



# **REQUEST FOR QUALIFICATIONS**

**RFQ #: 06012023**

## **LANDSCAPE ARCHITECT DESIGN AND ENGINEERING SERVICES FOR PARK PROJECT**

*June 1, 2023*

**MUSEUM OF SCIENCE AND HISTORY**  
1025 MUSEUM CIRCLE  
JACKSONVILLE, FL 32207

## REQUEST FOR QUALIFICATIONS

### Landscape Architect Design and Engineering Services for Park Project

#### SECTION 1 - SPECIFIC INFORMATION REGARDING THIS RFQ

##### **1.1 Introduction.**

Museum of Science & History ("Owner") has entered into a Redevelopment Agreement with the City of Jacksonville ("City"), pursuant to City Ordinance 2023-0184, and therefore intends to hire an individual or firm ("**Consultant**") to provide the professional services described in Section 1.2 of this Request for Qualifications ("**RFQ**"). Persons interested in submitting a response to this RFQ (a "**Response**") should carefully review this RFQ for instructions on how to respond and for the applicable contractual terms. This RFQ is divided into the following sections:

Section 1	Specific Information Regarding this RFQ
Section 2	General Instructions
Section 3	General Terms & Conditions
Section 4	Description of Plans and Specifications
Attachment A	Response Format
Attachment B	Evaluation Matrix
Form 1	Pricing Sheet
Form 2	Conflict of Interest Certificate

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

##### **1.2 Scope of Services.**

The site location is provided on Exhibit D. The site is divided into 3 separate Parcels. Please refer to Exhibit D for the Parcel Delineation map.

Museum Parcel	2.5 acres
Park Parcel	3.15 acres
Partnership Parcel	1.5 acres

The Consultant scope of work shall be to prepare Plans and Specifications for the design of the Partnership Parcel and Park Parcel ("Park Design"), inclusive of the Riverwalk but not including the bulkhead or any shoreline protection. The Plans and Specifications shall take the design from preliminary concepts through 100%, as well as preparation of written bid specifications and Released for Construction documents and bid support. Permitting will also be a requirement and responsibility of the Consultant to allow construction to commence immediately after design is completed. Plans and Specifications must include cost estimates at each phase of design. (Refer to Section 4 for detailed description of services, including deliverables.)

At a minimum, the Park Design shall include a Riverwalk acceptable to the Parks Department and meeting the adopted Riverfront Park Design Standards included as Exhibit A, running from Bay Street to the river along Hogan's Creek, near the bulkhead river frontage of the Park Parcel and connecting back along the bulkhead extension of A. Philip Randolph Boulevard. Activation of Bay Street with Urban Open Space, which is defined in Chapter 656, Part 3, Subpart H of the Jacksonville Code of Ordinances, interactive features beyond landscape and walkways is a priority.

The riverfront space shall include permanent features and design that activate the park. The Plans must also include design of a science themed node beacon and marker meeting the criteria of the Riverfront Design Guidelines and Activity Node Plan included as Exhibit B. A connection to the river taxi dock at A. Philip Randolph Boulevard must be accommodated as well as connection to the future Emerald Trail at Hogans Creek and Bay Street. Coordination with the Museum Parcel design will be required.

The project will be completed in the following progression phases; 30%, 60%, 90% and 100%, Issued for Bid (IFB) and Issued for Construction (IFC) plansets.

The Consultant is responsible for developing the Invitation to Bid (ITB) and any special conditions, participate in the bid and construction phases and serve as design professional(s) of record.

The project will require coordination with the Museum of Science and History (MOSH), the Downtown Investment Authority (DIA), City of Jacksonville Parks, Recreation and Community Services (Parks Department), City of Jacksonville Public Works (Public Works), Downtown Development Review Board (DDRB) and City of Jacksonville's Chief Resilience Officer. Along with MOSH, the DIA will appoint a single point of contact to coordinate with City of Jacksonville agencies during the design process. Furthermore, the project will require meetings with public stakeholders and the use of public workshops to garner input and comments throughout the design process will be the responsibility of the Consultant.

Commencement of services for this project is subject to budget approval by the Owner and the issuance of a Notice To Proceed. No billable work until an NTP issued to the Consultant by the Owner in writing.

A detailed Scope of Services defining the exact performance requirements and schedule for completion of the project will be developed during negotiations with the selected Consultant to establish terms of the agreement for professional services and Consultant's fee. If the resulting negotiations are not successful, the Owner reserves the right to terminate negotiations and commence negotiations with the second most qualified firm and so on until the Owner is satisfied with the scope and fee.

Information Only documents being provided are the following:

Exhibit A	Riverfront Park Design Standards & Riverwalk Signage (Link)
Exhibit B	Riverfront Design Guidelines & Activity Node Plan (Link)
Exhibit C	Geotech Analysis
Exhibit D	Parcel Location Map
Exhibit E	Parcel Delineation Map
Exhibit F	Performance Schedule
Exhibit G	Duval County Brownfield Areas and Sites

### **1.3 Term of Agreement.**

Following selection of the Consultant, the parties shall negotiate a Contract. The term of agreement will commence upon execution of the Contract and will continue until completion of the work specified in this RFQ, subject to the early termination provisions in the Contract. Initial contract will be for 1 year and may be extended if performance is

satisfactory to the Owner.

#### **1.4 Minimum Requirements for Consultants.**

Consultants must satisfy the following mandatory minimum requirements in order to have their Responses evaluated. By submitting a Response, Consultant 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. Authorized and licensed under Florida Statutes to perform the professional services sought by this RFQ. Minimum of 10 years of experience required by the PM.

#### **1.5 Documents Available for Inspection.**

During preparation of a response to this RFQ, no additional documents are available to Consultant. Additional documents will be made available to selected Consultant during contract negotiation period. Arrangements for a site inspection should be made with the Contact Person identified in Section 1.10.

#### **1.6 Pre-Qualifications Meeting.**

There is not a pre-Qualifications meeting scheduled for this RFQ.

#### **1.7 Response Due Date.**

The deadline for submitting the response to this RFQ is Friday, June 30, 2023 at 2:00 p.m. ET. Please see Sections 2.3 and 2.4 for more details.

#### **1.8 Response Delivery Location.**

Responses must be delivered to the following location:

Attn: J. Jason Perry  
Museum of Science and History  
1025 Museum Circle  
Jacksonville, FL 32207

#### **1.9 Response Opening.**

All Responses received will be opened and recorded by 3:00 PM ET on the Response Due Date at the Response Delivery Location (see Sections 1.7 and 1.8 above).

#### **1.10 Contact Person.**

Jason Perry  
Vice President of Special Projects  
1025 Museum Circle  
Jacksonville, FL. 32207  
Phone: 404.788.1945  
JPerry@themosh.org

Please refer to Section 2.8 for further information on who may and may not be contacted regarding this RFQ.

#### **1.11 Questions and Requests for Amendments.**

Any questions, requests for information, or requests for amendments to this RFQ must be submitted via email to JPerry@themosh.org with the following title in the subject line RFQ #: 06012023 Bid Questions in accordance with this RFQ.

**1.12 Special Instructions.**

The following special instructions shall apply to this RFQ and shall supersede any conflicting provisions in Section 2 (General Instructions):

To schedule a site visit, contact Jason Perry via email at JPerry@themosh.org or by calling 404.788.1945

**1.13 Special Contract Terms.**

None

## SECTION 2 - GENERAL INSTRUCTIONS

### **2.1 Application of Applicable Laws.**

The selection of and contracting with a Consultant under the RFQ will be in accordance with any and all applicable law, administrative procedures, policies, or rules.

### **2.2 Questions and Requests for Amendment to RFQ.**

If a Consultant: (i) has questions about the RFQ, (ii) finds discrepancies, omissions, or ambiguities in the RFQ, or (iii) believes any term or condition of the RFQ is unreasonable Consultant should request an amendment to the RFQ. The request should reference the RFQ section at issue and include any specific language that Consultant recommends using. All requests for an amendment must be submitted to the Contact Person in writing (via US mail courier, e-mail, or hand delivery) and, unless otherwise specified in the RFQ, be received by the Contact Person at least ten (10) calendar days before the Response Due Date. Questions and requests for amendments directed to the Contact Person or to any other Owner personnel shall not constitute a formal protest of the RFQ. Failure to request an interpretation or change will be considered evidence that Consultant understands and agrees to the provisions of the RFQ. The posting of a written amendment is the only official method by which interpretations, clarifications, changes, or additional information will be given by Owner prior to the opening of Responses. Any other interpretation, clarification, change or information will have no legal effect. Owner reserves the right to amend, cancel or reissue the RFQ at its discretion. This includes the right to change the Response Due Date and the Contract award date.

### **2.3 Format/Content of Responses.**

- A. If a Response Format is specified in the RFQ, Consultants should follow that format.
- B. Responses should be prepared simply and economically, providing a straightforward, concise description of Consultant's ability to provide services sought by the RFQ. Unnecessary brochures, artwork, expensive paper, and presentation aids are discouraged. Bindings and covers will be at Consultant's discretion.
- C. When responding to specific questions, please reprint each question in its entirety before the response.
- D. Responses shall be in ink or typewritten. All corrections must be initialed.
- E. Response shall be limited to a page size of 8.5" x 11". Font size less than 11-points is discouraged. The Response shall be indexed and all pages sequentially numbered.
- F. Except as may be specifically requested in the Response Format, Consultant may not impose any additional terms or conditions to any aspect of the RFQ. Owner objects to and shall not be required to consider any additional terms or conditions submitted by Consultant, including any appearing in the Response. In submitting a Response, Consultant agrees that any additional terms or conditions shall have no force or effect. Any failure to comply with the terms and conditions of the RFQ, including those specifying information that must be submitted with a Response, may result in rejection of the Response. If Consultant desires a change or clarification to the terms or conditions of the RFQ, Consultant must follow the process set forth in Section 2.2 ("Questions and Requests for Amendments").
- G. Unless otherwise requested by Owner, Consultants should make only one proposal for each RFQ item. Multiple offerings, alternatives (unless any are specifically requested by Owner) and/or stipulations may be cause for rejection of a Response.
- H. Price offerings shall be inclusive of ALL costs (including but not limited to

administrative cost for submission of all required paperwork on Owner's behalf and any other costs) and will be the only compensation given to the Consultant for the required services herein.

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

## **2.4 Submission of Responses.**

- A. The location and deadline for submitting Responses is set forth in Section 1 of the RFQ. Consultants are fully responsible for meeting these requirements. Reliance upon mail or public carrier is at Consultant's risk. Late Qualifications will not be considered.

B. Consultant shall submit: One (1) original signed version of its Response clearly marked as "ORIGINAL." The Response must be signed by an officer or employee having authority to legally bind Consultant; and One (1) scanned copy (in .pdf format) of entire Response, via email to JPerry@themosh.org. Large files may be scanned as several separate PDF files, if necessary.

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

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

## **2.5 Evaluation of Responses.**

- A. Owner will determine the qualifications, interest and availability of Consultants by reviewing all Responses and, when deemed necessary in the sole discretion of Owner, by conducting formal interviews of selected Consultants that are determined to be the best qualified based upon evaluation of the Responses.
- B. The determination of which Consultants are "best qualified" will be based upon the criteria set forth in the RFQ.
- C. Before making an award, Owner reserves the right to seek clarifications, revisions, and information it deems necessary for the proper evaluation of Responses. Failure to provide any requested clarifications, revisions or information may result in rejection of the Response.
- D. Owner reserves the right to accept or reject any and all Responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if Owner determines that doing so will serve Owner's best interests. Owner may

reject any Response not submitted in the manner specified by the RFQ.

## **2.6 Negotiation and Award of Contract.**

- A. Generally, Owner will negotiate first with the highest ranked Consultant. If an agreement cannot be reached with the highest ranked Consultant, Owner reserves the right to negotiate and recommend award to the next highest ranked Consultant or subsequent Consultant(s) until an agreement is reached.
- B. Owner may make an award within sixty (60) days after the date of the Responses are due, during which period the Responses shall remain firm and shall not be withdrawn. Any Response that expresses a shorter duration may, in Owner's sole discretion, be accepted or rejected. If award is not made within sixty (60) days, the Response shall remain firm until either the Contract is awarded, or Owner receives from Consultant written notice that the Response is withdrawn. Note: Withdrawal of a Response may be requested within 72 hours (excluding State holidays, Saturdays, and Sundays) after the date and time Responses are due. Owner will not accept amended Response after the date and time Responses are due.
- C. Except as may otherwise be expressly set forth in the RFQ, Owner intends to award one contract, but reserves the right to enter into a contract with multiple Consultants or to reject all Responses. Owner also reserves the rights to enter into the Contract using an affiliate.
- D. Based on the evaluation and negotiation results, Owner shall electronically notify each respondent of intended award. Any person who is adversely affected by the decision shall file with Owner a notice of protest in accordance with the Protest provisions of the RFQ. Owner does not intend to provide tabulations or notices of award by telephone.

## **2.7 Terms of Agreement.**

After award to the successful Consultant, Owner and Consultant will promptly enter into a written agreement (the "Contract") incorporating the terms of the RFQ, the successful Response, and other terms and conditions as may be agreed to between the parties, including compliance with the Cost Disbursement Agreement. To the extent the Response contains exceptions to or modifications of the RFQ, such exceptions or modifications are stricken unless Owner affirmatively accepts the exceptions or modifications in the Contract. Owner will not be obligated to pay Consultant for the RFQ services until the Contract is signed by both parties. Owner retains the right to reject all bids and/or amend its notice of award at any time prior to the full execution of the Contract.

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

## **2.8 Ex-Parte Communications.**

Communications regarding the RFQ by a potential vendor, service provider, bidder, lobbyist or Consultant to City of Jacksonville employees, staff, project Owner are prohibited.

## **2.9 Cost of Developing RFQ Response.**

All costs related to the preparation of Responses and any related activities are the sole responsibility of Consultant. Owner assumes no liability for any costs incurred by Consultants throughout the entire selection process.

## **2.10 Response Ownership.**

All Responses, including attachments, supplementary materials, addenda, etc., shall become property of Owner and



shall not be returned to Consultant. Owner will have the right to use any and all ideas or adaptation of ideas presented in any Response. Acceptance or rejection of a Response shall not affect this right.

#### **2.11 Multiple Responses from Same Consultant; No Collusion.**

More than one Response from an individual, firm, partnership, corporation, or association under the same or different names is not permitted. Reasonable grounds for believing that a Consultant is involved in more than one Response for the same work will be cause for rejection of all Responses in which such Consultant is believed to be involved. Any or all Responses will be rejected if there is reason to believe that collusion exists between Consultants. Responses in which the prices obviously are unbalanced will be grounds for rejection.

#### **2.12 Conflict of Interest.**

Section 126.110 of the Jacksonville Ordinance Code (Jacksonville Procurement Code) requires that a public official who has a financial interest in a bid or Contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or qualifications number, and the position or relationship of the public official with the bidder or Consultant. The parties will follow the provisions of Section 126.110, Jacksonville Ordinance Code, with respect to required disclosures by public officials who have or accepted a financial interest in a bid or contract with Owner, to the extent the parties are aware of the same. All Consultants must submit the Conflict of Interest Certificate attached to the RFQ.

#### **2.13 Convicted Vendor List and City of Jacksonville Disqualified/Probationary Vendor List**

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

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

#### **2.14 Discriminatory Vendor List.**

An entity or affiliate placed on the State of Florida discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not:

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

#### **2.15 Consultant Representations.**

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

- Consultant currently has no delinquent obligations to the City of Jacksonville or any of its independent agencies.
- The Response is submitted in good faith and without any prior or future consultation or agreement with any other respondent or potential respondent.

- To the best of the knowledge of the person signing the Response, neither the Consultant, its affiliates, subsidiaries, owners, partners, principals or officers: (i) is currently under investigation by any governmental authority for conspiracy or collusion with respect to bidding on any public contract; (ii) is currently under suspension or debarment by any governmental authority in the United States; (iii) has within the preceding three years been convicted of or had a civil judgment rendered against it, or is presently indicted for or otherwise criminally or civilly charged, in connection with: (1) obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; (2) violation of federal or state antitrust statutes; or (3) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or (iv) has within the preceding three-year period had one or more federal, state, or local government contracts terminated for cause or default.
- Consultant has read and understands the RFQ terms and conditions, and the Response is submitted in conformance with those terms and conditions.
- All representations made by Consultant to Owner in connection with the RFQ have been made after a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Response.
- All information provided by, and representations made by, the Consultant are material and important and may be relied upon by Owner in awarding the Contract.

#### **2.16 Protests.**

Any protest concerning the RFQ shall be made in accordance with Section 126.106(e) of the Jacksonville Ordinance Code (Jacksonville Procurement Code).

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### **3.1 Provision of Services:**

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

### **3.2 Relationship of the Parties:**

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

### **3.3 Buyer’s Right to Make Changes:**

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

### **3.4 Service Warranties:**

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

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

### **3.5 Buyer Will Assist Contractor:**

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

### **3.6 Location Requirements for Services:**

N/A

### **3.7 Use of Subcontractors; Flow-Down Provisions:**

Except to the extent the use of subcontractors is disclosed in the Response or consented to in writing by Buyer, Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder. In all cases,

Contractor will be responsible for the acts or omissions of its subcontractors. Contractor will ensure that all relevant contractual obligations will flow down to the subcontractors and will be incorporated into the subcontracts (including the obligations relating to insurance, indemnification, delays, intellectual property rights, public records, non-discrimination, audits, security, location of services, termination, transition assistance, warranties, and the manner in which the Services are to be performed).

### **3.8 Meetings and Reports:**

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

### **3.9 Ownership of Works:**

- a. As used in **Sections 3.9 and 3.10**, the term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment, and material, negative, report, finding, recommendation, data and memorandum of every description, shared with or delivered to Buyer pursuant to the Contract and the Design Competition response.
- b. With the exception of Contractor's pre-existing intellectual capital and third-party intellectual capital as described in **Section 3.10** below, Buyer shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each Work including, but not limited to, software, source code, reports, deliverable, or work product developed by Contractor specifically for Buyer in connection with the Contract, and derivative works relating to the foregoing. The use of these Works in any manner by Buyer shall not support any claim by Contractor for additional compensation.
- c. Each Work, and any portion thereof, shall be a "work made for hire" for Buyer pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but previously developed by Contractor specifically for other customers of Contractor or for the purpose of providing substantially similar services to other Contractor customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of the Works are not deemed works made for hire by operation of law, Contractor hereby irrevocably assigns, transfers, and conveys to Buyer, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, Contractor acknowledges that Buyer shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as Buyer may reasonably request, to perfect or evidence Buyer's ownership of the Work.

### **3.10 Intellectual Property:**

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

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

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

### **3.11 Software Development Processes and Standards:**

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

### **3.12 Limitation of Warranty for Buyer-Furnished Software:**

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

### **3.13 Loss of Data:**

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

### **3.14 Purchase Orders:**

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

### **3.15 Best Pricing for Comparable Services to Other Government Entities:**

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

### **3.16 Invoicing and Payment:**

- a. Unless otherwise specified in the RFP, payment to Contractor for Services shall be made within 45 days for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. Buyer may require

any other information from Contractor that Buyer deems necessary to verify its obligation to pay under the Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. Buyer does not pay service charges, interest or late fees unless required by law.

- b. To the extent Contractor's fees include reimbursement for travel or travel-related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, Jacksonville Ordinance Code.
- c. Buyer's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.

**3.17 Taxes:**

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

**3.18 Right of Setoff:**

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

**3.19 Retention of Records / Audits:**

- a. Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe, and sufficient.
- b. Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to Buyer. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.
- c. At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by Buyer (including Buyer's auditor and inspector general offices), and to have full access to and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Contractor will not charge Buyer for any setup, supervision, or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and Buyer shall be permitted to bring its photocopying equipment if Buyer so desires.
- d. Contractor must comply with and cooperate in any audits or reports requested by Buyer and must ensure that all related party transactions are disclosed to the auditor.
- e. Contractor must permit Buyer to interview any of Contractor's employees, subcontractors, and subcontractor employees to assure Buyer of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or Buyer is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge Buyer for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.
- f. Following any audit or review, if performance of Contractor is, in the opinion of Buyer, deficient, Buyer will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a

corrective action plan. Contractor hereby agrees to prepare and submit, to Buyer, said corrective plan within ten (10) days of receiving Buyer's written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after Buyer's receipt of the corrective action plan.

- g. All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury, under **Section 837.06**, Florida Statutes.
- h. Contractor must include the aforementioned audit, inspection, investigation and record-keeping requirements in all subcontracts and Contract assignments.
- i. Contractor agrees to reimburse Buyer for the reasonable costs of investigation incurred by Buyer for audits, inspections and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

### **3.20 Indemnification:**

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

- a. General Tort Liability, for any negligent act, error or omission, recklessness, or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and
- b. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up, or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and
- c. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

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

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



### 3.21 **Insurance:**

Without limiting its liability under the Contract, Contractor and its subcontractors shall procure and maintain at their sole expense, during the term of the Contract, insurance of the types and in the minimum amounts stated below;

SCHEDULE	<u>Insurance Coverages</u> <u>LIMITS</u>
<b>Workers Compensation</b>	Florida Statutory Coverage
<b>Employer's Liability</b>	\$1,000,000 Each Accident
	\$1,000,000 Disease Policy Limit
	\$1,000,000 Each Employee/Disease

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

<b>Commercial General Liability</b>	\$3,000,000 General Aggregate
	\$3,000,000 Products/Comp. Ops Agg.
	\$1,000,000 Personal/Advertising Injury
	\$1,000,000 Each Occurrence
	\$50,000 Fire Damage
	\$5,000 Medical Expenses

The policy shall be endorsed to provide a separate aggregate limit of liability applicable to the Work via a form no more restrictive than the most recent version of ISO Form CG 2503

Contractor shall continue to maintain products/completed operations coverage for a period of ten (10) years after the final completion of the project. The amount of products/completed operations coverage maintained during the ten year period shall be not less than the combined limits of Products/ Completed Operations coverage required to be maintained by Contractor in the combination of the Commercial General Liability coverage and Umbrella Liability Coverage during the performance of the Work.

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.

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

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

<b>Design Professional Liability</b>	\$5,000,000 per Claim
	\$10,000,000 Aggregate

Any entity hired to perform professional services as a part of this Agreement 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 Agreement and with a ten (10) year reporting option beyond the annual expiration date of the policy.

**Umbrella Liability**

\$5,000,000 Each Occurrence/ Aggregate.

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.

In the event that any part of the work to be performed hereunder shall require Contractor or Subcontractors to enter, cross or work upon or beneath the property, tracks, or right-of-way of a railroad or railroads, Contractor shall, before commencing any such work, and at its expense, procure and carry liability or protective insurance coverage in such form and amounts as each railroad shall require.

The original of such policy shall be delivered to the railroad involved, with copies to the City, and their respective members, officials, officers, employee and agents, Engineer, and Program Management Firm(s) (when program management services are provided).

The Contractor shall not be permitted to enter upon or perform any work on the City Parcels until such insurance has been furnished to the satisfaction of the railroad. The insurance herein specified is in addition to any other insurance which may be required by the City, and shall be kept in effect at all times while work is being performed on or about the property, tracks, or right-of-way of the railroad.

Any entity hired to perform professional design services as a part of this Agreement shall maintain professional liability coverage. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

**Additional Insurance Provisions**

- a. Certificates of Insurance. Applicant shall deliver the City Certificates of Insurance that shows the corresponding City Contract or Bid Number in the Description, Additional Insureds, Waivers of Subrogation and Primary & Non-Contributory statement as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- b. Additional Insured: All insurance except Worker's Compensation, Professional Liability, AD&D and Crime (if required) 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, if products and completed operations is required, CG2037, Automobile Liability CA2048.
- c. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.
- d. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- e. Applicant's Insurance Primary. The insurance provided by the applicant shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees, and agents.
- f. 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 applicant. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

- g. **Applicant's Insurance Additional Remedy.** Compliance with the insurance requirements of this Contract shall not limit the liability of the applicant 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.
- h. **Waiver/Estoppel.** Neither approval by City nor failure to disapprove the insurance furnished by applicant shall relieve applicant of applicant's full responsibility to provide insurance as required under this Contract.
- i. **Notice.** The applicant shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the applicant, 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 applicant under this Contract shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage.
- k. **Additional Insurance.** Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.
- l. **Special Provision:** Prior to executing this Agreement, applicant shall present this Contract and insurance requirements attachments 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 the applicant.

### **3.22 Buyer's Right to Suspend Work:**

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

### **3.23 Buyer's Right to Terminate for Convenience:**

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

### **3.24 Buyer's Remedies Upon Contractor Default:**

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

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

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

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

### **3.25 Contractor Remedies Upon Buyer Default:**

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

### **3.26 Transition Services:**

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

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

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

### **3.27 Force Majeure, Notice of Delay, and No Damages for Delay:**

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

inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

### **3.28 No Waiver:**

The delay or failure by a party to exercise or enforce any of its rights under the Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, Buyer's payment for the Services shall not release Contractor of its obligations under the Contract and shall not be deemed a waiver of Buyer's right to insist upon strict performance hereof.

### **3.29 Qualification of Contractor Employees, Subcontractors, and Agents:**

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

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

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

### **3.30 Security Procedures:**

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

### **3.31 Restrictions on the Use or Disclosure of Buyer's Information:**

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

### **3.32 Protection of Contractor's Trade Secrets and Other Confidential Information:**

All documents received by Buyer in connection with this Agreement are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to Buyer. Buyer agrees to notify Contractor of any third-party request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within five (5) business days of Contractor's receiving notice of the request, Buyer may release the requested information. Such release shall be deemed for purposes of the Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copy right or other intellectual property.

### **3.33 Assignment:**

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

### **3.34 Notice and Approval of Changes in Ownership:**

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

### **3.35 Assignment of Antitrust Claims:**

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

### **3.36 Equal Employment Opportunity:**

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

### **3.37 Other Non-Discrimination Provisions:**

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

### **3.38 Prompt Payment to Subcontractors and Suppliers:**

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

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

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

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

### **3.39 Conflicts of Interest:**

Contractor acknowledges that **Section 126.112** of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor.

### **3.40 Contingent Fees Prohibited:**

In conformity with **Section 126.306**, Jacksonville Ordinance Code: Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona-fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract. For the breach or violation of these provisions, Buyer shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or

consideration.

**3.41 Truth in Negotiation Certificate:**

Pursuant to **Section 126.305**, Jacksonville Ordinance Code, the execution of the Contract by Contractor shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate, whereby Contractor states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete, and current at the time of contracting. Further Contractor agrees that the compensation hereunder shall be adjusted to exclude any significant sums where Buyer determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of the Contract.

**3.42 Compliance with Applicable Laws:**

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

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

**3.42 Cooperative Purchasing:**

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

**3.43 Warranty of Ability to Perform:**

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

**3.44 Warranty of Authority to Sign Contract:**

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

**3.45 Governing State Law/Severability/Venue/Waiver of Jury Trial:**

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

**3.46 Construction:**

Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in the Contract. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared the Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

**3.47 Office of Inspector General:**

The City of Jacksonville has established an Office of Inspector General, **Section 602.301, Part 3, Chapter 602**,



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

**3.48      Ethics Provisions for Vendors/Suppliers:**

The bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

## SECTION 4 – DESCRIPTION OF PLANS AND SPECIFICATIONS

The Plans and Specifications shall include the design of the Park Partnership Parcel and Park Parcel, inclusive of the Riverwalk but not including the bulkhead or any shoreline protection, for public park purposes. The plans shall take the design from preliminary concepts through 100%, as well as preparation of written bid specifications and Released For Construction documents and bid support.

At a minimum, the park design shall include a Riverwalk acceptable to the Parks Department and meeting the adopted Riverwalk Park Design Criteria, running from Bay Street to the river along Hogan's Creek, near the bulkhead river frontage of the Park Parcel and connecting back along the bulkhead to the extension of A. Phillip Randolph Boulevard.

A second priority of the park shall be activation of Bay Street with Urban Open Space interactive features beyond landscape and walkways.<sup>1</sup>

The riverfront or South facing park space shall include permanent features and design that activate the park absent specific staffed events or programs. The Plans must also include design of a science themed node beacon and marker meeting the criteria of the Riverfront Design Guidelines and Activity Node Plan prepared by SWA and dated August 25, 2018, expected to be approximately 40 feet tall, capable of lighting, and visible from other locations on the waterfront. A connection to the river taxi dock at A. Phillip Randolph Boulevard must be accommodated as well as a connection to the Emerald Trail at Hogans Creek and Bay Street. The City shall provide information sufficient for the design of the Emerald Trail connection within ninety (90) days following the Effective Date of the Agreement to which this exhibit is attached.

The park design shall contemplate a park construction budget of \$15 million; however, the actual construction budget may be as low as \$5 million and all elements other than the Riverwalk and site fill and grading necessary to transition to the museum building shall be treated as add alternates or subsequent phases in preparation of the bid package.

Plans shall include all items listed on the table below at the required stage or phase of design, i.e. 30%, 60%, 90% and 100%.

Note: 100% plans are used for bidding and the "Released for Construction" (RFC) set which is typically released prior to contractor Notice To Proceed but after all bid related questions have been answered and the plans updated to reflect any required changes.

ITEM	30%	60%	90%	100%
Key Sheet	P	P	C	F
Signature Sheet		P	C	F
Summary of Pay Items		P	C	F
Drainage Map	P	P	C	F
Typical Sections and Renderings	P	C	C	F
Summary of Drainage Structures		P	C	F
Materials Tabulation		P	C	F
Project Layout	P	C	C	F
Project Control	P	C	C	F
Driveway Plan-Profile	P	P	C	F
Stormwater Treatment		P	C	F
Soil Surveys/Geotechnical Reports		P	C	F
Cross Sections	P	P	C	F
Temporary Traffic Control Plans	C			

Utility Adjustments and Approvals/Permits		P	C	F
Selective Clearing and Grubbing		P	C	F
Miscellaneous Structures Plans		P	C	F
Signing and Pavement Marking Plans		P	C	F
Lighting Plans		P	C	F
Landscape Plans	P	P	C	F
Utility Work by Contractor Agreement Plans (UWSs)			C	F
Summary of Quantities			C	F
Site/Civil	P	P	C	F
Architectural	P	P	C	F
Structural	P	P	C	F
Electrical		P	C	F
Mechanical		P	C	F
Plumbing		P	C	F
Communications Systems	P	C	F	
Estimated construction budget	P	P	C	F
Permits (SJRWMD, DEP, ACOE, COJ 10-Set)		P	C	F
Bid Documents/Project		P	C	F

Status Key:

P - Preliminary

C - Complete but subject to change

F - Final

<sup>1</sup> **Urban Open Space:** is an area built for human activity and engagement and is comprised of public art, interactive equipment such as swings, exercise equipment, information kiosks, etc. as the anchor of that space. Unlike what is generally or conventionally considered “open space” within the suburban context, Urban Open Space is not just landscaping or seating or the absence of a building or structure. Urban Open Space may include parks or plazas, with associated public art or landscaping, and serves to activate and engage pedestrians. Urban Open Space also includes semi-private areas that may be fenced or gated but activities within are visible from the Public Realm, accessible directly from the Public Realm, and open to the public during business and service hours.

## ATTACHMENT A – RESPONSE FORMAT

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

1. **Title Page:** Include RFQ Title, RFQ Number, Consultant's full name, address, phone number.
2. **Cover Letter:** Include the following:
  - Date of Letter.
  - RFQ Title and Number.
  - Consultant's full name, address, and phone number.
  - Names of the persons who will be authorized to make representations for the Consultant, their titles, addresses (including email address) and telephone numbers.
  - Consultant's Federal Employer ID Number.
  - Acknowledgement that (i) the Response is based on the terms set forth in the RFQ and all amendments thereto posted on Owner's website as of the date of the Response, and (ii) the Consultant will be responsible for monitoring Owner's website for subsequent amendments and for either maintaining, amending or withdrawing the Response prior to the Response Due Date based on those subsequent amendments.
  - Signature of Authorized Representative.
3. **Required Forms.** Attach all forms identified, each signed by an authorized representative. Examples of the forms that may be required include:
  - Conflict of Interest Certificate.
  - Business References.
  - Bid Bond (if applicable).
4. **Proof of Minimum Requirements.** Responses will ONLY be accepted from companies meeting the minimum requirements in Section 1 of the RFQ. Consultant 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 the Owner needs to evaluate how well the Consultant meets the criteria listed in Attachment B - Evaluation Criteria. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Response as non- responsive. Please divide this portion of the Response into ten subsections (one subsection for each of the listed criteria).

## ATTACHMENT B - EVALUATION MATRIX

The evaluations will be based upon the following criteria, and Consultants 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 qualifications as non-responsive. The response to each of the criterion will be evaluated relative to the other responses received. Consultants are encouraged to arrange their responses in a formal way that will offer a ready review and evaluation of each criterion.

1. **TEAM EXPERIENCE.** Include professional and/or technical education and training; experience with the kind of project described herein; availability of adequate personnel, equipment and facilities and the extent of repeat business of the persons. Provide names and resumes of all individuals to be assigned to this project. List the extent of repeat business the Consultant has achieved. Provide the name and office locations of any subconsultants proposed to be used on these services, and the estimated percentage of the work, which will be done by each such subconsultant. Evaluation of team experience criterion will include consideration of any proposed subconsultants. List previous projects similar to the one in the RFQ which have been satisfactorily completed. Provide resumes of principal staff/project manager showing years of experience in the field to which they are assigned for this project. **(30 points maximum score)**
2. **CURRENT WORKLOAD.** Provide the number and size of the projects currently being performed by the personnel to be assigned to this project. Discuss past ability to deliver projects on a timely basis under similar current workload conditions. **(5 points maximum score)**
3. **FINANCIAL RESPONSIBILITY.** Describe form of business, i.e., proprietorship, partnership, corporation; year in business; changes in ownership; bank reference(s); past, present, pending and/ or threatened legal proceedings within any forum; and any other information the Consultant may wish to supply to demonstrate financial responsibility. Failure to provide all listed information and documentation will result in score less than maximum for this criterion. **(5 points maximum score)**
4. **PROJECT EXPERIENCE.** List at least five (5) previous projects similar to the one described in the RFQ which have been completed by Consultant. Please highlight waterfront design experience especially projects that were designed in an urban environment. Please include the following information:
  - Description of the project scope.
  - Design approach.
  - Resilient features.
  - Images of the project and/or plan.
  - Project location.
  - Project budget.
  - Client reference and associated contact information.**(25 points maximum score)**
5. **PAST AND PRESENT RECORD OF PROFESSIONAL ACCOMPLISHMENTS.** 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. **(10 points maximum score)**
6. **COMMITMENT TO DIVERSITY.** Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act or if there are other factors which demonstrate the firm's commitment to diversity. **(10 points maximum score)**
7. **ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE PROJECT REQUIREMENTS.** Describe the Consultant's understanding of the requirements of this solicitation, and its ability, approach and/or plan to satisfy the same in complete compliance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations. **(15 points maximum score)**

8. **QUOTATION OF RATES, FEES OR CHARGES AND OTHER DETAILED COST**

**QUALIFICATIONS OR COST BREAKDOWN INFORMATION.** In an effort to remain consistent with Chapter 287, Florida Statutes, responding to this evaluation criterion necessitates that a proposer include statements and references demonstrating that the proposer met both time and budget requirements on projects of similar size and scope that were completed by the proposer within the past three years and that the proposer is meeting both time and budget requirements on projects of similar size and scope that are currently being performed by the proposer ("Reference Projects"). As part of its response to this evaluation criterion, the proposer:

1. must submit an expressed statement of its overall willingness to meet both time and budget requirements for the project in question; and
2. should submit, without limitation, project narratives, schedules, design and construction cost and fee summaries and owner references for any Reference Projects. Any Reference Project which has been completed or for which construction is underway will segregate and identify any design-related schedule or budget impacts. Design schedule and budget information will include both the original and the current or completed schedule and cost data.

During contract negotiations, successful proposers will be required to provide a Schedule of Proposed Rates on the forms provided as "A". Such rates and costs will be used in the negotiation of fees and shall remain in effect throughout the length of the contract, except - at the sole discretion of MOSH or its related entities - such rates may be adjusted when the Contract is being negotiated. Any allowable rate adjustments for subconsultants shall also follow this procedure.

FORM 1 – PRICING SHEET

LANDSCAPE ARCHITECT DESIGN AND ENGINEERING SERVICES FOR PARK PROJECT

Name of Consultant \_\_\_\_\_

RFQ No. \_\_\_\_\_

**Consultant's Proposed Hourly Rates, Including Benefits**

Principal (Partner or Senior Officer)	_____ \$ / Hour
Project Director	_____ \$ / Hour
Project Manager	_____ \$ / Hour
Senior Planner	_____ \$ / Hour
Senior Engineer	_____ \$ / Hour
Landscape Architect	_____ \$ / Hour
Graphic Art Designer	_____ \$ / Hour
Senior Designer	_____ \$ / Hour
Designer	_____ \$ / Hour
CADD Technician	_____ \$ / Hour
Clerical	_____ \$ / Hour
Administrative Support	_____ \$ / Hour
Technical Writer	_____ \$ / Hour
GIS Specialist	_____ \$ / Hour

FORM 2 – CONFLICT OF INTEREST CERTIFICATE

RFQ No. \_\_\_\_\_

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this bid qualifications.

SECTION I

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Official (Type or Print)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

SECTION II

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

Name

Title or Position

Date of Filing

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Official (Type or Print)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.112 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official: \_\_\_\_\_

Position Held: \_\_\_\_\_

Position or Relationship with Bidder: \_\_\_\_\_



EXHIBIT A  
RIVERFRONT PARK DESIGN STANDARDS & RIVERWALK SIGNAGE

[https://cityclts.coj.net/docs/2019-0196/Original%20Text/2019-196\\_ON\\_FILE\\_DOCS.pdf](https://cityclts.coj.net/docs/2019-0196/Original%20Text/2019-196_ON_FILE_DOCS.pdf)

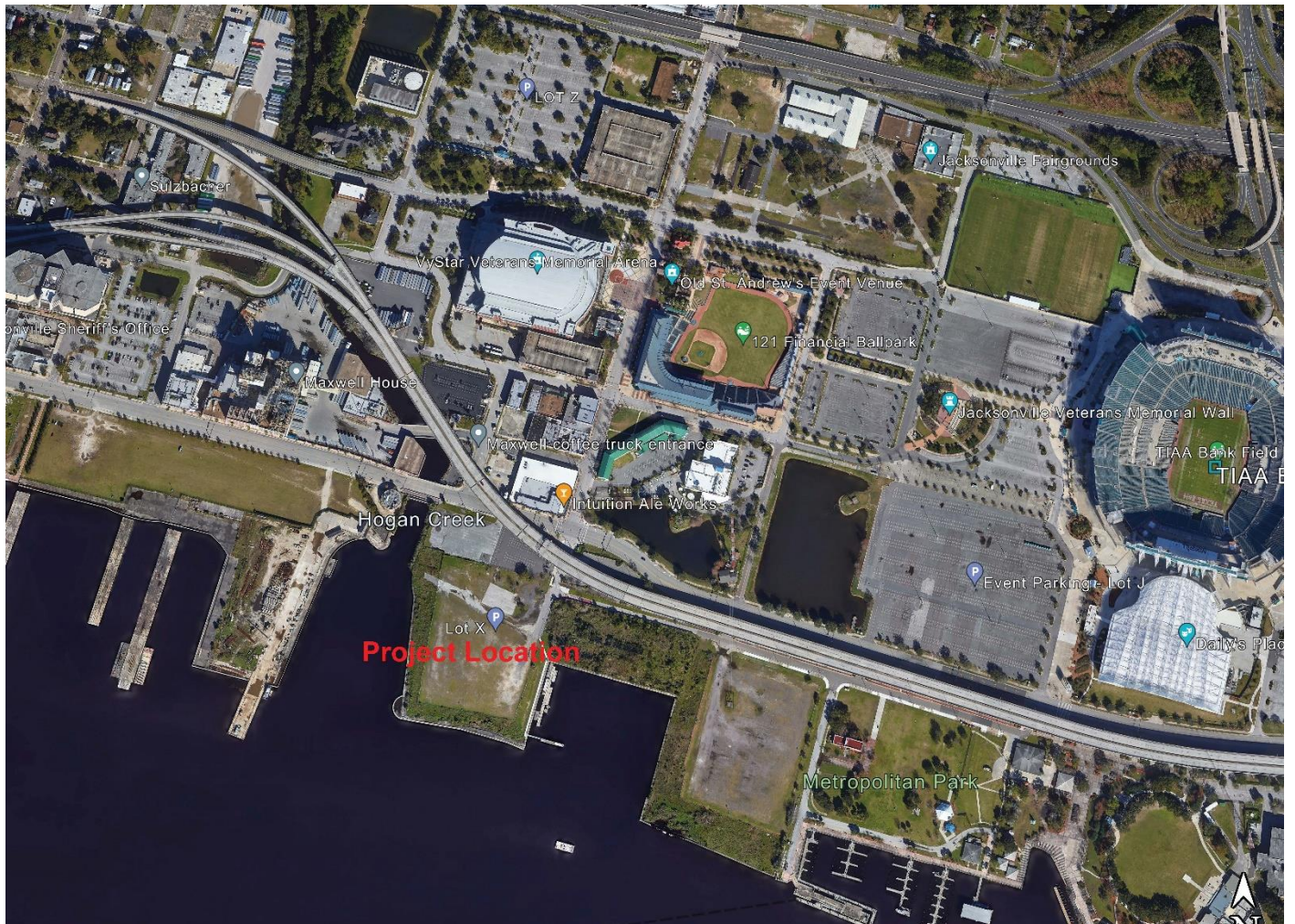
EXHIBIT B  
RIVERFRONT DESIGN GUIDELINES & ACTIVITY NODE PLAN

[https://dia.coj.net/About-Downtown/Docs/SWA\\_180825\\_JAX-Riverfront\\_Design\\_Guidelines\\_HIGH-R](https://dia.coj.net/About-Downtown/Docs/SWA_180825_JAX-Riverfront_Design_Guidelines_HIGH-R)

EXHIBIT C  
GEOTECH ANALYSIS

Geotech PDF included on MOSH's website.

EXHIBIT D  
PARCEL LOCATION MAP



The map illustrates the proposed site for the National Museum of the American Indian, divided into several colored zones and labeled parcels. The 'Partnership Parcel' is shown in pink, with two sub-parcels labeled 'A' (0.7 acres) and 'B' (0.8 acres), totaling 1.5 acres. The 'Museum Parcel' is a large blue area in the center, measuring 2.5 acres. The 'Park Parcel' is a green area at the bottom, measuring 3.15 acres. A 'SITE BOUNDARY PARCEL' is indicated at the bottom right. The map also shows 'HOGANS CREEK' with a 100' offset, 'DAY STREET' at the top, and various other site boundaries and features.

EXHIBIT F  
PERFORMANCE SCHEDULE

FOR REFERENCE, BELOW IS THE PERFORMANCE SCHEDULE OUTLINED IN THE REDEVELOPMENT AGREEMENT.

Monthly schedule commencing with execution of RDA- by the end of each month following the Effective Date (months in parentheses are estimates):

1. Month 1- (May) RFP for design services drafted, reviewed by Parks and Public Works, and comments incorporated, RFP issued.
2. Month 2 (June)- bid period open.
3. Month 3(July)- Bid period closed and responses scored.
4. Month 4 (August)- Design firm selected; contract drafted and signed.
5. Month 5 (September)- Design contract work commences; Site investigations (geotechnical, utilities, etc.) begins, an initial design meeting is held with City Parks, Public Works and DIA as well as client; base documents delivered to Design firm.
6. Month 6 (October)- Design firm completes review of all base document materials, surveys, environmental, etc. and completes preliminary concept drawings.
7. Month 7 (November) Preliminary concept design reviewed and comments by City Parks, public Works and DIA) provided.
8. Month 8 (December) Design
9. Month 9 (January) – Submit 30% plans for review by City Parks, Public Works and DIA) and receive comments.
10. Month 10 (February)- Design
11. Month 11(March) – Design
12. Month 12 (April)- Submit 60% plans and receive comments. (Geotechnical Reports, environmental assessments and preliminary UWS and installation agreements completed, submit applications for required permits from State and Federal agencies, as necessary.
13. Month 13 (May) – Design
14. Month 14 (June) – Design.
15. Month 15 (July) 90% design plans completed and estimate of probable cost prepared and submit to Dev Services for 10-set review. Comments received from City
16. Month 16 (August) construction drawing preparation and review of details with Parks and Public Works
17. September 30,2024 Design plans 100% complete, receive 10-set approval, Utility relocate/Service installation agreements completed

This schedule to be incorporated into the design contract, however failure to strictly adhere to interim monthly stages is not a default so long as 30% design is completed by end of January 2024, 60% design completed by April 2024 and 90% design and estimates of probable cost provided by end of July 2024. Final completion date established by the Agreement.

EXHIBIT G  
DUVAL COUNTY BROWNFIELD AREAS AND SITES

<https://floridadep.gov/waste/waste-cleanup/content/duval-county-brownfield-areas-and-sites>