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City of Jacksonville, Florida
Procurement Award Form (PAF)

Part 1: Form Type JPAC Award Request and Administrative Details

Goods and/or Services: Printing & Signage Services 15960-24

Requested Action/Authority:

Recommend approval to the highest-ranking responsive, responsible bidder, DME Delivers, for printing & signage services. Period of service will be from date of award through September 30, 2025, with four (4) one (1) year renewal options. Total annual expenditure not to exceed $380,113.00.

Justification/Explanation:

The RFP closed on August 28, 2024, and received two responses. The Evaluation Committee has completed their review: DME Delivers - Score 94.51 /10K Creative Company Inc. - Score 75.33

Legal Contract #:	N/A	Contract Date:	10/10/2024	Change Order/AMD #:	N/A	
PO/Release #:	N/A	Bid Date:	08/28/2024	Awarded Supplier:	DME Delivers	
Licenses Verified:	Yes	Effective Date:	10/10/2024	Basis of Award:	Highest Evaluated	
Federally Funded:	No	No. Invited:	131	Responses Received:	2	Attachments:
Solicitation:	RFP-NONCON 15960 - 24			Procurement Contract #:	POA - N/A	
Executed By:	Office of General Counsel					

PoP:Base:	1 year	Options:	Four (4) One (1) year renewal options	Extension(s):	N/A
JSEB Rec.:	Encouragement	%:	0	Bonds Waived Pursuant To:	N/A

Fund:	10302	Center:	133101	Acct:	549006	Proj:	000000	Activity:	00000000	$	380,113.00
Fund:		Center:		Acct:		Proj:		Activity:		$	
Fund:		Center:		Acct:		Proj:		Activity:		$	

New NTE/GMP:	$ 380,113.00	Contingent Amount:	$ 0	DMP/ODPO Amount:	$ 0

Using Agency/BU:	SPET:SPORTS_AND_ENTERTAINMENT			
Concurrence:	Signed by: Alston, Alexander A122A08F5BBD491...	Title:	SPORTS AND ENTERTAINMENT OFFICER	10/2/2024
Concurrence:		Title:		
Concurrence:		Title:		
Concurrence:		Title:		

Procurement Analyst/Buyer:	Signed by: LeeAnn Warchol 7771B2C9F56442C...	Chief of Procurement:	DocuSigned by: B19F1D517352456... 10/7/2024
Name:	LeeAnn Warchol	Name:	Dustin L. Freeman

Part 2: JPAC Actions on Above Requests/Recommendations
All Award Actions Subject to Lawfully Appropriated Funds

Members Who Approve:	
Members Who Disapprove:	
Other Action:	

Date:

Part 3: Final Awarding Authority Action

Action:

Date:

Signature:

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PAF Instructions

Form Type: Select the type of award from the dropdown options. This form will be used for all Procurement awards (Administrative Awards and JPAC Requests).

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

Requested Action/Authority: Enter a brief description of the requested action or authority being sought. i.e.; *request permission to award to the lowest, responsive responsible bidder for ITB or award the highest ranked supplier for an RFP*.

Justification/Explanation: Enter a brief justification or explanation for the requested action. Use this box to add any additional information such as additional account strings, or other information essential for contract execution.

Legal Contract Number: Provide the existing City contract number if applicable. This will be the same number as your POA number.

Contract Date: Select the effective date for the contract using the calendar option in the form. Leave blank for contracts to become effective on the execution date.

Change Order/AMD #: Provide the applicable Change Order or Amendment number represented by this request.

Date: Enter the date of PAF submission.

Effective Date: Enter the effective date of requested authority and/or action.

Solicitation: Select the competitive procurement method used (1Cloud generated prefix), enter the 1Cloud generated numbering sequence, and 1Cloud generated fiscal year of solicitation

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA),

Procurement Contract #: This is your PO number. Select Type, Enter Number

PO/Release Number: Enter PO Release Number

Awarded Supplier: Enter Awarded Supplier Name

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

Responses Received: This is the number of responses received.

No Bids Received: The number of responses received that indicated supplier would not bid.

Executed By: Select whether executed by OGC or JPAC / Chief of Procurement

PoP Base: Select the Period of Performance for the initial period.

Options: Period for each renewal period i.e. one (1) two (2) year.

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Extensions: How many extensions have we preformed after the initial base period and option periods have been completed?

JSEB Goal: Select the percentage established by JSEB.

JESB Other: Select Encouragement or Set Aside Option

Bonds Waived Pursuant to: Select authority allowing bonds to be waived.

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

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

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

DMP/ODPO Amount: Enter the total Direct Materials Purchase/Owner Direct Purchase Order amount for project.

Attachments: Name any attachments included as supplemental information to the PAF.

Using Agency/BU: This should be the requesting agency/requirement owner.

Concurrence: Electronic Signature

Title: Enter the title of person electronically signing form.

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

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Award Solicitation: Printing and Signage Services

Solicitation	**RFP - Non-Construction 1596**	Responses Received	**2**	Invited Suppliers	**131**
Procurement BU	**COJ BU**	Active Responses	**2**	Will Participate	**1**
Close Date	**8/28/2024 14:00**	Shortlisted Responses	**2**	Responded	**2**
Solicitation Currency	**USD**				

Lines

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

1 Total Annual Expense Printing and Signage Services

Requisitioning BU	**PRSP: Sport and Entertainment**	UOM	**Job**	Award Quantity	
Line Type	**Quantity**	Start Price		Award Amount	
Item		Current Price		Savings	
Item Revision				Savings	
Category Name	**962.58 Professional Services (Not Otherwis**				
Location	**Ed Ball 4th Floor**				

	Target Value	**10k Creative Co Inc Response: 431153**	**DME Delivers Response: 430876**
Business Relationship		Spend Authorized	Spend Authorized
Supplier Site			Order/Remit
Response Status		Active	Active
Shortlist Status		Included	Included
Line Pricing			
Response Price		310,505.00	380,113.00
Response Quantity	1	1	1
Line Amount		310505	380113
Unit Price Savings			
Unit Price Savings Percent			
Minimum Release Amount			
Award Decision			
Award Quantity			
Award Amount			
Promised Delivery Date			9/30/2024
Note to Buyer			
Attachments		No	No

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Award Solicitation: Printing and Signage Services

Solicitation **RFP - Non-Construction 1596** Procurement BU **COJ BU** Close Date **8/28/2024 14:00** Solicitation Currency **USD**	Responses Received **2** Active Responses **2** Shortlisted Responses **2**	Invited Suppliers **131** Will Participate **1** Responded **2**

Overview

	10k Creative Co Inc Response: 431153	DME Delivers Response: 430876
Business Relationship	Spend Authorized	Spend Authorized
Supplier Site		Order/Remit
Supplier Contact	Ashmore, Vincent	Fincke, Mark
Response Status	Active	Active
Shortlist Status	Included	Included
Response Amount	310,505.00	380,113.00
Total Award Amount		
Time of Response	8/28/2024 12:47	8/26/2024 12:25
Response Valid Until		
Reference Number		
Note to Buyer		
Attachments	No	No

Requirements (View Scoring Criteria)

Requirement	Target Value	10k Creative Co Inc Response: 431153	DME Delivers Response: 430876
Total Score		**79.33**	**94.51**
1. Affirmation (Preliminary Response Stage)			
1. Type name and title of person submitting bid in the comments box.		a. Acknowledge	a. Acknowledge
Comments		Vincent Ashmore	Mark Fincke Sr. Business Development Manager
2. Type name of company in the comments box.		a. Acknowledge	a. Acknowledge
Comments		10k Creative Co inc	DME Delivers
3. No Alterations: Bidder has not altered the original Solicitation Document in any way and further understands that any such alteration of the original solicitation document may result in reject of the bid.		a. Acknowledge	a. Acknowledge
4. Solicitation Silence: The Solicitation Silence policy is in effect for this solicitation and all communications related to this solicitation must be in writing to the designated procurement representative. Violations of the solicitation silence policy may result in the rejection/disqualification of the submission.		a. Acknowledge	a. Acknowledge
5. Legal authorization and solicitation specific minimum requirements: All bidders must be legally authorized to do business in Duval County and shall comply with all minimum requirements for this bid. Failure to submit evidence for meeting any of these requirements may be grounds for rejection. Vendor shall provide proof of applicable local business licenses and particulars such as specific licensure, experience on similar projects, years of expertise in the area etc.		a. Acknowledge	a. Acknowledge
6. Certification of No Conflict of Interest: Supplier certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Supplier's company. Supplier must complete and submit the attached Conflict of Interest Statement fully detailing any potential conflicts.		a. Contractor certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Contractor's company.	a. Contractor certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Contractor's company.
Attachments		Yes	
7. Equal Business Opportunity Program: Pursuant to Part 6 of Chapter 126, Jacksonville Ordinance Code, the City of Jacksonville encourages the utilization and participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. It is the City's intent in adopting this program to reflect the philosophy with regards to enhancing participation of JSEBs in all areas of procurement.		a. Acknowledge	a. Acknowledge
8. Electronic Signature: I understand this acknowledgment serves as my electronic signature and has the same force and effect as my manual signature.		a. Acknowledge	a. Acknowledge
2. General Requirements (Preliminary Response Stage)			
1. **Scope of Services:** The City of Jacksonville (City/COJ) Office of Sports and Entertainment (OSE) 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 various Printing and Signage Services as listed in the bid documents.		a. Acknowledge	a. Acknowledge
2. **Specifications:** Provide all items or services as identified on each line or identified below in accordance with all other Terms and Conditions specified herein. These services will be utilized for all events sponsored by the Office of Sports and Entertainment. Events include, but are not limited to: Florida-Georgia / Georgia-Florida Football Game, Sea & Sky Air Show, World of Nations Celebration, Jacksonville Jazz Festival, New Year's Eve, Light Boat Parade, July 4th Fireworks, Veterans Day Parade, Martin Luther King Jr. Breakfast, etc. . The City reserves the right to utilize this bid for other projects, and various event needs. We request bidders to supply us one rate. Daily, weekly, holiday and rush rates are to be the same. Rates shall include consulting of printing needs for the event, freight, delivery, and handling charges to the delivery location. Delivery location shall be within the 32202 zip code. Bidders must be able to provide quality professional printing services. Contractor must coordinate with Special Events Coordinator for timelines on printing services for each event. Due to the nature of the events, last minute additions to printing may occur and we request bidders have the ability to print all items within 100 miles of Downtown Jacksonville, Florida zip code 32202. 1. Company must have the ability to produce direct flatbed printing. 2. Company must have experience in producing and installing signage for major special events and facilities. a. Bidders must have the ability to execute the following installations and removals, however, other installations and removals may be necessary under this agreement: b. Professional Sports Stadium/Arena Field wall. c. Covering the "Pride of the Jaguars" within EverBank Stadium Field with a vinyl banner. d. Covering any size windows with perforated material or one way viewing material 3. Company must have the ability to produce and print all items within this bid within 100 miles of zip code 32205. 4. Company must have the ability to custom laser cut various materials, to be included with the unit price. 5. Installer of low-tac vinyl, window decals, and floor graphics must be a 3M Certified Installer. 6. Supplier employees shall be in supplier uniforms, well-groomed and professional while conducting services on-site. Supplier employees must be able to speak English. Staff may not consume alcohol or tobacco while onsite working or representing an event.		a. Acknowledge	a. Acknowledge
Attachments		Yes	
3. **Bidders should submit or comply with the following requirements. Failure to submit any of these requirements may be grounds for rejection.** **a.** The Contractor shall provide all business licenses required by local, state, and federal law as applicable. **b.** Bidders should submit the following with your proposal (Attachment 1): (i) An overview of the company, along with the in-house printing capabilities a. Summary of your company, including why your company is best suited for this project (no more than 1 page) b. Summary of staff member, sub suppliers, contractors etc. skills/accomplishments of those who will be working on these services (no more than ½ page per staff person) (ii) Recent printing and signage installation examples a. Proof of four similar printing and signage installations your company has completed within the last 24-months. Requested event proof includes, but is not limited to major sporting events, multi cultural festival, and music festivals with attendance exceeding 20,000. b. Three (3) letters of reference from similar projects (iii) Bid Proposal Form 1: Pricing Sheet		a. Acknowledge	a. Acknowledge
Attachments		Yes	Yes
4. **Price Sheet:** Please download the attached spreadsheet to enter prices and upload back. Please do not make any changes to the item descriptions or quantities indicated. See the attachment(s) for additional information.		a. Acknowledge	a. Acknowledge
Attachments		Yes	Yes
5. Please review and acknowledge the attached requirements.		a. Acknowledge	a. Acknowledge
Attachments		Yes	Yes
6. To maintain comparability and facilitate the evaluation process, Responses shall be organized in the manner set forth below. Tab delineations for each of the sections would be helpful. The formal response to the RFP - Non-Construction. Each proposer will clearly indicate within the Cover Letter that your response is for the RFP. The RFP shall contain no more than thirty (30) single-sided, 1.5-spaced, 8½" by 11" pages, excluding appendices. The font style shall be Arial with a minimum font size of 11 points. The title page and a single- page cover letter will not be counted as part of the 30-page limit. A cover letter in excess of one page and any other information submitted beyond that noted in the requirements will be counted as part of the 30-page limit. Any RFP exceeding these formal guidelines will be rejected without being considered by the City. Provide proof of insurance, bonding capacity, and licensing. Copies of these documents may be included as appendices and will not be counted against the 30-page limit. 1) Title Page: Include <u>only</u> RFP Title, RFP Number, Contractor's full name, address, phone number. 2) Cover Letter: Include <u>only</u> the following: · Date of Letter. · RFP Title and Number · Bidder's full name, address and phone number. · Names of the persons who will be authorized to make representations for the Bidder, their titles, addresses (including email address) and telephone numbers. · Bidder's Federal Employer ID Number. · Acknowledgement that (i) the Response is based on the terms set forth in the RFQ and all amendments thereto posted on City's website as of the date of the Response, and (ii) the Bidder will be responsible for monitoring City's website for subsequent amendments and for either maintaining, amending, or withdrawing the Response prior to the Response Due Date based on those subsequent amendments. · Signature of Authorized Representative. 3) Required Forms. Attach all forms identified in requirements section. Examples of forms that may be required include: · Business References. (if requested) · Equal Business Opportunity Program Forms (if requested). · Proposal Bond (construction phase) · Insurance Agent Acknowledgment (construction phase) 4) Proof of Minimum Requirements. Responses will be accepted ONLY from companies meeting the minimum requirements in section of the RFP. Bidders must provide clear documentation that they meet the minimum requirements. **5)** Statement of Qualifications. This portion of the Response will be used to provide the information City needs to evaluate how well the Contractor meets the criteria listed in the Evaluation Criteria. <u>Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Response as non-responsive.</u> Please divide this portion of the Response into subsections that correspond to each of the listed criteria.		a. Acknowledge	a. Acknowledge
Attachments		Yes	Yes
3. Evaluation Criteria - Preliminary Response Stage (Prelimina			
Score		79.33	94.51
1. **Past Performance and Record of Professional Accomplishments. 20 Points Available** Proof of four similar printing and signage installations your company has completed within the last 24-months. Requested event proof includes, but is not limited to major sporting events, multi cultural festival, and music festivals with attendance exceeding 20,000. Three (3) letters of reference from similar projects Maximum of thirty (30) points total. Insufficient responses will be		a. Acknowledge	a. Acknowledge
Score		27.00	40.00
2. **Experience, Competence In, and Approach to similar Projects. 30 Points Available** Summary of your company, including why your company is best suited for this project (no more than 1 page) Summary of staff member, sub suppliers, contractors etc. skills/accomplishments of those who will be working on these services (no more than ½ page per staff person) Maximum of forty (40) points total. Insufficient responses will be awarded zero (0) points.		a. Acknowledge	a. Acknowledge
Score		22.33	30.00
3. **Price Sheet 20 Points Available** (The contractor submitting the lowest cost to the City shall receive the maximum number of points for cost, 20 points. Each subsequentially higher cost shall be divided into the lowest cost received and the products score % will be multiplied by the maximum points available to render the points.) TOTAL PRICE/Form 1 (The contractor submitting the lowest cost to the City shall receive the maximum number of points for cost, 30 points. Each sub-sequentially higher cost shall be divided into the lowest cost received and the products score percentage will be multiplied by the maximum points available to render the points.) Score = (Lowest Bid/The Bid) X 30		a. Acknowledge	a. Acknowledge
Score		30.00	24.51

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A NEW DAY.

Bid Specifications

for

Printing and Signage Services

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

Company **City of Jacksonville**
Buyer **Renata Barnett**
E-mail **rbarnett@coj.net**

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

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

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

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

Table of Contents

1 Overview....4
1.1 General Information....4
1.2 Schedule....4
1.3 Negotiation Controls....4
1.4 Response Rules....4
1.5 Terms....4
2 Requirements....5
2.1 Affirmation....5
2.2 General Requirements....6
2.3 Evaluation Criteria - Preliminary Response Stage....10
3 Lines....12
3.1 Line Information....12
3.2 Line Details....12
3.2.1 Line 1....12
4 Contract Terms....12

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

1 Overview

1.1 General Information

Title	**Printing and Signage Services**		
Synopsis	**Sports & Entertainment Printing and Signage Services**		
Buyer	**Renata Barnett**	Outcome	**Purchase Order**
E-Mail	**rbarnett@coj.net**	Two Stage Evaluation	**Yes**

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

1.2 Schedule

Preview Date		Open Date	**8/7/24 9:14 AM**
Close Date	**8/28/24 2:00 PM**	Award Date	
Time Zone	**Eastern Standard Time**		
Pre-Bid Conference Location	**Microsoft Teams - Meeting ID: 281 394 593 869 Passcode: TArk2f**		
Pre-Bid Date/Time	**8/13/24 10:00 A.M.**		
Question Cutoff Date/Time	**8/20/2024 4:00 PM**		

1.3 Negotiation Controls

Response Visibility **Sealed**

Lines Settings

Rank Indicator **1,2,3...**

Ranking Method **Multiattribute scoring**

1.4 Response Rules

This negotiation is governed by all the rules displayed below.

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

1.5 Terms

Payment Terms	**Net 30**	Freight Terms	**Freight Prepaid**
Shipping Method	**Best Way**	FOB	**FOB Destination**
Negotiation Currency	**USD (US Dollar)**	Price Precision	**2**

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

2 Requirements

**Response is required*

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

2.1 Affirmation (Preliminary Response Stage)

*1.

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

Select one of the following:-

☐ a. Acknowledge

Comments:

*2.

Type name of company in the comments box.

Select one of the following:-

☐ a. Acknowledge

Comments:

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

Select one of the following:-

☐ a. Acknowledge

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

Select one of the following:-

☐ a. Acknowledge

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

Select one of the following:-

☐ a. Acknowledge

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

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

Attachments:

File Name or URL	Type	Description
CONFLICT OF INTEREST CERTIFICA	File	

Select one of the following:-

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

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

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

Attachments:

File Name or URL	Type	Description
JSEB Project Goals Language Au	File	

Select one of the following:-

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

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

Select one of the following:-

☐ a. Acknowledge

2.2 General Requirements (Preliminary Response Stage)

*1.

Scope of Services:

The City of Jacksonville (City/COJ) Office of Sports and Entertainment (OSE) 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 various Printing and Signage Services as listed in the bid documents.

Select one of the following:-

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

*2.

Specifications:

Provide all items or services as identified on each line or identified below in accordance with all other Terms and Conditions specified herein.

These services will be utilized for all events sponsored by the Office of Sports and Entertainment. Events include, but are not limited to: Florida-Georgia / Georgia-Florida Football Game, Sea & Sky Air Show, World of Nations Celebration, Jacksonville Jazz

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

Festival, New Year's Eve, Light Boat Parade, July 4th Fireworks, Veterans Day Parade, Martin Luther King Jr. Breakfast, etc. . The City reserves the right to utilize this bid for other projects, and various event needs.

We request bidders to supply us one rate. Daily, weekly, holiday and rush rates are to be the same. Rates shall include consulting of printing needs for the event, freight, delivery, and handling charges to the delivery location. Delivery location shall be within the 32202 zip code.
Bidders must be able to provide quality professional printing services. Contractor must coordinate with Special Events Coordinator for timelines on printing services for each event. Due to the nature of the events, last minute additions to printing may occur and we request bidders have the ability to print all items within 100 miles of Downtown Jacksonville, Florida zip code 32202.

1. Company must have the ability to produce direct flatbedprinting.
2. Company must have experience in producing and installing signage for major special events and facilities.
    a. Bidders must have the ability to execute the following installations and removals, however, other installations and removals may be necessary under this agreement:
    b. Professional Sports Stadium/Arena Field wall.
    c. Covering the "Prideof the Jaguars" within EverBank Stadium Field with a vinyl banner.
    d. Covering any size windows with perforated material or one way viewing material
3. Company must have the ability to produce and print all items within this bid within 100 milesof zip code 32205.
4. Company must have the ability to custom laser cut various materials, to be included with the unit price.
5. Installer of low-tac vinyl, window decals, and floor graphics must be a 3M Certified Installer.
6. Supplier employees shall be in supplier uniforms, well-groomed and professional while conducting services on-site. Supplier employees must be able to speak English. Staff may not consume alcohol or tobacco while onsite working or representing an event.

Select one of the following:-

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

*3. **Bidders should submit or comply with the following requirements. Failure to**

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

submit any of these requirements may be grounds for rejection.

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

b. Bidders should submit the following with your proposal (Attachment 1):

(i) An overview of the company, along with the in-house printing capabilities

a. Summary of your company, including why your company is best suited for this project (no more than 1 page)

b. Summary of staff member, sub suppliers, contractors etc. skills/accomplishments of those who will be working on these services (no more than ½ page per staff person).

(ii) Recent printing and signage installation examples

a. Proof of four similar printing and signage installations your company has completed within the last 24-months. Requested event proof includes, but is not limited to major sporting events, multi cultural festival, and music festivals with attendance exceeding 20,000.

b. Three (3) letters of reference from similar projects

(iii) Bid Proposal Form 1: Pricing Sheet

Select one of the following:-

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

*4.

Price Sheet:

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

Select one of the following:-

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

*5. Please review and acknowledge the attached requirements.

Attachments:

File Name or URL	Type	Description
Payment Bond.pdf	File	
Performance Bond.pdf	File	
Bid Bond.pdf	File	

Select one of the following:-

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

*6.

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

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

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

The RFP shall contain no more than thirty (30) single-sided, 1.5-spaced, 8½" by 11" pages, excluding appendices. The font style shall be Arial with a minimum font size of 11 points. The title page and a single-page cover letter will not be counted as part of the 30-page limit. A cover letter in excess of one page and any other information submitted beyon d that noted in the requirements will be counted as part of the 30-page limit. Any RFP exceeding these formal guidelines will be rejected without being considered by the City. Provide proof of insurance, bonding capacity, and licensing. Copies of these documents may be included as appendices and will not be counted against the 30-page limit.

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

2) Cover Letter: Include only the following:

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

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

- Business References. (if requested)

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

- Equal Business Opportunity Program Forms (if requested).
- Proposal Bond (construction phase)
- Insurance Agent Acknowledgment (construction phase)

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

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

Select one of the following:-

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

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

Section Maximum Score: 100

*1. **Past Performance and Record of Professional Accomplishments. 20 Points Available**

Proof of four similar printing and signage installations your company has completed within the last 24-months. Requested event proof includes, but is not limited to major sporting events, multi cultural festival, and music festivals with attendance exceeding 20,000.
Three (3) letters of reference from similar projects
Maximum of thirty (30) points total. Insufficient responses will be awarded zero (0) points.

Maximum Score: 40

Select one of the following:-

☐ a. Acknowledge

*2. **Experience, Competence In, and Approach to similar Projects. 30 Points Available**

Summary of your company, including why your company is best suited for this project (no more than 1 page)
Summary of staff member, sub suppliers, contractors etc. skills/accomplishments of those

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

who will be working on these services (no more than ½ page per staff person).
Maximum of forty (40) points total. Insufficient responses will be awarded zero (0) points.

Maximum Score: 30

Select one of the following:-

☐ a. Acknowledge

*3.

Price Sheet 20 Points Available

(The contractor submitting the lowest cost to the City shall receive the maximum number of points for cost, 20 points. Each subsequentially higher cost shall be divided into the lowest cost received and the products score % will be multiplied by the maximum points available to render the points.)

TOTAL PRICE/Form 1 (The contractor submitting the lowest cost to the City shall receive the maximum number of points for cost, 30 points. Each sub-sequentially higher cost shall be divided into the lowest cost received and the products score percentage will be multiplied by the maximum points available to render the points.)
Score = (Lowest Bid/The Bid) X 30

Maximum Score: 30

Select one of the following:-

☐ a. Acknowledge

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

3 Lines

3.1 Line Information

Line	Target Quantity	UOM	Response Quantity	Response Price	Line Amount	Promised Date
1-Total Annual Expense Printing and Signage Services	1	Job				

3.2 Line Details

3.2.1 Line 1 Total Annual Expense Printing and Signage Services

Category Name	**962.58 Professional Services (Not Otherwise Classified)**		
Item		Revision	
Allow Alternate Lines	**No**		
Requested Date		Location	**214 North Hogan Street 4th Floor JACKSONVILLE, FL 32202**
Start Price (USD)			

4 Contract Terms

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

A. Solicitation Overview

A.1. Scope of Work

The Office of Sports and Entertainment (OSE) of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s)/service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s)/service(s) and to obtain pricing commitments for Printing and Signage Services as listed in the bid documents.

A.2. Award

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

A.3. Term of Agreement

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

A.4. Quantities

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

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

B. Insurance Requirements

B.1. Insurance Requirements

Indemnification

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

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

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

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

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

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

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

Insurance Coverages

Schedule	Limits
Workers Compensation	Florida Statutory Coverage

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

Employer's Liability		
	$100,000	Each Accident
	$500,000	Disease Policy Limit
	$100,000	Each Employee /Disease

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

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

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

Automobile Liability	$1,000,000	Combine Single Limit

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

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

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

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

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

(Including Medical Malpractice when applicable)

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

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

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

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

Sexual Molestation Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

(Including theft of client property without computer data exclusion)

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

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

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

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

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

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

Watercraft Liability	$1,000,000	Per Occurrence

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

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

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

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

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

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

a. Cyber Extortion

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

c. Security Liability

d. Privacy Liability

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

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

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

Additional Insurance Provisions

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

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

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

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

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

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

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

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

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

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

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

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

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

Bonds and Other Performance Security

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

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

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

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

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

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

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

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

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

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

C. Equal Business Opportunity Plan

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

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

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

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

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

D. General Conditions

D.1. Assignment

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

D.2. Audit Provision

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

D.3. Bid / Surety Requirements

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

D.4. Cartage

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

D.5. Certificate of Insurance

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

D.6. COJ - Debarment List

In accordance with the Section 126.201 (1) (1) of the City's Procurement Code, the Chief of Procurement and all agencies are advised to cease doing business with disqualified suppliers as they appear on the Disqualified/Probationary Suppliers list located on the Supplier Portal.

D.7. Collusion

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

D.8. Compliance with Specifications

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

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

D.9. Data Required to be Submitted

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

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

D.10. Delivery

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

D.11. Deviations to Specifications

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

D.12. Discounts

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

D.13. Electronic Payments

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

D.14. Errors in Bids

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

D.15. Escalation / De-escalation

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

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

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

D.16. Ethics Provision for Vendors / Suppliers

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

D.17. Extension

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

D.18. Favored Nation Clause

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

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

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

D.20. Guarantee

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

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

D.21. Invoicing

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

D.22. Laws and Regulations

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

D.23. Legal Workforce

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

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

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

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

D.24. Licenses Requirement

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

D.25. Marketing / Advertising

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

D.26. Nondiscrimination Provisions

As required by Section 126.404, 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

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

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

D.27. Office of Inspector General

The City of Jacksonville has established an Office of Inspector General, Section 602.310, 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, suppliers, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, Ordinance Code.

D.28. Office of the Ombudsman

Failure to comply with the terms and conditions of a contract and/or failure to respond to the Notice of Non-Compliance may result in, but not be limited to, withholding of payment (s), breach of contract, cancellation of contract, filing against performance bonds(s) and disciplinary action, including contractor debarment, in accordance with Chapter 126. If a payment or performance dispute arises as to whether the contractor is in non-compliance, the complainant shall engage the Office of the Ombudsman to investigate the matter. During the period of any contest or dispute, the contractor shall otherwise continue to perform under the contract unless instructed otherwise.

D.29. "Or Equal" Interpretation

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

D.30. Performance Bond

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

D.31. Pickup and Returns

City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. City or its agencies will determine compliance with bid

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

specifications. Pick up and returns will be made within forty-eight (48) hours of notification at no charge to the City or its agencies.

D.32. Prices

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

D.33. Procurement Division as Agent

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

D.34. Prohibition Against Considering Social

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

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

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

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

D.35. Prompt Payment to Subcontractors and Suppliers

The following is required by Chapter 126, Part 6, Ordinance Code; provided however, if Supplier does not use JSEB subcontractors, as identified below, this section shall not apply:

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

b. Jacksonville Small Business Enterprise (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6, Ordinance Code, Supplier shall pay all contracts awarded with certified JSEBs and MBEs as defined therein their pro-rata share of their earned portion of the progress payments made by City under the applicable contract within seven (7) business days of Supplier's receipt of payment from City (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Supplier, Supplier shall provide to City, with its requisition for payment, documentation that sufficiently demonstrates that Supplier has made proper payments to its certified JSEB or MBE from all prior payments that Supplier has received from City. Supplier shall not unreasonably

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

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

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

D.36. Provision for Other Agencies

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

D.37. Public Entity Crime Information

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

D.38. Public Records

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

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

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

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

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

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

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

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

D.39. Purchases by Other Public Agencies / Piggyback

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

D.40. Question Cutoff

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

D.41. Quotations

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

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

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

D.43. Reporting

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

D.44. Reservations

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

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

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

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

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

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

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

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

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

D.45. Right to Reject

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

D.46. Samples

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

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

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

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

D.47. Solicitation Silence Policy

City's Procurement Division has implemented a Solicitation Silence Policy that prohibits certain oral communication regarding a solicitation during the period the policy is in

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

effect. Written communications to the Chief of the Procurement Division or his or her staff are allowed at all times.

Prohibitions

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

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

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

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

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

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

5) oral communications at pre-bid conferences;

6) oral presentations before publicly noticed committee meetings;

7) contract negotiations during any duly noticed public meeting;

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

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

Commencement and Termination of the Solicitation Silence Period

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

Written Communication during the Solicitation Silence Period

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

If Not an Exception

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

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

D.48. State Contract

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

D.49. Submission of Bids

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

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

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

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

D.50. Supplier Accessibility

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

D.51. Supplier Representation

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

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

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

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

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

D.52. Taxes

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

D.53. W-9 Requirement

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

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

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

E. Protest Procedures

E.1. Purpose and Scope

a. These protest procedures are promulgated pursuant to § 126.I06(e), Ordinance 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.

c. The issue(s) raised, and the information contained in the Notice of Protest and any supplemental documentation filed in accordance with §l26.I06(e)(4), Ordinance Code, 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.

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, multistep 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) Ordinance 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 Ordinance 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."

E.3. Timely Notice of Protest

a. Recommendations of Award and/or Bid Rejection.

A Protestant shall have forty eight (48) hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a Procurement Division recommended award of an exceptional purchase or an award or recommended conclusion to any bid or

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

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

c. Computation of Time

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

d. Form and Content of the Notice of Protest

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

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

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

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

E.5. Delivery of Protest

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

E.6. Stay of Procurement During Protest

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

E.7. Authority to Resolve

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Upon the receipt of a timely filed written Notice of Protest, the Chief of Procurement shall have the authority to settle and resolve the timely filed protest.

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

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

E.8. JPAC Administrative Review Process

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

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

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

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

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

5. Amajorityvoteofthemembersoftheapplicable committee shallberequiredtogranta

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protest,hereunder; otherwise,theprotestshallbedenied,and,uponexecution bythemayororhis designee,saidvoteand/ordecisionof theJPAC shallbepostedandshall representfinalagency action.

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

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

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

F. Addenda

F.1. Amendments / Addenda

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

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

OFFICE OF SPORTS AND ENTERTAINMENT
PRINTING AND SIGNAGE SERVICES

TERMS AND CONDITIONS

1. SCOPE

The City of Jacksonville (City/COJ) Office of Sports and Entertainment (OSE) 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 various Printing and Signage Services as listed in the bid documents.

2. AWARD

Award will be **ALL OR NONE** to the highest graded responsive, responsible bidder. Bidders must bid on all items to be considered for award. The basis of award for this bid shall be based on the graded guidelines included on the Evaluation Criteria. ALL awards are subject to the availability of funds.

3. TERM OF AGREEMENT

The term of this agreement will be from date of award through September 30, 2025, with four (4) one (1) year renewal options. Renewal Options may be exercised at the discretion of the City based on supplier performance and adherence to the terms and conditions set forth in bid documents. The Office of Sports and Entertainment reserves the right to change these dates or add new event dates under this bid.

4. MINIMUM REQUIREMENTS

Bidders should submit or comply with the following requirements: failure to submit any of these requirements may be grounds for rejection:

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

b. Bidders should submit the following with your proposal (Attachment 1):

- (i) An overview of the company, along with the in-house printing capabilities
  - a. Summary of your company, including why your company is best suited for this project (no more than 1 page)
  - b. Summary of staff member, sub suppliers, contractors etc. skills/accomplishments of those who will be working on these services (no more than ½ page per staff person).
- (ii) Recent printing and signage installation examples
  - a. Proof of four similar printing and signage installations your company has completed within the last 24-months. Requested event proof includes, but is not limited to major sporting events, multi cultural festival, and music festivals with attendance exceeding 20,000.
  - b. Three (3) letters of reference from similar projects
- (iii) Bid Proposal Form 1: Pricing Sheet

5. NON-MANDATORY PRE-BID MEETING

There will be a Non- mandatory Bid meeting scheduled for this solicitation. Time and Location TBD by Procurement.

6. STATE CONTRACTS

The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The city reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

7. QUANTITIES & ITEMS

Quantities and items indicated may vary as needed and should not be considered fixed. Additional items may be added at the discretion of the city & supplier mutual agreement.

8. ESCALATION/DE-ESCALATION

All pricing submitted shall remain firm for the initial term period. Upon renewal (if applicable), a supplier may submit in writing a request for price escalation/de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry wide increase. The City reserves the right to decline any price increase request.

9. PRICES

All unit prices shall include consulting of printing needs for the event, freight, delivery, and handling charges to the delivery location. The City of Jacksonville shall provide heavy equipment (fork lift, boom lift, scissor lift, etc.) where needed for installation and removal of signs. Bidders shall provide installation materials (zip ties, rope, squeegees, towels, tape, etc.) and tools (Ladders, screw drivers, scissors, knives, etc.) where needed for installation and removal of signs.

10. DELIVERY AND PICK UP

Delivery will be coordinated with Office of Sports and Entertainment Marketing Specialist, Jordyn Middleton or his/her designee at 904-255-5422 or by City email.

A packing list shall accompany all shipments, which shall indicate, at a minimum, the following: City purchase order number, item number and description, date and time of delivery/installation (if applicable), date and time of removal/strike (if applicable), quantity ordered and shipped, unit prices, and unit of measure.

11. RETURNS

The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. Items damaged during shipping to the City are the responsibility of the bidder and must be replaced at no cost to the City. The City or its agencies will determine compliance with bid specifications.

12. COMPLIANCE WITH SPECIFICATIONS

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

13. INVOICING

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville. At a minimum, invoices must include: purchase order number; item number and description; date of assembly and disassembly; quantity ordered and shipped; unit prices; unit of measure; and, extended totals. Payment terms are net 30 days from the date of correct invoice's being received by the City. Invoice may be sent upon conclusion/delivery of the line item. Deposits will not be considered. All original invoices shall be submitted through the City of Jacksonville 1Cloud procurement system.

14. INSURANCE/INDEMNIFICATION

Each supplier shall maintain, for the entire term of this agreement, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. The awarded

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

supplier will be required to submit a copy of its insurance certificate within ten (10) days from date of receipt of award notice. Bid number should be listed on certificate.

14. SUPPLIER ACCESSIBILITY

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

15. SUBSUPPLIERS

If the Supplier proposes to use subsuppliers to provide services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance, and approval of the City prior to any contract award. The City reserves the right to approve or disapprove of any subsupplier candidate in its best interest and to require Supplier to replace subsupplier with one that meets City approval. Supplier shall ensure that all of Supplier's subsuppliers perform in accordance with the terms and conditions of this Contract. Supplier shall be fully responsible for all of Supplier's subsuppliers' performance, and liable for any of Supplier's subsuppliers' non-performance and all of Supplier's subsuppliers' acts and omissions.

16. MEDIA

In an effort to convey accurate information to the public, company, company employees/labor, or company sub-suppliers must refer all media inquiries to the City of Jacksonville Office of Special Events and may not comment on any aspect of the event. News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior approval in writing from the City of Jacksonville Division of Sports and Entertainment.

17. TERMINOLOGY

For the purposes of these bid documents, Supplier and Contractor shall be interchangeable. Subsupplier and Subcontractor shall be interchangeable.

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

SPECIFICATIONS

Description of Services and Deliverables

A. BACKGROUND

The City of Jacksonville (City/COJ) Office of Sports and Entertainment (OSE) 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 various Printing and Signage Services as listed in the bid documents.

B. SCOPE OF SERVICES

These services will be utilized for all events sponsored by the Office of Sports and Entertainment. Events include, but are not limited to: Florida-Georgia / Georgia-Florida Football Game, Sea & Sky Air Show, World of Nations Celebration, Jacksonville Jazz Festival, New Year's Eve, Light Boat Parade, July 4th Fireworks, Veterans Day Parade, Martin Luther King Jr. Breakfast, etc. . The City reserves the right to utilize this bid for other projects, and various event needs.

We request bidders to supply us one rate. Daily, weekly, holiday and rush rates are to be the same. Rates shall include consulting of printing needs for the event, freight, delivery, and handling charges to the delivery location. Delivery location shall be within the 32202 zip code.
Bidders must be able to provide quality professional printing services. Contractor must coordinate with Special Events Coordinator for timelines on printing services for each event. Due to the nature of the events, last minute additions to printing may occur and we request bidders have the ability to print all items within 100 miles of Downtown Jacksonville, Florida zip code 32202.

1. Company must have the ability to produce direct flatbed printing.
2. Company must have experience in producing and installing signage for major special events and facilities.
    a. Bidders must have the ability to execute the following installations and removals, however, other installations and removals may be necessary under this agreement:
    b. Professional Sports Stadium/Arena Field wall.
    c. Covering the "Pride of the Jaguars" within EverBank Stadium Field with a vinyl banner.
    d. Covering any size windows with perforated material or one way viewing material
3. Company must have the ability to produce and print all items within this bid within 100 miles of zip code 32205.
4. Company must have the ability to custom laser cut various materials, to be included with the unit price.
5. Installer of low-tac vinyl, window decals, and floor graphics must be a 3M Certified Installer.
6. Supplier employees shall be in supplier uniforms, well-groomed and professional while conducting services on-site. Supplier employees must be able to speak English. Staff may not consume alcohol or tobacco while onsite working or representing an event.

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

Attachment A
Evaluation Criteria

The evaluations will be based upon the following criteria, and Contractors 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 the contract will be awarded to the highest scoring, responsive, responsible Contractor for the Evaluation Criteria. Contractors are encouraged to arrange their responses in a format that will offer ready review and evaluation of each criterion. Please note that **100** points is the maximum total.

Category	Evaluation Criteria	Maximum Points
Competency	Summary of your company, including why your company is best suited for this project (no more than 1 page) Summary of staff member, sub suppliers, contractors etc. skills/accomplishments of those who will be working on these services (no more than ½ page per staff person). Maximum of forty (40) points total. Insufficient responses will be awarded zero (0) points.	40
Past Performance	Proof of four similar printing and signage installations your company has completed within the last 24-months. Requested event proof includes, but is not limited to major sporting events, multi cultural festival, and music festivals with attendance exceeding 20,000. Three (3) letters of reference from similar projects Maximum of thirty (30) points total. Insufficient responses will be awarded zero (0) points.	30
Total Price/ Form 1	TOTAL PRICE/Form 1 (The contractor submitting the lowest cost to the City shall receive the maximum number of points for cost, 30 points. Each sub-sequentially higher cost shall be divided into the lowest cost received and the products score percentage will be multiplied by the maximum points available to render the points.) Score = (Lowest Bid/The Bid) X 30	30
	Total	**100**

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

BID PROPOSAL
FORM 1

PRINTING AND INSTALLATION SERVICES FOR SPECIAL EVENTS

Description	Unit	Quantity	Unit Price	Extended Total
Reflective Material Asphalt- Alumigraphics Floor Film- outdoor	Square Foot	2000	$	$
Reflective Material- Vinyl Reflective Material- glass, walls, vehicles	Square Foot	2000	$	$
Custom Feather Flags- 3 oz , Polyester Fabric, Double Sided, Ground Stakes or Cross Stand base- 9'	Each	50	$	$
Custom Feather Flags- 3 oz , Polyester Fabric, Double Sided, Ground Stakes or Cross Stand base- 12'	Each	50	$	$
Custom Feather Flags- 3 oz , Polyester Fabric, Double Sided, Ground Stakes or Cross Stand base- 15'	Each	50	$	$
Custom Boxes- 6/6 Print, double sided, E Flute, 12x8x4	Each	1000	$	$
Custom Boxes- 6/6 Print, double sided, E Flute,10x8x3	Each	1000	$	$
Custom Boxes- 6/6 Print, double sided, E Flute, 14x10x5	Each	1000	$	$
Decals- Brightline Clear Gloss Vinyl or RTA cut, weeded	Square Foot	2500	$	$
Banner Cade- 48"x34" Single or double sided, 4/0, 12 0z, Matte Banner, Coroplast Frame, 4 mil, 47"x 95",	Each	50	$	$
Single Sided Print, Wide Format on 10oz - 12oz Matte Banner. Fully Hemmed. Grommets 3/8" #2 Black on Top, Bottom, Left, Right, Each 24 Inches, Full Bleed and Trimmed	Square Foot	14000	$	$

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

Single Sided Print, Wide Format on 9oz - 10oz Mesh Banner. Fully Hemmed. Grommets 3/8" #2 Black on Top, Bottom, Left, Right, Each 24 Inches, Full Bleed and Trimmed	Square Foot	10000	$	$
Single Sided Wide Format Flatbed Prints, E Flute Stock Material, Full Bleed and Trimmed	Square Foot	500	$	$
Single Sided Wide Format Flatbed Prints, C Flute Stock Material, Full Bleed and Trimmed	Square Foot	500	$	$
Single Sided Prints, Magnetic Stock Material, Full Bleed and Trimmed	Square Foot	200	$	$
Single Sided Prints, Exterior Floor Graphic High Traffic Area Stock Material, Full Bleed and Trimmed	Square Foot	1000	$	$
Single Sided Prints, Economy Low Tac Vinyl Stock Material, Full Bleed and Trimmed	Square Foot	1000	$	$
Single Sided Prints, Static Window Cling Stock Material, Full Bleed and Trimmed	Square Foot	700	$	$
Single Sided Prints, Drytac Clear PET Film Stock Material, Full Bleed and Trimmed	Square Foot	50	$	$
Single Sided Prints, Perforated Window Cling (50/50, 70/30, or 60/40 option) Stock Material, Full Bleed and Trimmed	Square Foot	1500	$	$
Single Sided Prints, Wide Format Flatbed Print on Styrene Stock Material, Full Bleed and Trimmed	Square Foot	300	$	$
Single Sided Print, Wide Format Flatbed Print on 4 - 6mil White Coroplast Stock Material, Full Bleed and Trimmed, Grommets 3/8" No.2 Black	Square Foot	5000	$	$
Single Sided Print, Wide Format Flatbed Print on 4 - 8mil White Foamcore Stock Material, Full Bleed and Trimmed	Square Foot	500	$	$
Single Sided Print, Wide Format Flatbed Print on 4 - 8mil White Sintra PVC Stock Material, Full Bleed and Trimmed	Square Foot	300	$	$
Commercial Grade Pop-Up Style Banner 30-34"W, 80"H, Full Color, Includes Stand and Case	Each	100	$	$

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

Pop-Up Replacement Banner 30-34"W, 80"+H, Full Color, Includes Installation into Stand	Each	100	$	$
H-Style Yard Sign Stakes	Each	500	$	$
Signage Installation	Hour	800	$	$
Signage Removal Hourly	Hour	800	$	$
Entries must be submitted to 1Cloud			**Total Annual Expense**	$

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

INSURANCE AND INDEMNIFICATION

INDEMNIFICATION:

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

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

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

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

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

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

INSURANCE REQUIREMENTS:

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

Insurance Coverages

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

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

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

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

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

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

Professional Liability (Errors & Omissions) $1,000,000 Per Claim/Aggregate

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured.

Docusign Envelope ID: E6B3BACB-DD44-4F01-BF14-8FEA928DB9AA

Additional Insured for General Liability shall be in a form no more restrictive than CG2026, Automobile Liability CA2048.

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

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

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

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

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

G. Certificates of Insurance. CONTRACTOR shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

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

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

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