



A NEW DAY.

Bid Specifications
for
Youth Civic Engagement

Company **City of Jacksonville**
Buyer **Dasha Herrin**
E-mail **DHerrin1@coj.net**

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

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

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1 Overview

1.1 General Information

Title **Youth Civic Engagement**
 Synopsis **Kids Hope Alliance, KHA, seeks proposals from qualified contractor(s) to provide Youth Civic Engagement Days programming for youth in 9th, 10th, 11th and 12th grade in the following area:**

Buyer **Dasha Herrin** Outcome **Purchase Order**
 E-Mail **DHerrin1@coj.net** Two Stage Evaluation **Yes**

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

1.2 Schedule

Preview Date Open Date **8/22/24 12:14 PM**
 Close Date **9/17/24 4:00 PM** Award Date
 Time Zone **Eastern Standard Time**
 Pre-Bid Conference **Zoom - <https://us02web.zoom.us/meeting/register/tZcsf-2vpz8vGtFU3diIrfkT1tU9-uGV2Ftz>**
 Location **uGV2Ftz**
 Pre-Bid Date/Time **09/04/24 10:30 AM**
 Question Cutoff Date/Time **09/13/24 4:00 PM**

1.3 Negotiation Controls

Response Visibility **Sealed**

Lines Settings

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

1.4 Response Rules

This negotiation is governed by all the rules displayed below.

	Rule
<input checked="" type="checkbox"/>	Suppliers are required to respond with full quantity on each line
<input checked="" type="checkbox"/>	Suppliers are allowed to revise their submitted response up until Bid closing

1.5 Terms

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

2 Requirements

**Response is required*

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

2.1 Affirmation (Preliminary Response Stage)

*1.

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

Select one of the following:-

a. Acknowledge

Comments:

*2.

Type name of company in the comments box.

Select one of the following:-

a. Acknowledge

Comments:

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

Select one of the following:-

a. Acknowledge

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

Select one of the following:-

a. Acknowledge

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

Select one of the following:-

a. Acknowledge

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

Attachments:

File Name or URL	Type	Description
CONFLICT OF INTEREST CERTIFICA	File	

Select one of the following:-

- a. Contractor certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Contractor's company.*(Response attachments are optional)*
 - b. Contractor cannot certify that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Contractor's company.*(Response attachments are required)*
- *7. Equal Business Opportunity Program: Pursuant to Part 6 of Chapter 126, Jacksonville Ordinance Code, the City of Jacksonville encourages the utilization and participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. It is the City's intent in adopting this program to reflect the philosophy with regards to enhancing participation of JSEBs in all areas of procurement.

Attachments:

File Name or URL	Type	Description
JSEB Project Goals Language.pd	File	

Select one of the following:-

- a. Acknowledge*(Response attachments are optional)*
- *8. Electronic Signature: I understand this acknowledgment serves as my electronic signature and has the same force and effect as my manual signature.

Select one of the following:-

- a. Acknowledge

2.2 General Requirements (Preliminary Response Stage)

*1.

Kids Hope Alliance, KHA, seeks proposals from qualified contractor(s) to provide Youth Civic Engagement Days programming for youth in 9th, 10th, 11th and 12th grade in the following area:

1. **Youth Civic Engagement Days:** Provide youth the opportunity to learn more about city government, effective citizenship, and leadership. Civic engagement is initially developed in local communities and the goal of this program is to engage at-home youth in understanding the vital role that they play in our community. Leadership skills taught in the program will empower youth with the knowledge, skills, and confidence to actively participate in civic life.

Select one of the following:-

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

Attachments:

File Name or URL	Type	Description
Specs.pdf	File	

Select one of the following:-

- a. Acknowledge(*Response attachments are optional*)
- *3. Bidders should submit or comply with the following requirements. Failure to submit any of these requirements may be grounds for rejection.

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

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

1. Contractor must be a tax-exempt organization under Section 501(c) (3) of the Internal Revenue Code.

2. The Contractor must have registered as an entity under the laws of the State of Florida prior to January 1, 2023, and have an "Active" status as shown on the FL Department of State's Sunbiz site: <https://dos.myflorida.com/sunbiz?>

3. Contractor (not just individuals employed by the Contractor) must have successfully completed youth civic engagement days services.

4. KHA has made up to \$135,000 available for a contractor to provide Youth Civic Engagement Days for youth in 9th, 10th, 11th and 12th grade residing in Duval County. Priority should be given to youth enrolled in Title 1 schools and currently participating in one of KHA's funded programs. KHA reserves the right to negotiate with the awarded applicant based on the proposed cost.

Select one of the following:-

- a. Acknowledge(*Response attachments are optional*)
- *4. Price Sheet: Please download the attached spreadsheet to enter prices and upload back. Please do not make any changes to the item descriptions or quantities indicated. See the attachment(s) for additional information.

Attachments:

File Name or URL	Type	Description
Price Sheet.docx	File	

Select one of the following:-

a. Acknowledge(*Response attachments are required*)

*5. Please review and acknowledge the attached requirements.

Attachments:

File Name or URL	Type	Description
Form 2.docx	File	
Attachment E.docx	File	
Attachment C.docx	File	

Select one of the following:-

a. Acknowledge

*6. Please review and acknowledge the attached requirements.

Attachments:

File Name or URL	Type	Description
Attachment D.docx	File	

Select one of the following:-

a. Acknowledge

*7.

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

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

The RFP shall contain no more than ten (10) single-sided, 1.5-spaced, 8½" by 11" pages, excluding appendices. The font style shall be Arial with a minimum font size of 11 points. The title page and a single-page cover letter will not be counted as part of the 30-page limit. A cover letter in excess of one page and any other information submitted beyond that noted in the requirements will be counted as part of the 10-page limit. Any RFP exceeding these formal guidelines will be rejected without being considered by the City. Provide proof of insurance, bonding capacity, and licensing. Copies of these documents may be included as appendices and will not be counted against the 30-page limit.

- 1) Title Page: Include only RFP Title, RFP Number, Contractor's full name, address, phone number.
- 2) Cover Letter: Include only the following:
 - Date of Letter.
 - RFP Title and Number

- Bidder's full name, address and phone number.

- Names of the persons who will be authorized to make representations for the Bidder, their titles, addresses (including email address) and telephone numbers.

- Bidder's Federal Employer ID Number.

- Acknowledgement that (i) the Response is based on the terms set forth in the RFQ and all amendments thereto posted on City's website as of the date of the Response, and (ii) the Bidder will be responsible for monitoring City's website for subsequent amendments and for either maintaining, amending, or withdrawing the Response prior to the Response Due Date based on those subsequent amendments.

- Signature of Authorized Representative.

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

- Business References. (if requested)

- Equal Business Opportunity Program Forms (if requested).

- Proposal Bond (construction phase)

- Insurance Agent Acknowledgment (construction phase)

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

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

6.) THE RESPONSE (INCLUDING QUESTIONS) SHOULD NOT EXCEED 10 PAGES

CONTRACTOR DETAIL

1. Provide a concise description of the contractor, including history, years of operation, general service mission, and primary services provided. If the proposal includes partnerships with other agencies to provide one or more services, describe the roles of each partner and the areas of expertise that they contribute to the proposed program. *(Maximum 12 points—approx. ½ page)*

ORGANIZATIONAL CAPABILITY

2. Describe contractor's history of successfully implementing a youth leadership program serving high school students. Be sure to articulate the role the contractor played in helping to improve youth leadership skills and civic engagement. *(Maximum 12 points—approx. ½ page)*

3. **STAFFING CHART**

Describe how the MYLAC program and services will be staffed. In the chart below, list all positions that will provide direct services. Include the position/job title (which must match the job title used in the budget narratives); minimum education (including degree area) and training; experience requirements; primary duties (not an exhaustive list); and the percent of each position's time that will be devoted to the MYLAC program. If a proposed service requires specific staff credentials for program fidelity, the proposed staff must meet those requirements. *Include positions that may be subcontracted. (Maximum 8 points- approx. ½ page)*

Total # of staff	Position/Job Title	Education/ Training	Experience	Primary Du
1	Example: MYLAC Coordinator	Bachelor's degree or equivalent experience in social services	Example: 3 Years	
1	Example: MYLAC Supervisory Support	Bachelor's degree or equivalent experience in social services	Example: 3 Years	

PROGRAM DESIGN

4. Describe the MYLAC leadership and civic engagement programming the organization will deliver and describe in detail the services the organization will implement to address the proposed program component(s) including the use of subcontractors. Provide a sample agenda for the MYLAC orientation, MYLAC meetings, Tallahassee field trip, and year-end celebration. (Maximum 12 points - approx. 1 page)

5. Provide an explanation for how the contractor proposes to recruit participants. (Maximum 12 points - approx. 1/2 page)

6. Participant engagement and retention is a strong indicator of success. Describe the plan to engage and retain youth in the program. It is expected that youth attend consistently during the duration of the services. Identify specific techniques and practices the contractor will implement to ensure consistent and long-term participation. Explain how your organization would avoid barriers to participation regarding hours of programming, scheduled events, and transportation. (Maximum 12 points - approx. 1/2 page)

1. Explain how the MYLAC leadership and civic engagement programming will meet the needs of the participants. Describe how you will address the resources needed for the following components in detail: scholarship award, service project, Tallahassee field trip, civic education, and year-end celebration. (Maximum 12 points - approx. 1 page)

2. Provide a detailed explanation on how the scholarship requirement will be executed. (Maximum 12 points - approx. 1/2 page)

BUDGET

3. Include a line-item budget for cost reimbursement contracts. Download the Budget - Price Sheet - Form 1 from the Kids Hope Alliance website.

Once KHA and the selected contractor agree on a budget, services may be paid based on a units of service model to ensure program participation is maintained.

When completing the budget narrative, describe each expense/item requested in detail, and ensure that the Contractor's method of calculation is clearly indicated (e.g., 5 staff background screenings at \$81.00 per screening). All budget items must relate to the services described in the program proposal and must reflect reasonable costs. **Ensure that any costs associated with performance measures or learning outcome tools are included in Contractor's budget.**

(Maximum 12 points - Budget chart not included in page limit.)

Select one of the following:-

a. Acknowledge (Response attachments are required)

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

Section Maximum Score: 92

- *1. Agency history is less than one year. Description of agency mission or services provided is missing, unclear, or minimally described.
If applicable, partnerships are listed but fails to define the role of each partner and the areas of expertise that they contribute to the proposed program. (0-4 points)

Agency history is less than three years. Agency mission and history somewhat support the plan to provide services for the program described in the RFP.
If applicable, somewhat define the role of each partner and the areas of expertise that they contribute to the proposed program. (5-8 points)

Agency history is three years or more. Agency mission and history clearly support the provision of services for the program described in the RFP.
If applicable, clearly define the roles of each partner and the areas of expertise that they contribute to the proposed program. (9-12 points)

Maximum Score: 12

Select one of the following:-

a. Acknowledge

- *2. Limited prior experience providing youth civic engagement and leadership skill development.
Does not address history in designing programs serving youth in civic engagement and leadership. (0-4 points)

Some prior experience providing youth civic engagement and leadership skill development.

Proposed strategies somewhat address history in designing programs serving youth in civic engagement and leadership. (5-8 points)

Extensive prior experience providing youth civic engagement and leadership skill development.

Proposed strategies strongly address history in designing programs serving youth in civic engagement and leadership. (9-12 points)

Maximum Score: 12

Select one of the following:-

a. Acknowledge

- *3. Staffing chart is somewhat complete, and the number/type of staff included does not seem appropriate/adequate for the services identified.

Staff education & experience requirements do not appear appropriate or do not align well with job duties. (0-4 points)

Staffing chart is complete. Duties for each position are described, education & experience appear reasonable for job duties.

The number of professional staff appears sufficient for the number of participants to be served. (5-8 points)

Maximum Score: 8

Select one of the following:-

a. Acknowledge

- *4. Youth civic engagement and leadership development services the contractor will provide are not described in detail. Program components are not addressed in detail. (0-4 points)

Youth civic engagement and leadership development services the contractor will provide are somewhat described in detail. Program components are somewhat addressed in detail. (5-8 points)

Youth civic engagement and leadership development services the contractor will provide are fully described with complete detail. Program components are fully addressed with detail. (9-12 points)

Maximum Score: 12

Select one of the following:-

a. Acknowledge

- *5. The recruitment strategy for participants from Title 1 schools and KHA funded programs is not addressed. (0-4 points)

Recruitment strategy is provided but not fully detailed as to how participants from Title 1 schools and KHA funded programs will be recruited. (5-8 points)

There is a detailed recruitment strategy provided for participants from Title 1 schools and KHA funded programs. (9-12 points)

Maximum Score: 12

Select one of the following:-

a. Acknowledge

- *6. Participant engagement plan is not addressed. Sample agendas are not included. (0-4 points)

Participant engagement plan is somewhat addressed. Sample agendas are included but do not contain enough detail. (5-8 points)

Participant engagement plan is clearly addressed and very detailed sample agendas are included. (9-12 points).

Maximum Score: 12

Select one of the following:-

a. Acknowledge

- *7. Transportation for participants is not addressed. (0-4 points)

Transportation for participants is somewhat addressed. (5-8 points)

Transportation for participants is completely addressed. (9-12 points)

Maximum Score: 12

Select one of the following:-

a. Acknowledge

- *8. The budget form is missing, incomplete, or incorrect. Budget amounts seem unreasonable or unnecessary to support the program. (0-4 points)

The budget form is complete and accurate. Expenses appear reasonable and support the proposed program. Budget detail adequately describes and justifies anticipated expenses. (5-8 points)

Budget form is complete and accurate. Expenses are cost-effective, reasonable, and support the proposed program. Budget detail clearly describes and justifies anticipated expenses. (9-12 points).

Maximum Score: 12

Select one of the following:-

a. Acknowledge

3 Lines

3.1 Line Information

Line	Target Quantity	Response Quantity	Response Price	Line Amount	Promised Date
1-RFP request for Youth Civic Engagement Day. The contractor will provide at hope youth the opportunity to learn more about city government and effective citizenship and leadership.					

3.2 Line Details

3.2.1 Line 1 RFP request for Youth Civic Engagement Day. The contractor will provide at hope youth the opportunity to learn more about city government and effective citizenship and leadership.

Category Name	952.18 Child Care Services (Incl. the Food Program)	Location	1095 A Philip Randolph Blvd JACKSONVILLE, FL 32206
Allow Alternate Lines	No		
Requested Date			
Start Price (USD)			

4 Contract Terms

A. Solicitation Overview

A.1. Scope of Work

The Kids Hope Alliance of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s)/service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s)/service(s) and to obtain pricing commitments for Youth Civic Engagement as listed in the bid documents.

A.2. Award

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

A.3. Term of Agreement

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

A.4. Quantities

Quantities indicated are fixed.

B. Special Insurance

B.1. Special Insurance

Revised 9/26/2023

Attachment A

Indemnification

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

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

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

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

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

In the event that any portion of the scope or terms of this indemnity is in

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

Risk Management Division updated 1-6-2023

Attachment B

Insurance Requirements

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

Insurance Coverages

Schedule	Limits
Worker's Compensation 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 Applicant (and, to the extent they are not otherwise insured, its contractors and 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 General Aggregate	\$2,000,000
	\$2,000,000 Products & Comp. Ops. Agg.
	\$1,000,000 Personal/Advertising Injury
	\$1,000,000 Each Occurrence

\$50,000 Fire Damage

\$ 5,000 Medical Expenses

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

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

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA000) 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).

Sexual Molestation \$1,000,000 Per Claim \$2,000,000
Agg.

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

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

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

If applicable to the scope of the program

The Professional Liability insurance shall include coverage for Technology Errors and Omissions Liability and must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such Claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis

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

If applicable to the scope of the program

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

- Cyber Extortion
- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

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

The following applies to programs where there is organized sport participation.

Accident Medical, Dismemberment and Death \$10,000 Per Participant

Excess Accident Medical \$50,000

Additional Insurance Provisions

- A. Certificates of insurance. **Applicant shall** deliver to the City of Jacksonville Certificates of Insurance that shows the corresponding City Contract, Bid Number or PO if applicable in the Description, Additional Insured, Waivers of Subrogation and statement as provided below. The certificates of insurance shall be insurance certificate shall be made available upon request of the City of Jacksonville.
- A. Additional Insured: All insurance except Worker's Compensation and Professional Lia. shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG20 IO and, if products and completed operations is required, CG2037, Automobile Liability in a form no more restrictive than CA2048.
- A. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville its respective members, officers, officials, employees and agents
- A. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- A. **Applicant** Insurance Primary. The insurance provided by **Applicant shall** apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City of Jacksonville and their respective members, officers, officials, employees and agents.

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

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

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

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

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

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

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

(Remainder of page intentionally left blank)

C. Equal Business Opportunity Plan

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

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

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

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

D. General Conditions

D.1. Assignment

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

D.2. Audit Provision

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

D.3. Bid / Surety Requirements

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

D.4. Cartage

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

D.5. Certificate of Insurance

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

D.6. COJ - Debarment List

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

D.7. Collusion

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

D.8. Compliance with Specifications

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

D.9. Data Required to be Submitted

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

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

D.10. Delivery

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

D.11. Deviations to Specifications

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

D.12. Discounts

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

D.13. Electronic Payments

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

D.14. Errors in Bids

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

D.15. Escalation / De-escalation

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

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

D.16. Ethics Provision for Vendors / Suppliers

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

D.17. Extension

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

D.18. Favored Nation Clause

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

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

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

D.20. Guarantee

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

D.21. Invoicing

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include: purchase order number or contract number; item number and description; date of shipment; quantity ordered and shipped; unit prices; unit of measure; and, extended totals. Payment terms are net thirty (30) days. All original invoices shall be submitted to: City of Jacksonville, General Accounting Division, COJ1CloudInvoices@coj.net. The invoice email subject line MUST BE: inv_30000008806179. Invoices can also be submitted through the 1Cloud Supplier Portal.

D.22. Laws and Regulations

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

D.23. Legal Workforce

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

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

- a. all persons employed by the Supplier/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida;
- b. all persons, including subcontractors, assigned by the Supplier/Contractor to perform work pursuant to the Contract with the Owner.

D.24. Licenses Requirement

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

D.25. Marketing / Advertising

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

D.26. Nondiscrimination Provisions

As required by Section 126.404, Ordinance Code, Contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of

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

D.27. Office of Inspector General

The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, Ordinance Code, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, suppliers, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, Ordinance Code.

D.28. Office of the Ombudsman

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

D.29. "Or Equal" Interpretation

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

D.30. Performance Bond

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

D.31. Pickup and Returns

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

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

D.32. Prices

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

D.33. Procurement Division as Agent

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

D.34. Prohibition Against Considering Social

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

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

- (1) Request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and
- (2) Give preference to a vendor based on the vendor's social, political, or ideological interests.

D.35. Prompt Payment to Subcontractors and Suppliers

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

- a. Generally - When Supplier receives payment from city for labor, services, or materials furnished by subcontractors and suppliers hired by Supplier, Supplier shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after Supplier's receipt of payment from city. Nothing herein shall prohibit Supplier from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Supplier may withhold the disputed portion of any such payment only after Supplier has provided notice to City and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to City and said subcontractor or supplier within ten (10) calendar days after Supplier's receipt of payment from City. Supplier shall pay all undisputed amounts due within the time limits imposed by this section.
- b. Jacksonville Small Business Enterprise (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6, Ordinance Code, Supplier shall pay all contracts awarded with certified JSEBs and MBEs as defined therein their pro-rata share of their earned portion of the progress payments made by City under the applicable contract within seven (7) business days of Supplier's receipt of payment from City (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Supplier, Supplier shall provide to City, with its requisition for payment, documentation that sufficiently demonstrates that Supplier has made proper payments to its certified JSEB or MBE from all prior payments that Supplier has received from City. Supplier shall not unreasonably

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

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

D.36. Provision for Other Agencies

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

D.37. Public Entity Crime Information

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

D.38. Public Records

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

- a. Keep and maintain public records required by City to perform the services; and
- b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and
- d. Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this

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

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

D.39. Purchases by Other Public Agencies / Piggyback

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

D.40. Question Cutoff

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

D.41. Quotations

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

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

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

D.43. Reporting

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

D.44. Reservations

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

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

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

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

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

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

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

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

D.45. Right to Reject

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

D.46. Samples

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

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

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

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

D.47. Solicitation Silence Policy

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

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

Prohibitions

- a. Any oral communication regarding a particular solicitation is prohibited between a potential supplier, service provider, bidder, lobbyist, or consultant and City employees, staff, or hired consultant.
- b. Exceptions to the Solicitation Silence Policy - Unless specifically provided in the applicable solicitation document, the Solicitation Silence Policy does not apply to the following:
 - 1) communications regarding a particular solicitation between the Chief of the Procurement Division or his or her staff responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
 - 2) communications between a potential supplier, service provider, bidder, consultant, or lobbyist and City employees responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures;
 - 3) communications with the Office of General Counsel and his or her staff;
 - 4) emergency procurement of goods and services pursuant to Chapter 126.102(e), *Ordinance Code*;
 - 5) oral communications at pre-bid conferences;
 - 6) oral presentations before publicly noticed committee meetings;
 - 7) contract negotiations during any duly noticed public meeting;
 - 8) duly noticed site visits to determine competency of bidders during the period between bid opening and the issuance of the Chief of Procurement Division's written recommendation; and
 - 9) communications in writing at any time to the Chief of Procurement Division or his or her staff unless specifically prohibited by the applicable solicitations document.

Commencement and Termination of the Solicitation Silence Period

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

Written Communication during the Solicitation Silence Period

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

If Not an Exception

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

D.48. State Contract

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

D.49. Submission of Bids

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

- a. Bidder is responsible for allowing adequate time to upload its submittal on 1Cloud before the electronic submission deadline. If technical difficulties arise during submission of the Bid response, it is the Bidder's responsibility to contact the Procurement Division representative at the phone number listed on the bid form. City shall not be responsible for delays caused in any occurrence.
- b. Submittals hand delivered or, sent by mail, facsimile, electronic mail, telephone, or any other means not specified herein will not be accepted. Bidder or Proposer may be allowed to withdraw its bid or proposal at any time prior to opening. Bid submittals may not be withdrawn after the bid due date. Once the Bid response is submitted, a confirmation number will appear on the Supplier Portal.
- c. Each Bid submittal must include the Bid Form with the signature in the space(s) provided of an officer or employee having authority to bind the Bidder. Only the terms and conditions of this Bid, as released by the Procurement Division or amended via addendum, are valid. Any modification to any term or condition by the Contractor is not binding unless it is expressly agreed to in writing by City.

D.50. Supplier Accessibility

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

D.51. Supplier Representation

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

- a. Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;
- b. Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
- c. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or
- d. Has been engaged in business operations in Cuba or Syria.

D.52. Taxes

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

D.53. W-9 Requirement

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

E. Addenda

E.1. Amendments / Addenda

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