise specified in the RFP, be received by the Contact Person at least ten (10) calendar days before the Response Due Date. Questions and requests for amendments directed to the Contact Person or to any other Buyer personnel shall not constitute a formal protest of the RFP. Failure to request an interpretation or change will be considered evidence that Contractor understands and agrees to the provisions of the RFP.

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

Buyer reserves the right to amend, cancel or reissue the RFP at its discretion. Buyer reserves the right to request or obtain additional information about any and all Statement of Qualifications submitted in response to RFP. The may also issue addenda to this RFP which will be sent to each Design-Build Firm who received this RFP. This includes the right to change the Response Due Date and the Contract award date. Notice of all amendments and cancellations will be posted on Buyer's website (please contact the Contact Person if you are uncertain of the website address or if you experience problems accessing it). Contractor is responsible for monitoring this website for new or changing information.

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

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7. Cost of Developing RFP Response. All costs related to the preparation of SOQ Responses and any related activities are the sole responsibility of Contractor. Buyer assumes no liability for any costs incurred by Contractors throughout the entire selection process.

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

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

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

(a) Keep and maintain public records required by Buyer to perform the services; and

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

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

(d) Upon completion of this Contract, transfer to Buyer at no cost all public records in possession of Contractor or keep and maintain public records required by Buyer to perform the service. If Contractor transfers all public records to Buyer upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All

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records stored electronically must be provided to Buyer upon request from Buyer's custodian of public records in a format that is compatible with Buyer's information technology systems.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BUYER'S CUSTODIAN OF PUBLIC RECORDS AT (904) 255-7674; REQUEST@COJ.NET; BUYER OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

10. Multiple Responses from Same Contractor; No Collusion. More than one Response from an individual firm, partnership, corporation or association under the same or different names is not permitted. Reasonable grounds for believing that a Contractor is involved in more than one Response for the same work will be cause for rejection of all Responses in which such Contractor is believed to be involved. Any or all Responses will be rejected if there is reason to believe that collusion exists between Contractors. Responses in which the prices obviously are unbalanced will be grounds for rejection.

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

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;

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

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

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12. <u>Discriminatory Vendor List</u>. An entity or affiliate placed on the State of Florida discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;

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

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

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

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

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

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

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

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has within the preceding three years been convicted of or had a civil judgment rendered against it, or is presently indicted for or otherwise criminally or civilly charged, in connection with (i) obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; (ii) violation of federal or state antitrust statutes; or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

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

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

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

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

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

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

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

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

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

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

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

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

19. Location Requirements for Services. Unless otherwise stated in the RFP or the Response, the majority of the Services shall be performed within Duval County, Florida and no Services will be performed outside of the United States. These restrictions may be modified in writing if Buyer determines, in its sole discretion, that the restrictions

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impose an undue burden on Contractor's ability to perform the Services as contemplated in the Contract.

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

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

22. Ownership of Works.

(a) The term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative report finding, recommendation, data and memorandum of every description, shared with or delivered to Buyer pursuant to the Contract.

(b) With the exception of Contractor's pre-existing intellectual capital and third-party intellectual capital as described in Section below, Buyer shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each Work including, but not limited to, software, source code, reports, deliverable, or work product developed by Contractor specifically for Buyer in connection with the Contract, and derivative works relating to the foregoing. The use of these Works in any manner by Buyer shall not support any claim by Contractor for additional compensation.

(c) Each Work, and any portion thereof, shall be a "work made for hire" for Buyer pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but previously developed by Contractor specifically for other customers of Contractor or for the purpose of providing substantially similar services to other Contractor customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of the Works are not deemed works made for hire by operation of law, Contractor hereby irrevocably assigns, transfers, and conveys to Buyer, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the

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foregoing sentences, Contractor acknowledges that Buyer shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as Buyer may reasonably request, to perfect or evidence Buyer's ownership of the Work.

23. Intellectual Property.

(a) Contractor grants to Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant and the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party who provides service to Buyer. Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

(b) If the Work contains, has embedded in, or requires for the use of, any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Contractor shall secure for Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office).

(c) Should Buyer, or any third party obtaining such Work through Buyer, use the Work or any part thereof for any purpose other than that which is specified in the Contract, it shall be at Buyer's and such third party's sole risk.

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

25. Limitation of Warranty for Buyer-Furnished Software. In lieu of any other warranty expressed or implied herein, Buyer warrants that any programming aids and software packages supplied for Contractor use as Buyer-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by Buyer from a commercial source, such warranty is limited to that

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set forth in the contractual document covering the product(s). Should Buyer furnish Contractor with any programming aids or software packages that are found not to be suitable for their intended use on the system(s) for which designed, Contractor shall notify Buyer and supply documentation regarding any defects and their effect on progress on the Contract. Buyer will consider equitably adjusting the delivery performance dates or compensation, or both, and any other contractual provision affected by the Buyer-furnished property in accordance with the procedures provided for in Section 3.3 above ("Buyer's Right to Make Changes").

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

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

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

29. Invoicing and Payment.

(a) Unless otherwise specified in the RFP, payment to Contractor for Services shall be made on a monthly basis for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. Buyer may require any other information from Contractor that Buyer deems necessary to verify its obligation to pay under the Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. Buyer does not pay service charges, interest or late fees unless required by law.

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(b) To the extent Contractor's fees include reimbursement for travel or travel- related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, Jacksonville Ordinance Code.

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

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

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

32. Retention of Records / Audits.

(a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient.

(b) Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to Buyer. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

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(c) At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by Buyer (including Buyer's auditor and inspector general offices), and to have full access to and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Contractor will not charge Buyer for any setup, supervision or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and Buyer shall be permitted to bring its photocopying equipment if Buyer so desires.

(d) Contractor must comply with and cooperate in any audits or reports requested by Buyer and must ensure that all related party transactions are disclosed to the auditor.

(e) Contractor must permit Buyer to interview any of Contractor's employees, subcontractors and subcontractor employees to assure Buyer of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or Buyer is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge Buyer for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

(f) Following any audit or review, if performance of Contractor is, in the opinion of Buyer, deficient, Buyer will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit, to Buyer, said corrective plan within ten (10) days of receiving Buyer's written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after Buyer's receipt of the corrective action plan.

(g) All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes.

(h) Contractor must include the aforementioned audit, inspection, investigation and record-keeping requirements in all subcontracts and Contract assignments.

(i) Contractor agrees to reimburse Buyer for the reasonable costs of investigation incurred by Buyer for audits, inspections and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

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

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performs after being excused from providing it hereunder.

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

35. Buyer's Remedies Upon Contractor Default. Any one or more of the following events, if not cured within ten (10) calendar days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services within the time specified in the Contract or any extension, (2) Contractor fails to maintain adequate progress, thus endangering performance of the Contract, (3) Contractor fails to honor any other material term of the Contract, or (4) Contractor fails to abide by any statutory, regulatory, or licensing requirement. Buyer may extend the 10-day cure period in its discretion.

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

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

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

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

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

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

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

38. No Waiver. The delay or failure by a party to exercise or enforce any of its rights under the Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, Buyer's payment for the Services shall not release Contractor of its obligations under the Contract and shall not be deemed a waiver of Buyer's right to insist upon strict performance hereof.

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

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

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

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

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

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

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

44. Notice and Approval of Changes in Ownership. Because the award of the Contract may have been predicated

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

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

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

47. Other Non-Discrimination Provisions. As required by Section 126.404, Jacksonville Ordinance Code, Contractor represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of the Contract. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; *provided however*, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

48. Prompt Payment to Subcontractors and Suppliers. The following is required by Chapter 126, Part 6, Jacksonville Ordinance Code; provided however, if Contractor does not use JSEB subcontractors, as identified below,

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this Section 3.38 shall not apply:

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

(b) *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation* . Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code, Contractor shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB"), as defined therein, their pro rata share of their earned portion of the progress payments made by Buyer under the Contract within seven (7) business days after Contractor's receipt of payment from Buyer (less proper retainage). The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to Buyer, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB's from all prior payments Contractor has received from Buyer. Contractor shall not unreasonably withhold payments to certified JSEB's if such payments have been made to Contractor. If Contractor withholds payment to its certified JSEB's, which payment has been made by Buyer to Contractor, Contractor shall return said payment to Buyer. Contractor shall provide notice to Buyer and to the certified JSEB's whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to Buyer and said JSEB's within five (5) calendar days after Contractor's receipt of payment from Buyer. Contractor shall pay all undisputed amounts due within the time limits imposed in this Section. The failure to pay undisputed amounts to the JSEB's within seven (7) business days shall be a breach of the Contract, compensable by one per-cent (1%) of the outstanding invoice being withheld by Buyer, not as a penalty, but as liquidated damages to compensate for the additional contract administration by Buyer.

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

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

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

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

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

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

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

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

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

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All licensing and certification requirements applicable to performing the Services.

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

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

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

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

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

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

59. Ethics Provisions for Vendors/Suppliers. The bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code and has read and will comply with the Mandatory Ethics Training for Suppliers located on the Procurement Website.

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

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

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

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

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

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

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

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

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

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

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

Attachments:

File Name or URL	Type	Description
General Requirements RFP Non C	File	

Select one of the following:-

☐ a. Acknowledge

2.5 Price Sheet (Preliminary Response Stage)

*1. Price Sheet: Please download the attached spreadsheet to enter prices and upload back. Please do not make any changes to the item descriptions or quantities indicated. See the attachment(s) for additional information.

Attachments:

File Name or URL	Type	Description
Roofing Specs - No Cost. pdf	File	

Select one of the following:-

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

2.6 Sample Services Contract (Preliminary Response Stage)

*1. Please review and acknowledge the attached sample Professional 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 toCONTRACTOR;

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

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

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

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

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

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

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 viaemail.

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 Donna Deegan
Corporation Secretary Mayor

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

_____
Director of Finance
CITY Contract Number: _____

Form Approved:

_____
Office of General Counsel

ATTEST: INSERT NAME OF CONTRACTOR.

By _____ By _____
Signature Signature

_____ _____
Type/Print Name Type/Print Name

_____ _____
Title Title

Attachments:

File Name or URL	Type	Description
Sample Professional Services C	File	

Select one of the following:-

☐ a. Acknowledge

2.7 Bid Surety Requirements (Preliminary Response Stage)

*1.

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

1. BID SECURITY

a. If required, the Proposal shall be accompanied by Bid security in the form of a Bid Bond executed by the Bidder and a surety company regularly commissioned and currently licensed as a resident or non-resident agent in the State of Florida, or either a certified or cashier's check drawn on any national bank in an amount equal to five percent (5%) of the Bid amount made payable to the City of Jacksonville. Said Bid Security guarantees the Bidder will not withdraw from the competition after opening the Bids and, in the event the Contract is awarded to the Bidder, it will execute the Contract and furnish the required bonds within ten (10) days after notification. If it withdraws or fails to provide the bonds, the Bid Security and all proceeds there from shall become the property of the CITY as agreed upon,

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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 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:

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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
Payment Bond.pdf	File	
Performance Bond.pdf	File	
Bid Bond.pdf	File	

Select one of the following:-

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

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

Section Maximum Score: 100

*1.

COST EVALUATION: (40 Points)

Proposals will be evaluated for cost-reasonableness as indicated in price sheet.

Maximum Score: 40

Select one of the following:-

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

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*2.

KNOWLEDGE & EXPERIENCE: (30 Points - 10 points for each area noted below)

Proposals will be evaluated for their demonstration of the vendor's knowledge and experience in the following areas:

a. Familiarity with the Housing & Community Development Division's model for owner-occupied rehabilitation. (10 Points)

b. Understanding of rules and regulations governing state and federal grant dollars, specifically the State Housing Initiative Partnership (SHIP) program and the Home Investment Partnerships (HOME) program. (10 Points)

c. Experience in recordkeeping and case management of projects for low-to-moderate income individuals. (10 Points)

Maximum Score: 30

Select one of the following:-

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

*3.

CAPACITY (30 points):

1. Proposals will be evaluated for demonstration of organizational capacity to complete 8 roofs per month.

Maximum Score: 30

Select one of the following:-

☐ a. Acknowledge

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3 Lines

3.1 Line Information

Line	Target Quantity	Response Quantity	Response Price	Line Amount	Promised Date
1-Please insert $1.00					

3.2 Line Details

3.2.1 Line 1 Please insert $1.00

Category Name **910.66 Roofing, Gutters, and Downspouts Maintenance and Repair**

Allow Alternate Lines **No**

Requested Date

Location **214 North Hogan Street 7th Floor JACKSONVILLE, FL 32202**

Start Price (USD)

4 Contract Terms

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A. Solicitation Overview

A.1. Scope of Work

The Housing & Community Development Division 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 Roof Replacement Program 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

The period of service will be for the initial period of one year, with two, one-year renewal options. Renewal options subject to approval with supplier and City of Jacksonville.

A.4. Quantities

Quantities indicated reflect the estimated quantities to be purchased throughout the contract period and are subject to fluctuation in accordance with actual requirements. The City reserves the right to purchase more than the estimated quantities listed or not to make any purchase against this bid if it so deems necessary anytime during the contract period. The City reserves the right to add or delete items during the contract period. The City will order on an as needed basis.

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B. Insurance Requirements

B.1. Insurance Requirements

Indemnification

Applicant and its subcontractors (the "Indemnifying Party") shall hold harmless, indemnify, and defend the City of Jacksonville and their respective 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 Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party's performance of the Agreement, operations, services or work performed hereunder; and

b. Environmental Liability, to the extent this Agreement 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 Agreement; and

c. Intellectual Property Liability, to the extent this Agreement contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services provided under this Agreement (the "Service(s)"), any product generated by the Services, or any part of the Services as contemplated in this Agreement, 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 Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties, a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this Agreement, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its 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 Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.

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.

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

Insurance Coverages

Schedule	Limits
Workers Compensation	Florida Statutory Coverage

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Employer's Liability		
	$100,000	Each Accident
	$500,000	Disease Policy Limit
	$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
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal / Advertising Injury
	$1,000,000	Each Occurrence
	$50,000	Damage to Rental Premises
	$5,000	Medical Expense

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

Automobile Liability	$1,000,000	Combine Single Limit

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

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

Liquor or Host Liquor Liability	$1,000,000	Each Occurrence

(Liquor or Host Liquor Liability to the extent liquor is being sold, served or consumed.)

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.

Sexual Molestation	$1,000,000	Per Claim
	$2,000,000	Aggregate

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(Only if program includes direct supervision of children, special needs, and/or senior citizens)

Sexual Molestation Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract. If provided on a Claim Made Form, the coverages 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.

Accident Medical, Dismemberment and Death	$15,000	Per Participant
Crime – Employee Fidelity	$1,000,000	Per Loss

(Including theft of client property without computer data exclusion)

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

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

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

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

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

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

Watercraft Liability	$1,000,000	Per Occurrence

(to the extent that watercraft is utilized in the services of this contract)

Umbrella Liability	$5,000,000	Each Occurrence/Agg.

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

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Cyber Liability & Data Storage	$1,000,000	per Claim and Aggregate

Such insurance shall be on a form acceptable to the City of Jacksonville and shall cover, at a minimum, the following:

a. Cyber Extortion

b. Data Loss and System Damage Liability (when applicable)

c. Security Liability

d. Privacy Liability

e. Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability 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.

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

Additional Insurance Provisions

a. Certificates of Insurance. Applicant shall deliver the City of Jacksonville Certificates of Insurance that shows the corresponding City Contract or Bid Number in the Description, Additional Insureds, Waivers of Subrogation and & statement as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

b. Additional Insured: All insurance except Worker's Compensation, shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability CA2048.

c. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and their respective members, officers, officials, employees, and agents.

d. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

e. Applicant Insurance Primary. The insurance provided by the Applicant shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City of Jacksonville and their respective members, officers, officials, employees, and agents.

f. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Applicant. Under no circumstances will the City of Jacksonville and their respective members, officers, officials, employees and agents be responsible for paying any deductible or self-insured retention related to this Agreement.

g. Agreement Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Applicant or its Subcontractors, employees or agents to the City of Jacksonville and their respective members, officers, officials, employees and agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

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

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

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

k. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City of Jacksonville may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City of Jacksonville and their respective members, officers, officials, employees and agents also be named as an additional insured.

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

Bonds and Other Performance Security

Design-Builder shall not perform or commence any construction services for a Project until the following performance bond and labor and material payment bond or other performance security have been delivered to Owner: Bonds - In accordance with the provisions of Section 255.05, Florida Statutes, Design-Builder shall provide to Owner, on forms furnished by Owner, a 100% Performance Bond and a 100% Labor and Material Payment Bond for each Project performed under this Agreement, each in an amount not less than the GMP as defined in Article 6 and inclusive of Design- Builder's fees. No qualification or modifications to the Bond forms are permitted.

To be acceptable to Owner as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
2. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code during the life of this agreement.
   a. If the Contract Award Amount exceeds $500,000, the Surety Company shall also comply with the following provisions:
   b. The Surety Company shall have at least the following minimum ratings in the latest issue of A.M. Best's Key Rating Guide.

CONTRACT AMOUNT	RATING	RATING
$500,000 TO $1,000,000	A-	CLASS IV

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$1,000,000 TO $2,500,000	A-	CLASS V
$2,500,000 TO $5,000,000	A-	CLASS VI
$5,000,000 TO $10,000,000	A-	CLASS VII
$10,000,000 TO $25,000,000	A-	CLASS IXIII
$25,000,000 TO $50,000,000	A-	CLASS IX
$50,000,000 TO $75,000,000	A-	CLASS X

5. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

    a. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Financial Services to conduct business in this state.

    b. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

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C. Equal Business Opportunity Plan

C.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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D. General Conditions

D.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.

D.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.

D.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.

D.4. Cartage

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

D.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.

D.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.

D.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."

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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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D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.32. Prices

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

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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**.

D.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.

D.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.

D.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.

D.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.

D.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.

D.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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D.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.

D.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.

D.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.

D.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.

D.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.

D.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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E. Protest Procedures

E.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.

E.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."

E.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.

E.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.

E.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.

E.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.

E.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.

E.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.

E.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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F. Addenda

F.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.