

FENNELL IP, LLC



A NEW DAY.

Bid Specifications

for

Ortega Hills Connector Road

Company	Fennell IP, LLC
Buyer	Greg Birdsong
E-mail	gbirdsong@rcbfproperties.com
Website	www.rcbfproperties.com

This document has important legal consequences. The information contained in this document is proprietary of Fennell IP, LLC (“Developer”). It shall not be used, reproduced, or disclosed to others without the express and written consent of Fennell IP, LLC.

All responses to this solicitation must be submitted to this location:

Driver, McAfee, Hawthorne & Diebenow, PLLC
Attn: Greg Birdsong and Stephanie Burch
1 Independent Drive, Suite 1200
Jacksonville, FL 32202

All Bidders shall respond with one (1) original and three (3) hard copies of this solicitation, plus any additional information required, to the address above prior to the day and time listed in this solicitation. All Bids must be signed by an officer or employee having authority to legally bind the Bidder. All copies shall be placed in a sealed package. The outside must be marked with the ITB title and Bidder’s name, address, contact person, and telephone number. LATE BIDS WILL NOT BE CONSIDERED. It is the sole responsibility of Bidder to ensure all copies are EXACT replications of the original Bid. Photocopies will be used for the purpose of evaluating the Bids. Any information contained in the original Bid which has not been transferred to the photocopies will NOT be considered. The original Bid will be used solely for official record keeping and auditing purposes.

In addition, an electronic copy of the Bid must be sent to:
Greg Birdsong (gbirdsong@rcbfproperties.com) and Stephanie Burch (sburch@drivermcafee.com).

If any questions arise during the bidding period of this project, contact Stephanie Burch at sburch@drivermcafee.com.

Information and documents regarding this solicitation will be posted to the website noted above. Updates to information and documentation will be posted as they become available to Developer.

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1 Overview

1.1 General Information

Title	Ortega Hills Connector Road		
Synopsis	Work consists of furnishing all labor, materials, and equipment and performing all operations necessary for constructing a new two lane road and related facilities, including curbing, gutters, and a 10' multi-use path; stormwater or surface water drainage facilities; roadway street lighting; and other surfaces, utilities, and facilities consistent with the plans and specifications, to provide vehicular access connecting Ortega Hills Drive northward to the current terminus of Golden Wings Road within the Timuquana Commerce Center. The work includes, but is not limited to: tree & vegetation clearing, drainage construction, earthwork & grading, sodding, erosion control & pollution abatement, engineering and construction of a segmental block retaining wall, 6 foot wood stockade fence, and all other related work in accordance with the Contract Drawings and Specifications. See Attachment 4.3 for more detail.		
Buyer	Greg Birdsong	Outcome	Contract Purchase Agreement
E-Mail	gbirdsong@rcbfproperties.com		

1.2 Schedule

Preview Date		Open Date	5/21/26 12:00 PM
Close Date	6/23/26 3:00 PM	Award Date	
Time Zone	Eastern Standard Time		
Pre-Bid Conference	N/A		
Location	N/A		
Pre-Bid Date/Time	N/A		
Question Cutoff Date/Time	6/11/26 @ 5:00 PM		

1.3 Negotiation Controls

Response Visibility	Sealed
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1.4 Response Rules

Bidders are allowed to revise their submitted response up until Bid closing.

2 Requirements

**Response is required*

Bidders must satisfy the following requirements. By submitting a response, Bidder warrants and represents that it satisfies all requirements. Failure to meet any of the requirements may result in the response being rejected as non-responsive. Any conflict between any section within this document shall be resolved by deferring to that most restrictive language of the solicitation document. All response attachments should be properly labeled to identify supplier and file contents.

2.1 Affirmation

*1. Name and title of person submitting bid:

*2. Name of company:

*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.

☐

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.

☐

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.

☐

Acknowledge

Comments:

- *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 CERTIFICATION	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	File	Equal Business Opportunity Program

- ☐ Acknowledge

2.2 Submittal Statement

*1. Submittal Statement

Bidder certifies that this proposal is made in good faith, without collusion or connection with any other entity bidding on this work.

Bidder has examined and read all Drawings, Specifications, General and Special Conditions, and other Contract Documents, and all Addenda thereto; and is acquainted with and fully understands the extent and character of the work covered by this Proposal and the specified requirements, for the proposed work.

Bidder certifies that no officer or agent of the Developer will directly or indirectly benefit from this bid. Bidder states that this Proposal is made in conformity with the Contract Documents and agrees that in case of any discrepancy or differences between its Proposal and the Contract Documents, the provisions of the latter shall prevail.

Bidder certifies that it has carefully examined the foregoing Proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and save harmless the Developer against any cost, damage or expense which may be incurred or caused by any error in the Bidder's preparation of same.

Bidder states that all applicable taxes are included in the unit prices or Lump Sum Bid and acknowledges this project is not exempt from the State or Local Sales or Use taxes, and payment of such taxes is the responsibility of the Bidder.

The undersigned Bidder agrees to keep its bid in effect for 120 calendar days after the Bid Opening date to allow the Developer time to award the bid, should it be awarded, and time to prepare and execute the contract (or issue the purchase order). This time period begins at the time bids are opened and ends upon the issuance of Notice to Proceed (NTP) by the Developer. The bid prices shall remain in effect throughout the life of the Contract. Failure of the Developer to issue NTP within the specified time period shall allow Bidder to withdraw its Bid and terminate its contract without penalty or forfeiture of Bid Bond. Failure of the Developer to issue NTP within the specified time period shall not entitle Bidder to an adjustment of its Bid prices, unless mutually agreeable by the Developer.

Bidder certifies, under penalty of perjury and contract rescission, that it has all required licenses to perform the work required to fulfill the terms of the contract resulting from a successful bid. Furthermore, the Bidder affirms that all subcontractors requiring to be licensed are listed in its response and are properly licensed to perform work on their respective portions of this project.

Acknowledged by: _____

Print Name: _____

Title: _____

Company: _____

2.3 General Requirements

- *1. Scope of Services: Provide all labor, materials, and equipment and perform all operations necessary for constructing a new two-lane road and related facilities. See Attachment 4.3 for a more detailed description of the Scope of Services and the optional Bid Alternate work.

File Name or URL	Type	Description
Scope of Services	File	Scope of Services

☐ Acknowledge

- *2. Specifications: Provide all items or services as identified on the attached Plans and Specifications in accordance with the Scope of Services in Attachment 4.3 and all other Terms and Conditions specified herein. See the attachment(s) to this ITB for additional information.

File Name or URL	Type	Description
Plans and Specifications	File	Plans and Specifications
Landscape and Irrigation Plans	File	Fennell Landscape and Irrigation Plans

☐ Acknowledge

- *3. Bidders shall submit and comply with the following **minimum requirements**. Failure to submit any of these **minimum requirements** may be grounds for rejection.

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

b. All bidders on this project must be on the approved City of Jacksonville Pre-Qualified Bidders List in the HORIZONTAL category.

c. Bidder must be a General Contractor currently licensed by the State of Florida. Bidder or subcontractor must also be an Underground Utility Contractor currently licensed by the State of Florida.

- d. Bidder or subcontractor performing JEA utility work must be on the JEA's Responsible Bidders List (RBL).
- e. Bidder must be able to deliver signed and sealed as-built plans.

☐ Acknowledge

*4. Please review and acknowledge the attached requirements.

Attachments:

File Name or URL	Type	Description
Executive Order 98-01.pdf	File	
EXECUTIVE ORDER NO. 2013-05.pd	File	

☐ Acknowledge

*5. Please review and acknowledge the attached requirements.

Attachments:

File Name or URL	Type	Description
Ex-Offender Requirement Attach	File	

☐ Acknowledge

*7. Please review and acknowledge the CIP Construction Insurance Requirements.

Attachments:

File Name or URL	Type	Description
CIP Construction Insurance Requirements	File	

☐ Acknowledge

*8. The current City of Jacksonville Standard Specifications and City of Jacksonville Standard Details, including all Revisions published prior to the Bid Date by the Department of Public Works, shall be considered part of the Technical Specifications as far as these Documents apply to the proposed work included in the Contract Documents and Addenda.

[https://www.jacksonville.gov/departments/planning-and-development/development-services-division/review-group-\(fka-dmg\)/land-development-procedures-manual](https://www.jacksonville.gov/departments/planning-and-development/development-services-division/review-group-(fka-dmg)/land-development-procedures-manual)

☐ Acknowledge

*9. The JEA Electrical Standards, Details and Materials, JEA Water & Sewer Standards, Details and Materials, including all Revisions published prior to the Bid Date by Electrical, Water & Sewer Divisions of the JEA, shall be considered part of the Technical Specifications, as far as these Documents apply to the proposed work included in the Contract Documents and Addenda.

[Electric Reference Materials](#) | [Electric Development](#) | [Engineering and Construction](#) | [JEA](#)

[Reference Materials](#) | [Water and Wastewater Development](#) | [Engineering and Construction](#) | [JEA](#)

☐ Acknowledge

*10. In addition, any applicable sections and supplements of the current version of "Florida Department of Transportation Standard Specifications for Road and Bridge Construction", shall be considered a part of the contract documents, as far as the applicable sections and Drawings or any Addenda thereto. Where a Section number of the Florida Department of Transportation Standard Specifications, and/or Index number of the Roadway and Traffic Design Standards are specified, then all other related applicable Sections and Index numbers shall also apply.

In addition, any applicable Sections and Indexes of the current version of "Standard Plans for Road Construction" shall also be considered a part of the Contract Documents, as far as the applicable Sections and Indexes apply to the proposed work called for on the Contract Drawings or any Addenda thereto.

[Standard Specification Library](#)

☐ Acknowledge

*11. Please review and acknowledge the attached requirements.

File Name or URL	Type	Description
Construction Forms rev1.docx	File	
Improv-in-Progress Notification	File	

☐ Acknowledge

2.4 Price Sheet

*1. Price Sheet: Please download the attached price sheet to enter prices and submit with your bid. Each bidder shall furnish a lump sum price on the Price Sheet provided. The lump sum price shall include full compensation for furnishing all labor, materials, equipment, supervision, permitting, testing, and incidentals necessary to complete the project in accordance with the plans and specifications and Contract documents. The Developer reserves the right to verify all calculations and to correct any arithmetic errors that may occur in the extension of unit or lump sum prices. See the attachment(s) for additional information.

Attachments:

File Name or URL	Type	Description
Price Sheet.docx	File	

☐ Acknowledge

2.5 Sample Contract

*1. Please review and acknowledge the attached sample contract.

Attachments:

File Name or URL	Type	Description
Contract Example.docx	File	

☐ Acknowledge

2.6 Subcontractors and Shop Fabricators

*1. Please review and acknowledge attached requirement for subcontractors and shop fabricators.

Attachments:

File Name or URL	Type	Description
Subcontractors and Shop Fabricators	File	

☐ Acknowledge

2.7 Contract Performance and Payment Bonds

*1. CONTRACT PERFORMANCE AND PAYMENT BONDS

a. Except as provided in the General Conditions, Contract Bonds in the form provided in these Contract Documents will be required in an amount equal to one hundred percent (100%) of the Contract Amount and shall be written with a surety company regularly commissioned and currently licensed as a resident or non-resident agent in the State of Florida. Such surety company must be approved by the CITY'S Division of Insurance and Risk Management. The bonds shall guarantee the faithful performance of this Contract, including delay damage expense, and payment for labor, materials, and supplies used therefore. For a Contract involving Federal funds, the bond must be written by a Federally approved bonding agency. (A copy of bonding agencies currently approved by the Federal Government will be furnished upon request from the U. S. Housing and Urban Development (H.U.D.) Department).

When Performance and Payment Bonds are not required:

- i. The CONTRACTOR, prior to final payment, will certify by affidavit that laborers, materialmen and Subcontractors, as defined in Florida Statute s. 713.01, have no claims against the Contractor resulting from the completion of the work provided for in the Contract.
- ii. Payments will be made by the Developer jointly between or among the Contractor and its Subcontractors and suppliers.

Attachments:

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

☐ Acknowledge

2.8 Schedule

1. SCHEDULE WITH CRITICAL PATH

- a. Please include a schedule with critical path items/milestones identified as well as potential weather delays included. Schedule shall identify weekly meetings between Developer and Contractor.
- b. Please include schedule impacts associated with each Bid Alternate item.
- b. Please include a Site Usage Plan.
- c. Please include Contractor's Safety Manual.
- d. Please include Contractor's safety record for the last three (3) years. This shall include all incidents reported to Contractor's insurance provider or OSHA.

☐ Acknowledge

3. Contract Terms and Conditions

A. Solicitation Overview

A.1. Scope of Work

Developer 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 Ortega Hills Connector Road as listed in the bid documents.

A.2. Award

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

A.3. Term of Agreement

The term of the agreement is a one-time purchase and will commence upon execution of the contract and will continue until completion and acceptance of the stated Scope of Work as specified.

A.4. Quantities

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

B. Insurance Requirements

B.1 Insurance Requirements – see attachment to ITB

B.2 Bonds and Other Performance Security

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

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

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
2. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The Surety Company shall be in full compliance with the provisions of the Florida

Insurance Code.

4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code during the life of this agreement.
 - a. If the Contract Award Amount exceeds \$500,000, the Surety Company shall also comply with the following provisions:
 - b. The Surety Company shall have at least the following minimum ratings in the latest issue of A.M. Best's Key Rating Guide.

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

5. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - a. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Financial Services to conduct business in this state.

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

C. Equal Business Opportunity Plan

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

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

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

QUALIFYING COMMODITY CODES: 912.23, 913.45, 913.50, 913.47, 912.76, 925.28, 925.58, 926.84, 926.94, 968.80, 968.61, 988.14, 988.52, 988.54, 913.19, 913.95, 913.96, 913.71

The designation of this project is Participation. As such, 20 percent shall be performed by City certified JSEBs. The percentage may be met in any combination, however, JSEB certifications must be in effect at the time of Bid Opening.

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 Developer.

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 Developer 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 Developer 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.

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 Developer 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. Intentionally Omitted

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 Developer 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 Developer has the right to extend any award resulting from this Bid for the period of time necessary for the Developer 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 Developer 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 Developer 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 Developer 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 Developer. Repairs, replacements or adjustments will be made only at such times as will be designated by the Developer as least detrimental to the operation of Developer business.

D.21. Invoicing

Invoices will be issued no more frequently than monthly and only once supplies/services are delivered and/or rendered to the Developer. At a minimum, invoices must include: item number and description; date of shipment; quantity ordered and shipped; unit prices; unit of measure; and, extended totals. Each invoice shall be accompanied by an updated Critical Path Diagram. Payment terms are net thirty (30) days. All original invoices shall be submitted to: Greg Birdsong at gbirdsong@rcbfproperties.com.

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 Developer 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

Developer 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 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 Developer's name, logos, etc. without the express written consent of the Developer.

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

manufacturer 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 City, 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 Developer, 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

Developer reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. Developer 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 Developer.

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. Intentionally Omitted

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 Developer 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 Developer. 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 Developer 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 Developer and said subcontractor or supplier within ten (10) calendar days after Supplier's receipt of payment from Developer. 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 Developer under the applicable contract within seven (7) business days of Supplier's receipt of payment from Developer (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 Developer, 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 Developer. 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 Developer to Supplier, Supplier shall return said payment to Developer. Supplier shall provide notice to Developer 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 Developer and said subcontractor or supplier within five (5) calendar days after Supplier's receipt of payment from Developer. 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 invoices being withheld by the Developer 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 Developer 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, Developer, 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. Intentionally Omitted

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 Developer or City to perform the services; and
- b. Upon request from Developer's or City's custodian of public records, provide Developer and 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 Developer and City; and
- d. Upon completion of this Contract, transfer to Developer at no cost all public records in possession of Contractor or keep and maintain public records required by Developer or City to perform the service. If Contractor transfers all public records to Developer or 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 Developer or City upon request from Developer's or City's custodian of public records in a format

that is compatible with Developer's or 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. Construction Inspector

A construction inspector is required to inspect all work performed during the term of this Bid, and will be procured separately by Developer. The construction inspector will inspect the construction and improvements as provided by Bidder, review and advise Developer with respect to the construction documents, and other matters related to the construction, operation and use of the improvements, monitor the progress of construction, and review and sign off on Developer's Disbursement Requests and Change Orders to the City. Bidder must make construction management facilities on or around the project site available to construction inspector during normal business hours upon reasonable prior written notice, and construction inspector shall have full and free access to all construction documents at the project site during normal business hours upon reasonable prior written notice.

D.40. Question Cutoff

All questions regarding the bid documents or specifications MUST be submitted in writing by emailing Greg Birdsong at gbirdsong@rcbfproperties.com and Stephanie Burch at sburch@drivermcafee.com. 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 DEVELOPER.**

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

Developer 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

Developer 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 Developer.

Developer 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 Developer materials or products or workmanship which is, in the opinion of Developer, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of Developer to damages for the breach of any covenants of the contract by the Contractor. Developer 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, Developer 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, Developer reserves the right to withdraw such items or required work from the operation of this Contract without incurring further liabilities on the part of Developer 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.

Developer 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, Developer 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

Developer 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 Developer.

D.46. Samples

The samples submitted by bidders on items for which they have received an award may be retained by Developer 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 Developer will not be responsible for such samples if not removed by the bidder within thirty (30) days after the award has been made. The Developer 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 Developer" 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 Developer or 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 Developer or 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. Intentionally Omitted

D.49. Submission of Bids

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

- a. Bidder is responsible for allowing adequate time to deliver its submittal through hand delivery and email before the electronic submission deadline. If technical difficulties arise during submission of the Bid response, it is the Bidder's responsibility to contact the Developer representatives at the phone numbers listed on the bid form. Developer shall not be responsible for delays caused in any occurrence.
- b. Submittals sent by mail, facsimile, 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 all acknowledgements checked, required attachments, and 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 Developer 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 Developer.

D.50. Supplier Accessibility

Developer or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to Developer. 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 Developer, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at Developer'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 Developer has a current W-9 for bidder on file.

E. Protest Procedures

E.1. Purpose and Scope

- a. These protest procedures are promulgated pursuant to § 126.106(e), Ordinance Code, which authorizes the Chief of the Procurement Division (the "Chief") to "prepare and publish rules and regulations governing bid protests." In the event a court of competent jurisdiction declares any provision of these Procurement Protest Procedures to be unconstitutional, invalid, or otherwise unenforceable, then all remaining provisions shall be severable, valid, and enforceable regardless of the invalidity of any other provision.
- b. In accordance with the procedures contained herein, any person or entity that is adversely affected by a decision or an intended decision concerning a solicitation, solicitation documents, award, or any other process or procedure prescribed in the Code and who has standing to protest said decision or intended decision under Florida law (the "Protestant"), must timely file a written Notice of Protest seeking to challenge the decision or intended decision.
- c. The issue(s) raised, and the information contained in the Notice of Protest and any supplemental documentation filed in accordance with §126.106(e)(4), Ordinance Code, must clearly identify and explain the factual and legal basis for any relief sought, and shall be the only issue(s) and information the Protestant may present for consideration before the applicable committee.

E.2. Definitions

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

- a. "Competitive solicitation" or "solicitation" shall include without limitation an invitation to bid, competitive sealed bid, multistep competitive sealed bid, competitive sealed proposal, or a request for proposals and/or qualifications.
- b. "Posting" means the notification of solicitations, decisions or intended decision, or other matters relating to procurement on a centralized Internet website, by placing the same on the bulletin board(s) designated by the Procurement Division for this purpose, or as may be consistent with §126.102(m) Ordinance Code.
- c. "Exceptional purchase" means any purchase excepted by law or rule from the requirements for

competitive solicitation, including without limitation purchases pursuant to §126.107, 126.206, 126.207, 126.211, 126.307, 126.309, 126.311, 126.312, or 126.313 Ordinance Code.

- d. "Electronic transfer" is limited solely to facsimile transmissions that appear legibly on paper at the place of filing.
- e. "Final Agency Action" means a final decision that results from a proceeding hereunder, and includes actions which are affirmative, negative, injunctive, or declaratory in form.
- f. "Procurement process" has the same meaning as "contract solicitation or award process."

E.3. Timely Notice of Protest

- a. Recommendations of Award and/or Bid Rejection.

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

- b. Bid/Proposal Specifications and/or Requirements.

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

- c. Computation of Time

Computation of the time limitations or periods contained herein shall be governed by and shall be pursuant to Florida Rule of Civil Procedure 1.090(a) Florida Rule of Judicial Administration 2.514. Failure to file a written Notice of Protest within the applicable time limitation or period shall constitute a waiver of any right, remedy, or relief available hereunder.

- d. Form and Content of the Notice of Protest

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

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

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

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

E.5. Delivery of Protest

The timely filing of a Notice of Protest shall be accomplished when said notice is received by the Developer within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or email to Stephanie Burch at 1 Independent Drive, Suite 1200, Jacksonville, FL 32202 or sburch@drivermcafee.com. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant, regardless as to the

method of delivery employed.

E.6. Stay of Procurement During Protest

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

E.7. Authority to Resolve

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

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

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

E.8. Administrative Review Process

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

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

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

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

4. Unless otherwise provided by the Code, the burden of proof shall rest with the Protestant. The standard of proof for proceedings hereunder shall be whether a Developer 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.

5. 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 CEO or his designee, said vote and/or decision of the Developer shall be posted and shall represent final agency action.

E.9. Intentionally Omitted

F. Addenda

F.1. Amendments / Addenda

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

4. Attachments

4.1 Conflict of Interest Certification

4.2 JSEB Project Goals Language

4.3 Scope of Services

4.4 Plans and Specifications

4.5 Landscape Plans and Specifications

4.6 Executive Order 98-01

4.7 Executive Order 2013-05

4.8 Ex Offender Requirement

4.9 CIP Construction Insurance Requirements

4.10 City of Jacksonville Standard Specifications and Standard Details (via URL)

4.11 JEA Electrical Standards, Details and Materials, JEA Water & Sewer Standards, Details and Materials (via URL)

4.12 Current Florida Department of Transportation Standard Specification for Road and Bridge Construction and current Standard Plans for Road Construction (via URL)

4.13 Construction Forms

4.14 Improvements-in-Progress Notification

4.15 Price Sheet

4.16 Sample Contract

4.17 Subcontractors and Shop Fabricators

4.18 Payment Bond

4.19 Performance Bond