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City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE

MEMORANDUM

TO: **Competitive Sealed Proposal Evaluation Committee ("CSPEC")**

FROM: **Gregory Pease, Chief of Procurement**

DATE: **August 8, 2022**

RE: **REQUEST FOR APPROVAL TO UTILIZE COMPETITIVE SEALED PROPOSAL PROCESS**

Pursuant to Chapter 126, Part 2, § 126.204, approval is requested to utilize the Competitive Sealed Proposal process to formally procure services for **OPERATION MANAGEMENT OF JACKSONVILLE BEACH PIER.** As a follow-up to the same, the CSPEC is now requested to review and approve the solicitation documents attached hereto.

More specifically, the CSPEC is requested to review and approve the evaluation criteria as outlined in the attached Request for Proposal ("RFP"). Procurement's review in this matter has revealed that:

> The attached Certification Letter and the Scope of Services received from the using agency appear to be in order.
>
> The RFP **has been** reviewed and approved by Risk Management regarding insurance and indemnification requirements.
>
> The RFP **has been** reviewed and approved by EBO regarding JSEB participation goals and EBO recommends: Encouragement Program

It is requested that the CSPEC take these issues into consideration in its review and/or approval in this matter.

CSPEC APPROVAL

_____	_____
Finance Director or designee	Procurement Director or designee
_____	_____
General Counsel or designee	Department/Agency Representative
_____	
Public Works Director or designee	

City of Jacksonville, Florida

Daryl Joseph, Director

Parks, Recreation and Community Services Department
214 N Hogan Street, 4th Floor
Jacksonville, FL 32202
(904) 255-7903
www.coj.net

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August 9, 2022

MEMORANDUM

TO: Gregory Pease, Chief
Procurement Division

FROM: Jill Enz, Chief
Natural and Marine Resources

RE: **Request for Proposal for Operation Management of Jacksonville Beach Pier -CSPEC**

The Parks, Recreation and Community Services Department respectfully request approval to proceed with the issuance of an evaluated invitation to bid for a revenue generating agreement for Operation Management of the Jacksonville Beach Pier.

Parks, Recreation and Community Services Department seeks to solicit supplier to provide a Pier Management of Jacksonville Beach Pier. The management would collect admission fees from the public for Pier access, operate a retail shop on the Pier, and provide daily maintenance/janitorial and security services on the entire Pier under a management agreement with the City of Jacksonville. The term of this agreement will be five (5) years from date of contract execution with one (1) five (5) year renewal option.

The bud evaluation committee will consist of:

Evaluation Committee	Agency	Title
Daryl Joseph	Parks	Director
Jill Enz	Parks	Chief Natural and Marine Resources
Keith Meyerl	Parks	Chief Recreation and Community Programming Division

All revenue funds would be deposited as follows:
32102.153119.347490.001113.00000000.00000

Your assistance in concurring with this request would be appreciated. If you have any questions or if further information is required, please contact Amy Honey at 255-7909.

JE/ah

Attachment: Draft RFP

Department of Finance and Administration

Procurement Division

CITY OF JACKSONVILLE

July 26, 2022

To: Greg Pease, Division Chief
Procurement Division

From: Dinah Coleman Mason JSEB Administrator DCM
LaRoy Covington, EBO/JSEB Compliance Officer LC
Jacksonville Small and Emerging Businesses

RE: **Operation Management of Jacksonville Beach Pier**

The Equal Business Opportunity Office has reviewed the scope of work, consulted the using agency, and contacted ready, willing, and available JSEBs.

Based upon our review, we recommend the following:

- ☒ Encouragement
- ☐ Participation
- ☐ Set-A-Side

Our outreach efforts are documented and attached. Please let us know if you have any questions or concerns.

I can be reached at (904) 255-8833.

Cc: Ruben Ola
Dinah Coleman Mason

From: Verdejo Magras, Wanda <WVerdejo@coj.net> On Behalf Of RiskReview
Sent: Tuesday, July 26, 2022 12:37 PM
To: Enz, Jill <JEnz@coj.net>; Honey, Amy <AHoney@coj.net>
Subject: CONCLUDED REVIEW ON Jax Beach Pier -Management Agreement - RFP

Greetings,

Thank you for allowing Risk Management an opportunity to review your request.

Risk Management reviewed the scope and in a seprate attachment applied the Indemnification & Insurance Requirements for Jax Beach Pier -Management Agreement to be incorporated into the agreement.

Summary: As per my understanding of the scope, I applied the following insurance coverages to be included in the agreement.

• Stander Indemnification, Workers Compensation, Genera Lia and Auto Lia.

• The following coverages are due to my understanding of the scope. If you feel that I misunderstood the scope, please advise.
o Professional Lia. due to the Security Services in the agreement section
o Crime Lia. due to the following statement, "The Pier Operator shall generate revenues and maximize profits." if COJ has nothing to do with revenues or profits, then the Crime Lia. could be removed.

Unless there is any further question, Risk Management concludes the review.

NOTE: Please label all emails correspondence: Subject: Jax Beach Pier -Management Agreement – RFP (Park)

Any further questions, please feel free to contact me.

NOTE: All emails sent to mailto:Wverdejo@coj.net & mailto:RiskReview@coj.net

Any further questions, please feel free to contact me.

Cordially,

Wanda Verdejo
Property and Casualty Compliance Administrator
for Risk Management Division
City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381
Phone : 904-255-5314
New Cell : 904-489-5495

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From: Enz, Jill <mailto:JEnz@coj.net>
Sent: Friday, July 22, 2022 2:56 PM
To: RiskReview <mailto:RiskReview@coj.net>
Subject: FW: Jacksonville Pier - RFP
Importance: High

Can you please review?

Thanks,

Jill

From: Honey, Amy <mailto:AHoney@coj.net>
Sent: Friday, July 22, 2022 2:53 PM
To: Enz, Jill <mailto:JEnz@coj.net>
Subject: FW: Jacksonville Pier - RFP
Importance: High

Jill,

Just received a call from Procurement and they are requesting that you submit to Risk for review.

From: Enz, Jill <mailto:JEnz@coj.net>
Sent: Friday, July 15, 2022 11:13 AM
To: Honey, Amy <mailto:AHoney@coj.net>
Cc: Harriman, Rene'e <mailto:RHarrima@coj.net>; Joseph, Daryl <mailto:DJoseph@coj.net>; Burket, Brian <mailto:BBurket@coj.net>; Meyerl, Keith <mailto:KMeyerl@coj.net>
Subject: Jacksonville Pier - RFP

Amy,

Can you start processing this for procurement?

Please let me know if there is anything else you need.

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From: Honey, Amy <AHoney@coj.net>
Sent: Tuesday, July 26, 2022 12:48 PM
To: Ola, Ruben <RubenO@coj.net>
Subject: FW: CONCLUDED REVIEW ON Jax Beach Pier -Management Agreement - RFP----PRCM-503949-22
Importance: High

Ruben,

Please see attached review from Risk for PRCM-503949-22.

Please let me know if anything else is needed.

Thank you!

Amy Honey, MBA
Contract Administration Supervisor
City of Jacksonville- Parks, Recreation and Community Services
214 N. Hogan Street, 4th Floor
Jacksonville, FL 32202
Office: (904)255-7909
www.coj.net

Ruben Ola, Purchasing Analyst
City of Jacksonville
Procurement Division
Finance and Administration Department
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Phone: 904.255.8823
Fax: 904.255.8837
Email: rubeno@coj.net

One City. One Jacksonville.

From: Enz, Jill <JEnz@coj.net>
Sent: Tuesday, July 26, 2022 4:34 PM
To: Ola, Ruben <RubenO@coj.net>; Honey, Amy <AHoney@coj.net>
Subject: RE: Solicitation Document Review. OPERATION MANAGEMENT OF JACKSONVILLE BEACH PIER

When can we schedule the pre-bid date?

Thanks,

Jill

From: Ola, Ruben <RubenO@coj.net>
Sent: Tuesday, July 26, 2022 4:27 PM
To: Enz, Jill <JEnz@coj.net>; Honey, Amy <AHoney@coj.net>
Subject: Solicitation Document Review. OPERATION MANAGEMENT OF JACKSONVILLE BEACH PIER

Good Afternoon,

Attached is solicitation document for agency review. Feel free to let me know if you have any changes.

Thanks,

Ruben Ola, Purchasing Analyst
City of Jacksonville
Procurement Division
Finance and Administration Department
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Phone: 904.255.8823
Fax: 904.255.8837
Email: rubeno@coj.net

Competitive Sealed Proposal Evaluation Committee

PROCUREMENT DIVISION

ONE CITY. ONE JACKSONVILLE.

RFP SPECIFICATIONS

FOR

OPERATION MANAGEMENT OF JACKSONVILLE BEACH PIER

PARKS, RECREATION AND COMMUNITY SERVICES DIVISION/NATURAL AND MARINE RESOURCES

BID NO: ESC-0437-22

OPEN DATE: TBD

TIME: 2:00 P.M.

PLACE: 1ST FLOOR, ED BALL BUILDING. 214 N. HOGAN ST, STE #110, JACKSONVILLE, FL

MANDATORY PRE-PROPOSAL MEETING:
DATE: TBD
TIME: TBD
LOCATION: TBD

CITY OF JACKSONVILLE
Procurement Division
Ed Ball Building
214 North Hogan Street, Suite 800 (8th Floor)
Jacksonville, Florida 32202
Phone: (904) 255-8800
Fax: (904) 255-8837

Lenny Curry
Mayor

Gregory Pease, Chief
Procurement Division

REQUEST FOR PROPOSAL

OPERATION MANAGEMENT OF JACKSONVILLE BEACH PIER

For

City of Jacksonville, Florida

SECTION 1
(Specific Information Regarding this RFP)

1.1 Introduction

The City of Jacksonville ("**Buyer**") intends to hire one or more firms (**Bidders**) to provide the services described in Section 1.2 of this Request for Proposal ("**RFP**"). Persons interested in submitting a response to this RFP (a "**Response**") should carefully review this RFP for instructions on how to respond and for the applicable contractual terms. This RFP is divided into the following sections:

Section 1	Specific Information Regarding This RFP
Section 2	General Instructions
Section 3	General Terms and Conditions of Agreement
Section 4	Description of Services and Deliverables
Section 5	Program Requirements
Section 6	General Terms and Conditions
Section 7	Instructions for responding to the RFP
Attachment A	Response Format
Attachment B	Evaluation Criteria
Attachment C	Equal Business Opportunity Program (Encouragement Plan)
Attachment D	Service Contract
Attachment E	Disqualified/Probationary Suppliers List
Attachment F	Indemnification
Attachment G	Insurance Requirements
Attachment H	Protest Procedures
Form 1	Price Sheet
Form 2	Conflict of Interest Certificate
Form 3	Project References
Form 4	No Bid Form
Exhibit A	Interlocal Agreement

In the event of conflicting provisions, the following sections of this RFP will have priority in the order listed: Section 1, Section 4, Section 2, Section 3, the Attachments, and the Forms.

1.2 Scope of Services.

The services sought under this RFP are generally described as follows: The City of Jacksonville, PARKS, RECREATION AND COMMUNITY SERVICES DIVISION/NATURAL AND MARINE RESOURCES 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 items and to obtain pricing commitments for OPERATION MANAGEMENT OF JACKSONVILLE BEACH PIER as listed in the RFP, see Section 4.

1.3 Term of Agreement.

The term of this agreement will be five (5) years from date of contract execution with one (1) five (5) year renewal option. The contract is subject to early termination as set forth elsewhere in this RFP.

1.4 Minimum Vendor Requirements

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

a) The Contractor shall provide all business licenses required by local, state, and federal law as applicable.

b) Contractor to provide a list (Form 3–Project References) of all local government projects including the fees awarded for each on which Contractor has been awarded during the past five (5) years. Include only those projects on which Contractor was the Prime Contractor (do not delete fees paid to subcontractors or others). Such list shall include all work for the City of Jacksonville and its various "using agencies," which is defined in the Jacksonville Ordinance Code as "a department, division, office, board, agency, commission or other unit of Buyer and independent agency required by law or voluntarily requesting to utilize the services of the [Procurement] Division"; and on projects undertaken with others that are similar in nature to the size and scope of professional services and/or work required for the project solicitation herein. If the Contractor has not performed work for any of these agencies during the past five (5) years, the response should so clearly state. The minus factor methodology for this c5riteria will be based on the fees awarded. The higher the volume of fees the lower the score, less volume of fees the higher the score.

c) Describe and provide form of business, i.e., proprietorship, partnership, corporation; years in business; changes in ownership; bank reference(s); past, present, pending and/or threatened legal proceedings within any forum; and any other information the Contractor may wish to supply to demonstrate financial responsibility of each Firm for whom one of the above principal designers is employed.

1.5 Equal Business Opportunity Program.

It is an official policy of the City of Jacksonville to encourage the maximum participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. To participate as a JSEB on Buyer projects, a company must be certified as a JSEB with the City's Equal Business Opportunity Office.

This RFP and the resulting Contract are subject to requirements of the Equal Business Opportunity Program Encouragement Plan, which is fully described on Attachment C to this RFP.

Contractors may contact Buyer's Equal Business Opportunity Office at 904-255-8840 or find the JSEB directory on Buyer's website. Please contact the Contact Person identified in Section 1.12 if you are uncertain of Buyer's website address or if you experience problems accessing it.

1.6 Documents Available for Inspection.

N/A

1.7 Federal Funds.

Federal funds will not be used as part of this solicitation.

1.8 Mandatory Pre-Proposal Meeting.

TBD

1.9 Response Due Date.

The deadline for submitting responses to this RFP is TBD at 2:00 p.m. EST. Please see Sections 2.3 and 2.4 for more details.

1.10 Response Delivery Location.

Responses must be delivered to the following location:

City of Jacksonville
Procurement Division
Attention: Bid Room
214 N. Hogan Street, Room 105
Jacksonville, Florida 32202

1.11 **Response Opening.**
Responses received shall be publicly announced and recorded at 2:00 PM on the Response Due Date in meeting room #110, 1st Floor, Ed Ball Bldg, 214 N. Hogan Street.

1.12 **Contact Person.**
If any questions arise during the request for proposal period of this Project, contact Ruben Ola, Purchasing Analyst Procurement Division, at RubenO@coj.net.

Please refer to Section 2.9 for further information on who may and may not be contacted regarding this RFP.

1.13 **Questions and Requests for Amendments.**
Any questions, requests for information or requests for amendments to this RFP must be submitted in accordance with Section 2.2 of this RFP.

1.14 **Special Instructions:**
The following special instructions shall apply to this RFP and shall supersede any conflicting provisions in Section 2 (General Instructions):
The City of Jacksonville will award to the Bidder receiving the highest score based on the selection criteria provided herein and subsequent formal interviews, if applicable.

1.15 **Special Contract Terms**: The following special contract terms shall apply to this RFP and shall supersede any conflicting provisions in Section 3 (General Terms and Conditions of Agreement):

A. Performance Standards: N/A

B. Proposal Bond: N/A

C. Performance Bond: N/A

D. Other Provisions: The City of Jacksonville reserves the right to terminate or renegotiate the contract if there are any industry changes that i) lower the hourly rate or ii) require new hardware

1.16 **Submission of questions deadline on TBD, 4:00pm.**

Section 2
General Instructions
(RFP for CSPEC Services)

Contents

2.1 **Application of Chapter 126 and Other Laws**
2.2 Questions and Requests for Amendment to RFP
2.3 Format/Content of Responses
2.4. Submission of Responses
2.5 Evaluation of Responses
2.6 Award of Contract
2.7 **Terms of Agreement**
2.8 **Public Meetings and Special Accommodations**
2.9 **Ex-Parte Communication.**
2.10 **Cost of Developing RFP Response**
2.11 **Response Ownership.**
2.12 **Public Records Law; Process for Protecting Trade Secrets and Other Information**
2.13 **Multiple Responses from Same Contractor; No Collusion.**
2.14 **Conflict of Interest.**
2.15 **Convicted Vendor List**
2.16 **Discriminatory Vendor List**
2.17 **Contractor Representations**
2.18 **Protests**

2.1 **Application of Chapter 126 and Other Laws**. The selection of and contracting with a Contractor under the RFP will be in accordance with Part 2 of Chapter 126, of the Jacksonville Ordinance Code. Other provisions of federal, state, county and local laws, and administrative procedures, policies or rules may apply to the RFP and any claims or disputes arising hereunder. Lack of knowledge of the law or administrative procedures, policies, or rules by any Contractor shall not constitute a cognizable defense against their effect.

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

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

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

Buyer reserves the right to amend, cancel or reissue the RFP at its discretion. This includes the right to change the Response Due Date and the Contract award date. Notice of all amendments and cancellations will be posted on Buyer's website (please contact the Contact Person if you are uncertain of the website address or if you experience problems accessing it). Contractor is responsible for monitoring this website for new or changing information.

2.3 **Format/Content of Responses.**

A. If a Response Format is specified in the RFP, Contractors should follow that format.

B. Responses should be prepared simply and economically, providing a straightforward, concise description of Contractor's ability to provide services sought by the RFP. Unnecessary brochures, artwork, expensive paper, and presentation aids are discouraged. Bindings and covers will be at Contractor's discretion.

C. When responding to specific questions, please reprint each question in its entirety before the ` response.

D. Responses shall be in ink or typewritten. All corrections must be initialed.

E. Response shall be limited to a page size of 8½" x 11". Font size less than 11-points is discouraged. The Response shall be indexed and all pages sequentially numbered.

F. **Except as may be specifically requested in the Response Format, Contractor may not impose any additional terms or conditions to any aspect of the RFP.** Buyer objects to and shall not be required to consider any additional terms or conditions submitted by Contractor, including any appearing in the Response. In submitting a Response, Contractor agrees that any additional terms or conditions shall have no force or effect. Any failure to comply with the terms and conditions of the RFP, including those specifying information that must be submitted with a Response, may result in rejection of the Response. **If Contractor desires a change or clarification to the terms or conditions of the RFP, Contractor must follow the process set forth in Section 2.2 ("Questions and Requests for Amendments").**

G. Unless otherwise requested by Buyer, Contractors should make only one proposal for each RFP item. Multiple offerings, alternates (unless any are specifically requested by Buyer) and/or stipulations may be cause for rejection of a Response.

H. Price offerings shall be **inclusive of ALL costs** (including but not limited to administrative cost for submission of all required paperwork on Buyer's behalf and any other costs) and will be the only compensation given to Contractor for the required services herein.

I. All prices submitted under the RFP shall be indelible. The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by lineout of the incorrect figures, writing in of correct figures, and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected item(s) only, and may render the entire Response as nonresponsive.

J. Failure to sign any form requiring a signature may be grounds for rejecting a Response.

2.4 <u>Submission of Responses</u>.

A. The location and deadline for submitting Responses is set forth in Section 1 of the RFP. Contractors are fully responsible for meeting these requirements. Reliance upon mail or public carrier is at Contractor's risk. **Late bids will not be considered.**

B. Contractor shall submit:

1) One (1) original signed version of its Response clearly marked as "ORIGINAL." The Response must be signed by an officer or employee having authority to legally bind Contractor.

2) Three (3) hard copies of the entire Response.

3) One (1) digital scanned copy (in pdf format) of entire Response, on a separate CD-ROM or flash drive. Large files may be scanned as several separate PDF files.

All copies are to be placed in a sealed package. The outside must be marked with (i) the RFP title and number, and (ii) Contractor's name, address, contact person, and telephone number.

It is the sole responsibility of each Contractor to assure all copies are EXACT duplicates of the original Response. Photocopies or CD copies will be used for the purpose of evaluating the Responses. Any information contained in the original Response which has not been transferred to the CDs or photocopies will NOT be considered. The original document will be used solely for official record keeping and auditing purposes.

2.5 Evaluation of Responses.

A. Buyer will determine the qualifications, interest and availability of Contractors by reviewing all Responses and, when deemed necessary in the sole discretion of Buyer, by conducting formal interviews of selected Contractors.

B. Before making an award, Buyer reserves the right to seek clarifications, revisions, and information it deems necessary for the proper evaluation of Responses. Failure to provide any requested clarifications, revisions or information may result in rejection of the Response.

C. Buyer reserves the right to accept or reject any and all Responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if Buyer determines that doing so will serve Buyer's best interests. Buyer may reject any Response not submitted in the manner specified by the RFP.

2.6 Award of Contract.

A. The process for contract award is set forth in Jacksonville Ordinance Code Sections 126.204. Generally, Buyer will award the Contract to the responsible and responsive proposer whose Response is determined in writing to be the most advantageous to the City of Jacksonville, based solely on the relative importance assigned to price and of the criteria set forth in Attachment B. The award may be contingent on the outcome of direct negotiations under Section 126.201(d)(4) and 126.201(n), *Ordinance Code.* If an agreement cannot be reached with the highest ranked Contractor, Buyer reserves the right to make an award to the next highest ranked Contractor or subsequent Contractor(s) until an agreement is reached. Buyer reserves the right to award to multiple Contractor if advantageous to the City

B. Buyer may make an award within sixty (60) days after the date of the Responses are due, during which period the Responses shall remain firm and shall not be withdrawn. Any Response that expresses a shorter duration may, in Buyer's sole discretion, be accepted or rejected. If award is not made within sixty (60) days, the Response shall remain firm until either the Contract is awarded or Buyer receives from Contractor written notice that the Response is withdrawn. [Note: Withdrawal of a Response may be requested within 72 hours (excluding State holidays, Saturdays and Sundays) after the date and time Responses are due. Buyer will not accept an amended Response after the date and time Responses are due.]

C. Except as may otherwise be expressly set forth in the RFP, Buyer intends to award one contract, but reserves the right to enter into a contract with multiple Contractors or to reject all Responses.

D. Based on the evaluation results, Buyer shall electronically post a notice of intended award at Buyer's website. Please contact the Contact Person if you are uncertain of Buyer's website address or if you experience problems accessing it. Any person who is adversely affected by the decision shall file with Buyer a notice of protest in accordance with the Protest provisions of the RFP. Buyer does not intend to provide tabulations or notices of award by telephone.

2.7 Terms of Agreement. After award to the successful Contractor, Buyer and Contractor will promptly enter into a written agreement (the "Contract") incorporating the terms of the RFP, the successful Response, and other terms and conditions as may be agreed to between the parties. To the extent the Response contains

exceptions to or modifications of the RFP, such exceptions or modifications are stricken unless Buyer affirmatively accepts the exceptions or modifications in the Contract. The Contract will be substantially in the form set forth in an attachment to the RFP. Buyer will not be obligated to pay Contractor for the RFP services until the Contract is signed by both parties. Buyer retains the right to reject all bids and/or amend its notice of award at any time prior to the full execution of the Contract.

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

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

2.9 **Ex-Parte Communications**. Communications regarding the RFP by a potential vendor, service provider, bidder, lobbyist or consultant to city employees, staff, or hired consultants are prohibited. This prohibition includes communications with the Buyer's Office of General Counsel unless the Contact Person has authorized those communications in advance. Violations may result in the rejection/disqualification of a Response.

These prohibitions on ex-parte communications do not apply to the following:

- communications regarding the RFP to the Chief of the Procurement Division or the Contact Person, provided the communication is limited strictly to matters of process or procedure already contained in the RFP.
- communications with the city employee responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures.
- communications at any pre-proposal conferences.
- communications with the Office of Inspector General and his/her staff regarding any perceived inefficiency, misconduct or abuse by City employees.
- presentations before publicly noticed committee meetings.
- contract negotiations during any duly noticed public meeting.
- any duly noticed site visits to determine competency of contractors during the period between RFP opening and issuance of the Chief of Procurement Division's written recommendation.
- communications that are necessary for, and solely related to, the ordinary course of business concerning Buyer's existing contract(s) for the materials or services addressed in the RFP.

The period for these prohibitions commences upon the advertisement of the RFP and 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 prohibitions shall be reinstated until such time as the Chief issues a subsequent recommendation.

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

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

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

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

A. Keep and maintain public records required by 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 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 above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

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

2.14 **Conflict of Interest.** Section 126.110 of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not

limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or Contractor. The parties will follow the provisions of Section 126.110, Jacksonville *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with Buyer, to the extent the parties are aware of the same. All Contractors must submit the Conflict of Interest Certificate attached to the RFP.

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

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transact business with any public entity in excess of the Category Two threshold amount provided in Section 287.017, Florida Statutes.

2.16 **Discriminatory Vendor List**. An entity or affiliate placed on the State of Florida discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

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

- Contractor currently has no delinquent obligations to the City of Jacksonville or any of its independent agencies.
- The Response is submitted in good faith and without any prior or future consultation or agreement with any other respondent or potential respondent;
- To the best of the knowledge of the person signing the Response, neither the Contractor, its affiliates, subsidiaries, owners, partners, principals or officers:
  - (a) is currently under investigation by any governmental authority for conspiracy or collusion with respect to bidding on any public contract;
  - (b) is currently under suspension or debarment by any governmental authority in the United States;
- Has within the preceding three years been convicted of or had a civil judgment rendered against it, or is presently indicted for or otherwise criminally or civilly charged, in connection with (i) obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; (ii) violation of federal or state antitrust statutes; or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Has within the preceding three-year period had one or more federal, state, or local government contracts terminated for cause or default.
- 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.

- Contractor has read and understands the RFP terms and conditions, and the Response is submitted in conformance with those terms and conditions.
- All representations made by Contractor to Buyer in connection with the RFP have been made after a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Response.
- Contractor shall indemnify, defend, and hold harmless Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Response.
- All information provided by, and representations made by, Contractor are material and important and may be relied upon by Buyer in awarding the Contract.

2.18 **Protests**. Any protest concerning the RFP shall be made in accordance with the Procurement Protest Procedures established pursuant to Section 126.106(e) of the Jacksonville Ordinance Code. A full copy of the procedures is available on Buyer's website and can also be obtained by contacting Buyer's Contact Person. Please contact the Contact Person if you are uncertain of Buyer's website address or if you experience problems accessing it. Questions and requests made to the Contact Person shall not constitute formal Notice of Protest.

The Procurement Protest Procedures include the following provisions:

- A Protestant shall have 10 business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an amendment, 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.
- A Protestant shall have 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 . . . recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a bid or proposal; (ii) a contract award; or (iii) the short-listing of bidders or proposers.
- A written Notice of Protest shall: (i) be addressed to the Chief [of Jacksonville's Procurement Division]; (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.
- At the time of filing a timely Notice of Protest, 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 same.
- The timely filing of a Notice of Protest shall be accomplished when said notice is actually 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 Division at 214 North Hogan Street, Suite 899, 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.

Section 3
General Terms and Conditions of Agreement

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3.1 Provision of Services

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

3.2 Relationship of the Parties

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

3.3 Buyer's Right to Make Changes

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

3.4 Service Warranties

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

Except with respect to the obligations of the Lead Contractor described in Section 1.3 of this RFP, the foregoing warranties and covenants shall not apply (i) with respect to any portions of the Services that have been produced by anyone other than Contractor or its subcontractors; (ii) to any modifications made by anyone other than Contractor or its subcontractors or without Contractor's specific prior written consent; or (iii) to any use of the Services in a manner or for any purpose other than those contemplated in the Contract. **EXCEPT AS EXPRESSLY STATED IN THE CONTRACT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR'S WARRANTIES EXTEND SOLELY TO BUYER.**

3.5 Buyer Will Assist Contractor

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

3.6 Location Requirements for Services

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

3.7 Use of Subcontractors; Flow-Down Provisions

Except to the extent the use of subcontractors is disclosed in the Response or consented to in writing by Buyer, Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder. In all cases, Contractor will be responsible for the acts or omissions of its subcontractors. Contractor will ensure that

all relevant contractual obligations will flow down to the subcontractors and will be incorporated into the subcontracts (including the obligations relating to insurance, indemnification, delays, intellectual property rights, public records, non-discrimination, audits, security, location of services, termination, transition assistance, warranties, and the manner in which the Services are to be performed).

3.8 Meetings and Reports

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

3.9 Ownership of Works

a. As used in Sections 3.10 and 3.11, the term "Work" shall mean each Deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative, report, finding, recommendation, data and memorandum of every description, shared with or delivered to Buyer pursuant to the Contract.

b. With the exception of Contractor's pre-existing intellectual capital and third-party intellectual capital as described in Section 3.11 below, Buyer shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each Work including, but not limited to, software, source code, reports, Deliverable, or work product developed by Contractor specifically for Buyer in connection with the Services, and derivative works relating to the foregoing. The use of these Works in any manner by Buyer shall not support any claim by Contractor for additional compensation.

c. Each Work, and any portion thereof, shall be a "work made for hire" for Buyer pursuant to federal copyright laws. Any software, report, Deliverable, or work product as used in connection with the Work, but previously developed by Contractor specifically for other customers of Contractor or for the purpose of providing substantially similar services to other Contractor customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of the Works are not deemed works made for hire by operation of law, Contractor hereby irrevocably assigns, transfers, and conveys to Buyer, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, Contractor acknowledges that Buyer shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as Buyer may reasonably request, to perfect or evidence Buyer's ownership of the Work.

3.10 Intellectual Property

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

b. If the Work contains, has embedded in, or requires for the use of, any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Contractor shall secure for Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the

right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office).

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

3.11 Software Development Processes and Standards

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

3.12 Limitation of Warranty for Buyer-Furnished Software

In lieu of any other warranty expressed or implied herein, Buyer warrants that any programming aids and software packages supplied for Contractor use as Buyer-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by Buyer from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). Should Buyer furnish Contractor with any programming aids or software packages that are found not to be suitable for their intended use on the system(s) for which designed, Contractor shall notify Buyer and supply documentation regarding any defects and their effect on progress on the Contract. Buyer will consider equitably adjusting the delivery performance dates or compensation, or both, and any other contractual provision affected by the Buyer-furnished property in accordance with the procedures provided for in Section 3.3 above ("City's Right to Make Changes").

3.13 Loss of Data

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

3.14 Purchase Orders

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

3.15 Best Pricing for Comparable Services to Other Government Entities

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

3.16 Invoicing and Payment

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

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

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

3.17 Taxes

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

3.18 Right of Setoff

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

3.19 Retention of Records / Audits

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

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

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

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

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

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

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

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

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

3.20 Indemnification

See Attachment F attached hereto.

3.21 Insurance

See Attachment G attached hereto.

3.22 Buyer's Right to Suspend Work

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

3.23 Buyer's Right to Terminate for Convenience

Buyer reserves the right to terminate any Contract at any time and for any reason by giving written notice to Contractor. If a Contract is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Services actually performed prior to the date of termination. Notwithstanding the foregoing, Buyer shall not be obligated to pay for any such Services actually performed if payment would not be owing for such Services under the terms of this RFP had Buyer not terminated the Contract for convenience. Access to any and all City data and work papers will be provided to the Buyer after the termination of the Contract. The parties understand and agree that Contractor shall not have a reciprocal right to terminate the Contract for convenience; it being understood that Buyer's payment for Services forms the consideration for Contractor not having this right. In the event of Buyer's termination of the Contract, Contractor shall return all City data to Buyer as provided in Section 3.18 (g), and Buyer (in its sole discretion) may also require Contractor to provide the Transition Services as set forth in Section 3.29 below.

3.24 Buyer's Remedies Upon Contractor Default

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

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

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

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

3.25 Contractor Remedies upon Buyer Default

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

3.26 Transition Services

At any time prior to the date that any of the Contract expires or terminates for any reason (the "Termination Date"), Buyer may request Contractor to provide reasonable transition assistance services ("Transition Assistance"). Contractor shall provide such Transition Assistance for up to 180 days following the Termination Date (or a time period as agreed upon by both the Buyer and Contractor), or until such time as Buyer notifies Contractor that Buyer no longer requires such Transition Assistance.

Transition Assistance shall mean any services, functions or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service provider (either Buyer itself or a third party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. The plan shall contain the transition responsibilities, descriptions and schedules for the required tasks and must be produced for Buyer review and approval no more than 30 days from the notice of contract termination. During execution of the approved transition plan, the Transition Team (composed of City staff, Contractor(s), and personnel of another service provider) shall meet regularly to review and update the Transition Plan to reflect revisions to schedules, resource requirements, dependencies, and priorities; and to summarize the progress on the Transition Plan to date. To the extent that Transition Assistance will involve third parties hired by Buyer, those third parties shall cooperate with Contractor(s) in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Contractor(s).

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

Transition Assistance shall include the orderly return of all City data as provided in Section 3.18 (g) of this RFP which return and deletion shall be accomplished by Contractor at no additional cost to buyer.

3.27 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). Contractor 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 Contractor 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 Contractor first had reason to believe that a delay could result. Based upon such notice, Buyer will give Contractor 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 CONTRACTOR'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. Contractor 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.

3.28 No Waiver

The delay or failure by a party to exercise or enforce any of its rights under the Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, Buyer's payment for the Services shall not release Contractor of its obligations under the Contract and shall not be deemed a waiver of Buyer's right to insist upon strict performance hereof.

3.29 Qualification of Contractor Employees, Subcontractors, and Agents

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

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

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

3.30 Security Procedures

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

3.31 Restrictions on the Use or Disclosure of Buyer's Information

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

3.32 Protection of Contractor's Trade Secrets and Other Confidential Information.

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

3.33 Assignment

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

3.34 Notice and Approval of Changes in Ownership

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

3.35 Assignment of Antitrust Claims

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

3.36 Equal Employment Opportunity

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

3.37 Other Non-Discrimination Provisions

As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; *provided however*, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

3.38 Prompt Payment to Subcontractors and Suppliers.

The following is required by Chapter 126, Part 6, Jacksonville Ordinance Code; provided however, if Contractor does not use JSEB or MBE subcontractors, as identified below, this Section 3.41 shall not apply:

a. *Generally*. When Contractor receives payment from Buyer for labor, services or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment

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

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

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

3.39 <u>Contingent Fees Prohibited</u>

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

3.40 Truth in Negotiation Certificate

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

3.41 Compliance with Applicable Laws

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

- Chapter 119, Florida Statutes (the Florida Public Records Law);
- Section 286.011, Florida Statutes (the Florida Sunshine Law);
- Chapter 602, Jacksonville Ordinance Code (the Jacksonville Ethics Code);
- Chapter 126, Jacksonville Ordinance Code (the Jacksonville Purchasing Code); and
- All licensing and certification requirements applicable to performing the Services.

3.42 Cooperative Purchasing

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

3.43 Warranty of Ability to Perform

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

3.44 Warranty of Authority to Sign Contract

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

3.45 Governing State Law/Severability/Venue/Waiver of Jury Trial

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

3.46 Construction

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

3.47 Office of Inspector General.

The City of Jacksonville has established an Office of Inspector General, Section 602.301, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed 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, contractors, 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 Section 602.309, *Ordinance Code*.

3.48 Ethics Provisions for Vendors/Suppliers.

The bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

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Section 4
Description of Services and Deliverables

I. SCOPE OF WORK:

The City of Jacksonville, PARKS, RECREATION AND COMMUNITY SERVICES DIVISION/NATURAL AND MARINE RESOURCES 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 items and to obtain pricing commitments for OPERATION MANAGEMENT OF JACKSONVILLE BEACH PIER as listed in the RFP.

II. PURPOSE:

The primary goal of this Request for Proposals (RFP) is to select a qualified firm to enter into a management agreement to collect admission fees from the public for Pier access, operate a retail shop on the Pier, and provide daily maintenance/janitorial and security services on the entire Pier under a management agreement with the City of Jacksonville in general accordance with the following:

A. The City desires the Pier to be a symbol of civic pride for the entire First Coast by providing a fun, safe, friendly and clean environment conducive to families, fishermen, strollers and sightseers.

B. The City desires the Pier to be attractive to all citizens of and visitors to, the First Coast, regardless of age, race, gender, ethnic group or physical ability.

C. The City desires the Pier to be an attraction and shall provide as a minimum, a retail concession including bait and tackle shop, souvenirs and fishing license applications, regular educational programming to include at a minimum quarterly fishing clinics and accommodate special events. Additional amenities, programs and special events are encouraged to further attract visitors to the Pier.

D. The City envisions entering into a management agreement with the Pier Operator, whereby the Pier Operator pays the City a percentage of gross revenue for the use of the Pier. The City expects the Pier Operator to generate revenues and maximize profits.

E. The agreement will be for an initial term of five (5) years, with one additional five (5) year renewal option. The Pier Operator shall provide start-up funding for the retail concession facility and shall supply and manage all necessary inventory.

F. The Pier must be operated in strict accordance with the provisions of the attached Interlocal Agreement (Exhibit "A").

III. SERVICES TO BE PROVIDED BY PIER OPERATOR:

A. Start-up and Operation of an On-Pier Retail Concession:
The Pier Operator must start-up and operate an on-pier retail concession, and offer bait and tackle, souvenirs and fishing license applications therein. The retail concession shall be operated so that it is profitable. The Pier Operator must fund all start-up and inventory costs for the retail concession, including any necessary installation of furniture, fixtures and equipment. Hours of operation, merchandise and prices must be as proposed by the Operator, and as approved by the City.

B. Provision of Maintenance/Janitorial Services on the Entire Pier (East of the Seawall other than trash dumpster):
The Pier must be clean, sanitary, and appealing to the eye always. The Pier Operator must be responsible for litter removal, emptying of waste receptacles, debris and spill removal, waste removal, removal of bird droppings, pressure washing and surface disinfection, all in accordance with federal, state and local pollution prevention regulations. The Pier Operator must also perform all maintenance required on the Pier, excluding structural repairs. The selected Pier Operator must submit an annual maintenance plan to

the City for approval and shall maintain an insect/vermin certificate throughout the length of the agreement. The methods to accomplish these shall be as proposed by the Operator, and as approved by the City.

All costs of repair, maintenance and replacement of fixtures, equipment and furnishings shall be done at the sole expense of the Operator and must be accomplished within 48 hours after the need for repairs and/or maintenance becomes apparent.

The Operator must, at all times, keep the Pier free and clear of objects, impediments and trash. The Operator is solely responsible for the cleaning of the concessions building, public restrooms, interior offices, storage room and fish cleaning tables. In addition to such cleaning, the Operator must be responsible for the repair of all interior equipment, cash registers, tanks, pumps and any other equipment used in the operation of the Pier or concessions.

The Operator must develop a maintenance plan, which will include cleaning schedules and frequencies for Pier associated operations.

C. Provision of Security Services on the Entire Piers (East of Seawall):
The entire Pier must be safe and secure at all times. The Pier Operator shall be responsible for the safety and security of Pier visitors during published hours of operations, and for protection of Pier property 24 hours per day. The methods to accomplish this shall be as proposed by the Operator, and as approved by the City.

D. Proposition of Operating Profit Generating Amenities, Activities or Attractions on/or Adjacent to the Pier:
The Pier must be an attraction to as many diverse crowds as possible. As such, the Operator should propose additional activities, amenities, and facilities that would attract visitors to the Pier and generate profits. The methods to accomplish this shall be as proposed by the Operator, and as approved by the City. The Operator should be prepared to allow the City of Jacksonville and/or the City of Jax Beach to hold up to four (4) annual events without incurring any event fees.

E. Compliance with Interlocal Agreement:
The Pier must be operated in accordance with the Interlocal Agreement between the Cities of Jacksonville and Jacksonvil1e Beach. The Operator must acknowledge this requirement in its response to this Request for Proposals.

F. Reoccurring Reports to the City
The Pier Operator must submit a written monthly report to the City summarizing the previous month's operations including revenues, number of visitors, maintenance, and any other significant or special activities. The Pier Operator must submit a quarterly inventory of items for sale with quarter defined as the months end for March, June, September, December. The City shall have the right to conduct annual audits of operators' books and records.

G. Develop Hurricane Preparation Plan:
Within 90 days after contracting with the City, the Pier Operator must submit a Hurricane Preparation Plan to the City for its review. The Hurricane Preparation Plan must address the security of the Pier and protection of property (either City-owned ore Pier Operator owned).

H. Staffing Requirements:
The Operator must at all times, maintain an adequate number of competently trained paid staff to provide operational coverage on a full-time basis during all operating hours of the pier.

Operator's employees must be uniformed and have photo I.D badges so that the general public may identify those employees associated with the Pier operation.

I. Hour of Operation:
The fishing pier facilities operating hours must be open to negotiation. However, the Mayor or his/her designee, shall order the closing of the Pier as deemed necessary in his/her sole discretion for safety **or other** reasons.

J. Utilities:
The Operator must pay for all utilities including, but not limited to water, electrical, sewer, telephone, and sanitation services used or consumed in or on the premises of the Pier and concession building/restroom(s). Utilities must be serviced through meters separate from those of the City.

K. Capital Improvements:
All capital improvements must meet all federal, state and local requirements including the American's with Disability Act and must be approved in writing by the City of Jacksonville. The Operator is responsible for developing, and funding, the capital improvement plan. All capital improvement projects become the property of the City of Jacksonville and may not be removed upon termination of the contract.

IV. CITY OF JACKSONVILLE PROJECT MANAGER:

Natural and Marine Resources Division Chief
214 Hogan Street N.
Jacksonville, FL 32202

V. FURNISHED DOCUMENTS/INFORMATION:

During preparation of a response to this Request for Proposals, the following material is available for review by prospective BIDDERs in various office of the City. A copy of such documents will be furnished to the selected BIDDER if so requested.

1. Pier Design
2. For bidder's information, admission fees on to the Jacksonville Beach Piers are currently $4.00 fishing admissions and $1.00 sightseeing admissions. The breakdown of previous fees is not known.
3. Any other information the City has available, upon request.

The BIDDER accepts the responsibility for the accuracy of any information furnished and ultimately incorporated into its services.

Attachment A – Response Format

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

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

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

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

3) **Required Forms.** Attach all forms identified in Section 1 or in Attachments C or F, each signed by an authorized representative. Examples of the forms that may be required include:

- Price Sheet. (Form 1)
- Conflict of Interest Certificate. (Form 2)
- Project References. (Form 3)
- Equal Business Opportunity Program Forms (if required, in Attachment C).

4) **Proof of Minimum Requirements.** Responses will ONLY be accepted from companies meeting the minimum requirements in Section 1.4 of the RFP. Contractor must provide clear documentation on Company letterhead with a maximum of 2 pages of how the minimum requirements will be met.

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

Attachment B

Evaluation Criteria

Evaluation shall determine qualifications, interest and availability by reviewing all written responses received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected respondents that are determined to be best qualified based upon the evaluation of written responses. The determinations shall be based upon the following criteria, and respondents are requested to provide, as a minimum, the information listed under each criterion. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the proposal as non-responsive. The response to each of the criterion will be evaluated relative to the other responses received and awarded a score of 1 through 10 points. Respondents are encouraged to arrange their responses in a format that will offer ready review and evaluation of each criterion. Please note that **70 points** is the maximum total.

Evaluation Criteria	Max. Points
1. COMPETENCE, INCLUDING TECHNICAL EDUCATION AND TRAINING; RELEVANT APPLICABLE EXPERIENCE; AVAILABILITY OF ADEQUATE PERSONNEL, EQUIPMENT AND INVENTORY.	10
2. FINANCIAL RESPONSIBILITY	10
3. PAST RECORD OF PROFESSIONAL ACCOMPLISHMENTS	10
4. PROXIMITY TO THE PROJECT INVOLVED	10
5. FACILITY MAINTENANCE AND OPERATION	10
6. QUOTATION OF RATES, FEES OR CHARGES AND OTHER COSTS (Form 1 – Price Sheet)	10
7. THE VOLUME OF CURRENT AND PRIOR WORK PERFORMED FOR USING AGENCIES SHALL BE CONSIDERED A MINUS FACTOR (Form 3 – Project References)	10
TOTAL POINTS	70

1. COMPETENCE, INCLUDING TECHNICAL EDUCATION AND TRAINING; RELEVANT APPLICABLE EXPERIENCE; AVAILABILITY OF ADEQUATE PERSONNEL, EQUIPMENT AND INVENTORY. (10 Maximum Points)

Description: Provide a position description for the general manager including minimum qualifications and required knowledge, skills and abilities. If known, provide the name of the individual who would be responsible for the daily operation of and retail shop, and provide the resume for that individual.

Discuss the experience of the firm in operating piers and/or retail shops. Discuss the profitability of the firm's other similar ventures which it is currently operating, or has operated.

2. FINANCIAL RESPONSIBILITY (10 Maximum Points)

Description: Describe and provide form of business, i.e., proprietorship, partnership, corporation; years in business; changes in ownership; bank reference(s); past, present, pending and/or threatened legal proceedings within any forum; and any other information the Contractor may wish to supply to demonstrate financial responsibility of each Firm for whom

one of the above principal designers is employed. Failure to provide all listed information and documentation will result in score less than maximum for this criterion.

3. **PAST RECORD OF PROFESSIONAL ACCOMPLISHMENTS (10 Maximum Points)**

Description: Provide list of completed projects/assignments similar in scope to services under consideration, and references to include owner's contact person and telephone number.

Describe BIDDER's past experience at providing facilities management, maintenance, operations and support services on other piers or similar recreational complexes.

Describe BIDDER's past efficiency and effectiveness of cost control in providing facilities management services.

Discuss any outstanding accomplishments of the firm that relate to the facilities management services being sought herein.

4. **PROXIMITY TO THE PROJECT INVOLVED (10 Maximum Points)**

Description: Provide and disclose location of the BIDDERs home office (Corporate Headquarters). If the office is located outside of Duval County, Florida, please explain why that distance will not impact the ability to operate the facility.

5. **FACILITY MAINTENANCE AND OPERATION (10 Maximum Points)**

Description: Please indicate the anticipated hours of operation of the pier and discuss the criteria and factors that were used to determine the proposed hours of operation.

The City desires the entire Pier and retail concession to be well maintained and durable. Each January, the Pier Operator shall have the pier inspected by a third party professional engineer, acceptable to the City. The inspection shall identify structural concerns. The cost of the annual inspection shall be paid by the Pier Operator. A copy of the annual inspection report shall be submitted to the City no later than March 1.

Please indicate what merchandise will be carried in the retail concession area and discuss the methods which would be used to set the retail price.

Please submit ideas for attracting visitors to the pier, such as additional activities or amenities. Discuss whether these activities and amenities could be profitable. Provide ideas on how the Jacksonville Beach Pier could become the most highly regarded ocean pier in Florida.

The proposal should include a business plan outlining how BIDDER plans to operate the pier and meet the requirements of the Scope of Services.

6. **(FORM 1) QUOTATION OF RATES, FEES OR CHARGES AND OTHER COSTS (10 Maximum Points)**

Description: The current admission fees for the pier are $1.00 for spectators and $4.00 fishing. The City desires to continue charging an admission fee as a means to generate revenue for structural repairs and to control crowds. Please submit the proposed fee structure for admissions and all other services proposed.

7. **THE VOLUME OF CURRENT AND PRIOR WORK PERFORMED FOR USING AGENCIES SHALL BE CONSIDERED A MINUS FACTOR (FORM 3 – PROJECT REFERENCES) (10 Maximum Points)**

Description: Provide a list of all local government projects including the fees awarded for each on which Contractor has been awarded during the past five (5) years. Include only those projects on which Contractor was the Prime Contractor (do not delete fees paid to subcontractors or others). Such list shall include all work for the City of Jacksonville and its various "using agencies," which is defined in the Jacksonville Ordinance Code as "a

department, division, office, board, agency, commission or other unit of Buyer and independent agency required by law or voluntarily requesting to utilize the services of the [Procurement] Division"; and on projects undertaken with others that are similar in nature to the size and scope of professional services and/or work required for the project solicitation herein. If the Contractor has not performed work for any of these agencies during the past five (5) years, the response should so clearly state. The minus factor methodology for this criterion will be based on the fees awarded. The higher the volume of fees the lower the score, less volume of fees the higher the score.

Attachment C

EQUAL BUSINESS OPPORTUNITY PROGRAM
PROJECT GOALS PLANS
ENCOURAGEMENT/PARTICIPATION/SET-ASIDE

A. POLICY

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.

Please be advised that, to be counted toward meeting the participation percentage goal defined herein, all JSEBs shall be certified by the City in accordance with Part 6 of Chapter 126, Jacksonville Ordinance Code, AT THE TIME OF BID OPENING.

All designations (to include Encouragement) the bidder/proposer must adhere to the following process:

- **The bidder/proposer shall provide interested JSEB's with timely** (at a minimum 1 week notice prior to bid submission) **adequate information about the plans, specifications, and other such requirements of the bid documents to facilitate a prepared and adequate response/quote.**

- **The bidder/proposer must follow up the initial solicitation with the EBO office.** Note: JSEB vendor must provide pricing (based on scope of work provided by bidder/proposer) **and not a price or percentage "given" by the bidder/proposer.**

- **Identify a portion of work available to JSEB's using the Letter of Intent and attach the Scope of work to be provided for each vendor.**

- **Bidder proposer must call the EBO office to obtain the list of JSEB'S that are ready, willing and able. The JSEB office has 24 hours to provide the requested list of vetted JSEB's; however contractors can also review the list on line.**

- **In the event that a bidder/proposer must submit alternate pricing and if affects the JSEB goal there must be a scope of work provided to the JSEB and the scope as well as the alternate pricing must be submitted with the bid documentation.**

In the event bidders/proposers are unable to obtain bids from JSEB subcontractors that equal or exceed the percentage established in the participation goals, shall at minimum, submit, at the time of bid opening a Notice of Intent to Submit the Good Faith Effort Form (Form 4). This is outlined in the Good Faith Effort category in Section I.

B. JSEB OBLIGATION

Bidders/proposers are required to make all efforts reasonably possible to ensure that JSEBs have a full and fair opportunity to compete for performance on this project. Contractors shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

C. ELIGIBILITY

1. To be considered eligible for contract award, the Contractor shall include with the bid/proposal an original Form 1 (Schedule of Subcontractor/Subconsultant Participation).

    a. For solicitations that are not project specific, such as: misc. services, design build, etc.; a percentage will initially be accepted with the bid submittal on Form 1 and the Letters of Intent.
    b. 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.

2. Each certified JSEB must submit to the prime contractor a Letter of Intent and scope of work to perform a specific task related to the project. The Letter of Intent must include the JSEB subcontractor's name, the

scope of work to be performed, and the dollar value of the work to be performed by the JSEB (the information contained in the Letters of Intent must reflect the information contained in the bidder's Schedule of Subcontractor/Subconsultant Participation). **Copies of the Form 1 and the Letters of Intent signed by the JSEB subcontractors or suppliers must be submitted at the time of the scheduled bid opening.** Failure to submit the Letter(s) of Intent at the scheduled bid opening may result in the bid in question being rejected as non-responsive.

a. All JSEBs must be subcontracted in the area that they are licensed and certified, in accordance with the requirements of Part 6, Chapter 126, Jacksonville Ordinance Code.

D. COMPLIANCE

All bidders, proposers or subcontractors participating in this project are hereby notified that failure to fully comply with the City's JSEB policy as set forth herein shall constitute a breach of contract which may result in termination of the contract, or such other remedy as deemed appropriate by the Owner. Such penalties as outlined in Section 126.201(l), Jacksonville Ordinance Code, **will apply.**

E. CONTRACT AWARD

The City proposes to award the contract to the responsive, responsible bidder submitting a reasonable bid, provided: (i) the bidder has met the goals for JSEB participation; or (ii) if unable to meet the goals, the bidder has timely submitted an acceptable Good Faith Effort Statement and supporting documentation that demonstrates, pursuant to Part 6 of Chapter 126, Jacksonville, Ordinance Code, a sufficient attempt to meet the JSEB participation goals as established herein. Bidders are advised that the City has sole discretion and authority to determine if any bidder has made a "Good Faith Effort." The City reserves the right to reject any or all bids submitted. The City will have discretion to reject any bid or exclude a prospective bidder from submitting a bid who has been non-responsive to JSEB program requirements without satisfactory justification accepted by the Chief of Procurement. Rejections hereunder may be timely protested pursuant to the city's Procurement Protest Procedures, a copy of which is included as part of these bid documents.

F. SUBCONTRACT CLAUSE

1. All bidders hereby agree to incorporate the JSEB participation, policy, goals, conditions, and instructions in all agreements that offer JSEB participation subcontracting opportunities.

2. If a change order presents further subcontracting opportunity beyond current subcontracting, the prime contractor shall make positive efforts to further include JSEB participation.

3. The JSEB prime contractor shall perform at least 40% of the total amount of the work to be performed under this Contract with its own workforce. Subletting of any Work under this Contract shall not relieve the JSEB prime contractor of its full responsibility for the proper and timely performance and for its selection of Subcontractor (s).

G. POST AWARD REQUIREMENTS

After the award of the contract, failure on the part of the successful contractor to subcontract with JSEBs at a percentage level equal to or higher than stated on Form 1, may put the contractor in violation and is subject to penalties outlined in Chapter 126, Jacksonville Ordinance Code.

H. PAYMENT OF SUBCONTRACTORS

Prime contractors shall certify in writing that ALL subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) as a condition precedent to prior to receipt of any further progress payments. Prime contractors shall be obligated to pay subcontractors within 3 days of receipt from the City of funds and must confirm payment to the City. Prime contractor shall have a continuing obligation to pay all subcontractors and suppliers equal to the amount of work and materials furnished on this project at the direction of the prime contractor and for which amount prime contractor includes in its request or application for payment that it submits to the city in order to induce payment for the same; otherwise, within 10 business days after receiving written notice from the city, prime contractor shall return to the city any and all amounts it has been paid by

the city that prime contractor failed to pay its subcontractors or suppliers in contradiction to information contained in a corresponding request or application for payment submitted by prime contractor. Additionally, failure to comply with the requirements of this section may result in penalties imposed upon prime contractor, including without limitation those outlined in Chapter 126, Jacksonville Ordinance Code.

I. GOOD FAITH EFFORTS

Bidders who are unable to meet the stated JSEB participation goals set forth herein are required to submit to the Chief of Procurement Division: (i) a Notice of Intent to Submit a Good Faith Effort Statement **at the time of bid opening**; and (ii) a completed Good Faith Effort Form (Form 4) and all supporting documentation, that demonstrates all of the bidder's efforts in the solicitation of subcontractors to meet the JSEB participation goals on this project, which will be evaluated in accordance with the factors outlined in Part 6 Subpart D of Chapter 126, Jacksonville Ordinance Code, including without limitation §§ 126.618.
Failure to submit the Good Faith Effort Statement and supporting documentation at the scheduled bid opening: (i) shall constitute a waiver of any right to have the same considered; and (ii) may result in the bid in question being rejected as non-responsive.

If the JSEB Administrator finds that a bidder/proposer did not make sufficient Good Faith Efforts, the JSEB Administrator shall communicate this finding to the user department and recommend that the bid/proposal be rejected. A bidder/proposer may protest this determination pursuant to the City's bid protest procedures.

NOTE: The City will investigate and verify information submitted in determining Good Faith Effort, and, among other factors, will compare the same with the performance of other bidders in their attempt to meet the participation goals defined herein.

J. EXCLUSIONARY AGREEMENTS

Agreements between any bidder/proposer and a JSEB in which the JSEB promises not to provide subcontracting quotations to other bidders are prohibited and may result in both the bidder/proposer and the JSEB being subject to the penalties outlined in Chapter 126, Jacksonville Ordinance Code.

K. JOINT VENTURE SUBMITTAL

For Capital Improvement, contractors submitting as Joint Venture must be certified as a joint venture at the time of bid opening. Information concerning submitting a bid as a Joint Venture may be obtained from the Procurement Division, 214 N. Hogan Street, Suite 800, Jacksonville, FL 32202, (904) 255-8800. Failure to meet the deadline for certification as a Joint Venture may deem a proposal non-responsive.

L. SUBSTITUTIONS

1. The contractor cannot make changes to the Schedule of Participation or substitute subcontractors named in the Schedule of Participation without the prior written approval of the JSEB Administrator upon recommendation of the Ombudsman. Unauthorized changes or substitutions shall be a violation of this chapter and may constitute grounds for rejection of the bid or proposal or cause termination of the executed contract for breach, the withholding of payment and/or subject the contractor to contract penalties or other sanctions.
2. All requests for changes or substitutions of the subcontractors named in the Schedule of Participation shall be made to the Ombudsman with a copy to the JSEB Administrator in writing and shall clearly and fully set forth the basis for the request. A contractor shall not substitute a subcontractor or perform the work designated for a subcontractor with its own forces unless and until the Administrator approves such substitution in writing. A contractor shall not allow a substituted subcontractor to begin work until both the JSEB Administrator and the City's project manager have approved the substitution.
3. The facts supporting the request must not have been known nor reasonably should have been known by either party prior to the submission of the Schedule of Participation. Bid shopping is prohibited. The contractor must bring this dispute to the Ombudsman for resolution.
4. The Administrator's final decision whether to permit or deny the proposed substitution, and the basis, therefore, will be communicated to the parties in writing by the Administrator, with a copy to the CAO.
5. If the City requires the substitution of a subcontractor listed in the Schedule of Participation, the contractor shall undertake Good Faith Efforts to fulfill the Schedule of Participation if the Project Specific Goals would

not otherwise be met. If the Goal(s) cannot be reached and Good Faith Efforts have been made, the contractor may substitute with non-JSEBs.

6. If a Contractor plans to hire a subcontractor on any scope of work that was not previously disclosed in the Schedule of Participation, the contractor shall obtain the approval of the JSEB Administrator to modify the Schedule of Participation and must make Good Faith Efforts to ensure that JSEBs have a fair opportunity to bid on the new scope of work.
7. Changes to the scopes of work shall be documented by the User Department at the time they arise, to establish the reasons for the change and the effect on achievement of the Project Specific Goal(s).

M. JSEB MONTHLY REPORT

A completed JSEB Monthly Report (See Form 3) will be included with each pay request. Prime Contractor is required to maintain records of the JSEB Monthly Reports for three (3) years.

N. CALCULATION OF JSEB PARTICIPATION

1. Credits toward the JSEB goal will be based on the percentage of work actually performed by JSEBs.

2. If a certified JSEB bidder bids as a prime contractor, it will meet the established goal by virtue of being a certified JSEB; nevertheless, JSEBs who bid as prime contractors are encouraged to make every attempt to subcontract with other JSEBs.

3. Subject to the requirements of Part 6 of Chapter 126, Jacksonville Ordinance Code, credit towards the JSEB goal allowed for a joint venture involving a JSEB will be equal to the same percentage as the percentage of ownership and control of the JSEB participants in the joint venture. The eligibility of a JSEB joint venture will be determined on a project-by project basis. A joint venture must be certified as a JSEB joint venture at the time of bid opening in order for the participation of the JSEB partner to be counted towards the JSEB goal requirement. The JSEB partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture must be at least twenty-five percent (25%) and the JSEB partner must be responsible for a clearly defined portion of the work to be performed.

4. The EBO office will accept participation from certified JSEB companies that are certified at the time of bid opening, and that are immediately subordinate to subcontractors and sub-consultants, toward meeting percentage goals.

5. The EBO office will accept 100% of purchase price for materials from JSEB suppliers towards meeting JSEB percentage goals.

O. PENALTIES

Severe penalties, including without limitation those outlines in Chapter 126, Jacksonville Ordinance Code, may apply to non-compliance with the Equal Business Opportunity Program and other violations of applicable federal, state, and local laws statutes, ordinances, rules and regulations.

P. GOAL

The designation of this project is **ENCOURAGEMENT**

If Participation _____ PERCENT TO BE PERFORMED BY CITY CERTIFIED JSEBs AT THE TIME OF BID OPENING (ANY COMBINATION)

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

JSEB Goals defined

ENCOURAGEMENT

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.

PARTICIPATION

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

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

SET-ASIDE

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. It is the City's intent in adopting this program to reflect the philosophy with regard to enhancing participation of JSEBs in all areas of procurement.

The Set Aside Plan is designated for certified Jacksonville Small Emerging Business participation only pursuant to Ordinance 2004-602-E, Section 126.613 (subsequently revised pursuant to 2005-944-E). All bidders responding must be JSEB certified prior to bid opening.

The JSEB prime contractor shall perform at least 40% of the total amount of the work to be performed under this contract with its own workforce. Notwithstanding this provision, a JSEB prime contractor should be prepared to demonstrate its own experience, licensing, capacity and/or ability to perform 100% of the total amount of the work being solicited, and, for purposes of award, a JSEB prime contractor should not rely upon sub-contractors or sub-consultants to meet any minimum requirements or qualifications. Subcontracting of any work under this contract shall not relieve a JSEB prime contractor of its full responsibility for the proper and timely performance and for its selection of subcontractor(s).

In addition to the bidding requirements specified elsewhere in these contract documents, under the Set Aside Plan, bids will only be accepted from bidders who are certified by the City as a JSEB **AT TIME OF BID OPENING,** in accordance with Chapter 126, City Ordinance Code.

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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JSEB FORM 1
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM

SCHEDULE OF JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTOR

NAME OF BIDDER _____

PROJECT TITLE _____

BID NUMBER _____ TOTAL BASE BID AMOUNT_____

***Please list all JSEB Suppliers**

NAME OF SUB FIRM	JSEB (Y/N)	TYPE OF WORK TO BE PERFORMED	TOTAL CONTRACT VALUE

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__X___Participation_____Set Aside_____

Signature: _____ Title: _____ Date: _____
Signature of Prime Contractor

JSEB FORM 2

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

_____
(Name of JSEB Supplier/Consultant/Subcontractor)

Name of Project:_____ Bid Number:_____

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	$

_____ _____ _____
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 a minimum should include 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.

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

PRIME CONTRACTOR NAME:_____ PROJECT TITLE: _____

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

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.

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: _____ Bid Number: _____ Agency: _____

Contractor Name: _____ Company Address: _____

City_____ State: _____ Zip code: _____ Phone: _____

Goal Percentage: _____ 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: _____

Representative Title: _____ Date: _____

Witness: _____ Date: _____

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

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:

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:

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

GOOD FAITH EFFORT REQUIREMENTS

GOOD FAITH EFFORTS

Proposers who fail to meet the stated JSEB participation goals set forth in Section "I" are required to submit with their proposal all efforts that would demonstrate a "Good Faith Effort" in the solicitation of subcontractors to meet the JSEB participation goals on this project.

The following categories, without limitations, may be utilized in considering Good Faith Efforts as outlined in Chapter 126, Jacksonville Ordinance code:

(1) A contact log showing the name, address, and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, person making the effort;

(2) The description of work for which a quote was requested;

(3) The amount of the quote given, if one was obtained;

(4) The list of divisions of work not subcontracted and an explanation why not; and

(5) Subcontractor information as requested by forms developed by the Department.

If the JSEB Administrator finds that a bidder/proposer did not make sufficient Good Faith Efforts, the JSEB Administrator shall communicate this finding to the user department and recommend that the bid/proposal be rejected. A bidder/proposer may protest this determination pursuant to the City's bid protest procedures.

NOTE: The City will investigate and verify information submitted in determining Good Faith Effort and will compare the same with the performance of other proposers' attempts to meet the participation goals defined herein.

SOLICITATION EFFORTS - Should include your efforts to solicit quotes, through all reasonable and available means, the interest of all certified firms who have the capability to perform the work of the contract. The bidder should ensure that the requests are made within sufficient time to allow JSEB firms to respond. The contractor should take the initiative to contact firms which have indicated an interest in participating as a subcontractor/supplier.

ADDITIONAL EFFORTS - Utilizing the services offered by the City of Jacksonville Small and Emerging Business Office for assistance with recruitment efforts. Contractors are encouraged to undertake and document any other efforts taken in their attempt to fulfill the project goal.

Revised: October 2021

Attachment D

AGREEMENT
BETWEEN
CITY OF JACKSONVILLE
AND
INSERT CORPORATE NAME OF CONTRACTOR

THIS CONTRACT, made and entered into this ___ day of _____, 202__ (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 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.

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

As to the CITY:

_____
_____
_____

As to the CONTRACTOR:

_____
_____
_____

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

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

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

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

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

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

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Lenny Curry
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:

By_____
Signature

_____
Type/Print Name

_____
Title

INSERT NAME OF CONTRACTOR.

By_____
Signature

_____
Type/Print Name

_____
Title

Attachment E

DISQUALIFIED/PROBATIONARY SUPPLIERS LIST

In accordance with the City's Procurement Code 126.201 (1) (1), the Chief of Procurement and all agencies are advised to cease doing business with disqualified suppliers as they appear on this list. However, any existing contracts held by the suppliers listed below should be completed.

VENDOR	VENDOR-FEIN #	Date of Disqualification	Eligibility Reinstatement Date
Able Lumber and Supply	593198312	07/18/1997	07/18/1998
*Aquino Construction Company, Inc.	00001424	04/19/2018	04/19/2021
Armored Car Services	593191058	02/10/2000	02/10/2001
*Arnett Contracting, Inc.	223965485	06/04/2010	06/04/2013
Ashland Technologies, Inc.		12/03/2021	PERMANENTLY
*Aztec American Builders, Inc.	00012849	01/10/2018	01/10/2021
**B. Robinson Corporation	00008704	10/24/2018	10/24/2019
C & H Construction	593216284	03/07/2002	03/07/2003
Carolina Paper Mill	593579372	10/20/1980	10/20/1981
*Cleft Landscape Mgmt.	590036843	10/26/2000	10/26/2001
Concerned Citizens of Developing the Disable, Inc. d/b/a A.I.C.R.		07/23/1998	07/23/1999
Court Yard Concepts	593198312	05/07/1997	05/07/1998
Creed Company	45357941	03/07/1990	03/07/1991
D&D Site Work, Inc.		10/9/2013	10/9/2016
Elite Public Safety		03/25/2000	03/25/2001
Fire Defense Centers	593035606	06/08/1987	06/08/1988
*First Coast Site Contractors	273995727	10/26/2012	10/26/2013
**Francbeth, Inc.	593658944	07/9/2014	07/9/2015
*GA Janitorial Cleaning Svcs., Inc.	010684614	08/31/2009	08/31/2010
George Patterson & Assoc.	59317759	06/05/1998	06/05/1999
G K Solutions	593541756	09/08/1999	09/08/2000
**J&J Recycling and Demo, LLC	*****1758	04/21/2015	10/21/2015
Kingdom Cleaning	*****6694/*****958	8 10/20/2015	10/20/2017
*Process Server Enterprises, LLC	263336079	04/29/2010	04/29/2011
**Ray T. Freiha Construction, Inc.	593615599	06/01/2010	06/01/2012
*The Real Dirt Busters	*****3042	10/26/2012	10/26/2015
**Sheza General Contractors, Inc.	593430930	11/02/2010	11/02/2011
Tiger Tale Publication		05/21/1998	05/21/1999
Whittle & Sons		07/25/1980	07/25/1981

***Suppliers disqualified/debarred from bidding as Prime and/or Sub Contractors**
****Suppliers placed on probation for a period of 6 months or more**

Revised 12/07/21

Attachment F
Indemnification

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

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

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

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

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

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

Attachment G
Insurance Requirements

Without limiting its liability under this **Agreement**, **Applicant** and its subcontractors shall always during the term of this **Agreement** procure prior to commencement of work to maintain coverages for the life of this **Agreement** and shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as additional insured as indicated in the insurance provisions.

Insurance Coverages

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

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

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

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

Automobile Liability $1,000,000 Combined
Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

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

Professional Liability $1,000,000 per Claim & Agg

The Professional Liability insurance shall include coverage for Technology Errors and Omissions Liability and must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such Claims-made coverage must

respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis

Crime – Employee Fidelity $1,000,000 Per Loss

Such insurance shall be on a form acceptable to the City and shall provide coverage for losses arising out of employee dishonesty, employee theft, forgery and alteration, burglary or robbery, wire transfer fraud, and computer fraud. Such coverage shall be endorsed to include coverage for losses arising out of theft of "client property" on a form no more restrictive than that provided by the most recent version of the Clients' Property (ISO Form CR 0451) as filed for use in the State of Florida. Coverage shall be endorsed to include coverage for losses arising out of theft of "client property" on a form no more restrictive than that provided by the most recent version of the Clients' Property (ISO Form CR 0451) as filed for use in the State of Florida." does not need to be included unless the contractor/vendor will be handling "City" money, such as a claims administrator, bank, etc. If the coverage is being required for other reasons, such as for grant money, etc., then this requirement can be removed.

Additional Insurance Provisions

A. Certificates of Insurance. **Applicant shall** deliver to the City of Jacksonville Certificates of Insurance that shows the corresponding City Contract , Bid Number or PO if applicable in the Description, Additional Insured, Waivers of Subrogation and statement as provided below. The certificates of insurance shall be insurance certificate shall be made available upon request of the City of Jacksonville.

B. Additional Insured: All insurance except Worker's Compensation, Crime shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability in a form no more restrictive thanCA2048.

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

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

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

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

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

H. Waiver/Estoppel. Neither approval by City of Jacksonville nor its failure to disapprove the insurance furnished by

Applicant shall relieve **Applicant** of **Applicant's** full responsibility to provide insurance as required under this Contract.

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

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

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

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

Attachment H
Protest Procedures

CITY OF JACKSONVILLE

PROCUREMENT DIVISION

214 N. Hogan Street Suite 800, Jacksonville, Florida 32202
(904) 255-8800-Phone; (904) 255-8837 Fax; www.coj.net

126.106(e) PROTEST PROCEDURES

126.106(e)(1) Purpose and Scope
126.106(e)(2) Definitions
126.106(e)(3) Timely Notice of Protest
126.106(e)(4) Request for Extension to File Supplemental Protest Documentation
126.106(e)(5) Delivery
126.106(e)(6) Process
126.106(e)(7) Protest Hearing Rules and Procedures
126.106(e)(8) Independent Agency, Board or Delegated Authority

126.106(e)(1) Purpose and Scope

(a) These protest procedures are promulgated pursuant to §126.106(e) of the Jacksonville Ordinance Code (the "Code"), which authorizes the Chief of the Procurement Division (the "Chief") 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.

(b) In accordance with the procedures contained herein, any 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 procedure prescribed in the Code and who has standing to protest said decision or intended decision under Florida law (the "Protestant"), must timely file a written Notice of Protest seeking to challenge the decision or intended decision.

The issue(s) raised, and the information contained in the Notice of Protest and any supplemental documentation filed in accordance with §126.106(e)(4), hereof, must clearly identify and explain the factual and legal basis for any relief sought, and shall be the only issue(s) and information the Protestant may present for consideration before the applicable committee.

126.106(e)(2) Definitions

For the purpose of these Bid Protest Procedures, the following definitions are provided:

(a) "Competitive solicitation" or "solicitation" shall include without limitation an invitation to bid, competitive sealed bid, multi-step competitive sealed bid, competitive sealed proposal, or a request for proposals and/or qualifications.

(b) "Posting" means the notification of solicitations, decisions or intended decision, or other matters relating to procurement on a centralized Internet website, by placing the same on the bulletin board(s) designated by the Procurement Division for this purpose, or as may be consistent with§126.102(m) of the Code.

(c) "Exceptional purchase" means any purchase excepted by law or rule from the requirements for competitive solicitation, including without limitation purchases pursuant to §126.107, 126.206, 126.207, 126.211, 126.307, 126.309, 126.311, 126.312, or 126.313 of the Code.

(d) "Electronic transfer" is limited solely to facsimile transmissions that appear legibly on paper at the place of filing.

(e) "Final Agency Action" means a final decision that results from a proceeding hereunder, and includes actions which are affirmative, negative, injunctive, or declaratory in form.

(f) "Procurement process" has the same meaning as "contract solicitation or award process."

126.106(e)(3) Timely Notice of Protest

(a) **Recommendations of Award and/or Bid Rejection.** A Protestant shall have 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 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 10 business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 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** – The computation of the time limitations or periods contained herein shall be governed by and shall be pursuant to Florida Rule of Civil Procedure 1.090(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.

126.106(e)(4) Request for Extension to File Supplemental Protest Documentation

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

126.106(e)(5) Delivery

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 N. 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.

126.106(e)(6) Process

(a) Upon receipt of a timely filed written Notice of Protest, the Chief or his/her designee shall schedule and provide notice of the time, date, and place that the protest will be heard. The protest will be heard before the General Governmental Awards Committee ("GGAC"), the Professional Services Evaluation Committee ("PSEC"), or the Competitive Sealed Proposal Evaluation Committee ("CSPEC"), whichever is applicable. The Chief or his/her designee shall have the discretion to proceed with the solicitation or contract award process in question or to suspend the same pending the resolution of the protest. To the extent the Chief or his/her designee decides to exercise his/her discretion not to suspend the solicitation or contract award process pending the resolution of the protest, the Chief or his/her designee shall set forth in writing the particular facts and/or circumstances upon which his/her decision is based.

(b) Those persons or entities, other than the Protestant, who will be directly affected by the resolution of the protest shall be given notice of the protest hearing, and the Notice of Protest and any supplemental protest documentation shall be made available to them upon a written request for the same.

(c) When a Notice of Protest is filed pursuant to §126.106(e)(3)(b), hereof, the Chief or applicable awards committee chairperson shall have the discretion to direct that the solicitation in question is not to be opened pending the resolution of the protest.

126.106(e)(7) Protest Hearing Rules and Procedures

(a) Hearings hereunder shall be heard before the applicable committee and 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. Those persons or entities, other than the Protestant, who have legal standing and will be directly affected by the resolution of the protest will 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.

(b) 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.

(c) Unless otherwise provided by the Code, the burden of proof shall rest with the Protestant. The standard of proof for proceedings hereunder shall be whether a Procurement Division recommendation or the decision or intended decision in question was clearly erroneous, arbitrary, or capricious, fraudulent, or otherwise without any basis in fact or law. In any protest proceeding challenging a decision or intended decision to reject all bids, proposals, or replies, the standard of review shall be whether the decision or intended decision is illegal, arbitrary, dishonest, or fraudulent.

(d) A majority vote of the members of the applicable committee shall be required to grant a protest, hereunder; otherwise, the protest shall be denied, and, upon execution by the Mayor or his designee, said vote and/or decision of the applicable awards committee shall be posted and shall represent final agency action.

126.106(e)(8) 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.

CERTIFICATE OF ADOPTION AND IMPLEMENTATION

The preceding Procurement Protest Procedures are hereby adopted this 10th day of November 2021, by the undersigned Chief of Procurement for immediate implementation, and will remain in full force and effect until such time as they may be formally revised, amended, supplemented, suspended, or abolished.

Procurement Division

Gregory Pease, Chief
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202
(904) 255-8800- Phone
(904) 255-8837- Facsimile
gpease@coj.net

FORM 1

PRICE SHEET

ITEM NO.	DESCRIPTION	PRICE
01	QUOTATION OF RATES, FEES OR CHARGES AND OTHER COSTS. The current admission fees for the pier are $1.00 for spectators and $4.00 fishing. The City desires to continue charging an admission fee as a means to generate revenue for structural repairs and to control crowds. Please submit the proposed fee structure for admissions and all other services proposed.	$
	Lump Sum Price	$

Handwritten Signature of Authorized Officer of Firm

Date

Print Individuals' Name and Title

E-Mail & Contact Phone Number

FORM 2
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

Company Name

Name of Official (type or print)

Business Address

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 _____

GB Form 105 (revised 1/2013)

FORM 3
Project References

Organization: _____

Contact Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Website: _____

Provide a list of all local government projects including the fees awarded for each on which Contractor has been awarded during the past five (5) years. Include only those projects on which Contractor was the Prime Contractor (do not delete fees paid to subcontractors or others). Such list shall include all work for the City of Jacksonville and its various "using agencies," which is defined in the Jacksonville Ordinance Code as "a department, division, office, board, agency, commission or other unit of Buyer and independent agency required by law or voluntarily requesting to utilize the services of the [Procurement] Division"; and on projects undertaken with others that are similar in nature to the size and scope of professional services and/or work required for the project solicitation herein. If the Contractor has not performed work for any of these agencies during the past five (5) years, the response should so clearly state. The minus factor methodology for this criterion will be based on the fees awarded. The higher the volume of fees the lower the score, less volume of fees the higher the score.

FORM 3 – Project References (Continued)

Organization: _____

Contact Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Website: _____

Provide a list of all local government projects including the fees awarded for each on which Contractor has been awarded during the past five (5) years. Include only those projects on which Contractor was the Prime Contractor (do not delete fees paid to subcontractors or others). Such list shall include all work for the City of Jacksonville and its various "using agencies," which is defined in the Jacksonville Ordinance Code as "a department, division, office, board, agency, commission or other unit of Buyer and independent agency required by law or voluntarily requesting to utilize the services of the [Procurement] Division"; and on projects undertaken with others that are similar in nature to the size and scope of professional services and/or work required for the project solicitation herein. If the Contractor has not performed work for any of these agencies during the past five (5) years, the response should so clearly state. The minus factor methodology for this criterion will be based on the fees awarded. The higher the volume of fees the lower the score, less volume of fees the higher the score.

FORM 3 – Project References (Continued)

Organization: _____

Contact Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Website: _____

Provide a list of all local government projects including the fees awarded for each on which Contractor has been awarded during the past five (5) years. Include only those projects on which Contractor was the Prime Contractor (do not delete fees paid to subcontractors or others). Such list shall include all work for the City of Jacksonville and its various "using agencies," which is defined in the Jacksonville Ordinance Code as "a department, division, office, board, agency, commission or other unit of Buyer and independent agency required by law or voluntarily requesting to utilize the services of the [Procurement] Division"; and on projects undertaken with others that are similar in nature to the size and scope of professional services and/or work required for the project solicitation herein. If the Contractor has not performed work for any of these agencies during the past five (5) years, the response should so clearly state. The minus factor methodology for this criterion will be based on the fees awarded. The higher the volume of fees the lower the score, less volume of fees the higher the score.

FORM 4
NO BID FORM

UNABLE TO SUBMIT A BID? WE SINCERELY HOPE THIS IS NOT THE CASE.
If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to:

City of Jacksonville
Procurement Division
214 North Hogan St., Room #105
Jacksonville, Florida 32202

We are unable to submit a bid at this time due to the following reason(s):

- ❑ Insufficient time to respond
- ❑ Conflicts with production schedule
- ❑ Do not meet minimum requirements
- ❑ Do not offer these commodities/svcs
- ❑ Unable to meet bond requirements
- ❑ Other (please state below)

_____

_____

_____

Suggestions: _____

_____

Company Name: _____

Signature & Title: _____

Street: _____

City: _____ State: _____ Zip: _____ Phone: _____

PLEASE SUBMIT THIS FORM ONLY; DO NOT SEND BACK THE BID PACKAGE

EXHIBIT "A"

INTERLOCAL AGREEMENT - SCOPE OF SERVICES TO BE PROVIDED BY PIER OPERATOR

General

The Pier Operator will commence operations of a retail shop on the Pier, and will provide daily maintenance, janitorial and security services on the entire Pier and Facility in accordance with the following:

- The Pier Operator shall operate the Pier in such a way as to be an attraction for the public by providing, at a minimum, a retail concession, including bait and tackle shop, and including any other amenities which could further attract visitors to the Pier.
- The Pier Operator shall generate revenues and maximize profits.
- The Pier Operator shall operate the Pier in strict accordance with the provisions of the Interlocal Agreement.
- The Pier Operator shall operate the Pier in a manner that ensures the safety and security of visitors.

Schedule of Services and Reports to be provided by Pier Operator

The Pier Operator shall develop a maintenance plan to include schedules for janitorial, security, retail concession and all activities managed by the Pier Operator.

Schedule of services is to be submitted to the Chief of Natural and Marine Resources for approval within ten business days of award.

Any changes to the approved schedule must be submitted to the Chief of Natural and Marine Resources and receive approval before implementation.

The Pier Operator must submit a written monthly report to the Chief of Natural and Marine Resources summarizing the previous month's operations and activities, including revenues, number of visitors, maintenance status, and any other significant or special activities. The City shall have the right to conduct audits of Pier Operator's books and records.

An annual maintenance plan shall be submitted to the Chief of Natural and Marine Resources for review and approval.

Structural Maintenance and Repairs

The Pier Operator is not responsible for the structural maintenance and repairs of the Pier. The Pier Operator shall notify the Chief of Natural and Marine Resources of any needed structural repairs.

Operation of an On-Pier Retail Concession

The Pier Operator must operate an on-pier retail concession. Hours of operation, merchandise, and prices must be as proposed by the Operator, and as approved by the City. The City expects that the retail concession shall be profitable.

The Pier Operator must fund all start-up and inventory costs for the retail concession, including the installation of furniture, fixtures, and all other equipment necessary to successfully operate concession.

All costs of repair, maintenance and replacement of fixtures, equipment, furnishings and any other equipment used in operation of the Pier or concession shall be done at the sole expense of the Pier Operator and must be accomplished within 48 hours.

In connection with the retail concession, the Pier operator may offer additional food and snack items that do not require a hood or deep fryer, including items that are pre-prepared and microwaveable foods.

Concession activities shall be operated as to meet the standards required under applicable local, state and federal regulations.

Provision of Janitorial Services

The Pier Operator shall have sole responsibility for janitorial, pest control and trash services for the entire Pier east of seawall to include all current and future structures and/or facilities located on or connecting to the Pier and the dumpster (s).

The Pier must be clean, sanitary, and appealing to the eye at all times. The Pier Operator shall be solely responsible for the cleaning of the entire Pier. Cleaning shall, at a minimum, include removal of litter and any other objects that are deemed impediments or trash, emptying of waste receptacles, debris and spill removal, removal of bird droppings, pressure washing and surface disinfection, all in accordance with applicable federal, state and local regulations.

The Pier operator is solely responsible for the exterior and interior cleaning and maintenance of all current and future facilities located on the Pier. Facilities are to include, but are not limited to, concession building(s), public restroom(s), interior office(s), storage room(s) and fish cleaning table(s). Pier facilities and structures shall be kept at a level of cleanliness in conformance with accepted industry standards set forth by Johnson Diversey's Healthy High Performance Cleaning (HHPC) and the Association of Physical Plant Administrators (APPA). The APPA level 2 of cleanliness is the minimum level of acceptability.

Provision of Security Services

The entire Pier must be safe and secure at all times. The Pier Operator shall be responsible for the safety and security of Pier visitors during published hours of operations and authorized events, and for protection of pier property 24 hours a day.

The methods to accomplish security requirements at the Pier shall be included in the initial Schedule of Services submitted to the City. Any changes to the approved security services provided to the Pier require approval from the Chief of Natural and Marine Resources.

Staffing Requirements

The Pier Operator must, at all times, maintain an adequate number of competently trained staff to provide operational coverage on a full-time basis during all operating hours and for authorized events.

Hours of Operation

The Pier facilities hours of operation must be open to negotiation. However, the City of Jacksonville Mayor, or his designee, shall order the closing of the Pier as deemed necessary at his sole discretion.

Utilities

The Pier Operator shall pay for all utilities including, but not limited to, water, electrical, sewer, telephone service, internet access, and sanitation services used or consumed in or on the premises of the Pier and its associated facilities.

Metering for Pier utilities must be separate from those of the City.

Compliance with Interlocal Agreement

The Pier must be operated in accordance with the Interlocal Agreement between the cities of Jacksonville and Jacksonville Beach. The Pier Operator must acknowledge the requirement in its response to this Request for Proposals.

Hurricane Plan Development

Within 90 days of contracting with the City, the Pier Operator must submit a Hurricane Preparation Plan to the City for its review. The Hurricane Preparation Plan must address the security of the Pier and the protection of property (either City-owned or Pier Operator-owned.)

Pier Rules

In connection with its management of the Pier, the Pier Operator will prohibit the following:

- Roller Blades
- Surf Boards
- Bicycles
- Throwing items from the Pier
- Sitting on Pier Railings
- Pets
- Sleeping Bags
- Jumping or diving from the Pier
- Fly Rods or Fly Fishing
- Hand Lines
- Cast Nets
- Shark Fishing
- Running
- Alcoholic Beverages

The Pier Operator must order fresh live bait from a supplier and not access live bait from the pier.

Proposing other Profit Generating Amenities, Activities or Attractions

The Pier must be an attraction to as many diverse crowds as possible. As such, the Pier Operator should propose additional activities, amenities, and facilities that would attract visitors to the Pier and generate profits. The methods to accomplish this shall be as proposed by the Pier Operator and approved by the City of Jacksonville Chief of Natural and Marine Resources.