

10178-02

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
BALLARD PARTNERS, INC.
FOR
STATE GOVERNMENT RELATIONS CONSULTANT SERVICES –
THE FLORIDA HOUSE OF REPRESENTATIVES LOBBYING SERVICES**

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is made and entered into this 10 day of Dec., 2018, by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (the "CITY"), and BALLARD PARTNERS, INC., a Florida profit corporation with its principal offices at 201 East Park Avenue, 5th Floor, Tallahassee, Florida 32301 (the "CONSULTANT").

WHEREAS, CITY issued a Request for Proposal No. P-15-18 (including all addendum, the "RFP") for certain services described in the RFP (the "Services"); and

WHEREAS, based on CONSULTANT's response to the RFP (the "Response"), CITY has negotiated and awarded this Contract to CONSULTANT;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

- 1. Performance of Services.** The Services will be performed by CONSULTANT as set forth on **Exhibit A**, attached hereto and incorporated herein by this reference, and as otherwise directed by CITY in accordance with the RFP and the Response.
- 2. Compensation.** CONSULTANT will be paid by CITY for the Services in accordance with the Fee Schedule, attached hereto as **Exhibit B** and incorporated herein by this reference.
- 3. Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, CITY's maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not to exceed ONE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$120,000.00).
- 4. Term.** The initial term of this Contract shall commence on January 27, 2019, and shall expire twelve (12) months thereafter on January 26, 2020, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to three (3), additional one (1) year periods by (i) CITY in its sole discretion upon written notice to CONSULTANT at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties.

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

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

6. Notices. All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to CITY:

City of Jacksonville
117 W. Duval Street, Suite 400
Jacksonville, Florida 32202
Attn: Jordan Elsbury

With Copy to:

Office of General Counsel
City of Jacksonville
Attn: Government Operations
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

As to CONSULTANT:

Ballard Partners, Inc.
201 East Park Avenue, 5th Floor
Tallahassee, Florida 32301
Attn: Brian D. Ballard

7. Contract Managers. Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. CITY'S Contract Manager is Jordan Elsbury, and CONSULTANT's Contract Manager is Brian D. Ballard. Each Party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

8. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by CONSULTANT. No statement, representation, writing, understanding, agreement, course of action, or course of conduct made by either party or any representative of either party which is not expressed herein shall be binding. CONSULTANT may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to CITY (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. CONSULTANT acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. Amendments. All changes to, additions to, modifications of, or amendments to this Contract or any of the terms, provisions, and conditions hereof shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

10. Counterparts. This Contract and all amendments thereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By James R. McCain, Jr.  Lenny Curry
 James R. McCain, Jr. Corporation Secretary Lenny Curry Mayor
 Sam E. Mousa
 Chief Administrative Officer
 For: Mayor Lenny Curry
 Under Authority of:
 Executive Order No. 2015-05

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

[Signature]
 Director of Finance
 CITY Contract Number: 10178-02

Form Approved:

James R. McCain, Jr.
 Office of General Counsel

ATTEST:

BALLARD PARTNERS, INC.,
a Florida corporation

By Shanna Kaye Crawley
 Signature
Shanna Kaye Crawley
 Type/Print Name
Senior Executive Assistant
 Title

By [Signature]
 Signature
Brian P. Ballard
 Type/Print Name
President
 Title

Exhibit A
Scope of Services

P-51-18 State Government Relations Consultants

Exhibit A

Scope of Services – Lobbyist Services to the Florida House of Representatives

Ballard Partners, Inc. will, in accordance with the highest level, ethical, and professional standards, provide at the direction of designated City officials, state lobbying services for state government relations for overall lobbyist services to the Florida House of Representatives. Lobbying services include, but not limited to the following services:

- **Influence or attempt to influence legislative actions through communicating the desire of the City of Jacksonville.**
- **Arrange and meet with key decision-makers in the legislative process to convey the positions of the City of Jacksonville.**
- **All key policy decisions must be communicated and authorized by the Director of Inter-Governmental Affairs, Office of the Mayor.**
- **Provide representation on issues that arise with other entities.**
- **Establish and maintain working relationships with Executive and Legislative Leadership, Members of the House and Senate and other lobbyists to achieve passage or defeat of legislation as directed by the City of Jacksonville.**
- **Continuously identify, track, and respond to all existing and proposed policies, programs, and legislation that might impact the City of Jacksonville and/or related agencies.**
- **Provide assistance in establishing strategy, obtain sponsors and co-sponsors**
- **Monitor current state legislation budget process and report to the City both orally and in writing, any legislation events that may directly or indirectly impact the City.**
- **Secure state monies from various agencies to assist the City in achieving its annual list of goals, priorities and specific projects.**
- **Monitor, analyze, and track authorizations and appropriation bill and recommend the appropriate strategy.**
- **Identify projects with potential funding based on the needs and priorities of the City of Jacksonville.**
- **Represent the City of Jacksonville before appropriations committees as required**
- **Focus on state influenced legislation that may have a direct or indirect impact on the City's infrastructure that affects the ability of the city to carry out the essential functions to the citizens of Jacksonville**
- **Identify, influence and secure opportunities to enhance and improve the city's infrastructure**
- **Monitor various state agency actions for potential impact on the City of Jacksonville and in the event action is needed, advise the City.**
- **Assist in the development of the City's annual list of goals, priorities and specific projects and identify those which can be addressed at the state level.**
- **Provide assistance in establishing strategy; obtain sponsors, and co-sponsors in each house for matters designated by the City of Jacksonville.**

- **Establish and maintain successful working relationships with the Executive and Legislative leadership, Legislators, and staff to achieve passage or defeat of legislation as directed by the City.**
- **The services for each category would include, but not be limited to, development of state legislative agenda/strategy and advocacy before all appropriate state government branches, agencies and commissions. The consultant will work to protect and promote the interest of the City of Jacksonville before state government branches, agencies and commissions.**
- **The consultant will demonstrate the knowledge of the executive and legislative branches of the state government and demonstrate the ability to work with the state government in order to achieve the City's state legislative agenda. In addition, the consultant will be expected to be familiar with the wide range of projects and activities of the City and to advise the City of pending legislation or regulations that might materially impact those projects and activities.**
- **The consultant will build coalitions with Tallahassee- based issues groups and organizations across the state in furtherance of the City's goals.**
- **The consultant will be familiar with and able to obtain state funding assistance for high priority projects identified in the City's state agenda.**
- **The consultant may assist the City of Jacksonville in the development of the annual state legislative agenda.**
- **The consultant may represent the City before the State with regard to the promotion of the City of Jacksonville's state legislative agenda.**
- **The consultant may represent the City before the state with regard to policies, legislative proposals and regulations that will impact Jacksonville and have been identified as priority issues by the City.**
- **The consultant may assist in securing permits and approvals that might be required from time to time from the state government or any of its agencies.**
- **The consultant may attend any meetings requested to share progress on the City's legislative agenda.**

Exhibit B
Fee Schedule

P-51-18 – State Government Relations Consultant

Exhibit B

Fee Schedule

Ballard Partners – Lobbyist Services to the Florida House of Representatives

Contract Annual Amount, Not-to-Exceed **\$ 120,000.00**

Authorized Task #1

January 27, 2019 – January 26, 2020: Consultant is authorized a total of \$120,000.00, consisting of \$10,000.00 per month to provide lobbyist services as outlined in Exhibit A, Scope of Services.

The fee is inclusive of all costs including travel, lobbyist registration fees, and legislative tracking.

Request for Proposals

STATE GOVERNMENT RELATIONS CONSULTANT

September, 2018



ONE CITY. ONE JACKSONVILLE.

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

REQUEST FOR PROPOSAL

State Government Relations Consultant

RFP: P-51-18

For

City of Jacksonville, Florida

SECTION 1

(Specific Information Regarding this RFP)

1.1 Introduction

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

Section 1	Specific Information Regarding This RFP
Section 2	General Instructions
Section 3	General Terms and Conditions of Agreement
Section 4	Description of Services (if referenced in Section 1.2 below)

Attachment A	Response/proposal Format
Attachment B	Evaluation Matrix
Attachment C	Equal Business Opportunity Program Requirements
Attachment D	Sample Contract
Attachment E	Federal Funding Provisions (Not applicable for this Contract)
Attachment F	Indemnity
Attachment G	Insurance

Form 1 -	Price Sheet
Form 2 -	Conflict of Interest Certificate
Form 3 -	Insurance Agent Acknowledgement

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

1.2 Scope of Services.

The services sought under this RFP are separated into two categories, lobbyist services for The Florida House of Representative and The Florida Senate. The selected lobbyist(s) will be expected to also lobby the Executive Branch.

The City of Jacksonville ("City") is seeking proposals to identify qualified firms or consultants for state government relations. These services would include, but not be limited to, development of state legislative agenda/strategy and advocacy before all appropriate state government branches, agencies and commissions for the specific categories listed above. The firm selected by the City for each category will work to protect, promote and shall avoid conflicts with the interest of the City of Jacksonville before state government branches, agencies and commissions.

The award to each category will be decided by the City based on Respondents submitted qualifications and overall evaluation score.

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

1.3 Term of Agreement.

The initial term of agreement will commence upon execution of the Contract and will continue for a one (1) year period. Buyer will have the sole option to renew such agreement for up to three (3) additional one (1) year periods upon satisfactory performance by Consultant/Firm. The Contract is subject to early termination as set forth elsewhere in this RFP.

1.4 Minimum Requirements for Contractors/Consultant.

Consultant/Firm must satisfy the following mandatory minimum requirements in order to have their Response/proposals evaluated. By submitting a Consultant warrants and represents that it satisfies these requirements. Failure to meet these requirements will result in the Response/proposal not being evaluated and being rejected as non-responsive:

- 1) The Consultant/Firm must possess the licenses and/or registrations necessary, as applicable, to perform the services described in the RFP.
- 2) The Consultant/Firm must be registered to conduct business within the State of Florida.
- 3) The Consultant/Firm must provide three references documenting contracted services for work similar to what is described in this RFP.
- 4) The Consultant/Firm must provide a current client list and shall disclose potential conflicts of interests with representing other client legislation or initiatives that are contrary to the City of Jacksonville's best interests.

1.5 Equal Business Opportunity Program

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

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

Consultants may contact Buyer's Equal Business Opportunity Office at 904-255-8620 or find the JSEB directory at the City's website at www.jseb.coj.net

1.6 Documents Available for Inspection (if applicable)

N/A

1.7 Federal Funds.

Federal funds will not be used as part of this solicitation.

1.8 Pre-Proposal Meeting.

There is not a proposal meeting scheduled for this RFP.

1.9 Response/proposal Due Date.

The deadline for submitting response/proposal to this RFP is Wednesday, October 3, 2018 at 2:00 p.m. ET. Please see Sections 2.3 and 2.4 for more details.

- 1.10 Response/proposal Delivery Location.**
Response/proposal must be delivered to the following location:

City of Jacksonville
Procurement Division
Attn: Professional Services Specialist
214 N. Hogan Street, Room 105
Jacksonville, Florida 32202

- 1.11 RESPONSE/PROPOSAL Opening.**
All Responses/proposals received shall be publicly announced and recorded at 2:00 PM on the Response/proposal Due Date at the Response/proposal Delivery Location (see Sections 1.9 and 1.10 above).

- 1.12 Contact Person.**
Buyer's Contact Person for this RFP is:

Alex Baker
Professional Services Specialist
abaker@coj.net

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

- 1.13 Questions and Requests for Amendments.** Any questions, requests for information or requests for amendments to this RFP must be submitted no later than **11:00 A.M. ET, Friday, September 14, 2018, to Alex Baker at abaker@coj.net** in accordance with Section 2.2 of this RFP.
- 1.14 Special Instructions:** NONE
- 1.15 Special Contract Terms:** NONE

(End of Section 1 - Remainder of page intentionally left blank)

Section 2
General Instructions
(RFP for Non-Design Professional Services)

Contents

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

2.1 Application of Chapter 126 and Other Laws. The selection of and contracting with a Contractor under the RFP will be in accordance with Part 3 of Chapter 126, of the Jacksonville Ordinance Code. Other provisions of federal, state, county and local laws, and administrative procedures, policies or rules may apply to the RFP and any claims or disputes arising hereunder. Lack of knowledge of the law or administrative procedures, policies, or rules by any Contractor shall not constitute a cognizable defense against their effect.

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

All requests for amendment must be submitted to the Contact Person in writing (via e-mail,) and, unless otherwise specified in *Section 1.13* of the RFP, be received by the Contact Person at least **ten (10) calendar days** before the Response/proposal Due Date. Questions and requests for amendments directed to the Contact Person or to any other Buyer personnel shall not constitute a formal protest of the RFP. Failure to request an interpretation or change will be considered evidence that Contractor understands and agrees to the provisions of the RFP.

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

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

information.

2.3 Format/Content of Response/proposals.

- A. If a Response/proposal Format is specified in the RFP, Consultants should follow that format.
- B. Response/proposals should be prepared simply and economically, providing a straightforward, concise description of Consultant's ability to provide services sought by the RFP. Unnecessary brochures, artwork, expensive paper, and presentation aids are discouraged. Bindings and covers will be at Consultant's discretion.
- C. When responding to specific questions, please reprint each question in its entirety before the response/proposal.
- D. Response/proposals shall be in ink or typewritten. All corrections must be initialed.
- E. Response/proposal shall be limited to a page size of 8½" x 11". Font size less than 11-points is discouraged. The Response/proposal shall be indexed and all pages sequentially numbered.
- F. Except as may be specifically requested in the Response/proposal Format, Contractor may not impose any additional terms or conditions to any aspect of the RFP. Buyer objects to and shall not be required to consider any additional terms or conditions submitted by Contractor, including any appearing in the Response/proposal. In submitting a Response/proposal, Contractor agrees that any additional terms or conditions shall have no force or effect. Any failure to comply with the terms and conditions of the RFP, including those specifying information that must be submitted with a Response/proposal, may result in rejection of the Response/proposal. If Contractor desires a change or clarification to the terms or conditions of the RFP, Contractor must follow the process set forth in Section 2.2 ("Questions and Requests for Amendments").
- G. Unless otherwise requested by Buyer, Contractors/Consultant should make only one proposal for each RFP item. Multiple offerings, alternates (unless any are specifically requested by Buyer) and/or stipulations may be cause for rejection of a Response/proposal.
- H. Price offerings shall be inclusive of ALL costs (including but not limited to administrative cost for submission of all required paperwork on Buyer's behalf and any other costs) and will be the only compensation given to Contractor for the required services herein.
- I. All prices submitted under the RFP shall be indelible. The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by lineout of the incorrect figures, writing in of correct figures, and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected item(s) only, and may render the entire Response/proposal as nonresponsive.
- J. Failure to sign any form requiring a signature may be grounds for rejecting a Response/proposal.

2.4 Submission of Response/proposals.

- A. The location and deadline for submitting Response/proposals is set forth in Section 1 of the RFP. Contractors/Consultant are fully responsible for meeting these

requirements. Reliance upon mail or public carrier is at Contractor/Consultant risk. Late bids will not be considered.

B. Contractor shall submit:

- 1) One (1) original signed version of its Response/proposal clearly marked as "ORIGINAL." The Response/proposal must be signed by an officer or employee having authority to legally bind Consultant.
- 2) Three (3) hard copies of the entire Response/proposal.
- 3) Six (6) scanned copies (in .pdf format) of entire Response/proposal, each on a separate USB Drive/CD-ROM. Large files may be scanned as several separate PDF files.
- 4) One (1) REDACTED scanned copy of the Response/proposal (if necessary pursuant to Section 2.12). This copy should be marked "Confidential - Trade Secret" or something comparable to alert the reader of Consultant's claim of a public records exemption.

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

It is the sole responsibility of each Contractor to assure all copies are EXACT duplicates of the original Response/proposal. Photocopies, Flash Drives, or CD copies will be used for the purpose of evaluating the Response/proposals. Any information contained in the original Response/proposal which has not been transferred to the Flash drives, 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 Response/proposals.

- A. Buyer will determine the qualifications, interest and availability of Contractors/Consultant by reviewing all Response/proposals and, when deemed necessary in the sole discretion of Buyer, by conducting formal interviews of selected Contractors/Consultant that are determined to be the best qualified based upon evaluation of the Response/proposals.
- B. The determination of which Contractors/Consultant are "best qualified" will be based upon the criteria set forth in the RFP.
- C. Before making an award, Buyer reserves the right to seek clarifications, revisions, and information it deems necessary for the proper evaluation of Response/proposals. Failure to provide any requested clarifications, revisions or information may result in rejection of the Response/proposal.
- D. Buyer reserves the right to accept or reject any and all Response/proposals, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if Buyer determines that doing so will serve Buyer's best interests. Buyer may reject any Response/proposal not submitted in the manner specified by the RFP.

2.6 Negotiation and Award of Contract.

- A. The process for contract negotiation and award is set forth in Jacksonville Ordinance Code Sections 126.303 and 126.304. Generally, Buyer will negotiate first with the highest ranked Contractor. If an agreement cannot be reached with the highest ranked

Contractor, Buyer reserves the right to negotiate and recommend award to the next highest ranked Contractor or subsequent Contractor(s) until an agreement is reached.

- B. Buyer may make an award within sixty (60) days after the date of the Response/proposals are due, during which period the Response/proposals shall remain firm and shall not be withdrawn. Any Response/proposal that expresses a shorter duration may, in Buyer's sole discretion, be accepted or rejected. If award is not made within sixty (60) days, the Response/proposal shall remain firm until either the Contract is awarded or Buyer receives from Contractor written notice that the Response/proposal is withdrawn. [Note: Withdrawal of a Response/proposal may be requested within 72 hours (excluding State holidays, Saturdays and Sundays) after the date and time Response/proposals are due. Buyer will not accept an amended Response/proposal after the date and time Response/proposals are due.]
- C. Except as may otherwise be expressly set forth in the RFP, Buyer intends to award one contract, but reserves the right to enter into a contract with multiple Contractors/Consultant or to reject all Response/proposals.
- D. Based on the evaluation and negotiation results, Buyer shall electronically post a notice of intended award at Buyer's website. Please contact the Contact Person if you are uncertain of Buyer's website address or if you experience problems accessing it. Any person who is adversely affected by the decision shall file with Buyer a notice of protest in accordance with the Protest provisions of the RFP. Buyer does not intend to provide tabulations or notices of award by telephone.

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

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

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

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

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

- communications regarding the RFP to the Chief of the Procurement Division or the Contact Person, provided the communication is limited strictly to matters of process or procedure already contained in the RFP.
- communications with the city employee responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures.
- communications with the Office of Inspector General and his/her staff regarding any perceived inefficiency, misconduct or abuse by city employees.
- communications at any pre-bid conferences.
- presentations before publicly noticed committee meetings.
- contract negotiations during any duly noticed public meeting.
- any duly noticed site visits to determine competency of bidders during the period between bid opening and issuance of the Chief of Procurement Division's written recommendation.
- communications that are necessary for, and solely related to, the ordinary course of business concerning Buyer's existing contract(s) for the materials or services addressed in the RFP.

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

- 2.10 Cost of Developing RFP Response/Proposal.** All costs related to the preparation of Response/proposals and any related activities are the sole responsibility of Contractor. Buyer assumes no liability for any costs incurred by Contractors/Consultant throughout the entire selection process.
- 2.11 Response/proposal Ownership.** All Response/proposals, including attachments, supplementary materials, addenda, etc., shall become property of Buyer and shall not be returned to Contractor. Buyer will have the right to use any and all ideas or adaptation of ideas presented in any Response/proposal. Acceptance or rejection of a Response/proposal shall not affect this right.
- 2.12 Public Records Law; Process for Protecting Trade Secrets and Other Information.** Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public records. As such, all response/proposals to the RFP are public records unless exempt by law. If Contractor considers any portion of its Response/proposal to be exempt from disclosure under Florida law, Contractor must provide Buyer with a separate redacted copy of the Response/proposal and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation. Contractor shall be responsible for defending its determination that the redacted portions of its Response/proposal are confidential, trade secret or otherwise not subject to disclosure. Further, Contractor shall protect, defend, and indemnify Buyer for any and all claims arising from or relating to Contractor/Consultant determination that the redacted portions of its Response/proposal are confidential, trade secret or otherwise not subject to disclosure. If Contractor fails to submit a Redacted Copy with its Response/proposal in accordance with Section 2.4 above, Buyer is authorized to produce the entire Response/proposal in answer to a public records request.

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

- (a) Keep and maintain public records required by City to perform the services; and
- (b) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and
- (d) Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

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

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

- 2.13 Multiple Response/proposals from Same Contractor; No Collusion.** More than one Response/proposal from an individual, firm, partnership, corporation or association under the same or different names is not permitted. Reasonable grounds for believing that a Contractor is involved in more than one Response/proposal for the same work will be cause for rejection of all Response/proposals in which such Contractor is believed to be involved. Any or all Response/proposals will be rejected if there is reason to believe that collusion exists between Contractors/Consultant. Response/proposals in which the prices obviously are unbalanced will be grounds for rejection.
- 2.14 Conflict of Interest.** Section 126.110 of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or Contractor. The parties will follow the provisions of Section 126.110, Jacksonville Ordinance Code, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with Buyer, to the extent the parties are aware of

the same. All Contractors/Consultant must submit the Conflict of Interest Certificate attached to the RFP.

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

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

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

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

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

- Contractor currently has no delinquent obligations to the City of Jacksonville or any of its independent agencies.
- The Response/proposal 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/proposal, neither the Contractor, its affiliates, subsidiaries, owners, partners, principals or officers:
 - is currently under investigation by any governmental authority for conspiracy or collusion with respect to bidding on any public contract;
 - is currently under suspension or debarment by any governmental authority in the United States;
 - has within the preceding three years been convicted of or had a civil judgment rendered against it, or is presently indicted for or otherwise criminally or civilly charged, in connection with (i) obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; (ii) violation of federal or state antitrust statutes; or (iii) commission of embezzlement, theft,

forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

- has within the preceding three-year period had one or more federal, state, or local government contracts terminated for cause or default.
- If this Agreement is for goods or services of \$1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:
 - (a). Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;
 - (b). Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
 - (c). Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or
 - (d). Has been engaged in business operations in Cuba or Syria. Contractor has read and understands the RFP terms and conditions, and the Response/proposal is submitted in conformance with those terms and conditions.
- All representations made by Contractor to Buyer in connection with the RFP have been made after a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Response/proposal.
- Contractor shall indemnify, defend, and hold harmless Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Response/proposal.
- All information provided by, and representations made by, Contractor are material and important and may be relied upon by Buyer in awarding the Contract.

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

The Procurement Protest Procedures include the following provisions:

- a Protest shall have 10 business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an amendment, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing: (i) the basis for making the award in question; (ii) evaluation criteria; (iii) equipment, product, or material specifications; (iv) proposed project schedules; (v) statements regarding participation goals or other equal opportunity measures; or (vi) other general solicitation or project requirements.
- a Protest shall have 48 hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a . . . recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a bid or proposal; (ii) a contract award; or (iii) the short-listing of bidders or proposers.

- A written Notice of Protest shall: (i) be addressed to the Chief [of Jacksonville's Procurement Division]; (ii) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Chief to identify the same; (iii) state the timeliness of the protest; (iv) state Protestant's legal standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.
- At the time of filing a timely Notice of Protest, a Protestant may request an extension of three (3) business days after the date its Notice of Protest is timely received, in which to provide supplemental protest documentation. Failure to do so or to timely submit the supplemental protest documentation shall constitute a waiver of any right to same.
- The timely filing of a Notice of Protest shall be accomplished when said notice is actually received by the Procurement Division within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Chief of Procurement Division at 214 North Hogan Street, Suite 899, Jacksonville, Florida 32202, or by electronic transfer via facsimile to (904) 255-8837. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant, regardless as to the method of delivery employed.

(End of Section 2- Remainder of page intentionally left blank)

**Section 3
General Terms and Conditions of Agreement**

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- 3.2 Relationship of the Parties**
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3.1. Provision of Services. Contractor shall provide Buyer with all of the services and deliverables described in the RFP, the Response/proposal and the resulting Contract (collectively, the "Services").

If any services, functions or responsibilities are not specifically described in the RFP, the Response/proposal 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/Consultant 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/Consultant; (ii) to any modifications made by anyone other than Contractor or its subcontractors/Consultant or without Contractor/Consultant 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/CONSULTANT WARRANTIES EXTEND SOLELY TO BUYER.**

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

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

3.7. Use of SubContractors/Consultant; Flow-Down Provisions. Except to the extent the use of subcontractors/Consultant is disclosed in the Response/proposal 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/Consultant. Contractor will ensure that all relevant contractual obligations will flow down to the

subcontractors/Consultant 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/Consultant performance. Contractor shall provide other periodic reports respecting the Services as Buyer reasonably requests.

3.9. Ownership of Works.

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

(b) With the exception of Contractor/Consultant 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/Consultant 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/Consultant 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/Consultant order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to Buyer.

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

3.16. Invoicing and Payment.

(a) Unless otherwise specified in the RFP, payment to Contractor for Services shall be made on a monthly basis for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. Buyer may require any other information from Contractor that Buyer deems

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

(b) To the extent Contractor/Consultant 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, and 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) Consultant 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) Consultant must permit Buyer to interview any of Consultant's employees, subcontractors/Consultant 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 Consultant's, 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. Attachment 'F'

3.21. Insurance. Attachment 'G;'

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

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

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

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

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

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

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

3.26. Transition Services. At any time prior to the date the Contract expires or terminates for any reason (the "Termination Date"), Buyer may 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/Consultant 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/CONSULTANT 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/Consultant, and Agents. All Contractor employees, subcontractors/Consultant 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/Consultant 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/Consultant employees, subcontractors/Consultant and agents are not considered employees of Buyer. Such actions include, but are not limited to, ensuring that Contractor/Consultant employees, subcontractors/Consultant 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/Consultant 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/Consultant 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/Consultant, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Contract.

3.32. Protection of Contractor/Consultant 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/Consultant 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/Consultant 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/Consultant 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/Consultant 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/Consultant and Suppliers. The following is required by Chapter 126, Part 6, Jacksonville Ordinance Code; provided however, if Contractor does not use JSEB or MBE subcontractors/Consultant, 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/Consultant and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors/Consultant and suppliers within fifteen (15) calendar days after Contractor/Consultant 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/Consultant 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/Consultant receipt of payment from Buyer. Contractor shall pay all undisputed amounts due within the time limits imposed by this Section.

(b) *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code, Contractor shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB") and Minority Business Enterprises ("MBE"), 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/Consultant 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 or MBE 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 or MBE's from all prior payments Contractor has received from Buyer. Contractor shall not unreasonably withhold payments to certified JSEB's and MBE's if such payments have been made to Contractor. If Contractor withholds payment to its certified JSEB's or MBE'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 or MBE'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 or MBE's within five (5) calendar days after Contractor/Consultant 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 or MBE'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 MBE or any third party or create any Buyer liability for Contractor/Consultant failure to make timely payments hereunder. However, Contractor/Consultant failure to comply with the Prompt Payment requirements shall constitute a material breach of Contractor/Consultant 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 or MBE's and in Chapter 218, Florida Statutes, for non-JSEB's or MBE'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/Consultant) must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to:

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

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

3.44. Warranty of Ability to Perform. Contractor warrants that (i) it is ready, willing and able to perform its obligations under the Contract, and (ii) to the best of Contractor/Consultant 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/Consultant ability to satisfy its Contract obligations. Contractor shall immediately notify Buyer in writing if its ability to perform is compromised in any manner during the term of the Contract.

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

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

jurisdiction located in Jacksonville, Duval County, Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under the Contract.

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

(End of Section 3 - Remainder of page intentionally left blank)

Section 4
Description of Services and Deliverables

4.1 Background

The City of Jacksonville, Florida, operates as a strong mayor/consolidated city/county government. The boundaries of the City are coterminous with the boundaries of Duval County. The Mayors' Office is responsible for the administration of city departments and all intergovernmental relationships.

The City Council is composed of nineteen members, fourteen of whom are elected by district and five at-large.

Each year, the Mayor's Office establishes goals and objectives to be accomplished in coordination and liaison with the Florida Legislature, the Governor, Cabinet and Executive Branch Agencies.

4.2 Scope of Services

As previously stated, the City desires consultants for state government relations for overall lobbyist services to the Florida House of Representatives and the Florida Senate as generally described in section 1.2. The selected lobbyist(s) will be expected to also lobby the Executive Branch. The specific requirements for the two categories are as follows:

- Influence or attempt to influence legislative actions through communicating the desire of the City of Jacksonville.
- Arrange and meet with key decision-makers in the legislative process to convey the positions of the City of Jacksonville.
- All key policy decisions must be communicated and authorized by the Director of Intergovernmental Affairs, Office of the Mayor.
- Provide representation on issues that arise with other entities.
- Establish and maintain working relationships with Executive and Legislative Leadership, Members of the House and Senate and other lobbyists to achieve passage or defeat of legislation as directed by the City of Jacksonville.
- Continuously identify, track, and respond to all existing and proposed policies, programs, and legislation that might impact the City of Jacksonville and/or related agencies.
- Provide assistance in establishing strategy, obtain sponsors and co-sponsors
- Monitor current state legislation budget process and report to the City both orally and in writing, any legislation events that may directly or indirectly impact the City.
- Secure state monies from various agencies to assist the City in achieving its annual list of goals, priorities and specific projects.
- Monitor, analyze, and track authorizations and appropriation bill and recommend the appropriate strategy.
- Identify projects with potential funding based on the needs and priorities of the City of Jacksonville.
- Represent the City of Jacksonville before appropriations committees as required
- Focus on state influenced legislation that may have an direct or indirect impact on the City's infrastructure that affects the ability of the city to carry out the essential functions to the citizens of Jacksonville
- Identify, influence and secure opportunities to enhance and improve the city's infrastructure
- Monitor various state agency actions for potential impact on the City of Jacksonville and in the event action is needed, advise the City.

- Assist in the development of the City's annual list of goals, priorities and specific projects and identify those which can be addressed at the state level.
- Provide assistance in establishing strategy; obtain sponsors, and co-sponsors in each house for matters designated by the City of Jacksonville.
- Establish and maintain successful working relationships with the Executive and Legislative leadership, Legislators, and staff to achieve passage or defeat of legislation as directed by the City.

The services for each category would include, but not be limited to, development of state legislative agenda/strategy and advocacy before all appropriate state government branches, agencies and commissions. Inasmuch as the City reserves the right to make mutual awards in this matter. The consultant selected by the City will work to protect and promote the interest of the City of Jacksonville before state government branches, agencies and commissions.

The consultant will be expected to demonstrate the knowledge of the executive and legislative branches of the state government and demonstrate the ability to work with the state government in order to achieve the City's state legislative agenda. In addition, the consultant will be expected to be familiar with the wide range of projects and activities of the City and to advise the City of pending legislation or regulations that might materially impact those projects and activities.

The consultant should have a proven ability to build coalitions with Tallahassee- based issues groups and organizations across the state in furtherance of the City's goals.

The consultant will be expected to be familiar with and able to obtain state funding assistance for high priority projects identified in the City's state agenda.

To the extent the consultant anticipates the utilization of sub-consultants to perform any of the scopes of work contemplated hereunder, including, but not limited to those listed above; the consultant is expected to identify in detail each such sub-consultant, as well as the scope(s) of work anticipated to be performed by the same.

The consultant may assist the City of Jacksonville in the development of the annual state legislative agenda.

The consultant may represent the City before the State with regard to the promotion of the City of Jacksonville's state legislative agenda.

The consultant may represent the City before the state with regard to policies, legislative proposals and regulations that will impact Jacksonville and have been identified as priority issues by the City.

The consultant may assist in securing permits and approvals that might be required from time to time from the state government or any of its agencies.

The consultant may attend any meetings requested to share progress on the City's legislative agenda.

In performance of these duties described herein, the Consultant will produce monthly status reports due on the first of each month the contract is in effect. The Consultant will also complete at least once a month calls to the Buyer or face to face meetings at dates and times that are mutually agreeable to discuss strategy and status of activities.

(End of Section 4 - Remainder of page intentionally left blank)



City of Jacksonville, Florida

Lenny Curry, Mayor

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

ONE CITY. ONE JACKSONVILLE.

November 8, 2018

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

190142

Dear Mayor Curry:

Ref: P-51-18 State Government Relations Consultant Services-The Florida House of Representatives Lobbying Services
Office of the Mayor

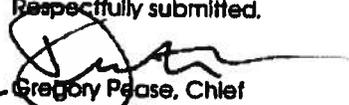
The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of concluding fee and contract negotiations with the number one ranked company/firm for the above captioned project

The following motion/recommendation was adopted:

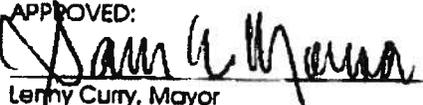
That the City of Jacksonville enter into a contract with Ballard Partners, Inc., for State Government Relations Consultant Services - The Florida House of Representatives Lobbying Services that incorporates the attached scope of services identified as Exhibit 'A' and contract fee schedule identified as Exhibit 'B'; (i) provide an initial period of service from execution of the contract to one year with three one-year renewal options available at terms mutually agreeable; and (ii) provide a not-to-exceed maximum indebtedness of \$120,000.00. All other terms and conditions are per the RFP and the City's standard contract language.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,


Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:


Lenny Curry, Mayor

This 8th day of Nov. 2018

GP ab
CC Council Auditor
James McCon, OGC
Melba Gray GAD
Subcommittee Members

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05