



**A NEW DAY.**

**Bid Specifications**

**for**

**INDEPENDENT EXTERNAL AUDITOR**

Company **City of Jacksonville**  
Buyer **Olive Wallace Cohen**  
E-mail **owcohen@coj.net**

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

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

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

**Table of Contents**

- 1 Overview.....4
- 1.1 General Information.....4
- 1.2 Schedule.....4
- 1.3 Negotiation Controls.....4
- 1.4 Response Rules.....4
- 1.5 Terms.....4
- 2 Requirements.....5
- 2.1 Affirmation.....5
- 2.2 General Requirements.....6
- 2.3 SPECIAL CONDITIONS.....13
- 2.4 Indemnification and Insurance Requirements.....13
- 2.5 Price Sheet.....19
- 2.6 Evaluation Criteria - Preliminary Response Stage.....19
- 2.7 Evaluation Criteria - Presentation Stage.....23
- 3 Lines.....24
- 3.1 Line Information.....24
- 3.2 Line Details.....24
- 3.2.1 Line 1.....24
- 4 Contract Terms.....24

## 1 Overview

### 1.1 General Information

Title **INDEPENDENT EXTERNAL AUDITOR**  
 Synopsis **INDEPENDENT EXTERNAL AUDITOR**  
 Buyer **Olive Wallace Cohen** Outcome **Contract Purchase Agreement**  
 E-Mail **owcohen@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 **1/23/25 7:19 AM**  
 Close Date **2/14/25 4:00 PM** Award Date  
 Time Zone **Eastern Standard Time**  
 Pre-Bid Conference **N/A**  
 Location  
 Pre-Bid Date/Time **N/A**  
 Question Cutoff **02/04/25 5:00 PM**  
 Date/Time

### 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 allowed to revise their submitted response up until Bid closing

### 1.5 Terms

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

## 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 other 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:

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\*2.

Type name of company in the comments box.

Select one of the following:-

a. Acknowledge

Comments:

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\*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.
  - 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 *(Response attachments are optional)*

**2.2 General Requirements (Preliminary Response Stage)**

- \*1. Scope of Services: The Procurement Department of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s) or service(s) as outlined in the bid documents provided. See the attachment(s) for additional information.

**The services sought under this RFP are generally described as follows: The City of Jacksonville (COJ), specifically the Jacksonville City Council, is soliciting proposals from "Certified Public Accounting Firms" interested in providing an annual audit for the fiscal years ending September 30, 2025, 2026, and 2027 along with rendering certain opinions and reports required, and provisions for renegotiation and extensions of the contract for two additional years. All audits are to be performed in accordance with applicable Accounting and Auditing Standards.**

**Schedule for the 2025 Fiscal Year Audit**

- A. Interim field-work can begin as early as July 1, 2025.
- B. The year-end closeout planning schedule for FY 2024 is provided as a guide (Attachment E).
- C. The Contractor will email the opinion, in PDF format, to the Accounting Division and Contract Manager, and will also email the following:
  - The Facility Manager Report (currently ASM Global)

- The Landfill Report
- County Funded Court-Related Functions Report
- Community Redevelopment Agency (CRA) Report
- Local Government Investment Policies Report
- Emergency Communications E911 System Funds Report
- Alimony & Child Support Payments Report
- Required Communications for the Finance/Audit Committee

The schedule for subsequent annual audits will be mutually agreed upon by COJ and the successful proposer. However, deadlines will be dictated by deadlines established by the City of Jacksonville.

**Services to be Performed Include, but are Not Limited to the Following:**

The City's ERP "1Cloud", utilizes Oracle Cloud applications including cloud financials, procurement, and project management. Phase I of the ERP went live in 2020 and included the general ledger, budgetary control and encumbrance accounting, receivables, payables, projects and grants management, cash management, fixed assets, procurement, and enterprise performance management (EPM) which includes budgeting and reporting applications.

For payroll, personnel and benefits, the City currently uses Oracle HRMS, running on IBM AIX servers.

Phase II of the ERP is scheduled to go live in January of 2026 and will include Oracle Human Capital Management (OCM).

The primary government opinion units and component units to be audited are those included in the City's Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2023. The JEA, the Jacksonville Port Authority, the Jacksonville Aviation Authority, the Jacksonville Transportation Authority, and the Police and Fire Board of Pension Trustees are not within the scope of the City's audit services to be performed, as these organizations are responsible for having audits conducted by independent CPA firms of their selection. It is expected that the primary government auditor will refer to the reports of other auditors in relation to the opinion units for the organizations audited by other auditors.

**A.** Audit of the City: the COJ shall have closed, balanced, prepared financial statements for the governmental activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information that the firm is to examine in accordance with the year-end close out plan provided in Attachment E, which is subject to change. The Accounting Division of the COJ will be responsible for preparation of the COJ's Annual Comprehensive Financial Report, the Single Audit Report and all other separate financial statements and reports issued in accordance with the year-end close out plan as provided in Attachment E. The firm will be responsible for

the opinions on the basic financial statements and other firm reports required by applicable professional standards only for such financial reports. The Office of the Council Auditor will assist with the audit by making available to the firm up to three (3) qualified staff members eight (8) hours per day, Monday through Friday, except COJ holidays. The schedule will be agreed upon between the Council Auditor and the firm. The maximum number of hours to be provided is six hundred (600) per annual audit. The firm shall prepare the following independent accountant's reports in connection with the audit of the City and discuss the reports with the Council Auditor's Office prior to the issuance of any report:

1. Independent certified public accountant's report on COJ's financial statements of the governmental activities, business-type activities, the aggregate discretely presented component units, each major fund, the aggregate remaining fund information and the Jacksonville Retirement System pension trust fiduciary fund. In addition, the auditor's report should include appropriate disclosures related to the required supplementary information included in the ACFR, in accordance with the AICPA's State and Local Governments Audit & Accounting Guide.
2. Independent certified public accountant's reports on the Schedule of Expenditures of Federal Awards and State Financial Assistance and other applicable opinions/reports on compliance and internal control referred to in the OMB Circular A-133 Compliance Supplement, Government Auditing Standards, and Chapter 10.550, Rules of the Auditor General.
3. Independent certified accountant's reports on the separately issued reports as listed below. The City is currently, or anticipates, preparing and issuing the following separately issued reports each of which should receive a separate opinion:
  - o The accounts maintained by Facility Manager (currently ASM Global) of the City of Jacksonville, which include, the Everbank Stadium, VyStar Veterans Memorial Arena, 121 Financial Ballpark, Daily's Place Amphitheater and Covered Flex Field, Prime F. Osborn III Convention Center, Jacksonville Center for the Performing Arts and the Ritz Theatre, under a contractual agreement between the City and the Facility Manager.
  - o The statement of county funded court-related functions of the City of Jacksonville, Florida pursuant to Section 29.0085 of the Florida Statutes.
  - o The Landfill Closure Fund extracted from the ACFR performed in accordance with the State of Florida Department of Environmental Regulation pursuant to Section 62-701.630(5)(c) of the Florida Administrative Code. The Fund is the escrow account provided under Ordinance 91-27-17 that requires deposits for funding of future landfill closure and post closure costs.
  - o The financial statements of the Community Redevelopment Agency Fund (CRA's), which comprise the comparative balance sheets, the related statement of revenues, expenditures and changes in fund balances for the years then ended, and the related notes to the financial statements along with the CRA's compliance with Subsection (6) and (7) of Section 163.387 of the Florida Statutes.
  - o The City of Jacksonville's compliance with the requirements of Section 218.415, Florida Statutes as it relates to local government investment policies.
  - o The Clerk of Court's compliance with regard for the depository for alimony transactions, support, maintenance and support payments; fees pursuant to Section 61.181 of the Florida Statutes.
  - o The City of Jacksonville's compliance pertaining to Section 365.172(10), Florida Statutes as to its receipt of Emergency Communications E911 system funds.
4. Additional CPA services, if any, shall be identified and determined by the COJ during the term of the Contract. The additional CPA services, if any, shall be priced at the predetermined billing rates of



the firm as mutually agreed upon by the COJ and firm in the Contract, subject to a maximum not to exceed amount. Examples of additional services could be, but are not limited to:

- a. Independent certified public accountant's reports on agreed upon procedures in connection with issuance of debt and review of official debt statement.
- b. Independent certified public accountant's reports on verification of mathematical accuracy of computations in connection with defeasance of debt.
- c. Independent certified public accountant's report on audit of schedule of pledged revenues received.
- d. Independent certified public accountant's report on compliance with debt covenants.
- e. Independent certified public accountant's report on cash and debt management.
- f. Independent certified public accountant's report on operational deficiencies.

## **COMPLIANCE WITH STANDARDS**

The firm shall perform the Scope of Services in accordance with each of the following as applicable to the City, as each may be amended from time to time:

- A. Statements on Auditing Standards issued by the Auditing Standards Board of the American Institute of Certified Public Accounts (GAAS).
- B. Government Auditing Standards (Yellow Book) issued by the Comptroller General of the United States.
- C. The Single Audit Act of 1984, as amended (31 U.S.C.A. ss 7501 to 7507) and related OMB Compliance Supplement for Single Audits of State and Local Governments.
- D. Title 2 of the Code of Federal Regulations Part 200, Subpart F – Audit Requirements, as applicable.
- E. Florida Statutes, especially Section 218.32 of the Florida Statutes.
- F. Rules of the State of Florida Auditor General, Chapter 10.550, Local Governmental Entity Audits.
- G. AICPA Audit and Accounting Guide: State and Local Governments.
- H. The City of Jacksonville Ordinance Code.
- I. Rules of the State of Florida Department of Financial Services, as applicable to the City.

- J. Rules of the Securities and Exchange Commission, as applicable.
- K. Federal HUD Audit Guidelines, as applicable.
- L. American Recovery and Reinvestment Act reporting requirements, as applicable.
- M. Coronavirus Aid, Relief, and Economic Security Act, as applicable.

Attachments:

File Name or URL	Type	Description
SCOPE OF SERVICES - INDEPENDEN	File	SCOPE OF SERVICES

Select one of the following:-

a. Acknowledge

\*2. Please see attached Supplemental Resources

Attachments:

File Name or URL	Type	Description
Frequently Asked Questions.doc	File	
Exhibit D - Summary of Audit A	File	
Exhibit C - Schedule of Grants	File	
Exhibit B - 2024 Year-End Clie	File	
Exhibit A - City Accounting 20	File	
Accounting year-end closeout,	File	
SCOPE OF SERVICES	File	

Select one of the following:-

a. Acknowledge(*Response attachments are required*)

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

**Minimum Requirements for Contractors.**

Contractor must satisfy the following mandatory minimum requirements in order to have their Responses evaluated. By submitting a Response, a 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. The Contractor shall provide current proof of all business licenses required by local, state, and

federal law as applicable.

2. The Contractor represents via written affirmation that it is an independent contractor and not an employee of COJ, nor are any of the firm's employees performing services in furtherance of this Contract to be considered employees of COJ.

3. Pursuant to Ordinance Code Section 102.116, audit services shall be provided by a certified public accounting firm, duly licensed under Florida Statutes Chapter 473 and qualified to conduct audits in accordance with governmental auditing standards as adopted by the Florida Board of Accountancy.

4. The Contractor shall provide its two most recent external quality control review reports

Select one of the following:-

a. Acknowledge(*Response attachments are required*)

\*4.

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.

- 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 RFP 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 : Attach all forms identified in requirements section. Examples of forms that may be required include:

- Price Sheet
- Affidavit of Compliance with Foreign Entity Laws
- Business References - Please provide at least three (3) references.

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.

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

All requests for amendment must be submitted to the Contact Person via messages in 1Cloud, unless otherwise specified in the RFP, be received at least **ten (10) calendar days** before the Response Due Date. Questions and requests for amendments shall not constitute a formal protest of the RFP. Failure to request an interpretation or change will be considered evidence that Contractor understands and agrees to the provisions of the RFP.

The posting of a written amendment (in 1Cloud) is the only official method by which interpretations, clarifications, changes, or additional information will be given by Buyer prior to the opening of Responses. Any other interpretation, clarification, change or information will have no legal effect.

**Buyer reserves the right to amend, cancel or reissue the RFP at its discretion. This includes the right to change the Response Due Date and the Contract award date. Notice of all amendments and cancellations will be posted in 1Cloud. Contractor is responsible for monitoring this website (1Cloud) for new or changing information.**

Attachments:

File Name or URL	Type	Description
Business References.docx	File	
PRICE SHEET.docx	File	
AFFIDAVIT OF COMPLIANCE WITH F	File	

Select one of the following:-

a. Acknowledge(*Response attachments are optional*)

\*5. Please download, complete and re-upload the attached form.

Attachments:

File Name or URL	Type	Description
------------------	------	-------------

Business References.docx	File	
--------------------------	------	--

Select one of the following:-

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

\*6. Federal Funds do not apply to this RFP

Select one of the following:-

- a. Acknowledged

\*7.

### Revisions to the Solicitation

The following sections are hereby removed from the *Terms and Conditions*. Please disregard these sections in their entirety.

C.10 Delivery

C.12 Discounts

C.29 "Or Equal" Interpretation

C.30 Performance Bond

C.31 Pickup and Returns

C. 31 Prices

C. 41 Quotations

Select one of the following:-

- a. Acknowledged

### 2.3 SPECIAL CONDITIONS (Preliminary Response Stage)

\*1.

**Please see Special Conditions attached.**

**In the event of any conflict between the provisions under General Conditions and the provisions included under Special Conditions, the provisions of the Special Conditions shall govern.**

Attachments:

File Name or URL	Type	Description
SPECIAL CONDITIONS - Independe	File	

Select one of the following:-

- a. Acknowledged

### 2.4 Indemnification and Insurance Requirements (Preliminary Response Stage)

## \*1. Indemnification and Insurance Requirements:

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. Bid number should be listed on certificate. The awarded vendor will be required to submit the copy of the insurance certificate within ten (10) calendar days after receipt of award notification.

**INDEPENDENT EXTERNAL AUDITOR****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**

**eparate 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.

**INSURANCE REQUIREMENTS**

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

Insurance Coverages	
Schedule	Limits
<b>Worker's Compensation</b>	Florida Statutory Coverage
<b>Employer's Liability</b>	\$100,000 Each Accident
Policy Limit	\$500,000 Disease
	\$100,000 Each Employee/Disease

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

<b>Commercial General Liability</b>	\$2,000,000	General
Aggregate		
	\$2,000,000	Products
& Comp. Ops.		
	\$1,000,000	Personal
/ Advertising		
	\$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.

<b>Automobile Liability</b>	\$1,000,000	Combined
Single Limit		

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

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



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

(Including Medical Malpractice when applicable)

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

**Crime – Employee Fidelity** \$1,000,000 Per Loss

(including theft of client property without computer data exclusion)

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

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

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

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

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

#### **ADDITIONAL INSURANCE PROVISIONS**

A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional

Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

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

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

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

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

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

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

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

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

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

K. Additional Insurance: Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

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

Attachments:

File Name or URL	Type	Description
Indemnification - Independent	File	
Insurance Requirements - Indep	File	

Select one of the following:-

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

**2.5 Price Sheet (Preliminary Response Stage)**

- \*1. Price Sheet: Please download the attached to enter prices and re-upload. 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.xlsx	File	

Select one of the following:-

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

**2.6 Evaluation Criteria - Preliminary Response Stage (Preliminary Response Stage)**

Section Maximum Score: 105

- \*1.

The Auditor Selection Committee shall determine qualifications, interest, and availability by reviewing all written responses received that express an interest in performing these services. The determinations shall be based upon the following criteria, and respondents are requested to provide, as a minimum, the information listed under each criterion. **Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the proposal as non-responsive.** The response to each of the criterion will be evaluated relative to the other responses received and will be awarded a score of 1 through 20 points ( Total maximum points 105). Respondents are encouraged to arrange their responses in a format that will offer ready review and evaluation of each criterion.

**PAST AND PRESENT RECORD OF PROFESSIONAL ACCOMPLISHMENTS WITH CITY AGENCIES AND OTHERS: (20 points maximum score)**

Provide a list of completed projects that are similar in nature and scope to the project under consideration with references to include owner's contact person and telephone number. Describe any outstanding accomplishments that relate to specific services being sought. Responding to this evaluation criterion necessitates that Contractors include statements of their past and present record of professional accomplishments or performance with the City of Jacksonville and on projects undertaken with others that are similar in nature to the size and scope of professional services and/or work required for the project solicitation herein.

Maximum Score: 20

Select one of the following:-

a. Acknowledge(*Response attachments are required*)

\*2.

**COMPETENCE: (20 points maximum score)**

Provide evidence that the firm is licensed to do business in the State of Florida. Provide the total number of employees your firm employs along with the total number of Certified Public Accountants. Provide a list of a proposed project team along with resumes/qualifications reflecting the level of experience of key personnel assigned. Name and describe the type of experience, including education and professional accomplishments of the individuals who would work directly with COJ on a day-to-day basis. The team must reflect full and part time members and show the amount of time each key personnel member will be dedicated to the project, as well as the level of support offered by the firm to assist in completing this project. Provide the two most recent external quality control review reports. Also, identify any circumstance and status of any disciplinary action taken or pending against the firm during the past five years with regulatory bodies or professional organizations.

Maximum Score: 20

Select one of the following:-

a. Acknowledge(*Response attachments are required*)

\*3.

**ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE PROJECT REQUIREMENTS:  
(15 points maximum score)**

Describe the respondent's understanding of the requirements of this solicitation. Provide a work plan outlining the audit approach for the project and include the firm's ability to satisfy the same in complete compliance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations. The work plan must include the extent to which statistical and non-statistical sampling will be used.

Maximum Score: 15

Select one of the following:-

a. Acknowledge(*Response attachments are required*)

\*4.

**CURRENT WORKLOAD : (10 points maximum score)**

Provide the number and size of the projects currently being performed or outstanding obligations or contracts that might adversely affect the respondent's ability to perform this project. Explain the firm's ability to meet the City's timeline for report issuance. Also, provide documentation of the past ability to deliver

projects on a timely basis under similar current workload conditions.

Maximum Score: 10

Select one of the following:-

a. Acknowledge(*Response attachments are required*)

\*5.

**QUOTATION OF RATES, FEES OR CHARGES AND OTHER DETAILED COST PROPOSAL OR COST BREAKDOWN INFORMATION (10 points maximum score)**

Describe the respondent's overall willingness to meet both time and budget requirements for the project, and subject to Section 218.391(4) of the Florida Statutes, proposed total compensation and unit price quotations, including, without limitation, hourly rates, fees, or other charges that will ultimately be used during contract negotiations to calculate or determine total compensation

Maximum Score: 10

Attachments:

File Name or URL	Type	Description
FORM 1 - PRICE SHEET.docx	File	

Select one of the following:-

a. Acknowledge(*Response attachments are required*)

\*6.

**PROXIMITY TO THE PROJECT (10 points maximum score)**

Provide the location of the office from which the proposed project will be administered; the perceived response time and general availability of the firm's management to be onsite. If respondent's corporate headquarters are not located in Jacksonville, Florida, please document the location and the nature of business of respondent's branch office(s), if any, that are located in and/or that are closest to Jacksonville, Florida, the number of employees assigned thereto and the period of continuous existence thereof.

Maximum Score: 10

Select one of the following:-

a. Acknowledge(*Response attachments are required*)

\*7.

**ABILITY TO OBSERVE AND ADVISE WHETHER APPLICABLE GUIDANCE IS BEING COMPLIED WITH, WHERE APPLICABLE (10 points maximum score)**

After review of the 2023 ACFR, please outline any issues or areas of concern your firm may have with our existing data or format. Please address the following situations:

i. While many firms establish "firm policies" on issues of GAAP for which existing GAAP is unclear, please address the steps which would be taken if, where there is no established GAAP, the City proposes to take an alternative approach to the "firm's policy".

ii. If a question of GAAP interpretation arises between City staff and the audit team, please indicate the steps that would be taken to adequately determine the actual intent/direction of the available/applicable guidance.

iii. If questions of early implementation of new GAAP arise, what documentation does the auditor require before implementation?

**These items are intended to discuss the potential for addressing currently unresolved issues of what GAAP is. It does not indicate any intent on behalf of the City to deviate from established GAAP.**

Maximum Score: 10

Select one of the following:-

a. Acknowledge(*Response attachments are required*)

\*8.

**FINANCIAL RESPONSIBILITY (5 points maximum score)**

Describe form of business, i.e., proprietorship, partnership, corporation; years in business; changes in ownership; bank references; past, present, pending and/or threatened legal proceedings within any forum; and any other information the respondent may wish to supply to demonstrate financial responsibility. Failure to provide all listed information and documentation will result in a score less than maximum for this criterion.

Maximum Score: 5

Select one of the following:-

a. Acknowledge(*Response attachments are required*)

\*9.

**PAST AND PRESENT DEMONSTRATED COMMITMENT TO SMALL AND MINORITY BUSINESSES AND CONTRIBUTIONS TOWARD A DIVERSE MARKET PLACE (5 point maximum score)**

Responding to this evaluation criterion necessitates that proposers indicate their past and present commitment to minority, women-owned, small and emerging businesses. More specifically, responses to this evaluation criterion should include, without limitation, statements that document the Firm's: (i) commitment to diversity among the directors, officers, members and/or employees that make up its firm; (ii) commitment to diversity within its community and beyond; (iii) commitment to and/or utilization of minority, women-owned, small and emerging businesses on past projects; and (iv) commitment to and/or utilization of minority, women-owned, small and emerging businesses, certified JSEBs in particular, for the project solicitation in question.

Maximum Score: 5

Select one of the following:-

a. Acknowledge(*Response attachments are required*)

**2.7 Evaluation Criteria - Presentation Stage (Presentation Stage)**

\*1.

**When deemed necessary and in the sole discretion of the Auditor Selection Committee, the committee could conduct, duly noticed, formal interviews of all evaluated respondents to assist with the scoring. These interviews will not be scored.**

Select one of the following:-

a. Acknowledge

**3 Lines**

**3.1 Line Information**

Line	Estimated Quantity	Response Price	Line Amount	Response Minimum Release Amount
1-Flat Fee (payable upon completion of project or upon completion of listed deliverables): As specified in the RFP and based upon the July 1 start of each term				

**3.2 Line Details**

**3.2.1 Line 1 Flat Fee (payable upon completion of project or upon completion of listed deliverables): As specified in the RFP and based upon the July 1 start of each term**

Category Name	<b>946.20 Auditing</b>	
Allow Alternate Lines	<b>No</b>	
Target Minimum Release Amount (USD)		Estimated Total Amount (USD)
Start Price (USD)		

**4 Contract Terms**



**A. Solicitation Overview**

**A.1. Scope of Work**

The COUNCIL AUDITOR 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 INDEPENDENT EXTERNAL AUDITOR as listed in the bid documents.

**A.2. Award**

Award will be made to the highest ranked, responsive, responsible bidder.

**A.3. Term of Agreement**

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

**A.4. Quantities**

Quantities indicated are fixed.

## B. Equal Business Opportunity Plan

### B.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](http://www.JSEB.coj.net).

## **C. General Conditions**

### **C.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.

### **C.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.

### **C.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.

### **C.4. Cartage**

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

### **C.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.

### **C.6. COJ - Debarment List**

In accordance with 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](#).

### **C.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."**

### **C.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.

### **C.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.

### **C.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.

### **C.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.

### **C.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.**

### **C.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](http://www.coj.net) under the Online Forms link on the Finance Department page.

### **C.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.

### **C.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.

#### **C.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 the Ordinance Code and the provisions of the Purchasing code contained in the Ordinance Code and has read and will comply with the Mandatory Ethics Training for Suppliers located on the [Procurement Website](#).

#### **C.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.

#### **C.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.

#### **C.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.

#### **C.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.

### **C.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](mailto:COJ1CloudInvoices@coj.net). The invoice email subject line MUST BE: inv\_30000008806179. Invoices can also be submitted through the 1Cloud Supplier Portal.

### **C.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.

### **C.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.

### **C.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.

### **C.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.

### **C.26. Nondiscrimination Provisions**

As required by the 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.

### **C.27. Office of Inspector General**

The City of Jacksonville has established an Office of Inspector General. 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 the Ordinance Code.

### **C.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 the Ordinance Code. 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.

### **C.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.

### **C.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.

### **C.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.

### **C.32. Prices**

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

### **C.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.

### **C.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.

### **C.35. Prompt Payment to Subcontractors and Suppliers**

The following is required by the 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 the 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 the Ordinance Code for JSEBs or MBEs and in Chapter 218, Florida Statutes, for non-JSEB or non-MBE, whichever is greater.

### **C.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.

### **C.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.

### **C.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.

### **C.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.

### **C.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.

### **C.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.**

### **C.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.

### **C.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.

### **C.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.

#### **C.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.

#### **C.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.

#### **C.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.

#### **C.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.

#### **C.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.

#### **C.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.

#### **C.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.

#### **C.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.

#### **C.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.

## D. Protest Procedures

### D.1. Purpose and Scope

These protest procedures are promulgated pursuant to the Jacksonville Ordinance Code (the "Jax P-Code"), which authorizes the Jacksonville Procurement Awards Committee (the "JPAC") 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.

1. In accordance with the procedures contained herein, any actual or prospective respondent to a City of Jacksonville competitive solicitation, be it 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 Jax P-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.
2. The issue(s) raised, and the information contained in the Notice of Protest and any supplemental documentation filed 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 to the Chief of Procurement or before the JPAC.

### D.2. Definitions

For these Protest Procedures, the following definitions are provided:

1. "Competitive solicitation" or "solicitation" shall include without limitation a formal invitation to bid, competitive sealed bid, multi-step competitive sealed bid, competitive sealed proposal, or a request for proposals and/or qualifications.
2. "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 the Jax P-Code.
3. "Non-competitive purchase" means any single source procurement pursuant to the Jax P-Code and Section (4) (H) of the Procurement Operating Manual.
4. "Electronic transfer" is limited solely to email transmissions that appear legibly on paper to the Chief of Procurement.
5. "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.
6. "Procurement process" has the same meaning as "contract solicitation or award process."

### D.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 Chief;

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

#### **D.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.

#### **D.5. Delivery of Protest**

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

#### **D.6. Stay of Procurement During Protest**

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

#### **D.7. Authority to Resolve**

Upon the receipt of a timely filed written Notice of Protest, the Chief of Procurement



shall have the authority to settle and resolve the timely filed protest.

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

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

#### **D.8. JPAC Administrative Review Process**

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

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

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

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

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

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 mayor or his

designee, said vote and/or decision of the JPAC shall be posted and shall represent final agency action.

**D.9. Independent Agency, Board, or Delegated Authority**

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

## **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.