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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: Job Order Contracting for General Construction ESC-15994-24

Requested Action/Authority:

Recommend approval of award to the highest scoring responsive, responsible pre-qualified bidders: Baker Consulting & Engineering, Warden Construction Corp., E. Vaughn Rivers Inc., and Johnson-Laux Construction. The terms of the contract will be two (2) years from date of award with three (3) one (1) year renewal options. Total expenditure not to exceed $4,000,000.00.

Justification/Explanation:

Each supplier will be awarded $1,000,000.00 and distributed by purchase order on an as-needed basis.

Legal Contract #:	TBD	Contract Date:	10/13/2024	Change Order/AMD #:	N/A	
PO/Release #:	TBD	Bid Date:	09/30/2024	Awarded Supplier:	See attached	
Licenses Verified:	Yes	Effective Date:	10/31/2024	Basis of Award:	Highest Evaluated	
Federally Funded:	N/A	No. Invited:	30	Responses Received:	14	Attachments:
Solicitation:	RFQ - ESC-15994 - 24			Procurement Contract #:	POA - TBD	
Executed By:	Office of General Counsel					

PoP:Base:	2 years	Options:	Three, one-year renewals	Extension(s):	N/A
JSEB Rec.:	Participation	%:	25	Bonds Waived Pursuant To:	N/A

Fund:	54101	Center:	155007	Acct:	534100	Proj:	000000	Activity:	00000000	$	4,000,000.00
Fund:		Center:		Acct:		Proj:		Activity:		$	
Fund:		Center:		Acct:		Proj:		Activity:		$	

New NTE/GMP:	$ 4,000,000.00	Contingent Amount:	$ 0.00	DMP/ODPO Amount:	$ 0.00

Using Agency/BU:	PWPB:PUBLIC_BUILDINGS			
Concurrence:	DocuSigned by: Roy Bibel FBA0E6E082164F6...	Title:	CHIEF OF PUBLIC BUILDINGS	10/21/2024
Concurrence:	DocuSigned by: Nina Sicker 1EFA223D5D23487...	Title:	DIRECTOR OF PUBLIC WORKS	10/23/2024
Concurrence:		Title:		
Concurrence:		Title:		

Procurement Analyst/Buyer:	Signed by: Kemp, Benjamin 17483D5CD0EE4C1...	Chief of Procurement:	DocuSigned by: B19F1D517352456... 10/28/2024
Name:	Kemp, Benjamin	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:

Initial DT

Initial DT

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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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Justification/Explanation

The bid for ESC-15994-24 (Job Order Contracting for General Construction) has closed and the RFP submissions were evaluated and scored. Public Buildings recommends RFP Submissions with a score of 85 or higher to be awarded the bid. The Bidders with a score of 85 and higher are listed below. The not-to-exceed for each Bidder will be $1,000,000.00 for a total not-to-exceed of $4,000,000.00 for ESC-15994-24.

Baker Consulting & Engineering: Score 97.33
Warden Construction Corporation: Score 96.77
E. Vaughan Rivers, Inc.: Score 89.93
Johnson-Laux Construction: Score 85.36

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Award Solicitation: JOB ORDER CONTRACTING FOR GENERAL CONSTRUCTION

Solicitation **RFP - Non-Construction 15984 24_2**	Responses Received **14**	Invited Suppliers **20**
Procurement ID **CO2 Bc**	Active Responses **14**	Will Participate **14**
Close Date **01/02/2024 10:00**	Downloaded Responses **14**	Responded **14**
Solicitation Summary **1000**		

Line Summary

Line	Item	Item Revision	Supplier	Business Relationship	UOM	Estimated Quantity	Estimated Total Amount Hard	Agreed Quantity	Rank	Response Price	Score	Response Minimum Release Amount	Supplier Site	Response	Target Minimum Release Amount	Category Name	Line Type
Line Desc-Outsourcing: Please insert $1 in price and e			Alaska LLC	Spend Authorized			No		1	1.00	100.00	1.00	Alaska/Bacon	41400		410 Or Building Construction Dec 20	Labors
Line Desc-Outsourcing: Please insert $1 in price and e			Alpine Contracting & Engineering, Inc.	Spend Authorized			No		2	1.00	100.00	1.00	Alaska/Bacon	41400		410 Or Building Construction Dec 20	Labors
Line Desc-Outsourcing: Please insert $1 in price and e			B. Vaughan Woods, Inc.	Spend Authorized			No		3	1.00	100.00	1.00	Alaska/Bacon	41400		410 Or Building Construction Dec 20	Labors
Line Desc-Outsourcing: Please insert $1 in price and e			CG LLC	Spend Authorized			No		4	1.00	100.00	1.00	Alaska/Bacon	41400		410 Or Building Construction Dec 20	Labors
Line Desc-Outsourcing: Please insert $1 in price and e			Copright Construction Alaska	Spend Authorized			No		5	1.00	100.00	1.00		41400		410 Or Building Construction Dec 20	Labors
Line Desc-Outsourcing: Please insert $1 in price and e			Eric Fielding & Associates Inc.	Spend Authorized			No		6	1.00	100.00	1.00	Alaska/Bacon	41400		410 Or Building Construction Dec 20	Labors
Line Desc-Outsourcing: Please insert $1 in price and e			Hagel Construction Company	Spend Authorized			No		7	1.00	100.00	1.00	Alaska/Bacon	41400		410 Or Building Construction Dec 20	Labors
Line Desc-Outsourcing: Please insert $1 in price and e			Hoyle Construction	Spend Authorized			No		8	1.00	100.00	1.00		41400		410 Or Building Construction Dec 20	Labors
Line Desc-Outsourcing: Please insert $1 in price and e			Mike Dimmick	Spend Authorized			No		9	241.00	100.00	241.00	Fairbanks	41400		410 Or Building Construction Dec 20	Labors
Line Desc-Outsourcing: Please insert $1 in price and e			Norton Construction Corporation	Spend Authorized			No		10	1.00	100.00	1.00	Alaska/Bacon	41400		410 Or Building Construction Dec 20	Labors

Last Downloaded **10/05/2024 14:18**

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Award Solicitation: JOB ORDER CONTRACTING FOR GENERAL CONSTRUCTION

Solicitation **RFP - Non-Construction 1599**	Responses Received **14**	Invited Suppliers **30**
Procurement BU **COJ BU**	Active Responses **10**	Will Participate **16**
Close Date **9/30/2024 16:00**	Shortlisted Responses **10**	Responded **10**
Solicitation Currency **USD**		

Overview

	Arkest LLC Response: 434061	Baker Consulting & Engineering, LLC Response: 434024	E. Vaughan Rivers, Inc. Response: 434051	ERS CORP Response: 433991	Foresight Construction Group Response: 434071	GEC Trucking & Construction Inc Response: 434004	Hager Construction Company Response: 433981	Johnson-Laux Construction Response: 434075	ONAS Corporation Response: 434080	Warden Construction Corporation Response: 434072
Business Relationship	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized	Prospective	Spend Authorized	Spend Authorized
Supplier Site	Order/Remit	Order/Remit	Order/Remit	Order/Remit		Order/Remit	Order/Remit		Ordering	Order/Remit
Supplier Contact	Caldera, Rafael	Valasek, Kellie	Rivers, Jennifer	ANDERSON, Christina	Barroso, Cesar	Carter, Gene	Bochnia, Kim	Rogers, Brandi	Simpson, Donna	Lagimoniere, Greg
Response Status	Active	Active	Active	Active	Active	Active	Active	Active	Active	Active
Shortlist Status	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Response Amount	1.30	1.00	1.00	1.00	1.00	1.00	1.00	1.00	245.50	1.00
Overall Rank	9	8	1	5	7	6	3	4	10	2
Total Award Amount										
Time of Response	9/30/2024 14:26	9/30/2024 15:49	9/30/2024 10:30	9/30/2024 13:51	9/30/2024 15:44	9/30/2024 15:26	9/30/2024 13:07	9/30/2024 13:29	9/30/2024 15:17	9/30/2024 12:56
Response Valid Until										
Reference Number										
Note to Buyer										
Attachments	Yes	No	Yes	Yes	No	Yes	Yes	No	No	No

Requirements (View Scoring Criteria)

Requirement	Target Value	Arkest LLC Response: 434061	Baker Consulting & Engineering, LLC Response: 434024	E. Vaughan Rivers, Inc. Response: 434051	ERS CORP Response: 433991	Foresight Construction Group Response: 434071	GEC Trucking & Construction Inc Response: 434004	Hager Construction Company Response: 433981	Johnson-Laux Construction Response: 434075	ONAS Corporation Response: 434080	Warden Construction Corporation Response: 434072
Total Score		**66.14**	**97.33**	**89.93**	**79.87**	**76.13**	**56.56**	**48.61**	**85.36**	**50.71**	**96.77**
1. Affirmation (Preliminary Response Stage)											
1. Type name and title of person submitting bid in the comments box.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
Comments		RAFAEL CALDERA	Kim Vojtech kvojtech@bdbjax.com	Jennifer Rivers, Secretary	John Anderson, Sr.	Juan Segarra, President/CEO	Gene E. Carter, Sr	John W Hager, President	Kevin Johnson - President	Bandele Onasanya	Gregory J Lagimoniere
2. Type name of company in the comments box.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
Comments		ARKEST LLC	Baker Consulting & Engineering, LLC, dba, Baker Design Build	E. Vaughan Rivers, Inc.	ERS, Corp.	Foresight Construction Group, Inc.	GEC Trucking & Construction, Inc	Hager Construction Company	Johnson-Laux Construction, LLC	ONAS Corporation	Warden Construction Corporation
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	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	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	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	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	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	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.	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.	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.	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.	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.
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	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
Attachments					Yes	Yes	Yes	Yes	Yes	Yes	Yes
8. Electronic Signature: I understand this acknowledgment serves as my electronic signature and has the same force and effect as my manual signature.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
Attachments			Yes								
2. General Requirements (Preliminary Response Stage)											
1. Scope of Services: The Procurement of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s) or service(s) as outlined in the bid documents provided. See the attachment(s) for additional information. Work consists of furnishing all labor, materials, and equipment and performing all operations necessary for construction of the Detailed Scope of Work set forth in individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time. The Contractor will be required to perform Work at any site or facility under the jurisdiction of the City. The Work will primarily involve repairs, renovations and remodeling of City owned buildings, including building systems; however, horizontal Work such as roads, paving, sidewalks, drainage, curbs and wheelchair ramp cuts may also be included.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
Attachments		Yes								Yes	
2. Specifications: Provide all items or services as identified on each line or identified below in accordance with all other Terms and Conditions specified herein. See the attachment(s) for additional information.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
Attachments		Yes	Yes			Yes	Yes	Yes	Yes	Yes	
3. Bidders should submit or comply with the following requirements. Failure to submit any of these requirements may be grounds for rejection. a. Supplier shall provide proof of applicable local business license if located within Duval County.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
Attachments					Yes	Yes	Yes	Yes	Yes	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	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
Attachments		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5. 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-		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge

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	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 only RFP Title, RFP Number, Contractor's full name, address, phone number. 2) Cover Letter: Include only the following: · Date of Letter. · RFP Title and Number · Bidder's full name, address and phone number. · Names of the persons who will be authorized to make representations for the Bidder, their titles, addresses (including email address) and telephone numbers. · Bidder's Federal Employer ID Number. · Acknowledgement that (i) the Response is based on the terms set forth in the RFQ and all amendments thereto posted on City's website as of the date of the Response, and (ii) the Bidder will be responsible for monitoring City's website for subsequent amendments and for either maintaining, amending, or withdrawing the Response prior to the Response Due Date based on those subsequent amendments. · Signature of Authorized Representative. 3) Required Forms. Attach all forms identified in requirements section. Examples of forms that may be required include: · Business References. (if requested) · Equal Business Opportunity Program Forms (if requested). · Proposal Bond (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.											
	Attachments		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3.	**Evaluation Criteria - Preliminary Response Stage (Prelim**												
	Score		**66.14**	**97.33**	**89.93**	**79.87**	**76.13**	**56.56**	**48.61**	**85.36**	**50.71**	**96.77**
1.	Company Profile & Safety Record (20 Points) 1. Cover Letter: A cover letter must be signed by an authorized representative of the Bidder. The cover letter must contain commitments: 1) to the firm's ability to provide the services described in the Contract Documents, 2) to ensure sufficient staffing capacity to procure individual projects through the issuance of the Purchase Order and to manage construction through project close-out, and 3) to quick resolution of any procurement or construction related issues negatively impacting the performance of the Work. 2. Complete Attachment A 3. Evidence that the Bidder is legally qualified to contract for and perform the project. 4. Insurance Letter: Attach a letter from the Bidder's insurance company, on the insurance carrier's letterhead, stating the Bidder's Experience Modification Rate (EMR) for the past three calendar years: 2023, 2022, and 2021. 5. If, during any year, the EMR is greater than 1.0, attach an additional sheet explaining the reason why the EMR is greater than 1.0 and steps taken to reduce the EMR. 6. Bonding Company Letter: Attach a letter from the Bidder's bonding company that states ALL of the following: 1) Name of the Surety, 2) Your		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge

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	Bonding Capacity (aggregate dollar amount), 3) The current amount of bonding outstanding, 4) how long the bonding company has been providing bonds, and 5) a statement that the Surety will provide Contract Bonds if the Bidder is awarded											
	Attachments		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Score		13.44	18.33	18.67	19.00	16.00	7.22	10.33	18.67	14.67	19.33
2.	Comparable Construction Experience (30 Points) The City is seeking to obtain the services of experienced construction contractors with work experience with public agencies. Prime Contracting experience is preferred. If necessary, use an additional sheet to describe this project, clearly indicating the scope of work for which you were responsible. Additional sheets containing more information about the project and/or pictures are not required but may be submitted at the Bidder's discretion. Submit projects that have achieved final acceptance after January 1, 2019. Proposers with less experience will be considered but will be scored accordingly. 1. Five repair or rehabilitation projects whose final value including change orders is equal to or less than $50,000. Complete Attachment B for each Project under this category. 2. Five repair or rehabilitation projects whose final value including change orders is between $50,000 and $250,000. Complete Attachment C for each Project under this category. 3. Five repair or rehabilitation projects whose final value including change orders is greater than $250,000. Complete Attachment D for each Project under this		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
	Attachments		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Score		17.00	29.00	29.33	23.33	21.00	19.00	21.67	29.00	20.00	29.67
3.	Key Personnel (10 Points) The City is seeking to have the Contract administered by personnel with extensive construction experience. For each position below, complete the appropriate JOC Form and attach a resume. 1. Project Manager: Complete Attachment E and attach a resume for the lead Project Manager proposed. 2. General Field Superintendent: Complete Attachment F and attach a resume for the lead General Field Superintendent proposed. Note: The key personnel submitted with the Bid shall be assigned to the Contract for the full duration of the Contract. The Bidder must obtain the City's prior approval before substituting any of the key personnel proposed with this Contract		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
	Attachments		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Score		7.00	10.00	10.00	8.33	7.67	7.33	7.00	9.67	7.00	10.00
4.	Historical JSEB Participation (10 Points) The City encourages all Contractors to achieve a high level of JSEB participation and to meet or exceed the JSEB Contract goals wherever possible. Insert a narrative and include support documentation detailing the Bidder's JSEB participation on recently completed Contracts.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
	Score		6.67	10.00	9.00	6.67	9.33	6.67	6.67	5.00	6.67	9.33
5.	Price (30 Points) Each Bidder must complete Bid Proposal Form (2.4) by submitting five (5) Adjustment Factors in order to be considered responsive. 1. The Adjustment Factors are as follows: • Non-Secure Areas - Normal Working Hours Adjustment Factor: For Work in Non-Secure Areas, Monday through Friday 7:00 am to 5:00 pm except City holidays. • Non-Secure Areas - Other Than Normal Working Hours Adjustment Factor: For Work in Non-Secure Areas, Monday through Friday 5:01 pm to 6:59 am and all-day Saturday, Sunday and City holidays. • Secure Areas - Normal Working Hours Adjustment Factor: For Work in Secure Areas, Monday through Friday 7:00 am to 5:00 pm except City holidays. • Secure Areas - Other Than Normal Working Hours Adjustment Factor: For Work in Secure Areas, Monday through Friday 5:01 pm to 6:59 am and all-day Saturday, Sunday and City holidays. • Non-Prepriced Adjustment Factor: For Non-Prepriced Work. 2. The Non-Secure Areas - Other Than Normal Working Hours Adjustment Factor must be equal to or greater than the Non-Secure Areas Normal Working Hours Adjustment Factor 3. The Secure Areas - Other Than Normal Working Hours Adjustment Factor must be equal to or greater than the Secure Areas - Normal Working Hours Adjustment Factor. 4. The Non-Prepriced Adjustment Factor must be equal to or greater than 1.0000. 5. For evaluation purposes only, the following work distributions shall be used to determine the Award Criteria Figure: - Non-Secure Areas, Normal Working Hours 40%- Non-Secure Areas, Other than Normal Working Hours 20% - Secure Areas, Other than Normal Working Hours 10% - Non-Prepriced 10% 6. All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge

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Score			22.03		30.00		22.93		22.54		22.13		16.33		2.94		23.03		2.37		28.43

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Award Solicitation: JOB ORDER CONTRACTING FOR GENERAL CONSTRUCTION

Solicitation **RFP - Non-Construction 15994-24,2**	Responses Received **14**	Invited Suppliers **30**
Procurement BU **COJ BU**	Active Responses **10**	Will Participate **16**
Close Date **9/30/2024 16:00**	Shortlisted Responses **10**	Responded **10**
Solicitation Currency **USD**		

Lines

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

1 Job Order Contracting. Please inset $1 in price and complete the attached price sheet

Line Type **Dollars**
Category Name **909.30 Building Construction (Not Otherwise Classifiec**
Start Price
Current Price
Estimated Total Amount
Award Amount
Savings
Savings

	Target Value	Arkest LLC Response: 434061	Baker Consulting & Engineering, LLC Response: 434024	E. Vaughan Rivers, Inc. Response: 434051	ERS CORP Response: 433991	Foresight Construction Group Response: 434071	GEC Trucking & Construction Inc Response: 434004	Hager Construction Company Response: 433981	Johnson-Laux Construction Response: 434075	ONAS Corporation Response: 434080	Warden Construction Corporation Response: 434072
Business Relationship		Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized	Prospective	Spend Authorized	Spend Authorized
Supplier Site		Order/Remit	Order/Remit	Order/Remit	Order/Remit		Order/Remit	Order/Remit		Ordering	Order/Remit
Response Status		Active	Active	Active	Active	Active	Active	Active	Active	Active	Active
Shortlist Status		Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Rank		9	8	1	5	7	6	3	4	10	2
Line Pricing											
Response Price		1.30	1.00	1.00	1.00	1.00	1.00	1.00	1.00	245.50	1.00
Unit Price Savings											
Unit Price Savings Percent											
Award Decision											
Award		No	No	No	No	No	No	No	No	No	No
Award Amount											
Note to Buyer											
Attachments		No	No	No	No	No	No	No	No	No	No

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Award Solicitation: JOB ORDER CONTRACTING FOR GENERAL CONSTRUCTION

Solicitation **RFP - Non-Construction 15994-24**	Responses Received **14**	Invited Suppliers **30**
Procurement BU **COJ BU**	Active Responses **10**	Will Participate **16**
Close Date **9/30/2024 16:00**	Shortlisted Responses **10**	Responded **10**
Solicitation Currency **USD**		

Requirements Scoring

Requirements

Requirement		Acceptable Values	Score	Maximum Score
3.	**Evaluation Criteria - Preliminary Response Stage (Preliminary Response Stage)**			**100**
1.	Company Profile & Safety Record (20 Points) 1. Cover Letter: A cover letter must be signed by an authorized representative of the Bidder. The cover letter must contain commitments: 1) to the firm's ability to provide the services described in the Contract Documents, 2) to ensure sufficient staffing capacity to procure individual projects through the issuance of the Purchase Order and to manage construction through project close-out, and 3) to quick resolution of any procurement or construction related issues negatively impacting the performance of the Work. 2. Complete Attachment A 3. Evidence that the Bidder is legally qualified to contract for and perform the project. 4. Insurance Letter: Attach a letter from the Bidder's insurance company, on the insurance carrier's letterhead, stating the Bidder's Experience Modification Rate (EMR) for the past three calendar years: 2023, 2022, and 2021. 5. If, during any year, the EMR is greater than 1.0, attach an additional sheet explaining the reason why the EMR is greater than 1.0 and steps taken to reduce the EMR. 6. Bonding Company Letter: Attach a letter from the Bidder's bonding company that states ALL of the following: 1) Name of the Surety, 2) Your Bonding Capacity (aggregate dollar amount), 3) The current amount of bonding outstanding, 4) how long the bonding company has been providing bonds, and 5) a statement that the Surety will provide Contract Bonds if the Bidder is awarded a Contract..	a. Acknowledge		20
2.	Comparable Construction Experience (30 Points) The City is seeking to obtain the services of experienced construction contractors with work experience with public agencies. Prime Contracting experience is preferred. If necessary, use an additional sheet to describe this project, clearly indicating the scope of work for which you were responsible. Additional sheets containing more information about the project and/or pictures are not required but may be submitted at the Bidder's discretion. Submit projects that have achieved final acceptance after January 1, 2019. Proposers with less experience will be considered but will be scored accordingly. 1. Five repair or rehabilitation projects whose final value including change orders is equal to or less than $50,000. Complete Attachment B for each Project under this category. 2. Five repair or rehabilitation projects whose final value including change orders is between $50,000 and $250,000. Complete Attachment C for each Project under this category. 3. Five repair or rehabilitation projects whose final value including change orders is greater than $250,000. Complete Attachment D for each Project under this category.	a. Acknowledge		30
3.	Key Personnel (10 Points) The City is seeking to have the Contract administered by personnel with extensive construction experience. For each position below, complete the appropriate JOC Form and attach a resume. 1. Project Manager: Complete Attachment E and attach a resume for the lead Project Manager proposed. 2. General Field Superintendent: Complete Attachment F and attach a resume for the lead General Field Superintendent proposed. Note: The key personnel submitted with the Bid shall be assigned to the Contract for the full duration of the Contract. The Bidder must obtain the City's prior approval before substituting any of the key personnel proposed with this Contract.	a. Acknowledge		10
4.	Historical JSEB Participation (10 Points) The City encourages all Contractors to achieve a high level of JSEB participation and to meet or exceed the JSEB Contract goals wherever possible. Insert a narrative and include support documentation detailing the Bidder's JSEB participation on recently completed Contracts.	a. Acknowledge		10
5.	Price (30 Points) Each Bidder must complete Bid Proposal Form (2.4) by submitting five (5) Adjustment Factors in order to be considered responsive. 1. The Adjustment Factors are as follows: • Non-Secure Areas - Normal Working Hours Adjustment Factor: For Work in Non-Secure Areas, Monday through Friday 7:00 am to 5:00 pm except City holidays. • Non-Secure Areas - Other Than Normal Working Hours Adjustment Factor: For Work in Non-Secure Areas, Monday through Friday 5:01 pm to 6:59 am and all-day Saturday, Sunday and City holidays. • Secure Areas - Normal Working Hours Adjustment Factor: For Work in Secure Areas, Monday through Friday 7:00 am to 5:00 pm except City holidays. • Secure Areas - Other Than Normal Working Hours Adjustment Factor: For Work in Secure Areas, Monday through Friday 5:01 pm to 6:59 am and all-day Saturday, Sunday and City holidays. • Non-Prepriced Adjustment Factor: For Non-Prepriced Work. 2. The Non-Secure Areas - Other Than Normal Working Hours Adjustment Factor must be equal to or greater than the Non-Secure Areas Normal Working Hours Adjustment Factor 3. The Secure Areas - Other Than Normal Working Hours Adjustment Factor must be equal to or greater than the Secure Areas - Normal Working Hours Adjustment Factor. 4. The Non-Prepriced Adjustment Factor must be equal to or greater than 1.0000. 5. For evaluation purposes only, the following work distributions shall be used to determine the Award Criteria Figure: - Non-Secure Areas, Normal Working Hours 40%- Non-Secure Areas, Other than Normal Working Hours 20% - Secure Areas, Other than Normal Working Hours 10% - Non-Prepriced 10% 6. All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.	a. Acknowledge		30

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Award Solicitation: JOB ORDER CONTRACTING FOR GENERAL CONSTRUCTION

Solicitation **RFP - Non-Construction 15994-2**	Responses Received **14**	Invited Suppliers **30**
Procurement BU **COJ BU**	Active Responses **10**	Will Participate **16**
Close Date **9/30/2024 16:00**	Shortlisted Responses **10**	Responded **10**
Solicitation Currency **USD**		

Overview

	Baker Consulting & Engineering, LLC Response: 434024	E. Vaughan Rivers, Inc. Response: 434051	Johnson-Laux Construction Response: 434075	Warden Construction Corporation Response: 434072
Business Relationship	Spend Authorized	Spend Authorized	Prospective	Spend Authorized
Supplier Site	Order/Remit	Order/Remit		Order/Remit
Supplier Contact	Valasek, Kellie	Rivers, Jennifer	Rogers, Brandi	Lagimoniere, Greg
Response Status	Active	Active	Active	Active
Shortlist Status	Included	Included	Included	Included
Response Amount	1.00	1.00	1.00	1.00
Overall Rank	8	1	4	2
Total Award Amount				
Time of Response	9/30/2024 15:49	9/30/2024 10:30	9/30/2024 13:29	9/30/2024 12:56
Response Valid Until				
Reference Number				
Note to Buyer				
Attachments	No	Yes	No	No

Requirements (View Scoring Criteria)

Requirement	Target Value	Baker Consulting & Engineering, LLC Response: 434024	E. Vaughan Rivers, Inc. Response: 434051	Johnson-Laux Construction Response: 434075	Warden Construction Corporation Response: 434072
Total Score		**97.33**	**89.93**	**85.36**	**96.77**
1. Affirmation (Preliminary Response Stage)					
1. Type name and title of person submitting bid in the comments box.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
Comments		Kim Vojtech kvojtech@bdbjax.com	Jennifer Rivers, Secretary	Kevin Johnson - President	Gregory J Lagimoniere
2. Type name of company in the comments box.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
Comments		Baker Consulting & Engineering, LLC, dba, Baker Design Build	E. Vaughan Rivers, Inc.	Johnson-Laux Construction, LLC	Warden Construction Corporation
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	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	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	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.	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.
7. Equal Business Opportunity Program: Pursuant to Part 6 of Chapter		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge

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	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				Yes	Yes
8.	Electronic Signature: I understand this acknowledgment serves as my electronic signature and has the same force and effect as my manual signature.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
	Attachments		Yes			
2.	**General Requirements (Preliminary Response Stage)**					
1.	Scope of Services: The Procurement of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s) or service(s) as outlined in the bid documents provided. See the attachment(s) for additional information. Work consists of furnishing all labor, materials, and equipment and performing all operations necessary for construction of the Detailed Scope of Work set forth in individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time. The Contractor will be required to perform Work at any site or facility under the jurisdiction of the City. The Work will primarily involve repairs, renovations and remodeling of City owned buildings, including building systems; however, horizontal Work such as roads, paving, sidewalks, drainage, curbs and wheelchair ramp cuts may also be included.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
	Attachments					
2.	Specifications: Provide all items or services as identified on each line or identified below in accordance with all other Terms and Conditions specified herein. See the attachment(s) for additional information.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
	Attachments		Yes		Yes	
3.	Bidders should submit or comply with the following requirements. Failure to submit any of these requirements may be grounds for rejection. a. Supplier shall provide proof of applicable local business license if located within Duval County.		a. Acknowledge	a. Acknowledge	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	a. Acknowledge	a. Acknowledge
	Attachments		Yes	Yes	Yes	Yes
5.	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		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge

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30 pages, including 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.

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	Attachments		Yes	Yes	Yes	Yes
3.	**Evaluation Criteria - Preliminary Response Stage (Preliminary Re**					
	Score		**97.33**	**89.93**	**85.36**	**96.77**
1.	Company Profile & Safety Record (20 Points) 1. Cover Letter: A cover letter must be signed by an authorized representative of the Bidder. The cover letter must contain commitments: 1) to the firm's ability to provide the services described in the Contract Documents, 2) to ensure sufficient staffing capacity to procure individual projects through the issuance of the Purchase Order and to manage construction through project close-out, and 3) to quick resolution of any procurement or construction related issues negatively impacting the performance of the Work. 2. Complete Attachment A 3. Evidence that the Bidder is legally qualified to contract for and perform the project. 4. Insurance Letter: Attach a letter from the Bidder's insurance company, on the insurance carrier's letterhead, stating the Bidder's Experience Modification Rate (EMR) for the past three calendar years: 2023, 2022, and 2021. 5. If, during any year, the EMR is greater than 1.0, attach an additional sheet explaining the reason why the EMR is greater than 1.0 and steps taken to reduce the EMR. 6. Bonding Company Letter: Attach a letter from the Bidder's bonding company that states ALL of the following: 1) Name of the Surety, 2) Your Bonding Capacity (aggregate dollar amount), 3) The current amount of bonding outstanding, 4) how long the bonding company has been providing bonds, and 5) a		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge

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	long the bonding company has been providing bonds, and 5) a statement that the Surety will provide Contract Bonds if the Bidder is awarded a Contract..								
	Attachments		Yes		Yes		Yes		Yes
	Score			18.33		18.67		18.67		19.33
2.	Comparable Construction Experience (30 Points) The City is seeking to obtain the services of experienced construction contractors with work experience with public agencies. Prime Contracting experience is preferred. If necessary, use an additional sheet to describe this project, clearly indicating the scope of work for which you were responsible. Additional sheets containing more information about the project and/or pictures are not required but may be submitted at the Bidder's discretion. Submit projects that have achieved final acceptance after January 1, 2019. Proposers with less experience will be considered but will be scored accordingly. 1. Five repair or rehabilitation projects whose final value including change orders is equal to or less than $50,000. Complete Attachment B for each Project under this category. 2. Five repair or rehabilitation projects whose final value including change orders is between $50,000 and $250,000. Complete Attachment C for each Project under this category. 3. Five repair or rehabilitation projects whose final value including change orders is greater than $250,000. Complete Attachment D for each Project under this category.		a. Acknowledge		a. Acknowledge		a. Acknowledge		a. Acknowledge
	Attachments		Yes		Yes		Yes		Yes
	Score			29.00		29.33		29.00		29.67
3.	Key Personnel (10 Points) The City is seeking to have the Contract administered by personnel with extensive construction experience. For each position below, complete the appropriate JOC Form and attach a resume. 1. Project Manager: Complete Attachment E and attach a resume for the lead Project Manager proposed. 2. General Field Superintendent: Complete Attachment F and attach a resume for the lead General Field Superintendent proposed. Note: The key personnel submitted with the Bid shall be assigned to the Contract for the full duration of the Contract. The Bidder must obtain the City's prior approval before substituting any of the key personnel proposed with this Contract.		a. Acknowledge		a. Acknowledge		a. Acknowledge		a. Acknowledge
	Attachments		Yes		Yes		Yes		Yes
	Score			10.00		10.00		9.67		10.00
4.	Historical JSEB Participation (10 Points) The City encourages all Contractors to achieve a high level of JSEB participation and to meet or exceed the JSEB Contract goals wherever possible. Insert a narrative and include support documentation detailing the Bidder's JSEB participation on recently completed Contracts		a. Acknowledge		a. Acknowledge		a. Acknowledge		a. Acknowledge

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	Bidder's JSEB participation on recently completed Contracts.								
	Score			10.00		9.00		5.00	9.33
5.	Price (30 Points) Each Bidder must complete Bid Proposal Form (2.4) by submitting five (5) Adjustment Factors in order to be considered responsive. 1. The Adjustment Factors are as follows: • Non-Secure Areas - Normal Working Hours Adjustment Factor: For Work in Non-Secure Areas, Monday through Friday 7:00 am to 5:00 pm except City holidays. • Non-Secure Areas - Other Than Normal Working Hours Adjustment Factor: For Work in Non-Secure Areas, Monday through Friday 5:01 pm to 6:59 am and all-day Saturday, Sunday and City holidays. • Secure Areas - Normal Working Hours Adjustment Factor: For Work in Secure Areas, Monday through Friday 7:00 am to 5:00 pm except City holidays. • Secure Areas - Other Than Normal Working Hours Adjustment Factor: For Work in Secure Areas, Monday through Friday 5:01 pm to 6:59 am and all-day Saturday, Sunday and City holidays. • Non-Prepriced Adjustment Factor: For Non-Prepriced Work. 2. The Non-Secure Areas - Other Than Normal Working Hours Adjustment Factor must be equal to or greater than the Non-Secure Areas Normal Working Hours Adjustment Factor 3. The Secure Areas - Other Than Normal Working Hours Adjustment Factor must be equal to or greater than the Secure Areas - Normal Working Hours Adjustment Factor. 4. The Non-Prepriced Adjustment Factor must be equal to or greater than 1.0000. 5. For evaluation purposes only, the following work distributions shall be used to determine the Award Criteria Figure: - Non-Secure Areas, Normal Working Hours 40%- Non-Secure Areas, Other than Normal Working Hours 20% - Secure Areas, Other than Normal Working Hours 10% - Non-Prepriced 10% 6. All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.		a. Acknowledge		a. Acknowledge		a. Acknowledge		a. Acknowledge

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Score			30.00		22.93		23.03		28.43

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JOB ORDER CONTRACTING SERVICES FOR GENERAL CONSTRUCTION

SECTION 3 PROPOSAL

TO: THE CITY OF JACKSONVILLE, FLORIDA

FROM: Johnson-Laux Construction, LLC

In accordance with the Invitation to Bid to perform Job Order Contracting Services for General Construction for the City of Jacksonville, Florida, subject to the Contract Documents, and Addenda thereto, if any, all of which are made a part of this Proposal.

Bidder shall set forth Adjustment Factors in legible figures in the respective space provided. Failure to submit all Adjustment Factors may result in the Proposal being deemed non-responsive. Bidder shall perform the tasks required by each individual Job Order using the following Adjustment Factors:

	Adjustment Factor Name	Adjustment Factor Bid	X Weighted Multiplier	Extended Total
1	**Non-Secure Areas** - Normal Working Hours	1.1450	X 0.40	0.4580
2	**Non-Secure Areas** - Other than Normal Working Hours	1.1451	X 0.20	0.2290
3	**Secure Areas** - Normal Working Hours	1.1452	X 0.20	0.2290
4	**Secure Areas** - Other than Normal Working Hours	1.1453	X 0.10	0.1145
5	Non-Prepriced Adjustment Factor	1.2121	X 0.10	0.1212
6	Add all the Total amounts in the right column. **The Sum of these Total amounts is the Award Criteria Figure.**			1.1517

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JOB ORDER CONTRACTING SERVICES FOR GENERAL CONSTRUCTION

SECTION 3 PROPOSAL

TO: THE CITY OF JACKSONVILLE, FLORIDA

FROM: E. Vaughan Rivers, Inc.

In accordance with the Invitation to Bid to perform Job Order Contracting Services for General Construction for the City of Jacksonville, Florida, subject to the Contract Documents, and Addenda thereto, if any, all of which are made a part of this Proposal.

Bidder shall set forth Adjustment Factors in legible figures in the respective space provided. Failure to submit all Adjustment Factors may result in the Proposal being deemed non-responsive. Bidder shall perform the tasks required by each individual Job Order using the following Adjustment Factors:

	Adjustment Factor Name	Adjustment Factor Bid	X Weighted Multiplier	Extended Total
1	**Non-Secure Areas** - Normal Working Hours	1.19	X 0.40	0.476
2	**Non-Secure Areas** - Other than Normal Working Hours	1.21	X 0.20	0.242
3	**Secure Areas** - Normal Working Hours	1.22	X 0.20	0.244
4	**Secure Areas** - Other than Normal Working Hours	1.24	X 0.10	0.124
5	Non-Prepriced Adjustment Factor	1.21	X 0.10	0.121
6	Add all the Total amounts in the right column. **The Sum of these Total amounts is the Award Criteria Figure.**			1.207

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JOB ORDER CONTRACTING SERVICES FOR GENERAL CONSTRUCTION

SECTION 3 PROPOSAL

TO: THE CITY OF JACKSONVILLE, FLORIDA

FROM: Baker Consulting & Engineering LLC, dba, Baker Design Build_____

In accordance with the Invitation to Bid to perform Job Order Contracting Services for General Construction for the City of Jacksonville, Florida, subject to the Contract Documents, and Addenda thereto, if any, all of which are made a part of this Proposal.

Bidder shall set forth Adjustment Factors in legible figures in the respective space provided. Failure to submit all Adjustment Factors may result in the Proposal being deemed non-responsive. Bidder shall perform the tasks required by each individual Job Order using the following Adjustment Factors:

	Adjustment Factor Name	Adjustment Factor Bid	X Weighted Multiplier	Extended Total
1	**Non-Secure Areas** - Normal Working Hours	1._____	X 0.40	__._____
2	**Non-Secure Areas** - Other than Normal Working Hours	1 __._____	X 0.20	__._____
3	**Secure Areas** - Normal Working Hours	1 __._____	X 0.20	__._____
4	**Secure Areas** - Other than Normal Working Hours	1 __._____	X 0.10	__._____
5	Non-Prepriced Adjustment Factor	1 __._____	X 0.10	__._____
6	Add all the Total amounts in the right column. **The Sum of these Total amounts is the Award Criteria Figure.**			__._____

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JOB ORDER CONTRACTING SERVICES FOR GENERAL CONSTRUCTION

SECTION 3 PROPOSAL

TO: THE CITY OF JACKSONVILLE, FLORIDA

FROM: Warden Construction Corporation

In accordance with the Invitation to Bid to perform Job Order Contracting Services for General Construction for the City of Jacksonville, Florida, subject to the Contract Documents, and Addenda thereto, if any, all of which are made a part of this Proposal.

Bidder shall set forth Adjustment Factors in legible figures in the respective space provided. Failure to submit all Adjustment Factors may result in the Proposal being deemed non-responsive. Bidder shall perform the tasks required by each individual Job Order using the following Adjustment Factors:

	Adjustment Factor Name	Adjustment Factor Bid	X Weighted Multiplier	Extended Total
1	**Non-Secure Areas** - Normal Working Hours	1.01	X 0.40	0.40
2	**Non-Secure Areas** - Other than Normal Working Hours	1.04	X 0.20	0.21
3	**Secure Areas** - Normal Working Hours	1.11	X 0.20	0.22
4	**Secure Areas** - Other than Normal Working Hours	1.14	X 0.10	0.11
5	Non-Prepriced Adjustment Factor	1.17	X 0.10	0.12
6	Add all the Total amounts in the right column. **The Sum of these Total amounts is the Award Criteria Figure.**			1.06

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A NEW DAY.

Bid Specifications

for

JOB ORDER CONTRACTING FOR GENERAL CONSTRUCTION

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

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

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

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

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1 Overview

1.1 General Information

Title	**JOB ORDER CONTRACTING FOR GENERAL CONSTRUCTION**		
Synopsis	**JOB ORDER CONTRACTING FOR GENERAL CONSTRUCTION**		
Buyer	**Benjamin Kemp**	Outcome	**Contract Purchase Agreement**
E-Mail	**BKemp@coj.net**	Two Stage Evaluation	**Yes**

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

1.2 Schedule

Preview Date		Open Date	**8/28/24 4:08 PM**
Close Date	**9/30/24 4:00 PM**	Award Date	
Time Zone	**Eastern Standard Time**		
Pre-Bid Conference Location	**Microsoft Teams Meeting: Meeting ID: 226 600 584 107 Passcode: oGGuKr**		
Pre-Bid Date/Time	**9/10/2024 @2:00 pm**		
Question Cutoff Date/Time	**9/20/2024 @5:00pm**		

1.3 Negotiation Controls

Response Visibility	**Sealed**

Lines Settings

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

1.4 Response Rules

This negotiation is governed by all the rules displayed below.

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

1.5 Terms

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

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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.

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Attachments:

File Name or URL	Type	Description
CONFLICT OF INTEREST CERTIFICA	File	

Select one of the following:-

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

☐ 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 Re	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*(Response attachments are optional)*

2.2 General Requirements (Preliminary Response Stage)

*1. Scope of Services: The Procurement of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s) or service(s) as outlined in the bid documents provided. See the attachment(s) for additional information. Work consists of furnishing all labor, materials, and equipment and performing all operations necessary for construction of the Detailed Scope of Work set forth in individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time. The Contractor will be required to perform Work at any site or facility under the jurisdiction of the City. The Work will primarily involve repairs, renovations and remodeling of City owned buildings, including building systems; however, horizontal Work such as roads, paving, sidewalks, drainage, curbs and wheelchair ramp cuts may also be included.

Select one of the following:-

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

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

Attachments:

File Name or URL	Type	Description
JOB ORDER CONTRACTING RFP Supp	File	
JOB ORDER CONTRACTING RFP Dele	File	
JOB ORDER CONTRACTING (Scope)	File	

Select one of the following:-

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

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

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

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.

Attachments:

File Name or URL	Type	Description
JOC Price Sheet.docx	File	

Select one of the following:-

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

*5.

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 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 <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.

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- 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. 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

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*1. Company Profile & Safety Record (20 Points)

1. Cover Letter: A cover letter must be signed by an authorized representative of the Bidder. The cover letter must contain commitments: 1) to the firm's ability to provide the services described in the Contract Documents, 2) to ensure sufficient staffing capacity to procure individual projects through the issuance of the Purchase Order and to manage construction through project close-out, and 3) to quick resolution of any procurement or construction related issues negatively impacting the performance of the Work.

2. Complete Attachment A

3. Evidence that the Bidder is legally qualified to contract for and perform the project.

4. Insurance Letter: Attach a letter from the Bidder's insurance company, on the insurance carrier's letterhead, stating the Bidder's Experience Modification Rate (EMR) for the past three calendar years: 2023, 2022, and 2021.

5. If, during any year, the EMR is greater than 1.0, attach an additional sheet explaining the reason why the EMR is greater than 1.0 and steps taken to reduce the EMR.

6. Bonding Company Letter: Attach a letter from the Bidder's bonding company that states ALL of the following: 1) Name of the Surety, 2) Your Bonding Capacity (aggregate dollar amount), 3) The current amount of bonding outstanding, 4) how long the bonding company has been providing bonds, and 5) a statement that the Surety will provide Contract Bonds if the Bidder is awarded a Contract..

Maximum Score: 20
Attachments:

File Name or URL	Type	Description
Attachment A (002).pdf	File	

Select one of the following:-

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

*2. Comparable Construction Experience (30 Points)

The City is seeking to obtain the services of experienced construction contractors with work experience with public agencies. Prime Contracting experience is preferred. If necessary, use an additional sheet to describe this project, clearly indicating the scope of work for which you were responsible. Additional sheets containing more information about the project and/or pictures are not required but may be submitted at the Bidder's discretion. Submit projects that have achieved final acceptance after January 1, 2019. Proposers with less experience will be considered but will be scored accordingly.

1. Five repair or rehabilitation projects whose final value including change orders is equal to or less than $50,000. Complete Attachment B for each Project under this category.

2. Five repair or rehabilitation projects whose final value including change orders is between $50,000 and $250,000. Complete Attachment C for each Project under this category.

3. Five repair or rehabilitation projects whose final value including change orders is greater than $250,000. Complete Attachment D for each Project under this category.

Maximum Score: 30
Attachments:

File Name or URL	Type	Description
Attachment D.pdf	File	
Attachment C.pdf	File	
Attachment B.pdf	File	

Select one of the following:-

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

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*3.

Key Personnel (10 Points)

The City is seeking to have the Contract administered by personnel with extensive construction experience. For each position below, complete the appropriate JOC Form and attach a resume.

1. Project Manager: Complete Attachment E and attach a resume for the lead Project Manager proposed.

2. General Field Superintendent: Complete Attachment F and attach a resume for the lead General Field Superintendent proposed.
Note: The key personnel submitted with the Bid shall be assigned to the Contract for the full duration of the Contract. The Bidder must obtain the City's prior approval before substituting any of the key personnel proposed with this Contract.

Maximum Score: 10
Attachments:

File Name or URL	Type	Description
Attachment E.pdf	File	
Attachment F.pdf	File	

Select one of the following:-

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

*4. Historical JSEB Participation (10 Points)

The City encourages all Contractors to achieve a high level of JSEB participation and to meet or exceed the JSEB Contract goals wherever possible. Insert a narrative and include support documentation detailing the Bidder's JSEB participation on recently completed Contracts.

Maximum Score: 10

Select one of the following:-

☐ a. Acknowledge

*5. Price (30 Points)

Each Bidder must complete Bid Proposal Form (2.4) by submitting five (5) Adjustment Factors in order to be considered responsive.

1. The Adjustment Factors are as follows:

• Non-Secure Areas - Normal Working Hours Adjustment Factor: For Work in Non-Secure Areas, Monday through Friday 7:00 am to 5:00 pm except City holidays.

• Non-Secure Areas - Other Than Normal Working Hours Adjustment Factor: For Work in Non-Secure Areas, Monday through Friday 5:01 pm to 6:59 am and all-day Saturday, Sunday and City holidays.

• Secure Areas - Normal Working Hours Adjustment Factor: For Work in Secure Areas, Monday through Friday 7:00 am to 5:00 pm except City holidays.

• Secure Areas - Other Than Normal Working Hours Adjustment Factor: For Work in Secure Areas, Monday through Friday 5:01 pm to 6:59 am and all-day Saturday, Sunday and City holidays.

• Non-Prepriced Adjustment Factor: For Non-Prepriced Work.

2. The Non-Secure Areas - Other Than Normal Working Hours Adjustment Factor must be equal to or greater than the Non-Secure Areas Normal Working Hours Adjustment Factor

3. The Secure Areas - Other Than Normal Working Hours Adjustment Factor must be equal to or greater than the Secure Areas - Normal Working Hours Adjustment Factor.

4. The Non-Prepriced Adjustment Factor must be equal to or greater than 1.0000.

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5. For evaluation purposes only, the following work distributions shall be used to determine the Award Criteria Figure:
- Non-Secure Areas, Normal Working Hours 40%
- Non-Secure Areas, Other than Normal Working Hours 20%
- Secure Areas, Other than Normal Working Hours 10%
- Non-Prepriced 10%

6. All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.

Maximum Score: 30

Select one of the following:-

☐ a. Acknowledge

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3 Lines

3.1 Line Information

Line	Estimated Quantity	Response Price	Line Amount	Response Minimum Release Amount
1-Job Order Contracting. Please inset $1 in price and complete the attached price sheet				

3.2 Line Details

3.2.1 Line 1 Job Order Contracting. Please inset $1 in price and complete the attached price sheet

Category Name	**909.30 Building Construction (Not Otherwise Classified)**		
Allow Alternate Lines	**No**		
Target Minimum Release Amount (USD)		Estimated Total Amount (USD)	
Start Price (USD)			

4 Contract Terms

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A. Solicitation Overview

A.1. Scope of Work

The Public Works Public Buildings Department of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s)/service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s)/service(s) and to obtain pricing commitments for JOB ORDER CONTRACTING FOR GENERAL CONSTRUCTION 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 three, one-year renewal options. Renewal options subject to approval with supplier and City of Jacksonville.

A.4. Quantities

Quantities indicated are fixed.

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B. Insurance Requirements

B.1. Insurance Requirements

Indemnification

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

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

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

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

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

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

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

Insurance Coverages

Schedule	Limits
Workers Compensation	Florida Statutory Coverage

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

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

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

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

Automobile Liability	$1,000,000	Combine Single Limit

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

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

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

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

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

(Including Medical Malpractice when applicable)

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

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

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

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

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

(Including theft of client property without computer data exclusion)

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

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

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

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

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

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

Watercraft Liability	$1,000,000	Per Occurrence

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

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

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

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

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

a. Cyber Extortion

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

c. Security Liability

d. Privacy Liability

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

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

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

Additional Insurance Provisions

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

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

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

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

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

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

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

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

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

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

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

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

Bonds and Other Performance Security

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

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

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

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

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

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

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

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

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C. Equal Business Opportunity Plan

C.1. Participation Percentage Plan for Jacksonville Small Business Program

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

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

QUALIFYING COMMODITY CODES: 909.30, 909.61, 910.63, 913.47

The designation of this project is Participation. As such, **25** percent to be performed by City certified JSEBs. The percentage may be met in any combination, however, JSEB certifications must be in effect at the time of time of Bid Opening.

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D. General Conditions

D.1. Assignment

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

D.2. Audit Provision

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

D.3. Bid / Surety Requirements

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

D.4. Cartage

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

D.5. Certificate of Insurance

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

D.6. COJ - Debarment List

In accordance with the 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

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

D.9. Data Required to be Submitted

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

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

D.10. Delivery

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

D.11. Deviations to Specifications

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

D.12. Discounts

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

D.13. Electronic Payments

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

D.14. Errors in Bids

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

D.15. Escalation / De-escalation

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

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

D.16. Ethics Provision for Vendors / Suppliers

The Bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in 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.

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D.21. Invoicing

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

D.22. Laws and Regulations

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

D.23. Legal Workforce

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

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

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

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

D.24. Licenses Requirement

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

D.25. Marketing / Advertising

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

D.26. Nondiscrimination Provisions

As required by 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

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

D.27. Office of Inspector General

The City of Jacksonville has established an Office of Inspector General, 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

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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

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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

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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

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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

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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.

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D.48. State Contract

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

D.49. Submission of Bids

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

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

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

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

D.50. Supplier Accessibility

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

D.51. Supplier Representation

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

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

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

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

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

D.52. Taxes

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

D.53. W-9 Requirement

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

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E. Protest Procedures

E.1. Purpose and Scope

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

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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.

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F. Addenda

F.1. Amendments / Addenda

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