

Request for Proposals (RFP)

**THEATRE PERFORMANCE VIDEO SYSTEM DESIGN, PURCHASING,
REPLACEMENT, INSTALLATION AND INTEGRATION**

Date: July 31, 2023

Solicitation number: FT-10466-SOL-07

**RFP Submission Deadline: September 5, 2023 by 2:00pm
EST**



**Non-Mandatory Pre-Bid Conference Date:
August 15, 2023 at 2:00pm EST**

Pre-Bid Conference Location:
Florida Theatre Performing Arts Center
128 East Forsyth Street
Jacksonville, FL 32202

**Response Due Date:
September 5, 2023 at 2:00pm EST**

Proposal Contact:

John Clark, Owner Representative
The Florida Theatre Performing Arts Center, Inc.
128 East Forsyth Street
Jacksonville, FL 32202
Email: admin@clarkadv.com
REQUEST FOR PROPOSAL

**THEATRE PERFORMANCE VIDEO SYSTEM DESIGN, PURCHASING,
REPLACEMENT, INSTALLATION AND INTEGRATION**

FLORIDA THEATRE RFP: *PERFORMANCE VIDEO*
SYSTEM DESIGN, PURCHASING, REPLACEMENT, INSTALLATION AND INTEGRATION

Solicitation Number: FT-10466-SOL-07
For
The Florida Theatre Performing Arts Center, Inc.

SECTION 1

Information Regarding this RFP

1.1 Introduction

The Florida Theatre Performing Arts Center, Inc. a Florida not for profit corporation (“**Buyer**”) intends to hire an individual or firm (“**Company**”) to provide the professional services described in Section 1.2 and Section 1.3 of this Request for Proposal (“**RFP**”). Persons interested in submitting a response to this RFP (a “**Response**”) 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 as shown on the Table of Contents:

Section 1	Information Regarding This RFP
Section 2	General Instructions
Section 3	General Terms and Conditions of Agreement
Section 4	Description of Services and Deliverables
Attachment A	Response Format
Attachment B	Evaluation Matrix
Attachment C	<i>Not Applicable</i>
Attachment D	Proposed Services Contract
Attachment E	Liability for Errors and Omissions
Attachment F	Conflict of Interest Certificate
Attachment G	Questions and Answers
Attachment H	Basis of Project Scope

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 and the Attachments.

1.2 Project Information

The Florida Theater Performing Arts Center is requesting proposals from qualified theatre video systems companies to provide design, purchasing, labor, materials, equipment, installation and integration services necessary to enhance the video systems at The Florida Theater Performing Arts Center, as more fully described herein (collectively, the “**Project**”). The Florida Theater Performing Arts Center is located at 128 East Forsyth Street and is owned and operated by the City of Jacksonville.

The Florida Theatre is a historic movie theater located in Jacksonville, Florida. Opened in April 1927, it was added to the U.S. National Register of Historic Places on November 4, 1982. The Project’s main auditorium is a 1,900-seat proscenium house featuring an existing video system which needs to be replaced.

The video system design, purchasing, replacement, installation and integration shall include performance related lights, audio and all related equipment replacement to maximize and reinforce the performance video experience / quality of all the Theatre’s productions and presentations.

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1.2 (a) Non-Mandatory Pre-Bid Conference and Project Walk-Thru

All companies wishing to submit proposals are encouraged to attend a pre-bid meeting and project walk-thru on **August 15, 2023 at 2:00pm EST** at The Florida Theater Performing Arts Center located in 128 East Forsyth Street, Jacksonville, FL 32202.

The purpose of the Project walk-thru is to allow each proposer to perform whatever evaluation of the existing Project site conditions and condition of the existing video system the proposer requires, to submit a proposal to perform all mandatory work and “as-needed” work, described above. Submittal of a proposal shall serve as the proposer’s acknowledgement of having been given an opportunity to conduct an inspection of all theatre performance video equipment sufficient to submit a binding proposal in response to this RFP.

1.2.(b) Project Goals

Buyer is seeking an experienced, qualified theatrical video design and installation company that will bring a comprehensive and collaborative approach to the enhancement and installation of The Florida Theater Performing Arts video system, while meeting functional, aesthetic, efficiency and budget goals.

Theatrical video design companies will be required to provide expertise in the following areas, included, but not limited:

- Recent design and installation of theatrical video systems
- On-time performance working with specific timeframes.
- Estimating and budgeting costs for theatrical video systems.

1.3 Scope of Services

1.3 (a) Overall scope of work

The work required to be performed consists of a **design, purchase, replacement, installation and integration** of a new video system on the main auditorium area at The Florida Theater, together with all other incidental and pertinent work necessary for the proper completion of the Project (collectively, the “**Work**” herein).

1.3 (b) Preliminary Services

The selected theatrical video company (“**Company**” herein) shall provide an accurate record and assessment of the existing auditorium equipment, replacement of this equipment, and installation and integration of new equipment.

- **Equipment Selection:** The Company shall identify potential new or replacement equipment (based on specifications in this Section 3 and Section 4 below) and present to The Florida Theater for review and selection. All equipment presented must be able to be acquired, installed, and accepted by the Buyer on or before the Project Completion Date.
- **Project Schedule:** The Company shall establish and provide to the Buyer for approval, a schedule of performance for all the Work.

1.3 (c) Performance of System Enhancement and Installation

The Company will execute and complete all the Work, including installation of new equipment of all existing auditorium video equipment sufficient and complete for acceptance by the Buyer, on or before the Project Completion Date to be later provided by the Buyer without exception. In performing the Work as described above, the Company shall comply with the following:

1. Video system installation must be coordinated with the Buyer production staff and other onsite trades, if necessary.
2. All wires, cables, anchors, and connections must be checked, tightened, and/or replaced where necessary.

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3. Any faulty or dangerous electrical connections or outlets discovered during the course of the Work must be brought to the attention of the Theater prior to replacement.
4. The Company must supply a detailed plan and/or schematic for approval by the Buyer prior to commencing video system procurement.
5. The Company shall vacuum all debris from the work areas on an hourly basis.

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

1.4 Term of Agreement

The initial term of agreement will commence upon execution of the Contract and will continue through completion of the scope. The Contract is subject to early termination as set forth elsewhere in this RFP. The term of agreement will commence upon execution of the Contract and will continue until completion of the work specified in this RFP, subject to the early termination provisions in the Contract.

1.5 Minimum Requirements for Companies

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

1. The Company shall provide current proof of all business licenses required by local, state, and federal law as applicable.
2. Provide a listing and description of similar project experience completed within the last three (3) years.
3. Provide a listing and description of any partnering firms the Company intends to hire as a subconsultant in performance of this work.
4. Provide a description of anything the Company believes makes it uniquely qualified to perform this work for the Buyer.

1.6. Equal Business Opportunity Program.

Not applicable.

1.6 Documents Available for Inspection

All available documents are provided with the RFP.

1.7 Federal Funds.

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

1.8 Non-Mandatory Pre-Bid Meeting.

A pre-bid meeting along with a project walk-through has been scheduled for **August 15, 2023 at 2:00pm EST** in the 128 East Forsyth Street, Jacksonville, Florida 32202. Please refer to Section 1.2 (a) for additional information.

1.9 Response Due Date.

The deadline for submitting responses to this RFP is **September 5, 2023 at 2:00 p.m. EST.**

1.10 Response Delivery Location.

Responses must be delivered to the following location:

The Florida Theatre Performing Arts Center Administrative Offices
Attn: Clark Advisory Services, LLC
128 E. Forsyth Street 300
Jacksonville, Florida 32202

1.11 Response Opening.

All responses received shall be publicly announced and recorded at 2:00 PM on the Response Due Date at the Response Delivery Location (see Sections 1.9 and 1.10 above).

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1.12 Contact Person.

If any questions arise during the bidding period of this Project, please contact John Clark via email at admin@clarkadv.com Subject line in any email communication shall begin with: Florida Theatre RFP 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 and all questions, requests for information or requests for amendments to this RFP must be submitted via email no later than **5:00pm EST on August 18, 2023** in accordance with this RFP.

1.14 Special Instructions:

There are no special instructions for this RFP.

1.15 Special Contract Terms:

The following special contract terms shall apply to this RFP and shall supersede any conflicting provisions in Section 3 (General Terms and Conditions of Agreement):

A. Performance Standards

Company's failure to meet the following performance standards will entitle Buyer to the following service evaluation credits to compensate Buyer for (i) increased staffing and administrative costs attributable to such failure, and (ii) the diminution in the value of the services received by Buyer. The Service Credits are considered reasonable estimates of the financial impact to Buyer and are not intended to be a penalty on the Company.

Performance Standard	Service Credit
None applied as part of this RFP	NA

Company's failure to meet the above performance standard(s) will not automatically be considered an event of default under the Contract. However, if the Company's actions happen to constitute both a failure to meet a performance standard and an event of default under the Contract, then Buyer may pursue its remedies for the event of default.

Notwithstanding anything in the Contract to the contrary, the total of all service credits resulting from the failure to meet these performance standards shall not exceed ten percent (10%) of the Maximum Indebtedness set forth in the Contract.

Company shall not be held to any performance standard to the extent such performance is excused under any applicable Force Majeure provisions of the Contract or is caused by Buyer not performing any of its obligations under the Contract. Company shall advise Buyer in writing as soon as possible of any circumstance or occurrence which would excuse or affect Company's ability to achieve any of the performance standards. In all such cases, Company will continue to make all reasonable efforts to achieve the performance standards.

- B. **Additional Insurance:** Not applicable.
- C. **Proposal Bond:** Not applicable.
- D. **Performance and Payment Bond:** Is not applicable unless the total value of the scope exceeds \$250,000. If a performance and payment bond is required it must cover the full cost of Company's agreement with Buyer will be required and should be included in Company's proposed cost submission.
- E. **Other Provisions:** Not applicable.

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SECTION 2

General Instructions

- 2.1 Application of Chapter 126 and Other Laws**
- 2.2 Questions and Requests for Amendment to RFP**
- 2.3 Format/Content of Responses**
- 2.4 Submission of Responses**
- 2.5 Evaluation of Responses**
- 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**
- 2.11 Response Ownership**
- 2.12 Public Records Law, Process for Protecting Trade Secrets and Other Information**
- 2.13 Multiple Responses from Same Company, No Collusion**
- 2.14 Conflict of Interest**
- 2.15 Convicted Vendor List**
- 2.16 Discriminatory Vendor List**
- 2.17 Company Representations**
- 2.18 Protests**

2.1 Application of Chapter 126 and Other Laws.

The selection of and contracting with a Company under the RFP will be in substantial compliance 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 Company shall not constitute a cognizable defense against their effect.

2.2 Questions and Requests for Amendment to RFP.

If a Company (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, the Company should request an amendment to the RFP. The request should reference the RFP section at issue and include any specific language that the Company recommends using.

All requests for amendment must be submitted to the Contact Person in writing (via e-mail preferred) and, unless otherwise specified in the RFP, be received by the Contact Person at least **ten (10) calendar days** before the Response Due Date. Questions and requests for amendments directed to the Contact Person or to any other Buyer personnel shall not constitute a formal protest of the RFP. Failure to request an interpretation or change will be considered evidence that the Company 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 Responses. Any other interpretation, clarification, change or information will have no legal effect.

Buyer reserves the right to amend, cancel or reissue the RFP at its discretion. This includes the right to change the Response Due Date and the Contract award date. Notice of all amendments and cancellations will be posted on Buyer's website <https://floridatheatre.com/media/> (please contact admin@clarkadv.com if you are uncertain of the website address or if you experience problems accessing it). Company is responsible for monitoring this website for new or changing information.

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2.3 Format/Content of Responses.

- A. If a Response Format is specified in the RFP, Companies should follow that format.
- B. Responses should be prepared simply and economically, providing a straightforward, concise description of Company'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 Company's discretion.
- C. When responding to specific questions, reprint each question in its entirety within the response.
- D. Responses shall be in ink or typewritten. All corrections must be initialed.
- E. Response shall be limited to a page size of 8½" x 11". Font size less than 11-points is discouraged. The Response shall be indexed and all pages sequentially numbered.
- F. Except as may be specifically requested in the Response Format, the Company 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 the Company, including any appearing in the Response. In submitting a Response, the Company 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, may result in rejection of the Response. If the Company desires a change or clarification to the terms or conditions of the RFP, the Company must follow the process set forth in Section 2.2 ("Questions and Requests for Amendments").
- G. Unless otherwise requested by Buyer, Companies 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.
- H. Failure to sign any form requiring a signature may be grounds for rejecting a Response.

2.4 Submission of Responses.

- A. The location and deadline for submitting Responses is set forth in Section 1 of the RFP. Companies are fully responsible for meeting these requirements. Reliance upon mail or public carrier is at Company's risk. **Late bids will not be considered.**
- B. Company shall submit:
 - 1) One (1) original signed version of its Response clearly marked as "ORIGINAL." The Response must be signed by an officer or employee having authority to legally bind Company.
 - 2) Four (4) hard copies of the entire Response.
 - 3) One (1) scanned copies (in .pdf format) of entire Response, on a USB Flash Drive. Large files may be scanned as several separate PDF files if necessary.
 - 4) One (1) REDACTED scanned copy of the Response (if necessary pursuant to Section 2.12). This copy should be marked "Confidential - Trade Secret" or something comparable to alert the reader of Company'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) Company's name, address, contact person, and telephone number.

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

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2.5 Evaluation of Responses.

- A. Buyer will determine the qualifications, interest and availability of Companies by reviewing all Responses and, when deemed necessary in the sole discretion of Buyer, by conducting formal interviews of selected Companies that are determined to be the best qualified based upon evaluation of the Responses.
- B. The determination of which Companies are “best qualified” and provide “best value” to Buyer 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 Responses. Failure to provide any requested clarifications, revisions or information may result in rejection of the Response.
- D. Buyer reserves the right to accept or reject any and all Responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if Buyer determines that doing so will serve Buyer’s best interests. Buyer may reject any Response not submitted in the manner specified by the RFP.

2.6 Negotiation and Award of Contract.

- A. Buyer will negotiate first with the highest ranked Company. If an agreement cannot be reached with the highest ranked Company, Buyer reserves the right to negotiate and recommend award to the next highest ranked Company or subsequent Company(-ies) until an agreement is reached.
- B. Buyer may make an award within sixty (60) days after the date of the Responses are due, during which period the Responses shall remain firm and shall not be withdrawn. Any Response that expresses a shorter duration may, in Buyer's sole discretion, be accepted or rejected. If award is not made within sixty (60) days, the Response shall remain firm until either the Contract is awarded or Buyer receives from the Company written notice that the Response is withdrawn. Note: Withdrawal of a Response may be requested within 72 hours (excluding State holidays, Saturdays and Sundays) after the date and time Responses are due. Buyer will not accept an amended Response after the date and time Responses 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 Companies or to reject all Responses.
- D. Based on the evaluation and negotiation results, Buyer shall electronically post a notice of intended award on Buyer’s website <https://floridatheatre.com/media/>. 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 notices of award by telephone.

2.7 Terms of Agreement.

After award to the successful Company, Buyer and Company will promptly enter into a written agreement (the “Contract”) incorporating the terms of the RFP, the successful Response, and other terms and conditions as may be agreed to between the parties. To the extent the Response 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 Company 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 Company 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 Company 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 RFP Evaluation Committee), shall be noticed on Buyer’s website <https://floridatheatre.com/media/> and shall comply with Florida’s Open Meetings Laws. Please contact the admin@clarkadv.com 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.

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2.9 Ex-Parte Communications.

Communications regarding the RFP by a potential vendor, service provider, bidder, lobbyist or consultant to Buyer, 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.

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

- communications regarding the RFP to the Owner's Representative, the Contact Person, provided the communication is limited strictly to matters of process or procedure already contained in the RFP.
- communications with the Buyer's Owner Representative 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 and/or Owner Representative employees.
- communications at any pre-bid conferences.
- presentations before publicly noticed committee meetings.
- contract negotiations during any duly noticed public meeting.
- 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 Buyer's Owner Representative issues a written intent to award.

2.10 Cost of Developing RFP Response. All costs related to the preparation of Responses and any related activities are the sole responsibility of Company. Buyer assumes no liability for any costs incurred by Companies throughout the entire selection process.

2.11 Response Ownership. All Responses, including attachments, supplementary materials, addenda, etc., shall become property of Buyer and shall not be returned to Company. Buyer will have the right to use any and all ideas or adaptation of ideas presented in any Response. Acceptance or rejection of a Response shall not affect this right.

2.12 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 responses to the RFP are public records unless exempt by law. If Company considers any portion of its Response to be exempt from disclosure under Florida law, Company must provide Buyer with a separate redacted copy of the Response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation. Company shall be responsible for defending its determination that the redacted portions of its Response are confidential, trade secret or otherwise not subject to disclosure. Further, Company shall protect, defend, and indemnify Buyer for any and all claims arising from or relating to Company's determination that the redacted portions of its Response are confidential, trade secret or otherwise not subject to disclosure. If Company fails to submit a Redacted Copy with its Response in accordance with Section 2.4 above, Buyer is authorized to produce the entire Response in answer to a public records request.

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

- (a) Keep and maintain public records required by City and Buyer to perform the services; and
- (b) Upon request from City's or Buyer's custodian of public records, provide City or Buyer 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 Company does not transfer the records to City or Buyer; and

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- (d) Upon completion of this Contract, transfer to City or Buyer at no cost all public records in possession of Company or keep and maintain public records required by City or Buyer to perform the service. If Company transfers all public records to City or Buyer upon completion of this Contract, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of this Contract, Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City or Buyer upon request from City or Buyer's custodian of public records in a format that is compatible with City or Buyer's information technology systems.

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

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BUYER'S OWNER REPRESENTATIVE AT ADMIN@CLARKADV.COM SUBJECT LINE: FLORIDA THEATRE PUBLIC RECORDS INQUIRY.

2.13 Multiple Responses from Same Company; No Collusion.

More than one Response from an individual, firm, partnership, corporation, or association under the same or different names is not permitted. Reasonable grounds for believing that a Company is involved in more than one Response for the same work will be cause for rejection of all Responses in which such Company is believed to be involved. Any or all Responses will be rejected if there is reason to believe that collusion exists between Companies. Responses 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 Company. 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 Companies 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 consultant, supplier, sub-company, or company 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 consultant, supplier, sub-Company, or company under a contract with any public entity; or
- transact business with any public entity.

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2.17 Company Representations.

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

- The Company currently has no delinquent obligations to the City of Jacksonville or any of its independent agencies.
- The Response is submitted in good faith and without any prior or future consultation or agreement with any other respondent or potential respondent;
- To the best of the knowledge of the person signing the Response, neither the Company, 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.
- Pursuant to Section 287.135(2), *Florida Statutes*, a Company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:
 - (1) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the Company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; or
 - (2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Company:
 - i. Is 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
 - ii. Is engaged in business operations in Cuba or Syria.
- Pursuant to Section 287.135(3)(a)4, *Florida Statutes*, City may terminate this Contract at City's option if this Contract is for goods or services in an amount of one million dollars or more and Company:
 - (1) Is found to have submitted a false certification under Section 287.135(5), *Florida Statutes*;
 - (2) 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*;
 - (3) Is engaged in business operations in Cuba or Syria.
- Pursuant to Section 287.135(3)(b), *Florida Statutes*, City may terminate this Contract at City's option if this Contract is for goods and services of any amount and Company:
 - (1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or
 - (2) Is engaged in a boycott of Israel.

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- All representations made by Company 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.
- Company 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.
- All information provided by, and representations made by, Company 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 substantial compliance with the Procurement Protest Procedures established pursuant to Section 126.106(e) of the Jacksonville Ordinance Code. Questions and requests made to the Contact Person shall not constitute formal Notice of Protest.

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Section 3
General Terms and Conditions of Agreement

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

3.2. Relationship of the Parties. In performance of the Services, Company shall be acting in the capacity of an independent Company and not as an agent, employee, partner, joint venture, or associate of Buyer. Company 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 Company, 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 Company personnel, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

3.4. Service Warranties. Company 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. Company 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 Company; 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 Company of these responsibilities. The warranties and covenants in this paragraph will extend to all sub-consultants 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 Company or its sub-consultants; (ii) to any modifications made by anyone other than Company or its sub-consultants or without Company's specific prior written consent; or (iii) to any use of the Service in a manner or for any purpose other than those contemplated in the Contract. **EXCEPT AS EXPRESSLY STATED IN THE CONTRACT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY'S WARRANTIES EXTEND SOLELY TO BUYER.**

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

3.6. Location Requirements for Services. Unless otherwise stated in the RFP or the Response, most 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 Company's ability to perform the Services as contemplated in the Contract.

3.7. Use of Sub-Consultants; Flow-Down Provisions. Except to the extent the use of sub-consultants is disclosed in the Response or consented to in writing by Buyer, Company shall not be allowed to subcontract or assign any of its duties and obligations hereunder. In all cases, Company will be responsible for the acts or omissions of its sub-consultants. Company will ensure that all relevant contractual obligations will flow down to the sub-consultants 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. Company must attend all meetings and public hearings relative to the Services where its presence is determined to be necessary and requested by Buyer and Company can reasonably schedule its appearance. Unless otherwise agreed, Company shall provide a monthly report summarizing Company's performance. Company shall provide other periodic reports respecting the Services as Buyer reasonably requests.

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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 Company's pre-existing intellectual capital and third-party intellectual capital as described in Section 3.10 below, Buyer shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each Work including, but not limited to, software, source code, reports, deliverable, or work product developed by Company 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 Company 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 Company specifically for other customers of Company or for the purpose of providing substantially similar services to other Company 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, Company 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, Company acknowledges that Buyer shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. Company 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) Company 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) Company's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

(b) If the Work contains, has embedded in, or requires for the use of, any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Company shall secure for Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. Company 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, the Company 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 the Company 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 Company with any

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programming aids or software packages that are found not to be suitable for their intended use on the system(s) for which designed, Company 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 Company or any of its sub-consultants or agents, Company 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 Buyer 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, Company 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 Company, and shall be deemed to incorporate by reference the Contract. Any discrepancy between the Contract terms and the terms stated on the Company's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to Buyer.

3.15. Best Pricing for Comparable Services to Other Government Entities. Compensation for the Services shall be as set forth in the Contract. During the Contract term, if Company 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 Company 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 Company for Services shall be made on a monthly basis for the Services provided by Company 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 Company that Buyer deems necessary to verify its obligation to pay under the Contract. Payments will be made to Company 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 Company's fees include reimbursement for travel or travel-related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, Jacksonville Ordinance Code.

(c) Buyer's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.

3.17. Taxes. Buyer is generally exempt from any taxes imposed by the State of Florida or the Federal Government. Exemption certificates will be provided upon request. Company 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 Company, retain such monies from amounts due Company 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 Company.

3.19. Retention of Records / Audits.

(a) Company 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) Company 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

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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, Company 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. Company 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 Company, and Buyer shall be permitted to bring its photocopying equipment if Buyer so desires.

(d) Company 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) Company must permit Buyer to interview any of Company's employees, sub-consultants, and sub-consultant 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. Company 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 Company is, in the opinion of Buyer, deficient, Buyer will deliver to Company a written report of the deficiencies and request for development by Company of a corrective action plan. Company hereby agrees to prepare and submit, to Buyer, said corrective plan within ten (10) days of receiving Buyer's written report. Thereafter, Company 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 Company pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes.

(h) Company must include the aforementioned audit, inspection, investigation and record-keeping requirements in all subcontracts and Contract assignments.

(i) Company 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. Company shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

3.20. Indemnification. Company and its sub-consultants (individually or collectively referred to as the "Indemnifying Parties"), shall hold harmless, indemnify, and defend Buyer and Buyer's officers, directors, employees, representatives and agents (individually or collectively referred to as the "Indemnified Parties") from and against:

(a) General Tort Liability, including without limitation any and all claims, actions, losses, damages, injuries, liabilities, costs and expenses of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons (including death) or damage to property, arising out of or incidental to the Indemnifying Parties' performance of the Contract or work performed hereunder; and

(b) Environmental Liability, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees), arising from or in connection with (a) the Indemnifying Parties' actions or activities under the Contract that result in a violation of any environmental law, ordinance, rule or regulation or that leads to an environmental claim or citation or to damages due to the Indemnifying Parties' activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with the Contract by the Indemnifying Parties at any time on or prior to the effective date of the Contract, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction

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and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Indemnifying Parties. Buyer will be entitled to control any remedial action and any legal proceeding relating to an environmental claim; and

(c) Intellectual Property Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees), arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right and will pay all costs (including, but not limited to attorney's fees and court costs), damages, charges and expenses charged to the Indemnified Parties by reason thereof. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing; and

(d) Violation of Laws Liability, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees) arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules or regulations, by the Indemnifying Parties or those under their control; and

(e) Liability from Breach of Representations, Warranties and Obligations, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees) which may be incurred by, charged to or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by the Indemnifying Parties in connection with the Contract or in any certificate, document, writing or other instrument delivered by the Indemnifying Party, or (b) any breach of any covenant or obligation of the Indemnifying Parties set forth in the Contract or any other certificate, document, writing or other instrument delivered by the Indemnifying Parties pursuant to the Contract.

The indemnifications in this Section 3.20 are separate and apart from, and are in no way limited by, any insurance provided pursuant to the Contract or otherwise. This Section 3.20 shall survive the expiration or termination of the Contract.

To the extent an Indemnified Party exercises its rights under this Section 3.20, the Indemnified Party will (1) provide reasonable notice to Company of the applicable claim or liability, and (2) allow Company to participate in the litigation of such claim or liability (at Company's expense) to protect its interests. Each Party will cooperate in the investigation, defense and settlement of claims and liabilities that are subject to indemnification hereunder, and each Party will obtain the prior written approval of the other Party before entering into any settlement of such claim or liability, which consent shall not be unreasonably withheld, delayed or conditioned.

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3.21. Insurance. Without limiting its liability under the Contract, Company and its sub-consultants shall procure and maintain at their sole expense, during the term of the Contract, insurance of the types and in the minimum amounts stated below

SCHEDULE	LIMITS
Workers Compensation	Florida Statutory Coverage
Employer's Liability (including appropriate Federal Acts)	\$100,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Each Employee/Disease
Commercial General Liability (including premises operations, and blanket contractual liability)	\$2,000,000 General Aggregate \$2,000,000 Products/Comp. Ops Agg. \$1,000,000 Personal/ Advertising Injury \$1,000,000 Each Occurrence \$50,000 Fire Damage \$5,000 Medical Expenses

Buyer and the Owner's Representative shall be named as an additional insured under all of the above Commercial General Liability coverage

Automobile Liability (all automobiles-owned, hired or non-owned)	\$1,000,000 Combined Single Limit
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Professional Liability	\$1,000,000
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Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of the Contract and with a three-year reporting option beyond the annual expiration date of the policy.

Each policy shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of Buyer. Such Insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better. Prior to commencing any Services, Certificates of Insurance approved by Buyer's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to Buyer. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal shall be effective until thirty (30) days after receipt of written notice by Buyer.

Anything to the contrary notwithstanding, the liabilities of Company under the Contract shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage. Neither approval of nor failure to disapprove insurance furnished by Company shall relieve Company or its sub-consultants from responsibility to provide insurance as required by the Contract.

In case any class of employees engaged in hazardous work under the Contract is not protected under the Workers' Compensation statute, Company shall provide, and cause each sub-consultant to provide, adequate insurance, satisfactory to Buyer, for the protection of employees not otherwise protected.

The deductible amounts for any peril shall not exceed those determined by Company to be customary in the industry. Company shall be responsible for payment of its deductible.

For any insurance coverage required hereby, Company may use a self-insurance program, provided such program has received prior written approval of Buyer.

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 Company 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 Company, 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 Company to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Company shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

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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 Company. If the Contract is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Services performed to the date of termination. Access to any and all work papers will be provided to the Buyer after the termination of the Contract within ten (10) calendar days of written notice. The parties understand and agree that Company 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 Company not having this right. In the event of Buyer's termination of the Contract, Buyer (in its sole discretion) may also require Company to provide the Transition Services as set forth in Section 3.26 below.

3.24. Buyer's Remedies Upon Company Default. Any one or more of the following events, if not cured within ten (10) calendar days after Company's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Company: (1) Company fails to perform the Services within the time specified in the Contract or any extension, (2) Company fails to maintain adequate progress, thus endangering performance of the Contract, (3) Company fails to honor any other material term of the Contract, or (4) Company 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) Company is found to have made a false representation or certification in its Response, or (ii) Company 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 Company, 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 Company 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. Company 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 Company. In the event of Buyer's default, Company 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, Company will not be entitled to recover any lost profits or consequential damages.** The rights and remedies available to Company 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 Company to provide reasonable transition assistance services ("Transition Assistance"). Company shall provide such Transition Assistance until such time as Buyer notifies Company 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 Company are fully transitioned in a smooth and efficient manner to a new service provider (either Buyer itself or a third party Company). 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 Company in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Company.

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 Company charges to government entities for comparable services; provided however, that if Buyer terminates the Contract because of a breach by Company, 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. Company 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 Company in accordance with the invoicing and payment provisions of the Contract.

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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, sub-consultants, or agents). Company 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 Company 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 Company first had reason to believe that a delay could result. Based upon such notice, Buyer will give Company 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 COMPANY'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** No claim for damages, other than for an extension of time, shall be asserted against Buyer. Company 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 Company 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 Company Employees, Sub-Consultants, and Agents. All Company employees, sub-consultants and agents performing work under the Contract shall be properly trained and qualified. Upon request, Company shall furnish a copy of technical certification or other proof of qualification. All employees, sub-consultants 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 Company shall cooperate in, a security background check or other assessment of any employee, sub-Company or agent furnished by Company. Buyer may refuse access to, or require replacement of, any personnel for reasonable cause.

Company shall take all actions necessary to ensure that Company's employees, sub-consultants and agents are not considered employees of Buyer. Such actions include, but are not limited to, ensuring that Company's employees, sub-consultants, 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, Company (and any sub-consultant) 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. Company and its employees, sub-consultants 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. Company shall not use, copy or disclose to third parties, except in connection with performing the Services, any information obtained by Company or its agents, sub-consultants 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. Company shall not be required to keep confidential any information that has already been made publicly available through no fault of Company or that Company developed independently without relying on Buyer's information. To ensure confidentiality, Company shall take appropriate steps as to its employees, agents, and sub-consultants, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Contract.

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

3.33. Assignment. Each party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of the Contract. Company 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, Company shall remain liable for performance of the Contract unless Buyer expressly waives such liability. Buyer may assign the Contract with prior written notice to Company 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 Company's ownership structure, Company agrees that any transfer of a substantial interest in Company 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, Company represents that it has no knowledge of any intent to transfer a substantial interest in Company. A substantial interest shall mean at least 25% of the voting shares in Company. 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. Company and Buyer recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by Buyer. Therefore, Company 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 Company 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, Company 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.. Company 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 Company 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. Company agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a sub-consultant, the provisions of this Section shall be incorporated into and become a part of the subcontract.

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3.38. Prompt Payment to Sub-Consultants and Suppliers. The following is required by Chapter 126, Part 6, Jacksonville Ordinance Code; provided however, if Company does not use JSEB sub-consultants, as identified below, this Section 3.38 shall not apply:

(a) *Generally.* When Company receives payment from Buyer for labor, services or materials furnished by sub-consultants and suppliers hired by Company, Company shall remit payment due (less proper retainage) to those sub-consultants and suppliers within fifteen (15) calendar days after Company's receipt of payment from Buyer. Nothing herein shall prohibit Company from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its sub-consultants and suppliers. In the event of such dispute, Company may dispute the disputed portion of any such payment only after Company has provided notice to the Buyer and to the sub-consultant 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 sub-consultant or supplier within ten (10) calendar days after Company's receipt of payment from Buyer. Company 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, Company shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB"), as defined therein, their pro rata share of their earned portion of the progress payments made by Buyer under the Contract within seven (7) business days after Company's receipt of payment from Buyer (less proper retainage). The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB at the time of payment. As a condition precedent to progress and final payments to Company, Company shall provide to Buyer, with its requisition for payment, documentation that sufficiently demonstrates that Company has made proper payments to its certified JSEB's from all prior payments Company has received from Buyer. Company shall not unreasonably withhold payments to certified JSEB's if such payments have been made to Company. If Company withholds payment to its certified JSEB's, which payment has been made by Buyer to Company, Company shall return said payment to Buyer. Company shall provide notice to Buyer and to the certified JSEB's whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to Buyer and said JSEB's within five (5) calendar days after Company's receipt of payment from Buyer. Company shall pay all undisputed amounts due within the time limits imposed in this Section. The failure to pay undisputed amounts to the JSEB's within seven (7) business days shall be a breach of the Contract, compensable by one per-cent (1%) of the outstanding invoice being withheld by Buyer, not as a penalty, but as liquidated damages to compensate for the additional contract administration by Buyer.

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

3.39. Conflicts of Interest. Company 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 Company.

3.40. Contingent Fees Prohibited. In conformity with Section 126.306, Jacksonville Ordinance Code: Company warrants that it has not employed or retained any consultant or person, other than a bona fide employee working solely for Company, to solicit or secure the Contract and that it has not paid or agreed to pay any person, consultant, corporation, individual or firm, other than a bona-fide employee working solely for Company, any fee, commission,

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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 Company shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate, whereby Company 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 Company 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. Company (and any sub-consultants) 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 Company, 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 Company, and Buyer shall not be a party to such transactions.

3.44. Warranty of Ability to Perform. Company warrants that (i) it is ready, willing and able to perform its obligations under the Contract, and (ii) to the best of Company's knowledge, there are no pending or threatened actions, proceedings, investigations or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Company's ability to satisfy its Contract obligations. Company 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. Contract. 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.

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Section 4

Description of Services and Deliverables

4.1 Description of Services

Professional services that are required by the Buyer include the design, replacement, purchasing, installation and integration of a new enhanced video system and related equipment at the Florida Theatre, together with all other incidental and pertinent work necessary for the proper completion of the Project (collectively, the “Work” herein) as mentioned in this RFP and per professional theatre video standards.

The Company will be responsible for all labor, equipment, crating, transportation, delivery, unloading, supervision, expenses, fees, taxes, etc. as related to all aspects of the video scope of work. It is the Company’s responsibility to remove any existing video system related equipment and communication / data cable networks. Further it is the Company’s responsibility to design, purchase, install, integrate, and warranty all new video system related communication / data cable networks. Company should respond to this RFP assuming the following existing conditions:

- No conduit pathways or related system communication cabling exists to support the new video system.
- Buyer believes that no electrical power supplies, related rough-in and associated conduits are in place to support the new video system components, the Company will be required to supply and install all necessary electrical service to support the video system.
- Company is hereby notified that ‘Attachment H – Basis of Project Scope’ is included as an additional informational resource and general source of data to aid Company in its response to this RFP. This document provides a basis of design and general major component design criteria for the new performance video system. Company shall not rely on the information contained within this attachment as being complete or all-inclusive of the required scope. It is the Company’s responsibility to review Attachment H, all other criteria of this RFP as well as existing conditions to develop Companies response to this RFP.

4.2 Equipment Specifications

All equipment and parts to be furnished shall be new, have a full material and installation replacement warranty exceeding two (2) calendar years following Buyer’s written acceptance of the Work. All software, firmware and other ancillary / applicable operating systems and licenses shall be up to date (as of the Buyer’s date of acceptance). Company is hereby on notice that it will be required to submit the most current, detailed manufacturer’s specifications (and material samples where appropriate) for Buyer’s verification of style, functionality, compatibility, and quality prior to Company purchasing materials or equipment associated with this RFP / agreement.

No software, firmware or other license associated with any component of the operational system provided by Company, shall be shared, copied or sold after acceptance of the system by Buyer.

Whenever a specific product, material, manufacturer, equipment or accessory is identified in this RFP, it shall be regarded as indicative of a standard required or a basis of design. Other brands, manufacturers, models providing equal or greater quality / value, and which are fully compatible with other identified systems will be considered by Buyer. However, given the highly integrated nature of professional theater grade performance systems, Company will be expected to provide absolute clarity and all necessary information on any product, material, manufacturer, or equipment substitutions in Companies response to this RFP.

No substitutions will be accepted if not specifically identified in Company’s response to this RFP. Further it is the Company’s responsibility to ensure all products, material and equipment furnished on the project comply with all applicable Florida building, electrical and other applicable codes. Company shall notify Buyer in writing of any code related conflicts or issues in its response to this RFP.

The provided equipment included in this scope shall, at minimum include all components necessary to deliver a full professional theater grade performance video system. By responding to this RFP, Company understands and accepts that not all components required for a fully integrated and working system will be identified in

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this RFP. It is the Company's responsibility to develop, price and provide all necessary data on a complete system.

Buyer has identified the following components, models, manufacturers, etc. as the basis of design for the new professional theater grade performance video system it desires in its facility. In responding to this RFP, Company understands and agrees that any single substitution may affect and alter Buyer's willingness / ability to accept any other component tied to the substituted product. Throughout the entire contract duration Buyer maintains the right to reject or accept any product at its sole discretion without impact to the cost.

4.2 Equipment List

A listing of equipment is included in Attachment H – Basis of Project Scope. It is intended to provide an overview of Buyer's desired replacement video system. This list does not include all components required of a fully functional professional theater grade performance video system, which Company is required to supply. It is the responsibility of the Company through its experience, knowledge, research and expertise to build upon the list of equipment and materials identified in this RFP in order that the system is fully functional to the Buyer's expectations.

4.3 Video System Integration

The video system as referred to in these guidelines will consist of appropriate components designed by Company and approved by the Buyer. Furthermore, no substitutions of any components in the video system are allowed unless an exception is accepted by Buyer in writing prior to Company's purchase. Company is expected as part of its scope to provide all necessary tools, temporary safeguards, utilities, scaffolding, high-reach, and/or other equipment necessary to safely remove existing video systems and install the new video system. Company will be required to fabricate and provide for permanent use by Company, any necessary components to fly the video system in multiple configurations as may be desired by Company.

4.3(a) Rigging

It is the responsibility of the Company to verify existing fly system and related attachment systems of multi-cables and video instruments are in fact adequate to support the new performance video system. If it is not, Company shall inform Buyer as part of its response to this RFP. Additionally, with the exclusion of the dimmer rack / control system, the entire video system is intended to be portable, interchangeable, and stored by end user as they deem necessary.

Company is hereby made aware that any flown video related equipment, components, etc. shall be free from any guidelines or cable that can be seen by the audience in any supported configuration.

4.3(b) System Communication and Power

The Company is responsible for all new communication and power feeds. At no point should any of the cable runs be exposed or installed in compromising positions. It is understood that these cable runs are in tight spaces and may require considerable personnel to complete these pulls. The Company is responsible for removing and replacing all existing performance video related cable.

The Company understands that any existing conduit deemed fit shall be the preferred conduit to use. If any new conduit is required, it is the Company's responsibility to ensure that the new conduit is installed securely and without any damage to the building. Any cable runs that will be a part of the flown system will need to be easily deployed/ recalled from the theatre without modification to adjacent areas.

Company is responsible for seeking and gaining approval to remove and/or destroy any existing cable from Buyer in writing, prior to doing so. Company will be responsible for all existing cable replacement and/or repair costs associated with unauthorized removal.

The performance video system shall be provided such that it can be interchangeably controlled from: projection booth, on-stage and front of house control console. Controls must be made such that they can be easily interchangeable at any time by Buyer without need of complex input modification, programming, etc.

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4.4 Post -Installation End User Support

Company understands that a loss of any component or functional aspect of the system could inflict significant financial and other damages to Buyer. As such and as part of this agreement, Company agrees to provide Buyer no less than one year's worth of on-call emergency technical service for all aspects of the professional theater grade performance video system. For the matter of this agreement, 'on-call' service shall have the meaning of:

- Standard Working Hours/ Performance Show Days: Return Buyer's phoned or emailed request for assistance with appropriate resources to address Buyer's issue within sixty (60) minutes.
- Non-Standard Working Hours/ Non-Performance Days: Return Buyer's phoned or emailed request for assistance with appropriate resources to address Buyer's issue within one hundred twenty (120) minutes.
- In circumstances where remote assistance (phone, email, video chat, etc.) is not sufficient to resolve Buyer's request for assistance, Company shall provide in person assistance with appropriate resources to address Buyer's issue within twelve (12) hours of first contact from Buyer on the issue.

Following written acceptance by Buyer of the installed performance video system, Company shall perform two (2) full evaluations, cleanings, program/ software updates (as applicable) and restorations of installed equipment to 'like-new' condition at three (3) months and six (6) months as scheduled by Buyer. Cost of the described two (2) post installation system optimizations shall be included in Company's response to this RFP.

Company's failure to comply with any of the responsibilities identified in this section shall immediately make Company liable to Buyer for any damages or losses associated with direct or indirect impacts resulting Company's failure to comply.

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ATTACHMENT A

RESPONSE FORMAT

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

- 1) **Title Page:** Include RFP Title, RFP Number, Company's full name, address, phone number.
- 2) **Cover Letter:** Include the following:
 - Date of Letter.
 - RFP Title and Number
 - Company's full name, address and phone number.
 - Names of the persons who will be authorized to make representations for the Company, their titles, addresses (including email address) and telephone numbers.
 - Company's Federal Employer ID Number.
 - Acknowledgement that (i) the Response is based on the terms set forth in the RFP and all amendments thereto posted on Buyer's website <https://floridatheatre.com/media/> as of the date of the Response, and (ii) the Company will be responsible for monitoring Buyer's website for subsequent amendments and for either maintaining, amending or withdrawing the Response prior to the Response Due Date based on those subsequent amendments.
 - Signature of Authorized Representative.
- 3) **Required Forms.** Attach all forms identified in Section 1 or in Attachments, each signed by an authorized representative. Examples of the forms that may be required include:
 - Conflict of Interest Certificate.
 - Applicable professional design licenses, including electrical contractor license (which can be held by a subcontractor to the submitting Company).
 - Business references with contact information.
 - Schedule of Proposed Costs and Rates (as identified in Attachment B.5)
- 4) **Proof of Minimum Requirements.** Responses will ONLY be accepted from companies meeting the minimum requirements in Section 1 of the RFP. Company must provide clear documentation that they meet the minimum requirements.
- 5) **Statement of Qualifications.** This portion of the Response will be used to provide the information Buyer needs to evaluate how well the Company meets the criteria listed in Attachment B - Evaluation Matrix. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Response as non-responsive. Please divide this portion of the Response into ten subsections (one subsection for each of the listed criteria).

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Attachment B

Evaluation Criteria

Selection by Buyer will be based on a “best value” approach. Buyer will evaluate, score and base its selection on the identified criteria herein. For use in evaluating and comparing firms to determine the “best value” response to this RFP, Buyer has given each of the identified criteria a numeric value. Buyer’s selection committee will evaluate each RFP proposal, score each and the firm with the highest score will move forward in the selection process identified in this RFP.

The evaluations will be based upon the following criteria, as a minimum. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the proposal as non-responsive. The response to each of the criterion will be evaluated relative to the other responses received and will be awarded a score of 1 through the total point value identified. Companies are encouraged to arrange their responses in a format that will offer ready review and evaluation of each criterion.

1. COMPETENCE, PAST AND PRESENT RECORD OF PROFESSIONAL ACCOMPLISHMENTS.

Including professional and/or technical education and training; experience in the kind of projects to be undertaken; availability of adequate personnel, equipment and facilities and the extent of repeat business of the persons. Provide a list of completed projects that are similar in nature and scope to the project under consideration with references to include owner’s contact person, email and telephone number. Responding to this evaluation criterion necessitates that Companies include statements of their past and present record of professional accomplishments or performance with the Florida Theatre and/or City of Jacksonville.

(5 points maximum score)

2. ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE PROJECT REQUIREMENTS.

Describe the Company’s understanding of the requirements of this solicitation, and its ability, approach and/or plan to satisfy the same in complete compliance with all applicable state and local laws, statutes, ordinances, rules and regulations. Company is encouraged to submit a detailed plan showing proposed system layout, equipment, materials and any other information that outlines it’s proposed system.

(5 points maximum score)

3. WILLINGNESS TO MEET BOTH TIME AND BUDGET REQUIREMENTS FOR THE PROJECT.

Provide an outline of Company’s schedule associated with completion of the proposed scope. Identify submittal review process, procurement, preparation, installation, testing and final turn-over timeframes. Demonstrate Companies ability to work with on-going theatre performances which will be taking place during the overall duration of install.

(15 Points maximum score)

4. PROJECT COST. Provide a maximum not to exceed cost for the work and complete breakdown of all material, labor, equipment, and soft costs to complete the scope outlined within this RFP. Segregate out and clearly identify any overhead and fee markup costs Company will apply to cost. Provide material quantities, manufacturer, model and specification identification for all materials and equipment being proposed for use in the facility.

Responses to this section shall be provided in a clear and concise manner such that Buyer can determine the true cost of each component of the proposed system. Failure to provide clarity within Company’s response to this section will result in a lower score.

(25 Points maximum score)

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Attachment C

Not Applicable

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ATTACHMENT D
SERVICES CONTRACT

BETWEEN

THE FLORIDA THEATRE PERFORMING ARTS CENTER, INC.,

a Florida not for profit corporation

AND

INSERT CORPORATE NAME OF COMPANY

FOR

INSERT SUMMARY OF SERVICES TO BE PERFORMED

THIS CONTRACT, made and entered into this ___ day of _____, 201__ (the "Effective Date"), by and between the THE FLORIDA THEATRE PERFORMING ARTS CENTER, INC., a Florida not for profit corporation (the "Theatre"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and _____ (the "COMPANY"), a _____ corporation authorized to transact business in Florida and with its principal offices at _____.

WHEREAS, the Theatre (as the "Buyer") issued a Request for Proposal No. _____ (the "RFP") for certain services described in the RFP (the "Services"); and

WHEREAS, based on COMPANY'S response to the RFP dated _____, consisting of ___ pages (the "Response"), the Theatre has negotiated and awarded this Contract to COMPANY;

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 COMPANY as specified in the RFP and the Response.

2. **Compensation.** COMPANY will be paid by the Theatre for the Services [as follows: _____] or [as specified on the Price Sheets attached as Exhibit _____].

3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, the Theatre's maximum indebtedness, for all products and services under this Contract shall be a fixed monetary amount not-to-exceed _____ (\$_____).

4. **Term.** The initial term of this Contract shall commence on the Effective Date and shall expire five years later, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to _____ additional one (1) year periods by (i) the Theatre, in its sole discretion, upon written notice to COMPANY at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties.

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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 written amendments
- Any amendments to the RFP
- Specific Information Regarding the RFP (Section 1 of the RFP)
- Description of Services and Deliverables (Section 4 of the RFP)
- General Instructions to Respondents (Section 2 of the RFP)
- General Contract Conditions (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 the Theatre:

Numa Saisselin

As to the COMPANY:

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. As of the Effective Date, Theatre's Contract Manager is [Insert Name and Address], and the COMPANY'S Contract Manager is [Insert Name and Address]. 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 the COMPANY. 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. COMPANY may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the CITY (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. COMPANY acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

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9. **Amendments.** All changes to, additions to, modifications of, or amendment 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.

Signature page follows immediately.



Remainder of page left blank intentionally.

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

ATTEST:

The Florida Theatre Performing Arts Center, Inc.

By _____

By _____

Numa Saisselin

President

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded 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: _____

Name and Title: _____

Contract #: _____

ATTEST:

INSERT NAME OF COMPANY.

By _____

By _____

Signature

Signature

Type/Print Name

Type/Print Name

Title

Title

Remainder of page intentionally left blank.

ATTACHMENT E

LIABILITY FOR ERRORS AND OMISSIONS

5.12 ACCURACY OF WORK

5.12.01. The COMPANY shall be responsible for the accuracy of its work, including work by any sub-consultants, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the COMPANY or sub-consultants without additional compensation. Acceptance of the work by the CITY and BUYER shall not relieve the COMPANY of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

5.12.02. At any time during the construction of the Project provided for by the Contract Documents or during any phase of work performed by others based on data furnished by the COMPANY under this Agreement, the COMPANY shall confer with the CITY and BUYER for the purpose of interpreting the information furnished and/or to correct any errors and/or omissions made by the COMPANY. The COMPANY shall prepare all drawings or data to correct its errors and/or omissions without added compensation, even though final payment may have already been received therefor.

5.12.03. The COMPANY shall be and shall remain liable, in accordance with applicable law, for all damages to the CITY and BUYER caused by the COMPANY's breach of contract or its negligent performance of any of the services furnished under this Agreement. The COMPANY shall not be responsible for (i) any time delays in the Project caused by circumstances beyond the COMPANY's control, or (ii) any additional construction costs, other than the "Recoverable Damages" defined below, that would have been incurred by the CITY and BUYER if the Contract Documents had been properly prepared in the first place. However, the COMPANY will be liable to the CITY and BUYER for the following damages associated with such breach of contract or negligent performance ("Recoverable Damages"):

- any retrofit expenses (such as the cost to remove installed work), intervening increases in the cost of the labor, supplies or building components, and any other avoidable costs resulting from the breach or negligent performance that are not otherwise recoverable under this Agreement; and
- liquidated damages equal to 20% of the cost of any Change Order issued to the COMPANY to perform the work necessary to correct the breach or negligent performance. This payment shall not constitute a penalty, but rather is the parties' reasonable estimate of the amount necessary to compensate the CITY and BUYER for (i) increased administrative/oversight costs of CITY and BUYER staff, (ii) recovery of the "builder's premium" for Change Orders that the CITY and BUYER cannot competitively bid out, and (iii) the damages resulting from the fact that CITY and BUYER will need to pull funding from other CITY-budgeted projects to cover the costs of the Change Order; and any other damages available to the CITY and BUYER at law or in equity.

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ATTACHMENT F
CONFLICT OF INTEREST CERTIFICATE

RFP No. _____

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

SECTION I

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

Signature

Company Name

Name of Official (Type or Print)

Business Address

City, State, Zip Code

SECTION II

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

Name	Title or Position	Date of Filing
------	-------------------	----------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature

Company Name

Name of Official (Type or Print)

Business Address

City, State, Zip Code

FLORIDA THEATRE RFP: *PERFORMANCE VIDEO*
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PUBLIC OFFICIAL DISCLOSURE

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

Public Official _____

Position Held: _____

Position or Relationship with Bidder: _____

.....

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ATTACHMENT G

QUESTIONS AND ANSWERS

Not applicable at this time;

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ATTACHMENT H

BASIS OF PROJECT SCOPE

Whenever a specific product, material, manufacturer, equipment or accessory is identified in this RFP, it shall be regarded as indicative of a standard required or a basis of design. Other brands, manufacturers, models providing equal or greater quality / value, and which are fully compatible with other identified aspects of the system and the existing facility will be considered by Buyer. At minimum Company shall provide and install the following:

END OF ATTACHMENT H

Florida Theatre Video System

FT-10466-SOL-07: Attachment H – Basis of Project Scope

Model Identification Clarification:

Wherein 'MCCV' is noted Buyer, as part of this RFP shall provide the 'Most Current Commercial Version available at time of this RFP's issuance'

Projection Equipment

Qty:	Manufacturer:	Item:	Model:
1	Barco	4K Laser Projector (22,000 Lumen) with GSM and WiFi	UDM-4K22
1	Barco	UDM Multifunctional Frame (Adjustable Rigging Frame)	R9801970
1		Custom Case for Projector	
1	Barco	TLD+ (0.8-1.16 : 1) Projector Lens	R9801414
1	Barco	TLD+ (1.5-2.0 : 1) Projector Lens	R9862010
1	Barco	TLD+ (2.0-2.8 : 1) Projector Lens	R9862020
1	Barco	TLD+ (2.8-4.5 : 1) Projector Lens	R9862030
4		Custom Cases for Lenses with appropriate built in padding/ protective surfaces	
1	AVStumpfl	13.3'X7.5' Monoblox32 Frame Kit with Front Projection Material	BXS-AC425/R10
1	AVStumpfl	13'3"X7.5' Rear Projection Material	BXF-RC425249B1
1	AVStumpfl	16'X9' Monoblox64 Frame Kit with Front Projection Material	BXV-AC508/R10
1	AVStumpfl	16'X9' Rear Projection Material	BXF-RC508294B1
1	AVStumpfl	20'8"X11'6" Vario64 Frame Kit with Front Projection Material	BVV-AC650/R10
1	AVStumpfl	27'X15' Vario64 Frame Kit with Front Projection Material	
2	AVStumpfl	Easy Fly Hanging Hardware (32x32mm)	BFZ-EF/32
9	AVStumpfl	Easy Fly Hanging Hardware (32x64mm)	BFZ-EF/64
4		Wire Rope Sling: 5' and 10' (4 of each)	
12		Pro Swivel Coupler Clamp (Color Black for OD 2" pipe)	
12		Pro Coupler - Eye Clamp (Color Black for OD 2" pipe)	
2		OD 2 in. Black Steel Pipe, 2 ft. Overall Pipe Length, Threaded on Both Ends, Welded, Pipe Schedule 40	
3		OD 2 in. Black Steel Pipe, 4 ft. Overall Pipe Length, Threaded on Both Ends, Welded, Pipe Schedule 40	
3		OD 2 in. Black Steel Pipe, 8 ft. Overall Pipe Length, Threaded on Both Ends, Welded, Pipe Schedule 40	
16		OD 2 in. Black Steel Pipe Coupling	
1		OD 2 in. Black Steel Pipe Tee	
24	Crosby	3/8 in. Anchor Shackle	
18	Crosby	5/8 in. Anchor Shackle	
12	Crosby	1/2 in. Anchor Shackle	
1	CM	1/4 Ton Electric Chain Motor Hoist , Single Phase, 120v, 30' Chain	
1		Custom Case for 1/4 Ton Electric Chain Motor Hoist	

FT-10466-SOL-07: Attachment H – Basis of Project Scope

Model Identification Clarification:

Wherein 'MCCV' is noted Buyer, as part of this RFP shall provide the 'Most Current Commerical Version available at time of this RFP's issuance'

Video Control Rack A (Small)

Qty:	Manufacturer:	Item:	Model:
1	Blackmagic Design	ATEM 2M/E Constellation HD	SWATEMSCN2/1ME2/HD
1	Blackmagic Design	1RU Teranex Mini Rack Shelf	CONVNTRM/YA/RSH
1	Blackmagic Design	Web Presenter Design 4K	BDLKWEBPTR4K
1	Apple	MacBook Pro - 13" display, M2, 8GB Memory, 256GB SSD	MCCV
1	Thule	Hard Case for 13" MacBook Pro	
1	Renewed Vision	PRO PRESENTER Business "SEAT" License	
1		Custom Shock Proof Rack Case	
1	Middle Atlantic	Utility Drawer, 1 RU, Anodized	UD1
1	Furman	15A Standard Power Conditioner	M-8X2
1	Netgear	4-Port Gigabit Ethernet Unmanaged Switch	GS105v5
1		Custom I/O Panel	
1		Cable Package	
1		Install Build Labor	

Video Control Rack B (Large)

Qty:	Manufacturer:	Item:	Model:
1	Blackmagic Design	ATEM Television Studio Pro 4K Live Production Switcher	SWATEMTVSTU/PRO4K
1	Blackmagic Design	SmartView 4K 2 15.6" DCI 4K Broadcast Monitor (6 RU)	HDL-SMTV4K12G2
1	Blackmagic Design	HyperDeck Studio HD Pro	MCCV
1	Recortec	19" 16:10 Format Monitor	RMM-419N3
2	Apple	Mac mini 8-Core CPU 10-Core GPU 8GB Unified Memory 512GB SSD Storage	MCCV
1	Sonnet	1RU Rackmount Enclosure for Mac mini	RACK-MIN-2XA
1	APC	APC SMC1500-2UC UPC	
1	Netgear	4-Port Gigabit Ethernet Unmanaged Switch	GS105v5
1	Tripp-Lite	4-Port DVI/USB KVM Switch with Audio and Cables	B004-DUA4-K-R
2	Middle Atlantic	Drawer, 2 RU, Anodized	D2
1	Middle Atlantic	UMS Rackshelf, 1RU	HR-UMS1-11.5
1	Middle Atlantic	Sliding Rackshelf, 1RU	SS
2	Renewed Vision	PRO PRESENTER Business "SEAT" Licenses	N/A
6	Decimator Design	Decimator 12g-Cross 4k HDMI/SDI Cross Converter with Scaling and Frame Rate Conversion	12g compatible
1		Wired USB Keyboard	
1		Wired USB Mouse	
1		Custom I/O Panel	
1		Custom Rack Case	
1		Cable Package	
6		500GB SATA III 2.5" Internal SSD	
1		Install Build Labor	

FT-10466-SOL-07: Attachment H – Basis of Project Scope

Model Identification Clarification:

Wherein 'MCCV' is noted Buyer, as part of this RFP shall provide the 'Most Current Commercial Version available at time of this RFP's issuance'

Additional Equipment

Qty:	Manufacturer:	Item:	Model:
1	DSAN	PerfectCue System with Three Button Transmitter	PC-SYS
1	DSAN	Limitimer Staging Kit	PRO-2000-KIT4

Power Distribution

Qty:	Manufacturer:	Item:	Model:
4	Whirlwind	PL1 Stringer Edison Box - Black	PL1T-420-BK
4	Whirlwind	PL1 Stringer Edison Box - Blue	PL1T-420-BL
4	Whirlwind	PL1 Stringer Edison Box - Red	PL1T-420-RD
2	Whirlwind	Cable 75' - HBL2311 (Male), NAC3FX (Female), W12-3 SJOOW	
6	Whirlwind	Cable 50' - HBL2311 (Male), NAC3FX (Female), W12-3 SJOOW	
4	Whirlwind	Cable 25' - HBL2311 (Male), NAC3FX (Female), W12-3 SJOOW	
6		Cable 25' - NAC3MX (Male), NAC3FX (Female), W12-3 SJOOW	
6		Cable 50' - NAC3MX (Male), NAC3FX (Female), W12-3 SJOOW	

Venue Integration/Infrastructure (Add-on to existing in-house video system)

Qty:	Manufacturer:	Item:	Model:
1	Blackmagic Design	Videohub Master Control Pro	VHUB/WMSTRCRL/PRO
1	Blackmagic Design	Videohub 40 x 40 12G-SDI	MCCV
2	Netgear	24-Port Gigabit POE+ Managed Switch	GS724TPv2
1	Belden	SDI: 12 GHz Coax, 4K UHD Precision Video Cable (6000')	4794A
1		CAT6 Network Cable (2500')	
1		Custom I/O Panel	

Displays

Qty:	Manufacturer:	Item:	Model:
2	LG or Comparable	70" Display with RF and HDMI inputs	
2	Custom	Custom Case for 70" Displays with Mounting Hardware Attached	
2	Chief	Portable Flat Panel Stand	PRSU
1	Chief	Portable Flat Panel Stand Case	PAC 900
1	LG or Comparable	32" Display with RF and HDMI inputs	
1	Custom	Custom Case for 32" Display	
1	Chief	Medium Confidence Monitor Cart 2' (Black)	MFQUB
4	Decimator Design	Decimator 12g-Cross 4k HDMI/SDI Cross Converter with Scaling and Frame Rate Conversion	MD-HX: 12g version
4		50 ft. HDMI Cable 4k	4K compatible
6		25 ft. SDI Cable 4k	4K compatible
6		50 ft. SDI Cable 4k	4K compatible
2		75 ft. SDI Cable 4k	4K compatible
2		100 ft. SDI Cable 4k	4K compatible