City of Jacksonville, Florida

Lenny Curry, Mayor

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

ONE CITY. ONE JACKSONVILLE.

MEMORANDUM

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

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

DATE: **November 2, 2017**

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

Pursuant to Chapter 126, Part 2, § 126.204, approval is requested to utilize the Competitive Sealed Proposal process to formally procure a contractor for **Public Art Maintenance for City-owned Artworks and Memorials.** As a follow-up to the same, the CSPEC is now requested to review and approve the solicitation documents attached hereto.

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

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

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

CSPEC APPROVAL

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

Cultural Council
OF GREATER JACKSONVILLE

August 24, 2017

MEMORANDUM

TO: Greg Pease, Chief, Procurement
FROM: Christie Holechek, Director of Art in Public Places
RE: Public Art Maintenance for City-owned Artworks and Memorials

The Cultural Council of Greater Jacksonville respectfully requests the Procurement Division proceed with the issuance of a Request for Proposal (RFP) to procure conservation and maintenance services on city-owned public art and memorials located in public facilities throughout Duval County through the use of the Competitive Sealed Proposal Evaluation Committee (CSPEC).

The Art in Public Places Program (APP), on behalf of the City of Jacksonville and Cultural Council of Greater Jacksonville has responsibility (Ordinance Code 126.908.d) for the maintenance and conservation of the Art in Public Places Collection (APP). In 2016, a condition survey was conducted on the APP Collection to report the current physical state and the conservation and maintenance needs of each object. The needs were organized by priority and it determined that at least twenty-four (24) city-owned artworks and memorials including pedestals and plaques need immediate conservation and maintenance. This contract requires the vendor to prepare a Performance Schedule for all objects, a cost proposal of recommended treatments, materials, and equipment; estimated treatment time for each object; and advise on performing recommended daily and annual maintenance procedures on city-owned public art and memorials located in public facilities throughout Duval County.

The evaluated bid process is required due to the specialized nature of the scope included in the RFP (i.e. specialized qualifications of conservators, teams or firms). The evaluated bid process ensures that minimum requirements will be met and that an adequate level of service will be provided.

The requested time period of the agreement is for one year with two one-year renewal options based on satisfactory performance and available funding with an estimated $100,360.00 for funding for Index Code 64N-04938.

The Cultural Council of Greater Jacksonville staff is responsible for evaluating the submitted bids. These individuals will be the Art in Public Places Director, Project Manager, and the Program Coordinator.

If any additional information is required, please do not hesitate to contact me.

Christie Holechek
Director of Art in Public Places

MORE ART. CULTURE. PEOPLE.

culturalcouncil.org
300 W. Water Street, Suite 201
Jacksonville, FL 32202
phone (904) 358-3600 fax (904) 353-5100

Department of Finance and Administration
Procurement Division

CITY OF JACKSONVILLE

July 25, 2017

To: Greg Pease, Division Chief
Procurement Division

From: Kevin Conway, JSEB Business Compliance Officer KC
Jacksonville Small and Emerging Businesses (JSEB) & Contract Compliance Office

RE: **Public Art Maintenance for City Owned Artwork And Memorials**

The Jacksonville Small and Emerging Business & Contract Compliance (JSEB) Office has reviewed the scope of work, consulted the using agency, and contacted ready, willing, and available JSEBs.

Based upon our findings, we recommend the following:

- ☒ Encouragement
- ☐ Participation
- ☐ Set-Aside %

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

If you need additional information I may be reached at (904) 255-8840.

cc: Annette Leslie-Burney

MR/kc

214 North Hogan Street, Suite 800 □ Jacksonville, FL 32202 □ 904-255-8840 □ Fax 904-255-8842 □ www.jseb.coj.net

Leslie-Burney, Annette

From: Willis, Ann on behalf of RiskReview
Sent: Tuesday, September 19, 2017 11:25 AM
To: Leslie-Burney, Annette; RiskReview
Cc: Freeman, Dustin; ashley@culturalcouncil.org
Subject: RE: RFP Review - Public Art Maintenance for City-owned Artworks and Memorials
Attachments: PUBLIC ART MAINTENANCE SPECS RM Redline 9.19.17.docx; PUBLIC ART MAINTENANCE SPECS RM Redline 9.19.17.pdf

Please find attached Risk Management's redline of the above RFP.
Also attached is the stamped Risk Management approved pdf.
Risk Management has concluded our review unless further assistance is required.

Ann Willis, AINS, CRIS
Property and Casualty Compliance Administrator
Risk Management Division
Department of Finance
City of Jacksonville
117 W Duval Street, Suite 335
Jacksonville, Fl 32202
(904) 630-7891 (o)
(904)630-2100 (f)
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From: Leslie-Burney, Annette
Sent: Wednesday, July 26, 2017 10:57 AM
To: RiskReview
Cc: Freeman, Dustin; ashley@culturalcouncil.org
Subject: RFP Review - Public Art Maintenance for City-owned Artworks and Memorials

Please find the attached RFP for review of the insurance requirements

Thank you,

Annette L. Burney
Purchasing Analyst
Procurement Division
Finance and Administration Department
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202

Ph.: 904-255-8810
Fax: 904-360-8527
Email: aburney@coj.net

*** **Privacy Act:** This communication may contain privileged or other official city information. If you are not the intended recipient or believe that you have received this communication in error, please reply to the sender indicating that fact and delete the copy you received. It is a violation of Federal Law to print, copy, retransmit, disseminate, or otherwise use this information.

PROCUREMENT DIVISION

ONE CITY. ONE JACKSONVILLE.

RFP SPECIFICATIONS

FOR

Public Art Maintenance for City-owned Artworks and Memorials

BID NO: ESC-0252-18

OPEN DATE: TBA

TIME: 2:00 P.M.

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

PRE-BID CONFERENCE: TBA

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

Lenny Curry
Mayor

Gregory Pease, Chief
Procurement Division

REQUEST FOR PROPOSAL

Public Art Maintenance for City-owned Artworks and Memorials
For
City of Jacksonville, Florida

SECTION 1
(Specific Information Regarding this RFP)

1.1 Introduction

The Cultural Council of Greater Jacksonville ("CCGJ") on behalf of the City of Jacksonville ("City" or "Buyer") intends to hire an individual or firm ("Vendor") to provide the services described in Section 1.2 of this Request for Proposal ("**RFP**"). Persons interested in submitting a response to this RFP (a "**Response**") should carefully review this RFP for instructions on how to respond and for the applicable contractual terms. This RFP is divided into the following sections:

Section 1	Specific Information Regarding This RFP
Section 2	General Instructions
Section 3	General Terms and Conditions of Agreement
Section 4	Description of Services (if referenced in Section 1.2 below)
Attachment A	Response Format
Attachment B	Evaluation Matrix
Attachment C	Equal Business Opportunity Program Requirements
Attachment D	Contract
Attachment E	Disqualified/Probationary Vendors List
Attachment F	Protest Procedures
Attachment G	Indemnification
Attachment H	Insurance Requirements
Form 1 -	Price Sheet
Form 2 -	Conflict of Interest Certificate
Form 3 -	Business/Corporate References
Form 4 -	No Bid Form
Exhibit A	2016 Condition Report

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

1.2 Scope of Services.

The services sought under this RFP are generally described as follows: The Art in Public Places Program (APP), on behalf of the City of Jacksonville (City), Florida, and Cultural Council of Greater Jacksonville (CCGJ), requires the services of experienced conservators, teams or firms which demonstrate the professional qualifications required to prepare a cost proposal of treatment reports; cleaning objects; and advise on the procedures of performing conservation and maintenance on city-owned public art and memorials located in public facilities throughout Duval County.

Please see Section 4 for a full description of the services and deliverables required under this RFP.

1.3 Term of Agreement.

The term of the service contract will be for one (1) year with two (2) one (1) year renewal options based on satisfactory performance and available funding.

1.4 Minimum Requirements for Contractors.

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

a) The Vendor must have no less than ten (10) years' experience in the work detailed in the Scope of Services (Section 4) accompanied by an advanced degree of at least a master's in conservation or a related field, or fifteen (15) years' experience or more if the Vendor does not hold a postgraduate degree. This experience must be demonstrated via a cv/resume identifying similar projects in scope and the ability to perform the scope of work necessary to produce credible assignment results.

b) The Vendor must provide at least three (3) references of clients for which it has provided the services described in the Scope of Services or similar projects.

c) The Vendor must show proof of experience with images and scope of work for at least three (3) examples of past conservation and maintenance work on permanent artworks and memorials in a variety of media such as, but not limited to, granite, bronze, concrete, stainless steel, marble, enamel, copper, wood, aluminum, limestone, painted canvas and muslin, ceramic tile and glass. Conservators who apply as a team must demonstrate both the qualifications of individual team members, as well as the team's qualifications to work together on projects

d) The Vendor must have the ability to obtain and maintain liability insurance as required by the City of Jacksonville and must submit with their response, Certificate of Insurance evidencing the required coverage OR a signed affidavit from their insurance provider stating they can provide all required coverage at the levels required by the RFP. (see Attachment H)

e) The Vendor must be properly licensed to operate as a company in the state of Florida Properly licensed to operate as a company in the state of Florida and hold local Duval County tax certificate if applicable.

1.5 Equal Business Opportunity Program.

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

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

Contractors may contact Buyer's Equal Business Opportunity Office at 904-255-8840 or find the JSEB directory at the City's website at www.jseb.coj.net

1.6 Documents Available for Inspection (if applicable).

N/A

1.7 Federal Funds.

Federal funds will not be used as part of this solicitation. If federal funds will be used, please see Attachment E for additional terms and conditions.

1.8 Pre-/Pre-Proposal Meeting.
There is no pre-proposal meeting scheduled for this RFP.

1.9 Response Due Date.
The deadline for submitting responses to this RFP is **Wednesday, September 27, 2017 at 2:00 p.m.** Please see Sections 2.3 and 2.4 for more details.

1.10 Response Delivery Location.
Responses must be delivered to the following location:

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

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

1.12 Contact Person.
If any questions arise during the bidding period of this Project, contact Annette Burney, Purchasing Analyst, Procurement Division, at aburney@coj.net .

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

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

(Remainder of page intentionally left blank.)

SECTION 2

GENERAL INSTRUCTIONS
(RFP for CSPEC Services)

Contents

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

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

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

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

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

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

2.3 Format/Content of Responses.

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

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

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

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

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

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

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

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

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

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

2.4 Submission of Responses.

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

B. Contractor shall submit:

1) One (1) original signed version of its Response clearly marked as "ORIGINAL." The Response must be signed by an officer or employee having authority to legally bind Contractor.
2) Three (3) hard copies of the entire Response.

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

4) One (1) REDACTED scanned copy of the Response (if necessary pursuant to Section 2.12). This copy should be marked "Confidential – Trade Secret" or something comparable to alert the reader of Contractor's claim of a public records exemption.

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

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

2.5 Evaluation of Responses.

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

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

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

2.6 Award of Contract.

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

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

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

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

2.7 **Terms of Agreement.** After award to the successful Contractor, Buyer and Contractor will promptly enter into a written agreement (the "Contract") incorporating the terms of the RFP, the successful Response, and other terms and conditions as may be agreed to between the parties. To the extent the Response contains exceptions to or modifications of the RFP, such exceptions or modifications are stricken unless Buyer affirmatively accepts the exceptions or modifications in the Contract. The Contract will be substantially in the form set forth in an attachment to the RFP. Buyer will not be obligated to pay Contractor for the RFP services until the Contract is signed by both parties. Buyer retains the right to reject all bids and/or amend its notice of award at any time prior to the full execution of the Contract.

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

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

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

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

- communications regarding the RFP to the Chief of the Procurement Division or the Contact Person, provided the communication is limited strictly to matters of process or procedure already contained in the RFP.
- communications with the city employee responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures.
- communications at any pre-bid conferences.
- communications with the Office of Inspector General and his/her staff regarding any perceived inefficiency, misconduct or abuse by City employees.

- presentations before publicly noticed committee meetings.
- contract negotiations during any duly noticed public meeting.
- any duly noticed site visits to determine competency of bidders during the period between bid opening and issuance of the Chief of Procurement Division's written recommendation.
- communications that are necessary for, and solely related to, the ordinary course of business concerning Buyer's existing contract(s) for the materials or services addressed in the RFP.

The period for these prohibitions commences upon the advertisement of the RFP and terminates after the Chief of the Procurement Division issues a written recommendation to the corresponding awarding committee. If the awarding committee refers the Chief's recommendation back for further review, the prohibitions shall be reinstated until such time as the Chief issues a subsequent recommendation.

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

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

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

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

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

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

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

(d) Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

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

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

2.14 **Conflict of Interest.** Section 126.110 of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or Contractor. The parties will follow the provisions of Section 126.110, Jacksonville *Ordinance Code,* with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with Buyer, to the extent the parties are aware of the same. All Contractors must submit the Conflict of Interest Certificate attached to the RFP.

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

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

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

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

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

- Contractor currently has no delinquent obligations to the City of Jacksonville or any of its independent agencies.
- The Response is submitted in good faith and without any prior or future consultation or agreement with any other respondent or potential respondent;
- To the best of the knowledge of the person signing the Response, neither the Contractor, its affiliates, subsidiaries, owners, partners, principals or officers:
  - is currently under investigation by any governmental authority for conspiracy or collusion with respect to bidding on any public contract;
  - is currently under suspension or debarment by any governmental authority in the United States;
  - has within the preceding three years been convicted of or had a civil judgment rendered against it, or is presently indicted for or otherwise criminally or civilly charged, in connection with (i) obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; (ii) violation of federal or state antitrust statutes; or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - has within the preceding three-year period had one or more federal, state, or local government contracts terminated for cause or default.
- If this Agreement is for goods or services of $1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:

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

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

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

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

- Contractor has read and understands the RFP terms and conditions, and the Response is submitted in conformance with those terms and conditions.

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

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

The Procurement Protest Procedures include the following provisions:

- a Protestant shall have 10 business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an amendment, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing: (i) the basis for making the award in question; (ii) evaluation criteria; (iii) equipment, product, or material specifications; (iv) proposed project schedules; (v) statements regarding participation goals or other equal opportunity measures; or (vi) other general solicitation or project requirements.
- a Protestant shall have 48 hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a . . . recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a bid or proposal; (ii) a contract award; or (iii) the short-listing of bidders or proposers.
- A written Notice of Protest shall: (i) be addressed to the Chief [of Jacksonville's Procurement Division]; (ii) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Chief to identify the same; (iii) state the timeliness of the protest; (iv) state Protestant's legal standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.
- At the time of filing a timely Notice of Protest, a Protestant may request an extension of three (3) business days after the date its Notice of Protest is timely received, in which to provide supplemental protest documentation. Failure to do so or to timely submit the supplemental protest documentation shall constitute a waiver of any right to same.
- The timely filing of a Notice of Protest shall be accomplished when said notice is actually received by the Procurement Division within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Chief of Procurement Division at 214 North Hogan Street, Suite 899, Jacksonville, Florida 32202, or by electronic transfer via facsimile to (904) 255-8837. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant, regardless as to the method of delivery employed.

SECTION 3

GENERAL TERMS AND CONDITIONS OF AGREEMENT

Contents

3.1 Provision of Services
3.2 Relationship of the Parties
3.3 Buyer's Right to Make Changes
3.4 Service Warranties
3.5 Buyer Will Assist Contractor
3.6 Location Requirements for Services
3.7 Use of Subcontractors; Flow-Down Provisions
3.8 Meetings and Reports
3.9 Ownership of Works
3.10 Intellectual Property
3.11 Software Development Processes and Standards
3.12 Limitation of Warranty for Buyer-Furnished Software
3.13 Loss of Data
3.14 Purchase Orders
3.15 Best Pricing for Comparable Services to Other Government Entities
3.16 Invoicing and Payment
3.17 Taxes
3.18 Right of Setoff
3.19 Retention of Records / Audits
3.20 Indemnification
3.21 Insurance
3.22 Buyer's Right to Suspend Work
3.23 Buyer's Right to Terminate for Convenience
3.24 Buyer's Remedies Upon Contractor Default.
3.25 Contractor Remedies Upon Buyer Default.
3.26 Transition Services
3.27 Force Majeure, Notice of Delay, and No Damages for Delay
3.28 No Waiver
3.29 Qualification of Contractor Employees, Subcontractors, and Agents
3.30 Security Procedures
3.31 Restrictions on the Use or Disclosure of Buyer's Information
3.32 Protection of Contractor's Trade Secrets and Other Confidential Information
3.33 Assignment
3.34 Notice and Approval of Changes in Ownership
3.35 Assignment of Antitrust Claims
3.36 Equal Employment Opportunity
3.37 Other Non-Discrimination Provisions
3.38 Prompt Payment to Subcontractors and Suppliers
3.39 Conflicts of Interest
3.40 Contingent Fees Prohibited
3.41 Truth in Negotiation Certificate
3.42 Compliance with Applicable Laws
3.43 Cooperative Purchasing
3.44 Warranty of Ability to Perform
3.45 Warranty of Authority to Sign Contract
3.46 Governing State Law/Severability/Venue/Waiver of Jury Trial
3.47 Construction

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

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

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

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

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

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

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

3.7. Use of Subcontractors; Flow-Down Provisions. Except to the extent the use of subcontractors is disclosed in the Response or consented to in writing by Buyer, Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder. In all cases, Contractor will be responsible for the acts or omissions of its subcontractors. Contractor will ensure that all relevant contractual obligations will flow down to the subcontractors and will be incorporated into the subcontracts (including the obligations relating to insurance, indemnification, delays, intellectual property rights, public records, non-discrimination, audits, security, location of services, termination, transition assistance, warranties, and the manner in which the Services are to be performed).

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

3.9. Ownership of Works.

(a) As used in Sections 3.9 and 3.10, the term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative, report, finding, recommendation, data and memorandum of every description, shared with or delivered to Buyer pursuant to the Contract.

(b) With the exception of Contractor's pre-existing intellectual capital and third-party intellectual capital as described in Section 3.10 below, Buyer shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each Work including, but not limited to, software, source code, reports, deliverable, or work product developed by Contractor specifically for Buyer in connection with the Contract, and derivative works relating to the foregoing. The use of these Works in any manner by Buyer shall not support any claim by Contractor for additional compensation.

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

3.10. Intellectual Property.

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

(b) If the Work contains, has embedded in, or requires for the use of, any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Contractor shall secure for Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office).

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

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

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

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

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

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

3.16. Invoicing and Payment.

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

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

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

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

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

3.19. Retention of Records / Audits.

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

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

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

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

(e) Contractor must permit Buyer to interview any of Contractor's employees, subcontractors and subcontractor employees to assure Buyer of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or Buyer is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place

of work. Contractor will not charge Buyer for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

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

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

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

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

3.20. Indemnification. See Attachment G

3.21 Insurance. See Attachment H

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

3.23. Buyer's Right to Terminate for Convenience. Buyer reserves the right to terminate the Contract at any time and for any reason by giving written notice to Contractor. If the Contract is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Services actually performed to the date of termination. Access to any and all work papers will be provided to the District after the termination of the Contract. The parties understand and agree that Contractor shall not have a reciprocal right to terminate the Contract for convenience; it being understood that Buyer's payment for Services forms the consideration for Contractor not having this right. In the event of Buyer's termination of the Contract, Buyer (in its sole discretion) may also require Contractor to provide the Transition Services as set forth in Section 3.26 below.

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

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

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

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

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

3.26. Transition Services. At any time prior to the date the Contract expires or terminates for any reason (the "Termination Date"), Buyer may request Contractor to provide reasonable transition assistance services ("Transition Assistance"). Contractor shall provide such Transition Assistance until such time as Buyer notifies Contractor that Buyer no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date.

Transition Assistance shall mean any services, functions or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service provider (either Buyer itself or a third party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by Buyer, those third parties shall cooperate with Contractor in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Contractor.

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

3.27. Force Majeure, Notice of Delay, and No Damages for Delay. Neither party shall be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, subcontractors or agents). Contractor shall notify Buyer in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, Buyer will give Contractor a

reasonable extension of time to perform; provided, however, that Buyer may elect to terminate the Contract in whole or in part if Buyer determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to Buyer. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** No claim for damages, other than for an extension of time, shall be asserted against Buyer. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from Buyer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

3.28. No Waiver. The delay or failure by a party to exercise or enforce any of its rights under the Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, Buyer's payment for the Services shall not release Contractor of its obligations under the Contract and shall not be deemed a waiver of Buyer's right to insist upon strict performance hereof.

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

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

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

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

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

3.32. Protection of Contractor's Trade Secrets and Other Confidential Information. All documents received by Buyer in connection with this Agreement are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or

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

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

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

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

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

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

provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

3.38. Prompt Payment to Subcontractors and Suppliers. The following is required by Chapter 126, Part 6, Jacksonville Ordinance Code; provided however, if Contractor does not use JSEB subcontractors, as identified below, this Section 3.38 shall not apply:

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

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

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

3.39. Conflicts of Interest. Contractor acknowledges that Section 126.112 of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public

office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor.

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

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

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

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

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

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

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

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

3.47. Construction. Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in the Contract. Therefore any doubtful or

ambiguous provisions contained herein shall not be construed against the party who physically prepared the Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

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SECTION 4

DESCRIPTION OF SERVICES AND DELIVERABLES

4.0 BACKGROUND

The City's Art in Public Places (APP) Program, together with the Cultural Council of Greater Jacksonville, acquires, maintains, and performs responsible stewardship of public art throughout the City. In coordination with the City, the Art in Public Places Program oversees the maintenance, conservation and collections management of over 115 permanent city-owned artworks and memorials located in Duval County. Art in Public Places Program staff will coordinate conservation and maintenance with the City department representative managing the City property where the artworks and memorials are located.

4.1 SCOPE OF WORK

a) The Art in Public Places Program (APP), on behalf of the City of Jacksonville (City), Florida, and Cultural Council of Greater Jacksonville (CCGJ), requires the services of experienced art conservators (Vendor), teams or firms which demonstrate the professional qualifications required to prepare a cost proposal for conservation treatments of 24 city-owned artworks and memorials and annual maintenance upon completion of treatment.

b) Each object is identified in the 2016 Condition Survey (**Exhibit A**). They are located in public facilities throughout Duval County, and include a range of sizes of indoor and outdoor sculpture and medium to large-scale integrated design installations. Treatment shall address the object conditions identified in the 2016 Condition Survey. The list represents an estimated quantity. The City reserves the right to add or delete projects.

4.2 VENDOR REQUIREMENTS

a) The Vendor must be proficient working with the various media presented in the 2016 Condition Survey including, but not limited to, granite, bronze, concrete, stainless steel, marble, enamel, copper, wood, aluminum, limestone, painted canvas and muslin, ceramic tile and glass, including the ability to provide lifts, scaffolding, equipment and other subcontractors as necessary.

b) The qualified Vendor must be an individual with no vested interest in the items being repaired. Any Vendor involved in the purchase or sale of the item or similar items being evaluated is not recommended.

c) The qualified Vendor must provide lifts, scaffolding, equipment and other subcontractors as necessary.

d) The qualified Vendor must provide their own transportation and travel accommodations.

e) All work shall be performed in a manner that protects the City's properties and in accordance with conservation and maintenance best practices in handling artworks and memorials.

4.3 CONSERVATION TREATMENT

The 2016 Condition Report (**Exhibit A**) describes recommended treatments based on the survey of the collection. The Vendor must provide estimated timelines/ or a performance schedule to complete the recommended treatments for each listed object. These may be in the form of a report or chart.

4.4 ANNUAL MAINTENANCE

The Vendor must provide a description of recommended day-to-day maintenance treatments for each listed object in Exhibit A, as well as a recommended schedule to complete maintenance treatments in a calendar year. These may be in the form of a report or chart.

4.5 DELIVERABLES

a) Conservation Treatment Time
The estimated time to complete conservation treatments (may be in the form of a report)

b) Conservation Treatment Price Sheet
Complete **Form 1 Part A Price Sheet** (should include pricing of materials, equipment, and treatment fees).

c) Maintenance Treatment Price Sheet
Complete **Form 1 Part A Price Sheet** (should include pricing of materials, equipment, and treatment fees).

d) Annual Maintenance Treatment Schedule
Advise on the procedures of performing maintenance treatments and the recommended schedule for annual maintenance of objects.

4.6 FEES

a) A flat fee shall be provided for Vendor's proposal, to include rates for each employee assigned to project. List any outside consultants, if any, and their fee structure and cost for annual maintenance for each object.

b) Vendor shall also provide a fee for conservation treatment and maintenance consultation. These fees will be used should the City require pre-conservation consultation on additional art work. The consultation fee shall be submitted on **Form 1 Part B**.

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ATTACHMENT A

RESPONSE FORMAT

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

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

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

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

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

- Price Sheet (Form 1)
- Conflict of Interest Certificate (Form 2)
- Business References (Form 3)
- All issued addenda (Please check the Procurement website prior to submitting your response.)

4) **Proof of Minimum Requirements.** Responses will ONLY be accepted from companies meeting the minimum requirements in Section 1 of the RFP. Contractor must provide clear documentation that they meet the minimum requirements.

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

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ATTACHMENT B

EVALUATION MATRIX

The evaluations will be based upon the following criteria, and Contractors are requested to provide, as a minimum, the information listed under each criterion. **Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the proposal as non-responsive.** The response to each of the criterion will be evaluated relative to the other responses received and will be awarded to the highest scoring, responsive, responsible bidder for the total of below Evaluation Criteria. Contractors are encouraged to arrange their responses in a format that will offer ready review and evaluation of each criterion.

1. **COMPETENCY** Describe the background, expertise and experience of firm and subcontractors, demonstrating ability to provide the requested specialized services. Points will be divided per each bullet listed below. **(30 total points)**

   a. Narrative background on Contractor's relevant experience. **(15 points)**

   b. Identification and documentation of experience of key personnel assigned to report with resumes attached. **(15 points)**

2. **EXPERIENCE** Include organization's history and list describing past projects justifying experience in subject matter and tasks as outlined in RFP. **(25 total points)**

   a. List and description of past conservation and maintenance projects justifying experience in subject matter and tasks as outlined in RFP. **(15 points)**

   b. Samples of prior relevant work product with before and after images. **(10 points)**

3. **WORK PLAN** Describe the Vendor's understanding of the requirements of this solicitation, and its ability, approach for executing tasks of RFP. Provide Treatment Schedules for executing Conservation (1) and Maintenance (1) of each project specified in the 2016 Condition Report including Price Sheets (**Form 1 Parts A&B**). **(25 points)**

4. **FEE** The Vendor submitting the lowest cost to the City as determined by Form 1 Price Sheet shall receive the maximum number of points. The Vendor submitting the lowest cost for Flat Fee to the Cultural Council of Greater Jacksonville shall receive the maximum number of points for cost **(20 points)**.

   a. Each sub-sequentially higher cost shall be divided into the lowest cost received and the product % will be multiplied by the maximum points available to render the points.

   Score = (Lowest Bid/Next Low Bid) 20

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ATTACHMENT C

EQUAL BUSINESS OPPORTUNITY PROGRAM

(SEE ATTACHED)

EQUAL BUSINESS OPPORTUNITY PROGRAM
Encouragement Plan

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.

This project has been designated to be under the Equal Business Opportunity Program and has been selected to utilize the following method for achieving JSEB utilization and goals under the Equal Business Opportunity Program: **The Encouragement Plan.**

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 (Schedule of Participation) to submit JSEB Participation on this Bid. You may contact the City's Equal Business Opportunity Office for a copy of the JSEB directory or visit our web site at www.JSEB.coj.net .

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

SCHEDULE OF JSEB SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

NAME OF BIDDER _____

PROJECT TITLE _____

BID NUMBER _____ TOTAL BASE BID AMOUNT_____

***Please list all JSEBs**

NAME OF SUB FIRM	ADDRESS OF FIRM	TYPE OF SUB (if certified)	TYPE OF WORK TO BE PERFORMED	TOTAL CONTRACT VALUE

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

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

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

Print Name: _____

Attach additional list of subcontractors/sub-consultants as needed

ATTACHMENT D

Contract for Cultural Council of Greater Jacksonville

THIS AGREEMENT is made on _____ **[Month, Day, Year]**

BETWEEN

1. **CULTURAL COUNCIL OF GREATER JACKSONVILLE, "Buyer"**; and
2. "Service Provider" collectively referred to as the "Parties". **RECITALS**

The Buyer wishes to be provided with the Services (defined below) by the Service Provider and the Service Provider agrees to provide the Services to the Buyer on the terms and conditions of this Agreement.

1. **Key Terms**

1.1 **Services**

The Service Provider shall provide the following services ("Services") to the Buyer in accordance with the terms and conditions of this Agreement. All written correspondences attached as exhibits hereto are a material part of this acknowledgement and are incorporated by reference.

1.2 **Delivery of the Services**

a. **Start date:** The Service Provider shall commence the provision of the Services on [Month, Day, Year]
b. **Completion date:** The Service Provider shall complete/cease to provide the Services by/on ("Completion Date").

1.3 **Site**

The Service Provider shall provide the Services at the site(s) listed in the 2016 Art in Public Places Condition Report.

1.4 **Price**

c. As consideration for the provision of the Services by the Service Provider, the price for the provision of the Services is- ("Price").
d. The Buyer shall/shall not pay for the Service Provider's out-of-pocket expenses.

1.5 **Payment**

e. The Buyer agrees to pay the Price to the Service Provider on the following dates:

The Service Provider will receive two payments, half at the initiation and second half at the completion of Services or on - whichever occurs later.

f. The Service Provider shall invoice the Buyer for the Services that it has provided to the Buyer upon the date of Completion.
g. The Buyer shall pay such invoices within 45 days of their receipt from the Service Provider.
h. The method of payment of the Price by the Buyer to the Service Provider shall be by:
   i. [check] sent to the Service Provider

i. Any charges payable under this Agreement are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision of the Services by the Service Provider to the Buyer under this Agreement and such shall be payable by the Buyer to the Service Provider in addition to all other charges payable hereunder.

2. General terms

2.1 Intellectual Property Rights

The Service Provider agrees to grant to the Buyer a non-exclusive, irrevocable, royalty free license to use, copy and modify any elements of the Material not specifically created for the Buyer as part of the Services. In respect of the Material specifically created for the Buyer as part of the Services, the Service Provider assigns the full title guarantee to the Buyer and any all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished. If any third party intellectual property rights are used in the Material the Service Provider shall ensure that it has secured all necessary consents and approvals to use such third party intellectual property rights for the Service Provider and the Buyer. For the purposes of this Clause, "Material" shall mean the materials, in whatever form, used by the Service Provider to provide the Services and the products, systems, programs or processes, in whatever form, produced by the Service Provider pursuant to this Agreement.

2.2 Warranty

a. The Service Provider represents and warrants that:
   i. it will perform the Services with reasonable care and skill; and
   ii. the Services and the Materials provided by the Service Provider to the Buyer under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.

2.3 Limitation of liability

b. Subject to the Buyer's obligation to pay the Price to the Service Provider, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Price.
c. To the extent it is lawful to exclude the following heads of loss and subject to the Buyer's obligation to pay the Price, in no event shall either party be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.

2.4 Term and Termination

d. This Agreement shall be effective on the date hereof and shall continue, unless terminated sooner in writing, until the Completion Date.
e. Either Party may terminate voluntarily this Agreement upon 15 days notice in writing if:
   i. the other is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 15 days of written notice from the other Party so to do.
f. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

2.5 Relationship of the Parties

The Parties acknowledge and agree that the Services performed by the Service Provider, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

2.6 **Confidentiality**

Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

2.7 **Notices**

Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand, first class post, facsimile transmission or electronic mail to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Subject to any applicable local law provisions to the contrary, any such communication shall be deemed to have been made to the other Party, if delivered by:

vii. First class post, 2 days from the date of posting;
viii. Hand or by facsimile transmission, on the date of such delivery or transmission; and
ix. Electronic mail, when the Party sending such communication receives confirmation of such delivery by electronic mail.

2.8 **Miscellaneous**

g. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

h. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity or enforceability of the remainder of this Agreement shall be affected.

i. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.

j. This Agreement may not be amended for any other reason without the prior written agreement of both Parties. All written correspondences attached as exhibits hereto are a material part of this acknowledgement and are incorporated by reference. In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, each party shall, bear its' own attorney fees and costs of sustaining its position

k. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

l. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.

m. This Agreement shall be governed by the laws of the jurisdiction in which the Buyer is located (or if the Buyer is based in more than one country, the country in which its headquarters are located) (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

3. **Amendments to existing clauses**

Additional clauses

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

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

AS WITNESS the hands of the Parties hereto or their duly authorized representatives the day and year first above written.

SIGNED by

for and on behalf of

CULTURAL COUNCIL OF GREATER JACKSONVILLE

_____

Signature

_____

Printed Name/ Date

SIGNED by

for and on behalf of

-

_____

Signature

_____

Printed Name/ Date

ATTACHMENT E

DISQUALIFIED/PROBATIONARY VENDOR LIST

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

VENDOR	VENDOR-FEIN #	Date of Disqualification	Eligibility Reinstatement Date
Able Lumber and Supply	593198312	07/18/1997	07/18/1998
**A Real Unique Experience, LLC	****6340	3/15/2015	9/15/2015
Armored Car Services	593191058	02/10/2000	02/10/2001
*Arnett Contracting, Inc.	223965485	06/04/2010	06/04/2013
**B & H Full Service Cleaning, Inc.	*****3840	11/19/2010	11/19/2011
C & H Construction	593216284	03/07/2002	03/07/2003
Carolina Paper Mill	593579372	10/20/1980	10/20/1981
*Cleft Landscape Mgmt.	590036843	10/26/2000	10/26/2001
Concerned Citizens of Developing the Disable, Inc. d/b/a A.I.C.R.		07/23/1998	07/23/1999
Court Yard Concepts	593198312	05/07/1997	05/07/1998
Creed Company	45357941	03/07/1990	03/07/1991
D&D Site Work, Inc.		10/9/2013	10/9/2016
Elite Public Safety		03/25/2000	03/25/2001
Fire Defense Centers	593035606	06/08/1987	06/08/1988
*First Coast Site Contractors	273995727	10/26/2012	10/26/2013
**Francbeth, Inc.	593658944	7/9/2014	7/9/2015
*GA Janitorial Cleaning Svcs., Inc.	010684614	08/31/2009	08/31/2010
George Patterson & Assoc.	59317759	06/05/1998	06/05/1999
G K Solutions	593541756	09/08/1999	09/08/2000
**J&J Recycling and Demo, LLC	*****1758	4/21/2015	10/21/2015
*Process Server Enterprises, LLC	263336079	04/29/2010	04/29/2011
**Ray T. Freiha Construction, Inc.	593615599	06/01/2010	06/01/2012
*The Real Dirt Busters	*****3042	10/26/2012	10/26/2015
The Rose Group, LLC	*****0716	07/21/2015	07/21/2018
**Sheza General Contractors, Inc.	593430930	11/02/2010	11/02/2011
Tiger Tale Publication		05/21/1998	05/21/1999
Whittle & Sons		07/25/1980	07/25/1981

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

Revised 7/28/2015

ATTACHMENT F

PROTEST PROCEDURES

(SEE ATTACHED)

CITY OF JACKSONVILLE

PROCUREMENT DIVISION

214 N. Hogan Street – 8th floor, Jacksonville, Florida 32202
(904) 255-8800-Ph; (904) 255-8837-Fax; www.coj.net

PROCUREMENT PROTEST PROCEDURES

126.106(e) PROTEST PROCEDURES

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

126.106(e)(1) Purpose and Scope

(a) These protest procedures are promulgated pursuant to § 126.106(e) of the Jacksonville Ordinance Code (the "Code"), which authorizes the Chief of the Procurement Division (the "Chief") to "prepare and publish rules and regulations governing bid protests." In the event a court of competent jurisdiction declares any provision of these Procurement Protest Procedures to be unconstitutional, invalid, or otherwise unenforceable, then all remaining provisions shall be severable, valid and enforceable regardless of the invalidity of any other provision.

(b) In accordance with the procedures contained herein, any person or entity that is adversely affected by a decision or an intended decision concerning a solicitation, solicitation documents, award, or any other process or procedure prescribed in the Code and who has standing to protest said decision or intended decision under Florida law (the "Protestant"), must timely file a written Notice of Protest seeking to challenge the decision or intended decision. The issue(s) raised and the information contained in the Notice of Protest and any supplemental documentation filed in accordance with § 126.106(e)(4), hereof, must clearly identify and explain the factual and legal basis for any relief sought, and shall be the only issue(s) and information the Protestant may present for consideration before the applicable committee.

126.106(e)(2) Definitions

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

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

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

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

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

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

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

126.106(e)(3) Timely Notice of Protest

(a) **Recommendations of Award and/or Bid Rejection.** A Protestant shall have 48 hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a Procurement Division recommended award of an exceptional purchase or an award or recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a bid or proposal; (ii) a contract award; or (iii) the short-listing of bidders or proposers.

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

(c) **Computation of Time** - The computation of the time limitations or periods contained herein shall be governed by and shall be pursuant to Florida Rule of Civil Procedure 1.090(a). Failure to file a written Notice of Protest within the applicable time limitation or period shall constitute a waiver of any right, remedy, or relief available hereunder.

(d) **Form and Content of the Notice of Protest** - A written Notice of Protest shall: (i) be addressed to the Chief; (ii) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Chief to identify the same; (iii) state the timeliness of the protest; (iv) state Protestant's legal standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.

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

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

126.106(e)(5) Delivery

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

126.106(e)(6) Process

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

(b) Those persons or entities, other than the Protestant, who will be directly affected by the resolution of the protest shall be given notice of the protest hearing, and the Notice of Protest and any supplemental protest

documentation shall be made available to them upon a written request for the same.

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

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

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

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

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

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

126.106(e)(8) Independent Agency, Board or Delegated Authority

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

CERTIFICATE OF ADOPTION AND IMPLEMENTATION

The preceding Procurement Protest Procedures are hereby adopted this 1st day of October, 2011, by the undersigned Chief of Procurement for immediate implementation, and will remain in full force and effect until such time as they may be formally revised, amended, supplemented, superseded, or abolished.

Procurement Division

Gregory Pease, Chief
City of Jacksonville
214 N. Hogan Street, 8th floor
Jacksonville, Florida 32202
(904) 255-8800 – Phone
(904) 255-8837 – Facsimile
gpease@coj.net

ATTACHMENT G

INDEMNIFICATION

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

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

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

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

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

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

(Remainder of page intentionally left blank.)

ATTACHMENT H

INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Vendor 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 Vendor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

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

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

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

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

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

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

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

Such insurance shall be on a form acceptable to the City and shall cover for those sources of liability arising out of the rendering or failure to render the services required in this contract. Such 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.

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2026, Automobile Liability CA2048.

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

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

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

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

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

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

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

I. Notice. The Vendor 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 then the Vendor shall provide a thirty (30) day written notice of any change in the above coverages or limits, coverage being suspended, voided, and cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Vendor under this Contract 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 may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Vendor shall present this Contract and **Attachment G & H** 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 Vendor.

(Remainder of page intentionally left blank.)

FORM 1

PRICE SHEET

(SEE ATTACHED)

FORM 1 - PRICE SHEET			
PUBLIC ART MAINTENANCE FOR CITY-OWNED ARTWORKS AND MEMORIALS			
PART A - CONSERVATION TREATMENT			
Item	Description	Unit Price	Maintenance
1	Bust of Robert Burns	$	$
2	Confederate Memorial (The Confederate Monument)	$	$
3	Coruscating River	$	$
4	Female Runner (Champion to the River Runner)	$	$
5	Florida's Tribute to the Women of the Confederacy	$	$
6	Flywheel	$	$
7	General Andrew Jackson (The Jacksonville Landing)	$	$
8	Jacksonville Navy Memorial	$	$
9	LaVilla Braid	$	$
10	Mandarin Tree	$	$
11	Memorial to the Great Fire of Jacksonville	$	$
12	No Couch Potatoes Here	$	$
13	Passing of the Torch (Bob Hayes Runner)	$	$
14	Pine Breeze Dandy	$	$
15	Portico	$	$
16	Prismetal	$	$
17	River Runner	$	$
18	Riverview Community Center	$	$
19	Rookie Card	$	$
20	Showing the Way: Tillie K. Fowler Memorial	$	$
21	Talking Continents	$	$
22	Untitled (Archway)	$	$
23	Wisdom	$	$
24	Wisdom Walls	$	$
	TOTAL PRICE	$	

FORM 1 - PRICE SHEET

PUBLIC ART MAINTENANCE FOR CITY-OWNED ARTWORKS AND MEMORIALS

PART B - CONSULTATION FEES

The consultation fees listed below shall be used if additional artwork is added to the scope of work. Bidder shall submit a flat consultation fee.

1	Conservation Treatment		$
2	Maintenance		$

COMPANY NAME:

SIGNATURE:

FORM 2

CONFLICT OF INTEREST CERTIFICATE

Bidder must execute either Section I or Section II hereunder relative to Section 126.201, *Ordinance Code*, and Section 112.313(12), *Florida Statutes*. Failure to execute either Section may result in rejection of this proposal.

SECTION I

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

_____	_____
Signature	Company Name
_____	_____
Name of Official (Type or Print)	Business Address
	_____
	City, State, Zip Code

SECTION II

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

Name	Title or Position	Date of Filing
_____	_____	_____
_____	_____	_____

_____	_____
Signature	Company Name
_____	_____
Name of Official (Type or Print)	Business Address
	_____
	City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

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

Public Official _____

Position Held: _____

Position or Relationship with Bidder: _____

FORM 3

Business/Corporate References

Firm: _____

Owners Name: _____

Phone: _____

Project: _____

Value: $_____

Firm: _____

Owners Name: _____

Phone: _____

Project: _____

Value: $_____

Firm: _____

Owners Name: _____

Phone: _____

Project: _____

Value: $_____

Firm: _____

Owners Name: _____

Phone: _____

Project: _____

Value: $_____

Firm: _____

Owners Name: _____

Phone: _____

Project: _____

Value: $_____

FORM 4

NO BID SURVEY

UNABLE TO SUBMIT A BID? WE SINCERELY HOPE THIS IS NOT THE CASE.

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to:

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

We are unable to submit a bid at this time due to the following reasons:

_____

_____

_____

Name of Firm: _____

Signature & Title: _____

Street: _____

City: _____ State: _____ Zip: _____

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

EXHIBIT A

2016 CONDITION REPORT

(SEE ATTACHED)

Artist: Stephen Oakley

Title: *Portico*

Location: Beaches Senior Citizens Center - 281 19th Avenue South, Jacksonville Beach, FL 32250

Date/ Period/ Origins: 1989

Materials: Concrete columns with copper sheeting over wood arch construction

Dimensions: 12'x7'6"x8'6"

Description:
The sculpture consists of two (2) pairs of concrete columns that support two (2) arches. Each pair supports an arch fabricated in wood and covered in copper sheeting affixed with copper roofing nails. An 18" high curved wall snakes through the two archways.

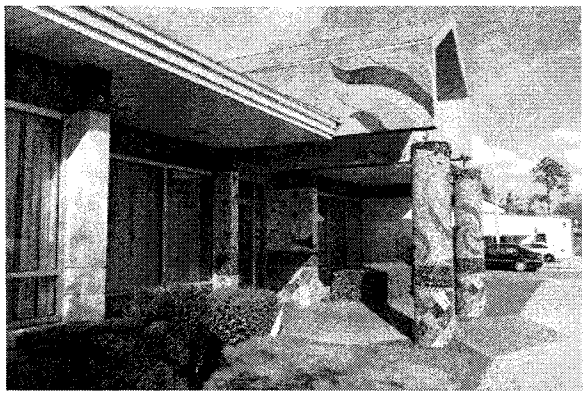
Date of Examination: 8/23/16 **Priority: 1**

Comments on location:

Full Sun	
Partial Sun	X
Protected by Roof	
Indoors	
Busy Street	
Public Interaction	X
Close to Water	X
Sprinklers	
Trees Overhang	X
Safety Concern	

2016 Condition:
The structural stability of the top portion could not be assessed, as access was not possible at the time of the visit. The four columns appear solid and unmoving.

The conditions described in 2012 are similar to what is currently seen. The piece is generally soiled with dirt, insect casings, spider webs and biological growth. The biological growth is prevalent over all of the surfaces. Some of the cracking described in the previous report appears to have worsened. Three of the columns have renewed cracking occurring through the previous inappropriate repairs. The worst of the cracking appears in one of the columns, closest to the water. This has opened to a width of 1/2" at its widest. The copper sheet has begun to discolor and some green corrosion is visible.



Artist: Jan Tomlinson Master & Wendy Mandel McDaniel

Title: *Wisdom Walls*

Location: Northside - 2165 West 33rd Street, Jacksonville, FL 32209

Date/ Period/ Origins: 2004

Materials: Exterior mosaic mural, ceramic tile

Description: This work is a ceramic tile mosaic that is incorporated into the entryway of the James E. McMillan Education Facility. The mosaic wraps the columns and side entry walls continuing up onto the ceiling of the canopy. The colors are generally bright and create geometric shapes. Also incorporated are three-dimensional butterflies and glazed text quotes. There is a bronze plaque mounted to the paved entrance walkway adjacent to the installation.

Dimensions (sculpture/ mount): Approximately 406 square feet

Date of Examination: 2/23/16 **Priority:** 1

Comments on location: The piece is in a high pedestrian traffic area and frequently interacted with as a main entrance feature. Spills and abrasions are likely to continue due to its location. It is not susceptible to vehicles, but there is a parking lot nearby, so it is exposed to exhaust particulates. Some elements are in full sun throughout the day while others are in full to partial shade. There are no overhanging trees or encroaching plants. There are plantings and grass nearby, so there may be sprinklers in the area. The piece is not specifically spot-lit, but there is lighting in and adjacent to the entryway.

Condition: Overall, the installation appears to be in fair condition. The front two columns appear to have some interior issues that are displaying on the exterior surfaces. A white substance is leaching from the bottom halves of the columns and clouding the glaze finish. Selective sounding suggests that the tiles are well adhered to the walls. No bulging was noted on any of the surfaces. There is significant glaze loss on the exterior columns. This is indiscriminate and appears all around the columns. The back walls and ceiling elements are in better condition and show only minor abrasions and loss. There is minor grout loss and possible tile loss around the base of the columns. It appears that the cinder block used to prop open the door rubs the surface of the tiles behind. On the upper portions of the mosaic there are bolts and washers that go through the mosaic. The majority of these are painted, however a few of the washers are corroded. It was noted that there is water damage at the roof of the canopy on the proper left side. All of the small medallions that line the roof edge appear to be in good condition. The surfaces are generally soiled with dirt, dust accumulations, and dried spills.

Note: Observed conditions related to water damage emanating from the canopy that are related to general building maintenance should be mitigated prior to treatment of the mosaic.

Artist: Allen G. Newman

Title: *Bust of Robert Burns*

Location: Confederate Park - Phelps Street between Main and Hubbard Streets, Jacksonville FL 32202

Date/ Period/ Origins: 1930

Materials: Marble / concrete with bronze plaque

Dimensions: 8'x6'x6'

Description:
This is a single component piece depicting a marble bust on a concrete base. There is a small bronze plaque and a relief floral element on the front of the shaft, as well as the word BURNS at the base.

Comments on location: **Date of Examination:** 8/23/16 **Priority:** 2

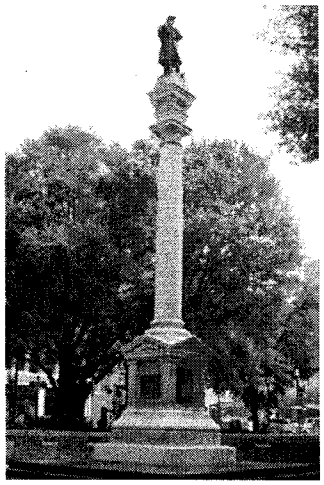
Full Sun	
Partial Sun	X
Protected by Roof	
Indoors	
Busy Street	
Public Interaction	X
Close to Water	
Sprinklers	
Trees Overhang	X
Safety Concern	

2016 Condition:
Access to the top of the piece was not possible at the time of assessment, and therefore, no comments are made on the stability of the sculpture.

The condition appears much the same as was noted in 2012, though it has continued to deteriorate. The bust is soiled with dirt, debris, biological growth, and spider webs. The figure's face has severely eroded and biological growth appears to be in many small crevices across the marble. This is likely contributing to the accelerated deterioration of the marble. It is not clear if the surface is friable, as it was not possible to access this area.

The base also appears to have similar conditions to what was noted in 2012, but it has continued to deteriorate. The crack in the back of the piece, noted in 2012, has been covered with an inappropriate material and is now more apparent. There appears to be erosion related damage to all of the concrete letters in the name " Burns."

The plaque is generally in good condition. The missing bolt, noted in 2012, has been replaced and is intact. The bottom edge has green discoloration and is in need of a protective coating.



Artist: George H. Mitchell

Title: *Confederate Memorial (The Confederate Monument)*

Location: Downtown - Hemming Plaza bounded by Hogan St. Laura St. Jacksonville, FL 32202

Date/ Period / Origins: 1898

Materials: Bronze statue, Granite column / Base: Granite with bronze plaque

Dimensions: 59'x4'

Description:
This is a monument featuring a bronze figure standing erect with his hands resting on a gun in front of him, positioned on a high granite column and base. Bronze plaques are on each side of the rectangular base. A fountain surrounds the monument, but the water does not contact the bronze or granite elements.

Date of Examination: 8/23/16 **Priority: 2**

Comments on location:

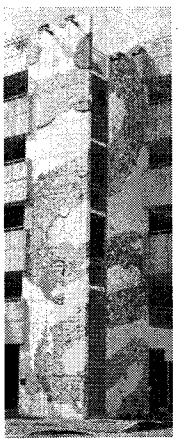
Full Sun	X
Partial Sun	
Protected by Roof	
Indoors	
Busy Street	
Public Interaction	
Close to Water	
Sprinklers	
Trees Overhang	
Safety Concern	

2016 Condition:
This piece was assessed from the ground with the use of a high-powered zoom lens. Comments on the structural stability of this piece are not possible due to a lack of access to the upper portions at the time of assessment.

The monument is in fair condition and appears to have deteriorated significantly since the 2012 assessment. The overall surface is soiled with dirt and other environmental contaminants. The bronze figure appears to have lost a significant amount of its protective coating. The patina is now streaked and uneven.

The granite directly below the piece is covered with cupric staining and mineral deposits. Black environmental staining was noted on several of the undercuts of the high entablature and capital of the column. The column and base appear to be mostly clean with only surface dirt.

The four plaques are in overall good condition; however, the bottom edge of each plaque has spots of cupric corrosion. This was also noted in the 2012 report.



Artist: Milagros Art Collective

Title: *Coruscating River*

Location: Downtown - 200 East Adams Street
(stair tower facades at corner of Market)

Date/ Period/ Origins: 2013

Materials: Mural -- exterior primer/paint

Description: The work is a mural painted on the stair tower facades of a parking garage. The work is an abstract composition with various shapes in a winding band. The background is black and white with multi-colored figures through the banding. There is a lacquered bronze plaque mounted to west side of mural.

Dimensions (sculpture/ mount): 52' x 10'

Date of Examination: 2/22/16 **Priority:** 2

Comments on location: The east side of the mural (along N. Market) appears to receive more sunlight than the other (along E. Adams). The lower 10' of the work is highly accessible to the public and any building maintenance/cleaning practices. It is located close to a moderately busy intersection and is thus exposed to vehicle exhaust particulates. Since it is located on a parking garage, it is exposed to repeated vibration and higher concentrations of vehicle exhaust. There are no encroaching plantings or overhanging tree branches. The piece is spot lit from above on both sides and there is ambient light from streetlights.

Condition: Overall, the work appears to be in fairly good condition. Hairline cracking through the paint layer was noted throughout the lower 10' of the mural and is likely the result of cracking at the concrete substrate. There is no clear pattern to the cracking. The concrete adjacent to the stairwell opening is cracked and there are some losses at the edge. The black patterning is light and appears blanched in general, though this may be intentional. Thick, bright paint drips were noted on lower surfaces, but appear to be from the original installation/painting. The paint overall is very matte aside from metallic hi-lights and the white primer, which has a satin finish. There is some abrasion and material transfer along the bottom edge of the mural at the north-facing side. There is corrosion runoff staining from the light fixtures above the mural. There is residue in a runoff pattern from what appears to have been wet toilet paper that was thrown against the surface of the mural. Light atmospheric soiling was noted throughout the installation. There are some drip accretions at the north face. There is minor biological growth along the bottom edge, especially where the concrete is damaged. The presence of a clear, protective coating was not evident at the time of inspection.

Artist: Allen G. Newman

Title: *Florida's Tribute to the Women of the Confederacy*

Location: Confederate Park - Phelps Street between Main and Hubbard Streets, Jacksonville FL 32202

Date/ Period/ Origins: 1914

Materials: Bronze / granite

Dimensions: 13'x3'x3'

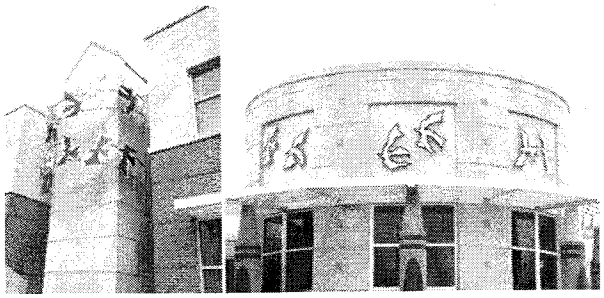
Description:
This is a large-scale monument consisting of a granite structure containing twelve ionic columns set under a square roof and entablature. The roof is topped with a bronze figure of a woman holding a flag above her head as it drapes downward. At the center of the interior is a bronze depiction of a woman and two children reading, set on top of a granite base with one bronze plaque affixed to the front. An additional bronze plaque is located on the base of the column set to the left when viewed from the front.

Comments on location: **Date of Examination:** 8/23/16 **Priority:** 2

Full Sun	
Partial Sun	X
Protected by Roof	X
Indoors	
Busy Street	
Public Interaction	X
Close to Water	
Sprinklers	
Trees Overhang	X
Safety Concern	

2016 Condition:
The monument is in fair condition. Comments on structural stability are not possible at this time as the upper portions of the monument were not accessible.

The conditions appear to have deteriorated further since the 2012 survey. While the granite surfaces are still in good condition, the bronzes are streaked and discolored. The protective coatings appear to be lost from all of the metal surfaces, including the plaques. The bronzes are very soiled with dirt, environmental contaminants, spider webs, and wasp nests. The bronzes, while streaked and uneven, do not appear to have signs of unstable corrosion at this time. The protective coating appears to have worn unevenly and is in need of replacement.



Artist: David Griggs

Title: *Flywheel*

Location: Downtown - 1095 A. Phillip Randolph Blvd, Jacksonville, FL 32206

Date/ Period/ Origins: 2006, reinstalled 2007

Materials: Acrylic, polyurethane paint, stainless steel, aluminum. Birds - laminations of cryoacrylic adhesives, paint, and screw-post mechanical fasteners. Hoop trusses - schedule 80 (double wall) 6061 stock aluminum pipe

Description: This work is a multi-component installation of large-scale two-dimensional birds. The translucent colorful birds are yellow, red, or blue, with applied opaque silver borders or infill. They are grouped in two separate locations at the exterior of the Jacksonville Children's Commission. In one location they are mounted directly to the building's exterior while in the other they are mounted to aluminum pipe that is anchored to the building.

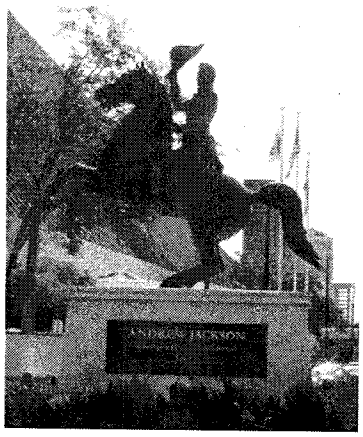
Dimensions (sculpture/ mount): 28 bird forms, 3' x 4' x ½" each

Date of Examination: 2/22/16 **Priority:** 2

Comments on location: The works are not accessible to the public or vehicles. They predominantly receive full sun throughout the day. They are installed on the building along two streets, neither of which is particularly busy. There are no overhanging tree branches.

Condition: The silver material around the edges and in the bodies of several of the bird figures (presumably the polyurethane paint) is coming off. It does not appear to be peeling or lifting, but may be chipping off in little bits. This condition is most noticeable at the blue elements mounted to the west-facing hoop trusses. At the northwest corner of the building, again most paint loss is occurring in the blue birds. Some minor losses were noted at the red figures. The losses are possibly sun related since the west-facing surfaces are exhibiting the most loss. Minor ferrous corrosion was noted on several hardware elements at the hoop trusses. Small iridescent beetles were noted on the surfaces of the birds. Light atmospheric soiling was observed throughout the installation with bird droppings emanating from behind one figure mounted to the building at the northwest corner.

Artist: Clark Mills



Title: *General Andrew Jackson Reviewing the Troops at the Battle of New Orleans Jan. 8,1815 (Andrew Jackson)*

Location: The Jacksonville Landing - At the corner of S. Hogan St. and Independent Drive, Jacksonville, FL 32202

Date/ Period/ Origins: 1987

Materials: Bronze, Concrete Covered with Rocomat Marble

Dimensions: 10'x3'x9'

Description:

This is a single component piece including a bronze depiction of Andrew Jackson atop a rearing horse. The horse is connected to the masonry base by two rear legs. The patina color appears to be the typical monumental bronze color. The base is a light colored stone block. There are two slate inserts on each side with raised letters that read "ANDREW JACKSON; After whom Jacksonville was named; 1822."

Comments on location: **Date of Examination:** 8/23/16 **Priority: 2**

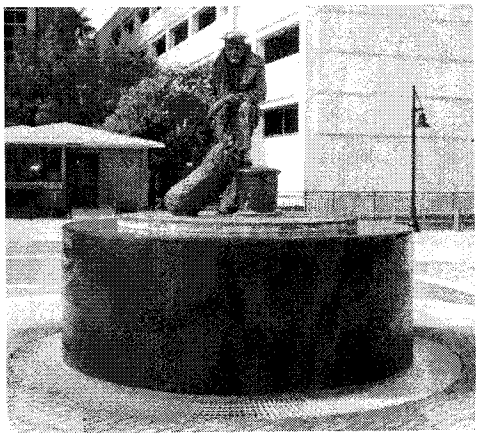
Full Sun	X
Partial Sun	
Protected by Roof	
Indoors	
Busy Street	X
Public Interaction	
Close to Water	
Sprinklers	
Trees Overhang	
Safety Concern	

Revised 2016 Condition:

It was not possible to determine the stability of the bronze figure, as there was no access at the time of assessment, however no listing was detected.

The surface condition appears to have worsened since the survey in 2012; however, the left bridle piece is now intact and appears to have been repaired since the survey. The metal is generally soiled with dirt and other environmental contaminates, including bird droppings, car exhaust, and insect casings. Much of the protective coating has begun to wear off and is now showing early signs of patina disruption, particularly uneven coloring on the belly of the horse. There are areas of red visible on the horse's rear, as well as under Andrew Jackson's proper right leg and on his back.

The base has some cupric staining on the top, as well as, emanating from several cracks on the elevations. This suggests that water is not shedding fully from the top of the base. On the proper right side of the base, the A, W, C, and K are loose. Several of the other letters appear to have been epoxied back in place, but are stable. There is some minor brown staining on the proper right side of the slate. All of the joints in the slate have white discoloration, possibly remnants from when the joins were mortared. There appears to have been a clear coating on the letters, which is now fail-ing in small areas.



Artist: Stanley Bleifeld

Title: *Jacksonville Navy Memorial*

Location: Jacksonville Southbank Riverwalk - Near Crowne Plaza on Prudential Drive, Jacksonville, FL 32207

Date/ Period/ Origins: 1987

Materials: Bronze / granite

Dimensions: 5'8"x3'x5'

Description:
This is a single component bronze figure of a navy man. He leans forward resting his proper left arm on his proper left leg, which stands on a ship post. A duffle bag leans in front of him. The figure is the central component in a fountain. He is raised above a circular concrete platform and water flows downward in a circle around him. The central component, on which the figure stands, is concrete with glass tiles around the outer edge. The water does not contact the bronze elements.

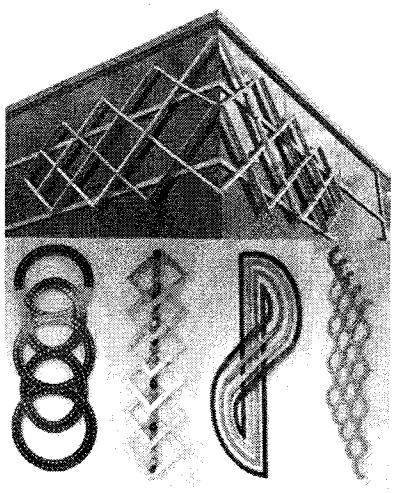
Comments on location: **Date of Examination:** 8/23/16 **Priority:** 2

Full Sun	X
Partial Sun	
Protected by Roof	
Indoors	
Busy Street	
Public Interaction	
Close to Water	X
Sprinklers	
Trees Overhang	
Safety Concern	

2016 Condition:
It was not possible to come in direct contact with the sculpture, therefore, an assessment of its structural stability could not be made at this time.

The condition appears to have worsened considerably since 2012. At that point, it was in excellent condition. Currently, the condition is fair. The surfaces are generally soiled with dirt and other environmental contaminants. The sculpture appears to have lost much of its protective coating, which has resulted in patina changes overall. There are several large areas that are currently red. This does not appear to be an original patina choice, but rather red cupric corrosion. The lower portions of the piece display bright green corrosion. A white scuffmark appears on the proper right side at the base of the duffel bag. Water appears to collect in his hat and this has lead to discolora-tion in this area.

The base is generally in good condition; however, there are several cracks from which white min-eral deposits are emanating. There are also white mineral deposits on the top of the base and a thick white crust coating the bottom two rows of tiles.



Artist: Susan Cooper

Title: *LaVilla Braid*

Location: Downtown-829 North Davis Street, Jacksonville, FL 32202

Date/ Period/ Origins: 2007

Materials: Wall sculptures/Mounted Metal Shapes out of aluminum, painted with automotive paint, LED light bars, projected LED light installation

Description: This is a multi-component piece. There are four wall mounted aluminum sculptures on each face of the main exterior walls. These are geometric shapes, lines, and balls. The majority of surfaces are painted aluminum, but the diamond elements are exposed metal. The neon, braided element consists of 42 colored neon lights interwoven around the corner of the building. There are ten LED lights on the upper walls above one section of flat roof. These lights reflect upward on the walls in a variety of lighted patterns.

Dimensions (sculpture/ mount): Wall sculptures at State and Davis Streets: Painted aluminum (8 pieces, 2.75' x 2' x 4" each), Window sculpture at Davis and Union Streets: Neon light bars (9' x 28'); Projected LED light installation on upper story (15' x 140')

Date of Examination: 2/23/16 **Priority:** 2

Comments on location: There are 8 aluminum pieces that are mounted into the exterior walls: 4 face the parking lot, 4 face the street. All are accessible to the public and are not far from vehicular traffic and exhaust. They do not appear to be hit with direct sunlight. The neon light bars and projected LED light installation are not accessible to the public, but receive full sunlight throughout the day. They are also subjected to vehicle exhaust, but to a lesser degree. There are no nearby trees or encroaching plantings.

Condition: Overall, the installation is in fair to good condition. Of the 8 wall-mounted sculptures, one of the street side elements has a cracked bar and two loose connection points. White bloom and filiform aluminum corrosion was noted throughout each element. In some instances, the corrosion is extending below the paint layer, causing it to bubble. This has resulted in some paint loss, which will continue if not addressed. There are small areas of abrasions, some with associated paint loss. At the bottom of the diamond element, there is some ferrous corrosion and what appears to be metallic in-painting adjacent to this area. In general, the pieces are soiled with dirt, insect casings, and spider webs throughout each element. White deposits and paint spray from the surrounding walls are present on the diamond elements.

The neon lights are currently not working according to the building supervisor. The Union Street side was working up until a few months ago. The color on the tubes is fading on both sides. This is slightly more noticeable on the Davis Street side. There are two types of wires visible: bailing wire for installation and electrical wire for power. The stability of the piece could not be assessed at this time. The lighting box for this element is inside the ceiling, and the electrical box is across the hall in the maintenance closet.

LED lights reflect light onto the wall. Several lights were replaced a couple of years ago. The white panels are replacements. There is rust on some of the connections to the wall. Some are painted and are stable. The controls are in a downstairs mechanical closet. The majority of the lights appear to be in working order. One light at the corner of Davis and Union is not working. One light is missing and it is in the possession of the public art office.

Artist: Charles Fager

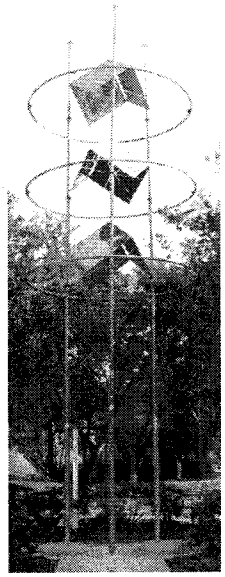
Title: *Mandarin Tree*

Location: Mandarin Senior Citizens Center - 3848 Hartley Road, Jacksonville, Florida 32257

Date/ Period/ Origins: 1989

Materials: Stainless Steel

Dimensions: 31'4"x10'x10'

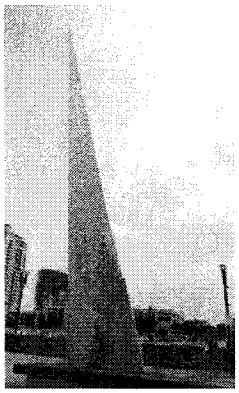


Description:
This is a single component piece made of stainless steel. Three vertical poles support three circular tubes with three sheet metal components, made up of three individual plates, suspended within the construction. Metal wires connect all of the elements together and provide support.

Comments on location: **Date of Examination:** 8/23/16 **Priority:** 2

Full Sun	
Partial Sun	X
Protected by Roof	
Indoors	
Busy Street	
Public Interaction	X
Close to Water	
Sprinklers	
Trees Overhang	X
Safety Concern	

2016 Condition:
A full assessment of the structural stability of the piece was not possible at the time of assessment, as access to the top and its connections was not possible. All upper portions were examined through a high-powered lens and the connections appear sound. This should be investigated at close range during treatment. There is movement in the vertical bars when pressed, but the piece does not seem unstable.
It appears that the conditions are similar to what was seen in 2012, though additional areas appear to be deteriorating as well. In 2012, it was observed that all of the connections had rust on the channel elements that guide the wires at the connection point. These connections still contain rust though they do not appear to be affecting the metal wires at this point. In some cases, the corrosion is so extensive that appears to be staining the wire within it.
In addition, the metal sheets appear to be either baked enamel coated or mirror finished depending on its location. On three of the upper facing surfaces the enamel coating appears to be deteriorating, leaving an uneven surface finish. Several of the nuts, 6-8, are heavily rusted. There are also 2 I-hooks in the upper portions that are corroding.
All surfaces are soiled, with dirt, bird droppings, and debris. A large wasp nest is present in the very top element's peak. There are several marks and scuffs on the lower poles.



Artist: Bruce White

Title: *Memorial to the Great Fire of Jacksonville*

Location: Downtown - Northbank River Walk at Market Street and Coastline Dr., between Adam's Mark Hotel and former city hall.

Date/ Period/ Origins: 2002

Materials: Stainless steel, lighting elements

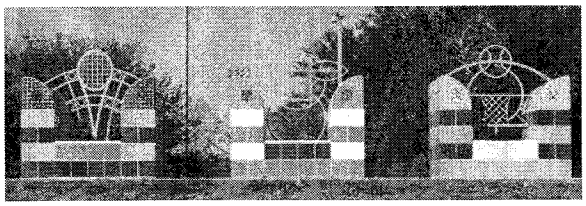
Description: This is a large-scale, single component piece made of stainless steel and designed as a leaning pyramid. The surface texture is machined. The piece was assessed during the day, but the public art representative stated that the piece lights up orange at night to represent the great fire. The stainless steel sculpture is set on a raised concrete base. There are two aluminum plaques mounted to the base with antiqued backgrounds.

Dimensions (sculpture/ mount): 40' x 5' x 4'

Date of Examination: 2/22/16 **Priority:** 2

Comments on location: The piece sits in a paved open park along the river walk. The river is approximately 10 feet from the front edge of the sculpture. The concrete base is interactive and accessible for sitting and skateboarding. The lower 5'-10' of the sculpture and the plaques are highly accessible to the public. The lighting elements are internal and not accessible. The piece is in full sun throughout the day. There are no encroaching plants, overhanging trees, or nearby sprinklers.

Condition: The piece appears structurally stable with no movement or leaning. Overall, surface corrosion is beginning throughout the work. This exhibits as orange discoloration in the lined crevices of the machining. The concrete base has worn edges, paint, grease, and losses that are typical of areas that see skateboarders. There are incised scratches on the proper left side in the concrete. Gum residue and marks are present on the proper right side. The existing plaque was free from the sculpture and was removed from the site by the public art representative. The proper right side appears to be missing a plaque with bolts remaining in the concrete. The access panel has only 4 connections remaining, but appears secure. The surfaces are generally soiled: dirt, gum, insects, and debris cover the surface. The lighting element(s) are housed within the sculpture and light is supposed to emanate along the edges of the stepped, jagged stainless elements.



Artist: Roxanne Horvath & Peter Rumpel

Title: *No Couch Potatoes Here*

Location: Intercoastal West –
11751 McCormick Road, Jacksonville, FL 32225

Date/ Period/ Origins: 2006

Materials: Glass and glazed tile, concrete block, paint, grout, powder coated aluminum

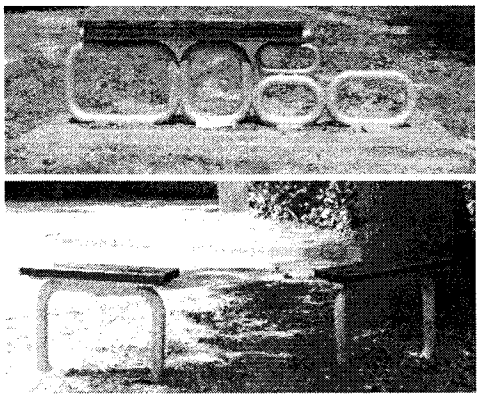
Description: Three mosaic chairs with imagery of tennis racket, football, and basketball hoop in aluminum at the center of each. The tennis monument has red, mustard yellow, and turquoise tiles, with a tennis racket and net depicted. The football monument has turquoise, white and red tiles, with two footballs, goal posts, and the field line depicted. The basketball monument has mustard yellow, red and white tiles, with a basketball, the hoop, net, and 3-point line depicted.

Dimensions (sculpture/ mount): 3 chairs, 5'-4" wide, 3'-6" deep and 5'-6" high, actual footprint of the slab that these three chairs sit on is approximately 20' X 8'

Date of Examination: 2/23/2016 **Priority:** 2

Comments on location: The installation sits atop a small hill. It is not accessible to vehicles, but is accessible to people. They are offset at least 20 feet from the nearest walkway. The work appears to receive full sun throughout the day. No sprinkler heads were noted nearby. There are no encroaching plantings or overhanging tree branches. At night, there are streetlamps in the vicinity and possibly security cameras on nearby buildings.

Condition: Overall the piece appears to be in good condition with no major structural concerns. There is one cracked clear and colored art tile at the proper left front side of the football-themed chair. There are hairline scratches in at least two other similar tiles throughout the composition. White aluminum corrosion blooms were noted at the proper right tennis-themed chair. This is associated with some powder coating loss. Corrosion bubbling beneath the powder coating surface was also noted throughout the metal element at this composition. It was also noted at the other two metal elements, but is most prolific at the tennis chair. White efflorescence was noted at the base concrete pad emanating from all three art structures. Most efflorescence was noted at the east and south sides of each structure. There is possible efflorescence at the proper right vertical side of the basketball-themed chair, near the base of the piece. It looks like the efflorescence may be bubbling up under the yellow paint. Efflorescence was also observed emanating from cementitious grout at proper right, interior vertical tile on the football chair. There are hairline cracks through the concrete pad, but they appear to be the result of settling. The pad was damp at the time of inspection due to earlier rain. The north and west sides of the concrete pad and each structure were still damp hours after the rain. There are several light scratches through the paint coating on the concrete block elements due to abrasion. There is one area of applied black marker graffiti at the top proper right side of the basketball chair. At the back proper left side of this chair, there is a small yellow square tile with glaze loss down to the clay body of the tile. The pieces are moderately soiled throughout with heavier accumulations on the horizontal seating elements. There are bird droppings throughout, even on the metal elements. There is green and black biological growth on areas of the white, sanded, cementitious grout, especially at the horizontal seats and around the base. There is some black biological growth in select areas of white silicone grout. There is some white silicone grout loss at the top, proper right edge of the football chair, at the front of the piece. Green paint was observed on several tiles at the horizontal seat part of the football chair.



Artist: Judith Gefter

Title: *O's*

Location: Riverview Community Center - Len Turner Road and Water Street Jacksonville, FL 32202

Date/ Period/ Origins: 1984

Materials: Brushed aluminum with wooden seat / metal plate cast into concrete

Dimensions: 5'6"x6'6"x1'

Description:
This is currently a three-component piece consisting of three aluminum and wood benches. The pieces are set in close proximity to each other at the north of the building. The larger piece is made up of 5 tubular O's and sits on an aluminum base plate, which is set into a concrete pad. The two smaller pieces are identical and are each a single O with a wooden seat. The bases for these appear to be buried. According to the 2012 report all three components were originally one piece. Additional research is necessary to understand the original configuration.

Comments on location: **Date of Examination:** 8/24/16 **Priority: 2**

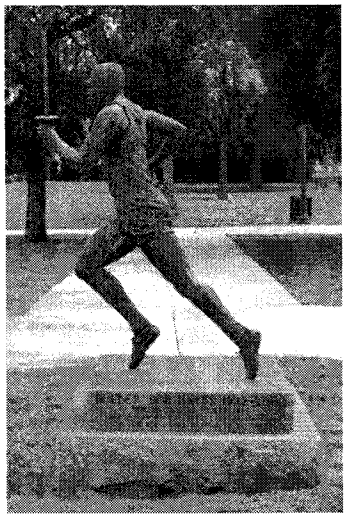
Full Sun	X
Partial Sun	
Protected by Roof	
Indoors	
Busy Street	
Public Interaction	X
Close to Water	
Sprinklers	
Trees Overhang	X
Safety Concern	

2016 Condition:
Due to the unknown nature of the original composition of the artwork at the time of assessment, all three elements were surveyed as individual components.

All three pieces appear to be structurally stable and secure. As mentioned in the 2012 report, the larger bench and its foundation is leaning. The method of attachment for the smaller benches is currently unknown.

The piece is in fair condition. All three components are heavily soiled with dirt, debris, and biological growth. The condition of the wooden elements appears better than what was seen in 2012 and these may have been replaced over time. Each piece is solid, though weathered, dry, and cracked.

The metal elements are in fair condition. There is some minor aluminum corrosion on the tubes under the benches. The majority of bolts appear to be ferrous metal and have rusted. There is a crack in one of the tubes on the larger bench that extends around the circumference of the pipe. As described in the 2012 report there are two areas on the larger bench that have been cut. These pipes have uneven edges and open ends.



Artist: Unknown

Title: *Passing the Torch (Bob Hayes runner)*

Location: A Phillip Randolph Park - 1096 A Phillip Randolph Blvd., Jacksonville 32206

Date/ Period/ Origins:2002

Materials: Bronze / granite

Dimensions: 6'9"x2'4"x3'10"

Description:
This is a single component bronze sculpture depicting the African American runner Bob Hayes carrying the Olympic torch. He is set on a polished granite base with an identifying description on the base.

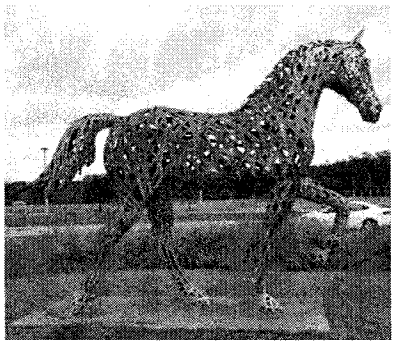
Comments on location: **Date of Examination:** 8/23/16 **Priority:** 2

Full Sun	X
Partial Sun	
Protected by Roof	
Indoors	
Busy Street	X
Public Interaction	X
Close to Water	
Sprinklers	
Trees Overhang	
Safety Concern	X

2016 Condition:
The piece moves significantly when pressed. This is to be expected considering the figure is attached at two small points; however, this should be monitored because of the prominent location in a park designed for small children. This could be a safety hazard if children were to regularly climb on the artwork.

This piece is in fair condition. Observations are similar to those seen in 2012, however they appear to have deteriorated further. The surfaces are generally soiled with dirt, insect casings, and bird droppings. There is bird guano residue on the top of the head, which has run down on three sides of the face. This appears to be reacting with the surface and causing discoloration. The protective coating appears to have deteriorated and has left the surface looking dry and uneven. There are a few minor areas of corrosion in the jersey, particularly around the A and the proper right armpit. The torch is also showing signs of corrosion.

The base is in good condition. There is minor cupric staining at each foot.



Artist: Michael Stutz

Title: *Pine Breeze Dandy*

Location: Westside - 13611C Normandy Blvd, Jacksonville, FL 32221

Date/ Period/ Origins: 2004

Materials: Woven latticed bronze strips, stainless steel frame, bronze sculpture fabricated from bronze Alloy# 655. Concrete base and stainless armature with 40 stainless steel square tube. Patina was applied to the sculpture.

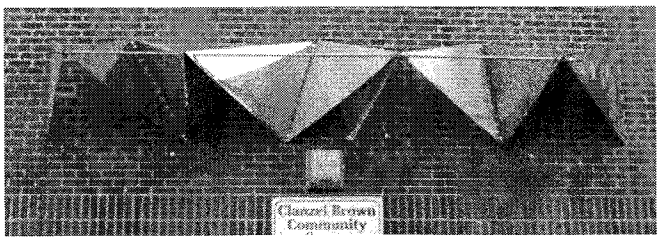
Description: The sculpture is a life size portrayal of a horse comprised of woven bronze strips and a painted stainless steel armature. There is a signature panel on the back proper right leg and a lacquered bronze plaque mounted to the concrete pad.

Dimensions (sculpture/ mount): 9' x 11' x 3 ½'

Date of Examination: 2/24/16 **Priority:** 2

Comments on location: The horse is located at the center of a roundabout in front of the Jacksonville Equestrian Arena. It is anchored to a low concrete slab that is surrounded by grass, with tall grasses several feet away, encircling the piece. The plants help to deter pedestrians from approaching the piece. Vehicle traffic is approximately 30' away. The low grass around the sculpture pad is trimmed and does not encroach upon the piece. The work is spot lit from one side. Sprinkler heads were not observed in the planter area.

Condition: The sculpture appears to be in fair to good condition and structurally stable. Although the commemorative plaque indicates the armature is stainless steel, a magnet was placed close to the steel and it was attracted to the surface. There is a medium brown, matte paint coating on the armature that is chipped in areas, exposing the steel below. There is at least one area of corrosion with associated corrosion runoff staining and other areas where corrosion is developing. This may indicate that the stainless steel is likely 304, not 316 grade. The green patina on the bronze strips is generally even throughout with the exception of the interior of the body, the underside of the belly and the areas of white discoloration that appears as possible runoff from the upper areas and/or mineral deposits. Some areas do appear brighter than others. There is also cupric staining on the concrete around each foot. The sculpture is generally soiled with dirt and bird droppings. There are two bird nests inside of the head of the horse. There is white discoloration throughout the entire surface. The feet in particular have accumulated white deposits. There is no apparent coating on the surface, which is dry and chalky. The head has significant dried bird droppings.



Artist: Charles Fager

Title: *Prismetal*

Location: Clanzel T. Brown Community Center - 625 Julia Street North Jacksonville Florida 32202

Date/ Period/ Origins: 1987

Materials: Stainless Steel with baked enamel finish

Dimensions: 3'x16'x30'

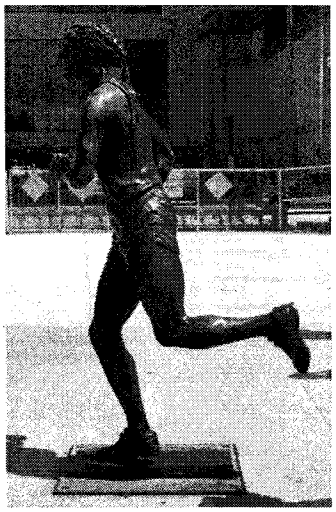
Description:
The sculpture consists of 11 triangular panels mounted onto a brick wall at the Clanzel Brown Community Center. The panels are positioned at irregular angles to the wall and each other and joined with a rod. This configuration creates different triangular spaces between the panels. The stainless steel sheets are either different baked enamel colors or high polished, which reflect the color of the adjoining panels.

Comments on location: **Date of Examination:** 8/24/16 **Priority: 2**

Full Sun	
Partial Sun	X
Protected by Roof	
Indoors	
Busy Street	
Public Interaction	X
Close to Water	
Sprinklers	
Trees Overhang	
Safety Concern	

2016 Condition:
Comments on structural stability cannot be made currently, as close access to the piece was not possible during the assessment.

The piece is in fair condition. Surfaces are generally soiled with dirt and biological growth. The conditions described in the 2012 report are still accurate, however, three of the 11 baked enamel panels are now deteriorated. Large accumulations of debris and trash are present in the v shaped areas. It appears that people throw trash and stones into these valleys. There are also approximately 3-4 dents on one of the mirrored panels. There is no visible corrosion at the time of assessment.



Artist: Derby Ulloa

Title: *River Runner*

Location: Northbank Riverwalk - 225 Coastline Drive East
Jacksonville, FL 32202

Date/ Period/ Origins:2002

Materials: Bronze

Dimensions: 6'2"x2'x3'6"

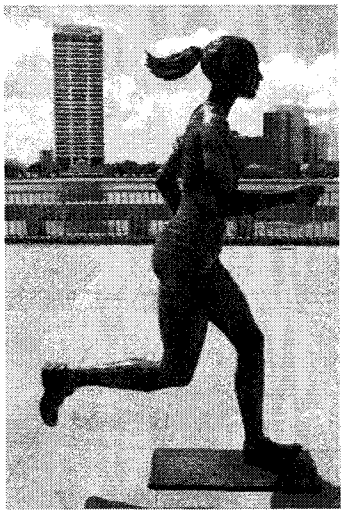
Description:
This is a single component bronze sculpture depicting a male runner in motion. The artwork has a bronze base plate that sits flat onto the sidewalk near the river downtown.

Comments on location: **Date of Examination:** 8/24/16 **Priority:** 3

Full Sun	X
Partial Sun	
Protected by Roof	
Indoors	
Busy Street	
Public Interaction	X
Close to Water	X
Sprinklers	
Trees Overhang	
Safety Concern	

2016 Condition:
The sculpture appears to be structurally stable and secure. It is in good condition, but is generally soiled with dirt and environmental contaminants. The protective coating is beginning to deteriorate and signs of loss can be seen at the high points, particularly the hair, tops of shoulders, tops of forearms, the back of the proper left leg, left heel and the base. There is some minor green discoloration in the proper right shoelaces and eyes. There is also a scratch on the back of the proper left thigh.

The plaque is soiled and has lost its protective coating, but is generally in good condition. No discoloration is visible.



Artist: Derby Ulloa

Title: *Female Runner (Companion to River Runner)*

Location: Northbank Riverwalk - 225 Coastline Drive East
Jacksonville, FL 32202

Date/ Period/ Origins:2009

Materials: Bronze

Dimensions: 5'6x1'10"x3'6"

Description:
This is a single component bronze sculpture depicting a female runner in motion. The bronze base plate sits flat onto the sidewalk.

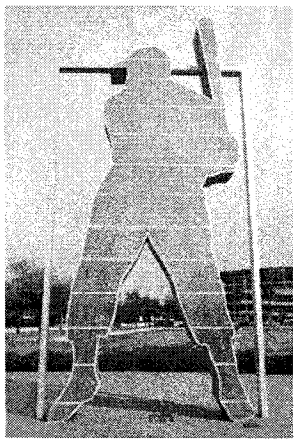
Comments on location: **Date of Examination:** 8/24/16 **Priority:** 2

Full Sun	X
Partial Sun	
Protected by Roof	
Indoors	
Busy Street	
Public Interaction	X
Close to Water	X
Sprinklers	
Trees Overhang	
Safety Concern	

2016 Condition:
The sculpture exhibits some movement when pressed. This is to be expected due to the fact that the figure is connected to the base at only one point in the foot. This is the design, but it should be monitored, as it appears that the public regularly interacts with the artwork. There is also movement with a strong gust of wind.

The sculpture is in fair condition, but is generally soiled with dirt and environmental contaminants. There are several areas of bird droppings. The protective coating is beginning to deteriorate and signs of loss can be seen at the high points, particularly the hair, tops of shoulders, tops of forearms, and the back of the proper left leg and heel. There is some minor green discoloration on the underside of her ponytail. There are several areas with extensive scratches, particularly the proper right shoulder and arm, as well as the proper right leg.

The plaque is soiled and has lost its protective coating, but is generally in good condition. Some of the shine in the letters has dulled.



Artist: Barbara Grygutis

Title: *Rookie Card*

Location: Downtown - 301 A. Phillip Randolph Blvd
Jacksonville, FL 32202

Date/ Period/ Origins: 2005

Materials: Structural aluminum, perforated aluminum skin, lights, granite, caulk

Description: This is a large-scale aluminum silhouette of a baseball player figure, surrounded by a rectangular support frame, which suggests a baseball card. The figure is covered with perforated aluminum panels with horizontal lines that cut across. The interior of the sculpture is lighted in some areas. Two granite balls with a cut out in the top are situated on either side of the figure.

Dimensions: Aluminum figure: approximately 27'x 11'5" x 2'

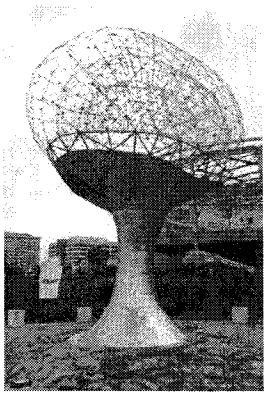
Date of Examination: 2/22/16 **Priority:** 2

Comments on location: The sculpture is anchored directly into a larger rectangle area comprised of granite pavers, located at the end of a path. This is at the edge of the parking lot for the baseball field. The piece is regularly interacted with during events, as it is highly accessible to the public, and is about 50' from vehicle traffic. Landscaping, consisting of short bushes surrounds the rectangular space. No trees or bushes are near or overhang the piece. There are lights near the path and the road, so the piece is likely lit at night. It receives full sun throughout the day.

Condition: The aluminum sculpture appears to be in fair condition. It appears to be structurally sound with no movement when pressed. The access panel on the proper right side is currently attached by only one bolt. Because of this, it is possible to lift open the panel to see inside. The opposing panel is sound and has all attachment points. The interior access panels, while secure, are missing several connections. The proper left side has the bottom bolts broken off and the proper right side is missing all of its original hardware and has only three new looking bolts that do not match. In addition, all of the connection points have cut marks and surface marring that suggest the original hardware was poorly cut from the face. At the back, an enlarged hole in the perforations is present at just above the third horizontal bar from the top. The caulking at the feet of the sculpture has deteriorated and is dry and cracked. The work has a general oxidized appearance throughout the surface. There are minor white corrosion blooms along the bottom edge of the figure's legs as well as in localized areas of the perforated aluminum sheet towards the bottom of the legs as well.

It is generally soiled with dirt, debris, and environmental contaminants. A sticker is on the front of the proper right leg. Plant debris collects at the feet of the figure. There appears to be a wasp nest at the top, under the baseball cap brim. The sculpture was examined during the day, and therefore, a statement on the lighting cannot be made at this time.

The granite balls are in good condition. There is light atmospheric soiling on top/horizontal surfaces. The small bronze plaque at the proper left leg is in good condition with minor patina loss at the top.



Artist: Brower Hatcher

Title: *Showing the Way: Tillie K. Fowler Memorial*

Location: Downtown - Northbank Riverwalk at Jackson Street

Date/ Period/ Origins: 2009

Materials: Stainless steel, aluminum, powder coating

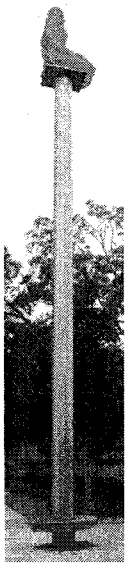
Description: The futuristic work is meant to represent an oak tree. The trunk of the tree consists of an internal armature clad with overlapping stainless steel plates. Sitting atop this structure are three orbs, one inside of another. The orbs consist of what appear to be powder coated rods and washers that have been welded together to form each orb matrix. The spacing between the orbs is maintained by aluminum or stainless steel tubes. All hardware appears to be stainless steel. The work is bolted to a stainless steel pad that is mounted to an elevated base composed of large stones mortared together in a rugged assembly. The sculpture lights up from the center and there are four lights facing upwards on the base.

Dimensions (sculpture/ mount): 25' x 16' x 12'

Date of Examination: 2/22/16 **Priority:** 2

Comments on location: The piece is within approximately 50' of the river. At the time of inspection, there was major construction occurring adjacent to the site. The base is accessible to the public and many people use the path nearby. There are no encroaching plants or overhanging trees and no sprinklers were observed. The piece receives full sun throughout the day.

Condition: This piece is in fair to good overall condition. Corrosion runoff staining was noted dripping down from beneath the panels, which could be due to corrosion on the internal structure. It appears that there may be corrosion forming on the upper connections where the pencil rods are welded to a ring/washer. This is more prominent on surfaces facing the water and in orange/yellow areas. This was difficult to discern, even with binoculars, and should be inspected further. What appears to be chipped paint was noted on the colored lattice elements in localized areas. The protective clear coating throughout the lower stainless panels is poorly applied. It is failing and lifting in areas. Some brush marks are evident in this coating and it appears to have darkened/saturated the lower stainless surfaces. The rocks around the base are dirty and some are loose in their mortar. Moderate atmospheric soiling and bird droppings were observed throughout the installation. Macro biological growth is emanating around the sculpture base. Various accretions were noted throughout the surface. Spotting and what appears to be the beginning of ferrous corrosion was noted on the undersides of the stainless steel bar lattice at the upper part of the silver cauldron.



Artist: Jaume Plensa

Title: *Talking Continents*

Location: Downtown - 300 A. Phillip Randolph Blvd, Jacksonville, FL 32202

Date/ Period/ Origins: 2003

Materials: 6 freestanding sculptures--Polymer fiberglass, steel, wood, LED array
Seating: Teakwood

Description: Each element depicts a bald nude male figure sitting in a prayer position, with his hands on his lap. The figure sits on a small square platform on the top of the 30' stainless steel pole. They each hinge open and there is a lighting element inside. Teak wood benches surround the base of each pole and are meant to light from underneath.

Dimensions (sculpture/ mount): Total Element: 39' x 3' x 4' Figures: 6' x 3' x 4' atop 30' poles Seating: 5' diameter / 3 feet tall

Date of Examination: 2/22/16

Priority: 2

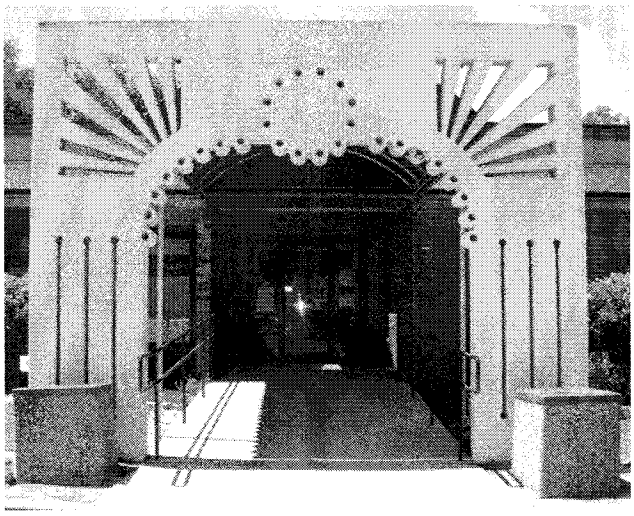
Comments on location: The installation surrounds two sides of the arena as well as across from the arena along an adjacent street. There is light to moderate traffic within close proximity of the pieces during the week. Two highways and a river are within 1/4 of a mile of the installation. The wood benches are exposed to the public, as are lower portions of the poles. There are trees within a few feet of each piece. Each appears to receive full or predominant sun throughout the day.

Condition: Overall, the work appears to be in fair condition with no structural concerns noted. Of most concern are the fiberglass elements at the top of the poles. According to City staff, there is a record of a light pressure washing with low psi in 2012. The fiberglass elements are meant to be translucent, but have a very yellowed and weathered appearance overall, making them appear more opaque. The foreheads and chests of the figures look like they have pockmarks or losses. However, upon closer inspection using binoculars, these marks appear to be lichen growths on the surface of the fiberglass along with bird droppings and general atmospheric soiling. Light green lichens were viewed on surrounding benches. The surfaces have a textured appearance, which may be the result of the fiberglass resin breaking down over time. Some of the seams of the figures are more pronounced at the south-facing sides. Most of the biological growth and soiling was noted at the top/horizontal surfaces of the north-facing sides of the figures, which receive less direct sunlight. The east and west surfaces of each sculpture are generally in better condition.

Minor, localized corrosion was noted on multiple stainless steel poles and looks to be the result of abrasion. There is more corrosion in a pitting and droplet pattern around the base of the poles and below the wood planks of the benches. There is also some surface discoloration and possible corrosion around the edges of the platform on which the poles sit. There are horizontal marks on multiple poles and some extant adhesive residue, possibly from items being taped to the surface.

All of the wood benches have a weathered appearance and exhibit some bleaching. Minor surface losses were noted at several benches.

The piece was viewed during daylight hours, so it is unknown if the lighting elements within each sculpture and beneath the benches are in good working order.



Artist: David L. Engdahl

Title: *Untitled (Archway)*

Location: Longbranch Community Center
4110 Franklin Street,
Jacksonville FL 32206

Date/ Period/ Origins: 1984

Materials: Cast concrete

Dimensions: 12'x15'5"x9"

Description:
This is a single component cast concrete archway that spans the walkway leading up to the front entrance of the Longbranch Senior Center. There are several simple through cut details adoring the piece in a symmetrical design, these include rays and circular cutouts.

Examined by: KC & JA **Date of Examination:** 8/23/16 **Priority: 2**

Comments on location:

Full Sun	X
Partial Sun	
Protected by Roof	
Indoors	
Busy Street	
Public Interaction	X
Close to Water	
Sprinklers	
Trees Overhang	
Safety Concern	X

2016 Condition:
The sculpture appears structurally stable and secure. It looks to be in a similar condition to what was noted in 2012. The palm tree that was noted in the previous report is still present, but appears to have been cut, leaving a short stump close to the piece and roots below ground.

The overall surface is soiled with dirt and stained from water runoff. Insect casings and debris are also present. The north side has the most significant black staining at the upper edge. There is one wasp nest in one of the through cut details on the left when viewed from the parking lot and one active nest in the ray details on this same side. The cylindrical elements in the interior arch are still cracked and broken, with one area of major loss, and ferrous staining in others. Some of these elements appear in danger of losing small pieces. This is of concern as the location is overhead of the main entrance walkway.

The paint is generally stable, however there is some discoloration from sun exposure and the contact of the awning.

Artist: Larry Kirkland

Title: *Wisdom*

Location: Downtown – Jacksonville Public Library
303 North Laura Street, Jacksonville, FL 32202

Date/ Period/ Origins: 2005

Materials: Bronze, painted stainless steel, gilding

Description: Large scale black owl sitting on a golden key hole and books, with a golden key hanging just above the owl's proper left wing.

Dimensions (sculpture/ mount): 20' x 9' x 9'

Date of Examination: 2/22/16 **Priority:** 2

Comments on location: The work is mounted to the southwest corner of the main branch of the Jacksonville Public Library. The work is elevated at least 12' above ground level, so it is not accessible to the public. It is adjacent to a busy intersection, so it is exposed to vehicle exhaust particulates. It appears to receive shade in the morning and full to partial sun in the afternoon, especially at the south-facing surfaces. There are no nearby trees and the piece does not appear to be spot lit at night. There is ambient lighting from nearby streetlights.

Condition: The piece was examined from ground level using binoculars. It appears to be in fair condition with no structural concerns noted from a distance. The surface of the owl is very dry with some signs of green copper corrosion, especially on the undersides and in recessed areas. Localized areas of bird droppings were noted on the figure's shoulders and head. There is likely more bird droppings and heavier soiling on the horizontal surfaces not visible from the ground. Vertical streaking in a run off pattern (presumably from rain) was noted on the bindings of the books. The books exhibit some loss of gold leaf on page edges and there is some discoloration and possible loss on the key as well. Close-up examination is warranted to determine whether the unevenness of the gilding is due to weathering or natural variations in the leaf/application.