

9509-01

**C O N T R A C T
B E T W E E N
T H E C I T Y O F J A C K S O N V I L L E
A N D
P R I O R I T Y T R A N S P O R T A T I O N G R O U P , I N C .
F O R**

Ground Delivery Services for the Jacksonville Public Library

THIS CONTRACT (the "Contract"), executed as of this 22 day of Oct, 2014, by and between the CITY OF JACKSONVILLE, FLORIDA (hereinafter sometimes called the "Owner" or the "City"), a municipal corporation, in Duval County, Florida, and PRIORITY TRANSPORTATION GROUP, INC. D/B/A PRIORITY COURIERS, a Florida corporation, with offices located at 4344 Philips Highway, Jacksonville, Florida 32207 (hereinafter called the "Contractor").

WITNESSETH, that for the consideration and under the provisions hereinafter stated and referred to moving from each to the other of said parties, respectively, it is mutually understood and agreed as follows:

1. That Contractor is the lowest responsive and responsible bidder for furnishing, not by way of limitation, all labor, materials, equipment and performing all operations necessary for providing ground delivery services to the Jacksonville Public Library (the "Services"), all in accordance with plans and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made September 9, 2014.

2. The Contractor will, at its own cost and expense, do the work required to be done and furnish the materials required to be furnished on said work in accordance with plans and specifications prepared by City of Jacksonville Procurement Division, bid numbered SC-0610-14, bid date August 13, 2014, designated as *BID SPECIFICATIONS FOR GROUND*

DELIVERY SERVICE FOR THE JACKSONVILLE PUBLIC LIBRARY (REBID), and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of the said Contractor, and award therefor (hereinafter collectively called the "Contract Documents") now on file in the Office of the Division Chief of the Procurement Division of the City of Jacksonville, all of which are, by this reference, hereby specifically made a part hereof to the same extent as if fully set out herein. This Contract is a unit price services contract, based upon unit prices submitted by Contractor as detailed in the Contract Documents. The City does not guarantee any work or any quantities to Contractor under this Contract; accordingly the parties agree that the City's financial obligation under this Contract is ZERO AND NO/100 DOLLARS (\$0.00). Financial obligations of the City, if any, and encumbrances of lawfully appropriated funds may be created by subsequent check request in variable amounts subject to a limit up to but not-to-exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), to be encumbered by subsequent check requests. Of that amount, at this time, ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00) shall be encumbered by City upon the execution of this Contract. The Contractor shall not commence work or deliver or provide any quantities under this Contract unless and until it receives written notice from City to do so.

3. On Contractor's faithful performance of this Contract, the Owner will pay the Contractor in accordance with the terms and on the conditions stated in the Contract Documents.

4. Notwithstanding any provision to the contrary in this Contract or in the Contract Documents, the Owner has the absolute right to terminate this Contract without cause, for convenience, by giving the Contractor thirty (30) days advance written notice of the date of

termination. Such notice shall be delivered by Certified United States Mail, return receipt requested; or by any other delivery method with evidence of receipt, to the Contractor's representative who signed this contract, at the address specified on the signature page.

5. This Contract has an initial term of one year, commencing October 1, 2014 through September 30, 2015, with three (3), one (1) year renewal options. Renewal options will be exercised at the sole discretion of the City.

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

7. In the event this Contract meets the statutory threshold, Contractor has certified that it is not listed on either 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. Pursuant to section 287.135(5), F.S., contractor agrees the CITY may terminate this Contract immediately without penalty if Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, in duplicate, the day and year first above written.

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

OWNER:

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

By James R. McCain, Jr.
Corporation Secretary
 Karen Bowling
Alvin Brown, Mayor

In accordance with Section 24.03(e) of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

C. Ronald Belton
Director of Finance 9509-01

Encumbrance & funding information is found on the next page.

Form Approved:

[Signature]
Office of General Counsel

CONTRACTOR:

ATTEST:

PRIORITY TRANSPORTATION GROUP, INC.

Signature

Type/Print Name

Title

Steven Lukenbach
Signature
Steven Lukenbach
Type/Print Name
President
Title

ENCUMBRANCE & FUNDING INFORMATION:

Account.....

Amount.....

TOTAL.....