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City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC Award Request: Renewals, Extensions, and Unit Price Increases

Goods and/or Services: Transitional Housing for Ex-Offenders

Requested Action and Justification:

Requesting approval of award to the following vendors for Transitional Housing for Ex-Offenders as these vendors proposals and facilities meet the minimum qualifications specified in the bid specifications: Ark Transition Homes LLC - $23.33 per day; A Door is Open DBA Lisa Banks - $21.67 per day; S&J Lucrative Solutions Group LLC – $26.00 per day; Yashica L. Tukes - $23.34 per day.

The initial period of service is from date of executed contract through September 30, 2026, with three (3) one (1) year renewal options. Total not to exceed expenditure not to exceed $274,553.00. Payment will be processed via check requests

Requesting approval to enter into negotiations with the following vendors: DTS Housing Solutions LLC; E.O.S. Re-Entry Housing; IXE Limited Liability Company; Key of David House; Rod-Nae Holding Company

Supplier:	Multiple Suppliers	**Basis of Award:**	LPTA	**BID Opening Date:**	05/23/2025

POA #:	N/A	**PO #:**	N/A	**Change Order #:**	N/A
Solicitation #:	ITB 16641 25	**Contract #:**	N/A	**Contract ADM #:**	N/A
Term:	1 year	**Options:**	3, 1 yr	**Options Used:**	N/A

Federally Funded:	No	**JSEB Rec:**	Encouragement
Licenses Verified:	N/A	**JSEB %:**	0
Bonds Required:	No	**Bonds Waived Pursuant To:**	N/A

Fund:	00111	**Center:**	563101	**Acct:**	534100	**Proj:**	000000	**Activity:**	00000000	$ 274,553.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 274,553.00	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	SHPS:POLICE SERVICES		
Concurrence:	Signed by: Kevin Goff 1CB0E38934BF4F7...	**Title:**	JSO - DIRECTOR OF CORRECTIONS 1/13/2026
Concurrence:	Clement, Bill 3F803720B14E49E...	**Title:**	JSO - CHIEF OF BUDGET AND MANAGEMENT 1/14/2026
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Procurement Analyst/Buyer:	Signed by: Wallace Cohen, Olive 4517B2180AE14B...	**Chief of Procurement:**	Signed by: Dustin Freeman 1/20/2026 B10F1D517352456...
Name:	Wallace Cohen, Olive	**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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To: Dustin Freeman
Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget

From: Kevin Goff
Director of Department of Corrections

Subject: ITB-16641-25 Transitional Housing for Ex-Offenders

Date: January 2, 2026

After reviewing the bid submissions on ITB-16641-25 Transitional Housing for Ex-Offenders the following vendors are recommended for award as their proposals and facilities meet the minimum qualifications specified in the bid specifications:

1. Ark Transition Homes LLC - $23.33 per day
2. Lisa Banks - $21.67 per day
3. S&J Lucrative Solutions Group LLC – $26.00 per day
4. Yashica L. Tukes - $23.34 per day

We are requesting to enter into negotiations with the following vendors:

1. DTS Housing Solutions LLC
2. E.O.S. Re-Entry Housing
3. IXE Limited Liability Company
4. Key of David House
5. Rod-Nae Holding Company

The initial period is from date of award through September 30, 2026, with three (3) one (1) year renewal options. The total not to exceed estimated expenditure amount for the initial period is $274,553.00 from account code 00111.563101.534100.000000.00000000.00000. Payment will be processed via check requests.

Please let me know if you require any additional information. Thank you for your assistance.

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Supplier	Supplier Site	Supplier Contact	Response	Status	Response Amount	Time of Response
S&J Lucrative Solutions Group, LLC	Order/Remit	Gilliam, Shawn	446519	Active	26.00	5/6/25 12:25 AM
A Door is Open LLC	Order/Remit	BANKS, LISA	446827	Active	21.67	5/18/25 11:07 PM
Yashica L. Tukes		Tukes, Yashica	447058	Active	23.34	5/23/25 11:37 AM
Ark Transition Homes LLC		Frank, Katrina	446648	Active	23.33	5/22/25 10:54 AM
E.O.S. Re-Entry Housing		Johnson, Antonio	446846	Active	33.34	5/20/25 7:50 PM
DTS Housing Solutions, LLC	Remit To	McNair, Tahmica	447074	Active	36.16	5/23/25 1:25 PM
Rod-Nae Holding Company		VILENO, LOUI...	446699	Active	37.50	5/22/25 11:13 AM
Key of David House	Main	JONES, JOYCE	447026	Active	38.00	5/23/25 2:46 PM
IXE Limited Liability Company	Main	East, Isaac	446993	Active	175.00	5/21/25 10:35 PM

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A. Solicitation Overview

A.1. Scope of Work

The Sheriff's Office of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s)/service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s)/service(s) and to obtain pricing commitments for TRANSITIONAL HOUSING FOR EX-OFFENDERS as listed in the bid documents.

A.2. Award

Award will be **ALL OR NONE** to the lowest responsive, responsible bidder(s) subject to the Buy American Preference clause described below. Bidders must bid on all items to be considered for award. The City reserves the right to reject any or all bids. **ALL** awards are subject to the availability of funds.

A.3. Term of Agreement

The period of service will be for the initial period of one year, with three, one-year renewal options. Renewal options subject to approval with supplier and City of Jacksonville.

A.4. Quantities

Quantities indicated reflect the estimated quantities to be purchased throughout the contract period and are subject to fluctuation in accordance with actual requirements. The City reserves the right to purchase more than the estimated quantities listed or not to make any purchase against this bid if it so deems necessary anytime during the contract period. The City reserves the right to add or delete items during the contract period. The City will order on an as needed basis.

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Description of Services and Deliverables

Transitional Housing for Ex-Offenders

1.1. AWARD CRITERIA

The facility the Contractor intends to utilize for the contract must meet the minimum facility qualifications as specified in Section 1.2.

(a) The Contractor will indicate if any programs are offered at the facility such as Life Skills Training, Financial Literacy, Celebrate Recovery, AA/NA, Anger Management, etc. Submit all qualified facilitators, times, schedules, and course work offered.

(b) The Contractor must possess proper licensure, in good standing, at the time of the bid opening.

(c) The Contractor must demonstrate the ability to begin full operation on the date of award.

(d) Final award, if award is made, will be made to the Contractor(s) who meet all the stated selection criteria.

(e) The City Reserves the right to perform a site visit prior to and during award.

1.2. FACILITY MINIMUM REQUIREMENTS

(a) The facility must be in Duval County.

(b) The facility must have electricity, central heat and air conditioning, hot and cold water, and access to on-site local telephone service in case of an emergency. Access to Wi-Fi is not required.

(c) At a minimum, the facility must have one (1) operable toilet, one (1) sink, and one (1) shower for every five (5) residents.

(d) At a minimum, the facility must have one (1) operable washer and dryer for every five (5) residents. This must be provided at no additional cost to the resident.

(e) The facility must be maintained and operated in accordance with all applicable zoning ordinances, laws and codes regarding buildings, sanitation, health, fire, and safety.

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Housing contractors providing housing for ex-offenders shall follow the City of Jacksonville and State of Florida guidelines:

- Residential property (one to two family dwelling) 1- 4 occupants; City Ordinance, Chapter 518, Section 518.421
- Lodging and rooming house (5 or more occupants); Florida Fire Protection Code (FFPC)

Housing contractors providing housing for sex offenders shall follow the City of Jacksonville and State of Florida guidelines:

- Residential property (one to two family dwelling) 1- 4 occupants; City Ordinance, Chapter 518, Section 518.421
- Lodging and rooming house (5 or more occupants); Florida Fire Protection Code (FFPC)
- Sex Offender Housing; State of Florida Ordinance, Chapter 775, Section 775.215

Housing contractors providing housing for sex predators shall follow the City of Jacksonville and State of Florida guidelines:

- Residential property (one to two family dwelling) 1- 4 occupants; City Ordinance, Chapter 518, Section 518.421
- Lodging and rooming house (5 or more occupants); Florida Fire Protection Code (FFPC)
- Sex Predator Housing; City Ordinance, Chapter 685, Section 685.101 and Section 685.102

(f) At a minimum, the facility must have one (1) complete first aid kit for every five (5) residents.

(g) The Contractor must furnish one (1) bed per resident to include a mattress, pillow, and bed linens. A secure room or space shall be provided for clothing and personal items.

(h) At a minimum, the Contractor must provide seventy (70) square feet of sleeping space per resident. This sleeping space must have adequate lighting, proper ventilation, and egress.
NOTE: This will be outlined in each statute City/State.

(i) The Contractor must provide a clean, dry, secured, and ventilated space for each resident to store dry food supplies.

(j) The Contractor must provide access to a fully equipped kitchen (range, stove,

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sink, etc.) and dining area in which food may be prepared, served, and consumed.

(k) Under no circumstances shall a resident be required to submit food stamps or be mandated to purchase or contribute towards the purchase of incidental goods for/from the Contractor.

(l) Contractor must have a property attendant (manager) available locally 24 hours a day to address the Contractor obligations outlined in Section 1.3.d.

1.3. SUBMITTAL REQUIRED FROM CONTRACTORS

Each Contractor shall submit the following as part of its bid proposal:

(a) A bid proposal on the bid form attached.

(b) The Contractor must indicate which housing group the facility qualifies for as detailed in Section 1.2(e).

(c) Documentation and photograph describing the facility, including, but not limited to the maximum number of beds available, the number of sinks, toilets, showers, first aid kits, non-coin operable washers and dryers at the facility, and the available living space and furnishings (bed, dining table/chairs) for each resident.

(d) A detailed incident report shall be utilized by the resident or contractor to address any deficiencies in the facility, residential grievances or incidents with other residents or contractor employees of the Bidder.

(e) If the facility has an on-site manager, the Contractor must submit the following information for each location: the name of the on-site manager, the hours the on-site manager works at the facility, and the responsibilities of the on-site manager. An on-site manager is not required but may be a factor in determining where a resident is placed, as specified in Section 1.2.l.

(f) The Contractor must submit a detailed plan for fire and safety emergency evacuation or obtaining emergency medical care for a resident if the Contractor or an employee of the Contractor is notified of said emergency.

(g) Documentation demonstrating the Contractor possesses the proper licensure, and the licensure is in good standing in accordance with Section 1.1.b

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(h) All proposals must contain a letter of intent from an insurance company authorized to do business in the State of Florida stating its willingness to insure the Bidder in pursuant to the terms of this invitation to bid or a copy of the insurance policy outlined in **Exhibit A & B; Terms and Conditions: Insurance and Indemnification, Item 15.**

(i) The Contractor must submit an "acknowledgement of addendum" in accordance with the attached form, if applicable.

(j) The Contractor must execute a "conflict of interest certificate" in accordance with the enclosed form.

(k) The Contractor shall specify in the submission if the bathroom meets ADA Standards. Requirements can be reviewed at ADA Standards for Accessible Design |ADA.gov; Chapter 6: Bathing Rooms(access-board.gov)

(l) The Contractor shall identify the address and contact phone number of the facility and the name of Contractor's company contact, address, contact phone number, and email address.

1.4. RATES

Contractor will submit their rate on the bid proposal form for housing on a nightly basis. Contractor's rate must be the same regardless of duration a JREC client is housed. JSO's intent is to have multiple vendors for client housing. Award is not based on price. Price may affect the number of clients placed per section 1.12.

1.5. BILLING

On or before the fifth (5th) day of each month, the Contractor will be required to prepare and submit invoices for all clients housed under the terms of this contract for the previous month. Preparation of the invoice is the sole responsibility of the Contractor. The name of each client house in the residence must be identified on each invoice.

Billing will be for the period starting with the first day of the month and ending with the last day of the month, inclusive. The Contractor will mail or hand-deliver all billing invoices to the Jacksonville Sheriff's Budget Office, 501 E. Bay Street, Jacksonville, FL 32202 on or before the third (3rd) of each month.

Upon review and approval of said invoices, the City agrees to pay all invoices in full within forty-five (45) days from receipt of correct invoice. Late payments will accrue

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interest at the maximum lawful rate, not to exceed one (1) percent per month interest on all late amounts.

1.6. CONTRACTOR'S OBLIGATIONS

1.6.1 MAINTENANCE OF FACILITY

(a) The Contractor must conduct monthly maintenance inspections of the facility and promptly correct any deficiencies. The Contractor must maintain a log of these monthly inspections, which is subject to inspection and review by the city. Failure to conduct the monthly inspections can lead to termination of the award under Section 1.13.

(b) The Contractor must ensure that the facility is maintained in a safe, clean condition. The Contractor must ensure that there is scheduled garbage pickup for the facility.

(c) The Contractor must ensure that all appliances and fixtures are always in good repair and proper working condition. Any deficiencies must be corrected within seven (7) days after proper notification is made by the City or resident.

(d) The Contractor must maintain a routine pest control program for the facility, to include insects and vermin. The Contractor must maintain documentation of all pest control program activity subject to the City's inspection.

(e) The City has the right to perform random inspections of the facility.

1.6.2 NOTIFICATION OF INCIDENTS

The Contractor must notify the City, within two (2) business days in writing, if any of the following incidents occur during the resident's stay at the facility, including but not limited to: illegal activity conducted by the resident, resident health issues, violence or aggression towards fellow residents or employees of the Contractor, violation of probation, Jacksonville Sheriff Officer (JSO) requested, **NO SHOW** at residence, destruction of property, violation of house rules or if the resident vacates the facility. The City reserves the right to remove the resident from the facility, pending review of the incident. The report will be submitted to the Housing Manager (HM) and Correctional Service Counselor (CSC) for review and investigation. Within ten (10) business days, a decision will be rendered, and all parties advised.

The facility will be graded monthly according to the point system outlined in Section 1.9, the City reserves the right to discontinue business with the Contractor until all deficiencies are corrected to the satisfaction of the City. All local substations will monitor all reported incidents daily.

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1.6.3 ONSITE PROPERTY MANAGER

A Correctional Service Counselor (CSC) or Housing Manager (HM) will contact the Owner or Property Manager for available occupancy or extensions and forward an approved document and a copy of the housing agreement within seven to ten (7 to 10) days of sending the client to the facility. The Contractor's property manager must be available upon client's arrival to provide an orientation regarding Contractor housing guidelines. The written guidelines will be presented and completed during orientation. The Contractor will forward a signed copy to the assigned CSC or HM within three (3) days. If the client is released during the weekend, the CSC or HM will pre-arrange housing accommodations.

In the event the property manager will not be available locally, the Contractor may assign a designee.

1.7. COMPLIANCE WITH LAWS AND REGULATIONS

(a) The Contractor will perform its obligations and functions here in compliance with applicable laws of the United States or any of its agencies, the State of Florida, and the County of Duval, and the applicable regulations of the client, and any applicable rules, regulations, or directives of any agency hereof.

(b) The Contractor, at no cost to the City, will keep current all licenses and permits, whether municipal, state, or federal, required for the performance of its obligations and functions hereunder and will pay promptly when due all fees thereof.

1.8. RECORDS

The Contractor will maintain, in Duval County, Florida, all records and documents relative to the direct cost incurred by the Contractor on the performance of its obligations and functions under this Contract for a period of at least sixty (60) months from the date of receipt of the invoice. The records and documents will be subject to inspection or audit by the City or its agency at any time during the period to determine the accuracy of the invoices previously submitted.

1.9. MANNER OF PERFORMANCE

The Contractor will perform their obligation and functions under this Contract in accordance with the requirements and standards contained herein. Employees of the Contractor and Subcontractor must operate their facility in a professional business-like manner.

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All awarded bidder's performance will be evaluated by a Monthly 10 Point Grading System. Three (3) category areas will be inspected monthly as follows:

1. Paperwork (Correctness/Late) – Monthly Invoices, Incident Reports, House Inspections, Resident Grievances
    - 1st Infraction – 1 point
    - 2nd Infraction – 2 points
    - 3rd Infraction – 3 points

2. House Inspections – Fire & Safety, Cleanliness & Sanitation, Maintenance, Zoning Guidelines & City Ordinances
    - 1st Infraction – 1 point
    - 2nd Infraction – 2 points
    - 3rd Infraction – 3 points

3. Notification of Incidents – Violation of House Rules, Violation of JREC Housing Agreement, Absence from Quarterly Meetings, but not limited to Section 1.8.2.
    - 1st Infraction – 1 point
    - 2nd Infraction – 2 points
    - 3rd Infraction – 3 points

If a Bidder accumulates a total score of seven (7) points from any of the three categories in any given month, the Bidder will be considered in default until all infractions have been corrected under Section 1.13. During this time, the Bidder will not be awarded any resident placements.

If the Bidder accumulates a total score of ten (10) points from any of the three categories within a City fiscal year, the City reserves the right to terminate the Contract as outlined in Section 1.15 for the remainder of the current year or any additional years.

All accumulated points will remain on the Bidder's record for the City fiscal year.

NOTE: JREC Housing Manager is available to explain all areas of performance or concern.

1.10. <u>CITY'S OBLIGATION</u>

(a) The City will notify the Contractor within forty-eight (48) hours if a resident is available for placement at the Contractor's facility.

(b) If the Contractor agrees to provide housing to the resident, the City will provide written documentation authorizing the housing of the resident at the Contractor's facility. The written documentation must be signed by the Case Manager, Housing Manager, Budget, and the JREC Re-Entry Coordinator, or

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their designee. Any resident housed without the required documentation will result in non-payment by the City. As specified in Section 1.6.3.

1.11. NONDISCRIMINATION REQUIREMENT

(a) In compliance with section 126.401 of the Jacksonville Municipal Ordinance Code, by signing the proposal form, the Bidder shall certify they have agreed to the following provisions, which shall be incorporated into the contract.

(b) The Contractor represents they have adopted and will maintain a policy of nondiscrimination as defined by the ordinance of the City of Jacksonville.

(c) The Contractor agrees, on written request, they will permit reasonable access to their records of employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission of the City of Jacksonville, for the purpose of investigation to ascertain compliance with the nondiscrimination provision of this contract. The Contractor shall not be required to produce for inspections any records over one (1) year before the effective date of the Contract.

(d) The Contractor agrees if any of the obligations of this Contract are to be performed by a Subcontractor, the provisions of B and C above shall be incorporated and become a part of the subcontract.

1.12. METHOD OF CONTRACTOR SELECTION

The City makes no guarantees as to the number of residents, which will be directed to each Contractor. Additionally, the City makes no guarantees as to the minimum duration a resident may be housed.

The City reserves the right to place residents at the discretion of the City. It is the City's intent to place the residents in a facility, which will be in the best interest of the resident. The factors the City will consider will include, but not be limited to, on-site supervision, access to public transportation, proximity to work, proximity to family, grievances filed by residents, etc.

Historically, the City has placed twenty-five (25) residents in facilities per month, with an average stay of fifteen to thirty (15 to 30) days. The number of residents and average stay may increase through the award period. Note: The City makes **no guarantees** as to the number of residents housed on a daily/monthly basis. The number of residents housed is provided for informational purposes only. JREC will place a client with one of the contractors, for one or more nights, based on the following criteria:

(a) Price; (b) Needs of the client; (c) Location

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1.13. DEFAULT AND TERMINATION

(a) In the event the Contractor should default in any of the conditions set forth in the bid invitation, the City may notify the Contractor of such default in writing.

(b) Written notice referred to in this section shall be deemed delivered upon presentation to any person designated by the Contractor or the City by e-mail at JREC.jaxsheriff.org, ATTN: Housing Manager, mailing the same via certified or registered mail, or independent guaranteed overnight delivery service to the address set forth by the Contractor in the proposal or the address of the City as City of Jacksonville, Office of the Sheriff c/o Jacksonville Re-entry Center (JREC), 501 East Bay Street, Jacksonville, Florida, 32202, in case of notice by the Contractor.

(c) Failure on the part of the City to notify the Contractor of default in accordance with this section shall not be deemed a wavier by the City of its rights on default of the Contractor nor shall it be deemed a waiver of the City's rights to notify the Contractor of such default at a subsequent time, and such a notice shall have the same effect as if promptly made.

(d) Upon receipt of notice of default from the City, the Contractor shall correct such default within forty-eight (48) hours of receipt of this notice. In the event the Contractor fails to correct the default to the satisfaction of the City within the specified period, or such greater period as the City may permit, the City shall have the right accorded by law, including the right to terminate any award resulting from this bid invitation.

(e) In the event a Contractor cannot perform its obligations under the award due to a labor dispute, such non-performance will not be considered a default; provided, however, in such an event, not to exceed thirty (30) days, the City shall maintain the right to house residents with other Contractors until the labor dispute is settled and the Contractor is able to resume operations.

(f) The City may terminate the formal contract and all rights of the Contractor in the event a decree or order by a court having jurisdiction shall be issued any of the following:

i. A judgment that the Contractor is bankrupt or insolvent;

ii. Approving a properly filed, a petition seeking reorganization of the Contractor under a section of the national bankruptcy acts, and amended;

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iii. Ordering or approving the winding up or liquidations of the Contractor's affairs; or

iv. Appointment of a receiver, liquidator or trustee in bankruptcy for the Contractor or its property; or if the Contractor shall institute proceedings to be adjudicated a voluntary bankrupt or shall consent to the filing of any bankruptcy or insolvency proceedings against it, or shall file a petition or answer or consent seeking a reorganization under any section of the national bankruptcy act, as amended, or under any state insolvency law, or shall admit in writing its inability to pay its debts as they come due.