

RESOLUTION NO: 2019-68

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO PIGGYBACK CITY OF JACKSONVILLE CONTRACT #9544-01, FOR REGISTRY OF FORECLOSED/ABANDONED PROPERTIES, AND EXECUTE AN AGREEMENT FOR MISC NO. 19-05; REGISTRY OF FORECLOSED/ABANDONED PROPERTIES IN ST. JOHNS COUNTY.

RECITALS

WHEREAS, the County seeks to enter into an agreement for Registry of Foreclosed/Abandoned Properties in St. Johns County for the Growth Management Department; and

WHEREAS, on February 19, 2019, the Board of County Commissioners of St. Johns County, Florida enacted Ordinance No: 2019-13 Defaulted and Abandoned Property Registry; and

WHEREAS, the professional services for development, implement and management of a secure web-based system to register foreclosed properties, and to collect property registration fees are provided by Property Registration Champions, LLC d/b/a PROCHAMPS under the City of Jacksonville Contract #9544-01, and the County seeks to piggyback the contract in order to establish a registry of foreclosed/abandoned properties in St. Johns County; and

WHEREAS, the fee for each registration of foreclosed/abandoned properties, paid by the mortgage holder and/or property manager, is \$250.00; and

WHEREAS, Property Registration Champions, LLC d/b/a PROCHAMPS will retain \$100.00 of each registration processed/collected with the remainder going to the County.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to piggyback the City of Jacksonville Contract for Registry of Foreclosure/Abandoned Properties by Property Registration Champions, LLC d/b/a PROCHAMPS.

Section 3. The County Administrator, or designee, is further authorized to conduct negotiations with Property Registration Champions, LLC d/b/a PROCHAMPS to provide the services set forth therein.

Section 4. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided the City of Jacksonville Contract #9544-01.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

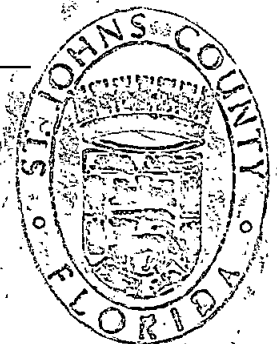
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 5 day of March, 2019.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk
By: Pam Lathman
Deputy Clerk

RENDITION DATE 3/8/19





PIGGYBACK CONTRACT AGREEMENT
MISC 19-05; Registry of Foreclosed and Abandoned Properties
Master Contract No: 19-MAS-PRO-10361
Original City of Jacksonville Contract No: 9544-01

This Contract Agreement ("Agreement") is made as of this ____ day of _____, 2019 ("Effective Date") between ST. JOHNS COUNTY, FL ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and Property Registration Champions, LLC, d/b/a ProChamps ("PRC"), authorized to do business in the State of Florida, with offices located at: 2725 Center Place, Melbourne, FL 32940; Phone: (321) 421-6639; Fax: (321) 396-7776; Email: sblasie@prochamps.com.

As provided in the St. Johns County Purchasing Code, the County and PRC hereby enter into this Agreement in consideration of the mutual promises contained herein, the County and the PRC agree as follows:

ARTICLE 1 – DURATION and EXTENSION

This Contract Agreement shall become effective upon the Effective Date shown above. The duration of this Agreement shall continue for the full effective term of the Original Contract between the City of Jacksonville and PRC, attached hereto and incorporated herein.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include this Agreement together with any subsequent executed amendments; the Original Contract between City of Jacksonville and PRC together with any executed amendments thereto; and City of Jacksonville Request For Proposal (RFP) No. P-38-15 together with all addenda/exhibits thereto (attached hereto as Exhibit "B"). The Contract Documents are hereby incorporated into and made part of this Agreement and, which in case of conflict, shall have priority in the order listed above.

ARTICLE 3 – SCOPE OF SERVICES

PRC shall develop or acquire and maintain a web-based electronic database of searchable property records and provide all required services necessary to implement the real property registry which allows all mortgage holders the opportunity to go online and register vacant properties and fee collection requirements; identify real properties determined to be "abandoned" within St. Johns County, Florida as well as the mortgagee that holds a mortgage on real property and has declared its mortgage to be in default, as specified in the Scope of Work detailed in Exhibit "A" and as otherwise provided in the Contract Documents. PRC shall perform the work at the general direction of the County Growth Management Department, or authorized County designee, who shall act as the County's representative during the performance of this Agreement.

ARTICLE 4 – COMPENSATION

PRC shall charge a fee ("Fee") of \$250.00 as directed by the County to each registering party ("Registrant") to register all mortgagees of foreclosed and abandoned properties in St. Johns County. The PRC shall retain \$100.00 of each collected Fee and remit the balance of \$150.00 to the County. The PRC shall forward payment of the County's portion of the Fee to the County's finance department no later than the fifteenth (15th) day of the following month. In the event the County requires payment of late fees as a part of the registration requirements, the PRC shall collect all applicable late fees and remit to the County pursuant to the monthly remittance schedule.

ARTICLE 5 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the PRC of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least fourteen (14) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 6 – PERSONNEL

PRC represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County. All of the Services required hereunder shall be performed by the PRC, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services. The PRC warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 - INSURANCE

PRC shall furnish proof of insurance to the County prior to performance under this Agreement. The certificate(s) of insurance shall clearly indicate PRC has obtained insurance of the type, amount, and classification as required herein, and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. **Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate.** Compliance with the foregoing requirements shall not relieve the PRC of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
 500 San Sebastian View
 St. Augustine, FL 32084

PRC shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect PRC from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the PRC or by anyone directly employed by or contracting with the PRC.

PRC shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the PRC from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the PRC or by anyone directly or indirectly employed by a PRC.

PRC shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

PRC shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

ARTICLE 8 - INDEMNIFICATION

PRC shall indemnify and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the PRC and other persons employed or utilized by the PRC.

ARTICLE 9 - NO THIRD PARTY BENEFICIARIES

Both the County and the PRC explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 10 - EXCUSABLE DELAYS

The PRC shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the PRC's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the PRC's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the PRC and its subcontractor(s) and is without the fault or negligence of either of them, the PRC shall not be deemed to be in default.

Upon the PRC's request, the County shall consider the facts and extent of any delay in performing the work and, if the PRC's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 11 - INDEPENDENT PRC RELATIONSHIP

PRC is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the County.

ARTICLE 12 - ENTIRETY OF CONTRACTUAL AGREEMENT

County and PRC agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both County and PRC.

ARTICLE 13 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 14 - FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in St. Johns County, Florida.

ARTICLE 15 - ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 16 - NOTICES

All notices required in this Contract Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Jaime Locklear, MPA, CPPB, FCCM, Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the PRC shall be mailed to:

Property Registration Champions, LLC, d/b/a ProChamps
Attn: David Mulberry, President/CEO
2725 Center Place
Melbourne, FL 32940

ARTICLE 17 - PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Agreement constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor

or keep and maintain public records required by the County to perform the Services.

- C. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
- D. Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN: Public Records Manager, 500 San Sebastian View, St. Augustine, FL 32084, PH: (904) 209-0805, EMAIL: publicrecords@sjcfl.us.

ARTICLE 18 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the PRC may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

IN WITNESS WHEREOF, authorized representatives of the County, and PRC have executed this Agreement on the day and year below noted.

ST. JOHNS COUNTY, FL:

Printed Name County Representative

Title

Signature of County Representative

Date of Execution

**ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT**

Deputy Clerk

Date

LEGALLY SUFFICIENT:

Deputy County Attorney

Date of Execution

PRC:

Property Registration Champions, LLC, d/b/a ProChamps
Company Name

Signature of PRC Representative

Printed Name & Title

Date of Execution

MISC 19-05; REGISTRY OF FORECLOSED AND ABANDONED PROPERTIES

EXHIBIT "A"

SCOPE OF WORK

Property Registration Champions, LLC, d/b/a ProChamps will provide qualified expertise and experience in developing, implementing and maintaining a web-based system for the registration and tracking of properties falling under the requirements for registration according to the provisions of St. Johns County, Florida Code of Ordinances, _____ Mortgage Foreclosure Registration. Services shall include, but not be limited to the following:

1. The PRC will develop or acquire and maintain a web-based electronic database of searchable property records and provide all required services necessary to implement the real property registry which allows all mortgage holders the opportunity to go on-line and register vacant properties and fee collection requirements.
2. Identify real properties determined to be "abandoned" within St. Johns County, Florida (the "County") as well as the mortgagee that holds a mortgage on real property and has declared its mortgage to be in default. Additionally, provide tracking of occupancy status for all properties required to be registered.
3. Notify mortgage holder of its requirement to register properties within ten (10) calendar days of the date that the mortgagee declares its mortgage to be in default pursuant to County Ordinance _____.
4. Provide the mortgage holder with detailed instructions on how to register the property, identify information required to complete the registry, access to the registry system, select and identify the local property manager, and any other information necessary by the mortgage holder to complete the registration of the property.
5. Train and provide support with the responsible person for the lender/mortgagee to electronically register the information.
6. Provide the County with free access to and training on the web-based electronic registry system and reporting tools.
7. Provide any necessary reporting of registry data to the Buyer as well as provide system access for the County to create and generate reports via the Internet.
8. Provide the financial accounting of property registrations and identify those that are in compliance with the ordinance, as well as those that have not or are not meeting their financial obligations.
9. Provide company annual audited financials and other requested materials upon request by the County.
10. Track and report all changes of information in status and, at a minimum, update information on a monthly basis.

MISC 19-05; REGISTRY OF FORECLOSED AND ABANDONED PROPERTIES

EXHIBIT "B"

CITY OF JACKSONVILLE CONTRACT NO. 9544-01 AND AMENDMENTS



St. Johns County-PROCHAMPS Pricing Sheet

Fee	PROCHAMPS Portion
\$250.00 Initial Registration Fee	\$100.00
\$250.00 Renewal Registration Fee	\$100.00
\$250.00 Transferee Registration Fee	\$100.00
\$25.00 Late Fee Every 30 Days	\$0

2725 Center Place
Melbourne, FL 32940



ORIGINAL

**SERVICES CONTRACT BETWEEN
THE CITY OF JACKSONVILLE AND COMMUNITY CHAMPIONS CORPORATION
(Registry of Vacant/Abandoned Properties in Duval County, Florida)**

THIS CONTRACT, made and entered effective as of October 1, 2015 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a municipal corporation existing under the constitution and the laws of the State of Florida (the "City"), and **COMMUNITY CHAMPIONS CORPORATION**, a Florida corporation (the "Consultant").

RECITALS

WHEREAS, the City issued a Request for Proposal No. P-38-15 (the "RFP") for certain services described in the RFP (the "Services"); and

WHEREAS, based on Consultant's response to the RFP dated September 3, 2015, consisting of 39 pages (the "Response"), the City has negotiated and awarded this Contract to Consultant; and

WHEREAS, pursuant to the Professional Services Evaluation Committee ("PSEC") Award letter dated September 24, 2015, and approved on September 28, 2015, for the RFP, the City hereby engages the services of the Consultant as more particularly set forth in **Attachment A** (the "Services").

NOW THEREFORE, in consideration of the mutual premises and covenants and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation by Reference.** The above stated recitals are true and correct and, by this reference, are made a part hereof and are incorporated herein. Any exhibit or attachment to this Contract that is referenced in this Contract, is, by this reference, made a part of this contract and is incorporated herein.
2. **Performance of Services.** The Consultant agrees to perform the services as specified in the RFP and the Response Sheet, more specifically set forth in **Attachment A**. If a conflict exists between the terms of service specified in the RFP and those set forth in Attachment A, the terms of service in Attachment A will prevail.
3. **Compensation.** The Consultant will be paid by the City for the Services as specified on the price sheets attached as **Attachment B**.
4. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance code*, the City's maximum indebtedness, for all products and services under this Contract shall be a fixed monetary amount not-to-exceed Zero and No/100 (\$0.00).
5. **Term.** The Initial term of this Contract shall commence on the Effective Date and shall **expire on September 30 2017**, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to three (3) additional one (1) year periods by (i) the City, at its sole discretion, upon sixty (60) days'

notice prior to end of the then-current term upon terms mutually agreed by the parties.

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

- This document, as modified by any subsequent signed amendments
- Any amendments to the RFP
- Specific Information Regarding The RFP (Section 1 of the RFP)
- Description of Services 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.

7. **Audit.** The Planning and Development Department, where Housing and Community Development operates, and the City Council Auditors, shall have the right, during normal business hours, to enter the vendor's business property, upon reasonable prior notice, to inspect the operations and facilities of the vendor and to audit, inspect and examine the vendor's books and records and state and federal tax returns, insofar as they relate to compliance with the contractual provisions, this Chapter and any rules adopted by the Planning and Development Department pursuant hereto. This information shall include, but not be limited to, the following: billing rates, billing amounts, accounts receivable and list of accounts. Additionally, the City Council Auditors may communicate directly with customers (mortgagees in this case) for the purpose of confirming compliance with this Section. To the extent authorized by Section 119.165, Florida Statutes, or other applicable law, this information shall remain confidential. Refusal to permit inspection shall be cause for suspension or revocation of the vendor contract. The vendor shall deliver to the Planning and Development Department a true and correct monthly report of gross receipts generated during the previous month for all registrations, fees, and penalties within the City on or before the last day of each month. The vendor shall, on or before 90 days following the close of the City's fiscal year, deliver to the Planning and Development Department a statement of its annual gross receipts generated from accounts within the City reflecting gross receipts within the City for the preceding City fiscal year. The statement shall be audited by an independent certified public accountant licensed to do business in the state, and shall be accompanied by the certified public accountant's opinion of its accuracy without qualifications or reservations. If a conflict exists between the terms of the RFP as to the audit and the provisions of this contract, this contract shall prevail.

Remainder of page left blank intentionally

8. **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:

City of Jacksonville
Housing and Community Development Division
214 North Hogan Street, 3rd Floor
Jacksonville, Florida 32202
Attn: Chief

With a Copy to:

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

As to the Consultant:

Community Champions Corporation
6767 North Wickham Road, Suite 500
Melbourne, Florida 32940
Attn: David Mulberry, CEO
(321) 421-6639, (321) 396-7776 (fax)

9. **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, the City's Contract Manager is T. Scott McLarty 214 North Hogan Street, 3rd Floor Jacksonville, Florida 32202, and the Consultant's Contract Manager is David Mulberry, 6767 North Wickham Road, Suite 500 Melbourne, Florida 32940. 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.

10. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the Consultant. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein, shall be binding. The Consultant 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. The Consultant acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

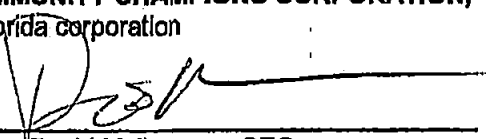
11. **Amendments.** All changes to, additions to, modifications of or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

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

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

IN WITNESS WHEREOF, the parties hereto duly execute this Contract as of the day and year first written above.

COMMUNITY CHAMPIONS CORPORATION,
a Florida corporation

By: 

David Mulberry as CEO

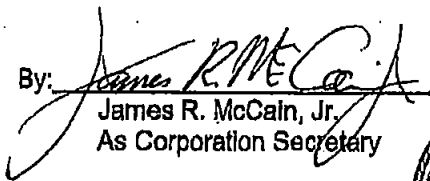
CONSULTANT INFORMATION

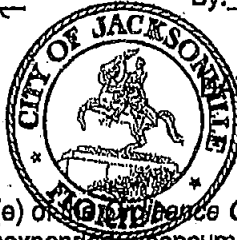
Name: Community Champions Corporation
Contact: David Mulberry
Address: 6767 North Wickman Road, Suite 500
Melbourne, Florida 32940
Telephone: (321) 421-6639 Fax: (321) 396-7776
E-Mail: sblasie@cchampions.com
Federal Tax Identification Number: 26-4760904
Data Universal Numbering System (DUNS Number):
Central Contractor Registration (CCR Number):

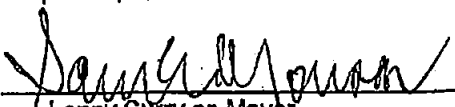
[Signature page of the City of Jacksonville to immediately follow this page.]

ATTEST:

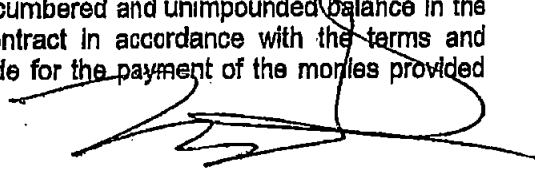
CITY OF JACKSONVILLE, a Florida
municipal corporation

By: 
James R. McCain, Jr.
As Corporation Secretary

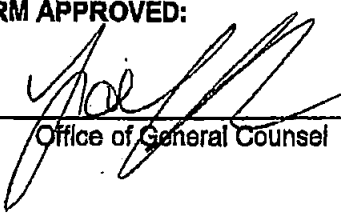


By: 
Lenny Curry as Mayor
DATED: 10/29/15

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


As Director of Finance
Contract # 9544.01

FORM APPROVED:

By: 
Office of General Counsel

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G:\Gov't Operations\Stockwell\Housing Department\foreclosure registry\Fcls Registry - Community Champions contract.doc

ATTACHMENT A

Scope of Work

SCOPE OF WORK

Community Champions Corporation ("Consultant") will provide qualified expertise and experience in developing, implementing and maintaining a web based system for the registration and tracking of properties falling under the requirements for registration according to the provisions of the City of Jacksonville Code of Ordinances, Chapter 179 Mortgage Foreclosure Registration. Services shall include, but not be limited to the following:

1. The Consultant will develop or acquire and maintain a web-based electronic database of searchable property records and provide all required services necessary to implement the real property registry which allows all mortgage holders the opportunity to go on-line and register vacant properties and fee collection requirements.
2. Identify real properties determined to be "abandoned" within the City of Jacksonville, Florida (the "City") as well as the mortgagee that holds a mortgage on real property and has declared its mortgage to be in default. Additionally, provide tracking of occupancy status for all properties required to be registered.
3. Notify mortgage holder of its requirement to register properties within ten (10) days of the date that the mortgagee declares its mortgage to be in default pursuant to City Ordinance 2015-340-E.
4. Provide the mortgage holder with detailed instructions on how to register the property, identify information required to complete the registry, access to the registry system, select and identify the local property manager, and any other information necessary by the mortgage holder to complete the registration of the property.
5. Train and provide support with the responsible person for the lender/mortgagee to electronically register the information.
6. Provide the City with free access to and training on the web-based electronic registry system and reporting tools.
7. Provide any necessary reporting of registry data to the Buyer as well as provide system access for the City to create and generate reports via the Internet.
8. Provide the financial accounting of property registrations and identify those that are in compliance with the ordinance, as well as those that have not or are not meeting their financial obligations.
9. Provide company annual audited financials and other requested materials upon request by the City.
10. Track and report all changes of information in status and, at a minimum, update information on a monthly basis.

ATTACHMENT B

(See Attached)

Exhibit B

Form 1 - Price Sheet

NAME OF CONSULTANT

Community Champions

Proposal Number

P-38-15

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):
** See below please*
2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:
Principal (Partner or Senior Officer): \$ *0* /hr.
Project Manager (Responsible Professional): \$ *0* /hr.
3. Other Direct Project Costs per Unit (please specify)
N/A

4. Estimated percentage of total fee to be performed by sub-Consultants *0* %
5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel
N/A

New and Renewal Registration Fee - CChampions maintains a straight forward business model with respect to registration fees, charges and costs. Our registration revenue share agreements simply state that CChampions retains \$100.00 of each registration processed/collected with the remainder going to the community. CChampions reserves the right to approach the city to renegotiate fees for each renewal year.

Late Registration Fee - Jacksonville's ordinance requires a \$50 late fee. When collected this \$50 late fee will be entirely remitted by CChampions to the community.

Registration Update Fee - Jacksonville's ordinance requires a \$50 update fee. This \$50 update fee will be retained by CChampions with no portion being remitted to the community.

9544-01
And 1

**FIRST AMENDMENT TO SERVICES CONTRACT BETWEEN
THE CITY OF JACKSONVILLE AND COMMUNITY CHAMPIONS CORPORATION
FOR REGISTRY OF FORECLOSED/ABANDONED PROPERTIES**

THIS FIRST AMENDMENT to Services Contract is made and entered into this 1st day of Dec, 2017, by and between the **CITY OF JACKSONVILLE**, a municipal corporation existing under the constitution and the laws of the State of Florida (the "City"), and **COMMUNITY CHAMPIONS CORPORATION**, a Florida corporation (the "Consultant").

RECITALS

WHEREAS, effective as of October 1, 2015, City and Consultant made and entered into City Contract No. 9544-01 (the "Contract"); and

WHEREAS, from October 1, 2017, through the day and year first above written, the parties have worked together continuously and without interruption; and

WHEREAS, said Contract has not been amended previously; and

WHEREAS, said Contract should be amended by accepting, adopting, and ratifying all actions of the parties under said Contract from October 1, 2017, through the day and year first above written, and by exercising the first of three renewal options so as to extend the period of service through September 30, 2018, with two (2) one-year renewal options remaining, with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of the mutual premises and covenants and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

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

2. All actions of the parties under the provisions, terms, and conditions of said Contract from October 1, 2017, through the day and year first above written, are accepted, adopted, and ratified.

3. Section 5 of said Contract is amended by exercising the first of three renewal options so as to extend the period of service through September 30, 2018, with two (2) one-year renewal options remaining, and as amended shall read as follows:

"5. **Term.** The initial term of this Contract shall commence on the Effective Date and shall expire on September 30 2018, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to two (2) additional one (1) year periods by the City, in its sole discretion, upon sixty (60) days' notice prior to end of the then-current term upon terms mutually agreed by the parties."

SAVE AND EXCEPT as expressly amended in this instrument, the provisions, terms,



City of Jacksonville, Florida

Lenny Curry, Mayor

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

ONE CITY. ONE JACKSONVILLE.

October 12, 2017

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

Dear Mayor Curry:

Re: P-38-16 Registry of Foreclosed/Abandoned Properties (Amendment No. 1)
Neighborhoods Department

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of amending the above-referenced contract.

The following motion/recommendation was adopted.

That Contract No. 9544-01 between the City of Jacksonville and Community Champions Corporation for Registry of Foreclosed/Abandoned Properties be amended to: ratify the contract from October 1, 2017 to October 12, 2017 and extend the period of service through September 30, 2018, with two (2) one-year renewal options remaining. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.

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

Respectfully submitted,

Gregory Peace
For: Gregory Peace, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:

Lenny Curry
Lenny Curry, Mayor

This is a copy of *October 12, 2017*

GP:cb

cc: Council Auditor
Jim Clark, CGO
Margo Gray, CAO
Subcommittee Members

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

EXHIBIT A

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

2018
THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT ("Assignment") is effective as of the 31 day of Jan 2017 (the "Effective Date"), by and among COMMUNITY CHAMPIONS CORPORATION, a Florida corporation, ("Assignor"), PROPERTY REGISTRATION CHAMPIONS, LLC, a Florida limited liability company ("Assignee") and the CITY OF JACKSONVILLE, a Florida municipal corporation ("City").

BACKGROUND FACTS

A. Assignor and City are parties to that certain Services Contract for Registry of Foreclosed/Abandoned Properties dated October 1, 2015 pursuant to the City's RFP #P-38-15, as amended by that certain First Amendment dated December 1, 2017 (City Contract # 9544-01) (the "Agreement").

B. Assignee is a wholly owned subsidiary of Assignor.

C. Assignor has represented to City that immediately after the Effective Date, Assignee will perform all of Assignor's obligations under the Agreement in the same manner as performed by Assignor.

D. Assignor possesses all right, title and interest in and to the Agreement and desires to assign, transfer and convey the Agreement to Assignee, and Assignee desires to accept such assignment and transfer upon the terms and conditions set forth herein.

E. The City's Professional Services Evaluation Committee and Mayor approved the City's consent to the assignment of the Agreement from Assignor to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Background Facts. The background facts as set forth above are agreed to be true and correct and are incorporated herein by this reference.

2. Assignment. As of the Effective Date, Assignor hereby assigns, transfer and conveys to Assignee all of its right, title and interest in, to and under the Agreement, and delegates to Assignee all of its now existing and hereafter arising duties and obligations under the Agreement.

3. Assumption. As of the Effective Date, Assignee acknowledges and accepts the foregoing assignment and delegation and expressly assumes, confirms and agrees to perform, comply with and observe all of the covenants, agreements, terms, conditions, obligations, duties and liabilities of Assignor under the Agreement, regardless of when such covenants, agreements, terms, conditions, obligations, duties and liabilities accrued, arose, or were incurred, together with all

outstanding and future obligations of any kind whatsoever related thereto as and when due to be paid and performed.

4. City Consent. By executing this Assignment, the City expressly agrees and consents to and acknowledges Assignor's assignment of the Agreement, pursuant and subject to the terms of this Assignment. This consent is expressly limited to the assignment to and assumption by Assignee pursuant hereto and shall not be deemed to be the consent to or authorization for any further or other assignment of the Agreement. Nothing contained in this Assignment shall be construed as modifying, waiving or affecting any of the provisions, covenants, terms and conditions or any of City's rights or remedies under the Agreement other than as specifically set forth herein. The parties hereby agree that Assignee shall be substituted for Assignor for the purposes of the Agreement. The parties hereby acknowledge that City's consent to this Assignment does not waive any rights the City may have to take action against Assignor with respect to any breaches of the Agreement by Assignor occurring prior to the Effective Date, and Assignor shall remain fully bound by and subject to the terms, conditions and covenants set forth in the Agreement, and the City may continue to look to Assignor to enforce all of the terms and conditions of the Agreement as if the assignment contemplated hereby had not occurred.

5. Further Assurances. Assignor and Assignee each agree, upon request by City, to execute, acknowledge and deliver or cause to be delivered such further instruments and do such further acts as may be necessary to carry out the purpose and intent of this Assignment.

6. Effect. All terms and conditions of the Agreement shall remain in full force and effect.

7. Successors. All future transfers and assignments of the Agreement transferred and assigned hereby are subject to the transfer and assignment provisions of the Agreement. This Assignment shall inure to the benefit of, and be binding upon, the permitted successors and assigns of the parties hereto.

8. Counterpart Execution. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterparts to this Assignment may be sent by pdf or facsimile and shall be acceptable and binding for all purposes.

9. Authority. Each of Assignor and Assignee represents and warrants to City that it has full right and authority to execute and perform its obligations under this Assignment and the Agreement, and the person(s) executing this Assignment on Assignor and Assignee's behalf represent and warrant to City that such person(s) are duly authorized to execute this Assignment and that all necessary approvals have been obtained to execute this Assignment. Assignor and Assignee shall deliver to City promptly upon request all documents reasonably requested by City to evidence such authority.

[Remainder of page intentionally left blank by the parties; signatures pages follow immediately.]

IN WITNESS WHEREOF, Assignor, Assignee and City have executed this Assignment effective as of the Effective Date.

WITNESS:

ASSIGNOR:

COMMUNITY CHAMPIONS CORPORATION

Anne Norris
Print Name: Anne Norris

By: *David Mulberry*
Print Name: David Mulberry
Its: President/CEO

WITNESS:

ASSIGNEE:

PROPERTY REGISTRATION CHAMPIONS,
LLC

Anne Norris
Print Name: Anne Norris

By: *Danielle Kieselhorst*
Name: Danielle Kieselhorst
Title: Director of Operations

[City signature page to immediately follow]

ATTEST:

CITY OF JACKSONVILLE, a Florida
municipal corporation

By: James R. McCain, Jr.
Corporation Secretary



By: Lenny Curry
Mayor

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

In accordance with 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.

By: [Signature]
Director of Finance

Form Approved:

Office of General Counsel

By: [Signature]

GC-#1177764-v1-Community_Champions_Assignment.doc

 **ORIGINAL**

**SECOND AMENDMENT TO SERVICES CONTRACT BETWEEN
CITY OF JACKSONVILLE AND PROPERTY REGISTRATION CHAMPIONS, LLC
FOR REGISTRY OF FORECLOSED/ABANDONED PROPERTIES**

THIS SECOND AMENDMENT to Services Contract is made and entered into this 26
day of Sept, 2018, by and between the CITY OF JACKSONVILLE, a municipal
corporation existing under the constitution and the laws of the State of Florida (the "City"), and
PROPERTY REGISTRATION CHAMPIONS, LLC, a Florida limited liability company (the
"Consultant").

RECITALS

WHEREAS, effective as of October 1, 2015, City and Consultant made and entered into
City Contract No. 9544-01 (the "Contract"); and

WHEREAS, said Contract has been amended once previously; and

WHEREAS, said Contract should be amended further by exercising the second of three
(3) one-year renewal options so as to extend the period of service from October 1, 2018,
through September 30, 2019, with one (1) one-year renewal option remaining, with all other
provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of the mutual premises and covenants and for other good and
valuable consideration, the adequacy and receipt of which is hereby acknowledged, the
parties agree as follows:

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

2. Section 5 of said Contract is amended by exercising the second of three (3)
one-year renewal options so as to extend the period of service from October 1, 2018,
through September 30, 2019, with one (1) one-year renewal option remaining, and as
amended shall read as follows:

"5. Term. The term of this Contract shall commence on the Effective
Date and shall expire on September 30 2019, unless sooner terminated by either
party in accordance with the terms of the RFP. This Contract may be renewed for
one (1) additional one-year period by the City, in its sole discretion, upon sixty
(60) days' notice prior to end of the then-current term upon terms mutually
agreed by the parties."

SAVE AND EXCEPT as expressly amended in this instrument, the provisions, terms,
and conditions of said Contract, as previously amended, shall remain unchanged and shall
continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto duly execute this Second Amendment as of the day and year first written above.

WITNESS:

PROPERTY REGISTRATION
CHAMPIONS, LLC

By: *Alice W. Newman*

By: *David Mulberry*
David Mulberry, CEO

Print Name: Alice W. Newman

ATTEST:

CITY OF JACKSONVILLE

By: *James R. McCain, Jr.*
James R. McCain, Jr.
Corporation Secretary



By: *Sam E. Mousa*
Lenny Curry, Mayor Sam E. Mousa

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

In compliance 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 Contract in accordance with the terms and conditions thereof and that provision has been made for the payment of the monies provided therein to be paid.

[Signature]

Director of Finance
Contract #9544-01, 2nd Amendment

[Handwritten initials]

FORM APPROVED:

By: *James R. McCain, Jr.*
Office of General Counsel



ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

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

August 16, 2018

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

Dear Mayor Curry:

Ref: P-38-15 Foreclosure Property Registry (Amendment No. 3) (OGC2)
Neighborhoods Department

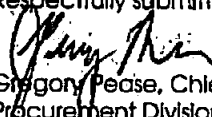
The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of amending the above referenced contract.

The following motion/recommendation was adopted:

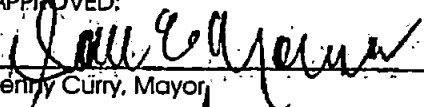
That Contract No. 9544-01 between the City of Jacksonville and Community Champions Corporation for Registry of Foreclosed/Abandoned Properties be amended to: (1) exercise the second of three one-year renewal options extending the period of service from October 1, 2018 through September 30, 2019 with one (1) renewal option remaining. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.

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

Respectfully submitted,


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

MR APPROVED:


Lenny Curry, Mayor

This 20 day of August, 2018

GP: ab

cc: Council Auditor
Jeff Close, OGC
Melba Gray, GAO
Subcommittee Members

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



ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

Neighborhoods Department
Ed Ball Building
214 N. Hogan Street, 7th Floor
Jacksonville, FL 32202
(904) 255-7200

MEMORANDUM

TO: Chief Greg Pease, Chairman
Professional Services Evaluation Committee

08/07/18 10:52:45
Procurement Division

THRU: Operations Director Julie Adamson, Neighborhoods Department

FROM: Property Administrator Robert Ownby, Neighborhoods Department

DATE: August 07, 2018

RE: Contract Renewal to City Contract No. 9544-01

P-38-15 Am #3

The Neighborhoods Department respectfully requests a third amendment to City Contract No. 9544-01 exercising the second of three contract renewals. The requested contract amendment would renew the referenced contract through to September 30, 2019. The City procured this contract through an RFP that was dated September 3, 2015. This provider was the only respondent to the RFP and was awarded and approved on September 28, 2015. The first Amendment to this contract dated December 2017, utilized the first of three contract renewal options. The second amendment effective January 30, 2018 allowed the consultant, Community Champions Corporation, to assign its interest in the referenced agreement with the City, in whole including all amendments, to Property Registration Champions, LLC. Property Registration Champions, LLC is a wholly owned subsidiary of Community Champions Corporation.

Attachments:

City Contract No. 9544-01

Amendment #1 to Contract No. 9544-01

Amendment #2 to Contract No. 9544-01



August 15, 2018

Robert Ownby
Housing Property Administrator
City of Jacksonville
Neighborhoods Department
214 N. Hogan Street, 7th Floor
Jacksonville, FL 32202

RE: Registry of Foreclosed/Abandoned Properties

Mr. Ownby:

The contract between the City of Jacksonville and Property Registration Champions, LLC dba PROCHAMPS ("PRC") for Registry of Foreclosed/Abandoned Properties, Contract No. 9544-01 and the accompanying Amendment No. 1, expire on September 30, 2018. This letter shall serve as confirmation of PRC's agreement and desire to extend the period of service from October 1, 2018 through September 30, 2019, with one (1) one-year renewal option remaining. All other terms and conditions shall remain the same.

If you have any questions or concerns, please do not hesitate to reach out.

Sincerely,

David Mulberry
President/CEO
Property Registration Champions, LLC

2725 Center Place
Melbourne, FL 32940

PROCUREMENT DIVISION



August 3, 2015

Ref: P-38-15 Foreclosed and Abandoned Property Registry

Dear Consultant:

The Planning and Development/Housing and Community Development Division of the City of Jacksonville, Florida, will require the services of a consultant/firm to provide the referenced services. Enclosed is a copy of the Request for Proposal.

In order to establish a list of qualified, interested and available people, this letter is being directed to you. If interested in providing the specific services, please provide the City with the following:

- A) ONE (1) MANUALLY SIGNED ORIGINAL, TWO (2) HARD COPIES, AND SIX (6) EXACT COPIES on CD Rom or Thumb Drive (in pdf format excluding your financials) of your proposal, unless additional copies are otherwise requested in the Request for Proposals, specifically stating your interest and any other specific information or statements called for in the enclosed Request for Proposals.
- B) Complete information about your firm and staff qualifications.
- C) A list of projects which indicate specific background and experience in the program area being considered.
- D) A quotation of proposed rates, fees or charges and other detailed cost proposal or cost breakdown information, if applicable.
- E) Please note: THREE (3) copies of the firm's financial statement (if required), may be submitted sealed envelopes, each envelope clearly labeled "Pursuant to Section 119.071(1)(c), Florida Statutes, the document contained herein is exempt from the mandatory disclosure requirements of the Florida Public records Law. Accordingly it is not Subject to Public Inspection." Include your firm's name and the number of the project as shown above. In certain cases (roads and public works projects) may not be subject to the Public Records Law.

Please note:

- 1) Section 126.110 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, 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 proposer.

INTRA-GOVERNMENTAL SERVICES DEPARTMENT

214 N. Hogan Street, Suite 800 / Jacksonville, FL 32202 / Phone: 904.255.8800 / Fax: 904.255.8837 / www.coj.net

- 2) 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 submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or 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.
- 3) Collusion: The Proposer, by affixing his signature to this proposal agrees to the following: "Proposer certifies that this proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same service; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action."

Any questions regarding this RFP should be submitted via e-mail to Alex Baker at abaker@coj.net no later than 1:00 P.M., on Monday, August 10, 2015. The answers to the questions received will be distributed in the form of an addendum shortly thereafter. The addendum will be located on the same website as the RFP at the following address: <http://www2.coj.net/rfp/rfpdefault.asp>

If any addenda are issued to this RFP, a good faith attempt will be made to deliver a copy to each of those Proposers who, according to the records of the Division of Procurement, has requested a copy of this RFP, and it will be posted on the Procurement website. However, prior to submitting a proposal, it shall be the responsibility of the Proposer to contact the City's Division of Procurement at abaker@coj.net to determine if addenda were issued and, if so, to obtain such addenda for attachment to their proposal.

Your proposal must clearly bear the RFP number (P-38-15) and must be received no later than 2:00 P.M. ET Wednesday, September 9, 2015, and directed to:

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

Your package/proposal must be date and time stamped upon receipt. If it "appears" in our offices after the deadline and there is no date/time stamp, it will be rejected.

Sincerely,

Gregory Pease

Chief, Procurement Division
Chairman, Professional Services
Evaluation Committee

CP:

cc: Subcommittee Members
Council Auditor

Request for Proposals

***Foreclosed and Abandoned Property Registry
August, 2015***



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

REQUEST FOR PROPOSAL

Foreclosed & Abandoned Property Registry

[P-38-15]

For

City of Jacksonville, Florida

SECTION 1

(Specific Information Regarding this RFP)

1.1 Introduction

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

Section 1	Specific Information Regarding This RFP
Section 2	General Instructions
Section 3	General Terms and Conditions of Agreement
Section 4	Description of Services (if referenced in Section 1.2 below)
Attachment A	Response Format
Attachment B	Evaluation Matrix
Attachment C	Equal Business Opportunity Program Requirements
Attachment D	Sample Contract
Attachment E	Federal Funding Provisions (if applicable under Section 1.7 below)
Form 1 -	Price Sheet
Form 2 -	Conflict of Interest Certificate

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

1.2 Scope of Services.

The services sought under this RFP are generally described as follows: The City Of Jacksonville (Buyer) hereby invites qualified firms or individuals (Consultant) to submit written proposals to enter into a professional services contract to develop, implement and manage a secured web-based system to register foreclosed properties, and to collect property registration fees. All services shall conform to the requirements established under the City of Jacksonville Code of Ordinances, Chapter 179 - Mortgage Foreclosure Registration as revised by Ordinance 2015-340. Additional requirements are listed under Section 4 - Description of Services, of this document.

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

1.3 Term of Agreement.

The initial term of agreement will commence upon execution of the Contract and will continue for a two (2) year period. Buyer will have the option to renew such agreement for up to three additional one-year periods upon satisfactory performance by Consultant/Firm. 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.

1.4 Minimum Requirements for Consultants.

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

The Consultant shall have a minimum of three (3) years' experience in property registration projects including; but not limited to inspection; data retrieval and analysis of mortgages, foreclosure filings and dwelling occupancy determination; administering a web based property registration process and fee collection.

- a. Consultant must have completed similar services for a local municipality or regional government entity within the past three (3) years.
- b. Consultant can demonstrate that it has sufficient personnel and financial resources to handle the proposed project workload in a timely and cost effective manner.
- c. Proposals must be received in the Procurement Division on or before the due date and time. Failure to meet this requirement will be cause for disqualification.

1.5 Equal Business Opportunity Program

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

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

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

1.6 Documents Available for Inspection (if applicable)

The City of Jacksonville Code of Ordinances, Chapter 179 - Mortgage Foreclosure Registration as Revised by Ordinance 2015-340 can be reviewed/downloaded at the following website: https://www.municode.com/library/#/fl/jacksonville/codes/code_of_ordinances?showChanges

1.7 Federal Funds.

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

1.8 Pre-Proposal Meeting.

There is not a pre-proposal meeting scheduled for this RFP.

1.9 Response Due Date.

The deadline for submitting responses to this RFP is Wednesday, September 9, 2015 at 2:00 p.m.ET. Please see Sections 2.3 and 2.4 for more details.

1.10 Response Delivery Location.

Responses must be delivered to the following location:

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

1.11 Response 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).

1.12 Contact Person.

Buyer's Contact Person for this RFP is:

Alex Baker
Procurement Division
abaker@coj.net

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

1.13 Questions and Requests for Amendments. Any questions, requests for information or requests for amendments to this RFP must be submitted via email to Alex Baker at abaker@coj.net no later than 1:00 p.m., Monday, August 10, 2015, in accordance with Section 2.2 of this RFP.

1.14 Special Instructions: NONE

1.15 Special Contract Terms: NONE

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

Contents

- 2.1 Application of Chapter 126 and Other Laws
- 2.2 Questions and Requests for Amendment to RFP
- 2.3 Format/Content of 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 Consultant; No Collusion.
- 2.14 Conflict of Interest.
- 2.15 Convicted Vendor List
- 2.16 Discriminatory Vendor List
- 2.17 Consultant Representations
- 2.18 Protests

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

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

All requests for amendment must be submitted to the Contact Person in writing (via e-mail,) 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 Consultant 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 (please contact the Contact Person if you are uncertain of the website address or if you experience problems accessing it). Consultant is responsible for monitoring this website for new or changing information.

2.3 Format/Content of Responses.

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

2.4 Submission of Responses.

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

B. Consultant 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 Consultant.
- 2) Two (2) hard copies of the entire Response.
- 3) Six (6) scanned copies (in .pdf format) of entire Response, each on a separate CD-ROM. Large files may be scanned as several separate PDF files.

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

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

2.5 Evaluation of Responses.

- A. Buyer will determine the qualifications, interest and availability of Consultants by reviewing all Responses and, when deemed necessary in the sole discretion of Buyer, by conducting formal interviews of selected Consultants that are determined to be the best qualified based upon evaluation of the Responses.
- B. The determination of which Consultants are "best qualified" will be based upon the criteria set forth in the 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. The process for contract negotiation and award is set forth in Jacksonville Ordinance Code Sections 126.303 and 126.304. Generally, Buyer will negotiate first with the highest ranked Consultant. If an agreement cannot be reached with the highest ranked Consultant, Buyer reserves the right to negotiate and recommend award to the next highest ranked Consultant or subsequent Consultant(s) 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 Consultant written notice that the Response is withdrawn. [Note: Withdrawal of a Response may be requested within 72 hours (excluding State holidays, Saturdays and Sundays) after the date and time Responses are due. 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 Consultants or to reject all Responses.
- D. Based on the evaluation and negotiation results, Buyer shall electronically post a notice of intended award at Buyer's website. Please contact the Contact Person if you are uncertain of Buyer's website address or if you experience problems accessing it. Any person who is adversely affected by the decision shall file with Buyer a notice of protest in accordance with the Protest provisions of the RFP. Buyer does not intend to provide tabulations or notices of award by telephone.

- 2.7 **Terms of Agreement.** After award to the successful Consultant, Buyer and Consultant 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 Consultant 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 Consultant 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 Consultant in accordance with the criteria and processes set forth herein; and/or (iii) take such other actions permitted by law.

- 2.8 **Public Meetings and Special Accommodations.** Any meetings of the RFP evaluation committee (i.e., the Professional Services Evaluation Committee), shall be noticed on Buyer's website and shall comply with Florida's Open Meetings Laws. Please contact the Contact Person if you are uncertain of Buyer's website address or if you experience problems accessing it. Persons requiring a special accommodation because of a disability should contact the Contact Person identified in Section 1 at least forty-eight (48) hours prior to the meeting.
- 2.9 **Ex-Parte Communications.** Communications regarding the RFP by a potential vendor, service provider, bidder, lobbyist or consultant to city employees, staff, or hired consultants are prohibited. This prohibition includes communications with the Buyer's Office of General Counsel unless the Contact Person has authorized those communications in advance. Violations may result in the rejection/disqualification of a Response.

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

- communications regarding the RFP to the Chief of the Procurement Division or the Contact Person, provided the communication is limited strictly to matters of process or procedure already contained in the RFP.
- communications with the city employee responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures.
- communications with the Office of Inspector General and his/her staff regarding any perceived inefficiency, misconduct or abuse by city employees.
- communications at any pre-bid conferences.
- presentations before publicly noticed committee meetings.

- contract negotiations during any duly noticed public meeting.
- any duly noticed site visits to determine competency of bidders during the period between bid opening and issuance of the Chief of Procurement Division's written recommendation.
- communications that are necessary for, and solely related to, the ordinary course of business concerning Buyer's existing contract(s) for the materials or services addressed in the RFP.

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

- 2.10 **Cost of Developing RFP Response.** All costs related to the preparation of Responses and any related activities are the sole responsibility of Consultant. Buyer assumes no liability for any costs incurred by Consultants 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 Consultant. 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 Consultant considers any portion of its Response to be exempt from disclosure under Florida law, Consultant 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. Consultant 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, Consultant shall protect, defend, and indemnify Buyer for any and all claims arising from or relating to Consultant's determination that the redacted portions of its Response are confidential, trade secret or otherwise not subject to disclosure. If Consultant 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.
- 2.13 **Multiple Responses from Same Consultant; No Collusion.** More than one Response from an individual, firm, partnership, corporation or association under the same or different names is not permitted. Reasonable grounds for believing that a Consultant is involved in more than one Response for the same work will be cause for rejection of all Responses in which such Consultant is believed to be involved. Any or all Responses will be rejected if there is reason to believe that collusion exists between Consultants. Responses in which the prices obviously are unbalanced will be grounds for rejection.
- 2.14 **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 Consultant. The parties will follow the provisions of Section 126.110, Jacksonville Ordinance Code, with respect to required disclosures by public officials who have or

acquire a financial interest in a bid or contract with Buyer, to the extent the parties are aware of the same. All Consultants 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-Consultant, or consultant under a contract with any public entity; and
- transact business with any public entity in excess of the Category Two threshold amount provided in Section 287.017, Florida Statutes.

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

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

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

- Consultant currently has no delinquent obligations to the City of Jacksonville or any of its independent agencies.
- The Response is submitted in good faith and without any prior or future consultation or agreement with any other respondent or potential respondent;
- To the best of the knowledge of the person signing the Response, neither the Consultant, its affiliates, subsidiaries, owners, partners, principals or officers:
 - 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.
- Consultant 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. Pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. [This certification applies to contracts of \$1,000,000 or more. A list of the companies can be found as a link to "PFIA Quarterly Reports" at www.sbafla.com/fsb/]
- Consultant has read and understands the RFP terms and conditions, and the Response is submitted in conformance with those terms and conditions.
- All representations made by Consultant 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.
- Consultant 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, Consultant are material and important and may be relied upon by Buyer in awarding the Contract.

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

The Procurement Protest Procedures include the following provisions:

- a Protestant shall have 10 business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an amendment, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing: (i) the basis for making the award in question; (ii) evaluation criteria; (iii) equipment, product, or material specifications; (iv) proposed project schedules; (v) statements regarding participation goals or other equal opportunity measures; or (vi) other general solicitation or project requirements.
- a Protestant shall have 48 hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a . . . recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a bid or proposal; (ii) a contract award; or (iii) the short-listing of bidders or proposers.
- A written Notice of Protest shall: (i) be addressed to the Chief [of Jacksonville's Procurement Division]; (ii) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Chief to identify the same; (iii) state the timeliness of the protest; (iv) state Protestant's legal standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.
- At the time of filing a timely Notice of Protest, a Protestant may request an extension of three (3) business days after the date its Notice of Protest is timely received, in which to

provide supplemental protest documentation. Failure to do so or to timely submit the supplemental protest documentation shall constitute a waiver of any right to same.

- The timely filing of a Notice of Protest shall be accomplished when said notice is actually received by the Procurement Division within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Chief of Procurement Division at 214 North Hogan Street, Suite 899, Jacksonville, Florida 32202, or by electronic transfer via facsimile to (904) 255-8837. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant, regardless as to the method of delivery employed.

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Section 3
General Terms and Conditions of Agreement

Contents

- 3.1 Provision of Services
- 3.2 Relationship of the Parties
- 3.3 Buyer's Right to Make Changes
- 3.4 Service Warranties
- 3.5 Buyer Will Assist Consultant
- 3.6 Location Requirements for Services
- 3.7 Use of Sub-Consultants; Flow-Down Provisions
- 3.8 Meetings and Reports
- 3.9 Ownership of Works
- 3.10 Intellectual Property
- 3.11 Software Development Processes and Standards
- 3.12 Limitation of Warranty for Buyer-Furnished Software
- 3.13 Loss of Data
- 3.14 Purchase Orders
- 3.15 Best Pricing for Comparable Services to Other Government Entities
- 3.16 Invoicing and Payment
- 3.17 Taxes
- 3.18 Right of Setoff
- 3.19 Retention of Records / Audits
- 3.20 Indemnification
- 3.21 Insurance
- 3.22 Buyer's Right to Suspend Work
- 3.23 Buyer's Right to Terminate for Convenience
- 3.24 Buyer's Remedies Upon Consultant Default.
- 3.25 Consultant Remedies Upon Buyer Default.
- 3.26 Transition Services
- 3.27 Force Majeure, Notice of Delay, and No Damages for Delay
- 3.28 No Waiver
- 3.29 Qualification of Consultant Employees, Sub-Consultants, and Agents
- 3.30 Security Procedures
- 3.31 Restrictions on the Use or Disclosure of Buyer's Information
- 3.32 Protection of Consultant's Trade Secrets and Other Confidential Information
- 3.33 Assignment
- 3.34 Notice and Approval of Changes in Ownership
- 3.35 Assignment of Antitrust Claims
- 3.36 Equal Employment Opportunity
- 3.37 Other Non-Discrimination Provisions
- 3.38 Prompt Payment to Sub-Consultants and Suppliers
- 3.39 Conflicts of Interest
- 3.40 Contingent Fees Prohibited
- 3.41 Truth in Negotiation Certificate
- 3.42 Compliance with Applicable Laws
- 3.43 Cooperative Purchasing
- 3.44 Warranty of Ability to Perform
- 3.45 Warranty of Authority to Sign Contract
- 3.46 Governing State Law/Severability/Venue/Waiver of Jury Trial
- 3.47 Construction

3.1. Provision of Services. Consultant 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, Consultant shall be acting in the capacity of an independent Consultant and not as an agent, employee, partner, joint venture or associate of Buyer. Consultant 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 Consultant, 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 Consultant personnel, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

3.4. Service Warranties. Consultant 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. Consultant 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 Consultant; 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 Consultant 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 Consultant or its sub-Consultants; (ii) to any modifications made by anyone other than Consultant or its sub-Consultants or without Consultant'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. CONSULTANT'S WARRANTIES EXTEND SOLELY TO BUYER.**

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

3.6. Location Requirements for Services. Unless otherwise stated in the RFP or the Response, the majority of the Services shall be performed within Duval County, Florida and no Services will be performed outside of the United States. These restrictions may be modified in writing if Buyer determines, in its sole discretion, that the restrictions impose an undue burden on Consultant'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, Consultant shall not be allowed to subcontract or assign any of its duties and obligations hereunder. In all cases, Consultant will be responsible for the acts or omissions of its sub-Consultants. Consultant 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. Consultant must attend all meetings and public hearings relative to the Services where its presence is determined to be necessary and requested by Buyer and Consultant can reasonably schedule its appearance. Unless otherwise agreed, Consultant shall provide a monthly report summarizing Consultant's performance. Consultant shall provide other periodic reports respecting the Services as Buyer reasonably requests.

3.9. Ownership of Works.

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

(b) With the exception of Consultant'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 Consultant 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 Consultant 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 Consultant specifically for other customers of Consultant or for the purpose of providing substantially similar services to other Consultant 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, Consultant 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, Consultant acknowledges that Buyer shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. Consultant 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) Consultant 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) Consultant'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, Consultant shall secure for Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use all third

party intellectual property. Consultant 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, Consultant 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 Consultant 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 Consultant with any programming aids or software packages that are found not to be suitable for their intended use on the system(s) for which designed, Consultant 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 Consultant or any of its sub-Consultants or agents, Consultant shall be responsible for correcting and recreating all production, test, acceptance and training files or databases affected which are used in the provision of services, at no additional cost to the Customer in the manner and on the schedule set by Buyer. This remedy shall be in addition to any other remedy Buyer may be entitled to by law or the Contract.

3.14. Purchase Orders. If the Contract requires a Service to be ordered by Buyer via purchase order, Consultant 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 Consultant, and shall be deemed to incorporate by reference the Contract. Any discrepancy between the Contract terms and the terms stated on the Consultant'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 Consultant 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 Consultant to certify on an annual basis that Better Pricing (as defined above) does not exist.

3.16. Invoicing and Payment.

The Consultant shall be responsible for the collection of each eligible registration, renewal and late fees from which the Consultant fee shall be retained. The difference between the total fees captured and the Consultant's fee shall be remitted to the City of Jacksonville as a lump sum on a monthly basis. Consultant will not be compensated for any registered properties whose fee(s) have not been collected.

(a) Unless otherwise specified in the RFP, payment to Consultant for Services shall be made on a monthly basis for the Services provided by Consultant 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 Consultant that Buyer deems necessary to verify its obligation to pay under the Contract. Payments will be made to Consultant 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 Consultant'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. Consultant 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 Consultant, retain such monies from amounts due Consultant 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 Consultant.

3.19. Retention of Records / Audits.

(a) Consultant 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) Consultant must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to Buyer. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

(c) At all reasonable times for as long as the Records are maintained, Consultant 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. Consultant 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 Consultant, and Buyer shall be permitted to bring its photocopying equipment if Buyer so desires.

(d) Consultant must comply with and cooperate in any audits or reports requested by Buyer, and must ensure that all related party transactions are disclosed to the auditor.

(e) Consultant must permit Buyer to interview any of Consultant's employees, 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. Consultant will not charge Buyer for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

(f) Following any audit or review, if performance of Consultant's, in the opinion of Buyer, deficient, Buyer will deliver to Consultant a written report of the deficiencies and request for development by Consultant of a corrective action plan. Consultant hereby agrees to prepare and submit, to Buyer, said corrective plan within ten (10) days of receiving Buyer's written report. Thereafter, Consultant 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 Consultant pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes.

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

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

3.20. Indemnification. Proposer and its subsidiaries (collectively the "Indemnifying Parties"), shall (and shall require all subcontractors any tier to) hold harmless, indemnify, and defend City and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature (including, but not limited to, court, investigation and defense costs, and reasonable expert and attorney's fees), which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

(a) General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

(b) Violation of Laws Liability, 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

(c) Breach of Representations, Warranties and Obligations, arising directly or indirectly out of any breach of any representation, warranty, covenant or obligation set forth in the Contract or made by the Indemnifying Parties in connection with the Contract or in any certificate, document, writing or other instrument delivered by the Indemnifying Party; and

(d) to the extent this Contract contemplates environmental exposures, Environmental Liability, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

(e) to the extent this Contract contemplates intellectual property exposures, Intellectual Property Liability, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the

continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract. In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect and any term which offends Section 725.06 or 725.08 of the Florida Statutes may, subject to the sole discretion of the Indemnified Party, be modified to comply with said statutes.

If an Indemnified Party exercises its rights under this Contract, the Indemnified Party will (1) provide reasonable notice to Indemnifying Parties of the applicable claim or liability, and (2) allow Indemnifying Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests.

3.20. Insurance. Without limiting its liability under this Contract, Proposer shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Proposer shall require its subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below, and prior to work commencement provide a certificate with applicable endorsements on a form that is acceptable to the City's Division of Insurance and Risk Management evidencing the following required coverages to the City:

Schedule	Limits
Worker's Compensation/Employers Liability	
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	\$1,000,000 Each Accident
	\$1,000,000 Disease Policy Limit
	\$1,000,000 Each Employee/Disease
This insurance shall cover the Proposer (and to the extent its subcontractors of any tier are not otherwise insured, its subcontractors of any tier) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.	
Commercial General Liability	
	\$2,000,000 General Aggregate
	\$2,000,000 Products & Completed Ops
	Aggregate
	\$1,000,000 Personal/Advertising Injury
	\$1,000,000 Each Occurrence
	\$ 50,000 Fire Damage
	\$ 5,000 Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those approved by the City's Office of Insurance and Risk Management.

Automobile Liability

\$1,000,000 Each Occurrence – Bodily Injury
and Property Damage Combined

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

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

Professional Liability

\$1,000,000 Per Claim
\$2,000,000 Aggregate

Such insurance shall be on a form acceptable to the City and shall cover for those sources of liability arising out of the rendering or failure to render the services required in this Contract. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Crime Coverage
(Fidelity)

\$2,000,000 Per Claim

**Cyber Liability
& Data Storage**

\$5,000,000 Per Claim and Aggregate

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

Additional Provisions

- A. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers, employees and agents.

- B. **Additional Insured:** All insurance policies except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and Automobile Liability CA2048; endorsements will be provided to, reviewed, and approved by the City's Division of Insurance and Risk Management prior to commencement of work.
- C. **Consultant's Insurance Primary.** The insurance provided by the Proposer for shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- D. **Deductible or Self-Insured Retention Provisions.** Except as authorized in this Contract, the insurance maintained by the Consultant shall apply on a first dollar basis without application of a self-insurance, deductible or self-insured retention. Except as authorized specifically in this Contract, no self-insurance, deductible, or self-insured retention for any required insurance provided by Consultant pursuant to this Contract will be allowed. If there is any self-insurance, deductible or self-insured retention for any required insurance, the Consultant shall be responsible for paying on behalf of the City (and any other person or organization Consultant has, in this Contract, agreed to include as an insured for the required insurance) any self-insurance, deductible, or self-insured retention allowed under this paragraph. The City will not be responsible for any self-insurance, deductibles or self-insured retentions in any insurance required under this Contract.
- E. **Proposer's Insurance Additional Remedy.** Compliance with the insurance requirements of this Contract shall not limit the liability of the Proposer or its Subcontractors of any tier or agent to the City or others. Any remedy provided to City or City's members, officials, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- F. **No Waiver by City Approval/Disapproval.** Neither approval by City nor failure to disapprove the insurance furnished by Consultant shall relieve Consultant of Consultant's full responsibility to provide insurance as required under this Contract.
- G. **Insurance Policy and Certificate of Insurance.** Each policy shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better. Prior to commencing any Services, Certificates of Insurance approved by City's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to City. The Consultant shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. In the event the Consultant is unable to obtain such endorsement, the Consultant agrees to provide the City the notice directly. Until such time as the insurance is no longer required to be maintained by Consultant, Consultant shall provide the City with renewal or replacement evidence of insurance with the above minimum requirements no less than 30 days

before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City's Division of Insurance and Risk Management, if requested to do so by the City, the Consultant shall, within thirty (30) days after receipt of a written request from the City, provide the City with a certified, complete copy of the policies of insurance providing the coverage required herein.

- H. **Survival.** Anything to the contrary notwithstanding, the liabilities of the Consultant under this 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 the Consultant shall relieve the Consultant or its sub-contractors of any tier from responsibility to provide insurance as required by the Contract.
- I. **Additional Insurance.** Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may, at its sole option require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the CITY also be named as an additional insured.
- J. **Performance Bond.** The successful Consultant shall execute and furnish to the Buyer a bond, and only one bond, issued by the same surety company that issued the proposal bond. The performance bond shall be for an amount of Project Cost, shall be submitted within three (3) business days after the Buyer's notification of award of the Contract, and shall remain continuously in effect. Any renewal bond shall be provided at least thirty (30) days prior to the expiration of the existing bond. Risk Management has the option to waive, increase, or reduce the bond amount.

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

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

3.24. Buyer's Remedies Upon Consultant Default. Any one or more of the following events, if not cured within ten (10) calendar days after Consultant's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Consultant: (1) Consultant fails to perform the Services within the time specified in the Contract or any extension, (2) Consultant fails to maintain adequate progress, thus

endangering performance of the Contract, (3) Consultant fails to honor any other material term of the Contract, or (4) Consultant 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) Consultant is found to have made a false representation or certification in its Response, or (ii) Consultant 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 Consultant, 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 Consultant 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. Consultant 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 Consultant. In the event of Buyer's default, Consultant 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, Consultant will not be entitled to recover any lost profits or consequential damages.** The rights and remedies available to Consultant 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 request Consultant to provide reasonable transition assistance services ("Transition Assistance"). Consultant shall provide such Transition Assistance until such time as Buyer notifies Consultant 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 Consultant are fully transitioned in a smooth and efficient manner to a new service provider (either Buyer itself or a third party Consultant). 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 Consultant in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Consultant.

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

3.27. Force Majeure, Notice of Delay, and No Damages for Delay. Neither party shall be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, sub-Consultants or agents). Consultant 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 Consultant 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 Consultant first had reason to believe that a delay could result. Based upon such notice, Buyer will give Consultant 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 CONSULTANT'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. Consultant 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 Consultant 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 Consultant Employees, Sub-Consultants, and Agents. All Consultant employees, sub-Consultants and agents performing work under the Contract shall be properly trained and qualified. Upon request, Consultant 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 Consultant shall cooperate in, a security background check or other assessment of any employee, sub-Consultant or agent furnished by Consultant. Buyer may refuse access to, or require replacement of, any personnel for reasonable cause.

Consultant shall take all actions necessary to ensure that Consultant's employees, sub-Consultants and agents are not considered employees of Buyer. Such actions include, but are not limited to, ensuring that Consultant'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, Consultant (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. Consultant 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. Consultant shall not use, copy or disclose to third parties, except in connection with performing the Services, any information obtained by Consultant 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. Consultant shall not be required to keep confidential any information that has already been made publicly available through

no fault of Consultant or that Consultant developed independently without relying on Buyer's information. To ensure confidentiality, Consultant 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.

3.32. Protection of Consultant'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 Consultant claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Consultant on all copies furnished to Buyer. Buyer agrees to notify Consultant of any third-party request to view such information, but it is Consultant's obligation to obtain a court order enjoining disclosure. If Consultant fails to obtain a court order enjoining disclosure within five (5) business days of Consultant'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 Consultant'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. Consultant 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, Consultant shall remain liable for performance of the Contract unless Buyer expressly waives such liability. Buyer may assign the Contract with prior written notice to Consultant 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 Consultant's ownership structure, Consultant agrees that any transfer of a substantial interest in Consultant 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, Consultant represents that it has no knowledge of any intent to transfer a substantial interest in Consultant. A substantial interest shall mean at least 25% of the voting shares in Consultant. 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. Consultant and Buyer recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by Buyer. Therefore, Consultant 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 Consultant 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, Consultant represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of the Contract. Consultant 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 Consultant 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. Consultant 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.

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

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

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

in said Chapter 126 of the Jacksonville Ordinance Code for JSEB's or MBE's and in Chapter 218, Florida Statutes, for non-JSEB's or MBE's, whichever is greater.

3.39. Conflicts of Interest. Consultant 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 Consultant.

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

3.41. Truth in Negotiation Certificate. Pursuant to Section 126.305, Jacksonville Ordinance Code, the execution of the Contract by Consultant shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate, whereby Consultant 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 Consultant 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. Consultant (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 Consultant, 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 Consultant, and Buyer shall not be a party to such transactions.

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

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

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

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

Section 4
Description of Services and Deliverables

Scope of Work

This Request for Proposal (RFP) for a consultant/firm providing qualified expertise and experience developing, implementing and maintaining a web based system for the registration and tracking of properties falling under the requirements for registration according to the provisions of the City of Jacksonville Code of Ordinances, Chapter 179 Mortgage Foreclosure Registration. Services shall include, but not be limited to:

1. The Consultant will develop or acquire and maintain a web based electronic database of searchable property records. Provide all required services necessary to implement the real property registry which allows all mortgage holders the opportunity to go on-line and register vacant and fee collection requirements.
2. Identify real properties determined to be "abandoned" within the City of Jacksonville, as well as the mortgagee that holds a mortgage on real property and has declared its mortgage to be in default. Additional, provide tracking of occupancy status for properties required to register.
3. Notify mortgage holder of its requirement to register properties, within ten (10) days of the date that the mortgagee declares the its mortgage to be in default, pursuant to City Ordinance 2015-340-E.
4. Provide mortgage holder detailed instructions on how to register the property, identify information required to complete registry, access to the registry system, select and identify the local property manager and any other information necessary by the mortgage holder to complete the registry of the property.
5. Train and provide support with the responsible person for the lender to electronically register the information.
6. Provide Buyer free access to and training on the web-based electronic registry system and reporting tools.
7. Provide any necessary reporting of registry data to the Buyer as well as provide system access for the Buyer to create and generate reports via the internet.
8. Provide the financial accounting of property registrations, identifying those that are in compliance with the ordinance, as well as those that have not or are not meeting their financial obligations.
9. Provide company annual audit financials and other requested materials upon request.
10. Track and report all changes of information in status and update information on a monthly basis at a minimum.

(Remainder of page intentionally left blank)

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, Consultant's full name, address, phone number.
- 2) **Cover Letter:** Include the following:
 - Date of Letter.
 - RFP Title and Number
 - Consultant's full name, address and phone number.
 - Names of the persons who will be authorized to make representations for the Consultant, their titles, addresses (including email address) and telephone numbers.
 - Consultant's Federal Employer ID Number.
 - Acknowledgement that (i) the Response is based on the terms set forth in the RFP and all amendments thereto posted on Buyer's website as of the date of the Response, and (ii) the Consultant 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 C or E, each signed by an authorized representative. Examples of the forms that may be required include:
 - Price Sheet.
 - Conflict of Interest Certificate.
 - Business References.
 - Equal Business Opportunity Program Forms (if required in Attachment C).
 - Federal Forms (if required in Attachment E).
 - Bid Bond (if applicable).
- 4) **Proof of Minimum Requirements.** Responses will ONLY be accepted from companies meeting the minimum requirements in Section 1 of the RFP. Consultant must provide clear documentation that they meet the minimum requirements.
- 5) **Statement of Qualifications.** This portion of the Response will be used to provide the information Buyer needs to evaluate how well the Consultant meets the criteria listed in Attachment B – Evaluation Criteria. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Response as non-responsive. Please divide this portion of the Response into ten subsections (one subsection for each of the listed criteria).

Attachment B- Evaluation Matrix

The evaluations will be based upon the following criteria, and Consultants are requested to provide, as a minimum, the information listed under each criterion. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the 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 25 points. Consultants are encouraged to arrange their responses in a format that will offer ready review and evaluation of each criterion.

1. **COMPETENCE.** 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 names and resumes of all individuals to be assigned to this project. List previous projects similar to the one in the RFP, which have been satisfactorily completed. Provide resumes of principal staff/project manager showing years of experience in the field to which they are assigned for this project. **(25 points maximum score)**
2. **CURRENT WORKLOAD.** Provide the number and size of the projects currently being performed. Discuss past ability to deliver projects on a timely basis under similar current workload conditions. **(5points maximum score)**
3. **FINANCIAL RESPONSIBILITY.** Describe form of business, i.e., proprietorship, partnership, corporation; years in business; changes in ownership; bank reference(s); past, present, pending and/or threatened legal proceedings within any forum; and any other information the Consultant may wish to supply to demonstrate financial responsibility. Failure to provide all listed information and documentation will result in score less than maximum for this criterion. **(15 points maximum score)**
4. **ABILITY TO OBSERVE AND ADVISE WHETHER PLANS AND SPECIFICATIONS ARE BEING COMPLIED WITH, WHERE APPLICABLE.** Describe experience, ability, and understanding of Consultant and assigned personnel in observing and monitoring instruction or direction to similarly related tasks. **(5 points maximum score)**
5. **PAST AND PRESENT RECORD OF PROFESSIONAL ACCOMPLISHMENTS WITH CITY AGENCIES AND OTHERS.** Provide a list of completed projects that are similar in nature and scope to the project under consideration with references to include owner's contact person and telephone number. Describe any outstanding accomplishments that relate to specific services being sought. Responding to this evaluation criterion necessitates that Consultants include statements of their past and present record of professional accomplishments or performance with the City of Jacksonville and its various "using agencies," which is defined in the Jacksonville Ordinance Code as "a department, division, office, board, agency, commission or other unit of Buyer and an independent agency required by law or voluntarily requesting to utilize for services of the (Procurement) Department"; and with any of Buyer's "Independent Authorities"; and on projects undertaken with others that are similar in nature to the size and scope of professional services and/or work required for the project solicitation herein. **(10 points maximum score)**
6. **PROXIMITY TO THE PROJECT.** Document the location of Consultant's corporate headquarters, which, if located in Jacksonville, Florida, no further information is required under this criterion and maximum points will be awarded. If Consultant's corporate headquarters are not located in Jacksonville, Florida, please document the location and the nature of business of Consultant's branch office(s), if any, that are located in and/or that are closest to Jacksonville, Florida, the number of employee assigned thereto and the period of continuous existence thereof. Additionally, Consultants are requested to

demonstrate, define and provide examples of their ability to provide the services contemplated herein in a manner comparable to having a local office in Jacksonville, Florida or to show that a local office is not necessary to satisfactorily perform the services required for this project, in which event maximum points may be awarded. (5 points maximum score)

7. **PAST AND PRESENT DEMONSTRATED COMMITMENT TO SMALL AND MINORITY BUSINESSES AND CONTRIBUTIONS TOWARD A DIVERSE MARKET PLACE.** Responding to this evaluation criterion necessitates that Consultants indicate their past and present commitment to minority, women-owned, small and emerging businesses. More specifically, responses to this evaluation criterion should include, without limitation, statements that document the Consultant's: (i) commitment to diversity among the directors, officers, members and/or employees that make up its firm; (ii) commitment to diversity within its community and beyond; (iii) commitment to and/or utilization of minority, women-owned, small and emerging businesses on past projects; and (iv) commitment to and/or utilization of minority, women-owned, small and emerging businesses, certified JSEBs in particular, for the project solicitation in question. (5 points maximum score)
8. **ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE PROJECT REQUIREMENTS.** Describe the Consultant's understanding of the requirements of this solicitation, and its ability, approach and/or plan to satisfy the same in complete compliance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations. (20 points maximum score)
9. **QUOTATION OF RATES, FEES OR CHARGES AND OTHER DETAILED COST PROPOSAL OR COST BREAKDOWN INFORMATION.** Describe the Consultant's overall willingness to meet both time and budget requirements for the project, and subject to Chapter 126, Part 3 of Jacksonville Ordinance Code, Section 126.302(e) in particular, proposed total compensation or unit price quotations, including, without limitation, hourly rates, fees, or other charges that will ultimately be used during, contract negotiations to calculate or determine total compensation. (15 points maximum score)
10. **THE VOLUME OF CURRENT AND PRIOR WORK PERFORMED FOR USING AGENCIES SHALL BE CONSIDERED A MINUS FACTOR.** Provide a list of all local government projects on which Consultant has been awarded fees during the past five (5) years. Include only those projects on which Consultant was the Prime Consultant (do not delete fees paid to sub-Consultants or others). Such list shall include all work for the City of Jacksonville and its various "using agencies," which is defined in the Jacksonville Ordinance Code as "a department, division, office, board, agency, commission or other unit of Buyer and independent agency required by law or voluntarily requesting to utilize the services of the [Procurement] Department"; and with any of Buyer's Independent Authorities"; and on projects undertaken with others that are similar in nature to the size and scope of professional services and/or work required for the project solicitation herein. If the Consultant has not performed work for any of these agencies during the past five (5) years, the response should so clearly state. (5 points maximum score)

Attachment C - Equal Business Opportunity Program Requirements

EQUAL BUSINESS OPPORTUNITY PROGRAM

Encouragement Plan

It is an official policy of the City of Jacksonville to encourage the maximum participation of Jacksonville Small Emerging Businesses (JSEBs) in contract awards. Based upon availability this project has been designated by the Equal Business Opportunity Program to utilize Encouragement Plan.

Under the Encouragement Plan, vendors are required to make all efforts reasonably necessary to ensure that minority-owned and women-owned City certified JSEBs have a full and fair opportunity to compete for subcontract or sub-consultant participation on this project.

Bidders/Suppliers/Consultants or any entity doing business with the City shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

You may contact the City's Equal Business Opportunity Office at 904-255-8840 or find the JSEB directory on-line through the Procurement Division website at web site at www.coj.net.

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ATTACHMENT D

SERVICES CONTRACT
BETWEEN
[THE CITY OF JACKSONVILLE]
AND
INSERT CORPORATE NAME OF CONSULTANT
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 CITY OF JACKSONVILLE (the "CITY"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and _____ (the "CONSULTANT"), a _____ corporation authorized to transact business in Florida and with its principal offices at _____.

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

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

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

1. **Performance of Services.** The Services will be performed by CONSULTANT as specified in the RFP and the Response.

2. **Compensation.** CONSULTANT will be paid by the CITY 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 CITY'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 on _____, 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 CITY, at its sole discretion, upon written notice to CONSULTANT at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties.

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

- This document, as modified by any subsequent signed amendments
- Any amendments to the RFP
- Specific Information Regarding The RFP (Section 1 of the RFP)
- Description of Services 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 CITY:

As to the CONSULTANT:

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 [Insert Name and Address], and the CONSULTANT'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 CONSULTANT. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. CONSULTANT may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to 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. CONSULTANT acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

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

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

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

ATTEST:

CITY OF JACKSONVILLE

By _____
James McCain
Corporation Secretary

By _____
Lenny Curry
Mayor

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.

Director of Finance
CITY Contract Number: _____

Form Approved:

Office of General Counsel

ATTEST:

INSERT NAME OF CONSULTANT.

By _____
Signature

By _____
Signature

Type/Print Name

Type/Print Name

Title

Title

Form 1 – Price Sheet

NAME OF CONSULTANT _____

Proposal Number _____

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

Principal (Partner or Senior Officer): \$ _____ hr.

Project Manager (Responsible Professional): \$ _____ hr.

3. Other Direct Project Costs per Unit (please specify)

4. Estimated percentage of total fee to be performed by sub-Consultants _____ %

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

FORM 2
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

PUBLIC OFFICIAL DISCLOSURE

Section 126.110 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: _____

CITY OF JACKSONVILLE



PROCUREMENT DIVISION

214 N. Hogan Street – 8th floor, Jacksonville, Florida 32202
(904) 255-8800-Ph; (904) 255-8837-Fax; www.coj.net

PROCUREMENT PROTEST PROCEDURES

126.106(e) PROTEST PROCEDURES

- 126.106(e)(1) Purpose and Scope
- 126.106(e)(2) Definitions
- 126.106(e)(3) Timely Notice of Protest
- 126.106(e)(4) Extension Request / Supplemental Protest Documentation
- 126.106(e)(5) Delivery
- 126.106(e)(6) Process
- 126.106(e)(7) Protest Hearing Rules and Procedures
- 126.106(e)(8) Independent Agency, Board or Delegated Authority

126.106(e)(1) Purpose and Scope

(a) These protest procedures are promulgated pursuant to § 126.106(e) of the Jacksonville Ordinance Code (the “Code”), which authorizes the Chief of the Procurement Division (the “Chief”) to “prepare and publish rules and regulations governing bid protests.” In the event a court of competent jurisdiction declares any provision of these Procurement Protest Procedures to be unconstitutional, invalid, or otherwise unenforceable, then all remaining provisions shall be severable, valid and enforceable regardless of the invalidity of any other provision.

(b) In accordance with the procedures contained herein, any person or entity that is adversely affected by a decision or an intended decision concerning a solicitation, solicitation documents, award, or any other process or procedure prescribed in the Code and who has standing to protest said decision or intended decision under Florida law (the “Protestant”), must timely file a written Notice of Protest seeking to challenge the decision or intended decision. The issue(s) raised and the information contained in the Notice of Protest and any supplemental documentation filed in accordance with § 126.106(e)(4), hereof, must clearly identify and explain the factual and legal basis for any relief sought, and shall be the only

issue(s) and information the Protestant may present for consideration before the applicable committee.

126.106(e)(2) Definitions

For the purpose of these Bid Protest Procedures, the following definitions are provided:

(a) “Competitive solicitation” or “solicitation” shall include without limitation an invitation to bid, competitive sealed bid, multi-step competitive sealed bid, competitive sealed proposal, or a request for proposals and/or qualifications.

(b) “Posting” means the notification of solicitations, decisions or intended decision, or other matters relating to procurement on a centralized Internet website, by placing the same on the bulletin board(s) designated by the Procurement Division for this purpose, or as may be consistent with § 126.102(m) of the Code.

(c) “Exceptional purchase” means any purchase excepted by law or rule from the requirements for competitive solicitation, including without limitation purchases pursuant to §§ 126.107, 126.206, 126.207, 126.211, 126.307, 126.309, 126.311, 126.312, or 126.313 of the Code.

(d) "Electronic transfer" is limited solely to facsimile transmissions that appear legibly on paper at the place of filing.

(e) "Final Agency Action" means a final decision that results from a proceeding hereunder, and includes actions which are affirmative, negative, injunctive, or declaratory in form.

(f) "Procurement process" has the same meaning as "contract solicitation or award process."

126.106(e)(3) Timely Notice of Protest

(a) **Recommendations of Award and/or Bid Rejection.** A Protestant shall have 48 hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a Procurement Division recommended award of an exceptional purchase or an award or recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a bid or proposal; (ii) a contract award; or (iii) the short-listing of bidders or proposers.

(b) **Bid/Proposal Specifications and/or Requirements.** A Protestant shall have 10 business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an addendum, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing: (i) the basis for making the award in question; (ii) evaluation criteria; (iii) equipment, product, or material specifications; (iv) proposed project schedules; (v) statements regarding participation goals or other equal opportunity measures; or (vi) other general solicitation or project requirements.

(c) **Computation of Time** - The computation of the time limitations or periods contained herein shall be governed by and shall be pursuant to Florida Rule of Civil Procedure 1.090(a). Failure to file a written Notice of Protest within the applicable time limitation or period shall constitute a waiver of any right, remedy, or relief available hereunder.

(d) **Form and Content of the Notice of Protest** - A written Notice of Protest shall: (i) be addressed to the Chief; (ii) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Chief to

identify the same; (iii) state the timeliness of the protest; (iv) state Protestant's legal standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.

126.106(e)(4) Request for Extension to File Supplemental Protest Documentation

At the time of filing a timely Notice of Protest hereunder, a Protestant may request an extension of three (3) business days after the date its Notice of Protest is timely received, in which to provide supplemental protest documentation. Failure to do so or to timely submit the supplemental protest documentation shall constitute a waiver of any right to the same.

126.106(e)(5) Delivery

The timely filing of a Notice of Protest shall be accomplished when said notice is actually received by the Procurement Division within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Chief of Procurement at 214 N. Hogan Street, 8th floor, Jacksonville, Florida 32202 or by electronic transfer via facsimile to (904) 255-8837. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant, regardless as to the method of delivery employed.

126.106(e)(6) Process

(a) Upon receipt of a timely filed written Notice of Protest, the Chief or his/her designee shall schedule and provide notice of the time, date and place that the protest will be heard. The protest will be heard before the General Governmental Awards Committee ("GGAC"), the Professional Services Evaluation Committee ("PSEC"), or the Competitive Sealed Proposal Evaluation Committee ("CSPEC"), whichever is applicable. The Chief or his/her designee shall have the discretion to proceed with the solicitation or contract award process in question or to suspend the same pending the resolution of the protest. To the extent the Chief or his/her designee decides to exercise his/her discretion not to suspend the solicitation or contract award process pending the resolution of the protest, the Chief or his/her designee shall set forth in writing the particular facts and/or circumstances upon which his/her decision is based.

(b) Those persons or entities, other than the Protestant, who will be directly affected by the resolution of the protest shall be given notice of the protest hearing, and the Notice of Protest and any supplemental protest

documentation shall be made available to them upon a written request for the same.

(c) When a Notice of Protest is filed pursuant to § 126.106(e)(3)(b), hereof, the Chief or applicable awards committee chairperson shall have the discretion to direct that the solicitation in question not be opened pending the resolution of the protest.

126.106(e)(7) Protest Hearing Rules and Procedures

(a) Hearings hereunder shall be heard before the applicable committee, and shall begin with a general statement of the rules and procedures prescribed herein by a representative of the committee, followed by a general statement of the facts by a representative of the Procurement Division. Representatives of the Protestant, limited solely to its owners, officers, employees and/or legal counsel, will then be required to present its case based solely upon the issue(s) and information contained in the Notice of Protest and any timely submitted supplemental protest documentation. Those persons or entities, other than the Protestant, who have legal standing and will be directly affected by the resolution of the protest will be given an opportunity to be heard and to present information before the committee, which will be followed by a statement and the presentation of information from the Procurement Division and other governmental representatives. The Protestant must establish by the preponderance of the evidence that the protest should be granted based upon the law, facts and information presented. The committee is entitled to ask questions of any party at any time during the hearing.

(b) For hearings hereunder, the formal rules of evidence pursuant to the Florida Evidence Code may be

relaxed at the sole discretion of the presiding chairperson of the applicable committee. Hearsay evidence may be admissible and used to supplement or explain other evidence.

(c) Unless otherwise provided by the Code, the burden of proof shall rest with the Protestant. The standard of proof for proceedings hereunder shall be whether a Procurement Division recommendation or the decision or intended decision in question was clearly erroneous, arbitrary or capricious, fraudulent, or otherwise without any basis in fact or law. In any protest proceeding challenging a decision or intended decision to reject all bids, proposals, or replies, the standard of review shall be whether the decision or intended decision is illegal, arbitrary, dishonest, or fraudulent.

(d) A majority vote of the members of the applicable committee shall be required to grant a protest, hereunder; otherwise, the protest shall be denied, and, upon execution by the Mayor or his designee, said vote and/or decision of the applicable awards committee shall be posted and shall represent final agency action.

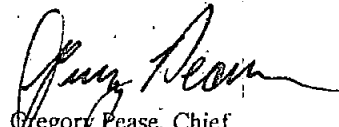
126.106(e)(8) Independent Agency, Board or Delegated Authority

If a protest is filed and the solicitation is for the benefit of an independent agency, board, or delegated authority that has its own established procurement procedure and does not use the City's procurement process and/or protest procedures, then the person or entity protesting must follow the protest procedures of that independent agency, board, or delegated authority.

CERTIFICATE OF ADOPTION AND IMPLEMENTATION

The preceding Procurement Protest Procedures are hereby adopted this 1st day of October, 2011, by the undersigned Chief of Procurement for immediate implementation, and will remain in full force and effect until such time as they may be formally revised, amended, supplemented, superseded, or abolished.

Procurement Division


Gregory Pease, Chief
City of Jacksonville
214 N. Hogan Street, 8th floor
Jacksonville, Florida 32202
(904) 255-8800 – Phone
(904) 255-8837 – Facsimile
gpease@coj.net

Section 1: Title Page

August 10, 2015

Jacksonville, Florida

Request for Proposals P-38-15

Foreclosed and Abandoned Property Registration

Closing: September 2, 2015 2:00 pm Eastern

Submitted by:

Community Champions Corporation

Mr. David Mulberry, President / CEO

6767 N. Wickham Rd.

Melbourne, FL 32940

(321)421-6639

dmulberry@cchampions.com



Melbourne, FL 32940



Section 2- Cover Letter

August 10, 2015

Community Champions Corporation (CChampions)
David Mulberry, President/CEO
6767 N. Wickham Rd.
Suite 500
Melbourne, FL 32940
(321) 421-6639 dmulberry@cchampions.com

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

RE: RFP Number: P-38-15 Foreclosed and Abandoned Property Registration

To Whom It May Concern:

Community Champions Corporation would like to announce its interest to manage the project as described in **PROPOSAL NUMBER: P-38-15: Foreclosed and Abandoned Property Registry** within the City of Jacksonville, Florida.

CChampions can meet or exceed all Technical Requirements including but not limited to those specified in **PROPOSAL NUMBER: P-38-15**.

CChampions is a Chapter S Corporation, incorporated in the state of Florida. CChampions was incorporated April 29, 2009. CChampions' Federal Employer's Identification Number (FEIN) is 26-4760904.

The Corporate office is at 6767 N. Wickham Rd. Suite 500, Melbourne, FL. 32940.

The office address that will service the City's account is 6767 N. Wickham Rd. Suite 500, Melbourne FL 32940.

Mr. David Mulberry, President/CEO of Community Champions Corporation, will represent the company, with Scott Blasie also authorized to represent the company.

Mr. Mulberry's address is 6767 N. Wickham Rd. Suite 500, Melbourne FL. (321) 421-6639 (office) or (321)750-5961 (cell). Dmulberry@cchampions.com

6767 N. Wickham Rd. Suite 500
Melbourne, FL 32940



Scott Blasie, National Community Relationship Director, will be the City's point of contact. Mr. Blasie is authorized to make representations for the company. Mr. Blasie's address is: 6767 N. Wickham Rd. Suite 500, Melbourne FL. (321) 421-6639 (office), or (561) 236-1700 (cellular) [.SBlasie@cchampions.com](mailto:SBlasie@cchampions.com)

We acknowledge our response is based on the terms set forth in the RFP, and all amendments thereto posted on the Buyer's website as of the date of the response. CChampions will be responsible for monitoring the Buyer's website for subsequent amendments and for maintaining, amending or withdrawing the response prior to the response due date based on those subsequent amendments.

CChampions is willing and able to execute a standard agreement with the City of Jacksonville, Florida, and will comply with all terms and conditions set forth in Proposal Number P-38-15. The contents of this submittal are true and accurate.

Sincerely,



David Mulberry
President / CEO
Community Champions Corporation

Section 3—Required Forms

Form 1: Price Sheet

Form 2: Conflict of Interest Certificate

Attachment C: Equal Business Opportunity Program Requirements

Attachment D: Sample Contract

Form 1 - Price Sheet

NAME OF CONSULTANT

Community Champions

Proposal Number

P-38-15

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

* See below please

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

Principal (Partner or Senior Officer): \$ 0 hr.

Project Manager (Responsible Professional): \$ 0 hr.

3. Other Direct Project Costs per Unit (please specify)

N/A

4. Estimated percentage of total fee to be performed by sub-Consultants 0 %

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

N/A

New and Renewal Registration Fee - CChampions maintains a straight forward business model with respect to registration fees, charges and costs. Our registration revenue share agreements simply state that CChampions retains \$100.00 of each registration processed/collected with the remainder going to the community. CChampions reserves the right to approach the city to renegotiate fees for each renewal year.

Late Registration Fee - Jacksonville's ordinance requires a \$50 late fee. When collected this \$50 late fee will be entirely remitted by CChampions to the community.

Registration Update Fee - Jacksonville's ordinance requires a \$50 update fee. This \$50 update fee will be retained by CChampions with no portion being remitted to the community

FORM 2
CONFLICT OF INTEREST CERTIFICATE

RFP No. P-38-15

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]
Signature CEO/President
David Mulberry
Name of Official (Type or Print)

Community Champions
Company Name - suite 500
6767 N. Wickham Road
Business Address
Melbourne, Florida 32940
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
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

[Signature]
Signature CEO/President
David Mulberry
Name of Official (Type or Print)

Community Champions
Company Name - suite 500
6767 N. Wickham Road
Business Address
Melbourne, Florida 32940
City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.110 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: _____

Attachment C - Equal Business Opportunity Program Requirements

**EQUAL BUSINESS OPPORTUNITY PROGRAM
Encouragement Plan**

It is an official policy of the City of Jacksonville to encourage the maximum participation of Jacksonville Small Emerging Businesses (JSEBs) in contract awards. Based upon availability this project has been designated by the Equal Business Opportunity Program to utilize Encouragement Plan.

Under the Encouragement Plan, vendors are required to make all efforts reasonably necessary to ensure that minority-owned and women-owned City certified JSEBs have a full and fair opportunity to compete for subcontract or sub-consultant participation on this project.

Bidders/Suppliers/Consultants or any entity doing business with the City shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

You may contact the City's Equal Business Opportunity Office at 904-255-8840 or find the JSEB directory on-line through the Procurement Division website at web site at www.coj.net.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

ATTACHMENT D

SERVICES CONTRACT
BETWEEN
[THE CITY OF JACKSONVILLE]
AND
INSERT CORPORATE NAME OF CONSULTANT
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 CITY OF JACKSONVILLE (the "CITY"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and _____ (the "CONSULTANT"), a _____ corporation authorized to transact business in Florida and with its principal offices at _____.

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

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

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

1. **Performance of Services.** The Services will be performed by CONSULTANT as specified in the RFP and the Response.

2. **Compensation.** CONSULTANT will be paid by the CITY 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 CITY'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 on _____, 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 CITY, at its sole discretion, upon written notice to CONSULTANT at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties.

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

- This document, as modified by any subsequent signed amendments
- Any amendments to the RFP
- Specific Information Regarding The RFP (Section 1 of the RFP)
- Description of Services 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 CITY:

As to the CONSULTANT:

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 [Insert Name and Address], and the CONSULTANT'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 CONSULTANT. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. CONSULTANT may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to 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. CONSULTANT acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

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

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

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

ATTEST:

CITY OF JACKSONVILLE

By _____
James McCain
Corporation Secretary

By _____
Lenny Curry
Mayor

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.

Director of Finance
CITY Contract Number: _____

Form Approved:

Office of General Counsel

ATTEST:

INSERT NAME OF CONSULTANT.

By _____
Signature

By _____
Signature

Type/Print Name

Type/Print Name

Title

Title

Section 4—Minimum Requirements

A. Consultant must have completed similar services for a local municipality or regional government entity within the past three years:

CChampions has been operating for the past six years in the state of Florida, as well as six other states, with the seventh state coming online within the next four months.

We partner with 78 communities currently. Our communities range from populations of 300 residents, to metropolitans with over two million residents.

References. Below is a list of references for which similar services have been provided:

- **Palm Beach County—301 N. Olive Ave., West Palm Beach, FL 33401** Project and service dates –Sept. 2011 to present, and currently maintaining a registration database of 17,342 registrations. Ordinance number 2011-015.

- **Pasco County— 8731 Citizens Dr. New Port Richey, FL 34654** Project and service dates January 2011 to present and currently maintaining 12,438 registrations. Ordinance number 10-49.

- **Hillsborough County, FL- 601 E. Kennedy Blvd., Tampa, FL 33602** Project and service dates October, 2014 to present and currently managing 18,041 registrations.

B. Consultant can demonstrate it has sufficient personnel and financial resources to handle the proposed project workload in a timely and cost effective manner.

CChampions employees 45 full time employees and 12 additional contract employees.

CChampions has 7 years in the development, implementation, and management of a foreclosed property registry database and on-line collection of fees. The company has established relationships within the industry and provides a central, convenient, and efficient process for this important government tool. The company's primary source of revenue comes from registrations, requiring our process and service to evolve and continually become more efficient while providing added value. We have the experience, the relationships, the know-how, and the technology to provide the

best service and results to the City of Jacksonville. CChampions works to continuously develop enhanced tools for applications to better assist your public safety agencies and economic or neighborhood development departments in the future.

C. Proposals must be received in the procurement Division on or before the due date. Failure to meet with qualifications will be cause for disqualification.

Section 5—Statement of Qualifications

1. Competence – Since being founded in 2009 CChampions has administered proactive property registration programs for Counties and Municipalities across Florida and five other States. Through our commitment to best practice methodology and our work with local Government staff we've been able to develop a registry program specific to the needs of local Government. Our internally developed **proCHAMP** registry platform has successfully processed hundreds of thousands of registrations and de-registrations and is the preferred registry of all the major lending institutions. Furthermore, we have built a client base of nearly eighty (80) Government partners since 2009 without ever having a community terminate our relationship (contract). Our registry program has received nationwide recognition for our best practice registry model to include invitations to showcase our programs this year at the Florida Association of Code Enforcement (F.A.C.E.) Conference where we led a panel discussion that included Wells Fargo, the Jacksonville Community Development Coalition Corporation (non-profit) and a Code Official from the Village of Wellington. Additionally we were invited to showcase our program at the Florida City and County Manager's (F.C.C.M.A.) Conference in Orlando and more importantly CChampions was recognized by the International City Manager's Association (I.C.M.A.) for our work in the property registration realm and we'll be presenting our program at a session in September at their Conference in Seattle.

Key Personnel. Key personnel who will make up the management team, and key program staff:

- David Mulberry (Executive Team)
- Thomas Darnell (Executive Team)
- John Binder (Management Team)
- Scott Blasie (Management Team)
- Gigi Christian (Key Program Staff)
- Mary Enstrom (Key Program Staff)

As demonstrated in the key personnel resumes that follow, CChampions' management team possesses over over 100 combined years experience in registration program administration, mortgage servicing, IT management and code enforcement including:

- (i) Successfully creating, operating and maintaining a registry system.
- (ii) Knowledge of tracking foreclosed and vacant real property,
- (iii) Thorough understanding of the legal foreclosure process including mortgagee and mortgage servicing industry procedures
- (iii) Database experience to properly manage a vacant and foreclosed property registry. (iv) Relationships with Florida specific and all national organizations that register properties in foreclosure

- Begin Resumes -



David Mulberry, President/ CEO
6767 N. Wickham Rd.
Melbourne, FL, 32940
(321) 421-6639
dmulberry@cchampions.com

EDUCATION

Georgia State University, Atlanta, GA: Degree of Bachelors of Business Administration major in Decision Sciences (1995). Magna Cum Laude. Key courses Included: Business Statistics, Expert Systems & Neural Networks Decision Support Systems, Analysis of Business Data, Statistical Quality Assurance, End User Programming

Community Champions Corporation –CEO 2015– Present

Community Champions Corporation – Managing Director 2012 – 2015

Provide strategic leadership to and executive management of the operations of Community Champions (CChampions) Programs. Also lead the conception, design, development and iterative improvement of all IT initiatives; to include the development and ongoing improvement to CChampions' cloud based Property Registration solution. Analyze the value, feasibility, and ROI for new CChampions' programs and across existing programs, and develop strategies for growing revenue and reducing costs through process optimization. Finally, collaborate as a CChampions' Board Director on the strategic vision and direction of the corporation.

BinaryBus, Ltd. - Vice President Technology 1998 – 2012

Conceived the design and development of hosted web-based Geographic Information Systems (GIS) for county governments and businesses. Directed the design of applications, services and network for providing hosted GIS application services. Developed and implemented strategies for growing revenue and reducing costs through process optimization.

IBM – Client Partner 2004 - Present

Lead customers in the successful implementation of BPM solutions and provided expert guidance to customers in analyzing business processes and implementing an iterative

approach to achieve continuous process improvement (CPI). Managed client pipeline and staff utilization to maintain a positive P/L balance sheet. Visited clients and worked with executive level staff to identify and capitalize on new opportunities while maintaining the highest satisfaction level. Supported the direct sales team's efforts to close deals by detailing product implementation methodologies and strategies.

Developed consulting and management staff in areas of identifying project farming opportunities, product knowledge, and implementation strategies.

Additional Work Experience

Interwoven - Regional Consulting Operations Manager: Lead customers in the successful implementation of ECM solutions using Interwoven's content management suite. Developed consulting and management staff in areas of identifying project farming opportunities, product knowledge, and implementation strategies. Managed the acceptance and implementation of Interwoven's software suite at multiple client sites. Clients diversified from Fortune 10 to Dot.coms. Assisted in the creation of Solution offerings, packaging the best of frequently requested features into a leverage-able suite of add on software.

SALES TECHNOLOGIES, INC. - Customer Support Manager: Designed an Intranet to facilitate support and information accessibility. Trained the support staff on Intranet design and management. Provided customer support for over 100 different applications to over 10,000 end users. Tested combinations of various software and hardware configurations for usability.

Wells Fargo Armored Service Corporation - Consultant: Organized a system for tracking the ordering and processing of over 1,800 fleet vehicles. Created and managed a database containing driver training and accident information. Designed a statistical study to analyze the accident frequency rate of trained drivers versus untrained drivers. Worked with management in the selection of a computer-based system for tracking fleet vehicles.

United States Marine Corps - Unit Diary Chief: Responsible for database management, reporting, correspondence, and other various clerical tasks. Organized, using a computer, historical and pay related information for a battalion of over 1,000 Marines. Acquired leadership skills while directing the activities of Marines within my supervision. Learned the value of teamwork while preparing for operations such as Desert Storm.



Thomas R. Darnell, CFO

6767 N. Wickham Rd

Melbourne, FL 32940

321-508-0992

tdarnell@cchampions.com

EDUCATION

Bachelor of Science in Accounting. Strayer University

ACHIEVEMENTS

Negotiations - Negotiated 70% plus discount on freight for all outbound shipping while working as the Chief Operating Officer for a wholesale furniture distributor. Greatly improved Cost of Goods Sold, turning shipping into a profit center and paying less per container for inbound freight.

Client Relations & Business Development – Grew a client base in a new territory from 0 to 35 accounts producing over \$6M a month within 120 days while at Bank of America. In my first year, closed over \$55M in new business and over \$80M in year 2. Grew and developed core accounts while transitioning from Bank Of America to American Broker's Conduit from \$80M in annual business to over \$130M in annual business in the first 12 months.

Marketing Strategist – Marketed clients engaged in internet business and/or licensed outside of immediate market areas to protect book of business when local markets became volatile or storms/hurricanes froze local sales. Identified and hedged risk while developing these clients into core clients, allowing me to grow sales when competitors were losing market share in the same designated area.

Training/Presentation Skills – Created and presented to clients on products/processes and policy nuances. Additionally, provided periodic training to develop marketing campaigns and referral business within the client's target market and sub-markets.

Real Estate/Project Development – As a licensed General Contractor, built a multi-family dwelling followed by a single-family residence. Additionally, oversaw business plan development, securing of financing, contractor negotiations, and permitting for a \$5M child care/ worship (multi-use) facility as President of the Grace Lutheran Church of Merritt Island. Also, as the building chairman was in charge of negotiations and relationship management of site developer and the general contractor.

PROFESSIONAL EXPERIENCE

Community Champions Corporation – CFO

2015 - Present



**Community Champions Corporation - Managing Director- Vice President
2009 - 2015**

Founding member of Community Champions Corporation, with primary focus on business development and strategic planning.

In April of 2009, CChampions was incorporated and began developing and implementing an automated internet-based vacant property registration system. Envisioned to centralize and standardize a growing need to provide a local or specifically designated contact responsible for the security and maintenance of vacant properties in default or properties subject to a foreclosure action regardless of occupancy. CChampions has become the first stop of over 70 local jurisdictions and it continues to grow. The site is helping code enforcement and other public safety officials identify responsible parties for a quicker remedy process regarding blight and safety issues of properties.

**Bank of America/Chase Home Finance - Wholesale Account Executive
2003 - 2007**

While at Bank of America, American Broker's Conduit, and then Chase Home Finance was in charge of the prospecting, qualifying, approval of new customers, and the development and growth of existing customers. Tools were problem solving, excellent deal structuring ability, business strategy, product knowledge, and overall industry understanding allowing transition of customers into clients and clients and partners. As a master of expectation management and "over-delivery" of customer service, closed over \$500 million in residential business.

**Commercial Mortgage Acceptance Corporation - Managing Director
2001-2003**

While at Commercial Mortgage Acceptance Corporation was in charge of all operations, underwriting, processing, closing, and sales segments of the business. Delivered over \$100M in closed commercial loan transactions to our correspondent parent.

**Paragon Financial - Consultant-Chief Operating Officer-Business Development Manager
1996-2001**

Beginning with Paragon Financial in 1996, was the business development manager. Brought on to prospect and develop factoring and account receivable business in specific industries. Able to raise funds during a critical audit to obtain a credit facility, ultimately lowering their overall cost of funds. The funds raised enabled Paragon under separate entity to buy-out an extremely volatile and delinquent account. The company became The Paragon Collections and was asked to run the company as the Chief Operating Officer. As the COO of "TPC" was in charge of creating and managing warehouse and inventory protocols, while implementing inbound and outbound logistic strategies.

Military Police Officer- SPC E-4
1990-1992

As a Combat Disabled Veteran of Operation Desert Shield and Desert Storm, served primarily in the southwest theater - of -operations. Conducted personal security details, secured main supply routes, provided physical security and completed other missions and required responsibilities of a combat soldier. Scored 120 on my OSB tests becoming eligible for Officer Candidate School. Became Combat Medic Certified. Fired sharpshooter and Expert on M-16, Expert 45, Expert 9MM, Expert Grenade, Expert LAW, an Expert on the 40MM MOD III Grenade Launcher. Medals Awarded- Upon Request.



JOHN G. BINDER,
Registration Director
6767 N. Wickham Rd.
Melbourne, FL, 32940
770-479-7652
678-860-1005 Mobile
jbinder@cchampions.com

EDUCATION & TRAINING

Bachelor of Business Administration, University of Georgia, 1971

The Institute of Financial Education, Chicago, Illinois

1979 - School for Executive Development, University of Georgia

1975 - The Leadership Program, University of Houston

1974 - Degree of Distinction for Advanced Studies in Savings Association Operations

1973 - Diploma I, Fundamental Studies in Savings Association Operations KPMG, LLP, Continuing Professional Education (CPE): Internet 101, Enterprise Infrastructure Assessment, and Wireless 101

General Electric Corporation, Train the Trainer and Six-Sigma

HONORS

Recipient: 2003 Presidents Choice Award from the Georgia Association of Mortgage Brokers

Speaker: 1999 AICPA National Industry Conference - Topics: Software Purchasing Negotiation Skills and Selecting a Solutions Integrator

Member: Compaq Executive Enterprise Council

CERTIFICATION

Six Sigma Green Belt

Community Champions Corporation - Registration Manager

2010 - Present

Work closely with Communities and Mortgagees to insure registration compliance with prevailing Ordinances. Bring resolution to more difficult legal and regulatory issues with Mortgagees. Train and assist CCC staff in daily registration efforts, interpretation of Mortgage documents, public records and Ordinances. Prepare reports for Mortgagees of properties requiring registration. Maintain CCC Communities, the company's source of information used by Mortgagees, Servicers, Asset and Property Managers for compliance requirements. Support Executive Vice President with top three major Registration accounts. Compose and maintain company library of templates used for communications with Communities and organizations that register properties.

Financial Operations Consulting - Self-Employed Consultant

2009 - 2010

Advise and carry out various financial operations responsibilities for a major national non-profit organization and its Foundation. Uncovered substantial embezzlement activities by previous staff as a result of forensic accounting review. Worked with United States Federal Prosecutor and Secret Service to obtain a conviction of guilty party, resulting in incarceration. Authored and implemented extensive financial and organizational policies and procedures, new bookkeeping system, new Chart of Accounts, method of allocation of expenses, and monthly financial reporting. Consult on a part time basis to reconcile nine bank and brokerage accounts, prepare monthly allocation of expenses, and financial reports for Board of Directors.

GENERAL ELECTRIC MORTGAGE INSURANCE CORPORATION - Account Manager

- Maintained customer relationships and developed growth strategies utilizing GE Value Proposition for key accounts.
- Through consultative sales identified opportunities to implement GE solutions to meet customer operational and marketing needs.
- Provided leadership and support to two Account Executives.
- Every year met statewide budget goals and new insurance written increased.
- Recognized multiple times by the Strategic Council for creative ideas contributing to company growth and profitability.
- Identified and recommended an internet-based image-enabled technology, which initiated GE's *Doc Central* paperless loan documentation product.
- Active member of industry professional organizations.

FIRSTBANCORP MORTGAGE CORPORATION

President - Chief Operating Officer

A community bank owned Mortgage Company.

Community CHAMPIONS

- Direct management of loan origination (wholesale/retail), secondary marketing, servicing, underwriting and accounting.
- Implemented proper policies and procedures to correct quality control problems, retain the company's FNMA Seller/Servicer status and maintain excellent relationships with other Investors in the Secondary Market.
- Coordinated the Mortgage loan origination efforts of the Bank throughout the branch system.
- Servicing included the Bank's residential loan portfolio and commercial real estate loans for outside investors.
- Administration of foreclosure/bankruptcy proceedings and REO management/disposition.
- Responsible for all aspects of financial and human resource management.

HOLLYWOOD FEDERAL BANK

Vice President - Residential Lending Manager

A one and a half billion dollar financial institution with Branches in Broward County, Florida.

- Directed all residential lending functions within the Bank. The department consisted of origination, processing, secondary marketing, underwriting, construction disbursement and appraisal.
- Implemented procedures necessary to change from a portfolio lender to a FNMA/FHLMC compliance lender.
- Instituted operational changes increasing fee income and decreasing costs.
- Increased market share from forty-third to eleventh over six month period utilizing outside sales force and the branch system.
- Devised new products for construction and end-loan financing.
- Created and implemented new incentive-based compensation programs for loan and branch personnel.
- Senior Credit Lending Officer, member of Senior Officers Loan Committee, Pricing Committee and Incentive Compensation Committee.
- Upon RTC control of the Bank was assigned to Special Assets with highest bank level Delegation of Authority. Managed real estate and consumer loan collections, foreclosures/seizure, and disposition of acquired assets. Negotiated loan workouts and restructures. Member of Credit Review and Asset Review Committees

AMERIFIRST MORTGAGE CORPORATION

Vice President - Regional Manager

A multi-state mortgage banking subsidiary of a publicly owned four billion dollar financial institution based in Miami, Florida.

- Managed the South Palm Beach County Regional office.
- Coordinated the loan solicitation, origination, processing and underwriting by the regional staff, ensuring compliance with company policies and procedures including FNMA and FHLMC.
- Administered all phases of the construction lending function, including construction disbursement.
- Exercised supervisory underwriting authority.
- Region continuously received awards for Loan Quality (documentation and auditing), Profitability and Customer Service Performance
- At the request of the company President, chaired and was a member of various committees, including Customer Service and Compensation/Recognition.



SCOTT BLASIE
National Community Relationship Director
6767 N. Wickham Rd.
Melbourne, Florida 32940
(561) 236-1700
sblasie@cchampions.com

As a twenty seven (27) year career Code professional I've performed virtually every function of a Code Enforcement Officer and worked with virtually every Government Agency, both inside and outside the enterprise in solving enforcement issues and developing enforcement strategies to achieve the desired outcomes. As the Administrator of the Code Compliance Division of the Boynton Beach Police Department for approximately twenty two (22) years I had the opportunity to develop, implement and maintain innovative enforcement programs and collection programs all designed to accomplish a more desirable community for the residents and business owners.

Education:

Bachelor of Professional Studies (Business Emphasis) – Lynn University

Certifications:

Level I Florida Association of Code Enforcement (F.A.C.E.)
Level II Florida Association of Code Enforcement (F.A.C.E.)
Level III Florida Association of Code Enforcement (F.A.C.E.)
NIMS Certifications
Building Inspector - Southern Building Code Congress International S.B.C.C.I. Certification
Housing and Rehabilitation Inspector – Southern Building Code Congress International
S.B.C.C.I. Certification

Achievements:

Code Enforcement Program Development:
Developed and supported Code Enforcement Response Team (C.E.R.T.) consisting of multiple departments designed to identify and correct severe Code Enforcement issues in both Commercial and multi-family residential properties.

- Developed and supported a team of multi-agency staff for the purpose of eliminating the proliferation of unlicensed contractors in Boynton Beach.
- Developed a collection program and Ordinance aimed at collecting unpaid fire inspection fees and unpaid false alarm fines bringing in hundreds of thousands of dollars normally not collected and written off as part of the accounting process.
- Developed and administered the Vacant Property Registration (VPR) program requiring banks to register and maintain properties in foreclosure resulting in over 100K annually in registration fee revenues for the City of Boynton Beach.
- Developed many regulations (Ordinances) designed to make the enforcement process more efficient and economical.
- Co-managed and supported the City of Boynton Beach Disaster Assessment program responsible for Building safety compliance and F.E.M.A. reporting.
- Developed, organized and supported numerous neighborhood initiatives for the purpose of enhancing community involvement, improving neighborhood appearance and sustainability.
- Developed and supported the creation of neighborhood associations for the purpose of creating community cohesiveness and increasing their ability to participate in their local government processes.
- Assisted in the development and supported the Community Action Team (C.A.T.) combining community Police Officers and Code Enforcement Officers to address issues identified by the community as problem areas.
- Developed and supported a team consisting of Code Enforcement staff, Business Tax staff, Fire Department staff, Utility Department staff and Planning & Zoning staff to address life safety issues requiring businesses to comply with environmental regulations.
- Administered the City of Boynton Beach Towing Contract/Agreement

Community Involvement:

- Member of Boynton Beach Chamber of Commerce and a Leadership Boynton Beach graduate.
- Participated in numerous Paint Your Heart Out campaigns working closely with Solid Waste Authority Liaison Joanna Aiken.
- Participated in numerous community clean-up efforts.
- Attended countless Neighborhood/HOA/COA meetings and events designed to improve the quality of life for the residents and/or business owners.
- Participated in all Citizens' Police Academy (C.P.A.) courses.
- Went to all City Commission meetings.
- Participated in all Boynton Beach G.A.L.A. events.
- Participated in all Building Safety week programs and exhibits
- Worked closely with the Community Redevelopment Agency in identifying and developing housing strategies for those that couldn't afford to upgrade their properties.



Professional Experience:

**Community Champions – Sales & Enforcement Officer
2011 – Present**

My experience with the company includes being a client from 2009 – 2011 and since my employment with Community Champions I've provided consulting services, enforcement support, training, sales and other related functions and continue in these roles today with primary emphasis on establishing new relationships with communities on a National scale while ensuring the quality of our service delivery to existing communities as well.

City of Boynton Beach Police Department – Code Enforcement Administrator

1989-2011

During this time I was responsible for the administration of the City of Boynton Beach Code Compliance Division and the Boynton Beach Animal Control Division and reported directly to the Chief of Police. My strengths in this capacity are as follows:

- Strategic planning
- Strategic management
- Community interaction and organizing
- Team building and directing
- Voluntary compliance
- Revenue/Fee collection
- Nuisance Abatement management – lot mowing, demolitions, abandoned car removal, securing of structures
- Working with internal and external agencies to accomplish community and enterprise objectives

**City of Boynton Beach Development Department – Code Enforcement Officer
1987-1989**

During this time I was a Code Enforcement Officer working under the Building Official and performing standard duties associated with this classification. It was during this time I worked closely with Palm Beach County Housing and Community Development to eliminate over one hundred (100) mostly vacant and unsafe structures. The experience was rewarding as I was able to help those that were economically challenged obtain new houses free of charge as their old ones had to be demolished using Block Grants obtained by Palm Beach County. Also, during my two years as a Code Officer I obtained the S.B.C.C.I.



Certifications and started obtaining F.A.C.E. certifications as well in order to improve my knowledge in the Code Enforcement field.

Yilda "Gigi" Christian
Community Support Manager
ychristian@cchampions.com

During my professional career of more than 17 years in Business Administration, I have the opportunity to work in private companies and for the federal government. I possess the following qualities: leadership, management of multiple tasks and high adaptability to any enterprise's environment. I enjoy keeping myself busy and always put forth an extra effort when completing a task. I can work unsupervised as well as supervising others.

PROFESSIONAL EXPERIENCE:

Community Support Manager October 2013 – Present

Community Champions, Melbourne, FL

- * Maximized the registration reviews in monthly basis to 20,000 and increased the accuracy/quality to 90% or more.
- * Ensure that SLAs are met and that quality targets are reached.
- * Established Standard Operating Procedures (SOP), Guidance and Policies
- * Prepare and submit yearly budget plans to Office of Budget Planning
- * Efficiently allocate incoming requests to the team, prioritizing actions and monitoring team resource so that customer deadlines are met.
- * Identify and highlight best practices in support management through continuous assessment, and feeding process and product recommendations to the Operations Director.
- * Conduct performance appraisals for the team, identifying weaknesses and offering coaching and mentoring in areas that require it.
- * Compile reports on SLA targets, numbers and types of request, communicating findings to the Operations Director and to respond to any further requests for data that are required for analysis.
- * Communicate and be the focal point for the dissemination of information from management to the team and vice versa.

Managing Editor & Director of Operations June 2013 – September 2013

Hispanic American Consumer Magazine, Palm Bay, FL

****Closed Operations**

- * Provide administrative support to Owner/President (e.g. answer phone calls, reply emails, maintain his social networks).
- * Communicate with people outside the company; represent the company in public, events, and other external sources.
- * Formulate basic layout design or presentation approach, and specify material details, such as style and size of type, photographs, graphics and more.
- * Review and approve proofs of printed copy and art and copy materials.
- * Maintains customer confidence and protects operations by keeping information confidential.
- * Manage calendars; write proposals or quotes; arrange meetings; request estimates, and other administrative duties.

Art Director / Translator March 2013 – May 2013

Brevard Workforce, Palm Bay, FL

(JEMA Communications DBA Al Día Today Newspaper)

- Provide administrative support to Owner/President.
- Illustrates concept by designing rough layout of art and copy regarding arrangement, size, type size and style, and related aesthetic concepts.
- Prepare work to be accomplished by gathering information and materials.
- Translate full documents/news from English to Spanish and from Spanish to English.
- Maintains customer confidence and protects operations by keeping information confidential.
- Assist clientele as they enter office and via phone.
- Perform filing, data management, drafting and editing short office memos.
- Establish meetings with customers; implement forms and logs.

- Assist with all other office administrative duties.

Supervisory Administrative Assistant July 2008 - October 2012

Defense Contract Audit Agency (DOD/DCAA), Fort Belvoir, VA

Assist the Branch Manager and Supervisors, including; monitoring tasks, maintaining the office calendar, and producing a variety of correspondence and reports. Manage personnel files and records. Complete, release and approve timesheets. Provide administrative assistant to the all the staff regarding their personal and personnel information. Planning, directing and reviewing the work of another administrative staff. Establish and maintain Standard Operating Procedures (SOP). In addition, I also have the following duties:

- Information System Security Officer (ISSO)
- On-boarding Member Staff for New Hires
- Alternate Security Officer
- Document Custodian
- Defense Property Accountability System Officer
- Timekeeper
- Purchasing & Supply Management

Accomplishments:

Obtain a Successful result in my Security Assessments in my office for three consecutive years. Selected as Representative Officer of the Combined Federal Campaign of National Capital Area (<http://cfcncnca.org/>) and Feds Feed Families (<http://www.fedsfeedfamilies.gov/>) in my branch. These opportunities have allowed me to help others in different ways.

Selected to represent the FAO in the Ad HOC Committee of new control of classified documents. Designated as the Courier person to transport classified documents.

Collection Officer – Finance Department May 2004 – June 2008

Overseas Insurance Agency - Guaynabo, Puerto Rico Supervisor: Tomas Hernandez, Credit Manager

Performs timely and accurate posting of manual and electronic payments receipts (cash, check, credit cards and more), and adjustments to the customer accounts to meet billing deadlines. Generates various reports to identify outstanding credit balances and request the reimbursement checks as necessary. Prepare the bank deposit. Review and adjust transactions (invoices/payments). In charge to adjust credits on accounts, such as: Coca



Cola, Salvation Army, McDonalds among others. Prepare the Brokers/Agent's commissions checks. Reconcile accounting books within the companies.

EDUCATION

Metropolitan University (Online)

Earned 21 credits toward a MBA in Human Resources & Logistic 2009-2010

Metropolitan University, Puerto Rico

Earned 15 credits toward a MBA in Accounting 2007-2008

Sagrado Corazón University, San Juan, Puerto Rico Basic/Intermediate Italian Conversation Course (2004)

University of East (Universidad del Este), Carolina, Puerto Rico Business Administration - Concentration in Management Bachelor Degree, June 1997

Manuela Toro Morice High School, Caguas, Puerto Rico General and Accounting Diploma, June 1994

Job-related Honors, Awards, Special Accomplishments, and Additional information:

Support to the Staff / Appreciation - Spot Cash Award, DCAA, 10/2012 Exceptional Performance (FY 2011), 12/2011

Support of the Feds Feed Families Food Donation Drive - Spot Cash Award, DCAA, 09/2011 Promotion to Supervisory Office Automation Assistant, 08/2011

Security Assessment - Spot Cash Award, DCAA, 08/2011 Acting Supervisor Support - Spot Cash Award, DCAA, 02/2011

Exceptional Performance (FY 2010) - Spot Cash Award, DCAA, 09/2010 Administrative Support - Spot Cash Award, DCAA, 12/2009

Top Secret Security Clearance, 10/2008

Single Scope Background Investigation (SSBI) with counterintelligence polygraph, 10/2008

Mary Enstrom
Community Liaison

COMMUNITY CHAMPIONS 2013 – present

Community Liaison and Enforcement Program Coordinator

- * Service all government partners to ensure satisfaction with our products and services to include annual on-site consultations and trouble-shooting as needed.
- * Train government staff on utilizing our software products.
- * Provide info on potential changes to ordinances to assure pro-activeness
- * Pilot different enforcement strategies with several communities
- * Develop an online training program for communities
- * Provide feedback to other company teams

THE CITY OF FORT MYERS, FL CODE ENFORCEMENT 2006 - 2013

Collections Manager and Admin Supervisor

- * Managing the Abandoned Real Property Registration program
- * Tracking/monitoring the Unsafe Structure cases from Notice of Violation to Compliance/Abatement, including appeals
- * Division liaison to the Information Technology Systems (ITS), Lee County Property Appraiser (LEOPA), Purchasing, Finance, City Clerk and City Attorney's offices.
- * Day to day enforcement division planning to solve issues and concerns
- * Code collections and admin staff supervision
- * AmeriCorps*NCCC grant writing and onsite coordinator

THE NATURE CONSERVANCY (TNC) 1992 - 2005

Volunteer Program Manager for the National Marine Sanctuary System

Director, Volunteer Stewardship Exchange

Volunteer Coordinator, Florida Keys National Marine Sanctuary (FKNMS)

- * Designed and operated the volunteer program for the FKNMS
- * Built on that program design to plan and direct the Volunteer Stewardship Exchange which recruited and placed volunteers in TNC and partner programs
- * Promoted the Exchange in a variety of written and verbal forums
- * Designed training methods and materials for staff and partners
- * Developed and implemented budgets
- * Developed tools and trained staff at all 13 national marine sanctuaries on volunteer program management
- * Developed a Volunteer Program Learning Center on NOAA's Intranet
- * Designed recordkeeping tools
- * Developed plans for recruiting and recognizing volunteers
- * Participated in donor relations

State of Oregon 1982 - 1992

South Slough National Estuarine Research Reserve

Assistant to the Manager

EDUCATION

B.S. Management

Linfield College, McMinnville, Oregon, Cum Laude

A.S. Law Enforcement

Lane Community College, Eugene, Oregon, Phi Theta Kappa



Variety of Workshops, Conferences and Continuing Education

Including Training Facilitation through Zenger-Miller, FACE Level 1 and 2;

Additional Team Members:

Ron Mulberry, MBA – Senior Vice President

Ron has over 35 years of business management experience. Within CChampions he is leading property revitalization within partner communities through the establishment of nonprofit partnerships, at risk property acquisition processes and secured revitalization funding. Previously, Ron was Vice President of Wells Fargo Armored Company, Atlanta, GA (a division of: Borg Warner Security Corporation, Chicago, IL) - a nationwide armored courier and ATM service company employing 6500 employees and operating 1800 vehicles with gross revenues over \$250 million.

Nicholas F. Tsamoutales- General Counsel

County Attorney Emeritus for Palm Bay, FL, Nicholas Tsamoutales has considerable experience as special counsel to many cities and specializes in Administrative and Local Government Law. Additional areas of practice include Corporation, Family, and Business Law. Of Nicholas' many distinctions and honors, he has been the immediate past President and the founding member of the *Florida Municipal Attorney Association* along with being recognized as the founding member of the *Florida Association of Police Legal Advisors*. He will be involved in all legal matters pertaining to CChampions daily business activities, business model implementation, and its primary liaison with corresponding legal counsel for the municipalities.

The preceding Staff and Team members will be working directly with the City of Jacksonville, along with support staff not listed.

- End Resumes -

2. Current Workload – CChampions currently has 227,711 active registrations in our proCHAMP registry program administered by a large team of review professionals to ensure the quality of these registrations and all related data. Additionally, our review team processes hundreds of support requests weekly in response to requests from responsible parties, Government staff and other related entities while maintaining a 3-5 day turnaround standard for response.

3. Financial Responsibility – The CChampions' registry program is completely transparent in the sense that any government employee can securely log in at any time from any location and view their registration data. This includes registration processing specific to properties registered and payments collected. All communities are provided a monthly remittance report detailing the number of properties registered accompanied by a check for those properties that were registered that particular month. It's also important to note CChampions dedicates a portion of our registration revenues to supporting local non-profits in the rehabilitation of properties in a number of communities across the State of Florida that are partners with us.

4. Ability to Observe and Advise whether plans and specifications are being complied with, where applicable – CChampions' Management Teams are always available respond to the various plans and specifications in each of our communities to include the fact that each community has an assigned team of reviewers intimately knowledgeable of the requirements of a particular community.

5. Past and present record of professional accomplishments with city agencies and others –

- Recognized in 2015 for our best practice programs by
 - I.C.M.A. – International City Manager's Association
 - F.A.C.E. – Florida Association of Code Enforcement
 - F.C.C.M.A. – Florida City and County Manager's Association
- Completed a number of rehabilitation projects in the City of Jacksonville working with the Jacksonville Community Development Coalition Corporation
- Successfully worked with approximately 6-8 communities in Florida to integrate Code Enforcement data into our PRO CHAMP registry platform thereby eliminating redundant processes for local Government in entering Code violations into their systems

6. Proximity to the project – While the property registration program is driven by technology, our corporate office is located in Melbourne, Florida and therefore reasonably close to the City of Jacksonville. CChampions also has an satellite office located at 1501 N. Main St., Jacksonville, FL, 32206.

7. Past and present demonstrated commitment to small and minority business and contributions toward a diverse marketplace. – CChampions endeavors to meet or exceed expectations in this area and honors all community mandates with respect to working with minority owned/run businesses.

8. Ability to design an approach and work plan to meet the project requirements – In addition to the CChampions' review team and management teams, CChampions has Code Enforcement professionals that not only meet with staff twice annually, but are available at all times to address any concerns or project initiatives that may arise outside the scope of the bi-annual visits.

CChampions will provide all the required services necessary to develop and implement the property registry and fee collection program in accordance with the requirements of the City's adopted Ordinance, applicable State of Florida laws, Federal laws, and shall include, but is not limited to, the following:

A. proCHAMP (web-based property registration application)

At the center of the CChampions property registration program is our **proCHAMP** web-based application.

proCHAMP facilitates all registration processes, activities, collaboration and communications. Its primary strengths include ease of use, security and accessibility from any device with an internet connection. **proCHAMP** is proposed to be a collaborative tool for code enforcement and all other public safety agencies to view the registration, occupancy and foreclosure status of properties in Jacksonville.

Additional proprietary features of the **proCHAMP** web-based application include:

- Diminishes inaccurate registration data, by requiring the registrant to choose the property merged from public record instead of manually registering data that may be more likely to diminish data integrity.
- Neighbors and Homeowners of both potential and/or registered properties can take advantage of the citizen's request feature, that will send automated emails to code enforcement or other designated government officials and agencies while also notifying the mortgagee/responsible party and property manager via email.
- Secure and encrypted access

- GIS / Mapping views and capabilities
- Automated receipt, confirmation, renewal, update and other notifications.

proCHAMP has evolved over several years of development and it leads the industry in capabilities, accessibility, reliability and quality assurance. In fact, more properties are registered with **proCHAMP** than with any other application in the country.

In order to continue to lead all other property registration systems we regularly gather feedback from our partner communities and continue to build a roadmap of innovative features that will continue to improve our processes, simplify the user experience and continue to provide the most effective registration solution available.

B. Property Data Collection and Analysis

CChampions collects and compiles up-to-date property, foreclosure, violation, lien and vacancy data from public and 3rd party data resources creating a 360-degree view of the property. CChampions analyzes this data through automated business rules and qualifies the need to register.

The compiled data records provide visibility into potential properties that are or have been subject to registration. This data is made accessible to all GOVT staff via secure access to **proCHAMP**. The compiled property data is not only useful for determining registration compliance but can also be useful for many other government programs. For example, the data can be useful for first responders in identifying occupancy status of a foreclosed property and in the identification of target properties for Neighborhood Stabilization Funds and other Grants.

C. Proactive Registration Services

Implementing proactive identification, assignment, notification and enforcement, CChampions provides the means for communities to get in front of problems caused by neglected properties and achieves and maintains high registration compliance rates.

Proactive Identification

CChampions, in accordance with City of Jacksonville's Property Registration Ordinance and utilizing the compiled data, will immediately identify properties qualified for registration.

Properties will be identified that are subject to a mortgage and involved in a foreclosure action or whereby a mortgagee has taken title to a property through a foreclosure action or deed-in-lieu of foreclosure sale.

Proactive Assignment

All properties that are identified as needing registration are manually reviewed by the CChampions support team to confirm the obligation to register prior to assignment. Once the obligation is confirmed the support team does the necessary research to determine the current responsible party and then they assign the property for registration.

The CChampions support team also follows this manual review and assignment process for voluntary new registrations, on deregistration and on annual renewal.

Proactive Notification

CChampions maintains a proprietary database of key contacts within Real Estate, Property Preservation, Banking, and Lending organizations. This proprietary responsible party contact database includes contact information for the managers of various business units and departments of the largest lending institutions.

CChampions will use this proprietary database and its ongoing relationships to proactively notify and ensure responsible parties have up to date ordinance information and understand their obligations to comply with registration and resolve any active violations.

Responsible parties are notified via email of all non-compliant property registrations. These notifications are tracked and viewable securely by GOVT staff in proCHAMP.

CChampions will also make contact with the state, regional, and local mortgagees and provide ordinance requirements, process and procedural training, and support for registration.

Proactive Enforcement

If after repeated notifications the property registration remains non-compliant then enforcement may be necessary. GOVT staff will have access to detailed reports of all non-compliant Registrations.

Our code enforcement experts will work collaboratively with the City of Jacksonville to establish a collaborative enforcement plan. For repeat and high volume offenders our code enforcement experts will assist where possible in the enforcement process.

D. Registration (Data and Fee Collection)

Registration Data

proCHAMP provides a web-based electronic registration form. After selecting a property from proCHAMP property database, the mortgagee or responsible party completes the form by providing the following information:

- Mortgagee; name, contact, address, telephone, email.
- Servicer; name, contact, address, telephone, email
- Foreclosure Status

- Occupancy Status
- Last Inspection Date.
- Property Management Company; name, contact, address, telephone, email.

Note: All responsible party, organization and contact information goes through quality control validation by CChampions support staff and is controlled by **proCHAMP**.

Registration Fees

As part of our Property Registration Program we manage the entire registration fee collection process for our community partners. We've streamlined this process to benefit both responsible parties and to improve compliance. We provide multiple means of collecting registration fees both online and through traditional channels. These include:

- Pay Online – using any major credit card
- Pay by Invoice/Check
- Pay by ACH
- Pay by DPP (Deferred Payment Program) – DPP is similar to online payment minus the credit card fees. This is a unique payment method that makes it easier and less costly for Responsible Parties to pay their registration fees and in so doing improves compliance.

Our payment process is seamless for our Community Partners. At anytime our partners can get a real time report of all registration payments through proCHAMP. Monthly we provide a detailed remittance report and a deposit to equal Jacksonville's portion of the registration fees received.

At all times GOVT staff have complete visibility and audit capability of registration and payment processing.

Note: In preparation for supporting Jacksonville's amended ordinance CChampions is in the process of adding support for the collection of Late Fees and Update Fees to be included in **proCHAMP**.

E. Registration Support Services

CChampions assigns a dedicated registration support team to respond to all registration support questions or concerns. Support questions range from disputes surrounding the obligation to register, simple property address validation and request for assistance with registration. The CChampions support team currently responds to hundreds of support requests from responsible parties weekly.

CChampions' Operations Cycle

- Conduct "Onboarding" – this will include a review of roles and responsibilities, reporting procedures, communications and best practices
- Provide staff training and access to **proCHAMP**
- Cite the ordinance to responsible parties
- Analyze public filings and other data sources to determine compliance of all properties in foreclosure
- Notify responsible parties of non-compliant properties.
- Collect the registration fee and registration data.
- Audit the registration-data to ensure accuracy.
- Check the data monthly for accuracy, tracking, and status changes.
- Regularly report and/or communicate to staff, registrants, and other industry related parties.
- Remit registration revenue and additional reporting for audit and accounting.
- Answer all registration support questions

Timing & Timeline

The standard onboarding timeline is N/A because CChampions is already partnered with the City of Jacksonville as its registration partner and is already collecting registrations on its behalf. Upon selection and contracting CChampions will simply continue managing the program it is already responsible for.

Training

CChampions provides GOVT staff both custom and standard onsite and online training. As need CChampions will conduct custom on-site and/or online trainings to familiarizing staff with **proCHAMP** and the registry processes.

Also CChampions will make available to staff unlimited, online training which is provided by CChampions staff every other Wednesday and can be scheduled via **proCHAMP** or by sending an email to training@cchampions.com.

Reporting

proCHAMP provides extensive real time reporting capabilities. These reports are exportable to Excel spreadsheets for additional customization and analysis. Also, custom reports will be provided by CChampions upon request.

Also, to ensure all Jacksonville and CChampions staff are in sync we will conduct a bi-annual health check. During these health checks we will review reports on registrations, non-compliance, foreclosure trends, etc. Additional calls or meetings can be scheduled and will be provided at the discretion and convenience of the government partner's staff.

ADDITIONAL CONTACTS

Note: The following dedicated email addresses can be used by both City representatives and registrants to ask additional questions:



Executive Staff- executive@cchampions.com

General Counsel -legal@cchampions.com

Registration Support - support@cchampions.com

9. Quotation of rates, fees or charges and other detailed cost proposal or cost breakdown information –

New and Renewal Registration Fee - CChampions maintains a straight forward business model with respect to registration fees, charges and costs. Our registration revenue share agreements simply state that CChampions retains \$100.00 of each registration processed/collected with the remainder going to the community. CChampions reserves the right to approach the city to renegotiate fees for each renewal year.

Late Registration Fee – Jacksonville's ordinance requires a \$50 late fee. When collected this \$50 late fee will be entirely remitted by CChampions to the community.

Registration Update Fee - Jacksonville's ordinance requires a \$50 update fee. This \$50 update fee will be retained by CChampions with no portion being remitted to the community

10. The volume of current and prior work performed for using agencies shall be considered a minus factor – CChampions does not perform any other services for the City of Jacksonville.

Additional Information

CChampions' Bank of Record is Florida Community Bank located at 2105 N. Courtenay Pkwy, Merritt Island, FL 32953. (321) 453-8500. Catherine L. Kline is the Branch Manager.

CChampions' has had no contract failures or allegations of failure. Neither CChampions' nor its management team has had any civil or criminal litigation, nor is management aware of any investigations pending, which involves the company, and/or the offerors of this response to proposal.

P-38-15

P-38-15

Foreclosed and Abandoned Property Registry

2015-09-02

Wednesday, September 02, 2015

2015-08-03

1

The Planning and Development Department/Housing and Community Development Division of the City of Jacksonville, Florida, will require the services of a Consultant/firm to provide Foreclosed and Abandoned Property Registry (P-38-15). All interested persons can download the RFP @ <http://www2.coj.net/rfp/rfpdefault.asp> The City of Jacksonville is an Equal Opportunity Employer and encourage expressions of interest for the described services from Jacksonville Small Emerging Businesses (JSEB) Replies must be delivered to the City of Jacksonville, Procurement Division, Attn: Professional Services Specialist, 214 N. Hogan Street, Suite 105, Jacksonville, FL, 32202. Proposals must be received no later than 2:00 p.m. Wednesday September 9 2015



P-38-15.pdf



0.00



Baker, Alex

Contact Group Name:

P-38-15 AP REGISTRY

Members:

Community Champions
Safeguard Properties

dmulberry@cchampions.com
vpr@safeguardproperties.com

P-38-15 Foreclosed & Abandoned Property Registry

DATE:

COMPANY NAME & ADDRESS[illegible]

Proposal Receipt Form

Announcer

Mark Williams

Recorder

Paul Sampson

PROJECT NO.

P- 38 - 2015
Registry of Foreclosed/Abandoned
Properties

PROJECT

PLN 1

No. of Firms Responding to RFP

No. of Companies Not Interested

*Orig + 2 copies
6 CDs*

*Community Champion
Corp*

IMPORTANT: The Subcommittee Report (Shortlist) for this project is scheduled to go before PSEC on or before 9/23/15, and Fee & Contract Negotiation Report is scheduled to go before PSEC on or before 10/23/15

Receipt of Proposals Acknowledged By:

[Signature]

DATE:

9/23/15

ALL EVALUATORS ARE REQUIRED TO SCORE IN ACCORDANCE WITH THE SCORING CRITERIAL OUTLINED IN THE RFP. ALL EVALUATORS ARE REQUIRED TO SCORE INDEPENDENTLY. COMMUNICATION BETWEEN EVALUATORS AND WITH RESPONDENTS DURING THE EVALUATION PERIOD IS STRICTLY PROHIBITED.

Receipt of CD of Proposals Acknowledged By:

PSEC Chairman

[Signature]
Equal Business Opportunity Office

Treasury

Office of General Counsel

PROCUREMENT DIVISION



September 17, 2015

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, City Hall at St. James
Jacksonville, Florida 32202

Dear Mayor Curry:

Ref: P-38-15 Foreclosed and Abandoned Property Registry
Planning and Development Department/Housing and Community Development Division

The Professional Services Evaluation Committee met today in Conference Room 851, on the eighth floor of the Ed Ball Building, to conclude evaluation of various firms regarding the above-referenced project.

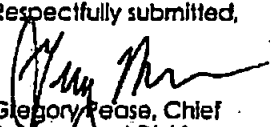
Recording of the deliberations of the committee meeting are available in the Office of the Chief of the Procurement Division.

It is the consensus of the committee that the one firm responding to the Request for Proposals, was found to be responsive, interested, qualified and available to perform the required service and that firm is:

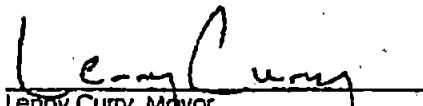
1. Community Champions Corporation

If the above meets your approval, please notify the undersigned so that fee and contract negotiations may begin with Community Champions Corporation, the number one ranked firm.

Respectfully submitted,


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

APPROVED:


Lenny Curry, Mayor

This 22 day of September, 2015

GP: eb

cc: Council Auditor
Subcommittee Members
James McCain, OGC
Philip Toston, GAD


9/23/15
RST

HOUSING AND COMMUNITY DEVELOPMENT DIVISION



MEMORANDUM

Date: September 10, 2015

To: Gregory Pease, Chairman
Professional Services Evaluation Committee

From: Carla Ray
Housing and Community Development Division

Subject: Subcommittee Report for P-38-15
Foreclosed and Abandoned Property Registry

The Housing and Community Development Division RFP Subcommittee received one (1) response for the above referenced item and found it to be responsive, interested, qualified and available to provide the services required by the RFP. The proposal was independently evaluated by the subcommittee members utilizing the criteria outlined in the Purchasing Code as augmented by the RFP (see attached scoring matrix). The subcommittee members provided their scoring to Authority staff for calculation of the average scores for the vendor in each of the ten (10) categories.

Based upon the above, the following firm was determined to be qualified:

Community Champions Corporation

We are submitting the attached information for your review and discussion at the next PSEC meeting, Thursday, September 17, 2015 at 10:00 am.

Please do not hesitate to contact me if you need additional information or if you have any questions or concerns. Thank you.

Attachments: Scoring Matrix (Averaged)
Scoring Matrix (Subcommittee Member – Laura Stagner)
Scoring Matrix (Subcommittee Member – Caleena Shirley)

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EVALUATION TO BE USED BY SUBCOMMITTEE

(Averaged)

PROJECT NO.
PROJECT TITLE:

Community Champions Corporation	25 points)	EXPERIENCE AND TECHNICAL KNOWLEDGE	35
ITEM	(5 points)	CURRENT WORK LOAD	4
RESPONSIBILITY	(15 points)	FINANCIAL	15
Ability to observe and advise whether plans and specifications are being complied with, where applicable	(5 points)		4
Part record of professional accomplishments	(10 points)		9.5
Priority to the project involved	(5 points)		4
Fast and present demonstration of commitment to small business and ability to meet the needs of design and other charges and fees of design and proposal or cost breakdown information where applicable	(10 points)		16.5
Ability to design an approach to meet the project requirements, where applicable	(15 points)		14
Quotation of rates, other charges and fees of design and proposal or cost breakdown information	(15 points)		3.5
Factor considered a minus			97.5
OVERALL			97.5

EVALUATION TO BE USED BY SUBCOMMITTEE

P-38-15
Foreclosed Property Registry

Laura Stagner-Lites

Competition

* All Attachment & requirements have been met.

p.38-15
 Foreclosed Property Registry

Caleena Shirley

	FIRM	Community Champions Corporation
1	(25 points) EXPERIENCE AND TECHNICAL KNOWLEDGE	25
2	(5 points) CURRENT WORK LOAD	3
3	(15 points) FINANCIAL RESPONSIBILITY	15
4	(5 points) Ability to observe and advise whether plans and specifications are being complied with; where applicable	5
5	(10 points) Past record of professional accomplishments	10
6	(5 points) Proximity to the project involved	3
7	(5 points) Past and present commitment to small businesses and minority contributions toward a diverse market place	0
8	(20 points) Ability to design an approach and work plan to meet the project requirements, where applicable	15
9	(15 points) Quotation of rates, fees or charges and other related cost breakdown proposal or cost information	15
10	(5 points) The volume of current and prior work performed for client agencies shall be considered a minus factor	5
	OVERALL	96