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City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC 126.204 (a) New Award, Renewals, Waive Technical Defects, Price Increases, NTE Increases.

Goods and/or Services: Animal Feed for Shelter

Requested Action and Justification:

Recommend approval of a Single Source award to Hill's Pet Nutrition Sales, Inc. for dog and cat food through the Hill's Food, Shelter & Love Program. The period of service will be for an initial term of one (1) year from date of executed contract with two (2) one-year renewal options. The total award amount will be $300,000.00.

This award will be executed by formal contract amendment through the Office of General Counsel.

Supplier:	Hill's Pet Nutrition Sales, Inc.	**Basis of Award:**	N/A	**BID Opening Date:**	

POA #:	NA	**PO #:**	NA	**Change Order #:**	NA
Solicitation #:	SS 17795 26	**Contract #:**	TBD	**Contract ADM #:**	NA
Term:	1 year	**Options:**	2-1yr	**Options Used:**	0

Federally Funded:	No	**JSEB Rec:**	N/A
Licenses Verified:	No	**JSEB %:**	N/A
Bonds Required:	No	**Bonds Waived Pursuant To:**	N/A

Fund:	00111	**Center:**	172101	**Acct:**	552050	**Proj:**	000000	**Activity:**	00000000	$	300,000.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$	
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$	

New NTE/GMP:	$ 300,000.00	**Contingent Amt:**	$ 0	**DMP/ODPO Amt:**	$ 0

Using Agency/BU:	ASAC:ANIMAL CARE AND PROTECTIVE SERVICES DIVISION		
Concurrence:	Signed by: Richard, Richard 3196CA8D7311495...	**Title:**	OFFICE OF ADMINISTRATIVE SERVICES MANAGER 5/8/2026
Concurrence:		**Title:**	
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Procurement Analyst/Buyer:	Signed by: Simpson, Sandy 309A036BE9B74A5...	**Chief of Procurement:**	Signed by: B19F1D517352456... 5/19/2026
Name:	Simpson, Sandy	**Name:**	Dustin L. Freeman

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:		**Action:**	
Members who disapprove:		**Signature:**	
Date:		**Date:**	

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PAF Instructions
Part 1 (using agency)

Form Type: This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

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

Requested Action and Justification: Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

Supplier: Enter awarded supplier name**.** If multiple, include in "Requested Action and Justification" box.

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

Bid Opening Date: The date bids were unsealed by Procurement.

POA #: This is your 1Cloud generated Agreement number. Select Type, Enter Number.

PO #: Enter the PO number or agreement release number.

Change Order #: Provide the applicable change order number represented by this request.

Solicitation #: Select Prefix type, Enter Number, and Year.

Contract #: This number should be the same as your POA number (unless procured prior to 2020)

Contract Amendment #: Provide the applicable amendment number represented by this request.

Term: Select the Period of Performance or Term for the initial period.

Options: Period of time for each renewal or option.

Options Used: Prior to this request, enter how many options were already used.

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

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

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

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

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

DMP/ODPO Account: Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

Using Agency/BU: Select one from the dropdown list.

Concurrence: Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

Title: Title of person electronically signing form.

Attachments: Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards*.

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

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

HILL'S PET NUTRITION SALES, INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

6180 SPRINT PARKWAY

Requester's name and address (optional)

6 City, state, and ZIP code

OVERLAND PARK, KS 66211

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

7 4 – 2 8 5 5 7 6 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Paige Henry **Date** 01/07/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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Hill's Food, Shelter & Love® Program

Confirmation of Interest

CONFIDENTIAL

Shelter Name: City Of Jacksonville-Animal Care & Protective Services
Address: 2020 Forest St., Jacksonville, FL
City: Jacksonville
State: FL
ZIP: 32204

Contact Name: Rebecca Rawls
ID: 84413226
Telephone: (904) 255-7392
Fax:

Date: 3/17/2026

Below is an estimate of your facility's potential weekly Hill's® Science Diet® brand pet food needs based on the pet adoption information provided on your Eligibility Application. This food estimate includes in-shelter feeding pounds (food used to feed animals while in your care) and Science Diet® adopter kits given to adopters at the time of adoption. Hill's reserves the right to substitute the specific Science Diet pet food products that Shelter normally orders, with nutritionally equivalent Science Diet pet food products at any time. Substituted products may vary in size.

To move forward with your eligibility review, confirm the information below is correct. If the information is not correct, please contact us with the necessary adjustments. We will then proceed with the eligibility review or send a revised Confirmation of Interest based on the necessary adjustments noted.

If your organization is accepted into the Hill's Food, Shelter & Love® Partner program, you will be offered a contract as a next step in the process.

In-Shelter Feeding - Weekly needs estimate

Lifestage	Approx. Average # Housed Daily	Product Fed	Bag size Lbs	List Price	Approx. # of weekly bags needed	Cost at List Price	% Discount of List Price	Savings with HFSL program	Cost at Discounted List Price
Kitten	150	Science Diet Kitten	35	$ 55.95	5 ✓	$ 279.75	74%	$ 207.01	$ 72.74
Feline adult	92	Science Diet Adult Cat	20	$ 32.50	5 ✓	$ 162.50	74%	$ 120.25	$ 42.25
Puppy	50	Science Diet Puppy	35	$ 35.47	5 ✓	$ 177.35	56%	$ 99.32	$ 78.03
Canine adult	350	Science Diet Adult Dog	35	$ 33.43	46 ~~29~~	$ 969.47	56%	$ 542.90	$ 426.57
TOTAL Estimate Weekly					44	$ 1,589.07	61%	$ 969.48	$ 619.59
TOTAL Estimate Annual					2288	$ 82,631.64	61%	$ 50,412.96	$ 32,218.68

This estimate is based on Science Diet List price at the time of this Confirmation of Interest. List prices are subject to changes.

Product will be provided at the % discount of list price as displayed above and your shelter will be invoiced on a monthly basis.

Adoption Kits - Weekly needs estimate

Lifestage	Approx. # Adopted Annually	Approx. # of weekly adopter kits needed
Kitten	1456	28
Feline adult	615	12
Puppy	519	10
Canine adult	1848	36
TOTAL	4438	86

Total Annual Retail Value of all food delivered to shelter: $ 188,672.12

Shelters will be enrolled based on program eligibility and qualifications. Please accept this Confirmation Of Interest within two weeks of receipt and you will be entered into the review process. THIS IS NOT A CONTRACT. We will contact you regarding your program eligibility once the review is complete.

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SHELTER AGREEMENT

THIS AGREEMENT is made and entered into the _____ day of _____(month), _____(year) (the "Effective Date"), by and between **HILL'S PET NUTRITION SALES, INC.**, a Delaware corporation with its principal place of business located at 6180 Sprint Parkway, Overland Park, KS 66211 ("Hill's"), and CITY OF JACKSONVILLE-ANIMAL CARE & PROTECTIVE SERVICES, with its principal place of business located at 2020 Forest St., Jacksonville, FL, Jacksonville, FL 32204 ("Shelter").

WHEREAS, Hill's and the Shelter desire to enter into an arrangement whereby Hill's provides and/or makes available select Hill's brand pet food, under specified terms set forth in **Appendix B** (hereafter "Shelter Food"), for the express and limited purpose of feeding cats and dogs in the care of the shelter, including cats and dogs in the Shelter's foster programs that are not yet adopted (hereafter "Pets"), in exchange for the Shelter:

(i) exclusively feeding Hill's brand pet food to Pets; and

(ii) actively displaying and communicating Hill's Food, Shelter & Love partnership, as specified herein, in the course of Shelter's public communications and Pet adoption activities.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, and provisions contained herein, the parties agree as follows:

1. Hill's Obligations. Hill's covenants and agrees to the following obligations.

(a) Hill's agrees to provide and/or make available Shelter Food to the Shelter under terms as specified in Section 4 and **Appendices A and B**, subject to the following:

(i) The type of Shelter Food provided and/or made available by Hill's to the Shelter is set forth in **Appendix B**. Hill's reserves the right to substitute or designate the type of products provided as noted in **Appendix B**.

(ii) All pricing is subject to change with 30 days written notice.

(iii) Hill's may take any legally permissible action that, in Hill's discretion, is necessary to prevent or stop the unauthorized resale or distribution of any Hill's pet foods ordered through the shelter's Hill's Food, Shelter & Love account.

(b) Hill's agrees to give Shelter access to Hill's Shelter Partner Portal (the "Portal"), which enables Shelter to order Hill's pet food, Adopter Kits, and shelter materials. It also enables Shelter to enter adoption reporting information, review Shelter's contract, and access Hill's logos and digital marketing materials specifically created for Hill's Food, Shelter & Love partners.

(c) Hill's agrees to give Shelter access to the Hill's VIP Market feeding program for all paid shelter staff, if allowed by law.

(d) Hill's, for the duration of the Agreement, grants Shelter a non-exclusive, limited, non-transferrable, revocable, non-royalty bearing license to use Hill's trademarks, logos, and other intellectual property as may be required by Shelter to fulfill its promotional activities pursuant to Section 2, below.

2. Shelter's Obligations. Shelter hereby covenants and agrees to the following obligations.

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(a) Shelter agrees to maintain its credentials and standards of care for Pets at all times during this Agreement, including without limitation to the following:

(i) Maintaining in good standing its status as a 501(c)(3) not-for-profit organization or as a governmental entity, and notify Hill's immediately of any actual or threatened revocation of that status;

(ii) Housing all Pets in a safe, caring, clean and socially-enriched environment;

(iii) Refraining from subjecting or exposing Pets to abusive or inhumane treatment;

(iv) Educating Pet adopters about caring for Pets; and

(v) Employing, or affiliating with, one or more veterinarians who can and do provide on-going healthcare for Pets.

(b) Shelter agrees to purchase Hill's pet foods for the sole purpose of exclusively feeding to Shelter's Pets (as set forth in Section 4 and **Appendix A** of this Agreement). If there is a medical or other condition that would prohibit the use of Shelter Food or another Hill's brand pet food for a particular pet, the Shelter is not required to feed a Hill's brand pet food to that pet.

(c) Shelter agrees to make good faith efforts to ensure that Shelter's employees and volunteers involved with the Pet adoption process are trained to educate Pet adopters about Hill's' brands and products (including through the use of adoption script in **Appendix D**, and other instruction materials provided by Hill's from time to time).

(d) Shelter agrees to actively and exclusively display and communicate Hill's Food, Shelter & Love partnership in public facing areas, including without limitation the following:

(i) Prominently displaying Hill's signage, posters, and other educational materials;

(ii) At time of adoption, communicate the Shelter's exclusive feeding of Hill's brand pet food to Shelter's Pets and provide each adopter with a free Hill's Adopter Kit as outlined in Appendix C.

- Shelter shall order and maintain, at no cost to Shelter, a sufficient inventory of Adopter Kits needed to fulfill its obligations hereunder;
- For the avoidance of doubt, Adopter Kits are to be provided to adopters at the time of adoption ONLY. One Adopter Kit shall be provided for each pet adopted;
- Any other use (including without limitation, resale or unauthorized diversion) is strictly prohibited and will constitute a material breach of this Agreement;

(iii) Providing other communication assets to the public, as specified in **Appendix D** or, as may be designated by Hill's in writing from time to time; and

(iv) If the Shelter operates a website or has a website operated on its behalf, displaying the current Hill's Food, Shelter & Love program logo with an active link to Hillspet.com on the shelter's homepage or a designated sponsor page; and

(v) Not promoting, displaying, distributing, endorsing, or feeding any competitive brands and/or products of pet food, except that Shelter may redistribute other brands of donated pet food products so long as such redistribution does not constitute direct or implied

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endorsement of such donated products. (For example, redistribution of donated pet food through a pet food pantry.)

(e) Shelter agrees to share Pet and Pet adopter information collected by Shelter during the course of the adoption process with Hill's under terms as specified in Appendix D. Shelter represents that all adopter information is collected and shared with Hill's in compliance with all applicable laws, including privacy and disclosure laws and Shelter's own privacy policy (if applicable).

(f) Shelter agrees to provide Hill's with a right of first refusal for all pet food company sponsorship opportunities.

(g) Shelter agrees to provide Hill's with a delivery address that is one of the following: (1) a physical shelter with a business sign and posted operating hours, (2) a veterinary clinic, or (3) a pet-related business.

(h) Shelter agrees to order and replenish Hill's brand pet foods, Adopter Kits, materials, and signage through the Portal.

3. Term and Termination.

(a) This Agreement shall become effective upon the Effective Date, and shall remain in effect for one (1) year ("Initial Term"). At the end of the Initial Term, the Agreement shall automatically renew for two (2) successive terms of one (1) year each (each, a "Renewal Term") unless either party notifies the other at least thirty (30) calendar days prior to the end of the Initial Term or any Renewal Term of its wish not to renew for a subsequent Term.

(b) This Agreement may be terminated at any time:

(i) by either party, for any reason or no reason whatsoever, upon the delivery of thirty (30) calendar days' written notice to the other party;

(ii) by either party, immediately upon written notice to the other party, if a party ceases doing business, becomes insolvent, makes a general assignment for the benefit of creditors, has a receiver appointed for its assets, or an order has been made for its "winding-up"; and

(iii) by Hill's, immediately upon written notice to Shelter, if (A) Shelter loses and/or fails to maintain its status as a 501(c)(3) not-for-profit organization or governmental entity; (B) Shelter breaches its material obligations (including, but not limited to, nonpayment or any obligations under Section 2); or (C) Shelter's account remains inactive for a minimum of three (3) months.

(c) Upon the expiration or termination of this Agreement, Hill's shall cease providing the discounts described in **Appendix B**, and the Shelter shall within thirty (30) days thereof pay any outstanding amounts owed to Hill's. Additionally, upon Hill's request, the Shelter shall return to Hill's or make available for pick up by Hill's or its designated agents, any Hill's promotional materials which Hill's had provided to the Shelter (including without limitation, any coupons, Adopter Kits, signage, posters, educational materials and display racks).

4. Sales and Payment Terms.

(a) Hill's will invoice Shelter for pet food orders at list prices reflecting the discounted amount, as indicated in Appendix B. Upon receipt of invoice, Shelter shall remit payments to Hill's

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(b) All list prices and/or discount amounts listed in **Appendix B** are subject to change upon thirty (30) days written notice.

(c) Shelter agrees the pet food purchased utilizing the Shelter's Food, Shelter & Love customer account is not purchased for resale and that such foods will not be re-sold or redistributed in any capacity.

(d) Nothing in this Agreement shall prohibit Shelter from purchasing Hill's products through Hill's normal sales channels. In order to purchase products for resale, the shelter must apply for and obtain a "Retail" account through Hill's. Products ordered through a "Retail" account may be resold or redistributed by the Shelter.

5. Confidentiality. The Shelter agrees that, to the extent permitted by law, it shall maintain in confidence and shall not disclose to any third party the terms of this Agreement without the prior written consent of Hill's.

6. Hill's Policies.

(a) Third Party Code of Conduct. Shelter represents and warrants that it is in compliance with Hill's Third Party Code of Conduct as of the Effective Date and shall remain in compliance throughout the term of this Agreement with such policy and any amendments to such policy in the form: (a) provided by Hill's to Shelter throughout the term of this Agreement or (b) updated throughout the term of this Agreement at https://www.colgatepalmolive.com/en-us/who-we-are/governance/third-party-code-of-conduct.

(b) Anti-Bribery Policy. Attached to this Agreement as **Appendix E** is a copy of Hill's Anti-Bribery Policy. Shelter represents and warrants that it is in compliance with Hill's Anti-Bribery Policy as of the Effective Date and shall remain in compliance throughout the term of this Agreement with such policy and any amendments to such policy in the form: (a) provided by Hill's to Shelter throughout the term of this Agreement or (b) updated throughout the term of this Agreement at https://www.colgatepalmolive.com/en-us/core-values/our-policies/anti-bribery-policy.

7. Audit. Upon reasonable notice and within the Shelter's normal business hours, Hill's shall have the right to audit and inspect the Shelter's facilities, books, documents, papers and records directly relating to Shelter's performance obligations under Sections 2 and 4, above.

8. Indemnification. Each party (as indemnitor) agrees to indemnify and hold the other party (as indemnitee) harmless against and from any and all losses, claims, damages or liabilities, joint or several, to which the indemnitee may become subject as the result of acts or omissions, by the indemnitor in connection with the performance of the indemnitor's duties under this Agreement or as the result of its material breach of any representation, warranty, covenant or agreement pertinent to this Agreement. This indemnity provision shall survive the termination of this Agreement.

9. Assignment. This Agreement, including the Appendices attached hereto, shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, provided, however, neither party to this Agreement shall assign its interest or obligations herein, including, but not limited to, the assignment of any monies due and payable, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

10. Governing Law. This Agreement, the Appendices attached hereto and any dispute arising therefrom, shall be construed and enforced in accordance with the laws of the State of Kansas without regard to its principles governing conflicts of law.

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11. Waiver. No failure by either party hereto at any time to require performance by the other party of any of the conditions, Appendices, terms, or provisions of this Agreement shall in any way affect such party's right thereafter to enforce the same or any other condition, Appendix, term or provision of this Agreement; nor shall any waiver by either party of any breach of this Agreement, or of any term, condition, Appendix or provision hereof, be taken as or held to be a waiver of any subsequent breach, or of the right to terminate this Agreement for any subsequent breach of the same or any other condition, Appendix, term, or provision of this Agreement.

12. Entire Agreement. This Agreement embodies the entire agreement of the parties in relation to the subject matter hereof and supersedes all previous agreements, arrangements and understandings, verbal or otherwise, in relation thereto. There are no representations, either oral or written, upon which either party relies as an inducement to enter into this Agreement other than those set forth herein. Except as expressly provided herein, no change in, addition to, or deletion from any portion of this Agreement shall be valid or binding upon the parties unless it is declared expressly to be a modification of this Agreement and is approved as such in writing by each party.

13. Conflicting Terms. In the event of a conflict between the provisions of this Shelter Agreement and any Appendices thereto, the provisions of the Shelter Agreement shall control.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same Agreement.

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IN WITNESS WHEREOF, the duly-authorized representatives of the parties hereto have executed this Agreement the day and year first above written.

CITY OF JACKSONVILLE-ANIMAL CARE & PROTECTIVE SERVICES

By: _____

Print Name: _____

Title: _____

HILL'S PET NUTRITION SALES, INC.

By: _____

Print Name: _____

Title: _____

List of Appendices

A – Hill's Shelter Customer General Conditions of Sale
B – Food, Shelter & Love Program Terms
C – Adopter Kit Materials
D – Materials Related to Shelter Obligations set out in Sections 2(c) , 2(d) and 2(e)
E – Hill's Global Anti-Bribery Policy

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APPENDIX A
HILL'S PET NUTRITION SALES, INC.
SHELTER CUSTOMER GENERAL CONDITIONS OF SALE
UNITED STATES

1 Scope

1.1 These general conditions of sale and the Hill's Pet Nutrition Sales, Inc. Standard Commercial Terms (these "**Conditions**) apply to all sales of products made directly by Hill's Pet Nutrition Sales, Inc. ("**Hill's Pet Nutrition**"**)** to a shelter customer (the "**Customer**"**)**.

1.2 Any terms and conditions contained in a purchase order or other documentation issued by the Customer which differ from or add to these Conditions are rejected by Hill's Pet Nutrition.

1.3 Any other terms and conditions (a) implied by a course of dealing, custom or practice or (b) which the Customer seeks to incorporate, shall not apply.

1.4 Except as otherwise agreed in writing by the parties, these Conditions supersede all previous understandings and constitute the entire agreement between the parties with respect to the sale of products from Hill's Pet Nutrition to the Customer.

1.5 No modification, deletion or addition to these Conditions shall be binding on Hill's Pet Nutrition unless expressly approved in writing by Hill's Pet Nutrition.

2 Orders

2.1 An Order is deemed an offer by the Customer to purchase products from Hill's Pet Nutrition in accordance with these Conditions.

2.2 No Order is binding upon Hill's Pet Nutrition until the earlier of (a) acceptance of such Order by Hill's Pet Nutrition in writing or electronically or (b) shipment by Hill's Pet Nutrition of the products contained in such Order to the Customer.

2.3 No Order accepted by Hill's Pet Nutrition can be cancelled by the Customer without Hill's Pet Nutrition's written consent.

2.4 Hill's Pet Nutrition reserves the right to accept or reject any Order in its absolute discretion.

3 Minimum Order Charge

3.1 Customer is not subject to a minimum order charge.

3.2 Hill's Pet Nutrition reserves the right to change its minimum order quantities and other customer criteria at any time in its absolute discretion.

4 Price

4.1 The price of the products is the price set out in Hill's Pet Nutrition's standard price list as of the date an Order is processed by Hill's Pet Nutrition less any applicable discounts agreed upon in writing.

4.2 The price of the products shall include the cost of delivery to the Customer but shall not include (a) the cost of off-loading, (b) any other applicable sales tax which will be charged at the then applicable rate, or (c) fees related to non-standard delivery.

4.3 Hill's Pet Nutrition's standard price list shall not be construed or operate as an offer by, or obligation of, Hill's Pet Nutrition to sell the products to the Customer.

4.4 Hill's Pet Nutrition reserves the right to change its list price for any SKU at any time in its absolute discretion.

4.5 In no event shall a reduction in Hill's Pet Nutrition's list price be retroactive.

4.6 Orders received on or after the effective date of a list price change which do not reflect the price change will not be processed.

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5 Invoicing and Payment

5.1 Hill's Pet Nutrition will invoice the Customer for products when the Order is shipped.

5.2 The Customer must pay invoices in full in cleared funds to Hill's Pet Nutrition's designated bank account prior to delivery of the products or in accordance with their payment terms.

5.3 Standard payment terms are payment within thirty (30) days of the invoice date ("Net 30"), unless an alternate arrangement is required due to a customer's poor payment history.

5.4 Payment shall be considered received by Hill's Pet Nutrition on the date that cash or an electronic funds transfer is received at Hill's Pet Nutrition's designated bank.

6 Credit

6.1 Hill's Pet Nutrition will consider an application for credit upon receipt of a formal written request from the Customer.

6.2 Hill's Pet Nutrition reserves the right at any time to grant, remove or modify its credit terms with the Customer in its absolute discretion.

6.3 The Customer must stay within its approved credit limits. In addition to all other available remedies, Hill's Pet Nutrition reserves the right to cease processing Orders if the Customer exceeds its approved credit limit.

7 Charges

7.1 In the event that the Customer fails to pay any amount owed to Hill's Pet Nutrition by the due date, Hill's Pet Nutrition may, without limiting its other rights, charge interest at the rate of *18%* per annum. Interest will accrue on a daily basis and apply from the payment due date until payment in full by the Customer.

7.2 All payments received from the Customer will be applied first to any interest charges and then applied to any unpaid portion of the oldest invoice.

7.3 Any penalty fees and/or charges assessed by the Customer that have not been agreed upon in writing by Hill's Pet Nutrition must be reimbursed to Hill's Pet Nutrition.

7.4 Hill's Pet Nutrition reserves the right to (a) offset any such unauthorized penalty fees and/or charges, including by deducting from any payments owed to the Customer based on negotiated agreements or discounting from any credit note subsequently issued to such customer, or (b) halt shipments to the Customer until such unauthorized penalty fees and/or charges are reimbursed to Hill's Pet Nutrition.

8 Delivery

8.1 Hill's Pet Nutrition shall deliver, or arrange for delivery of, the products to the Customer's premises or a mutually agreed upon location. At no time shall Hill's Pet Nutrition be deemed to be a common carrier.

8.2 Any time or date specified for delivery is an estimate only and time is not of the essence for delivery of the products.

8.3 Hill's Pet Nutrition may make delivery of the products in installments.

8.4 The Customer must inspect the products upon delivery. Any claim that the products are damaged or that there is a defect in delivery must be made in accordance with Hill's Pet Nutrition's Retail Returns Policy.

8.5 Any non-standard delivery will be assessed the following fees:

8.5.1 Customer is not subject to non-standard delivery fees.

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8.6 Hill's Pet Nutrition reserves the right to change its non-standard delivery fees at any time in its absolute discretion.

9 Resale

9.1 The Customer may only resell the products in the United States.

10 Title and Risk

10.1 Title to the products and risk of loss of the products passes to the Customer upon delivery of the products to the transportation carrier at the shipping origin. Where the products are delivered to the Customer by a Hill's Pet Nutrition delivery truck, title to the products and risk of loss of the products passes to the Customer upon delivery of the products.

11 Product Quality and Recall

11.1 The Customer must report to Hill's Pet Nutrition any concerns related to a Hill's Pet Nutrition product that come to the Customer's attention and are potentially linked to product quality or safety, including, but not limited to, any reports from product users of an adverse effect on health (each, an "Adverse Event") whether it is under normal or unexpected use conditions. The Customer must report such Adverse Events to the appropriate Hill's Pet Nutrition contact within one (1) business day following the point in time that the Customer becomes aware of the Adverse Event. The Customer must use appropriate care in the handling and transportation of the Product and must store the product under appropriate conditions.

11.2 If the Customer is the subject of a request, court order or other directive of a court or other governmental or regulatory authority to withdraw any Hill's Pet Nutrition products from the market (a "**Recall Notice**"), the Customer shall, as promptly as possible and in no event, no later than twenty-four (24) hours following its receipt of a Recall Notice, provide Hill's Pet Nutrition with a copy of such Recall Notice.

11.3 Unless required by law, the Customer may not undertake any recall or withdrawal of Hill's Pet Nutrition products without the written permission of Hill's Pet Nutrition.

11.4 In the event that the Customer is required by law to undertake a recall or withdrawal of Hill's Pet Nutrition products, or in the event that Hill's requests in writing that the Customer undertake a withdrawal even where not required by law, the Customer shall comply with Hill's Pet Nutrition's instructions on implementing such recall or withdrawal.

11.5 Hill's Pet Nutrition shall have sole responsibility for paying the cost of any product recall or withdrawal, except when such product recall or withdrawal results from any action, omission or inaction by the Customer (a "Customer-Attributable Recall"), in which case the Customer shall bear such cost.

12 Intellectual Property Rights

12.1 The Customer may not alter any trademark or marking on the products.

12.2 The Customer's right, title or interest in any trademark, trade name, trade dress, copyright, or symbol, or any translation thereof ("Rights"), which is applied to or used in relation to the products is limited to the Rights granted to Customer in writing.

13 Warranty Exclusion

EXCEPT AS (1) REQUIRED BY APPLICABLE LAW, (2) EXPRESSLY SET FORTH IN THESE CONDITIONS OR (3) SPECIFICALLY PROVIDED TO THE CUSTOMER BY HILL'S PET NUTRITION IN WRITING, HILL'S PET NUTRITION DISCLAIMS AND EXCLUDES ALL WARRANTIES AND TERMS AND CONDITIONS NOT CONTAINED IN THESE CONDITIONS, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW AND SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF REASONABLE QUALITY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

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14 Limitation of Liability

IN NO EVENT SHALL HILL'S PET NUTRITION BE LIABLE TO THE CUSTOMER, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), FAILURE OF A REMEDY TO ACCOMPLISH ITS PURPOSE OR OTHERWISE, FOR SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE OF THE PRODUCTS, DAMAGE TO ASSOCIATED EQUIPMENT, CUSTOMER-ATTRIBUTABLE RECALL COSTS, DOWNTIME, COST OF SUBSTITUTE EQUIPMENT OR PRODUCTS OR CLAIMS BY THE CUSTOMER'S BUYERS FOR SUCH DAMAGES. NOTHING CONTAINED IN THIS CLAUSE LIMITS OR EXCLUDES LIABILITY FOR DEATH, PERSONAL INJURY OR ANY LIABILITY THAT CANNOT BE EXCLUDED BY LAW.

15 Compliance with Laws and Policies

15.1 The Customer shall comply with:

15.1.1 all applicable laws, rules, regulations and licenses issued by any supra-national, governmental or other authority in relation to the subject matter of these Conditions including, without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010, and any other applicable anti-corruption laws, rules or conventions;

15.1.2 Colgate Palmolive's Anti-Bribery Policy, Hill's Pet Nutrition's Returns Policies and any other policy communicated by Hill's Pet Nutrition to the Customer, as amended from time to time; and

15.1.3 Hill's Pet Nutrition's distribution policies.

15.2 Hill's Pet Nutrition may immediately cease processing Orders and terminate its commercial relationship with the Customer as a result of any breach of Clause 15.1.

16 Force Majeure

Hill's Pet Nutrition will be excused from performance and will not be liable for any failure or delay in performing its obligations under any contract between Hill's Pet Nutrition and the Customer where such failure or delay was caused by an event or series of events beyond Hill's Pet Nutrition's reasonable control (irrespective of foreseeability), including, without limitation, acts of government, war, hostilities or threat of war, terrorism, labor difficulties, a delay in delivery from suppliers, commercial impracticality, shortages of energy, materials, labor, or equipment, fire, flood, storm, explosion, epidemic, riot, civil commotion, or an act of God.

17 Cancellation

17.1 Hill's Pet Nutrition may immediately cancel any Order if the Customer:

17.1.1 fails to make payment when due;

17.1.2 fails to comply with Hill's distribution policies; or

17.1.3 is insolvent or ceases or threatens to cease conducting business.

Such cancellation shall be without prejudice to any other right or remedy available to Hill's Pet Nutrition.

18 Insurance

The Customer shall maintain Commercial General Liability Insurance, including product liability coverage and contractual liability coverage, in an amount of at least USD 2 million and produce, upon Hill's request, details of such insurance and a receipt for the appropriate premium.

19 Remedies

Any rights or remedies arising under these Conditions are cumulative and do not exclude any rights or remedies provided by law.

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20 Relationship

Hill's Pet Nutrition and the Customer are independent businesses. No partnership, joint venture, agency, trust or relationship of employer/employee is created between them.

21 Dispute Resolution

21.1 In the event of a Dispute, the parties will attempt to settle such Dispute through good faith negotiations between their appropriate executives.

21.2 If such executives cannot resolve the Dispute, the parties may refer the Dispute to mediation by a mediator jointly selected by the parties.

21.3 If the Dispute is not settled by mediation within fourteen (14) days following the commencement of mediation, the Dispute shall be settled exclusively by final and binding arbitration pursuant to the Rules of Arbitration of the International Chamber of Commerce as follows:

21.3.1 The arbitration panel (the "**Panel**") shall consist of a single arbitrator;

21.3.2 The place of arbitration shall be Overland Park, Kansas and the proceedings shall be held in English;

21.3.3 The award of the Panel shall be final and judgment upon such award may be entered in any competent court;

21.3.4 Neither party shall, and each shall ensure that none of their Affiliates shall, disclose the existence, content or results of any arbitration under this clause.

21.4 Hill's Pet Nutrition or the Customer may seek interim or provisional relief or measures in any applicable courts that may be necessary to protect the rights of such party or their affiliate pending the establishment of the Panel, or pending the decision of the Panel.

22 Definitions

22.1 The following definitions apply:

Affiliate: means, in the case of Hill's Pet Nutrition, any company which, from time to time, forms part of the Colgate-Palmolive Company group of companies and, in the case of the Customer, any company which, from time to time, forms part of the Customer's group of companies, respectively.

Order: the Customer's order addressed to Hill's Pet Nutrition for the supply of products in accordance with these Conditions.

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APPENDIX B
Food, Shelter and Love Program Terms

Pet Food Purchases

All pet food purchased utilizing the Shelter's Food, Shelter & Love customer account is exclusively purchased to feed the pets in the care of the shelter. Such foods cannot be resold or redistributed in any capacity.

Shelter Food – select Hill's brand pet food for the express and limited purpose of feeding cats and dogs in the care of the shelter, including cats and dogs in the Shelter's foster programs that are not yet adopted. Hill's reserves the right to substitute or designate the type of products provided as **Shelter Food**, including variable methods of delivery.

SHELTER FOOD

SKUs	SKU Description	Size	% Discount off Hill's current List Price
Shelter SKUs			
2092 6801	Science Diet Kitten Science Diet Adult Cat	35 lbs 20 lbs	**74.00%** **74.00%**
603920 603916	Science Diet Puppy Science Diet Adult Dog	35 lbs 35 lbs	**56.00%** **56.00%**
Wet			
6174 6600 4534 6610	Science Diet Kitten Savory Turkey Entrée Science Diet Kitten Liver & Chicken Entrée Science Diet Feline Adult Savory Chicken Entrée Science Diet Feline Adult Liver & Chicken Entrée	24 x 5.5oz 24 x 5.5oz 24 x 5.5oz 24 x 5.5oz	**35.00%** **35.00%** **35.00%** **35.00%**
7036 7037 7039	Science Diet Puppy Chicken & Barley Entrée Science Diet Canine Adult Chicken & Barley Entrée Science Diet Canine Adult Beef & Barley Entrée	12 x 13oz 12 x 13oz 12 x 13oz	**35.00%** **35.00%** **35.00%**

Shelter may purchase other Hill's pet food products not identified above at list price. Such purchases are subject to warehouse availability and other conditions of sale.

Shelter Pet Adoption Reporting submission requirement: MONTHLY

New Pet Parent Adopter Information submission requirement: WEEKLY

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APPENDIX C
Adopter Kit Materials

Adopter Kit will consist of:

- **ONE Hill's brand starter bag of Cat or Dog food** containing
  - One or two pounds of food
  - On Pack booklet
    - Immediate use coupon
    - Link to additional savings and pet parent educational articles
- **Optional items as made available for order on the Portal**
  - Examples:
    - Measuring Cups
    - Adopter Gift Bags
    - Shelter Adopter Handouts
    - Pet Emergency Preparedness Cards

Adopter Kit Starter bags will be available for order on the Portal:

- **Cat (1lb bag):**
  - Kitten
  - Adult
- **Dog (2lb bag):**
  - Puppy Small Bites
  - Puppy Large Breed
  - Adult

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APPENDIX D

MATERIALS RELATED TO SHELTER OBLIGATIONS SET FORTH IN SECTIONS 2(c), 2(d) and 2(e)

HILL'S RESERVES THE RIGHT TO AMEND OR SUBSTITUTE THESE MATERIALS DURING THE TERM OF THE AGREEMENT.

A. ADOPTION SCRIPT GUIDANCE

During the adoption process, shelter staff shall communicate and provide the following Hill's Food, Shelter & Love program components to the new pet parent:

1 – Pets in the shelter are fed Hill's brand pet foods
2 – Benefits of continuing to feed Hill's brand foods for their newly adopted pet (continue to support the shelter, shelter recommendation, and nutritionally balanced,)
3 – Hill's Adopter Bag and on-pack
4 – Hill's Pet Parent Program and its benefits (Opt In for Communication, welcome series, coupons and education)

Here is a suggested adoption script (to be used as a guide only):

- *"At [shelter name], we are proud to be part of the Hill's Food, Shelter & Love program and we feed all our pets Hill's brand pet foods.*
  - *Hill's is US Veterinarians' #1 Recommended Brand*
  - *Hill's Science Diet provides science-led nutrition to support pets' ever-changing needs.*
  - *The Science Diet portfolio also includes specialized nutrition for pets' weight, skin, stomach and more.*
- *We suggest that you continue to feed [pet's name] the same food he/she has been eating while he/she was with us when you get home. To assist you with that, we're providing you with a sample bag of the food [pet's name] was eating while he/she was here.*
  - *Keeping his/her food consistent during this time of transition from the shelter into your home can help avoid one additional change during this stressful time for a pet.*
  - *On the front of the bag is a booklet that contains a $5 coupon you can use to purchase a larger bag of food along with a website offering additional savings and a variety of educational articles for pet parents. You can also scan the QR code on the back of the booklet for further savings on Hill's pet foods.*
- *We offer all adopters the opportunity to join the Hill's New Pet Parent program. If you sign up you will receive emails giving you access to exclusive pet parent resources and coupon offers. If at any time you wish to no longer receive emails from Hill's, you may unsubscribe. Would you like to receive communications and offers from Hill's Pet Nutrition?*
- *When you buy Hill's brand pet foods to feed your pets, you help make it possible for Hill's to feed the animals here at our shelter. Feeding Hill's at home helps feed shelter pets.*

B. EXAMPLE OF EMAIL TO NEW ADOPTERS

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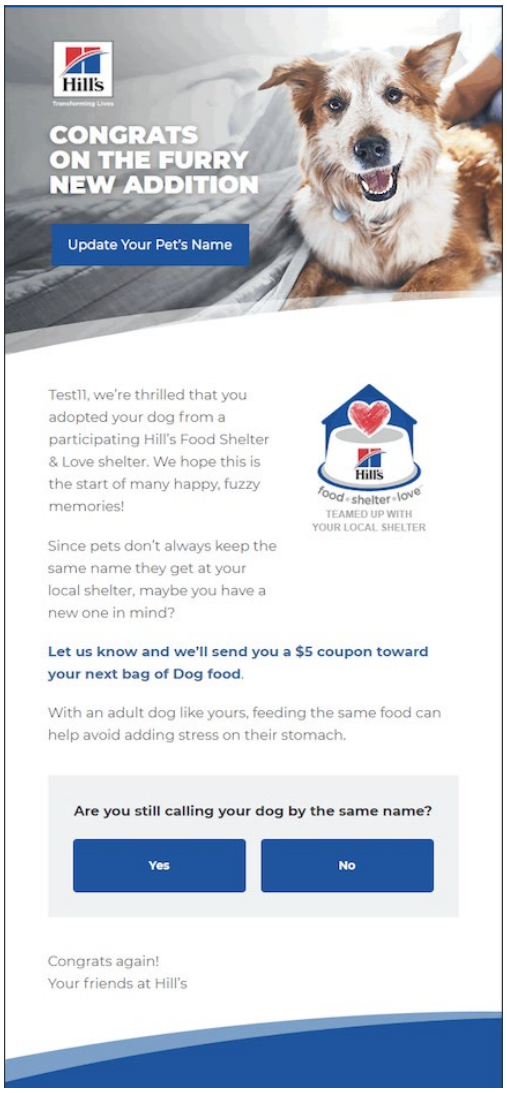

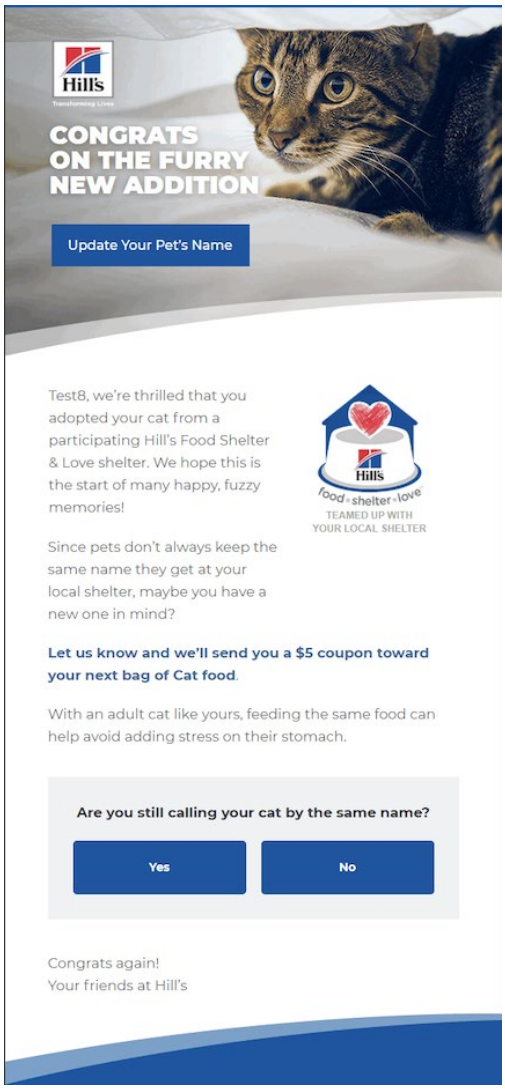

C. PET AND PET ADOPTER INFORMATION SHARING

1. Shelter agrees to provide pet adoption numbers in the Shelter Adoption Reporting section on the Portal on a monthly basis; and

2. Shelter agrees to share the following information in an electronic format acceptable to Hill's in the New Adopter Information of the Portal in accordance with the timing identified in Appendix B:

i. Pet adopter's name, address;

ii. Adopted Pet's name, breed, and date of birth (to improve relevance of educational materials sent by Hill's to consenting pet parents);

iii. Adoption date and adoption location;

iv. Pet adopter's email address; and

v. Whether the Pet adopter has consented to receive marketing emails from Hill's or not.

3. Example of Opt-In Consent Language - Hill's suggests Shelter obtain written consent to receive Hill's marketing emails using the language below or similar language.

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[ ] Yes, I would like to receive email, other electronic communications, and/or mail with information and special offers from Hill's Pet Nutrition, Inc. and its family of brands about my adoption. (You can unsubscribe at any time.)

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APPENDIX E

HILL'S PET NUTRITION, INC. AND ITS SUBSIDIARIES

GLOBAL ANTI-BRIBERY POLICY

Our Anti-Bribery Commitment

Hill's Pet Nutrition's ("Hill's") commitment to dealing legally and ethically applies worldwide. We comply with all applicable anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act ("FCPA"), everywhere we do business, and we expect the same of the third parties with whom we work. While the FCPA prohibits, among other things, bribery of foreign government officials and entities, other anti-bribery laws, like the UK Bribery Act, prohibit commercial bribery between private individuals and entities.

Hill's people and any third parties acting on our behalf or in connection with our business are prohibited from giving or offering anything of value directly or indirectly to any government official or entity, or to any private individual or entity, in order to improperly obtain or retain any business advantage or to improperly affect any act or decision.

This prohibition includes any facilitating, expediting or "grease" payments made to government officials, either directly or indirectly, in order to expedite any official service or function (for example, small payments made to an official to move Hill's application to the front of the line or to shorten the time frame in which services or other actions are provided). Any official fees supported by government-issued receipts do not qualify as improper payments.

Maintaining Accurate Books and Records

No payment by or on behalf of the Company shall be approved or made if any part of the payment is to be used for an unlawful or improper purpose, or for any purpose other than that described by valid documents supporting the payment. No false or misleading entries should be made in any books or financial records of the Company for any reason.

Any expenses that an employee or third party incurs on Hill's behalf or in connection with our business shall not be reimbursable unless they are lawful and supported by detailed documentation including, for example, valid invoices or receipts.

Expenditures Related to Government Officials

No funds may be provided to or spent on behalf of a government official or entity, directly or indirectly, without advance written approval from Hill's Global Legal Organization. This includes any payments, gifts, donations, entertainment, travel, meals, or other items of value. (For additional information, please review the Global Policy on Expenditures Related to Government Officials & Governments.) Advance approval is not required for official fees supported by government-issued receipts (e.g., permit or license fees).

Please note that the term "government official" is widely defined and may include individuals who are employed by any public or state-affiliated institution or organization or who act in an official capacity in

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any way, whether full-time, part-time or unpaid. Government officials can be found in every branch and level of government and public life and may include anyone from low-level customs employees, to employees of state-owned media outlets, to high-ranking lawmakers, as well as researchers, professors, teachers, dentists, veterinarians, or other professionals and Key Thought Leaders. If you are in doubt as to whether an individual could be considered a government official, you should contact Hill's Global Legal Organization.

Commercial Bribery

In addition to prohibiting bribery of government officials, Hill's also prohibits its employees and third parties from engaging in bribery of private parties. You should not seek to improperly influence the judgment or conduct of any party with whom you might be conducting Company business by offering or providing any payments, gifts or other benefits, or by any other unlawful inducement.

Our Expectations

Hill's reputation depends on the conduct of our employees as well as the conduct of those with whom we do business. It is our goal to ensure that Hill's people and the third parties with whom we work reflect the same high ethical standards and demonstrate a commitment to compliance with all applicable laws. We further expect our third parties to ensure that their employees and subcontractors understand and comply with this Anti-Bribery Policy.

Failure to comply with this Anti-Bribery Policy or any applicable anti-bribery laws, including but not limited to the FCPA, may result in civil or criminal penalties, as well as termination of the employment or business relationship.

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FINANCE & ADMINISTRATION DEPARTMENT, PROCUREMENT DIVISION

SINGLE SOURCE JUSTIFICATION FORM (SSJF)	
Pursuant to the City of Jacksonville Procurement Code 126.306(a) (8) & The Procurement Operating Manual, when requesting to purchase from a Supplier subject to the referenced sections, this form is to be completed and must be submitted to the Procurement Division with applicable attachments via 1Cloud Smart Form Requisition.	
1. Requesting Agency:	Animal Care & Protective Services Division
2. Nature and/or description of the requirement being requested. ***Identify each item, component or service being procured. (Attach quote/proposal):*** ***Why does the city need these particular goods or services?***	To enter ino a contract with Hill's brand pet food effective upon the effective date for a one (1) year period with two (2) successive terms of one (1) year each. The ACPS shelter requires wet and dry food for dogs and cats, to support the animal population. A price list is attached, offering these items at a more affordable price than can be obtained elsewhere.
3. Provide a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended Single Source Supplier:	Nestlé Purina PetCare is the only other manufacturer that offers a comparable shelter support program. However, they are no longer able to supply ACPS due to their decision not to accept the contract addendum required under our local ordinances. The Hill's Food, Shelter & Love Program is an exclusive initiative available only to animal shelters and is offered on an invitation-only basis. This program provides high-quality, nutritionally balanced food that supports the health and well-being of shelter animals. In addition, participation in this program is projected to result in an estimated annual cost savings of approximately $50,000 compared to standard procurement options.
4. Date of Request	3/25/2026

5. Summary of Market Research

[Provide a description of the market research performed, how it was performed, by whom, and market research results. Please spell out acronyms.]

[Nestlé Purina PetCare will no longer supply ACPS due to their decision not to accept the contract addendum required under our local ordinances. ACPS has found no other source of high quality food, at the pricing available through the Hill's Food, shelter & Love Program]

6. Conflict of Interest (Must Check)

√ By checking this box, I affirm that there are no actual, potential, or perceived conflicts of interest with the entity in which I am requesting a single source award. Conflict of Interest shall be interpreted consistent with *Chapter 112, Florida Statutes*.

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7. Other Documentation (Check and attach all that apply)

√ Supplier Quote

√ Single Source Memo signed by Director

√ Other [Purina Contract]

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A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor

Office of Administrative Services
Animal Care & Protective Services Division
2020 Forest Street
Jacksonville, Florida 32204
(904) 630-CITY (2489)
www.coj.net

M E M O R A N D U M

DATE: **April 2, 2026**

TO: **Dustin Freeman, Chief**
Procurement Division

THROUGH: **Richard Reichard**
Office of Administrative Services Manager RAR

FROM: **Rebecca Rawls**
Accounting Manager, Animal Care & Protective Services

SUBJECT: **Single Source Request – Hill's Food, Shelter & Love Program**

Animal Care and Protective Services Division (ACPS) respectfully requests approval to use Hill's pet food as a single source provider for dog and cat food through Hill's Food, Shelter & Love Program.

Currently, Nestlé Purina PetCare is the only other manufacturer that offers a comparable shelter support program. However, they are no longer able to supply ACPS due to their decision not to accept the contract addendum required under our local ordinances.

The Hill's Food, Shelter & Love Program is an exclusive initiative available only to animal shelters and is offered on an invitation-only basis. This program provides high-quality, nutritionally balanced food that supports the health and well-being of shelter animals. In addition, participation in this program is projected to result in an estimated annual cost savings of approximately $50,000 compared to standard procurement options. This is a one (1) year contract with two (2) successive terms of one (1) year each.

Funding Source: 00111.172101.552050.000000.00000000.00000.0000000 for 3 years is $300,000.00

If you have any questions or require additional information, please contact me at 255-7392. Thank you for your consideration of this request.

Attachments
Hill's Food, Shelter & Love Program price list & contract