Docusign Envelope ID: D9C1FF05-A75C-4564-B5A4-7E975E06A7CA

City of Jacksonville, Florida
Procurement Award Form (PAF)

Part 1: Form Type JPAC Award Request and Administrative Details

Goods and/or Services: ESC-0371-22 Library Materials - Request to add FY25 funding - Amendment No. 2

Requested Action/Authority:

Recommend approval to increase the award with OverDrive Inc. (Contract# 71968-22) in the amount of $1,154,479.61 for FY25 library materials. Total revised annual expenditure amount is $2,408,959.22, for a not exceed expenditure amount of $11,328,612.36. Period of service will remain unchanged through June 30, 2026.

Justification/Explanation:

Multiple Award Contract. The following suppliers will be amendment separately:
Baker & Taylor - Tot. Annual Expenditure - $5,018,544.00
Midwest Tape - Tot. Annual Expenditure - $3,901,109.14

Legal Contract #:	71968-22	Contract Date:	04/07/2023	Change Order/AMD #:	2	
PO/Release #:	671150-24	Bid Date:	07/15/2022	Awarded Supplier:	Overdrive, Inc	
Licenses Verified:	N/A	Effective Date:	10/31/2024	Basis of Award:	Highest Evaluated	
Federally Funded:	N/A	No. Invited:	33	Responses Received:	7	Attachments:
Solicitation:	RFP-NONCON ESC-371 - 22			Procurement Contract #:	POA - 71968-225	
Executed By:	Office of General Counsel					

PoP:Base:	3 years	Options:	3, 1-year renewals	Extension(s):	N/A
JSEB Rec.:	N/A	%:	N/A	Bonds Waived Pursuant To:	N/A

Fund:	00111	Center:	185102	Acct:	566010	Proj:	000000	Activity:	00000000	$	1,154,479.61
Fund:		Center:		Acct:		Proj:		Activity:		$	
Fund:		Center:		Acct:		Proj:		Activity:		$	

New NTE/GMP:	$ 2,408,959.22	Contingent Amount:	$ 0.00	DMP/ODPO Amount:	$ 0.00

Using Agency/BU:	PLJX:PUBLIC_LIBRARY_BRANCHES			
Concurrence:	Signed by: E3D417DEFA88482...	Title:	LIBRARY DIRECTOR	10/7/2024
Concurrence:		Title:		
Concurrence:		Title:		
Concurrence:		Title:		

Procurement Analyst/Buyer:	Signed by: Barnett, Renata 7771B2C9F56442C...	Chief of Procurement:	Signed by: Robert Warmburg, for Dustin Freeman 4912CA1D431247A... 10/25/2024
Name:	Barnett, Renata	Name:	Dustin L. Freeman

Part 2: JPAC Actions on Above Requests/Recommendations
All Award Actions Subject to Lawfully Appropriated Funds

Members Who Approve:	
Members Who Disapprove:	
Other Action:	

Date:

Part 3: Final Awarding Authority Action

Action:

Date:

Signature:

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PAF Instructions

Form Type: Select the type of award from the dropdown options. This form will be used for all Procurement awards (Administrative Awards and JPAC Requests).

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action/Authority: Enter a brief description of the requested action or authority being sought. i.e.; *request permission to award to the lowest, responsive responsible bidder for ITB or award the highest ranked supplier for an RFP*.

Justification/Explanation: Enter a brief justification or explanation for the requested action. Use this box to add any additional information such as additional account strings, or other information essential for contract execution.

Legal Contract Number: Provide the existing City contract number if applicable. This will be the same number as your POA number.

Contract Date: Select the effective date for the contract using the calendar option in the form. Leave blank for contracts to become effective on the execution date.

Change Order/AMD #: Provide the applicable Change Order or Amendment number represented by this request.

Date: Enter the date of PAF submission.

Effective Date: Enter the effective date of requested authority and/or action.

Solicitation: Select the competitive procurement method used (1Cloud generated prefix), enter the 1Cloud generated numbering sequence, and 1Cloud generated fiscal year of solicitation

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA),

Procurement Contract #: This is your PO number. Select Type, Enter Number

PO/Release Number: Enter PO Release Number

Awarded Supplier: Enter Awarded Supplier Name

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

Responses Received: This is the number of responses received.

No Bids Received: The number of responses received that indicated supplier would not bid.

Executed By: Select whether executed by OGC or JPAC / Chief of Procurement

PoP Base: Select the Period of Performance for the initial period.

Options: Period for each renewal period i.e. one (1) two (2) year.

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Extensions: How many extensions have we preformed after the initial base period and option periods have been completed?

JSEB Goal: Select the percentage established by JSEB.

JESB Other: Select Encouragement or Set Aside Option

Bonds Waived Pursuant to: Select authority allowing bonds to be waived.

Funding Source: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed the amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Amount: Enter the total Direct Materials Purchase/Owner Direct Purchase Order amount for project.

Attachments: Name any attachments included as supplemental information to the PAF.

Using Agency/BU: This should be the requesting agency/requirement owner.

Concurrence: Electronic Signature

Title: Enter the title of person electronically signing form.

**Any fields where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

Docusign Envelope ID: D9C1FF05-A75C-4564-B5A4-7E975E06A7CA

SERVICES CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
OVERDRIVE, INC.
FOR
BOOKS AND AUDIO, VISUAL, AND DIGITAL MATERIALS

THIS CONTRACT for books and audio, visual, and digital materials (the "Library Materials") is made and entered into this 7th day of April 2023, ~~2022~~ (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (the "CITY"), and **OVERDRIVE, Inc.**, a Delaware corporation with its principal offices at One OverDrive Way, Cleveland, OH 44125 (the "CONTRACTOR").

WHEREAS, CITY (as the "Buyer") issued a Request for Proposal No. ESC-0371-22 (including all addenda, the "RFP"), bid date June 15, 2022, for certain books and library materials described in the RFP (the "Library Materials"); and

WHEREAS, based on CONTRACTOR'S response to the RFP, CITY has negotiated and awarded this Contract to CONTRACTOR; now therefore

IN CONSIDERATION of the premises and the mutual covenants contained below and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

1. **Performance of Services.** The Library Materials will be supplied to CITY by CONTRACTOR as specified in the RFP and the Response.

2. **Compensation**. CONTRACTOR will be paid by CITY for the Library Materials in accordance with the price proposals as set forth in the Response.

3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, CITY's maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not to exceed ONE HUNDRED THOUSAND AND 00/100 DOLLARS ($100,000.00) for each annual period of the Contract. CITY's obligations under the Contract are subject to the lawful appropriation of funds therefor.

4. **Term.** The initial term of this Contract shall commence on July 1, 2023 and shall continue in full force and effect for three (3) years until June 30, 2026, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to three (3) additional one-year periods by (i) CITY in it its sole discretion, upon written notice to CONTRACTOR 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 amendments;
- Any amendments and/or additions to the RFP;
- Specific Information Regarding the RFP (Section 1 of the RFP);
- General Instructions (Section 2 of the RFP);
- General Terms and Conditions of Agreement (Section 3 of the RFP);
- Any Purchase Order under the Contract;
- The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract;
- Description of Services and Deliverables (Section 4 of the RFP) as amended by the Statement of Work ("SOW").

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 CITY:

Jacksonville Public Library
303 Laura Street North
Finance & Administration Services, Rm 448
Jacksonville, Florida 32202
Attn: Pamela McClellan, Contracts & Grants Manager

With Copy to:

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

As to the CONTRACTOR:

Erica Lazzaro, Executive Vice President & General Counsel
Overdrive, Inc.
One OverDrive Way
Cleveland, Ohio 44125

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, CITY'S Contract Manager is Pamela McClellan: 904.255.6114; PamG@coj.net, and CONTRACTOR'S Contract Manager is Andy Bucher: 216.573.6886 x 1340; abucher@overdrive.com). Each Party shall provide prompt written notice to the other Party of any changes to the Party's Contract

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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 CONTRACTOR. 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. CONTRACTOR may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to CITY (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. CONTRACTOR acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

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

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

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

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

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-0

Form Approved:

_____
Office of General Counsel

WITNESS:

By _____
Signature

Bill Hrabnicky
Type/Print Name

Contracts Specialist
Title

OVERDRIVE, Inc.,

By _____
Signature

Erica Lazzuro
Type/Print Name

General Counsel
Title

GC-#1532762-v1-Overdrive_71968-22JPL_Materials_CSPEC_RFP__Counteroffer.doc

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Encumbrance and funding information for internal City use:

Account: 11408.185101.549006.010009.00000000.00000.0000000
Amount: ..... $100,000.00 (State Aid Funding)

Total Maximum Indebtedness: $100,000.00

The above-stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one or more subsequently issued purchase order that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

Director of Finance
City Contract No. 71968-22

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FIRST AMENDMENT TO SERVICES CONTRACT BETWEEN THE CITY OF JACKSONVILLE AND OVERDRIVE, INC. FOR BOOKS AND AUDIO, VISUAL, AND DIGITAL MATERIALS

THIS FIRST AMENDMENT to Contract for books and audio, visual, and digital materials is made and entered into this 19 day of December, 2023, by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (the "CITY"), and **OVERDRIVE, INC.**, a Delaware corporation with its principal offices at One OverDrive Way, Cleveland, Ohio 44125 (the "CONTRACTOR").

WHEREAS, on April 7, 2023, CITY and CONTRACTOR made and entered into City of Jacksonville Contract No. 71968-22 (the "Contract"); and

WHEREAS, said Contract has not been amended previously; and

WHEREAS, said Contract should be amended by providing additional funding in the amount of $1,154,479.61, thereby increasing the maximum indebtedness by $1,154,479.61 to a new total maximum indebtedness not to exceed $1,254,479.61, with all other provisions, terms, and conditions of said Contract remain unchanged; now therefore

IN CONSIDERATION of the premises and the mutual covenants contained below and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree to amend said Contract as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. Section 3 of said Contract is amended by providing additional funding in the amount of $1,154,479.61, thereby increasing the maximum indebtedness by $1,154,479.61 to a new total maximum indebtedness not to exceed $1,254,479.61, and as amended shall read as follows:

"**3. Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, CITY's maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not to exceed ONE MILLION TWO HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVENTY-NINE AND 61/100 DOLLARS ($1,254,479.61) for each annual period of the Contract. CITY's obligations under the Contract are subject to the lawful appropriation of funds therefor."

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SAVE AND EXCEPT as expressly amended in and by this Amendment. The provisions, terms, and conditions of said Amendment shall remain unchanged and shall continue in full force and effect.

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

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Donna Deegan
Mayor

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Form Approved:

_____
Office of General Counsel

WITNESS:

By _____
Signature

Anthony Mazzolini
Type/Print Name

Assistant General Counsel
Title

OVERDRIVE, INC.

By _____
Signature

Erica Lazzaro
Type/Print Name

EVP & General Counsel
Title

GC-#1598960-v1-Overdrive_71968--22_Amd#1_Library_Materials_CSPEC.doc

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Encumbrance and funding information for internal City use:

Account: 00111.185102.566010.000000.00000000.00000.0000000
Amount: $1,154,479.61

Total Maximum Indebtedness: $1,254,479.61

The above-stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one or more subsequently issued purchase order that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrances shall be made by subsequently issued purchase orders, as specified in said Contract.

Anna Brosche

Director of Finance
City Contract No. 71968-22, 1st Amendment

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SUBJECT: Library Materials

BID #: ESC-0371-22

OPEN DATE: 7/15/2022

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – Three (3) years from completion of award with three (3) one (1) year renewal options.

AGENCY: Jacksonville Public Library

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 33 **NUMBER RECEIVED:** 7 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase the award with Baker and Taylor, Midwest Tape and Overdrive in the amount of $3,776,327.61 as listed below. Total revised estimated expenditure not to exceed $7,300,034.61.

Primary Suppliers:
Books: Baker and Taylor: increase by $1,592,848.00, not to exceed $3,425,696.00
Audio & Visual and Digital Materials: Midwest Tape: increase by $1,029,000.00, not to exceed $2,619,859.00

Secondary Suppliers:
Audio & Visual Materials: Baker and Taylor, TBD
Digital Materials: Overdrive: increase by $1,154,479.61, not to exceed $1,254,479.61

Funding for this award to be executed by formal contract through the Office of General Counsel and encumbered by the following accounts: 00111.185102.566010.000000.00000000.0000.0000000 - $7,300,034.61

Attachments: Recommendation Memo, Previous Awards

ANALYST: Corey Sidlo **RESPECTFULLY SUBMITTED** DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Stephanie Miller, Senior Manager, Jacksonville Public Library

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 10/12/2023

OTHER:

ACTION OF AWARDING AUTHORITY DATE 10/12/23

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION Karen Bowling

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

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Contract Purchase Agreement POA-71968-22 Change Order 3

Agreement	POA-71968-22
Agreement Date	27-OCT-2022
Change Order	3
Change Order Date	16-OCT-2023
Revision	2
Agreement Amount	1,254,479.61 USD
Solicitation Number	ESC-0371-22

Sold To
City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier
OverDrive, Inc.
One OverDrive Way
CLEVELAND, OH 44125

Notes CO to increase by $1,154,479.61. New total is $1,254,479.61.

Secondary Supplier for digital materials. three (3) year contract form award with three (3), One (1) year renewal options

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
21537	**Net 30**	**Freight Prepaid**	**FOB Destination**	**Best Way**
Start Date	**End Date**		**Confirm To**	
25-Oct-2022	**24-Oct-2025**		**Corey Sidlo** **CSidlo@coj.net**	

DRAFT

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Dustin L. Freeman, Chief of Procurement Division

Contract Purchase Agreement Release 671150-24

Purchase Order	**671150-24**
Order Date	**19-JAN-2024**
Change Order	**0**
Change Order Date	**19-JAN-2024**
Revision	**0**
Ordered	**1,154,479.61 USD**
Requisition Number	**PLPL-501364-24**
Solicitation Number	**ESC-0371-22**
All packing slips, invoices, and correspondence must reference the purchase order number	

Sold To
City of Jacksonville
117 West Duval Street
JACKSONVILLE, FL 32202

Supplier
OverDrive, Inc.
One OverDrive Way
CLEVELAND, OH 44125

Bill To
City of Jacksonville
117 West Duval Street, Suite 375
JACKSONVILLE, FL 32202

Ship To
JPL - Support Services
3435 University Blvd North
JACKSONVILLE, FL 32277 US

Notes CO to increase by $1,154,479.61. New total is $1,254,479.61.

Secondary Supplier for digital materials. three (3) year contract form award with three (3), One (1) year renewal options

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
21537	**Net 30**	**Freight Prepaid**	**FOB Destination**	**Best Way**

Buyer		Deliver To Contact
Corey Sidlo Email: **CSidlo@coj.net**		**Jill Haile** E-mail: **jhaile@coj.net**

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	Requesting PO for Overdrive POA 71968-22 00111.185102.566010.000000.00000000.00000.0000000	1,154,479.61				

This line references Document (Contract Purchase Agreement) POA-71968-22.

Attachments

Type	File Name or URL	Title	Description
File	GC-#1559865-v1-Overdrive_#71968-22_Services_Contract-Books_and_Audio__Visual (1).PDF	GC-#1559865-v1-Overdrive_#7196	OGC CONTRACT

Ship To
JPL - Support Services
3435 University Blvd North
JACKSONVILLE, FL 32277

Promised 1,154,479.61

Requested

Contract Purchase Agreement Release 671150-24

Line	Item	Price	Quantity	UOM	Ordered	Taxable

1/18/24

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total	**1,154,479.61**
Total	**1,154,479.61**

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no. 59-89-0120K. Florida State sales and use tax exemption no. 85-8012621607C-8 All original invoices shall be submitted to: COJ1CloudInvoices@coj.net Email Subject: inv_300000008806179	Approved by Dustin L. Freeman, Chief of Procurement Division

Contract Purchase Agreement Release 671150-24

GENERAL CONDITIONS

1. RESERVATIONS: The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of the Invitation to Bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds were required. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby. All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted. Buyer reserves the right to terminate the Contract or Purchase Oder at any time and for any reason by giving written notice to Contractor unless otherwise specified within the solicitation documents. If the Contract or Purchase Order is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Goods or Services provided to the date of termination.

2. TAXES: The City of Jacksonville, Florida is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000.344.

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

4. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

5. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City".

6. OFFICE OF INSPECTOR GENERAL: The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*.

7. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

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

9. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and
b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

10. LICENSES REQUIREMENT: By acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

11. ELECTRONIC PAYMENTS: Vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.

12. CONTRACTOR REPRESENTATION: If this Agreement is for goods or services of $1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:

a. Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;
b. Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
c. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or
d. Has been engaged in business operations in Cuba or Syria.

13. PUBLIC RECORDS: In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

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

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

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

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

a. Jacksonville Small Emerging Business (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.
b. Third-Party Liability – The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

15. PUBLIC ENTITY CRIME INFORMATION: A person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

16. AUDIT PROVISION: A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

17. W-9 REQUIREMENT: It is the vendor's responsibility to ensure that the City has a current W-9 on file.

18. INDEMNIFICATION: The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or it's using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the Negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.

a. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

19. INSURANCE: Each supplier shall maintain insurance coverage as stated in the Invitation to Bid for the entire term of this contract. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

20. DELIVERY: A packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

21. PICK UP AND RETURNS: The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

22. INVOICING: Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms shall be Net 45 days, unless otherwise agreed upon between buyer and supplier. All original invoices shall be submitted to: COJ1CloudInvoices@coj.net Email Subject: inv_300000008806179

23. REPORTING: The City may request, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

24. SUPPLIER ACCESSIBILITY: The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

25. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING: Pursuant to Section 287.05701, Florida Statutes, as amended, Contractor is hereby notified that the City in awarding contracts to vendors may not:

a. Request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and,
b. Give preference to a vendor based on the vendor's social, political, or ideological interests.

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JACKSONVILLE PUBLIC LIBRARY

Start Here. Go Anywhere.

DATE: September 16, 2024

TO: Dustin Freeman, Chief of Procurement

FROM: Stephanie Miller, Senior Manager of the Library Collection

SUBJECT: **ESC-0371-22 Library Materials - Baker & Taylor, LLC POA-71966-22, Midwest Tape, LLC POA-71967-22 and OverDrive Inc., POA-71968-22 FY25 Funding Request**

ESC-0371-22 Library Materials- Baker & Taylor, LLC POA-71966-22, Midwest Tape, LLC POA-71967-22 and OverDrive Inc., POA-71968-22 were awarded in the form of a competitively bid contract (Attached).

Jacksonville Public Library respectfully requests to increase supplier's awards with Baker & Taylor, Midwest Tape, and OverDrive in the amount of $3,776,327.61 as listed below. The total revised estimated expenditure not to exceed amount of ESC-0371-22 will be $11,328,612.36.

We request supplier contract be increased according to the funding below:

Baker & Taylor LLC POA-71966-22 Amendment #3
$1,592,848 should be added to account General funds
00111.185102.566010.000000.00000000.00000.0000000
Total expenditure not to exceed $5,018,544

Midwest Tape LLC POA-71967-22 Amendment #5
$1,029,000 should be added to account General funds
00111.185102.566010.000000.00000000.00000.0000000
Total expenditure not to exceed $3,901,109.14

OverDrive Inc. POA-71968-22 Amendment #2
$1,154,479.61 should be added to account General funds
00111.185102.566010.000000.00000000.00000.0000000
Total expenditure not to exceed $2,408,959.22

If you have questions or need additional information regarding this request, please contact Stephanie Miller, Senior Manager of Library Collections at 255-6185.

Thank you for your consideration.

CC: Gretchen Mitchell, Deputy Chief Librarian Support Services, Jacksonville Public Library
Dr. Leslie Jones, Director Library Finance & Budget, Jacksonville Public Library