Docusign Envelope ID: 842BE92C-C395-4F18-B6A8-F5A3DA895861

City of Jacksonville, Florida
Procurement Award Form (PAF)

Part 1: Form Type JPAC Award Request and Administrative Details

Goods and/or Services: Temporary Day Labor Services

Requested Action/Authority:

Recommend approval of award to the lowest responsible bidder, Waterfield Florida Staffing, LLC in the amount of $649,040.00. Period of service is from October 1, 2024 through September 30, 2025, with four (4) one (1) year renewal options.

Justification/Explanation:

The Solid Waste Division has reviewed and tabulated the three (3) bids that were received on the referenced project for accuracy and compliance with the contract documents. After a thorough review of the submissions for the above mentioned bid, the Solid Waste Division recommends awarding Waterfield Florida Staffing, LLC. Waterfield Florida Staffing, LLC was the lowest responsible bidder.

Legal Contract #:	N/A	Contract Date:	10/01/2024	Change Order/AMD #:	N/A	
PO/Release #:	N/A	Bid Date:	07/31/2024	Awarded Supplier:	Waterfield Florida Staffing, LLC	
Licenses Verified:	N/A	Effective Date:	10/01/2024	Basis of Award:	LPTA	
Federally Funded:	No	No. Invited:	6	Responses Received:	3	Attachments:
Solicitation:	ITB - 15712-24-2 - N/A			Procurement Contract #:	N/A - N/A	
Executed By:	Office of General Counsel					

PoP:Base:	1 year	Options:	4, 1-year renewals	Extension(s):	N/A
JSEB Rec.:	N/A	%:	N/A	Bonds Waived Pursuant To:	N/A

Fund:	43101	Center:	157008	Acct:	549040	Proj:	000000	Activity:	00000000	$	649,040.00
Fund:		Center:		Acct:		Proj:		Activity:		$	
Fund:		Center:		Acct:		Proj:		Activity:		$	

New NTE/GMP:	$ 649,040.00	Contingent Amount:	$ 0	DMP/ODPO Amount:	$ 0

Using Agency/BU:	PWSW:SOLID_WASTE			
Concurrence:	Signed by: Williams, Wilfred 2F1C3BA2BC9346F...	Title:	CHIEF OF SOLID WASTE DIVISION	8/12/2024
Concurrence:	DocuSigned by: Nina Sicker 1EFA223D5D23487...	Title:	DIRECTOR OF PUBLIC WORKS	8/27/2024
Concurrence:		Title:		
Concurrence:		Title:		

Procurement Analyst/Buyer:	Signed by: Benjamin Kemp 174B3D5CD0EE4C1...	Chief of Procurement:	DocuSigned by: B19F1D517352456... 8/29/2024
Name:	Benjamin Kemp	Name:	Dustin L. Freeman

Initial DT

Initial DT

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

Members Who Approve:	
Members Who Disapprove:	
Other Action:	

Date:

Part 3: Final Awarding Authority Action

Action:

Date:

Signature:

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PAF Instructions

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

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

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

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

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

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

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

Date: Enter the date of PAF submission.

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

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

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

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

PO/Release Number: Enter PO Release Number

Awarded Supplier: Enter Awarded Supplier Name

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

Responses Received: This is the number of responses received.

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

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

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

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

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

JSEB Goal: Select the percentage established by JSEB.

JESB Other: Select Encouragement or Set Aside Option

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

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

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

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

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

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

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

Concurrence: Electronic Signature

Title: Enter the title of person electronically signing form.

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

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City of Jacksonville, Florida

Donna Deegan, Mayor

Department of Public Works
Solid Waste Division
1031 Superior Street
Jacksonville, FL 32254
(904) 255-7500
www.coj.net

A NEW DAY

TO: Dustin L. Freeman
Chief of Procurement

THRU: Nina Sickler, P. E.,
Director Department of Public Works

FROM: Will Williams, M.B.A.
Chief of Solid Waste Division

DATE: August 9, 2024

SUBJECT: Recommendation of Award for Temporary Day Labor
Bid No. 15712-24-2
Bid Date: July 31, 2024
Funding Account: 43101.157008.549040.000000.00000000.00000.0000000

The Solid Waste Division has reviewed and tabulated the three (3) bids that were received on the referenced project for accuracy and compliance with the contract documents. After a thorough review of the submissions for the above mentioned bid, the Solid Waste Division recommends awarding Waterfield Florida Staffing, LLC. Waterfield Florida Staffing, LLC was the lowest responsible bidder at a rate of $23.18 per hour.

The initial term of the contract is October 1, 2024 – September 30, 2025 with four (4) one (1) year renewal options. Solid Waste has an estimated need of 28,0000 hours for FY2425 totaling an annual not to exceed amount of $649,040.00.

Please notify Solid Waste Division when this item will be placed on the Awards Committee agenda so a division representative can attend.

If additional information is needed, please contact Nickii Brookins at nbrookin@coj.net or 255-7504.

ACCOUNT	AMOUNT
43101.157008.549040.000000.00000000.00000.0000000	$649,040.00

Attachments

cc: Nickii Brookins, Accounting Manager, Solid Waste Division

TITLE:	Temporary Day Labor Services	# of bids: 3								
BID NO.	15712-24-2	# of no bids:		Waterfield Florida Staffing LLC		Harris Ventures Inc		ZenTech Consulting LLC		
OPEN DATE:	July 31, 2024	Opener:								
BUYER:	BEN KEMP	Tabber:								
ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	Total Cost	UNIT PRICE	Total Cost	UNIT PRICE	Total Cost
	TEMPORARY DAY LABOR SERVICES; DAY LABOR WORKERS FOR SOLID WASTE COLLECTION DUTIES	HRS	28,000	$ 23.18	$ 649,040.00	$ 23.98	$ 671,400.00	$ 25.16	$ 704,480.00
	If vendor is located in Duval County, Vendor shall provide proof of applicable local business license.								
	Provide at least three (3) verifiable references of services related to this bid			YES		YES		YES	
	Bidder must provide a list of contract held for the previous twenty-four months, including company name, address, and telephone number.			YES				YES	
	Bidder must have been in business for a minimum of thirty-six (36) months and engages in the business of providing temporary day labor services as described in the bid specification for a minimum of twenty (20) months prior to bid opening date.			YES				YES	
	Provide a copy of the company's Business and Occupational License, operating with a business bookkeeping system outside of personal checking accounts								
	Bidder must possess an established Federal Employer Identification Number.			YES		YES		YES	
	Bidder must have an operating office within Duval County or surrounding counties prior to October 1, 2024			YES					
	Provide a properly zoned business address and maintain an active local phone number, fax, and email. Fax machine and email must be accessible at all hour for receipt of any written communications.			YES		YES		YES	
	Conflict of Interest			YES		YES		YES	
				NOTE: I do not see any business liscense attached					

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A NEW DAY.

Bid Specifications

for

Temporary Day Labor Services

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1 Overview

1.1 General Information

Title	**Temporary Day Labor Services**		
Synopsis	**Temporary Day Labor Services**		
Buyer	**Benjamin Kemp**	Procurement BU	**COJ BU**
E-Mail	**BKemp@coj.net**	Negotiation Style	**ITB**
Outcome	**Blanket Purchase Agreement**		
		Approval Amount (USD)	**700,000.00**

1.2 Schedule

Preview Date		Open Date	**7/10/24 8:40 AM**
Close Date	**7/31/24 4:00 PM**	Award Date	
Time Zone	**Eastern Standard Time**		
Pre-Bid Conference Location	**Microsoft Teams: Meeting ID: 233 508 393 210 Passcode: mNdEe3**		
Pre-Bid Date/Time	**6/17/2024 9:00 AM**		
Question Cutoff Date/Time	**6/21/24 5:00 PM**		

1.3 Negotiation Controls

Response Visibility	**Sealed**	Negotiation Layout	**COJ Negotiation Layout**
		Contract Terms Layout	**COJ Contract Terms Template**

Requirements Settings

Enable Weights	**No**	Default Maximum Score	**5**
Display Scoring Criteria to Suppliers	**No**		

Lines Settings

Price Tiers	**None**		
Rank Indicator	**1,2,3...**	Ranking Method	**Price only**
		Allow Alternate Lines	**No**

1.4 Response Rules

This negotiation is governed by all the rules displayed below.

	Rule	Display to Suppliers
☐	Negotiation is restricted to invited suppliers	**No**
☐	Suppliers are allowed to view other suppliers' contract terms, notes and attachments	**No**
☐	Suppliers are allowed to respond to selected lines	**No**
☑	Enforce suppliers' previous round price as start price for this round	**No**
☐	Suppliers are allowed to provide multiple responses	**No**
☑	Suppliers are allowed to revise their submitted response up until Bid closing	**Yes**

1.5 Terms

Agreement Start Date		Agreement Amount (USD)	
Agreement End Date		Minimum Release Amount (USD)	
Payment Terms		Freight Terms	**Freight Prepaid**
Shipping Method	**Best Way**	FOB	**FOB Destination**

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Negotiation Currency **USD (US Dollar)** Price Precision **2**

1.6 Collaboration Team

Team Member	Job	Access	Task	Target Date
Brookins, Racquel	Solid Waste Accounting Manager	View only		
Freeman, Dustin	Chief Of Procurement Division	Full	Review for Approval.	
Kemp, Benjamin	Purchasing Analyst	Full		
Laidler, Marilyn	Manager Of Procurement Services	Full	Review for Approval.	
Leslie-Burney, Annette	Manager Of Procurement Services	Full	Review for Approval.	
Waremburg, Robert	Senior Manager Of Procurement Services	Full	Review for Approval.	

1.7 Attachments

File Name or URL	Type	Description	Category
SC-0420-241A.pdf	File		Buyer

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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

*1.

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

Scoring: None
Comments are allowed.

Select one of the following:-

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

*2.

Type name of company in the comments box.

Scoring: None
Comments are allowed.

Select one of the following:-

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

*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.

Scoring: None

Select one of the following:-

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

*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.

Scoring: None

Select one of the following:-

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

*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.

Scoring: None
Comments are allowed.

Select one of the following:-

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

*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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Scoring: None
Attachments:

File Name or URL	Type	Description	Category
CONFLICT OF INTEREST CERTIFICA	File		To Supplier

Select one of the following:-

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

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

*7.

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

Scoring: None
Attachments:

File Name or URL	Type	Description	Category
JSEB Project Goals Language Au	File	Equal Business Opportunity Program	To Supplier

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.

Scoring: None

Select one of the following:-

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

2.2 General Requirements

*1. Scope of Services: The Procurement of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s) or service(s) as outlined in the bid documents provided. 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 **Temporary Day Labor Services** as listed in the bid documents. The BIDDER shall furnish temporary labor to the Owner (City of Jacksonville, Florida) on an as needed and when requested basis in strict accordance with the terms and provisions of this specification. The Contractor shall have a proven track record providing temporary labor for Solid Waste Collecting.

Scoring: None

Select one of the following:-

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

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*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.

Position Reports To: **Supervisor of Solid Waste**

Department: **Public Works** **Division:** **Solid Waste**

-

Job Function:

This is heavy manual work in the collection and disposal of solid waste. Employees in this classification perform routine repetitive work as a member of a crew collecting solid waste of various types and depositing it in a solid waste collection vehicle. Work requires considerable physical exertion, daily contact with unpleasant materials and outside work regardless of weather. Work is performed under the supervision of the vehicle driver in charge of the crew.

-

Essential Functions:

1. Handles, carries and empties receptacles containing solid waste. Handles and carries yard trash such as tree limbs and other containerized solid waste items. Deposits waste into collection vehicles and return cans or other receptacles to the point of pickup with their lids intact.

2. Operates compaction mechanism on the vehicle.

3. Rides on an external platform on the collection vehicle between collection stops.

4. Provides direction to the collection vehicle driver as necessary to provide safe backing of the vehicle.

5. Performs maintenance work on the division premises when not assigned to a collection vehicle. Work may include the cleaning of collection vehicle and helping in the container maintenance shop.

Additional Responsibilities:

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1. May be assigned to remove and dispose of deceased animals.

2. Performs related work as required.

Knowledge, Skills & Abilities:

1. Ability to work consistently with unpleasant waste materials.

2. Ability to perform manual work requiring physical strength for lengthy periods.

3. Ability to perform duties in adverse weather conditions.

4. Ability to work effectively, safely, and harmoniously with other crewmembers.

5. Ability to handle private owned cans, containers and lids without incurring damage.

6. Ability to understand and follow verbal and written instruction.

Qualification (Education, Training and Experience):

1. Reading comprehension and ability to compose sentences and paragraphs.

2. Six (6) months of experience in heavy manual work

3. An equivalent combination of education and experience that determined to be directly related to the forgoing specific requirements may be substituted.

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SPECIFICATIONS

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Temporary Day Labor Services

Section 1.0 - General Specifications

1.1 Scope

The BIDDER shall furnish temporary labor to the Owner (City of Jacksonville, Florida) on an as needed and when requested basis in strict accordance with the terms and provisions of this specification. The Contractor shall have a proven track record providing temporary labor for Solid Waste Collecting.

1.2 Contract Description

The "complete" labor contract shall be comprised of a contract which shall here forth be referred to as the "Temporary Day Labor Services Contract." Temporary labor furnished to the City of Jacksonville will fall under this contract.

The type of labor to be furnished under the "Temporary Day labor Services Contract" shall be Solid Waste Worker I (Refer to Appendix A).

1.3 Contract Duration

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The contract to furnish temporary day labor shall be valid from October 1st, 2024 through September 30th, 2025 with four (4) one (1) year renewal options upon mutual consent. If the contract is renewed, at the beginning of each fiscal year (October 1st) a Blanket Order will be issued to the awarded Contractor.

1.4 Task Completion Incentive

As an incentive to complete the daily route in an efficient manner, the City of Jacksonville Solid Waste Division offers 7.5 hours per day minimum, task completion incentive. If the daily route/work assignment is completed in less than 7.5 hours the City will compensate the contractor's employee for the full 7.5 hour for that day.

Section 2.0 – Specific Requirements

2.1 Contractor's Employees

The Contractor shall provide the personnel in the numbers required by the Owner to perform assigned tasks and work on a standard and /or overtime basis as determined by the Owner. The people furnished, as temporary labor, shall hereforth be referred to as "Contractor's Personnel" and shall work under the work guidance of the Owner.

The Owner shall utilize contractor's personnel to supplement his existing permanent work force, when needed, in order to more effectively carry out the daily business requirements of the Owner's organization. Contractor's personnel shall be utilized to assist the Owner during day-to-day operations.

2.2 Owner's Organizational Structure

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The Owner's organization (City of Jacksonville, Florida) is divided into departments, which are further subdivided into smaller entities known as "divisions". Each division operates somewhat independently within the Owner's organization performing a distinct function and is under the direct supervision of supervisors, General Supervisors and Division Chief.

2.3 Job Classification List

The job classification list is a listing of all position in the Owner's organization which may be filled by a Contractor's personnel should a need occur.

A detailed job description which specifies the job title, the descriptive nature of the work examples of the work which are illustrative of the duties of the position, exact requirements of work in terms of knowledge, skills, and abilities necessary for performance of the work and a statement of minimum qualification for employment into each classification is included in "Appendix A". Additionally, any and all applicable requirements, which may be listed within the specification, are an integral part of each job description contained in "Appendix A".

2.4 Employment Qualifications

The contractor shall compare the qualifications of each applicant against the requirements contained in Appendix A (Owner's Job Description) of the position being applied for. The applicant must meet or exceed all of the requirements contained in the Owner's job description for "Solid Waste Worker I" in order to be considered for assignment by the Owner.

2.5 Assignment of Contract Personnel

The bidder shall provide competent qualified workers for each labor classification when requested by the Owner.

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The Owner's decision shall be final concerning assigning or refusing to accept personnel offered. Should a person be assigned and failed to perform as required by Owner, be it due to incompetence, absenteeism, etc., the Contractor shall safely remove the person permanently from the Owner's property at the Owner's request.

2.6 Employment of Contract Personnel

The Owner reserves the right to offer employment to any contractor's personnel without financial liability. The Owner will submit verbal notification to the Contractor prior to any offer. Any employment or expense reimbursement between the Contractor and its employees are to be considered waived under this contract and no liability exists for the Owner or prospective employee in the event of employment.

2.7 Incompetent Contractor's Personnel

Expenses for contract personnel who are deemed to be incompetent in the sole opinion of the Owner and are rejected within the first two (2) hours of work shall be to the Contractor's account. The Contractor shall replace all rejected personnel within two (2) hours and shall attempt to shorten this time as much as possible.

2.8 Hours of Work and Work Breaks

The normal work period for all Contractor's personnel shall be seven and one-half (7.5) hours per day unless a different workday or work week schedule is specifically designated by the Owner. The Owner solely reserves the right to determine and schedule the work period of all Contractors' personnel so as to best service the needs of the Owner. Some contractor's personnel may be instructed to work either weekends, holidays, and/or whenever is necessary. The Owner may also require that some Contractor's personnel work mandatory overtime.

2.9 Compensation to Contractor's Personnel

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Compensation will be at the discretion of the Contractor according to the bid process. The Owner will not be responsible to any increases.

The Contractor shall be responsible for the payment of all wages, fringe benefits, and necessary payroll deduction including, but not limited to Social Security and Income Taxes. The Contractor shall also be responsible for all F.I.C. A, State Unemployment, Federal Unemployment, and Workmen's Compensation, as well as bonding fees and liability insurance. Contractor's personnel will be paid time and one-half for all work performed over forty (40) hours per week.

The Contractor agrees that all assigned personnel shall receive their wages in full in accordance with their standard Payroll practices.

2.10 Disciplinary Action Against Contractor's Personnel

The Contractor is responsible to remove the contract personnel from the Owner's premises and the administration of all disciplinary action shall be the responsibility of the Contractor.

2.11 Estimated number of Contractor's Personnel To Be Utilized

The information furnished in this specification is provided for information purposes only and is not intended in any way to describe or guarantee either the maximum or minimum numbers of Contractor's personnel that will be needed.

2.12 Owner's Rules and Policies

Contract personnel shall adhere to all existing rules and regulations concerning safety and any other policies of the Owner, non in practice, or that shall be incorporated into practice or policy, by the Owner. All rules and policies are to

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be carefully observed so that employee accidents and injuries are kept to a minimum. All rules and policies shall be made available by the Owner to the Contractor and to any assigned personnel when requested.

Some of the Owner's facilities have been designated to be "**NO SMOKING**" sites. All contractors' personnel must adhere to this policy and confine any smoking to designated smoking areas.

2.13 Substance Abuse Policy

The City of Jacksonville as s public body is subject to the "Zero Tolerance" work environment and as such requires the Contractor to certify that he has tested his employees of use of illegal substances. The Owner, reserves the right to review the Contractor's substance abuse/testing policy/procedure and shall also have the right to inspect the testing facility. All contract personnel shall be tested in accordance with the Owner's seven (7) Panel Drug Test for Safety Sensitive Positions unless otherwise legally required to use a different standard. This is the same standard to which the Owners employees are tested.

No one that has tested positive will be placed on City property for work under this contractor. All employees shall be tested at least one (1) time during any one (1) year period. All rehires shall be retested as new hires. This is a mandatory requirement, which the Contractor must adhere to. Failure to comply shall be considered justifiable cause for the Owner to terminate the contract.

The Contractor must insure that the Owner receives the drug test results for each contractor's personnel within ten (10) days of the testing and one per year minimum.

Possession, being under the influence or use of alcoholic beverages or illegal drugs on the Owner's property or any Owner's work site at any time shall result in the contract worker being safely and immediately removed by the Contractor from the Owner's property and he or she shall not be permitted to work again on the Owner's site. This shall also apply to possession of firearms on the Owner's property.

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Bidder must provide drug screening s and reference screening on all potential applicants at no charge to the City of Jacksonville. Potential applicants must successfully pass a seven (7) panel drug screen prior to assignment. **Testing must be conducted in a FDOT approved laboratory.** The cut off levels mandated under the federal DOT standards shall be utilized. Additionally depending on assignment, a physical examination (s) may be required. Confirmation of checks conducted under this provision shall be provided to the City prior to assignment of any applicant.

2.14 Contractor's Office

A representative must be available during normal weekly working hours and shall provide an emergency contact phone number and pager number to the Owner's representatives and the City's Solid Waste office for contact outside of normal working hours prior to commencement of any work.

2.15 License

The Contractor furnishing personnel under the "Temporary Day Labor Services Contract" must have and maintain a current and valid State of Florida License.

2.16 contractor's Invoicing of Owner

A billing period shall be defined a s workweek which begins at midnight on a Sunday and ends at midnight the following Saturday.

The Owner's divisions shall be responsible for all timekeeping activities of its personnel. All of the time recording sheets or cards from the previous workweek will be checked for accuracy. The time recording period for contract labor shall coincide with the Owner's established time recording period.

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The Contractor shall submit separate invoices for all work performed by its personnel during a billing period. All substantiating paperwork submitted with an invoice (i.e. –timesheets, other invoices, etc.) must be clear, legible, and complete. The Owner requires that each invoice for a billing period by submitted to the Owner no later than (30) days after the end of the billing period.

The Contractor shall also simultaneously submit a separate spreadsheet report in conjunction with the invoice that provides a detailed summary of the contract labor utilized during the billing period. Invoices will not be paid unless the requested spreadsheet report is also submitted.

The Owner and the Contractor shall meet as soon as possible after a contract has been awarded in order to develop an invoice and report format that is acceptable to the Owner.

2.17 Contract Review

The Contractor shall meet quarterly with the division manager and/or their designated representative to review any problems, which have occurred to date regarding the labor contract and develop situations, which will prevent any re-occurrences. This shall be a regularly scheduled meeting and attendance by both parties shall be considered a mandatory requirement of this contract.

The Contractor shall meet weekly with the division manager and /or his/her designated representative when requested to review any problems that have occurred to date regarding the labor contract and to develop solutions, which will prevent any re-occurrences. This shall be an optional meeting to be held only when requested by the division manager and/or his/her designated representatives.

Any proposed changes to the terms and provision of the corresponding labor contract enforced at that time must be mutually agreed by both the Owner and the Contractor.

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2.18 Contract Termination - Contract Default

If the work to be done under this contract is abandoned by the Contractor; or if this contract is assigned without the written consent of the Owner; or if the Contractor is adjudged bankrupt; or if a general assignment of his assets is made for the benefit of his creditors; or if a receiver is appointed for the Contractor or any of his property; or if at any time in the opinion of the Owner performance of the work under this contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this contract, or that his is executing the same in bad faith or otherwise not in accordance with the terms of said contract; then the Owner may serve written notice upon the Contractor and his surety of Owner's intention to terminate this contract.

Unless within five (5) days after the service of such notice a satisfactory arrangement is made for continuance, this contract shall terminate. In the event of such termination, the surety shall have the right to take over and complete the work , provided that if the surety does not commence performance within ten (10) days , the Owner may take over and prosecute the work to completion , by contract or otherwise. The Contractor and his surety shall be liable to the Owner for all excess cost sustained by the Owner by reason of such prosecution and completion. The owner may take possession of, and utilize in completing the work, all materials, equipment, and tools at the site of the work.

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2.19 Background

The bidder shall conduct Level 1 background investigations in accordance with FS 435.04 on all potential applicants, which include verification of the following: 1) names and aliases, 2) national, state and local criminal records for the past seven (7) years. For assignments which require driving a Florida Department of Motor Vehicles check must be conducted prior to verify conformance with City of Jacksonville City Driver Certification Standards. Bidder must provide written confirmation that this action has been accomplished prior to personnel assignments.

2.20 Assignments

The bidder shall only accept assignment orders from the following: Ernest Dunning, Solid Waste Operations Manager or his designee or Diane Moser, Director of Employee Services or Tracey Bolton, Manager of Personnel Services –

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Business Partners in the Employee Services Division. No other City official or employee may authorize assignments under this contract.

Section 3.0 Definition of Responsibilities

3.1 Contractor's Responsibilities

3.1.1 The Contractor shall not permit any alcoholic beverages, firearms or illegal drugs on Owner's property. Any person showing the most minor symptoms of alcohol or drug use shall be immediately removed from Owner's property and shall not be allowed to return. Likewise, the Contractor shall not permit any firearms to be brought on Owner's property.

3.1.2 The Contractor shall assume full responsibility for their employee's conduct while on Owner's property.

3.1.3 The Contractor shall provide necessary qualified personnel to perform work specified by Owner.

3.1.4 The Contractor shall provide safety equipment in complete accordance with this specification.

3.1.5 The Contractor shall furnish the Bid, Surety Bond, Hold Harmless Indemnification Agreement and Insurance in accordance with the terms specified in the Invitation to Bid.

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3.1.6 The Contractor shall perform work in a clean and orderly manner using safe work practices in compliance with OSHA.

Scoring: None

Select one of the following:-

☐ 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. If vendor is located in Duval County, Vendor shall provide proof of applicable local business license.

b. Provide at least three (3) verifiable references of services related to this bid.

c. Bidder must provide a list of contract held for the previous twenty-four months, including company name, address, and telephone number.

d. Bidder must have been in business for a minimum of thirty-six (36) months and engages in the business of providing temporary day labor services as described in the bid specification for a minimum of twenty (20) months prior to bid opening date.

e. Provide a copy of the company's Business and Occupational License, operating with a business bookkeeping system outside of personal checking accounts.

f. Bidder must possess an established Federal Employer Identification Number.

g. Bidder must have an operating office within Duval County or surrounding counties prior to October 1, 2024.

h. Provide a properly zoned business address and maintain an active local phone number, fax, and email. Fax machine and email must be accessible at all hour for receipt of any written communications.

Scoring: None

Select one of the following:-

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

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3 Lines

3.1 Line Information

Line	Item	Revision	Estimated Quantity	Minimum Release Amount
1-TEMPORARY DAY LABOR SERVICES; DAY LABOR WORKERS FOR SOLID WASTE COLLECTION DUTIES- PER HOULY RATE (28,000 HRS)				

3.2 Line Details

3.2.1 Line 1 TEMPORARY DAY LABOR SERVICES; DAY LABOR WORKERS FOR SOLID WASTE COLLECTION DUTIES- PER HOULY RATE (28,000 HRS)

Line Type	**Dollars**	Category Name	**910.27 Garbage/Trash Removal, Disposal and/or Treatment**
Allow Alternate Lines	**No**		
Minimum Release Amount (USD)		Estimated Total Amount (USD)	
Requisition	**PWSW-500446-24**	Requisition Line	**1**
Target Price (USD)		Display Target Price	
Current Price (USD)	**0.01**	Start Price (USD)	

Attachments

File Name or URL	Type	Description	Category
Request for Proposals (RFP)	Text	Additional requisition line information	Buyer
NB TEMPORARY DAY LABOR BID SPE	File		Buyer

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4 Invited Suppliers

Supplier	Supplier Site	Supplier Contact	Additional E-Mail	Access
911 Direct Holdings	Remit	Pough, Robert		Full
A1 Junk Removal 24-7	Order/Remit	Weis, Daniel		Full
A1A Solar Contracting, Inc	Order/Remit	Pineda, Chuck		Full
ALL JAX CITY REMOVAL & HAULING	Order/Remit	Guevara, Osmany		Full
Aaron Jenkins		Jenkins, Aaron		Full
Abba Property Solutions, LLC	Order/Remit	Keitzer, JJ		Full
About Service, LLC	Order/Remit	Anderson, Elaine		Full
Agriculture Construction Services LLC	Order/Remit	Marlow, Roger		Full
Al Thomas, LLC	Ordering	Knowles, Kristiana		Full
Albert Jacob Boyles III	Order/Remit	Boyles, Albert		Full
All Smith Mechanical	Order/Remit	Smith, Joseph		Full
Allstate Construction, Inc.	Ordering	Davis, Audra		Full
Alpha Lawn and Landscaping Services	Order/Remit	Letubo, Latoya		Full
American Choctaw LLC	Order/Remit	Lins, Tonia		Full
Andrea E Troutman	Order/Remit	Troutman, Andrea		Full
Anthony Santoiemmo	Order/Remit	Santoiemmo, Anthony		Full
Armory Redevelopment Associates	Order/Remit	Patterson, Don		Full
Arwood Site Services, Inc.	Order/Remit	Arwood, John		Full
Ashley Riley	Order/Remit	Riley, Ashley		Full
Atarah Industrial Cleaning Services, LLC	Order/Remit	Thompson, Andria		Full
Atlantic Coast Construction Group, Inc.	Order/Remit	Hadzic, Monica		Full
AugHog Products LLC	Order/Remit	Schwiebert, Mike		Full
B Robinson Corporation	Order/Remit	Robinson, Brenda		Full

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Supplier	Supplier Site	Supplier Contact	Additional E-Mail	Access
BFA Contracting, INC	Order/Remit	Loatman, Alissa		Full
BQT Construction LLC		Samudio Justavino, Luis		Full
BTLR TRUCKING LLC	Order/Remit	Butler, Micheal		Full
Belfor Group USA	Order/Remit	Thornhill, Chris		Full
Bradford Gordon	Order/Remit	Gordon, Bradford		Full
Burrows & Company, LLC	Order/Remit	Burrows, Daryl		Full
C&D Industrial Maintenance, LLC		Brown, Brian		Full
CC&D Services	Order/Remit	Quintero, Crystal		Full
CERTIFIED 360 LLC		DOWNING, ASHLEY		Full
CHJ Contracting Services LLC	Order/Remit	High Jr., Charlie		Full
CarterCorp LLC	Order/Remit	Moore, Bernadette		Full
Centerline Contracting Inc.	Order/Remit	Crossway, Christina		Full
Cobb Construction Group LLC	Order/Remit	Cobb, Thomas		Full
Covenant Property Preservation		Olushola, Olugbenga		Full
Davis,Tyrone JR	Order/Remit	Davis JR, Tyrone		Full
Dean Llewellyn	Order/Remit	Llewellyn, Dean		Full
Devanta Parker		Parker, Devanta		Full
Dewayne Rivers	Remit 2	Paden, Tammy		Full
Donald LaRiccia	Order/Remit	LaRiccia, Donald		Full
Duke Transit	Order/Remit	Jeffers, Bryan		Full
Dumitru Brindau	Order/Remit	Brindau, Dumitru		Full
Duval Multi-Residential Services	Order/Remit	FRYEFIELD, WARREN		Full
Duval Quality Investments RH LLC	Order/Remit	Henry, Reginald		Full
DynoHelp, LLC	Order/Remit	Seaman, John		Full
ERS CORP	Order/Remit	ANDERSON, Christina		Full
EVCOR USA	Order/Remit	Rosenberg, Rod		Full
Eletcol LLC	Order/Remit	Pineda, Jose		Full
Elite Facility Services, LLC		Martz, Alice		Full
Elite Sandblasting and Painting Inc	Order/Remit	Zykaj, Endrit		Full
Ella Enterprise LLC	Order/Remit	Plavotic, SAmir		Full
Empowerment Solutions Inc.	Order/Remit	WHITE, TERRESA		Full
Epic Custom	Order/Remit	Joyce, Jim		Full
Erick Alaniz	Order/Remit	Alaniz, Erick		Full

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Supplier	Supplier Site	Supplier Contact	Additional E-Mail	Access
Evans Tractor Work Inc	Order/Remit	evans, sunny		Full
FAST TRAC EXPRESS	Order/Remit	Destine , Kayinah		Full
FaciliServ, Inc.	Order/Remit	Cannizzaro, Sam		Full
Fanord Contracting LLC	Order/Remit	Fanord , Sem		Full
Foresight Construction Group		Barroso, Cesar		Full
Forever Enterprises LLC	Order/Remit	Treadway, Tyrone		Full
French & Company, Inc.	Order/Remit	Smith, Amy		Full
Friendly Green ProWash Solutions, LLC	Order/Remit	Wilkes, Charles		Full
GT ELECTRICAL CONTRACTORS INC	Order/Remit	Carron, Tamara		Full
General Sign Service	Order/Remit	Ginzig, Randall		Full
Genteel Enerprises LLC	Order/Remit	Basart, Gabriel		Full
Graves Real Estate Investment Group	Order/Remit	Groover, Ki-era		Full
Gravity Wave LLC	Order/Remit	Escobar, David		Full
Green Giant Junk Removal LLC		MCCLEAN, IRVIN		Full
Greenway Bridge, LLC	Order/Remit	Wong, Justin		Full
Gregory Lee Ward Jr	Order/Remit	Mills, Patrick		Full
HIGH Impact Concrete LLC	Order/Remit	Rogers, Lamar		Full
Harris Ventures Inc	Ordering	DeLuca, Costa		Full
HomeTrends Pro Services	Order/Remit	vargas, Luis		Full
Homeland Construction of America LLC	Order/Remit	BENNETT, ZHAN		Full
Huntco Industries	Order/Remit	Hunter, George		Full
Hydra Engineering & Construction, LLC	Order/Remit	Hope, Leslie		Full
Hydradry Inc.		Maxson, Matthew		Full
INSPIRING LIVES FOREVER LLC.		Shareef, NaJeebah		Full
Inside Out Window Washing, Inc	Order/Remit	Moody, Karen		Full

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Supplier	Supplier Site	Supplier Contact	Additional E-Mail	Access
Interior Buildouts, Inc		Breton, David		Full
Ishaq Hugger	Order/Remit	Hugger, Ishaq		Full
Island Construction & Remodeling, LLC	Order/Remit	James, Cindy		Full
J. WILLIAMS INDUSTRIAL GROUP, INC.	Order/Remit	WHITE, KEVIN		Full
JAX HVAC, INC	Order/Remit	Johnson, Chris		Full
Jaheim Agard	Order/Remit	Agard, Jaheim		Full
Jeremiah Russell	Order/Remit	Russell, Jeremiah		Full
Jeremy L Johnson	Order/Remit To	Johnson, Jeremy		Full
Jose Rodriguez	Jose Rodriguez	Rodriguez, Jose		Full
K & B Cleanup Service, Inc	Order/Remit	Morris, Irene		Full
KIMHAN LIM		LIM, KIMHAN		Full
Kaiso Consulting LLC	Order/Remit	Hurtado, Steffano		Full
Lenape Group	Order/Remit	Davis, Brian		Full
M.Y. Contractors, Inc.	Order/Remit	Bell, Janice		Full
MP Predictive Technologies Inc.	Order/Remit	Pereira, Albani		Full
Malor & Company Inc	Order/Remit	Benoit, Garly		Full
Margretta Jones Beckworth		Jones Beckworth , Margrettea		Full
MarshWagner	Order/Remit	Marsh, Heather		Full
Marvin Legiste	Order/Remit	Legiste, Marvin		Full
Melanie C. Allen-Brown	Order/Remit To	Allen-Brown, Melanie		Full
Meridian Waste Florida, LLC	Order	O'Brien, Mary		Full
Meta LLC	Order/Remit	WILSON, META		Full
Michael Hamill	Order/Remit	Hamill, Michael		Full
Midwest Alarm Company, Inc		Brochu, Norb		Full
Mitnet LLC	Order/Remit	Mitchell, Brian		Full
Modern Upgrades LLC	Order/Remit	Jarquin, Jose V		Full
Morteshia Dukes	Order/Remit	Plummer, Morteshia		Full
Mr Rosier outdoor services and more	Mailing	Rosier, Mathew		Full
N-Site Mitigation LLC	Order/Remit	Ladson, Naim		Full
NLS Pressure Washing, LLC	Order/Remit	Lawrence-Stample, Nile		Full
New Leaf Construction	Order/Remit	DeWitt, Fred		Full
Newstylz Pressure Washing		Wolff, William		Full

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Supplier	Supplier Site	Supplier Contact	Additional E-Mail	Access
No Limit Dumpster Rentals LLC	Order/Remit	Jackson, Josephine		Full
North Star Total Services		Lawson, Kelvin		Full
OAC COMPANIES, INC.	Order/Remit	CALDWELL, ORION		Full
OPERATION BACKBONE LLC,	Order/Remit	Sformo, Mike		Full
Oracle Elevator Holdco Inc	Order/Remit	Roy, Christopher		Full
PLUS POINT CONSTRUCTION		Wallace, Dejuan		Full
Pink Eagle Roofing, LLC	ORDER/REMIT	WILSON, CRYSTAL		Full
R3 Asset Management, LLC		Lewis, Royce		Full
REVA Development Corporation	Order/Remit	Patterson, Don		Full
RJM Contractor, Inc of Jacksonville	Order/Remit	Mullaly, Bob		Full
Rapid Renovations and REO Repairs Inc	Order/Remit	Seigel, Nathan		Full
Razorback LLC	Order/Remit	Houllis, Anthony		Full
Restoration Rangers, LLC	Order/Remit	Schmid, Samantha		Full
Sammie L. McRae Jr	Ordering	McRae, Sammie		Full
Scott G Ross	Order/Remit	Ross, Scott		Full
Sean Ostroski	Order/Remit	Ostroski, Sean		Full
Sergey Pyshnograyev	Order/Remit	Pyshnograyev, Sergey		Full
Shooting Star Cleaning Services, LLC	Order/Remit	Sawyer, Michelle		Full
Specialized Restoration	Order/Remit	parks, mike		Full
St. Johns Emergency Restoration Services	Order/Remit	Benes, Russell		Full
Strong Tower Welding and Steel LLC.	Order/Remit	HARMON, JOHNELL		Full
T& T Construction Management , LLC	Order/Remit	Torruella, Keshia		Full
TNT Repairs It LLC	Order/Remit	YOUNG, LILLIE		Full

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Supplier	Supplier Site	Supplier Contact	Additional E-Mail	Access
TSG CONSTRUCTION	Order/Remit	Grant, Tony		Full
TWC Sevices	Order/Remit	walker, craig		Full
The Pollard Group LLC	Order/Remit	Pollard, Tiara		Full
The Rose Group LLC	Order/Remit	Ansley, Kimberly		Full
Tierra, Inc.	Order/Remit	Distefano, Joe		Full
Titan Construction Management LLC	Order/Remit	Tirikos, Irene		Full
Toter, LLC		Clark, Kellie		Full
Trusted Hand Service, Inc.	Order/Remit	Hensley, Bryan		Full
Up Lift Trucking LLC	Order/Remit	Allen, Alfred		Full
VT Griffin Services Inc.	Order/Remit	Graves, Nicole		Full
Valcourt Exterior Building Services of Florida LLC		Hilton, Audra		Full
Veterans Elite Services LLC	Order/Remit	Padlo, Joe		Full
Vista Window Tinting of Florida Corp.	Order/Remit	Papalia, Jody		Full
Vulcan Construction and Metal Works, LLC	Order/Remit	Morphyades, Stephanie		Full
WILLIAMS DYNASTY HOMES LLC	Remi To	Williams, Javon		Full
World Construction Co Inc	Order/Remit	Starkey, Damien		Full
Xterior Care Professionals	Order/Remit	Elian, Daniel		Full
Xtreme Promotions LLC	Order/Remit	Sourdiff, Kullen		Full
Yousuf Parekh Enterprise Inc	Order/Remit	Cruz, Roberto		Full
Zavesky Services	Order/Remit	Zavesky, Don		Full
ZenTech Consulting LLC	Order/Remit	Dexter, Michael		Full

5 Contract Terms

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A. Solicitation Overview

A.1. Scope of Work

The Public Works Solid Waster 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 Temporary Day Labor Services as listed in the bid documents.

A.2. Award

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

A.3. Term of Agreement

The period of service will be for the initial period of one year, with four, 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. Encouragement Plan for Jacksonville Small and Emerging Business Program

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

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

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

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D. General Conditions

D.1. Assignment

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

D.2. Audit Provision

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

D.3. Bid / Surety Requirements

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

D.4. Cartage

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

D.5. Certificate of Insurance

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

D.6. COJ - Debarment List

In accordance with the 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. Process

a. Upon receipt of a timely filed written Notice of Protest, the Chief or his or her designee shall schedule and provide notice of the time, date, and place that the protest will be heard. The protest will be heard before the General Governmental Awards Committee ("GGAC"), the Professional Services Evaluation Committee ("PSEC"), or the Competitive Sealed Proposal Evaluation Committee ("CSPEC"), whichever is applicable. The Chief or his or her designee shall have the discretion to proceed with the solicitation

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or contract award process in question or to suspend the same pending the resolution of the protest. To the extent the Chief or his or her designee decides to exercise his or her discretion not to suspend the solicitation or contract award process pending the resolution of the protest, the Chief or his or her designee shall set forth in writing the particular facts and/or circumstances upon which his or her decision is based.

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

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

E.7. Protest Hearing Rules and Procedures

a. Hearings hereunder shall be heard before the applicable committee and shall begin with a general statement of the rules and procedures prescribed herein by a representative of the committee, followed by a general statement of the facts by a representative of the Procurement Division. Representatives of the Protestant, limited solely to its owners, officers, employees and/or legal counsel, will then be required to present their case based solely upon the issue(s) and information contained in the Notice of Protest and any timely submitted supplemental protest documentation. Those persons or entities, other than the Protestant, who have legal standing and will be directly affected by the resolution of the protest will be given an opportunity to be heard and to present information before the committee, which will be followed by a statement and the presentation of information from the Procurement Division and other governmental representatives. The Protestant must establish by the preponderance of the evidence that the protest should be granted based upon the law, facts and information presented. The committee is entitled to ask questions of any party at any time during the hearing.

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

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

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

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F. Addenda

F.1. Amendments / Addenda

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

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