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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: Parks Tree Planting and Landscaping

Requested Action and Justification:

Recommend approval to reject the lowest bidder, Ruppert Landscape LLC, along with GreenWay Lawn and Landscape, and LawnCrafters LLC as outlined in the attached rejection letters. Recommend approval of award to the lowest responsive, responsible bidder, Allstar Irrigation, in the amount of $3,000,000.00, for Parks Tree Planting and Landscaping at various locations. Period of service will be from date of executed contract and will continue for four (4) years, with one (1), two (2) year renewal option.

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

Supplier:	Allstar Irrigation Co #20318	**Basis of Award:**	LPTA	**BID Opening Date:**	02/11/2026

POA #:	TBD	**PO #:**	N/A	**Change Order #:**	N/A
Solicitation #:	ITB 17565 26	**Contract #:**	TBD	**Contract ADM #:**	N/A
Term:	4 years	**Options:**	1, 2-yr	**Options Used:**	N/A

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

Fund:	00000	**Center:**	000000	**Acct:**	000000	**Proj:**	000000	**Activity:**	00000000	$ 3,000,000.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 3,000,000.00	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	RPOD:OFFICE OF THE DIRECTOR		
Concurrence:	DocuSigned by: 0B59A2140A6C42D...	**Title:**	CHIEF OF NATURAL AND MARINE RESOURCES 4/8/2026
Concurrence:		**Title:**	
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Procurement Analyst/Buyer:	Signed by: Barnett, Renata E5139E2DE91E477...	**Chief of Procurement:**	Signed by: B10F1D517352456... 5/5/2026
Name:	Barnett, Renata	**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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Price Sheet/Bid Proposal Form

PROPOSAL SCHEDULE

A Bidder must provide a price on each item listed. Bidder must insert extended prices obtained by multiplying the proposed quantities times the unit prices. In case of error, unit price will govern. The corrected extended prices and Total Base Bid will be used to determine the lowest qualified, responsive and responsible Bid. **Proposals in which the prices obviously are unbalanced will be rejected.**

The bid schedule contains estimated quantities for each bid item. The City makes no promise that all of these quantities will be used and certain items may not be used, while some items will be used more than estimated. The purpose of the bid schedule is to provide the City with a "shopping list" of work that may be required to correct deficiencies related to the requested scope of services, except as otherwise noted. No one item will be contingent upon another.

The Award, including subsequent years, will be subject to appropriation by the City. The City has no obligation for payment and work hereunder, is not authorized unless funds are appropriated. A written notification in the form of a purchase order will be provided in the event that funds have been appropriated. Form 1

Item#	Description	Unit	Estimated Quantity	Unit Price	Subtotal
Item 1: Shade Trees and Conifers					
1.1	*Acer rubrum* (Red Maple)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	340	3400
	2" Cal, 10' Ht, 4' Spd, 25G or 24" B&B	EA	50	775	38750
	3" Cal, 12' Ht, 6' Spd, 65G or 36" B&B	EA	200	1100	220,000
	4" Cal, 14' Ht, 8' Spd, 100G or 40" B&B	EA	75	1500	112,500
	5" Cal, 18' Ht, 10' Spd, 200G or 44" B&B	EA	10	1975	19750
1.2	*Carya sp.* (Hickory)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	300	3000
	2" Cal. 6' Ht, 4' Spd, 25G or 24" B&B, Dense	EA	10	500	5000
1.3	*Diospyros virginiana* (Persimmon)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	260	2600
	30 Gal., 8-10' Ht.	EA	10	400	4000
1.4	*Fraxinus carotiniana* (Green Ash)				
	15 Gal, 1.5" Cal, 5' Ht	EA	10	300	3000
	2" Cal, 10' Ht, 4' Spd, 25G or 24" B&B	EA	20	500	10,000
	3" Cal, 12' Ht, 6' Spd, 65G or 36" B&B	EA	20	800	16,000
1.5	*Gordonia lasianthus* (Loblolly Bay)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	250	2500
	30 Gal., 8-10' Ht.	EA	20	500	10,000
	45 Gal., 10-12' Ht.	EA	10	800	8000
1.6	*Juniperus virginiana var. silicicola* (Southern Red Cedar)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	360	3600
	2" Cal. 6' Ht, 4' Spd, 25G or 24" B&B, Dense	EA	50	1020	51,000
	3" Cal, 10' Ht, 4' Spd, 65G or 36" B&B, Dense	EA	200	1200	240,000
	4" Cal, 12' Ht, 6' Spd, 100G or 40" B&B, Dense	EA	75	1520	114000
	5" Cal, 14' Ht, , 7' Spd, 200G or 44" B&B, Dense	EA	20	1880	37600
1.7	*Liquidambar styraciflua* (Sweetgum)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	265	2650
	2" Cal, 10' Ht, 4' Spd, 25G or 24" B&B	EA	50	850	42500
	3" Cal, 12' Ht, 6' Spd, 65G or36" B&B	EA	200	1000	200,000
	4" Cal, 14' Ht, 8' Spd, 100G or 40" B&B	EA	75	1280	96,000

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PROPOSAL SCHEDULE

Item#	Description	Unit	Estimated Quantity	Unit Price	Subtotal
1.8	*Liriodendron tulipifera* (Tulip Tree)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	265	2650
	2" Cal, 10' Ht, 4' Spd, 25G or 24" B&B	EA	50	500	25000
	3" Cal, 12' Ht, 6' Spd, 65G or 36" B&B	EA	50	950	47500
	4" Cal, 12' Ht, 8' Spd, 100G or 40" B&B	EA	50	1200	60000
1.9	*Magnolia grandiflora 'DD Blanchard', 'Claudia Wannamaker', Majestic Beauty'* (Southern Magnolia)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	340	3400
	2" Cal, 8' Ht, 4' Spd, 30G or 24" B&B	EA	50	825	41250
	3" Cal, 10' Ht, 5' Spd, 65G or 36" B&B	EA	300	1300	390000
	4" Cal, 12' Ht, 6' Spd, 100G or 40" B&B	EA	300	1600	480,000
	5" Cal, 14' Ht, 7' Spd, 200G or 44" B&B	EA	75	2100	157500
	6" Cal, 16' Ht, 8' Spd, 300G or 52" B&B	EA	75	2890	216750
1.10	*Nyssa sylvatica* (Black Gum)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	265	2650
	2" Cal, 10' Ht, 4' Spd, 25G or 24" B&B	EA	100	1625	162500
	3" Cal, 12' Ht, 6' Spd, 65G or36" B&B	EA	200	750	150,000
	4" Cal, 14' Ht, 8' Spd, 100G or 40" B&B	EA	100	900	90,000
1.11	*Oxydendron arboreum* (Sourwood)				
	3 Gal. @ 2' Ht	EA	10	140	1400
	7 Gal. @ 3' Ht	EA	10	160	1600
1.12	*Pinus clausa* (Sand Pine)				
	10 Gal.	EA	10	240	2400
1.13	*Pinus echinata* (Shortleaf Pine)				
	3 Gal. @ 2' Ht	EA	10	110	1100
	7 Gal. @ 3' Ht	EA	10	135	1350
	15 Gal. @ 4' Ht	EA	20	245	4900
1.14	*Pinus elliottii* 'Densa' (Slash Pine)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	350	3500
	2" Cal, 8' Ht, 3' Spd, 25G or 24" B&B	EA	100	585	58500
	3" Cal, 10' Ht, 3' Spd, 65G or 32" B&B	EA	300	925	277500
	4" Cal. 12'Ht, 4' Spd, 100G or 40" B&B	EA	200	1000	200,000
1.15	*Pinus glabra* (Spruce Pine)				
	3 Gal. @ 2' Ht	EA	10	110	1100
	7 Gal. @ 4' Ht	EA	10	135	1350
	15 Gal. @ 6' Ht	EA	10	265	2650
1.16	*Pinus palustris* (Longleaf Pine)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	365	3650
	2" Cal, 8' Ht, 2-1/2' Spd, 25G or 24" B&B	EA	100	1050	105000
	3" Cal, 10' Ht, 3' Spd, 65G or 32" B&B	EA	300	940	282000
	4" Cal. 12'Ht, 4' Spd, 100G or 40" B&B	EA	200	1025	205000
1.17	*Pinus taeda* (Loblolly Pine)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	265	2650
	2" Cal, 8' Ht, 3' Spd, 25G or 24" B&B	EA	30	500	15000
	3" Cal, 10' Ht, 3' Spd, 65G or 32" B&B	EA	30	895	26850
	4" Cal. 12'Ht, 4' Spd, 100G or 40" B&B	EA	10	925	9250
1.18	*Platanus occidentalis* (American Sycamore)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	375	3750
	2" Cal, 10' Ht, 4' Spd, 25G or 24" B&B	EA	50	725	36250
	3" Cal, 12' Ht, 6' Spd, 65G or36" B&B	EA	300	1050	315000
	4" Cal, 14' Ht, 8' Spd, 100G or 40" B&B	EA	200	1295	259000
1.19	*Quercus austrina* (Bluff Oak)				

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PROPOSAL SCHEDULE

Item#	Description	Unit	Estimated Quantity	Unit Price	Subtotal
	45G, 3" Cal, 12' Ht	EA	10	595	5950
1.20	*Quercus geminata* (Sand Live Oak)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	30	360	10800
	2" Cal, 8' Ht, 4' Spd, 25G or 24" B&B	EA	50	1075	53750
1.21	*Quercus lyrata* (Overcup Oak)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	350	3500
	2" Cal, 10' Ht, 4' Spd, 25G or 24" B&B	EA	50	590	29500
	3" Cal, 12' Ht, 6' Spd, 65G or 36" B&B	EA	100	980	98000
	4" Cal, 14' Ht, 8' Spd, 100G or 40" B&B	EA	100	1075	107500
	5" Cal, 16' Ht, 10' Spd, 200G or 44" B&B	EA	50	1470	73500
1.22	*Quercus michauxii* (Swamp Chestnut Oak)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	325	3250
	2" Cal, 10' Ht, 4' Spd, 25G or 24" B&B	EA	50	630	31500
	3" Cal, 12' Ht, 6' Spd, 65G or 36" B&B	EA	50	960	48000
	4" Cal, 14' Ht, 8' Spd, 100G or 40" B&B	EA	50	1300	65000
1.23	*Quercus nuttallii* (Nuttall Oak)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	325	3250
	2" Cal, 10' Ht, 4' Spd, 25G or 24" B&B	EA	50	820	41000
	3" Cal, 12' Ht, 6' Spd, 65G or 36" B&B	EA	100	980	98000
	4" Cal, 14' Ht, 8' Spd, 100G or 40" B&B	EA	100	1300	130000
1.24	*Quercus shumardii* (Shumard Oak)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	325	3250
	2" Cal, 10' Ht, 4' Spd, 25G or 24" B&B	EA	50	800	40000
	3" Cal, 12' Ht, 6' Spd, 65G or 36" B&B	EA	200	1075	215000
	4" Cal, 14' Ht, 8' Spd, 100G or 40" B&B	EA	200	1495	299000
	5" Cal, 16' Ht, 10' Spd, 200G or 44" B&B	EA	50	1700	85000
1.25	*Quercus virginiana* (Seedling Live Oak)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	375	3750
	2" Cal, 10' Ht, 4' Spd, 25G or 24" B&B	EA	200	750	150000
	3" Cal, 12' Ht, 6' Spd, 65G or 36" B&B	EA	500	1000	500,000
	4" Cal, 14' Ht, 8' Spd, 100G or 40" B&B	EA	500	1400	700,000
	5" Cal, 16' Ht, 10' Spd, 200G or 44" B&B	EA	50	2500	125000
	6" Cal., 18' Ht, 12' Spd, 200G or 52" B&B	EA	20	3000	60000
1.26	*Quercus virginiana* "Augustine" (Augustine Live Oak)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	400	4000
	2" Cal, 10' Ht, 4' Spd, 25G or 24" B&B	EA	200	750	150000
	3" Cal, 12' Ht, 6' Spd, 65G or 36" B&B	EA	300	1000	300000
	4" Cal, 14' Ht, 8' Spd, 100G or 40" B&B	EA	300	1400	420000
	5" Cal, 16' Ht, 10' Spd, 200G or 44" B&B	EA	50	2400	120000
	6" Cal., 18' Ht, 12' Spd, 200G or 52" B&B	EA	20	2975	59500
1.27	*Quercus virginiana* "Boardwalk" (Boardwalk Live Oak)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	400	4000
	2" Cal, 10' Ht, 4' Spd, 25G or 24" B&B	EA	50	780	39000
	3" Cal, 12' Ht, 6' Spd, 65G or 36" B&B	EA	100	1020	102000
	4" Cal, 14' Ht, 8' Spd, 100G or 40" B&B	EA	100	1450	145000
	5" Cal, 16' Ht, 10' Spd, 200G or 44" B&B	EA	20	2400	48000
	6" Cal., 18' Ht, 12' Spd, 200G or 52" B&B	EA	10	2970	29700
1.28	*Quercus virginiana* "Sky Climber" (Sky Climber Live Oak)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	410	4100
	2" Cal, 10' Ht, 4' Spd, 25G or 24" B&B	EA	50	765	38250
	3" Cal, 12' Ht, 6' Spd, 65G or 36" B&B	EA	100	1020	102000

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PROPOSAL SCHEDULE

Item#	Description	Unit	Estimated Quantity	Unit Price	Subtotal
	4" Cal, 14' Ht, 8' Spd, 100G or 40" B&B	EA	100	1450	145000
	5" Cal, 16' Ht, 10' Spd, 200G or 44" B&B	EA	20	2400	48000
	6" Cal., 18' Ht, 12' Spd, 200G or 52" B&B	EA	10	2970	29700
1.29	*Quercus virginiana* "Parkside" (Parkside Live Oak)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	410	4100
	2" Cal, 10' Ht, 4' Spd, 25G or 24" B&B	EA	50	780	39000
	3" Cal, 12' Ht, 6' Spd, 65G or 36" B&B	EA	100	1020	102000
	4" Cal, 14' Ht, 8' Spd, 100G or 40" B&B	EA	100	1450	145000
	5" Cal, 16' Ht, 10' Spd, 200G or 44" B&B	EA	20	2400	48000
	6" Cal., 18' Ht, 12' Spd, 200G or 52" B&B	EA	10	2970	29700
1.30	*Salix babylonica* (Weeping Willow)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	325	3250
	2" Cal, 10' Ht, 4' Spd, 25G or 24" B&B	EA	10	585	5850
	3" Cal, 12' Ht, 6' Spd, 65G or 36" B&B	EA	10	960	9600
	4" Cal, 14' Ht, 8' Spd, 100G or 40" B&B	EA	10	1300	13000
1.31	*Taxodium distichum* (Bald Cypress)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	360	3600
	2.5" Cal, 8' Ht, 25G, 8' Ht,2.5' Spd,	EA	200	825	165 000
	3.5" Cal, 10' Ht, 65G, 5' Spd, 65G or 36" B&B	EA	500	1025	512 500
	4.5" Cal, 12' Ht, 4' Spd, 100G or 40" B&B	EA	500	1400	700,000
	5.5" Cal, 14' Ht, 4.5' Spd, 200G or 44" B&B	EA	20	1900	38000
	6.5" Cal. 16' Ht, 5.5' Spd, 200G or 48" B&B	EA	20	2400	48000
1.32	*Taxodium ascendens* (Pond Cypress)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	290	2900
	2.5" Cal, 8' Ht, 25G, 8' Ht,2.5' Spd,	EA	200	590	118000
	3.5" Cal, 10' Ht, 65G, 5' Spd, 65G or 36" B&B	EA	500	820	410,000
1.33	*Ulmus alata* (Winged Elm)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	370	3700
	2" Cal, 10' Ht, 4' Spd, 25G or 24" B&B	EA	50	770	38500
	3" Cal, 12' Ht, 6' Spd, 65G or 36" B&B	EA	200	1170	234000
	4" Cal, 14' Ht, 8' Spd, 100G or 40" B&B	EA	200	1570	314000
1.34	*Ulmus americana* 'Jefferson', UASNZ 'Creole Queen' (American Elm)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	380	3800
	2" Cal, 10' Ht, 4' Spd, 25G or 24" B&B	EA	50	890	44500
	3" Cal, 12' Ht, 6' Spd, 65G or 36" B&B	EA	100	1300	130,000
	4" Cal, 14' Ht, 8' Spd, 100G or 40" B&B	EA	100	1670	167,000
	5" Cal, 16' Ht, 10' Spd, 200G or 44" B&B	EA	50	1990	99500
1.35	*Ulmus parvifolia* 'Drake', UPMTF 'Bosque', Emer II 'Allee' (Chinese Elm)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	340	3400
	2" Cal, 10' Ht, 4' Spd, 25G or 24" B&B	EA	50	860	43000
	3" Cal, 12' Ht, 6' Spd, 65G or 36" B&B	EA	100	1025	102500
	4" Cal, 14' Ht, 8' Spd, 100G or 40" B&B	EA	100	1250	125000
Item 2: Small Trees					
2.1	*Betula nigra* BNMTF 'Dura-Heat' (River Birch)				
	15 Gal., Min. 3 Tks @ 4-6' Ht.	EA	10	350	3500
	Min. 3 Trunks 10' Ht, 25G or 24" B&B	EA	50	740	37000
	Min. 3 Trunks 12' Ht, 45G or 32" B&B	EA	100	975	97500
	Min. 3 Trunks 14' Ht, 65G or 36" B&B	EA	100	1075	107500
	15 Gal., 1.5" Cal, 5' Ht, Standard	EA	10	375	3750
	2" Cal, 8' Ht, 3' Spd, 30G or 24" B&B, Standard	EA	100	740	74000
	3" Cal, 10' Ht, 3.5' Spd. 65G or 36" B&B, Standard	EA	100	1000	100,000

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PROPOSAL SCHEDULE

Item#	Description	Unit	Estimated Quantity	Unit Price	Subtotal
2.2	*Callistemon citrinus* (Bottlebrush)				
	15 Gal., 1.5" Cal, 5' Ht, Standard	EA	10	330	3300
	30 Gal., 2.5 Cal, 6'Ht., Standard	EA	30	670	20,100
2.3	*Carpinus caroliniana* (Ironwood, American Hornbeam)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	400	4000
	2" Cal, 8' Ht, 3' Spd, 30G or 24" B&B	EA	10	670	6700
	3" Cal, 10' Ht, 3.5' Spd. 65G or 36" B&B	EA	10	945	9450
2.4	*Cercis canadensis* (Redbud)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	330	3300
	2' Cal, 8' Ht, 30G or 24" B&B	EA	20	600	12000
	3" Cal, 12' Ht, 65G or 36" B&B	EA	20	895	17900
2.5	*Chionanthus retusus* (Chinese Fringe Tree)				
	Min 3 Trks @ 6' Ht, 4.5' Spd, 30G or 24" B&B	EA	10	515	5150
	1" Cal, 6' Ht, 2' Spd, 15G, Std	EA	50	480	24000
	2" Cal, 8' Ht, 4' Spd, 30G or 24" B&B, Std	EA	200	905	181000
	3" Cal, 10' Ht, 65G or 36" B&B Std.	EA	200	1065	213000
2.6	*Chionanthus virginicus* (Fringe Tree, Grancy Graybeard)				
	Min 3 Trks @ 6' Ht, 4.5' Spd, 30G or 24" B&B	EA	10	560	5600
	15 Gal., 1.5" Cal, 5' Ht., Standard or Multi	EA	50	480	24000
	2" Cal, 6' Ht, Standard	EA	200	1000	200000
	3" Cal, 10' Ht, 65G or 36" B&B Standard	EA	200	1250	250000
2.7	*Crataegus spp.* (Hawthorn)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	475	4750
	2" Cal, 8' Ht, 3' Spd, 30G or 24" B&B	EA	10	800	8000
2.8	*Elaeocarpus decipiens* (Japanese Blueberry Tree)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	330	3300
	8' Ht., 2.5' Spd, FTG, 30G or 24" B&B	EA	10	590	5900
	10' Ht, 3' Spd, FTG, 45G or 32" B&B	EA	10	975	9750
	12' Ht, 4' Spd, FTG, 65G or 36" B&B	EA	10	1290	12900
	14' Ht, 4' Spd, FTG, 100G or 44" B&B	EA	10	1650	16500
2.9	*Eriobotrya japonica* (Loquat)				
	1" Cal, 6' Ht, 2' Spd, 15G, Std	EA	10	300	3000
	2" Cal, 8' Ht, 4' Spd, 30G or 24" B&B, Std	EA	10	500	5000
	3" Cal, 10' Ht, 36" B&B, Std	EA	10	700	7000
2.10	*Ilex x attenuata* 'Eagleston' (Eagleston Holly)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	500	5000
	2" Cal, 8' Ht, 2.5' Spd, 24" B&B	EA	50	1050	52500
	3" Cal, 12' Ht, 4' Spd, 65G or 36" B&B	EA	200	1495	299000
	3.5" Cal, 14' Ht, 6' Spd, 100G or 44" B&B	EA	200	1799	359800
2.11	*Ilex x attenuata* 'East Palatka' (East Palatka Holly)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	360	3600
	2" Cal, 8' Ht, 2.5' Spd, 30G or 24" B&B	EA	50	940	47000
	3" Cal, 12' Ht, 4' Spd, 65G or 36" B&B	EA	200	1295	259000
	3.5" Cal, 14' Ht, 6' Spd, 100G or 44" B&B	EA	200	1640	328000
2.12	*Ilex cassine* (Dahoon Holly)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	380	3800
	2" Cal, 8' Ht, 2.5' Spd, 30G or 24" B&B	EA	50	970	48500
	3" Cal, 12' Ht, 4' Spd, 65G or 36" B&B	EA	200	1400	280000
	3.5" Cal, 14' Ht, 6' Spd, 100G or 44" B&B	EA	200	1725	345000
2.13	*Ilex x koehneana* (Wirt Winn Holly)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	490	4900

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PROPOSAL SCHEDULE

Item#	Description	Unit	Estimated Quantity	Unit Price	Subtotal
	2" Cal, 8' Ht, 2.5' Spd, 30G or 24" B&B	EA	50	875	43750
	3" Cal, 12' Ht, 4' Spd, 65G or 36" B&B	EA	200	1700	340 000
	3.5" Cal, 14' Ht, 6' Spd, 100G or 44" B&B	EA	200	1850	370,000
2.14	*Ilex vomitoria* (Yaupon Holly)				
	15 Gal., Min. 3 Tks @ 4-6' Ht.	EA	10	360	3600
	Min. 3 Tks @ 6' Ht, 4' Spd, 30G or 24" B&B	EA	50	830	41500
	Min. 3 Tks @ 8' Ht, 5' Spd, 45G or 32" B&B	EA	200	1075	215000
	Min. 3 Tks @ 10' Ht, 6' Spd, 65G or 36" B&B	EA	200	1300	260 000
2.15	*Ilex vomitoria* 'Pendula" (Weeping Yaupon Holly)				
	15 Gal., Min. 3 Tks @ 4-6' Ht.	EA	10	435	4350
	Min. 3 Tks @ 8' Ht, 30G or 24" B&B	EA	10	600	6000
	Min. 3 Tks @ 10' Ht, 45G or 32" B&B	EA	10	950	9500
	Min. 3 Tks @ 12' Ht, 65G or 36" B&B	EA	10	1250	12500
2.16	*Lagerstroemia indica* 'Natchez', 'Muskogee', 'Tuscarora' (Crape Myrtle)				
	15 Gal., Min. 3 Tks @ 4-6' Ht.	EA	10	400	4000
	Min 3 Tks @ 8' Ht, 4' Spd, 30G or 24" B&B	EA	50	700	35000
	Min 3 Tks @ 10' Ht, 5' Spd, 45G or 32" B&B	EA	100	975	97500
	Min 3 Tks @ 12' Ht, 6' Spd, 65G or 36" B&B	EA	100	1200	120000
	Min 3 Tks @ 14' Ht, 7' Spd, 100G or 44" B&B	EA	10	1400	14000
	15 Gal., 1.5"Cal, Std, 5' Ht.	EA	10	400	4000
	2" Cal, Std, 8' Ht, 4' Spd, 30G or 24" B&B	EA	50	700	35000
	3" Cal, Std, 12' Ht, 6' Spd, 65G or 36" B&B	EA	100	1250	125000
	4" Cal., Std, 14' Ht, 7' Spd, 100G or 44" B&B	EA	100	1425	142500
2.17	*Ligustrum japonicum* (Tree Form Wax Leaf Ligustrum)				
	15 Gal., Min. 4 Tks @ 4-6' Ht.	EA	10	350	3500
	Min 4 Tks @ 6' Ht, 5' Spd, 2.5' CT, 30G or 24" B&B	EA	10	800	8000
	Min4 Tks @ 8' Ht & Spd, 3.5' CT, 36" B&B	EA	10	1015	10150
	Min 4 Tks @ 10' Ht & Spd, 4' CT, 44" B&B	EA	10	1500	15000
2.18	*Nyssa ogeechee* (Ogeechee Tupelo)				
	3 Gal. @ 2' Ht	EA	10	110	1100
	7 Gal. @ 3' Ht	EA	10	130	1300
2.19	*Magnolia grandiflora* 'Little Gem' (Little Gem Magnolia)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	320	3200
	1-1/2 " Cal, 6' Ht, 3' Spd, 25G or 24" B&B	EA	50	740	37000
	2-1/2" Cal, 8'Ht, 4' Spd, 45G or 32" B&B	EA	200	1100	220 000
	3-1/2" Cal. 10' Ht,5' Spd, 65G or 36" B&B	EA	200	1495	299 000
2.20	*Magnolia virginiana* (Sweetbay Magnolia)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	310	3100
	2.5" Cal., 8' Ht., 4" Spd, 30 Gal. or 24" B&B, Standard	EA	50	620	31000
	3" Cal, 10'Ht, 6' Spd, 45G or 32" B&B, Standard	EA	75	795	59625
2.21	*Myrica cerifera* (Wax Myrtle)				
	15 Gal., Min. 3 Tks @ 4-6' Ht.	EA	10	320	3200
	Min 3 Tks @ 6' Ht, 4' Spd, 25G or 24" B&B, Full	EA	20	620	12400
	Min 3 Tks @ 8' Ht, 6' Spd, 45G or 32" B&B, Full	EA	10	820	8200
2.22	*Olea europaea* (Olive)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	375	3750
	2" Cal, 10' Ht, 4' Spd, 25G or 24" B&B	EA	20	815	16300
	3" Cal,12' Ht, 6' Spd, 65G or36" B&B	EA	10	940	9400
2.23	*Ostrya virginiana* (American Hophornbeam)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	10	345	3450
	2" Cal, 10' Ht, 4' Spd, 25G or 24" B&B	EA	10	630	6300

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PROPOSAL SCHEDULE

Item#	Description	Unit	Estimated Quantity	Unit Price	Subtotal
	3" Cal,12' Ht, 6' Spd, 65G or36" B&B	EA	10	940	9400
2.24	*Prunus angustifolia* (Chickasaw Plum)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	50	360	18000
	2" Cal, 8' Ht, 3' Spd, 30G or 24" B&B	EA	50	580	29000
2.25	*Prunus umbellata* (Flatwoods Plum)				
	15 Gal., 1.5" Cal, 5' Ht.	EA	50	360	18000
	2" Cal, 8' Ht, 3' Spd, 30G or 24" B&B	EA	50	600	30000
2.26	*Viburnum obovatum* (Walters Viburnum)				
	15 Gal., Min. 3 Tks @ 4-6' Ht.	EA	10	330	3300
	Min 3 Tks @ 6' Ht, 30G or 24" B&B	EA	50	580	29000
	Min 3 Tks @ 8' Ht, 45G or 32" B&B	EA	50	875	43750
2.27	*Vitex Agnus-Castus* (Chaste Tree)				
	15 Gal., Min. 3 Tks @ 4-6' Ht.	EA	10	425	4250
	Min 3 Tks @ 6' Ht, 4' Spd, 24" B&B	EA	50	760	38000
	Min. 3 Tks @ 8' Ht, 6' Spd, 36" B&B	EA	50	950	47500
Item 3: Palms (Note: Caliper of all Palms Measured at 3' HT)					
3.1	*Butiagrus nabonnandii* (Mule Palm) 14" Cal, Min 12 Mature Leaves				
	12' Overall Ht	EA	10	1690	16900
	14' Overall Ht	EA	10	1900	19000
	16' Overall Ht	EA	10	2050	20500
	18' Overall Ht	EA	10	3300	33000
3.2	*Livistonia decora* (Ribbon Palm) 15" Cal, Min 25 Mature Lvs, Classic Cut				
	12' CT	EA	10	1300	13000
	14' CT	EA	10	1600	16000
	16' CT	EA	10	1700	17000
	18' CT	EA	10	2000	20000
3.3	*Livistonia nitida* (Carnavon Gorge Palm) 15" Cal, Min 25 Mature Lvs, Classic Cut				
	12' CT	EA	10	2500	25000
	14' CT	EA	10	3190	31900
	16' CT	EA	10	3600	36000
	18' CT	EA	10	4300	43000
3.4	*Sabal palmetto* (Cabbage Palm) Min 4 Mature lvs, 12" Cal, Booted or Clean Trunk, Regenerated, Inoculated				
	12' CT	EA	40	710	28400
	16' CT	EA	100	710	71000
	20' CT	EA	200	850	170000
	24' CT	EA	50	950	47500
3.5	*Washingtonia robusta* (Washington Palm) Min 8 Mature Lvs, 12" Cal				
	12' CT	EA	40	1000	40000
	14' CT	EA	100	1200	120000
	16' CT	EA	200	1250	250000
	18' CT	EA	50	1375	68750
	20' CT	EA	10	1500	15000
3.6	*Phoenix dactylifera* 'Medjool' (Date Palm) Min 22 Mature Lvs, 14" Cal, Classic Cut Leaf Base, Inoculated				
	12' CT	EA	5	8500	42500
	14' CT	EA	5	9050	45250
	16' CT	EA	5	10100	50500
	18' CT	EA	5	10350	51750
	20' CT	EA	5	11000	55000
	22' CT	EA	5	11250	56250
3.7	*Phoenix sylvestris* (Silver Date Palm) Min 32 Mature Lvs, 14" Cal, Classic Cut Leaf Base, Inoculated				
	12' CT	EA	5	8650	43250

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PROPOSAL SCHEDULE

Item#	Description	Unit	Estimated Quantity	Unit Price	Subtotal
	14' CT	EA	5	8900	44 500
	16' CT	EA	5	9200	46 000
	18' CT	EA	5	9600	48 000
Item 4: Shrubs, Ornamental Grasses, & Groundcovers					
4.1	Common Ornamental Grasses (i.e., Pink Muhly Grass, Florida Gama Grass, Love Grass, Sand Cord Grass)				
	1 Gallon, 3' O.C. Typ	EA	500	12	6000
	3 Gallon, 3' O.C. Typ	EA	500	25	12 500
4.2	Common Ornamental Shrubs (i.e., Darrow's Blueberry, Firebush, American Beautyberry, Yellow Anise, Sweet Viburnum, Dwf. Walters Viburnum, Buttonbush, Saw Palmetto)				
	3 Gallon, 3' O.C. Typ	EA	500	57	28 500
	7 Gallon, 3' O.C. Typ	EA	500	104	52 000
4.3	Common Ornamental Groundcovers (i.e., Sunshine Mimosa, Dune Sunflower, Lirlope, Shore Juniper, Cinnamon Fern, Autumn Fern)				
	4" Pot, 10" O.C. Typ	EA	300	6	1800
	1 Gallon, 18" O.C. Typ	EA	300	12	3600
	3 Gallon, 24" O.C. Typ	EA	300	26	7800
1-YEAR MAINTENANCE/WARRANTY SUBTOTAL ITEMS 1-4					22,550,115.00

ADDITIONAL LANDSCAPE SERVICES (No Maintenance/Warranty After Acceptance)

Item 5: Miscellaneous Services					
Payment for Bid Items 5 services will be 100% of the total service upon completion of the service. No maintenance/warranty required.					
5.1	Tree Removal, Single Trunk (Remove entire tree, including root ball & dispose)				
	2-3" Cal.	EA	30	350	10 500
	3-4" Cal.	EA	30	400	12,000
	4-5" Cal.	EA	30	600	18000
	5-6" Cal.	EA	30	1000	30 000
	6-7" Cal.	EA	30	1100	33 000
5.2	Tree Removal, Multi-Trunk (Remove entire tree, including root ball, & dispose).				
	Under 8' HT	EA	30	250	7500
	8-10' HT	EA	30	350	10 500
	10-12' HT	EA	30	450	13 500
	12-14' HT	EA	30	650	19 500
	14-16' HT	EA	30	850	25 500
	16-18' HT	EA	30	1100	33 000
5.3	Palm Removal, Moderate Trunk (8-16" DBH) (i.e. Sabal, Washintonia Palms. Remove entire palm, including rootball and dispose)				
	8-8' CT	EA	20	350	7000
	8-14' CT	EA	20	700	14000
	14-20' CT	EA	20	950	19 000
	20-26' CT	EA	10	1400	14 000
	26' CT	EA	10	1750	17 500

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PROPOSAL SCHEDULE

Item#	Description	Unit	Estimated Quantity	Unit Price	Subtotal
5.5	**Turf Removal**				
	Remove and dispose of existing turf; rake area to smooth finish grade	SF	10,000	3.75	37500
5.6	**Shrub and Groundcover Removal**				
	Remove and dispose of existing shrubs and groundcovers in existing multiple plant beds; rake area to smooth finish grade	SF	10,000	3.75	37500
5.7	**Replacement of Unsuitable Soil**				
	Excavate & remove unsuitable soil & replace w/ soil mix	CY	5000	150	750000
5.8	**Application of Soil Mix**				
	Apply 3" of soil mix & incorporate into existing soil, & rake smooth	CY	5000	85	425 000
5.9	**Application of Mulch Not Required By Installation & Maintenance Specifications**				
	Apply 3" of Shredded Hardwood Mulch	CY	5000	65	325 000
	Apply 3" of Pine Bark Mulch	CY	5000	65	325 000
	Apply 3" of Pine Needles	CY	5000	65	325 000
5.10	**Supplemental Fertilization: Trees (Lesco 12-2-14 Fertilizer)**				
	4-6' Canopy Spread (0.25 lb)	EA	100	1	100
	6-10' Canopy Spread (0.5 lb)	EA	100	2	200
	10-12' Canopy Spread (0.75 lb)	EA	200	3	600
	12-14' Canopy Spread (1.0 lb)	EA	200	4	800
	14-16' Canopy Spread (1.5 lbs)	EA	100	5	500
	16-18' Canopy Spread (1.75 lbs)	EA	50	6	300
5.12	**Watering of Trees No Longer Under Warranty**				
	2" Cal (4 gallons per application)	EA	100	45	4500
	3" Cal (6 gallons per application)	EA	100	50	5000
	4" Cal (8 gallons per application)	EA	200	50	10 000
	5" Cal (10 gallons per application)	EA	200	60	12000
	6" Cal (12 gallons per application)	EA	100	65	6500
Item 6: Sod Installation					
Payment for Sod Installation will be 100% after min. 90 day maintenance and acceptance					
6.1	**Saint Augustine Floratam or ProVista Sod**				
	Install and maintain (450 SF min Order)	SF	5000	2.50	12500
6.2	**Common Bermuda Sod**				
	Install and maintain (450 SF min Order)	SF	5000	1.75	8750
6.3	**Argentine Bahia Sod**				
	Install and maintain (450 SF min Order)	SF	5000	1.75	8750
6.4	**Arachis Glabrata 'Ecoturf' ('Ecoturf' Perennial Peanut)**				
	Install and maintain solid sod	SF	5000	9	45 000
	Install and Maintain (4" Pot Gallon)	EA	200	16	3200
	Install and Maintain (1 Gallon)	EA	200	19.75	3950
	ADDITIONAL LANDSCAPE SERVICES SUBTOTAL ITEMS 5-6				2,632,150.00

GRAND TOTAL ITEMS 1-6 (TO BE ENTERED ON FORM 1)	25,188,205.00

Note: Caliper shown includes caliper up to, but not including the caliper shown. Palm caliper is measured at 3' Height.

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PROPOSAL SCHEDULE

Item#	Description	Unit	Estimated Quantity	Unit Price	Subtotal

All trees & palms are single trunk standards, unless specified as multi-trunk.

CT = Clear Trunk
Cal. = Caliper
DBH = Diameter Breast Height
CY = Cubic Yards
SF = Square Feet
Tks = Trunks
Typ = Typical
Std = Standard

For examples of City of Jacksonville Parks Projects, please see: https://pg-cloud.com/JacksonvilleFL/

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Form 1

PRICE SHEET/BID PROPOSAL FORM

Grand Total Items 1-6 from Price Sheet Proposal Form	$25,188,265.00

Taylor Bratcher
Handwritten Signature of Authorized Officer of Firm

3/2/2026
Date

Taylor Bratcher, CFO/VP
Print Individuals' Name and Title

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CONFLICT OF INTEREST CERTIFICATE

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

SECTION I

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

Signature

Allstar Irrigation Company
Company Name

John Hunt
Name of Official (type or print)

15231 Landmark Circle South
Business Address

Jacksonville, FL 32226
City, State, Zip Code

SECTION II

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

Name	Title of Position	Date of Filing

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

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

Public Official _____

Position Held _____

Position or Relationship with Bidder _____

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JSEB FORM 1
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM

SCHEDULE OF JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTOR

NAME OF BIDDER Allstar Irrigation Company

PROJECT TITLE Parks Tree Planting and landscaping - A New Day

BID NUMBER 17565-26 TOTAL BASE BID AMOUNT $25,188,265.00

For the purpose of the JSEB Project goals, all bids requiring CCNA will confirm the requirement on Form 1. However, the amount of the scope of service to be performed by the JSEB is not required until the agency has negotiated cost w/the selected firm.

Prior to the selected firm going before the PSEC committee for approval of the negotiated scope and fee package , the firm must list the JSEB vendor(s) and the amount for the scope of service to be performed by the JSEB(s).

***Please list all JSEB Suppliers**

NAME OF SUB FIRM	JSEB (Y/N)	TYPE OF WORK TO BE PERFORMED	TOTAL CONTRACT VALUE
Allstar Irrigation Company	Y	landscaping	$25,188,265.00

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

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

The designation of this project is: Encouragement____ Participation____ Set Aside____

Signature: Jayden Bratton Title: CFO/VP Date: 3/2/2026

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Signature of Prime Contractor

JSEB FORM 2

LETTER OF INTENT
TO PERFORM AS A SUBCONTRACTOR or SUB-CONSULTANT

Allstar Irrigation Company
(Name of JSEB Supplier/Consultant/Subcontractor)

Name of Project: Parks Tree Planting and Landscaping A New Day Bid Number: M5605-26

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

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

*Scope of Work Attached

landscaping $ 25,188,265.00

Jayden Bratcher CFO/VP 3/2/2026
Signature of JSEB Supplier/Consultant/ Subcontractor Title Date

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

This form must be used for Letter of Intent.

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FORM 3
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM
FINANCE & ADMINISTRATION DEPARTMENT
CONSULTANT AND CONTRACTOR'S MONTHLY REPORT

PRIME CONTRACTOR NAME: Allstar Irrigation Company PROJECT TITLE: A New Day

PROFESSIONAL SERVICES (RFP) NO. _____ -OR- CITY BID NO. 17 SLES - 26

CURRENT CONTRACT TOTAL AMOUNT $ _____ CITY CONTRACT NO. or PO NO. _____

INVOICE INFORMATION

INVOICE NO.: _____ CURRENT INVOICE $: _____

FOR PERIOD ENDING DATE: _____ CUMULATIVE INVOICED $: _____

% CONTRACT COMPLETE:

CONTRACT GOAL TRACKING

JSEB SUPPLIER GOAL $: _____ **JSEB SUPPLIER GOAL %:**

PRIOR MONTH CUMULATIVE **JSEB SUPPLIER $:** _____

PRIOR MONTH CUMULATIVE **NON- JSEB SUPPLIER $:** _____

FORMULA FOR CURRENT MONTH %: **CUMULATIVE $ / CUMULATIVE $ INVOICED**

CUMULATIVE **JSEB SUPPLIER $:** _____

CUMULATIVE **JSEB SUPPLIER %:** _____

CUMULATIVE **NON- JSEB SUPPLIER $:** _____

CUMULATIVE **NON- JSEB SUPPLIER %:**

JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTORS TO BE PAID FROM THIS INVOICE

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	JSEB TYPE [1]	TYPE OF WORK [2]	$ THIS PAYMENT
				TOTAL	

NON-JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTORS TO BE PAID FROM THIS INVOICE

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	Type	TYPE OF WORK [2]	$ THIS PAYMENT
			N/A		
			N/A		
			N/A		
				TOTAL	

[1] JSEB (Jacksonville Small Emerging Business)
[2] TYPE OF WORK: Examples: Catering, Clerical, Consulting, Engineering, Hauling, Janitorial, Masonry, Site Clearing, Technical Support, etc.

FOR CITY OF JACKSONVILLE USE ONLY

DATE PROCESSED	DOCUMENT NO.	INDEX CODE – SUBOBJECT - PROJECT NO. - DETAIL	$ THIS PAYMENT

Notes:

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

Docusign Envelope ID: 3D7BE0BF-265B-46E4-AB31-2D5365FE1C3F

JSEB FORM 4
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM
JSEB GOOD FAITH EFFORT DOCUMENTATION

The intent of this form is to document the good faith effort attempts made by the apparent low bidder in soliciting JSEB firms to meet the JSEB project goal. Please note that the project goal will not be waived, and the contractor must make efforts to achieve the goal throughout the life of the contract.

Every work type where there is a certified JSEB, the apparent low bidder must submit the form as follows:

All information submitted on this form is subject to audit by the JSEB Office

Date Submitted: 3/2/2026 Bid Number: 17565-26 Agency: Parks

Contractor Name: Allstar Irrigation company Company Address: 15231 Landmark cir. s.

City Jacksonville State: FL Zip code: 32226 Phone: 904-422-7827

Goal Percentage: 100% Commitment Percentage: _____ Unattained Percentage: _____

I certify that the information contained in this good faith effort documentation form is true and correct to the best of my knowledge. I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions which may involve debarment and/or prosecution under applicable State and Federal laws.

Bidder/Authorized Representative Signature: Jayen Brown

Representative Title: CFO/VP Date: 3/2/2026

Witness: Marisa Gregory Date: 3/2/2026

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JSEB FORM 4 (Cont.)
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM

GOOD FAITH EFFORT DOCUMENTATION

Work Type Number	Description of Work, Service or Material	JSEB Firm Name
17565-26	Landscaping	Allstar Irrigation Company

Contact Name (First and Last)	Contact Date	Contact Method	Contact Results	Bid Amount
1. Taylor Bratcher	3/2/2026	Person		25,188.265
2.				
3.				

Comments:

Work Type Number	Description of Work, Service or Material	JSEB Firm Name

Contact Name (First and Last)	Contact Date	Contact Method	Contact Results	Bid Amount
1.				
2.				
3.				

Comments:

Work Type Number	Description of Work, Service or Material	JSEB Firm Name

Contact Name (First and Last)	Contact Date	Contact Method	Contact Results	Bid Amount
1.				
2.				
3.				

Comments: Allstar Irrigation Company will act as the JSEB and prime for "A New Day" Parks Tree Planting and Landscaping.

Docusign Envelope ID: 3D7BE0BF-265B-46E4-AB31-2D5365FE1C3F

License Certificate

This is to certify that HUNT JOHN K

is the qualifying agent for ALLSTAR IRRIGATION LLC

and had met all the requirements of law and this Board and is certified as a IRRIGATION CONTRACTOR

contractor expires OCTOBER 01, 2027

No: I - 253

Date Issued: 10/6/2025

Clifford D. Snell
CHAIRMAN

This certificate must be renewed by OCTOBER 01, 2027 to remain valid. An application for renewal must be filed with the Board by September 30th to obtain a new card. This certificate is void unless signed and requested information is supplied on reverse side. This certificate must be carried on person at all times while working.

Docusign Envelope ID: 3D7BE0BF-265B-46E4-AB31-2D5365FE1C3F

ONLINE SERVICES

Apply for a License
Verify a Licensee
View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

9:05:34 AM 9/9/2024

Licensee Information

Name:	**HUNT, JOHN KENNETH JR (Primary Name)**
	ALL STAR IRRIGATION COMPANY (DBA Name)
Main Address:	**15231 LANDMARK CIRCLE SOUTH JACKSONVILLE Florida 32226**
County:	**DUVAL**

License Information

License Type:	**Certified Specialty Contractor**
Rank:	**Cert Specialty**
License Number:	**SCC131153297**
Status:	**Current,Active**
Licensure Date:	**09/06/2024**
Expires:	**08/31/2026**

Special Qualifications	**Qualification Effective**
Construction Business	**09/06/2024**
Irrigation Specialty Contractor	

Alternate Names

View Related License Information

View License Complaint

Docusign Envelope ID: 3D7BE0BF-265B-46E4-AB31-2D5365FE1C3F

2025 - 2026 LOCAL BUSINESS TAX RECEIPT

JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370
Phone: (904) 255-5700, option 3 Fax: (904) 255-8403
https://taxcollector.coj.net/

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2025 through September 30, 2026 .

HUNT, JOHN K
15231 S LANDMARK CIR
JACKSONVILLE, FL 32226

ACCOUNT NUMBER: 134008
BUSINESS NAME: HUNT, JOHN K
PHYSICAL ADDRESS: 15231 S LANDMARK CIR
JACKSONVILLE, FL 32226

CLASSIFICATION CODE: 325015 QUALIFYING AGENT - MASTER CRAFTSMAN

STATE LICENSE NO: I253

COUNTY TAX:	0.00
MUNICIPAL TAX:	100.00
COUNTY LATE PENALTY:	0.00
MUNICIPAL LATE PENALTY:	0.00
TOTAL TAX:	**100.00**

RENEWAL

VALID UNTIL September 30, 2026

2025 - 2026

ATTENTION

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

Paid TAX-26-00620179 07/31/2025 $ 100.00

Docusign Envelope ID: 3D7BE0BF-265B-46E4-AB31-2D5365FE1C3F

equipment schedule

Description	Purchase Date	Type	ID/Serial number	Manufacturer	Model
289D Caterpillar Compact Track Loader	March, 2019	Skid Steer	TAW04822	Caterpillar	289D
289D Caterpillar Compact Track Loader	June, 2019	Skid Steer	TAW11470	Caterpillar	289D
903D Loader	February, 2020	Loader	MZY00328	Caterpillar	Wheel Loader 903D
Ditch Witch SK1550	December, 2021	Mini Excavator	DWPSK155KN0002147	Ditch Witch	SK550 Mini Skidsteer/Mini Excavator
Truck	December, 2019	Truck	1FD8W3FT0KEG31319	Ford	F350 Stake Body
Water Truck	June, 2019	Water Truck	1FD0W5HTXKED54863	Ford	F550 Water Tank Truck
Truck	July, 2019	Truck	1FD8W3FT0KEC51820	Ford	F350 Stake Body
Truck	August, 2017	Truck	1FT7W2BTXGED13862	Ford	F250 Truck
Truck	October, 2021	Truck	1FT7W2A67NEC69652	Ford	Ford F-250 gas
Truck	July, 2024	Truck	1FD8W3FT0REC61421	Ford	Ford F-350 Stake Body
Trailer	2012	Trailer	4YNBN18204C023846	Anderson	Equipment Trailer with tree bar
Trailer	2012	Trailer	NOVIN0201117744	Pro-Tex	Trailer for small equipment, trees, irriga
Trailer	April, 2013	Trailer	1A920029133B22230	All Pro Big Tex	Dump Trailer
Trailer	November, 2018	Trailer	7HUBD1425NY002496	Texas Pride Dump Trailer	Large Dump Trailer
Trailer	May, 2019	Trailer	7HUBD1425NY003205	Texas Pride Dump Trailer	Dump Trailer
Tractor	8/27/2024	TYM Tractor	57SHT02202	TYM	T574HC with loader and 3rd function

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2025 PAID TANGIBLE

NOTICE OF AD VALOREM & NON-AD VALOREM ASSESSMENTS

JIM OVERTON, TAX COLLECTOR

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370 (904) 255-5700, option 4 www.duvaltaxcollect.net

ACCOUNT NUMBER: 971298-4000

LOCATION ADDRESS: 11938 PULASKI RD,
JACKSONVILLE,
32218-

ALLSTAR IRRIGATION COMPANY
11938 PULASKI RD
JACKSONVILLE, FL 32218

AD VALOREM TAXES FOR TANGIBLE PERSONAL PROPERTY (TPP)

TAXING AUTHORITY	ASSESSED VALUE $	EXEMPT VALUE $	TAXABLE VALUE $	MILLAGE RATE	TAX AMOUNT $	EXEMPTION CODES APPLIED
CITY OF JACKSONVILLE	38,983	0	38,983	11.1919	436.29	
ST JOHNS RIVER WTR MGM	38,983	0	38,983	0.1793	6.99	
FL INLAND NAVIGATION	38,983	0	38,983	0.0270	1.05	
SCHOOLS						
SCH DISCRETIONARY	38,983	0	38,983	0.7480	29.16	
SCH CAPITAL OUTLAY	38,983	0	38,983	1.5000	58.47	
SCHOOLS-LOCAL	38,983	0	38,983	3.0950	120.65	
SCHOOLS-VTR APPRVD	38,983	0	38,983	1.0000	38.98	
PENALTY 5%					34.58	
AD VALOREM TOTALS			**MILL CODE:** GS	17.7412	$726.17	

REMARKS:

PAYMENTS MUST BE MADE IN US FUNDS.

IF PAID BY:	Nov 30, 2025				
PLEASE PAY ONE AMOUNT:	$0.00				

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS. RECEIPTS AVAILABLE ONLINE.

DUVAL COUNTY 2025 PAID TANGIBLE

ACCOUNT NUMBER: 971298-4000

LOCATION ADDRESS: 11938 PULASKI RD,
JACKSONVILLE,
32218-

ALTERNATE KEY: 5023181

MAKE CHECKS PAYABLE TO:
JIM OVERTON, TAX COLLECTOR

IF PAID BY:	PLEASE PAY ONE AMOUNT:
Nov 30, 2025	$0.00

TO ENSURE PROPER CREDIT FOR ONLINE BILL PAYMENT, INCLUDE ACCOUNT NUMBER: 971298-4000

RETURN WITH PAYMENT

JIM OVERTON, TAX COLLECTOR
PO BOX 44009
JACKSONVILLE, FL 32231-4009

11/26/2025
-698.51

TAX-26-01016487
Taylor Bratcher

Docusign Envelope ID: 3D7BE0BF-265B-46E4-AB31-2D5365FE1C3F

2025 PAID REAL ESTATE

NOTICE OF AD VALOREM & NON-AD VALOREM ASSESSMENTS
JIM OVERTON, TAX COLLECTOR

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370 (904) 255-5700, option 4 www.duvaltaxcollect.net

ACCOUNT NUMBER: 109524-0000

ESCROW CODE/COMPANY :

LOCATION ADDRESS: 11938 PULASKI RD,
JACKSONVILLE,
32218-

LEGAL DESCRIPTION: 46-1S-27E .691
JOHN BROWARD GRANT S/D
PT NE1/4 SEC 15 RECD O/R 18827-574
BEING PARCEL1

K S T INVESTMENTS LLC
15231 LANDMARK CIR S
JACKSONVILLE, FL 32226

AD VALOREM TAXES FOR REAL ESTATE

TAXING AUTHORITY	ASSESSED VALUE $	EXEMPT VALUE $	TAXABLE VALUE $	MILLAGE RATE	TAX AMOUNT $	EXEMPTION CODES APPLIED
CITY OF JACKSONVILLE	103,482	0	103,482	11.1919	1,158.16	
ST JOHNS RIVER WTR MGM	103,482	0	103,482	0.1793	18.55	
FL INLAND NAVIGATION	103,482	0	103,482	0.0270	2.79	
SCHOOLS						
SCH DISCRETIONARY	125,817	0	125,817	0.7480	94.11	
SCH CAPITAL OUTLAY	125,817	0	125,817	1.5000	188.73	
SCHOOLS-LOCAL	125,817	0	125,817	3.0950	389.40	
SCHOOLS-VTR APPRVD	125,817	0	125,817	1.0000	125.82	
AD VALOREM TOTALS			**MILL CODE:** GS	17.7412	**$1,977.56**	
ADDITIONAL FEES					0.00	

NON-AD VALOREM ASSESSMENTS FOR SERVICES

LEVYING AUTHORITY	AMOUNT $
SOLW COJ SOLID WASTE	0.00
STMW COJ STORMWATER	80.40
NON-AD VALOREM TOTALS	$80.40

REMARKS:

PAYMENTS MUST BE MADE IN US FUNDS.

IF PAID BY:	Nov 30, 2025				
PLEASE PAY ONE AMOUNT:	$0.00				

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS. RECEIPTS AVAILABLE ONLINE.

DUVAL COUNTY 2025 PAID REAL ESTATE

ACCOUNT NUMBER: 109524-0000

ESCROW CODE/COMPANY:

LOCATION ADDRESS: 11938 PULASKI RD,
JACKSONVILLE,
32218-

ALTERNATE KEY: 1181456

MAKE CHECKS PAYABLE TO:
DUVAL COUNTY TAX COLLECTOR

IF PAID BY:	PLEASE PAY ONE AMOUNT:
Nov 30, 2025	$0.00

TO ENSURE PROPER CREDIT FOR ONLINE BILL PAYMENT, INCLUDE ACCOUNT NUMBER 109524-0000

RETURN WITH PAYMENT

JIM OVERTON, TAX COLLECTOR
PO BOX 44009
JACKSONVILLE, FL 32231-4009

11/26/2025
K S T Investments LLC

TAX-26-01016526
-1975.64

Docusign Envelope ID: 3D7BE0BF-265B-46E4-AB31-2D5365FE1C3F

IRRIGATE · ILLUMINATE · LANDSCAPE

Allstar Irrigation Company

15231 Landmark Circle South

Jacksonville, FL 32226

1. Project: Gold Star Family Parkway Project
   Location: Gold Star Family Parkway, Jacksonville, FL 32218
   Description: Acquiring miscellaneous trees and shrubs, planting per plan along new Gold Star Family Parkway Road. Worked as a JSEB for Liberty Landscape Supply, Mike Zaffaroni, mike@libertylandscapesupply.com, 904-733-7549.
   Beginning of work: August 2024
   End of work: November 2024- Warranty ends Summer 2026
   Contract amount: $177,822
   Owner of project: City of Jacksonville

2. Project: Countywide Tree Planting- COJ RAP Relief
   Location: Across the City of Jacksonville
   Description: Subcontractor for Davey Tree- planting trees across the city of Jacksonville
   Davey Project Manager: Ron Morgan, Ron.Morgan@Davey.com , (904) 768-8733
   Beginning of work: July 2019
   End of work: December 2020
   Contact Amount: $577,000
   Owner: City of Jacksonville

3. Project: Smith Crane Island
   Location: 121 Crane Island Drive, Fernandina Beach, FL
   Description: Procurement of plant material and installation for high end landscaping around home. Worked with Cascade Outdoor Design, Mike Farnsworth, mike@cascadeoutdoordesign.com, 904-226-1183.
   Beginning of work: May 2023
   End of work: Ongoing project
   Contact Amount: $229,507.25
   Owner: Barbara Smith

Docusign Envelope ID: 3D7BE0BF-265B-46E4-AB31-2D5365FE1C3F

ALLSIRR-01

VELLINOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/2/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cecil W. Powell & Company
219 N. Newnan Street
Jacksonville, FL 32202

CONTACT NAME: Vincent B. Ellinor, CRIS
PHONE (A/C, No, Ext): (904) 353-3181 FAX (A/C, No): (904) 353-5722
E-MAIL ADDRESS: VEllinor@cwpowellins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern Owners Ins Co	10190
INSURER B : Auto Owners Insurance Company	18988
INSURER C : Owners Insurance Co	32700
INSURER D : FFVA Mutual Insurance Co	10385
INSURER E :	
INSURER F :	

INSURED
Allstar Irrigation Company
11938 Pulaski Road
Jacksonville, FL 32218

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $	1,000,000
	CLAIMS-MADE X OCCUR	X	X	78114672	11/18/2025	11/18/2026	DAMAGE TO RENTED PREMISES (Ea occurrence) $	300,000
							MED EXP (Any one person) $	10,000
							PERSONAL & ADV INJURY $	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $	2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG $	1,000,000
	OTHER:						$	
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $	1,000,000
	X ANY AUTO	X	X	5311459501	11/18/2025	11/18/2026	BODILY INJURY (Per person) $	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident) $	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $	
							$	
C	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE $	1,000,000
	X EXCESS LIAB CLAIMS-MADE			5311459500	11/18/2025	11/18/2026	AGGREGATE $	
	DED X RETENTION $ 0						Aggregate $	1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A	X	WC84000320382025A	11/18/2025	11/18/2026	E.L. EACH ACCIDENT $	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $	1,000,000
							E.L. DISEASE - POLICY LIMIT $	1,000,000
A	Installation Floater			78114672	11/18/2025	11/18/2026	Limit	75,000
A	Equipment Floater			78114672	11/18/2025	11/18/2026	Leased/ Rented Equip	125,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Jacksonville is additional insured with respects to General Liability and Automobile Liability when Required by Written Contract or Agreement per the Attached Endorsements on a primary and non-contributory basis.

Blanket Waiver of Subrogation in Favor City of Jacksonville with Respects to General Liability, Automobile Liability and Workers Compensation when Required by Written Contract or Agreement per the Attached Endorsements.

Umbrella Liability follows form with regards to general liability.

CERTIFICATE HOLDER

City of Jacksonville
117 W Duval Street
Suite 335
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Barry Whelden

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA - COMMERCIAL GENERAL LIABILITY PLUS COVERAGE - WITH LIMITED HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **EXTENDED WATERCRAFT LIABILITY**
   SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended. Exclusion **g.(2)** is deleted and is replaced by the following exclusion.
   (2) A watercraft you do not own that is:
   (a) Less than 50 feet long; and
   (b) Not being used to carry persons or property for a charge;
2. **LIMITED HIRED AUTO AND NON-OWNED AUTO LIABILITY**
   Coverage for "bodily injury" and "property damage" liability provided under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.
   a. Coverage
   We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":
   (1) You do not own;
   (2) Which is not registered in your name; or
   (3) Which is not leased or rented to you for more than ninety consecutive days
   and which is used in your business.
   b. Exclusions
   With respect to only **LIMITED HIRED AUTO AND NON-OWNED AUTO LIABILITY**, the exclusions which apply to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage.
   This coverage does not apply to:
   (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
   (2) Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
   (3) (a) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
   1) That are, or are contained in any property that is:
   a) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";
   b) Otherwise in the course of transit by you or on your behalf; or
   c) Being disposed of, stored, treated or processed into or upon the "auto";
   2) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
   3) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned

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by you or anyone acting on your behalf.

Paragraph **(3)(a)1)** does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer. Paragraphs **(3)(a)2)** and **(3)(a)3)** do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.

(b) Any loss, cost or expense arising out of any:

1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

(4) "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:

(a) War, including undeclared or civil war;

(b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

(5) "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(a) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".

(b) That the insured would have in the absence of the contract or agreement.

(6) "Property damage" to:

(a) Property owned or being transported by, or rented or loaned to any insured; or

(b) Property in the care, custody or control of any insured other than "property damage" to a residence or a private garage by a private passenger "auto" covered by this coverage.

(7) (a) "Bodily injury" to:

1) An "employee" of the insured arising out of and in the course of employment by the insured; or

2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(7)(a)1)**.

(b) This exclusion applies:

1) Whether the insured may be liable as an employer or in any other capacity; and

2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

(c) This exclusion does not apply to:

1) Liability assumed by the insured under an "insured contract".

2) "Bodily injury" to any "employee" of the insured arising out of and in the course of his or her domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

c. Who Is An Insured

With respect to only this coverage, **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following provision.

SECTION II - WHO IS AN INSURED

(1) Each of the following is an insured with respect to this coverage.

(a) You.
(b) Your partners if you are designated in the Declarations as a partnership or a joint venture.
(c) Your members if you are designated in the Declarations as a limited liability company.
(d) Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
(e) Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.

(2) None of the following is an insured:
(a) Any person engaged in the business of his or her employer with respect to "bodily injury " to any co-"employee" of such person injured in the course of employment.
(b) Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:
1) Such person; or
2) Any partner or "executive officer" of yours or a member of his or her household; or
3) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".
(c) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
(d) The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
(e) Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

d. **Additional Definitions**
The following definition applies to only this coverage.
"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

e. **Limits of Insurance**
With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following provision.
SECTION III - LIMITS OF INSURANCE
(1) The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
(a) Insureds;
(b) Claims made or "suits" brought; or
(c) Persons or organizations making claims or bringing "suits".
(2) We will pay damages for "bodily injury" or "property damage" up to the limits of liability shown in the Declarations for this coverage. Such damages shall be paid as follows:
(a) When Limited Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
(b) When Bodily Injury Limited Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Limited Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:
1) The limit shown for Bodily Injury Limited Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".
2) The limit shown for Property Damage Limited Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

3. **BROADENED SUPPLEMENTARY PAYMENTS**
SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph **1.d.** is amended.
The amount we will pay for the actual loss of earnings is increased from $250 per day to $400 per day.

4. **ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT**
If the endorsement, EXCLUSION - PRODUCTS-COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE**.
Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.
5. **PERSONAL INJURY EXTENSION**
   a. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is attached to this policy, then this provision, **5.** PERSONAL INJURY EXTENSION, does not apply.
   b. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is not attached to this policy:
      (1) **SECTION I - COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** is amended. The following exclusion is added. This insurance does not apply to:
      Americans With Disabilities Act (ADA)
      "Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
         (1) The Americans With Disabilities Act (ADA), including any amendment of or addition to such law;
         (2) Any federal rule or regulation promulgated to implement the ADA and its amendments and additions; or
         (3) Any federal, state, or local statute, ordinance or regulation, other than the ADA and its amendments and additions, that prohibits discrimination on the basis of disability relating to the use of, access to, or enjoyment of:
            (a) Facilities used as, or designated or constructed for use as places of public accommodation;
            (b) Facilities used as, or designated and constructed for use as a commercial facility;
            (c) Telecommunication systems;
            (d) Telephones;
            (e) Internet;
            (f) Websites; or
            (g) Televisions.
      (2) **SECTION V - DEFINITIONS** is amended. Paragraph **14.** "Personal and advertising injury" is deleted and replaced by the following definition.
         14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
            a. False arrest, detention or imprisonment;
            b. Malicious prosecution;
            c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
            d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
            e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
            f. The use of another's advertising idea in your "advertisement";
            g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
            h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.
6. **BROADENED KNOWLEDGE OF OCCURRENCE SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is amended. The following condition is added.
Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:
   a. If the notice of a new claim is given to your "employee"; and
   b. That "employee" fails to provide us with notice as soon as practicable.
This exception shall not apply to you or to any officer, director, partner, risk manager or insurance manager of yours.

7. **DAMAGE TO PREMISES RENTED TO YOU**
   a. **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended.
      (1) The last paragraph is deleted and replaced by the following paragraph.
      Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **7. DAMAGE TO PREMISES RENTED TO YOU, b.** Limits of Insurance.
      (2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or temporarily occupied by you with permission of the owner.
         (a) "Property damage" to:
            1) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
            2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.
         (b) "Property damage" caused by or resulting from any of the following:
            1) Mechanical breakdown, including bursting or rupture caused by centrifugal force;
            2) Cracking, settling, expansion or shrinking;
            3) Smoke or smog;
            4) Birds, insects, rodents or other animals;
            5) Wear and tear;
            6) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or
            7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:
               a) You make a reasonable effort to maintain heat in the building or structure; or
               b) You drain the equipment and shut off the water supply if the heat is not maintained.
         (c) "Property damage" caused directly or indirectly by any of the following:
            1) Water that backs up from a drain or sewer;
            2) Mud flow or mudslide;
            3) Volcanic eruption, explosion or effusion;
            4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;
            5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or
            6) Water under the ground surface pressing on, or seeping or flowing through:
               a) Walls, foundations, floors or paved surfaces;
               b) Basements, whether paved or not; or
               c) Doors, windows or other openings.
         (d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.
   b. **Limits of Insurance**
      SECTION III - LIMITS OF INSURANCE is amended. Paragraph **6.** is deleted and replaced by the following paragraph.
      6. The most we will pay under Coverage **A** for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.
   c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance,** Paragraph **b.** is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.
8. **BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT**
   a. (1) **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
      (a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or

(b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.

(2) This provision applies only with respect to liability for:
(a) "Bodily injury";
(b) "Property damage"; or
(c) "Personal and advertising injury"
caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only.
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. **BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**

a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
(1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
(2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured
but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

b. This provision is subject to the following additional exclusions.
(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
(2) Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

c. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only.
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

10. **NEWLY FORMED OR ACQUIRED ORGANIZATIONS**
SECTION II - WHO IS AN INSURED is amended. Paragraph **3.** is deleted and replaced by the following paragraph.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. **BLANKET WAIVER OF SUBROGATION**
SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended. The following provision is added to **8. Transfer Of Rights Of Recovery Against Others To Us**.
When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right of recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Under **SECTION II - WHO IS AN INSURED** is amended. The following provision is added.
A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added.
The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
1. The following condition is added to **4. Other Insurance**.
This insurance is primary for the Additional Insured, but only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.
2. The following condition is added.
Other Additional Insured Coverage Issued By Us
If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V - CONDITIONS, B. GENERAL CONDITIONS, 2. Other Insurance is amended. The following provision is added as it applies to this endorsement only. When this insurance is primary and there is other insurance for any person or organization, other than a Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:

(1) There is a written agreement between **you** and such person or organization that this insurance shall be primary and without the right of contribution; and

(2) Such written agreement was in force prior to any **bodily injury** or **property damage**.

All other policy terms and conditions apply.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	11/18/2025	Policy No.	WC84000320382025A	Endorsement No.	
Insured	Allstar Irrigation			Premium	
Insurance Company	FFVA Mutual		Countersigned by		

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A NEW DAY.

Bid Specifications

for

Parks Tree Planting and Landscaping

Docusign Envelope ID: 3D7BE0BF-265B-46E4-AB31-2D5365FE1C3F

Company **City of Jacksonville**
Buyer **Renata Barnett**
E-mail **rbarnett@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	**Parks Tree Planting and Landscaping**		
Synopsis	**Parks Tree Planting and Landscaping - 1-Year Maintenance/Warranty**		
Buyer	**Renata Barnett**	Outcome	**Purchase Order**
E-Mail	**rbarnett@coj.net**		

1.2 Schedule

Preview Date		Open Date	**2/11/26 11:58 AM**
Close Date	**3/9/26 4:00 PM**	Award Date	
Time Zone	**Eastern Standard Time**		
Pre-Bid Conference Location	**Ed Ball Building 214 N. Hogan Street, Jacksonville, FL 32202 - 4th Floor Green Conference Room**		
Pre-Bid Date/Time	**02/17/2026 1:00 PM**		
Question Cutoff Date/Time	**2/23/2026 2:00 PM**		

1.3 Negotiation Controls

Response Visibility **Sealed**

Lines Settings

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

1.4 Response Rules

This negotiation is governed by all the rules displayed below.

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

2.1 Affirmation

*1.

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

Select one of the following:-

☐ a. Acknowledge

Comments:

*2.

Type name of company in the comments box.

Select one of the following:-

☐ a. Acknowledge

Comments:

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

Select one of the following:-

☐ a. Acknowledge

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

Select one of the following:-

☐ a. Acknowledge

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

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Select one of the following:-

☐ a. Acknowledge

Comments:

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

Attachments:

File Name or URL	Type	Description
CONFLICT OF INTEREST CERTIFICA	File	

Select one of the following:-

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

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

*7.

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

Attachments:

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

Select one of the following:-

☐ a. Acknowledge

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

Select one of the following:-

☐ a. Acknowledge

2.2 Submittal Statement

*1. Submittal Statement

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

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

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

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

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

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

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

Select one of the following:-

☐ a. Acknowledge

2.3 General Requirements

*1. Scope of Services: The 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. Work consists of furnishing all labor, materials, and equipment and performing all operations necessary to install and maintain trees and other landscaping in various quantities at various public sites throughout the City of Jacksonville, Florida, in accordance with the specifications and details. The work includes excavation and preparation of beds; planting; landscape maintenance for 12 months after Initial Acceptance by the City until Final Acceptance; and replacement of landscaping not in conformance with the specifications during the maintenance period. During the contract period, the City shall identify projects at various locations and shall issue a separate purchase order for each planting project that identifies the type, size, and number of trees and other landscaping to be installed at a particular location.

Select one of the following:-

☐ a. Acknowledge

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

Attachments:

File Name or URL	Type	Description
RFP-17565-26 Exhibit 1. pdf	File	
RFP-17565-26 Exhibit 2 . pdf	File	

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Select one of the following:-

☐ a. Acknowledge

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

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

2.The Bidder shall have at least five (5) years of experience as a landscape contractor actively performing landscape work on multiple projects that includes the acquisition, installation and maintenance of plant materials using its own forces and organization, as opposed to the predominate use of subcontractors and should have, on staff, an ISA Certified Arborist designated as project manager with a minimum of 5 years of experience.
Submittal: Submit a list of private or governmental landscape installation projects with a contract value of at least $80,000 that the Bidder and each proposed subcontractor have completed within the past 8-year period, and projects currently under contract. Provide a separate list of projects for the bidder and each subcontractor. Do not include landscape maintenance contracts in the project list. If the contract includes both landscape maintenance and landscape installation, delete the cost of landscape maintenance services from the contract amount. Include the following information for each project: project name; location and brief description of landscape installation work performed; beginning and ending date of work; dollar amount of the contract; owner of the project; and client's email and phone number. If the BIDDER performed the work as a sub-contractor, also include the Prime Contractor's name, email, l and phone number.

3.Bidder and each of its proposed Subcontractors, at the time of the award, must each own, lease, or rent a warehouse and/or outdoor storage yard to contain the equipment required by this contract, as well as have an interior office space, which can be part of the warehouse. The office and equipment storage must be at a location zoned for commercial or industrial use in the city/county where it is located. The Bidder must have a local office located in Duval, St. Johns, Nassau, Baker, or Clay County and have a local or toll-free telephone number, cellphone number, and email address where the Bidder may be contacted.
Submittal: Submit the address of the facility and written proof that the facility is owned, leased, or rented by the Bidder and each sub-contractor or have a written commitment from an owner to sell, lease, or rent the facility if awarded the contract.

4.Bidder must have in its possession at the time of the Bid all required equipment listed below, either by ownership or by long-term lease agreement good through the end of the initial 2-year contract period, or have a written commitment from a lender to finance the purchase of the required equipment not owned or leased by the Bidder or have a lessor's written commitment to lease the equipment for the initial two (2) year contract period upon award of the Contract. If the selected Bidder fails to have the required equipment under ownership or under a lease agreement within two weeks after the Bid Award, the City may choose not to execute the Contract with the selected Bidder and may instead award the Contract to the next lowest qualified bidder.
The Bidder cannot use equipment owned or leased by a proposed subcontractor to meet the minimum equipment requirement listed below.

EQUIPMENT QTY
Pickup Truck 1
Bobcat t650 2
Mini-excavator 1
Extended-cab truck with towing capacity to pull a 50 hp tractor and trailer2
Truck with towing capacity of 26,000 pounds to transport trees on trailer2
Truck with towing capacity of 5000 pounds for a 500-gallon full water tank 1
Flatbed trailer (min. 16 feet long) with load capacity of 20,000 lbs. to transport trees2
Tractor and transport trailer with backhoe and bucket attachments for 1000 lb trees2
500-gallon water tank with pump & 200' hose mounted on a trailer or truck bed.2

Submittal: Submit a list of equipment that is owned or leased by the Bidder and by each subcontractor that will be used to perform the contract work. Provide a separate equipment list for the Bidder and each of its Subcontractors. For each piece of equipment, show registration, name, model number, manufacturer, year of manufacture, and date

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purchased or leased. If the equipment is leased, include the name and phone number of the lessor. Equipment listed shall be commercial grade, in good operating condition, and no more than 10 years old. If the selected Bidder fails to have the required equipment under ownership or under a lease agreement within two weeks after the Bid Award, the City may choose not to execute the Contract with the selected Bidder and may instead award the Contract to the next lowest qualified bidder.

5.The Bidder must be able to obtain and maintain liability insurance as required by the City of Jacksonville.

6. Bidder and each of its proposed Subcontractors must have a current local business tax receipt from the city or county where the business is located.

Select one of the following:-

☐ a. Acknowledge

*4. Federal Funding does not apply to this bid.

Select one of the following:-

☐ a. Acknowledge

2.4 Indemnification and Insurance Requirements

*1. Please review and acknowledge the Indemnification and Insurance Requirements. See attachments for additional information.

Attachments:

File Name or URL	Type	Description
Approved INSURANCE REQUIREMENT	File	

Select one of the following:-

☐ a. Acknowledge

2.5 Price Sheet

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

Attachments:

File Name or URL	Type	Description
Price Sheet-Bid Proposal - Det	File	
Price Sheet - Bid Proposal - T	File	

Select one of the following:-

☐ a. Acknowledge

2.6 Sample Services Contract

*1. Please review and acknowledge sample Services Contract.

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SAMPLE

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

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

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

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

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

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

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

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

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

5. **Contract Documents**. This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- This document, as modified by any subsequent signed amendments
- Any amendments to the RFP
- Specific Information Regarding The RFP (Section 1 of the RFP)
- Description of Services and Deliverables (Section 4 of the RFP)
- General Instructions to Respondents (Section 2 of the RFP)
- General Contract Conditions (Section 3 of the RFP)
- Any Purchase Order under the Contract
- The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

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

As to the CITY:

_____
_____
_____

As to the CONTRACTOR:

_____
_____
_____

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

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

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

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

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

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

ATTEST: **CITY OF JACKSONVILLE**

By_____ By_____
James McCain 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 Response Attachments

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

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

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

Select one of the following:-

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

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3 Lines

3.1 Line Information

Line	Target Quantity	UOM	Response Quantity	Response Price	Line Amount	Promised Date
1-RFP - Parks Tree Planting and Landscaping - 1-Year Maintenance/Warranty	1	Job				

3.2 Line Details

3.2.1 Line 1 RFP - Parks Tree Planting and Landscaping - 1-Year Maintenance/Warranty

Category Name	**988.52 Landscaping (Including Design, Fertilizing, Planting, etc., But Not Grounds Maintenance or Tree Trimming Services)**		
Item		Revision	
Allow Alternate Lines	**No**		
Requested Date		Location	**214 North Hogan Street 4th Floor JACKSONVILLE, FL 32202**
Start Price (USD)			

4 Contract Terms

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A. Solicitation Overview

A.1. Scope of Work

The Parks, Recreation and Community Services Department of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s)/service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s)/service(s) and to obtain pricing commitments for Parks Tree Planting and Landscaping as listed in the bid documents.

A.2. Award

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

A.3. Term of Agreement

The period of service will be for the initial period of four years, with one, two-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. Equal Business Opportunity Plan

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

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

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

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

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C. General Conditions

C.1. Assignment

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

C.2. Audit Provision

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

C.3. Bid / Surety Requirements

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

C.4. Cartage

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

C.5. Certificate of Insurance

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

C.6. COJ - Debarment List

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

C.7. Collusion

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

C.8. Compliance with Specifications

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

C.9. Data Required to be Submitted

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

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

C.10. Delivery

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

C.11. Deviations to Specifications

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

C.12. Discounts

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

C.13. Electronic Payments

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

C.14. Errors in Bids

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

C.15. Escalation / De-escalation

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

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

C.16. Ethics Provision for Vendors / Suppliers

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

C.17. Extension

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

C.18. Favored Nation Clause

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

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

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

C.20. Guarantee

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

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C.21. Invoicing

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

C.22. Laws and Regulations

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

C.23. Legal Workforce

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

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

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

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

C.24. Licenses Requirement

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

C.25. Marketing / Advertising

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

C.26. Nondiscrimination Provisions

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

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

C.27. Office of Inspector General

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

C.28. Office of the Ombudsman

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

C.29. "Or Equal" Interpretation

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

C.30. Performance Bond

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

C.31. Pickup and Returns

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

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charge to the City or its agencies.

C.32. Prices

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

C.33. Procurement Division as Agent

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

C.34. Prohibition Against Considering Social

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

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

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

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

C.35. Prompt Payment to Subcontractors and Suppliers

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

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

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

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

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

C.36. Provision for Other Agencies

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

C.37. Public Entity Crime Information

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

C.38. Public Records

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

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

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

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

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

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

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

C.39. Purchases by Other Public Agencies / Piggyback

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

C.40. Question Cutoff

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

C.41. Quotations

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

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

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

C.43. Reporting

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

C.44. Reservations

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

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

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

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

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

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

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

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

C.45. Right to Reject

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

C.46. Samples

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

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

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

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

C.47. Solicitation Silence Policy

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

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staff are allowed at all times.

Prohibitions

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

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

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

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

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

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

5) oral communications at pre-bid conferences;

6) oral presentations before publicly noticed committee meetings;

7) contract negotiations during any duly noticed public meeting;

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

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

Commencement and Termination of the Solicitation Silence Period

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

Written Communication during the Solicitation Silence Period

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

If Not an Exception

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

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C.48. State Contract

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

C.49. Submission of Bids

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

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

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

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

C.50. Supplier Accessibility

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

C.51. Supplier Representation

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

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

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

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

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

C.52. Taxes

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

C.53. W-9 Requirement

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

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D. Protest Procedures

D.1. Purpose and Scope

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

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

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

D.2. Definitions

For these Protest Procedures, the following definitions are provided:

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

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

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

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

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

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

D.3. Timely Notice of Protest

a. Recommendations of Award and/or Bid Rejection.

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

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

b. Bid/Proposal Specifications and/or Requirements.

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

c. Computation of Time

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

d. Form and Content of the Notice of Protest

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

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

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

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

D.5. Delivery of Protest

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

D.6. Stay of Procurement During Protest

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

D.7. Authority to Resolve

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

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

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

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

D.8. JPAC Administrative Review Process

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

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

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

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

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

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

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designee,saidvoteand/ordecisionof theJPAC shallbepostedandshall representfinalagency action.

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

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

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E. Addenda

E.1. Amendments / Addenda

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

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Award Solicitation: Parks Tree Planting and Landscaping

Solicitation	**ITB**	Responses Received	**9**	Invited Suppliers	**226**
Procurement BU	**COJ BU**	Active Responses		Will Participate	**12**
Close Date	**3/9/2026**			Responded	**5**
Solicitation	**USD**				

Overview

	Allstar Irrigation	**C&L Landscape Inc.**	**GreenWay Lawn and**	**LawnCrafters LLC**	**Ruppert Landscape**
Business Relationship	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized
Supplier Site	Order/Remit			Ordering/Remit	
Supplier Contact	Hunt, John	Hamburger, Tana	Nixon, JD	Maric, Dejan	Carasea, Kyle
Response Status	Active	Active	Active	Active	Active
Shortlist Status	Included	Included	Included	Included	Included
Response Amount	23,986,575.00	24,157,805.00	22,756,230.00	23,798,300.00	15,736,087.50
Attachments	YES	YES	YES	YES	YES

Last Downloa **3/9/2026 16:56**

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Supplier Notification Confirmation

Status	From	From Company	To	Date
Read	Barnett, Renata M	City of Jacksonville	GreenWay Lawn an	5/4/26 2:09 PM
Read	Barnett, Renata M	City of Jacksonville	Ruppert Landscape	5/4/26 2:05 PM
Read	Barnett, Renata M	City of Jacksonville	LawnCrafters LLC -	5/4/26 1:58 PM

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PROCUREMENT DIVISION

A NEW DAY

NOTIFICATION OF RECOMMENDED BID REJECTION

Date: May 4, 2026

Via Email: jdgreenwaylawns@gmail.com

Bidder's Name: Greenway Lawn and Landscape

Contact Name: JD Nixon

Bid No: ITB-17576-26

Title: Parks Tree Planting and Landscaping

Date Opened: March 9, 2026

REASON FOR RECOMMENDED BID REJECTION: Bid response was incomplete.
Price Sheet – Item 4 – Section 4.3 left blank.

NOTE: This intended action is only a recommendation to the appropriate Awarding Authority. The authority recommending award for this bid is the Jacksonville Procurement Awards Committee scheduled for **Thursday, May 7, 2026 at 1:00 p.m.**

Purchasing Analyst's Signature: Renata Barnett

Renata Barnett, Purchasing Analyst

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PROCUREMENT DIVISION

A NEW DAY

NOTIFICATION OF RECOMMENDED BID REJECTION

Date: May 4, 2026

Via Email: lawncrafters.jax@gmail.com

Bidder's Name: LawnCrafters LLC

Contact Name: Dejan Maric

Bid No: ITB-17565-26

Title: Parks Tree Planting and Landscaping

Date Opened: March 9, 2026

REASON FOR RECOMMENDED BID REJECTION: Lack of minimum number of years' experience as required in the "Minimum Supplier Qualifications"

2 The Bidder shall have at least five (5) years of experience as a landscape contractor actively performing landscape work on multiple projects that includes the acquisition, installation and maintenance of plant materials using its own forces and organization, as opposed to the predominate use of subcontractors and should have, on staff, an ISA Certified Arborist designated as project manager with a minimum of 5 years of experience

Submittal: Submit a list of private or governmental landscape installation projects with a contract value of at least $80,000 that the Bidder and each proposed subcontractor have completed within the past 8 year period, and projects currently under contract. Provide a separate list of projects for the bidder and each subcontractor. Do not include landscape maintenance contracts in the project list. If the contract includes both landscape maintenance and landscape installation, delete the cost of landscape maintenance services from the contract amount. Include the following information for each project: project name, location and brief description of landscape installation work performed, beginning and ending date of work, dollar amount of the contract, owner of the project, and client's email and phone number. If the BIDDER performed the work as a sub-contractor, also include the Prime Contractor's name, email, and phone number.

NOTE: This intended action is only a recommendation to the appropriate Awarding Authority. The authority recommending award for this bid is the Jacksonville Procurement Awards Committee scheduled for **Thursday, May 7, 2026 at 1:00 p.m.**

Purchasing Analyst's Signature: Renata Barnett

Renata Barnett, Purchasing Analyst

214 N. Hogan St., Suite 800 | Jacksonville, FL 32202 | Phone: 904.255-8815 | Fax: 904.255-8837

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PROCUREMENT DIVISION

A NEW DAY

NOTIFICATION OF RECOMMENDED BID REJECTION

Date: May 4, 2026

Via Email: kcarasea@ruppertcompanies.com

Bidder's Name: Ruppert Landscape LLC

Contact Name: Kyle Carasea

Bid No: ITB-17565-26

Title: Parks Tree Planting and Landscaping

Date Opened: March 9, 2026

REASON FOR RECOMMENDED BID REJECTION: Inconsistency in the unit pricing and the wide margin. The cost proposed did not include the 1 Year Warranty for each of the trees as outline in the bid documents. Additionally, base information is missing from the bid;
Requirement submittal for projects is incomplete and does not reflect the following (areas noted in red):

1. The Bidder shall have at least five (5) years of experience as a landscape contractor actively performing landscape work on multiple projects that includes the acquisition, installation and maintenance of plant materials using its own forces and organization, as opposed to the predominate use of subcontractors and should have, on staff, an ISA Certified Arborist designated as project manager with a minimum of 5 years of experience.

2. Submittal: Submit a list of private or governmental landscape installation projects with a contract value of at least $80,000 that the Bidder and each proposed subcontractor has completed within the past 8-year period and projects currently under contract. Provide a separate list of projects for the bidder and each sub-contractor. Do not include landscape maintenance contracts in the project list. If the contract includes both landscape maintenance and landscape installation, delete the cost of landscape maintenance services from the contract amount. Include the following information for each project: project name; location and brief description of landscape installation work performed; beginning and ending date of work; dollar amount of its contract; owner of project and client's email and phone number. If the BIDDER performed the work as a sub-contractor, it also includes the Prime Contractor's name, email and phone number.

3. Also, the response list of equipment does not include the following in red:
   EQUIPMENT QTY
   500-gallon water tank with pump & 200' hose mounted on a trailer or truck bed.

NOTE: This intended action is only a recommendation to the appropriate Awarding Authority. The authority recommending award for this bid is the Jacksonville Procurement Awards Committee

Docusign Envelope ID: 3D7BE0BF-265B-46E4-AB31-2D5365FE1C3F

Supplier Notification Confirmation

Status	From	From Company	To	Date
Read	Barnett, Renata M	City of Jacksonville	GreenWay Lawn an	5/4/26 2:09 PM
Read	Barnett, Renata M	City of Jacksonville	Ruppert Landscape	5/4/26 2:05 PM
Read	Barnett, Renata M	City of Jacksonville	LawnCrafters LLC -	5/4/26 1:58 PM

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PROCUREMENT DIVISION

A NEW DAY

NOTIFICATION OF RECOMMENDED BID REJECTION

Date: May 4, 2026

Via Email: jdgreenwaylawns@gmail.com

Bidder's Name: Greenway Lawn and Landscape

Contact Name: JD Nixon

Bid No: ITB-17576-26

Title: Parks Tree Planting and Landscaping

Date Opened: March 9, 2026

REASON FOR RECOMMENDED BID REJECTION: Bid response was incomplete.
Price Sheet – Item 4 – Section 4.3 left blank.

NOTE: This intended action is only a recommendation to the appropriate Awarding Authority. The authority recommending award for this bid is the Jacksonville Procurement Awards Committee scheduled for **Thursday, May 7, 2026 at 1:00 p.m.**

Purchasing Analyst's Signature: Renata Barnett

Renata Barnett, Purchasing Analyst

Docusign Envelope ID: 3D7BE0BF-265B-46E4-AB31-2D5365FE1C3F

PROCUREMENT DIVISION

A NEW DAY

NOTIFICATION OF RECOMMENDED BID REJECTION

Date: May 4, 2026

Via Email: lawncrafters.jax@gmail.com

Bidder's Name: LawnCrafters LLC

Contact Name: Dejan Maric

Bid No: ITB-17565-26

Title: Parks Tree Planting and Landscaping

Date Opened: March 9, 2026

REASON FOR RECOMMENDED BID REJECTION: Lack of minimum number of years' experience as required in the "Minimum Supplier Qualifications"

2 The Bidder shall have at least five (5) years of experience as a landscape contractor actively performing landscape work on multiple projects that includes the acquisition, installation and maintenance of plant materials using its own forces and organization, as opposed to the predominate use of subcontractors and should have, on staff, an ISA Certified Arborist designated as project manager with a minimum of 5 years of experience

Submittal: Submit a list of private or governmental landscape installation projects with a contract value of at least $80,000 that the Bidder and each proposed subcontractor have completed within the past 8 year period, and projects currently under contract. Provide a separate list of projects for the bidder and each subcontractor. Do not include landscape maintenance contracts in the project list. If the contract includes both landscape maintenance and landscape installation, delete the cost of landscape maintenance services from the contract amount. Include the following information for each project: project name, location and brief description of landscape installation work performed, beginning and ending date of work, dollar amount of the contract, owner of the project, and client's email and phone number. If the BIDDER performed the work as a sub-contractor, also include the Prime Contractor's name, email, and phone number.

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Purchasing Analyst's Signature: Renata Barnett

Renata Barnett, Purchasing Analyst

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PROCUREMENT DIVISION

A NEW DAY

NOTIFICATION OF RECOMMENDED BID REJECTION

Date: May 4, 2026

Via Email: kcarasea@ruppertcompanies.com

Bidder's Name: Ruppert Landscape LLC

Contact Name: Kyle Carasea

Bid No: ITB-17565-26

Title: Parks Tree Planting and Landscaping

Date Opened: March 9, 2026

REASON FOR RECOMMENDED BID REJECTION: Inconsistency in the unit pricing and the wide margin. The cost proposed did not include the 1 Year Warranty for each of the trees as outline in the bid documents. Additionally, base information is missing from the bid;
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3. Also, the response list of equipment does not include the following in red:
   EQUIPMENT QTY
   500-gallon water tank with pump & 200' hose mounted on a trailer or truck bed.

NOTE: This intended action is only a recommendation to the appropriate Awarding Authority. The authority recommending award for this bid is the Jacksonville Procurement Awards Committee