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City of Jacksonville, Florida

Procurement Award Form (PAF)

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

Goods and/or Services: Parking Citation Management Services

Requested Action and Justification:

Recommend approval to change the supplier's name from Professional Account Management, LLC to Business Processing Solutions, LLC DBA Professional Account Management, LLC. The contracting entity remains (DBA) Professional Account Management, LLC, which is a wholly owned disregarded entity of Business Processing Solutions, LLC (formerly Asset Performance Group, LLC).

This request does not change the scope of services, contract pricing, term, or performance obligations. The contract will continue to be executed under Professional Account Management, LLC, with Business Processing Solutions, LLC listed as the parent/legal entity for tax reporting purposes.

To be executed by formal contract amendment through the Office of General Counsel.

Supplier:	Professional Account Management	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	09/19/2019

POA #:	70576-21	**PO #:**	N/A	**Change Order #:**	N/A
Solicitation #:	RFP-NONCON ESC-0411 19	**Contract #:**	70576-21	**Contract ADM #:**	2
Term:	5 years	**Options:**	3, 1-year	**Options Used:**	1

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

Fund:	41102	**Center:**	135205	**Acct:**	546620	**Proj:**	0000000	**Activity:**	00000000	$ 0.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 924,240.00	**Contingent Amt:**	$ 0	**DMP/ODPO Amt:**	$ 0

Using Agency/BU:	DIAD:DOWNTOWN INVESTMENT AUTHORITY		
Concurrence:	Signed by: Sluzewill, Peter B6257F4BEEEC438...	**Title:**	PUBLIC PARKING OFFICER 2/9/2026
Concurrence:		**Title:**	
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Procurement Analyst/Buyer:	Signed by: Ruth Keith C58E7E28D7654E9...	**Chief of Procurement:**	Signed by: 2/17/2026
Name:	Ruth Keith	**Name:**	Dustin L. Freeman B10F1D517352456...

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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Jones, Brittany - DIAD

From: Lynsay Miller <lmiller@duncansolutions.com>
Sent: Tuesday, February 3, 2026 5:02 PM
To: Wilson, Sherry Accounting - AFAC
Cc: Jones, Brittany - DIAD
Subject: RE: Name Change Request
Attachments: Professional Account Management LLC - HH W9 - March 2025.pdf; PAM-BPS_PO BOX 68 HH W9_11.6.2025.pdf

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi Sherry,

Is the attached what you would need? I also have one that has our remit payment PO Box, if this would work as well/or instead of. I will out on PTO starting tomorrow and returning on 2/13. I am hoping this will resolve it, but if not, please reach out to John Corrigan and hoping he may be able to help.

Thank you and sorry for all the confusion.

Duncan Solutions

Lynsay Miller
Compliance Manager
Ph: (215) 975-3756
lmiller@duncansolutions.com

From: Wilson, Sherry Accounting - AFAC <SDWilson@coj.net>
Sent: Thursday, January 29, 2026 8:32 AM
To: Lynsay Miller <lmiller@duncansolutions.com>
Cc: Jones, Brittany - DIAD <BJones1@coj.net>
Subject: RE: Name Change Request

You don't often get email from sdwilson@coj.net. Learn why this is important

Caution: This is an external email. Please take care when clicking links or opening attachments.

Yes, if you will send a W9 with BPS, then PAM on Line 2 and BPS's EIN, I believe we can resolve this.

Thank you,

Sherry D. Wilson

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Account Clerk
City of Jacksonville|Finance Department
117 West Duval Street, Suite 375
Jacksonville, FL 32202
904-255-5274

From: Lynsay Miller <lmiller@duncansolutions.com>
Sent: Monday, January 26, 2026 5:38 PM
To: Wilson, Sherry Accounting - AFAC <SDWilson@coj.net>
Subject: RE: Name Change Request

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi Sherry,

Was able to get with our Accounting Manager and also get into our Company portal. Just so I am clear, and because I accidentally shredded the page from my notebook that had the notes from our conversation, can you please reiterate what exactly you need? I'll provide the background again and hopefully we can work it out.

Asset Performance Group, LLC (EIN 26-1814840) is the ultimate parent company of Professional Account Management, LLC (EIN 39-1956409). PAM is the contracting entity with the City of Jacksonville. Asset Performance Group (APG) has gone through 2 name changes in the last 2 years (Navient Business Processing Group, to now Business Processing Solutions). For Federal Tax purposes, PAM is a disregarded entity of APG (now BPS). Are you needing a W9 with BPS, then PAM on Line 2 and BPS's EIN?

I do recall us discussing you having to run the EIN through the IRS to confirm they match. Since the name change, we did submit the name change request to the IRS and despite months of follow ups, we have not received the letter back from them confirming the change, so I am unsure which entity will come up when you run the 26-1814840 EIN.

Thank you!

Lynsay Miller
Compliance Manager
Ph: (215) 975-3756
lmiller@duncansolutions.com

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

From: Wilson, Sherry Accounting - AFAC <SDWilson@coj.net>
Sent: Friday, January 23, 2026 7:16 AM
To: Lynsay Miller <lmiller@duncansolutions.com>
Subject: RE: Name Change Request

You don't often get email from sdwilson@coj.net. Learn why this is important

Caution: This is an external email. Please take care when clicking links or opening attachments.

No problem.
I will wait to hear from you.

Thank you,

Sherry D. Wilson
Account Clerk
City of Jacksonville | Finance Department
117 West Duval Street, Suite 375
Jacksonville, FL 32202
904-255-5274

A NEW DAY.

From: Lynsay Miller <lmiller@duncansolutions.com>
Sent: Thursday, January 22, 2026 6:03 PM
To: Wilson, Sherry Accounting - AFAC <SDWilson@coj.net>
Subject: FW: Name Change Request

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi Sherry,

Nice chatting with you yesterday. Sorry for taking a bit to get back to you. I just wanted to check with our Accounting Department on a couple of questions. They have not gotten back to me yet, but hopefully they will tomorrow (Friday). I'll be in touch. Apologies for the confusion/delay.

Thank you!

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Lynsay Miller
Compliance Manager
Ph: (215) 975-3756
lmiller@duncansolutions.com

From: Jones, Brittany - DIAD <BJones1@coj.net>
Sent: Monday, January 12, 2026 8:12 AM
To: Lynsay Miller <lmiller@duncansolutions.com>
Cc: Brian Dunn <bdunn@duncansolutions.com>; Jennifer Wilson <jwilson2@duncansolutions.com>; John Corrigan <jcorrigan@duncansolutions.com>
Subject: RE: Name Change Request

> **Caution:** This is an external email. Please take care when clicking links or opening attachments.

Hi Lynsay,

Sherry Wilson received a call back on 9/30 from John to update the company profile because the invoices were coming in with a new address.
Highlighted are the notes from the call: Can you please contact Sherry Wilson at (904)255-5274 to update the name back to Professional Account Management so we won't have to go through the process of changing the name on the contract? If you have access to the portal you should be able to login and do it that way also.

John:

Per our phone conversation, you updated Asset Performance Group, LLC DBA Duncan Solutions LLC / Professional Account Management LLC.
This supplier was put in 1Cloud 05/24/23.
Prior to that from 02/2020, we had Duncan Solutions, Inc. DBA Professional Account Management LLC with tax ID 911938094. This supplier was made inactive 05/24/23.
There is also a second supplier Professional Account Management, LLC with tax ID 391956409 still active.
Does this one need to be made inactive as it falls under Asset Performance Group, LLC as well?

Brittany Jones
Accountant
City of Jacksonville | Office of Public Parking
231 E Forsyth Street, Suite 424
Jacksonville, FL 32202
(904) 255-5860

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A NEW DAY.

From: Lynsay Miller <lmiller@duncansolutions.com>
Sent: Friday, January 9, 2026 5:14 PM
To: Jones, Brittany - DIAD <BJones1@coj.net>
Cc: Brian Dunn <bdunn@duncansolutions.com>; Jennifer Wilson <jwilson2@duncansolutions.com>; John Corrigan <jcorrigan@duncansolutions.com>
Subject: RE: Name Change Request

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi Brittany,

Hoping I can hop in and help out with this. May I ask, was the request to update the profile Asset Performance Group (APG) done recently? APG (now named Business Processing Solutions, LLC) is the upstream Parent entity of Professional Account Management. Is there a form or a portal that needs to be updated? The contracting entity should be Professional Account Management. For a period of time, we did have W9s that had APG on them (with PAM as the disregarded entity) however we have ceased doing that last year.

Please let me know of anything that needs to be done to ensure everything on your end remains under Professional Account Management.

Thank you,

Duncan Solutions

Lynsay Miller
Compliance Manager
Ph: (215) 975-3756
lmiller@duncansolutions.com

From: Jones, Brittany - DIAD <BJones1@coj.net>
Sent: Thursday, January 8, 2026 10:40 AM
To: Brian Dunn <bdunn@duncansolutions.com>; Jennifer Wilson <jwilson2@duncansolutions.com>; John Corrigan <jcorrigan@duncansolutions.com>
Subject: Name Change Request

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You don't often get email from bjones1@coj.net. Learn why this is important

Caution: This is an external email. Please take care when clicking links or opening attachments.

Good morning,

We received a request to update your company profile to Asset Performance Group. The contract that was just extended showed the company name as a Professional Account Management. Can you please advise on which name is correct and the reason for the change?

Thank you,

Brittany Jones
Accountant
City of Jacksonville | Office of Public Parking
231 E Forsyth Street, Suite 424
Jacksonville, FL 32202
(904) 255-5860

A NEW DAY.

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

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.)

Business Processing Solutions, LLC

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

Professional Account Management, LLC

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) C

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) 5

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

(Applies to accounts maintained outside the United States.)

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

PO Box 68

6 City, state, and ZIP code

Horseheads, NY 14845

Requester's name and address (optional)

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

2 6 – 1 8 1 4 8 4 0

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** LL **Date** 11/06/25

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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must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

• Form 1099-S (proceeds from real estate transactions).

• Form 1099-K (merchant card and third-party network transactions).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

• Form 1099-C (canceled debt).

• Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

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Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

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2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

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Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

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SECOND AMENDMENT
TO
SERVICES CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
PROFESSIONAL ACCOUNT MANAGEMENT, LLC
FOR
PARKING CITATION MANAGEMENT SERVICES

THIS SECOND AMENDMENT to Services Contract for a parking citation management system is made and entered into this 9th day of December, 2025, by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (the "City"), and **PROFESSIONAL ACCOUNT MANAGEMENT, LLC**, a foreign limited liability company authorized to conduct business in the State of Florida, with an address at P. O. Box 100, Arcade, New York 14009 (the "Contractor").

WHEREAS, on September 19, 2019, City and Contractor made and entered into City of Jacksonville Contract No. 9904-01 (the "Agreement") for the Services; and

WHEREAS, said Agreement has been amended once previously; and

WHEREAS, said Agreement should be amended further by providing additional funding in the annual amount of $112,120.00, thereby increasing the maximum indebtedness by $112,120.00 to an amount not to exceed $924,240.00, and by exercising the second of three (3) renewal options, thereby extending the period of service from September 19, 2025, through September 18, 2026, with one (1) one-year renewal option remaining, and with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

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

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

2. Section 3 of said Agreement is amended by providing additional funding in the annual amount of $112,120.00, thereby increasing the maximum indebtedness by $112,120.00 to an amount not to exceed $924,240.00, and as amended shall read as follows:

"**3.** **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, the City's maximum indebtedness for all products and services for the Term under this Contract shall be a fixed monetary amount not to exceed NINE HUNDRED

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TWENTY-FOUR THOUSAND TWO HUNDRED FORTY AND OO/100 DOLLARS ($924,240.00), but no funds will be encumbered at the time of execution of this Contract. Funding will be encumbered by subsequently issued purchase orders or check requests."

3. Section 4 of said Agreement is amended by exercising the second of three (3) renewal options, thereby extending the period of service from September 19, 2025, through September 18, 2026, with one (1) one-year renewal option remaining, and as amended shall read as follows:

"**4.** **Term.** The initial term of this Agreement shall commence on the Effective Date and shall expire seven (7) years thereafter on September 18, 2026, unless sooner terminated by either party in accordance with the terms of the RFP. This Agreement may be renewed for one (1) additional one-year period by (i) the City, in its sole discretion, upon written notice to Contractor at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties. The period of use for the Module shall commence upon development completion, scheduled to begin in August, 2025, and shall terminate concurrently with the Agreement on September 18, 2026."

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

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

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

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Donna Deegan
Mayor

Kelli O'Leary
Deputy Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-04

In accordance with Section 24.103(e), *Ordinance Code*, 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 #70576-21 (9904-01), 2nd Amd.

Form Approved:

_____
Office of General Counsel

WITNESS:

By _____
Signature

_____
Type/Print Name

_____
Title

PROFESSIONAL ACCOUNT MANAGEMENT, LLC

By _____
Signature

James Kennedy
Type/Print Name

President & CEO
Title

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Encumbrance and funding information for internal City use:

1Cloud Account for Certification of Funds	Amount
41102.135205.546620.000000.00000000.00000.0000000	$112,120.00

Total Maximum Indebtedness: $924,240.00

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

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

for Anna Brosche

Director of Finance

Contract #9904-01 Amd. #2

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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: Parking Citation Management System

Requested Action and Justification:

Recommend approval to utilize the second of three (3) renewal options with Duncan Solutions, Inc., DBA Professional Account Management LLC, in the annual amount of $112,120.00. Period of service will be from September 19, 2025 through September 18, 2026, with one (1)-one year renewal option remaining. Total expenditure not to exceed $924,240.00.

To be executed by formal contract amendment through the Office of General Counsel.

Supplier:	Professional Account Management	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	09/19/2019

POA #:	70576-21	**PO #:**	TBD	**Change Order #:**	N/A
Solicitation #:	RFP-NONCON ESC-0411 19	**Contract #:**	70576-21	**Contract Amd #:**	2
Term:	5 years	**Options:**	3, 1-year	**Options Used:**	1

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

Fund:	41102	**Center:**	135205	**Acct:**	546620	**Proj:**	000000	**Activity:**	00000000	$ 112,120.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 924,240.00	**Contingent Amt:**	$ 0	**DMP/ODPO Amt:**	$ 0

Using Agency/BU:	DIAD:DOWNTOWN_INVESTMENT_AUTHORITY		
Concurrence:	Signed by: Sherwill, Peter B6257F4BEEEC438...	**Title:**	PUBLIC PARKING OFFICER 9/10/2025
Concurrence:		**Title:**	
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Procurement Analyst/Buyer:	Signed by: Ruth Keith C9EF3C29D8B54E9...	**Chief of Procurement:**	Signed by: B19F1D517352458... 9/16/2025
Name:	Ruth Keith	**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:	3	**Action:**	Approved
Members who disapprove:	0	**Signature:**	DocuSigned by: Karen Bowling 1C34E1215562481...
Date:	9/18/2025	**Date:**	9/18/2025

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

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

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.*

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

Duncan Solutions
PAM Professional Account Management

Jennifer Wilson, National Account Manager – Duncan Solutions
633 W. Wisconsin Avenue, Suite 1600 | Milwaukee, WI 53203
Cell: (262) 705-0104 | Email: jwilson2@duncansolutions.com

August 18, 2025

City of Jacksonville
Attn: Peter Sherwill
231 E. Forsyth Ave
Jacksonville, FL 32202

RE: Parking Citation Management Contract Extension # 2

With relation to the existing Services Contract for Parking Citation Management Services entered into on September 19, 2019 (the "Contract") between the City of Jacksonville ("City") and Professional Account Management, LLC ("PAM"), the parties hereby agree to renew and extend the term of the Contract for a period of one (1) year as allowed by the Contract.

Provision 4 of the Contract states, "The initial term of this Agreement shall commence on the Effective Date and shall expire five years thereafter on September 18, 2024, unless sooner terminated by either party in accordance with the terms of the RFP. This Agreement may be renewed for up to three (3) additional one-year periods by (i) the City, it its sole discretion, upon written notice to Contractor at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties".

In accordance with Provision 4 and 10 of the Contract, the Contract is extended for a period of one (1) year, to run from September 19, 2025 – September 18, 2026.

Professional Account Management, LLC	City of Jacksonville
Title	Title
Date	Date

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

SECOND AMENDMENT
TO
SERVICES CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
PROFESSIONAL ACCOUNT MANAGEMENT, LLC
FOR
PARKING CITATION MANAGEMENT SERVICES

THIS SECOND AMENDMENT to Services Contract for a Parking Citation Management Services is entered into this 3rd day of December, 2024, but is effective as of September 19, 2024, and is between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the "City"), and **PROFESSIONAL ACCOUNT MANAGEMENT, LLC**, a Wisconsin limited liability company ("Contractor").

WHEREAS, on September 19, 2019, the City and Contractor entered into the Services Contract for Parking Citation Management Services, City Contract No. 9904-01 (the "Agreement"); and

WHEREAS, the parties previously amended the Agreement by that First Amendment dated September 21, 2021 (the "First Amendment"); and

WHEREAS, the Agreement should be amended further by rescinding the First Amendment; by exercising the first of three one-year renewal options thereby extending the term through September 18, 2025, with two renewal options remaining; and by providing additional funding in the amount of $112,120.00 thereby increasing the maximum indebtedness to a new total maximum indebtedness not to exceed $812,120.00, with all other provisions, terms, and conditions of the Agreement remaining unchanged.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above-stated recitals are accurate, true, and correct and are hereby incorporated in and made a part of this amendment.

2. The First Amendment is hereby rescinded in its entirety.

3. The Agreement's Section 3 is hereby amended by providing additional funding in the amount of $112,120.00 thereby increasing the maximum indebtedness to a new total maximum indebtedness not to exceed $812,120.00, and as amended reads as follows:

> **3. <u>Maximum Indebtedness</u>.** As required by Section 106.431, *Ordinance Code*, the City's maximum indebtedness for all products and services for the term under this Agreement shall be a fixed monetary amount not to exceed EIGHT HUNDRED TWELVE THOUSAND ONE HUNDRED

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

TWENTY AND 00/100 DOLLARS ($812,120.00), but not funds will be encumbered at the time of execution of this Agreement. Funding will be encumbered by subsequent purchase orders or check requests.

4. The Agreement's Section 4 is hereby amended by exercising the first of three one-year renewal options thereby extending the term through September 18, 2025, with two renewal options remaining, and as amended reads as follows:

> **4. Term.** The term of this Agreement shall commence on the Effective Date and shall continue through September 18, 2025, unless sooner terminated by either party in accordance with the terms of the RFP. This Agreement may be renewed for up to two (2) additional one (1) year periods by (i) the City, in its sole discretion, upon written notice to Contractor at least sixty (60) days prior to the end of the then-current term, or (ii) upon the mutual agreement of the parties.

SAVE AND EXCEPT as expressly amended in and by this amendment, the provisions, terms, and conditions of the Agreement remain unchanged and continue in full force and effect.

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

ATTEST

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

CITY OF JACKSONVILLE

By: Karen Bowling
Donna Deegan
Mayor

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

WITNESS

By: Lynsay Miller
Name: Lynsay Miller
Title: Compliance Manager

PROFESSIONAL ACCOUNT MANAGEMENT, LLC

By: James M. Kennedy
Name: James Kennedy
Title: President & CEO

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

Encumbrance and funding information for internal City use:

Account or PO Number:

1Cloud Account for Certification of Funds	Amount

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

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

Director of Finance
City Contract #9904-01, Amendment 2

Form Approved:

Office of General Counsel

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

Contract Purchase Agreement Release 632650-22

Purchase Order	632650-22
Order Date	09-NOV-2021
Change Order	0
Change Order Date	09-NOV-2021
Revision	0
Ordered	62,600.00 USD
Requisition Number	DIPP-500210-21
Solicitation Number	SS-10577-21
All packing slips, invoices, and correspondence must reference the purchase order number	

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

Supplier
Professional Account Managment, LLC
633 West Wisconsin Avenue
Suite 1600
MILWAUKEE, WI 53203

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

Ship To
Yates Suite 424
231 East Forsyth Street
Suite 424
JACKSONVILLE, FL 32202 US

Notes Pricing in accordance with ESC-0411-19 Parking Citation Management System.
C/O to change POA to the full award amount minus what was already spent.

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
24977	**Net 30**	**Freight Prepaid**	**FOB Destination**	**Best Way**

Buyer	Deliver To Contact
David Klages Email: **dklages@coj.net**	**William Schaefer** E-mail: **schaefer@coj.net**

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	Parking Citation Management System - Add Service - Monthly Permitting 41102.135202.546620.000000.00000000.00000.0000000	62,600.00				

This line references Document (Contract Purchase Agreement) POA-70576-21.

Ship To
Yates Suite 424
231 East Forsyth Street
Suite 424
JACKSONVILLE, FL 32202

Promised 62,600.00

Requested
6/16/21

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

Line Total **62,600.00**

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

Contract Purchase Agreement Release 632650-22

Line	Item	Price	Quantity	UOM	Ordered	Taxable
			Total		62,600.00	

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

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

Contract Purchase Agreement Release 632650-22

GENERAL CONDITIONS

1. RESERVATIONS: The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of the Invitation to Bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds were required. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted.

Buyer reserves the right to terminate the Contract or Purchase Order at any time and for any reason by giving written notice to Contractor unless otherwise specified within the solicitation documents. If the Contract or Purchase Order is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Goods or Services actually provided to the date of termination.

2. TAXES: The City of Jacksonville, Florida is exempt form the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C, (b) Manufacturer's Federal Excise Tax Registration No 59-6000 344

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

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

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

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

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

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

9. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

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

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

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

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

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

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

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

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

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

14. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS:

a. Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing, (ii) state the amount in dispute, (iii) specifically describe the actions required to cure the dispute, and (iv) be delivered to CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.
b. Jacksonville Small Emerging Business (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing, (ii) state the amount in dispute, (iii) specifically describe the actions required to cure the dispute, and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.
c. Third-Party Liability – The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks, and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

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

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

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

18. INDEMNIFICATION:

a. The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or it's using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the Negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.
b. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

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

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

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

22. INVOICING: Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include, purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: City of Jacksonville, General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida 32202.

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

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

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City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1: Form Type ADMIN Award Request: Renewals, Extensions, and Unit Price Increases (within NTE)

Goods and/or Services: ESC-0411-19 Parking Citation Management System

Requested Action/Authority:

Recommend approval to utilize the first renewal option Duncan Solutions, Inc., dba Professional Account Management LLC, in the annual amount of $112,120.00. Period of service will be from date of executed contract amendment through September 18, 2025, with two (2) one year renewal options remaining.

Justification/Explanation:

Please see the last attachment to this form.

Legal Contract #:	9904-01	Contract Date:	09/19/2024	Change Order/AMD #:	2	
PO/Release #:	TBD for FY25	Bid Date:	09/19/2019	Awarded Supplier:	Professional Account Management, LLC	
Licenses Verified:	N/A	Effective Date:	10/30/2024	Basis of Award:	Highest Evaluated	
Federally Funded:	No	No. Invited:	3	Responses Received:	3	Attachments:
Solicitation:	RFP-NONCON ESC-0411 - 19			Procurement Contract #:	POA - 70576-21	
Executed By:	Procurement					

PoP:Base:	3 years	Options:	Three (3) one-year renewals	Extension(s):	N/A
JSEB Rec.:	Encouragement	%:	0	Bonds Waived Pursuant To:	N/A

Fund:	41102	Center:	135205	Acct:	546620	Proj:	000000	Activity:	00000000	$	112,120.00
Fund:		Center:		Acct:		Proj:		Activity:		$	
Fund:		Center:		Acct:		Proj:		Activity:		$	

New NTE/GMP:	$ 812,120.00	Contingent Amount:	$ 0	DMP/ODPO Amount:	$ 0

Using Agency/BU:	DIAD:DOWNTOWN_INVESTMENT_AUTHORITY			
Concurrence:	Signed by: Sherwill, Peter B6257F4BEEEC438...	Title:	PUBLIC PARKING OFFICER	10/17/2024
Concurrence:		Title:		
Concurrence:		Title:		
Concurrence:		Title:		

Procurement Analyst/Buyer:	Signed by: David Klages 2E820995264D4AE...
Name:	David Klages
Procurement Manager:	Signed by: Marilyn Laidler 643A428BD05144E...
Name:	Marilyn Laidler
Chief of Procurement:	DocuSigned by: B19F1D517352456... 10/30/2024
Name:	Dustin L. Freeman

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

PAF Instructions

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

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

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

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

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

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

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

Date: Enter the date of PAF submission.

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

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

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

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

PO/Release Number: Enter PO Release Number

Awarded Supplier: Enter Awarded Supplier Name

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

Responses Received: This is the number of responses received.

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

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

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

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

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

JSEB Goal: Select the percentage established by JSEB.

JESB Other: Select Encouragement or Set Aside Option

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

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

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

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

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

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

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

Concurrence: Electronic Signature

Title: Enter the title of person electronically signing form.

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

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

Duncan Solutions
PAM Professional Account Management

Brian Dunn, Senior Vice President - Operations – Duncan Solutions
633 W. Wisconsin Avenue, Suite 1600 | Milwaukee, WI 53203
Phone: (414) 847-3774 | Cell: (414) 801-6917 | Email: bdunn@duncansolutions.com

September 24,
2024

City of Jacksonville
Attn: Robert Carle
231 E. Forsyth Ave
Jacksonville, FL 32202

RE: Parking Citation Management Contract Extension

With relation to the existing Services Contract for Parking Citation Management Services entered into on September 19, 2019 (the "Contract") between the City of Jacksonville ("City") and Professional Account Management, LLC ("PAM"), the parties hereby agree to renew and extend the term of the Contract for a period of one (1) year as allowed by the Contract.

Provision 4 of the Contract states, "The initial term of this Agreement shall commence on the Effective Date and shall expire five years thereafter on September 18, 2024, unless sooner terminated by either party in accordance with the terms of the RFP. This Agreement may be renewed for up to three (3) additional one-year periods by (i) the City, it its sole discretion, upon written notice to Contractor at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties".

In accordance with Provision 4 and 10 of the Contract, the Contract is extended for a period of one (1) year, to run from September 19, 2024 – September 18, 2025.

Further, the parties acknowledge that on or about 2021 they entered into Amendment 1 related to services to develop, implement and administer an Online Monthly Permit Processing Module ("Permit Module"). For a variety of reasons, the parties mutually agreed not to proceed with the Permit Module and the parties hereby confirm that Amendment 1 is invalidated and rescinded. Except as described herein, all other terms and conditions of the Contract shall remain unchanged and in effect.

Professional Account Management, LLC	City of Jacksonville
Title	Title
Date	Date

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

SUBJECT: Parking Citation Management System

BID #: ESC-0411-19 **OPEN DATE: 5/29/19**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – Five (5) years from date of contract execution with three (3) one (1) year renewal options

AGENCY: Public Parking

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 6 **NUMBER RECEIVED:** 6 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to reject three (3) bidders: iNet, Inc. dba iParq, Passport Labs, Inc. and T2 Systems for failure to submit required information as requested in the specifications. Recommend approval of award to the highest scoring bidder, Professional Account Management LLC, a Duncan Solutions. Period of service is five (5) years from date of contract execution with three (3) one (1) year renewal options. Total estimated annual expenditure amount is $140,000.00, with a not to exceed expenditure amount of $700,000.00 for the initial five (5) year term.

Professional Account Management (Duncan Solutions)	95.85
IPS Group, Inc.	83.63
Data Ticket, Inc.	83.15

Funding Source: DIPP412ENF-04662 - $40,000.00; DIPP412AD-04662 - $100,000.00 - To be executed by formal contract through the Office of General Counsel

Attachments: Recommendation Memo, Rejection Letters, Tabulation and Scoring Sheets and Evaluation Criteria

ANALYST: _____ Annette Burney **RESPECTFULLY SUBMITTED** _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Robert Carle, Public Parking Officer, Office of Public Parking

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 7/18/19

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 7/19/19

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
~~Executive Order No. 2019-02~~

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

Downtown Investment Authority
Office of Public Parking
Claude Yates Building
231 East Forsyth Street, Suite 424
Jacksonville, Florida 32202
(904) 630-CITY
www.coj.net

July 11, 2019

Memorandum

To: Gregory Pease, Chief, Procurement Division

From: Robert Carle, Public Parking Officer, Office of Public Parking

Subject: Public Parking Citation Management System Vendor Recommendation ESC-0411-19

After careful review and consideration, Public Parking recommends the selection of Professional Account Management, LLC, a Duncan Solutions, Inc. Company to receive the award for the above subject Citation Management System contract. This selection was based on vendor product proposals to provide a comprehensive parking citation issuance solution which will enhance customer service and maximize program collection rates through the use if the latest parking enforcement and customer self-service technology.

All vendor proposals were evaluated based on an established point system. Results for the three (3) qualified vendors competing for this bid are ranked as follows:

1. Duncan Solutions, Professional Account Management received a consensus score of 95.85
2. IPS Group, Inc. received a consensus score of 83.63
3. Data Ticket, Inc. received a consensus score of 83.15

The estimated annual expenditure for each year is $140,000.00 provided via the following funding sources:

DIPP412ENF-04662 - $40,000.00
DIPP412AD -04662 - $100,000.00

Total estimated expenditure not to exceed $700,000.00. This amount is based on the five (5) year contract period identified in the ESC-0411-19 RFP.

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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.

July 11, 2019

P.O. Box 60309
San Diego, CA 92166

NOTIFICATION OF FORMAL BID REJECTION

BIDDER'S NAME: iNet, Inc. dba iParq

CONTACT NAME: Todd Fisher

BID NUMBER: ESC-0411-19

NAME OF BID: Parking Citation Management System

DATE OPENED: 5/29/19

REASON FOR REJECTION:
Agency recommends rejecting bidder for failure to meet the requirements of the RFP. Specifically, bidder did not submit or return the following:

- Bid Bond
- References only list one (1) municipality
- Number of annual citations listed as confidential.
- Exclusions to insurance requirements

IF YOU WISH TO PROTEST THE RECOMMENDED REJECTION OF THIS BID, PLEASE RESPOND IN ACCORDANCE WITH THE CITY OF JACKSONVILLE BID PROTEST PROCEDURES. DIRECT ALL PROTEST TO THE RESPECTIVE ANALYST/BUYER, FACSIMILE NUMBER (904) 255-8837.

BUYER'S SIGNATURE: _____
Annette L. Burney

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

Leslie-Burney, Annette

From: Leslie-Burney, Annette
Sent: Thursday, July 11, 2019 11:53 AM
To: Madison Huemmer (mhuemmer@iparq.com)
Cc: Pease, Gregory
Subject: Rejection Notice: ESC-0411-19 Parking Citation Management System
Attachments: iNET.pdf

Madison, please find the attached notice of rejection for the above RFP.

Thank you,

Annette L. Burney
Purchasing Analyst
Procurement Division
Finance and Administration Department
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Ph.: 904-255-8810
Fax: 904-360-8527
Email: aburney@coj.net

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-----Original Message-----
From: P0697@coj.net [mailto:P0697@coj.net]
Sent: Thursday, July 11, 2019 11:17 AM
To: Leslie-Burney, Annette
Subject: iNET

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location: Ed Ball 8th Floor
Device Name: P0697

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

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.

July 11, 2019

8900 Keystone Crossing
Suite 700
Indianapolis, IN 46240

NOTIFICATION OF FORMAL BID REJECTION

BIDDER'S NAME: T2 Systems

CONTACT NAME: Joe Weiler

BID NUMBER: ESC-0411-19

NAME OF BID: Parking Citation Management System

DATE OPENED: 5/29/19

REASON FOR REJECTION:
Agency recommends rejecting bidder for failure to meet the requirements of the RFP. Specifically, bidder did not submit or return the following:

- Section 1.4, Minimum Requirements - A list of 3 municipalities with at least 50,000 citations annually
- Attachment B, Evaluation Criteria - Response to Technical Requirements
- Addendums 1 & 2

IF YOU WISH TO PROTEST THE RECOMMENDED REJECTION OF THIS BID, PLEASE RESPOND IN ACCORDANCE WITH THE CITY OF JACKSONVILLE BID PROTEST PROCEDURES. DIRECT ALL PROTEST TO THE RESPECTIVE ANALYST/BUYER, FACSIMILE NUMBER (904) 255-8837.

BUYER'S SIGNATURE: _____
Annette L. Burney

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

Leslie-Burney, Annette

From: Leslie-Burney, Annette
Sent: Thursday, July 11, 2019 12:09 PM
To: Samson David (Samson.David@t2systems.com)
Cc: Pease, Gregory
Subject: Rejection Notice: ESC-0411-19 Parking Citation Management System
Attachments: T2.pdf

David, please find the attached notice of rejection for the above RFP.

Thank you,

Annette L. Burney
Purchasing Analyst
Procurement Division
Finance and Administration Department
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Ph.: 904-255-8810
Fax: 904-360-8527
Email: aburney@coj.net

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-----Original Message-----
From: P0697@coj.net [mailto:P0697@coj.net]
Sent: Thursday, July 11, 2019 11:17 AM
To: Leslie-Burney, Annette
Subject: T2

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location: Ed Ball 8th Floor
Device Name: P0697

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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.

July 11, 2019

128 South Tryon Street
Suite 2200
Charlotte, NC 28202

NOTIFICATION OF FORMAL BID REJECTION

BIDDER'S NAME: Passport Labs, Inc.

CONTACT NAME: Khristian Gutierrez

BID NUMBER: ESC-0411-19

NAME OF BID: Parking Citation Management System

DATE OPENED: 5/29/19

REASON FOR REJECTION:
Agency recommends rejecting bidder for failure to meet the requirements of the RFP. Specifically, bidder did not submit or return the following:

- Insurance Agent Acknowledgement (Form 3)
- Addendums 1 & 2

IF YOU WISH TO PROTEST THE RECOMMENDED REJECTION OF THIS BID, PLEASE RESPOND IN ACCORDANCE WITH THE CITY OF JACKSONVILLE BID PROTEST PROCEDURES. DIRECT ALL PROTEST TO THE RESPECTIVE ANALYST/BUYER, FACSIMILE NUMBER (904) 255-8837.

BUYER'S SIGNATURE: _____
Annette L. Burney

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

Leslie-Burney, Annette

From: Leslie-Burney, Annette
Sent: Thursday, July 11, 2019 12:19 PM
To: catchall@passport.com
Cc: Pease, Gregory
Subject: FW: Rejection Notice: ESC-0411-19 Parking Citation Management System
Attachments: Passport.pdf

Please find the attached rejection notice attached for the Parking Citation Management System RFP.

Thank you,

Annette L. Burney
Purchasing Analyst
Procurement Division
Finance and Administration Department
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Ph.: 904-255-8810
Fax: 904-360-8527
Email: aburney@coj.net

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-----Original Message-----
From: Leslie-Burney, Annette
Sent: Thursday, July 11, 2019 11:57 AM
To: khristian.gutierrez-rfp@passportinc.com
Cc: Pease, Gregory
Subject: Rejection Notice: ESC-0411-19 Parking Citation Management System

Khristian, please find the attached rejection notice for the above RFP.

Thank you,

Annette L. Burney
Purchasing Analyst
Procurement Division

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

Finance and Administration Department
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Ph.: 904-255-8810
Fax: 904-360-8527
Email: aburney@coj.net

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-----Original Message-----
From: P0697@coj.net [mailto:P0697@coj.net]
Sent: Thursday, July 11, 2019 11:17 AM
To: Leslie-Burney, Annette
Subject: Passport

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location: Ed Ball 8th Floor
Device Name: P0697

For more information on Xerox products and solutions, please visit http://www.xerox.com

TITLE: Parking Citation Management System

BID NO.: ESC-0411-19

OPEN DATE: May 29, 2019 @ 2 P.M.

ANALYST: Annette Burney

No. Invited: (6) No. Received (6) No Bids: (0)

Recorded By: John Hernandez Announcer: Olive Wallace-Cohen

		Data Ticket, Inc.	Duncan Solutions Professional Account Management LLC	INet, Inc./iParq	IPS Group, Inc.
Notes:			Per ticket	Reject/No Bid Bond, insurance exclusions, citation #'s confidential, projects and references include colleges	References do not have # of citations or term dates
Total Base Bid:		$ 712,500.00	$1.89/ or $567,000.00	$ 832,265.00	$ 773,000.00
Quality of Contractor Proposal/Competency	15				
Response to Technicaql Proposal Criteria	15				
Functionality	20				
Overall Cost (Total Base Bid)	30				
References (Capability and Experience)	10				
Warranty and Support	10				
TOTAL POINTS	100				
MINIMUM REQUIREMENTS		✓	✓	N	Y
CONFLICT OF INTEREST		✓	✓	✓	✓
INSURANCE AGENT ACKNOWLEDGEMENT		✓	✓	✓	✓
BID BOND		✓	✓	X	✓
ADDENDUM (2)		✓	✓	✓	✓

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TITLE: Parking Citation Management System BID NO.: ESC-0411-19 OPEN DATE: May 29, 2019 @ 2 P.M. ANALYST: Annette Burney No. Invited: (6) No. Received ( ) No Bids: ( ) Recorded By: Renata Barnett Announcer: Olive Wallace-Cohen		Passport Labs, Inc.	T2 Systems		
NOTES:		Reject - See Form 4, Insurance Agent Ack.(pg.19-20), No addenda	Reject - Did not see response to Technical requirements, only 2 project with citations over 50K, no addenda, exceptions (pg. 45)		
Total Base Bid:		$431,755.00 / $609,836.55 with credit card processing	$ 791,025.76		
Qualifications & Background	25				
Organizational Structure	25				
Pricing Schedule	5				
Legal & Financial	10				
Technology	10				
Collection Process	25				
TOTAL POINTS	100				
MINIMUM REQUIREMENTS		Y	N		
CONFLICT OF INTEREST		✓	✓		
INSURANCE AGENT ACKNOWLEDGEMENT		✓	✓		
BID BOND		✓	✓		
ADDENDUM (2)		X	X		

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Notes: **Bill Schaefer Recommends**

Duncan (PAM) has the lowest cost

1.89 X 60,000 = $113,400.00 X 5 = $567,000.00

What I see upon further review about Passport's really low quote:.

Passports price doesn't include Merchant Processing. See bottom FORM 1 Pricing Sheet on Page 6 & 7.

They quote 2.9% +-.30 (only id Passport is the Merchant Processor) Based on the Credit Card

for 10/1/2017 - 9/30/2018 the total number of Credit Card + IVR Transactions is

24,241 with a transaction amount totaling $977,379.02 - this is for 1 year

24241 X $0.30 = $7,272.30 X 5 years = $36,361.50

$977,379.02 X 2.9% = $28,343.99 X 5 years =$141,719.95

$36,361.50 + $141,719.95 = $178,081.45

$171,081.45 + Passport's Quoted $431,755.00 = $609,836.55

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Collection Fee/Rate	Data Ticket, Inc.	Duncan Solutions, Inc.	INET, Inc./iParq	IPS Group, Inc.	Passport, Inc.	T2 Systems
Startup Costs	$ 39,500.00	Included	$ 39,900.00	$ 43,000.00	$ 28,060.00	$ 64,503.60
Year 1	$ 134,600.00	$1.89/ticket issued	$ 158,473.00	$ 146,000.00	$ 80,739.00	$ 131,559.00
Year 2	$ 134,600.00	$1.89/ticket issued	$ 158,473.00	$ 146,000.00	$ 80,739.00	$ 138,079.95
Year 3	$ 134,600.00	$1.89/ticket issued	$ 158,473.00	$ 146,000.00	$ 80,739.00	$ 144,926.95
Year 4	$ 134,600.00	$1.89/ticket issued	$ 158,473.00	$ 146,000.00	$ 80,739.00	$ 152,173.30
Year 5	$ 134,600.00	$1.89/ticket issued	$ 158,473.00	$ 146,000.00	$ 80,739.00	$ 159,781.96
Total Base Bid	$ 712,500.00	$1.89/ticket issued	$ 832,265.00	$ 773,000.00	$ 431,755.00	$ 791,024.76
Additional Costs:						
Additional or Replacement Hand Held Units	$1800/S9+ and Zebra Printer	$3,799.00 (plus assoc. wireless fees)	$125/HHU/month	$2,950.00 all-in-one HHU (see price sheet) Add'l Cost: Register Owner Look-ups $.75/look-up (see price sheet)	$2,400.00/unit two tech N5 Scan	$ 1,605.55
Additional Tickets Paid	$.40/paid ticket	Included	$2.95 paid by parker	$2.00 or 3% online fee paid by end-user (Using City's Merchant Acct.)	20.5% of delinquent citations ($2.95/citation pd)	$0
Database Accounts	Included	Included	$0	NA	Covered in cost	$ 2,878.20
Additional Notices on Citations	$.80, inclusive of 1st class postage	$.25 per additional notice sent	$.85/letter	$0.80	$1.00 + postage	$0
Notes	Please Note data plan costs are a straight pass-thru /not quoted			**Start-up Cost** includes installation, training & all-in-one hhu's		Start up cost based on project fees, implementation, interfaces, 12 printer, accessories and travel.

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Response to Technical Requirements	Passport Labs, Inc.	IPS	Professional Account Mgt	Data Ticket	
Create Citations					
BF1.1	Y	Y	Y	Y	1
BF1.2	Y	Y	Y	Y	2
BF1.3	Y		Y		3
BF1.4	Y	Y	Y	Y	4
BF1.5	Y	Y	Y	Y	5
BF1.6	Y	Y	Y	Y	6
BF1.7	Y	Y	Y	Y	7
BF1.8	Y	Y	Y	Y	8
BF1.9	Y	Y	Y	Y	9
BF1.10	Y	Y	Y	Y	10
BF1.11	Y		Y	Y	11
Intuitive Application Interface					
BF2.1	Y	Y	Y	Y	12
BF2.2	Y	Y	Y	Y	13
BF2.3	Y	Y	Y	Y	14
BF2.4	Y	Y	Y	Y	15
BF2.5	Y	Y	Y	Y	16
BF2.6	Y	Y	Y	Y	17
Access Hit List (Scofflaw Report)					
BF3.1	Y	Y	Y	Y	18
BF3.2	Y	Y	Y	Y	19
BF3.3	Y	Y	Y	Y	20
Access Citation Database from Handheld					
BF4.1	Y	Y	Y	Y	21
Print Citations					
BF5.1	Y	Y	Y	Y	22
BF5.2	Y	Y	Y	Y	23
BF5.3	Y	Y	Y	Y	24
BF5.4	Y	Y	Y	Y	25
BF5.5	Y	Y	Y	Y	26
Hardware Requirements					
BF6.1	Y	Y	Y	Y	27
BF6.2	Y		Y	Y	28
BF6.3	Y	Y	Y	Y	29
BF6.4	Y	Y	Y	Y	30
BF6.5	Y	Y	Y	Y	31
BF6.6	Y	Y	Y	Y	32
BF6.7	Y	Y	Y	Y	33
BF6.8	Y		Y	Y	34
BF6.9	Y	Y	Y	Y	35
BF6.10	Y	Y	Y	Y	36
BF6.11	Y	Y		Y	37

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Citation Application Requirements					
Real-time Parking citations, warnings and picutres					
BF1.1	Y	Y	Y	Y	38
Add citation data					
BF2.1	Y	Y	Y	Y	39
BF2.2	Y	Y	Y	Y	40
BF2.3	Y	Y	Y	Y	41
BF2.4	Y	Y	Y	Y	42
BF2.5	Y		Y	Y	43
BF2.6	Y		Y	Y	44
BF2.7	Y	Y	Y	Y	45
BF2.8	Y	Y	Y	Y	46
BF2.9	Y	Y		Y	47
Receive Batch Files					
BF3.1	Y	Y	Y	Y	48
BF3.2	Y	Y	Y	Y	49
Manage Business Rules and Citation Status					
BF4.1	Y	Y	Y	Y	50
BF4.2	Y	Y	Y	Y	51
BF4.3	Y	Y	Y	Y	52
BF4.4	Y	Y	Y	Y	53
View Citation Data					
BF5.1	Y	Y	Y	Y	54
BF5.2	Y	Y	Y	Y	55
BF5.3	Y	Y	Y	Y	56
BF5.4	Y	Y	Y	Y	57
BF5.5	Y		Y	Y	58
Payment Processing					
BF6.1	Y	Y	Y	Y	59
BF6.2	Y	Y	Y	Y	60
BF6.3	Y	Y	Y	Y	61
BF6.4	Y	Y	Y	Y	62
BF6.5	Y	Y	Y	Y	63
BF6.6	Y	Y	Y	Y	64
BF6.7	Y	Y	Y	Y	65
Void Citations					
BF7.1	Y	Y	Y	Y	66
BF7.2	Y	Y	Y	Y	67
Close/Write Off Old Records					
BF8.1	Y	Y	Y	Y	68
Manage Citation History					
BF9.1	Y	Y	Y	Y	69
BF9.2	Y	Y	Y	Y	70
Create New Citation Types					
BF10.1	Y	Y	Y	Y	71
BF10.2	Y	Y	Y	Y	72

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Manage Docket Process					
BF11.1	Y	Y	Y	Y	73
BF11.2	Y	Y	Y	Y	74
BF11.3	Y	Y	Y	Y	75
BF11.4	Y	Y	Y	Y	76
BF11.5	Y	Y	Y	Y	77
Send Notifications					
BF12.1	Y	Y	Y	Y	78
BF12.2	Y	Y	Y	Y	79
BF12.3	Y	Y	Y	Y	80
Create Parking Enforcement Zones					
BF13.1	Y	Y	Y	Y	81
Manage Interface Files					
BF14.1	Y	Y	Y	Y	82
BF14.2	Y	Y	Y	Y	83
BF14.3	Y	Y	Y	Y	84
BF14.4	Y	Y	Y	Y	85
Compliance Files					
BF15.1	Y	Y		Y	86
Accounting Requirements					
BF1	Y	Y	Y	Y	87
BF2	Y	Y	Y	Y	88
BF3	Y	Y	Y	Y	89
BF4	Y	Y	Y	Y	90
BF5	Y		Y		91
Web Browser Requirements					
BF1	Y	Y	Y		92
Performance and Businsess Continuity - Disaster Recovery Plan					
BF1	Y	Y	Y	Y	93
BF2	Y	Y	Y	Y	94
BF3	Y	Y	Y	Y	95
BF4	Y	Y	Y	Y	96
BF5	Y	Y	Y	Y	97
BF6	Y	Y	Y	Y	98
BF7	Y	Y	Y	Y	99
BF8	Y	Y	Y	Y	100
BF9	Y		Y	Y	101
BF10	Y	Y	Y	Y	102
BF11	Y	Y	Y	Y	103
Data Security Requirements					
BF1	Y	Y	Y	Y	104
BF2	Y	Y	Y	Y	105
BF3	Y	Y	Y	Y	106
BF4	Y	Y	Y	Y	107
Exit Strategy					
BF1	Y	Y	Y	Y	108
BF2	Y	Y	Y	Y	109
BF3	Y	Y	Y	Y	110

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BF4	Y	Y	Y	Y	111
Reports and Queries					
BF1	Y	Y	Y	Y	112
BF2	Y	Y	Y	Y	113
BF3	Y	Y	Y	Y	114
BF4	Y	Y	Y	Y	115
BF5	Y	Y	Y	Y	116
BF6	Y	Y	Y	Y	117
BF7	Y	Y		Y	118
BF8	Y		Y	Y	119
BF9	Y	Y	Y	Y	120
BF10	Y	Y	Y	Y	121
Security					
BF1	Y	Y	Y	Y	122
BF2	Y	Y	Y		123
BF3	Y	Y	Y	Y	124
BF4	Y	Y	Y	Y	125
BF5	Y	Y	Y	Y	126
BF6	Y	Y	Y	Y	127
Training					
BF1	Y	Y	Y	Y	128
BF2	Y	Y	Y	Y	129
Data Conversion Requirements					
4.3.3	Y	Y	Y		130
4.3.4	Y	Y	Y		131
4.3.5	Y	Y	Y		132
4.3.6	Y	Y	Y		133
4.3.7	Y	Y	Y		134
4.3.8	Y	Y	Y		135
4.3.9	Y	Y	Y		136
4.3.10	Y	Y	Y		137
4.4.1a	Y	Y	Y		138
4.4.1b	Y	Y	Y		139
4.4.1c	Y	Y	Y		140
4.4.1d	Y	Y	Y		141
4.4.1e	Y				142
4.4.1f	Y				143
4.4.2	Y				144
4.4.3	Y				145
Score	145 **15**	131 **13.552**	137 **14.17241379**	125 **12.93103448**	

point value for each question 0.103448276

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ATTACHMENT B
EVALUATION MATRIX

The evaluations will be based upon the following criteria, and bidders 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.** Bidders are encouraged to arrange their responses in a format that will offer ready review and evaluation of each criterion.

Description	Scoring Criteria	Maximum Points Available
Quality of Contractor Proposal / Competency: Executive summary and project approach. Contractor's ability to meet all requirements in scope of work.	High: Proposal directly addresses completion of solutions and scope of work.	15
Response to Technical Proposal Criteria	High: Contractor submits affirmative answers to the criteria outlined in pages 26-48.	15
Functionality	High: Performance and ease of use of handheld units producing immediate real-time citations and pictures; software and interfaces including databases, PC and network hosted applications software and databases, system reports, data upload, system maintenance procedures, and Contractor's ability to customize the software to suit City work processes and preferences.	20
Overall Cost (Total Base Bid)	High: Contractor submitting the lowest cost to the City shall receive the maximum number of points for cost. Each sub-sequentially higher cost shall be divided into the lowest cost received and the product's percentage will be multiplied by the maximum points available to render the points. Ex. Score = (Lowest Bid/The Bid) X 30	30
Reference: Capability and Experience	Provide a list of three (3) references **(Form 5)** for which your firm has provided a citation management system which processes no less than 30,000 citations annually. High: Proposal demonstrates capability and experience with providing and implementing a fully functional automated parking citation system and associated handheld devices that fit for the City's intended purpose.	10
Warranty and Support	High: Proposal offers during post award implementation phase as well as post implementation support.	10
Total Points		100

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1.3 **Term of Agreement.**
The initial term of agreement will commence upon execution of the Contract and will continue for a five (5) year period. Buyer will have the option to renew such agreement for up to three (3) additional years upon satisfactory performance by Contractor. The Contract is subject to early termination as set forth elsewhere in this RFP.

1.4 **Minimum Requirements for Contractors**
Contractors must satisfy the following mandatory minimum requirements in order to have their Responses evaluated. By submitting a Response, Contractor warrants and represents that it satisfies these requirements. **Failure to meet these requirements and present written documentation at the time of bid opening will result in the Response not being evaluated and being rejected as non-responsive:**

1. Contractor must show proof that in the last three (3) years it has installed citation management systems for at least three (3) municipalities which write at least 50,000 citations annually.
2. Contractor must submit three (3) verifiable references on **Form 5** for which it has provided a citation management system for no less than 30,000 citations annually.
3. Contractor must submit Insurance Agent Acknowledgement (Form 4) completed and signed by their insurance agent with their RFP Response.

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.

Contractors may contact Buyer's Equal Business Opportunity Office at 904-255-8840 or find the JSEB directory on Buyer's website. Please contact the Contact Person identified in Section 1.12 if you are uncertain of Buyer's website address or if you experience problems accessing it.

1.6 **Documents Available for Inspection**
There are no documents available for inspection.

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

1.8 **Pre-Bid Meeting.**
Not Applicable

1.9 **Response Due Date.**
The deadline for submitting responses to this RFP is **Wednesday, May 29, 2019 at 2:00 p.m.** 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
214 N. Hogan Street, Room 105
Jacksonville, Florida 32202

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9904-01

SERVICES CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
PROFESSIONAL ACCOUNT MANAGEMENT, LLC
FOR
PARKING CITATION MANAGEMENT SERVICES

THIS CONTRACT the "Agreement"), made and entered into this 19 day of Sept, 2019 (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 PROFESSIONAL ACCOUNT MANAGEMENT, LLC, a Wisconsin limited liability company authorized to conduct business in the State of Florida (the "Contractor"), with offices at 633 W. Wisconsin Avenue, Suite 1600, Milwaukee, Wisconsin 53203.

WHEREAS, the City issued a Request for Proposal No. ESC-0411-19 (the "RFP") for certain services described in the RFP (the "Services"); and

WHEREAS, based on Contractor's response to the RFP dated May 29, 2019, consisting of 193 pages (the "Response"), the City has awarded this Agreement to Contractor;

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 Contractor as specified in the RFP and the Response.

2. **Compensation**. Contractor will be paid by the City for the Services as specified on the Price Sheet in the Response.

3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, the City's maximum indebtedness, for all products and services for the Term under this Agreement shall be a fixed monetary amount not-to-exceed SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS ($700,000.00), but no funds will be encumbered at the time of execution of this Agreement. Funding will be encumbered by subsequent purchase orders or check requests.

4. **Term.** The initial term of this Agreement shall commence on the Effective Date and shall expire five years thereafter on Sept. 18, 2024 unless sooner terminated by either party in accordance with the terms of the RFP. This Agreement may be renewed for up to three (3), additional one (1) year periods by (i) the City, it its sole discretion, upon written notice to Contractor at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties.

5. **Performance Bond.** After full execution of this Contract, Contractor shall submit and record the duly executed performance bond attached hereto as Exhibit A in the

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Official Records of Duval County, as required by Section 255.05, Florida Statutes. Any renewal bond shall be provided to City at least thirty (30) days prior to the expiration of the existing bond.

6. **Contract Documents.** This Agreement 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 Terms and Conditions of Agreement (Section 3 of the RFP)
- Any Purchase Order under the Agreement
- The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Agreement.

7. **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:

Office of Public Parking
231 East Forsyth Street
Jacksonville, Florida 32202
Attn: Bill Schaefer

As to the Contractor:

Professional Account Management, LLC
633 W. Wisconsin Avenue, Suite 1600
Milwaukee, Wisconsin 53203
Attn: _____

8. **Contract Managers.** Each Party will designate a Contract Manager during the term of this Agreement whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Agreement. As of the Effective Date, City's Contract Manager is Bill Schaefer, and the Contractor's Contract Manager is _____. 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 Agreement amendments and may be provided via email.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the Contractor. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made

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by either party or any representative of either party, which is not expressed herein shall be binding. Contractor may not unilaterally modify the terms of this Agreement 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. Contractor acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any third party.

10. **Amendments.** All changes to, additions to, modifications of, or amendment to this Agreement, 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.

11. **Counterparts.** This Agreement, 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.]

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

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

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: 9904-01

Form Approved:

_____
Office of General Counsel

ATTEST:

By _____
Signature

Gregg Bott
Type/Print Name

General Counsel
Title

PROFESSIONAL ACCOUNT MANAGEMENT, LLC, a Wisconsin limited liability company

By _____
Signature

Tim Wendler
Type/Print Name

President + CEO
Title

GC-#1295717-v1-2019_Professional_Account_Management_a_Duncan_Solutions_company.docx

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EXHIBITA

CONTRACT NUMBER 9904-01
(*Contract Number to be inserted by the City of Jacksonville*)

BOND NUMBER 107041146
(*Bond Number to be inserted by the Surety*)

PERFORMANCE BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: Professional Account Management, LLC

Principal Business Address: 633 W. Wisconsin Avenue, Suite 1600, Milwaukee, WI 53203

Telephone: (_____)_____

As to the Surety:

Name: Travelers Casualty and Surety Company of America

Principal Business Address: One Tower Square, Hartford, CT 06183

Telephone:(__) (860) 277-0111

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o the Office of Public Parking)

Principal Business Address: 231 East Forsyth St., Jacksonville, Florida 32202

Telephone: (904) 630-1399

Description of project including address and description of improvements:

The City of Jacksonville's Office of Public Parking seeks a Parking Citation Management System that will be a unified database to track parking citations from issuance to collection.

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Bond #107041146

CITY OF JACKSONVILLE, FLORIDA

PERFORMANCE BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that PROFESSIONAL ACCOUNT MANAGEMENT, LLC, a Wisconsin limited liability company, as Principal, (hereinafter the "Contractor"), and Travelers Casualty and Surety Company of America, a corporation organized and existing under the laws of the State of Connecticut and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter the "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter called "City"), in the sum of SEVEN HUNDRED THOUSAND AND NO/100 USD ($700,000.00), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number 9904-01 (*to be inserted by the City*) (the "Contract"), dated as of the 9th day of October, 2019, for furnishing all labor, equipment and materials, and for performing all operations necessary for provision of a parking citation management system, including, but not limited to, a unified database to track parking citations from issuance to collection, for citations issued by the City of Jacksonville Office of Public Parking, Jacksonville Sheriff's Office, Airport Authority Police and the Disabled Parking Enforcement Program, to ensure data integrity, increase collection rates and allow City staff to query and understand trends within the data, and performing other work as specified in the Contract Documents

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(hereinafter referred to as the "Project"), all in strict accordance with plans and specifications and other Contract Documents prepared by the City of Jacksonville, Bid numbered ESC-0411-19, Bid Date May 29, 2019, entitled Parking Citation Management System for City of Jacksonville, Florida, and any advertisement for bids for said work and the drawings, plans and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall: **(1)** provide the City with a certified copy of the recorded bond before commencing the work or before recommencing the work after a default or abandonment; and **(2)** promptly and faithfully perform the work in the time and manner prescribed in said Contract, which is made a part of this Bond, by reference, in strict compliance with the Contract requirements; and **(3)** perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and **(4)** pay the City all losses, delay and disruption damages and all other damages, expenses, costs, statutory attorney's fees, including appellate proceedings, that the City sustains because of a default by Contractor under the Contract, then this Bond shall be void; otherwise, it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by the City, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

PROVIDED further, that whenever Contractor shall be declared by the City to be in

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default under the Contract, the City having performed the City's obligations thereunder, the Surety shall, at the City's sole option, take one (1) of the following actions:

(1) Within a reasonable time, but in no event later than thirty (30) days after the City's written notice of termination for default, arrange for Contractor with the City's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay the City all losses, delay and disruption damages and all other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that the City sustains because of a default by the Contractor under the Contract; or

(2) **(A)** Within a reasonable time, but in no event later than sixty (60) days after the City's written notice of termination for default, award a contract to a completion contractor and issue notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions and, upon determination by Surety of the lowest responsible qualified bidder, award a contract; **(B)** alternatively, the City may elect to have the Surety determine jointly with the City the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and the City, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price" as used in this Bond shall mean the total amount payable by the City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid

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by the City to Contractor; **(C)** either way, the Surety shall pay the City all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees, including appellate proceedings, that the City sustains because of a default by Contractor under the Contract; or

(3) Within a reasonable time, but in no event later than thirty (30) days from City's notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to the City and tender payment to the City of any amount necessary in order for the City to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save the City harmless on account of all claims and damages arising from the Contractor's default under the Contract, and pay the City for all losses, delay and disruption damages and other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that the City sustains because of a default of the Contractor under the Contract.

PROVIDED further, the Surety shall indemnify and save the City harmless from any and all claims and damages arising from the Contractor's default under the Contract, including, but not limited to, contractual damages, expenses, costs, injury, negligent or intentional default, patent infringement and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from the City a certificate of final

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completion under the Contract.

PROVIDED further, that during any interim period after the City has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to the City, Surety shall be responsible for securing and protecting the work site, including, but not limited to, the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

PROVIDED further, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

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

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SIGNED AND SEALED this 9th day of October, 2019.

ATTEST:

Signature

Gregg Bott
Type/Print Name

General Counsel
Title

PROFESSIONAL ACCOUNT MANAGEMENT, LLC (Contractor)

Signature

Tim Wendler
Type/Print Name

President & CEO
Title

AS PRINCIPAL

Signed, Sealed and Delivered in the Presence of:

M. Koch

Molly Koch

Travelers Casualty and Surety Company of America

By: Adanna Brathwaite
Its: Attorney-in-Fact

AS SURETY

Name of Agent: Marsh USA Inc.

Address: 1050 Connecticut Ave, NW, Suite 700

Washington, DC 20036

Note: Date of Bond Must Not Be Prior to Date of Contract

Form Approved:

Office of General Counsel

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TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Adanna Brathwaite, of Washington, District of Columbia, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9th day of October, 2019.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Marsh

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SUBJECT: Parking Citation Management System

BID #: ESC-0411-19 **OPEN DATE: 5/29/19**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – Five (5) years from date of contract execution with three (3) one (1) year renewal options

AGENCY: Public Parking

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 6 **NUMBER RECEIVED:** 6 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to reject three (3) bidders: iNet. Inc. dba iParq, Passport Labs, Inc. and T2 Systems for failure to submit required information as requested in the specifications. Recommend approval of award to the highest scoring bidder, Professional Account Management LLC, a Duncan Solutions. Period of service is five (5) years from date of contract execution with three (3) one (1) year renewal options. Total estimated annual expenditure amount is $140,000.00, with a not to exceed expenditure amount of $700,000.00 for the initial five (5) year term.

Professional Account Management (Duncan Solutions)	95.85
IPS Group, Inc.	83.63
Data Ticket, Inc.	83.15

Funding Source: DIPP412ENF-04662 - $40,000.00; DIPP412AD-04662 - $100,000.00 - To be executed by formal contract through the Office of General Counsel

Attachments: Recommendation Memo, Rejection Letters, Tabulation and Scoring Sheets and Evaluation Criteria

ANALYST: Annette Burney **RESPECTFULLY SUBMITTED** GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Robert Carle, Public Parking Officer, Office of Public Parking

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 7/18/19

OTHER:

ACTION OF AWARDING AUTHORITY DATE 7/19/19

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
~~Executive Order No. 2019-02~~

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

SINGLE SOURCE AWARD **BID # SS-10577-21**

Subject: AutoPROCESS Monthly Permit Processing Module for Parking Citation Management System

Department: Public Parking

Description of Purchase:
ESC-0411-19 Parking Citation Management System was awarded on 7/19/19 to Duncan Solutions, Inc. dba Professional Account Management, LLC (contract #9904-01) in the amount of $700,000.00.

Recommend approval of a Single Source award to Duncan Solutions, Inc. dba Professional Account Management, LLC for an online monthly permit processing module to be added to contract #9904-01. Initial not-to-exceed award amount will be $62,600.00 for the first year. The annual not-to-exceed award amount for the subsequent five (5) years of contract #9904-01 will be $7,800.00. Total not-to-exceed award amount for contract #9904-01 will remain unchanged at $700,000.00.

Period of service will be one (1) year from date of contact amendment with automatic renewals for the duration of contract #9904-01.

Funding Source: 41102-135202-546620-000000-00000000-00000-0000000 – To be executed by formal contract amendment of contract #9904-01 through the Office of General Counsel.

Single Source Award To: Duncan Solutions, Inc. dba Professional Account Management, LLC

Price Justification: See attachment

Total Award: $101,600.00 **Requisition #:** DIPP-500210-21

Attachments: Agency Memo, Single Source Request Form, Supplier Letter & Quote

Certification as to Single Source: Robert Carle, Public Parking Officer, Public Parking

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: David Klages

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

Teresa R. Eicher
CHAIRMAN

DATE 6/25/2021

ACTION OF AWARDING AUTHORITY DATE: 6/28/21

APPROVED ✓ BH DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

FORM GB-113, Revised 12/2007

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

CilY of Jacksonville, Florida

ONE CITY. ONE JACKSONVILLE

Lenny Curry, Mayor

Downtown Investment Authority
Office of Public Parking
Claude Yates Building
231 East Forsyth Street, Suite 424
Jacksonville, Florida 32202
(904) 630-CITY
www.coj.net

June 3, 2021

MEMORANDUM

To: Gregory Pease, Chief, Procurement Division

From: Robert Carle, Parking Officer, Office of Public Parking

Re: Request Approval of Single Source Award to Professional Account Management LLC for an Online Monthly Permit Processing Module to be added to Contract #9904-01

The Office of Public Parking requests approval of a Single Source award to Professional Account Management LLC for an Online Monthly Permit Processing Module to be added to Contract #9904-01. These additional services will allow customers to make online monthly parking payments using an enhanced Monthly Parking Permit Module which can be accessed via a mobile-friendly self-service Web Portal. This new enhanced system will significantly increase efficiency for both staff and customers and will seamlessly integrate into the existing Public Parking Citation Management System (AutoPROCESS).

The initial one-year cost is $62,600.00 with $7,800.00 per year for the duration of the award and contract. No additional funds will be needed for Contract #9904-01 and the maximum indebtedness will not change. Funds will be paid from existing FY-20 and FY-21 COJ Contract #9904-01 account: 41102-135202-546620-000000-00000000-00000-0000000.

Your consideration of this recommendation for the respective award would be greatly appreciated

Attachment: COJ Award BID# ESC-0411-19 / COJ Contract #9904-01 / SS Request Form

Professional Account Management Letter and Quote: COJ000100

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

REQUESTING AGENCY (DEPT./DIVISION): DIA / Public Parking

FUNDING SOURCE: 41102-135202-546620

BRIEF DESCRIPTION OF GOODS/SERVICES:

Request to amend COJ Award ESC-0411-19 to provide additional parking management services which will allow customers to make on-line monthly parking payments using an enhanced Parking Permit Module which can be accessed via a mobile friendly self-service Web Portal.

AMOUNT OF PROJECT (attach quote): $62,600.00 - 1st year with $7,800.00 each additional year for award duration

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

1. Auto-process Permit Module. 2. Dspayment to Dspark ngportal upgrade. 3. Permit Wait List Configuration
4. Real-Time Enforcement Integration with Hand Held Devices. 5. Special Permit Configuration - Employee Permits.
6. Special Permit Configuration - Corporate Accounts. 7. Permit Renewal Reminder Setup. Permit Reporting.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

Professional Account Management is the sole source manufacturer of the Autoprocess System used for Citation Management, Hand Held Unit Citation integration, and on-line payments. This new service will be developed an integrated directly into the Autoprocess system as an additional module accessed through the systems integrated pull down menu. As part of this additional service upgrade, customer payments for monthly permits will integrate on to a new mobile friendly on-line self-service module which will allow customers to pay for both monthly parking as well as parking citations.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

Yes. The main selling point for this added feature is that no credit card transactions will touch a City of Jacksonville computer server. This new additional feature will integrate as part of the Autoprocess Citation Management system. The permit processing module of Autoprocess contains proprietary functionality that interfaces with already provided processing applications. There is no other third party system that provides similar functionality and interface with the Autoprocess system and services.

Submitted by: Robert Carle (Name) Public Parking Officer (Title)

Date: 6/2/2021

Requesting Agency's Director's Signature:

Procurement Division ____

March, 2017

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

Duncan Solutions
PAM Professional Account Management

Brian Dunn, Senior Vice President - Operations – Duncan Solutions
633 W. Wisconsin Avenue, Suite 1600 | Milwaukee, WI 53203
Phone: (414) 847-3774 | Fax: (414) 847-6774 | Email: bdunn@duncansolutions.com

June 1, 2021

William M. Schaefer
Operations Analyst
City of Jacksonville
231 E. Forsyth Street
Jacksonville, Florida 32202

Re: AutoPROCESS Citation Processing System Permit Processing Module

Mr. Schaefer,

Thank you for your interest in enhancing your parking program to include the processing of City of Jacksonville lot/garage permits. As previously reviewed with you and your staff, Professional Account Management can add our permit processing module to your parking processing system and configure it to your unique specifications.

AutoPROCESS is flexible, configurable and able to interface with many third-party processing systems for various aspects of the parking program. However, the permit processing module of AutoPROCESS contains proprietary functionality that interfaces with the other aspects of the processing application we provide. There is no other third-party system that provides similar functionality that interfaces with AutoPROCESS systems and services.

Please let me know if you have any additional questions or need more information.

Sincerely,

Brian J Dunn
Sr. VP-Operations

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

Management Application Change Order

Duncan Solutions
PAM Professional Account Management

Quote ID:	COJ000100	Date Prepared:	5/4/2021
Prepared By:	Brian Dunn	Expire Date:	8/3/2021
Prepared for:	City of Jacksonville	Ship-to Region:	N/A

Description	Comments	Rate	Hours	Extended Cost	
1. Software Modifications					
AutoPROCESS Permit Module	Includes the addition of the AutoPROCESS permit module to the City's existing instance, with a screen layout that matches the City's business rules.	$200.00	48	$	9,600.00
Dspayment to Dsparkingportal upgrade	Includes setup and deployment of an updated mobile friendly self-service web portal for all permit and ticket related activity. This site will replace the current payment website and consolidate functionalities.	$200.00	80	$	16,000.00
Permit waitlist configuration	Includes configuration and deployment of a customer waitlist feature that allows customers to enter a priority queue for fully occupied lots, including notifications as spaces become available.	$200.00	50	$	10,000.00
Real-time enforcement integration with handheld devices	Includes real-time web services integration with the City's CivicSmart handheld devices, allowing enforcement officers to determine permit status in field.	$200.00	8	$	1,600.00
Special permit configuration - Employee permits	Configuration that allows employees to purchase monthly parking permits in any facility at a 50% discount	$200.00	8	$	1,600.00
Special permit configuration - Corporate accounts	Configuration that allows corporate account holders to manage employee monthly parking--to be self-managed by the corporation. Includes monthly reporting and invoice capability to itemizing the plates that are being billed for.	$200.00	36	$	7,200.00
Permit Renewal Reminder Setup	Configuration allowing for email and/or USPS renewal noticing capabilities. Timing for recurring renewal reminders to be determined by City. Includes automation for recurring reminders.	$200.00	16	$	3,200.00
Production Deployment	Scheduled production rollover with post cutover regression testing	$200.00	12	$	2,400.00
Permit Reporting	AutoPROCESS permit reporting that allows tracking of permits sold, active permits, payments, permit related tickets, permits by lot, etc.	$200.00	16	$	3,200.00
Sub -Total				**$**	**54,800.00**
2. Monthly Hosting & Maintenance					
Monthly web hosting	Includes website hosting and administration	$250.00	12	$	3,000.00
Permit module and website maintenance	Includes ongoing website support, maintenance, and configuration changes	$400.00	12	$	4,800.00
Sub -Total				**$**	**7,800.00**
3. Transactional Fees					
Permit purchase online payment processing fee	credit card processing fee charged to permit purchaser for each permit transaction--this is not charged to the City.			$	3.50
Permit renewal reminder letters	Includes setup, generation, printing and mailing (postage) for any permit renewal reminders the City wishes to send via USPS.			$	0.70
4. Additional Charges					
N/A				$	-
Sub -Total				**$**	**-**
Freight charges				$	
Grand -Total (year 1)				**$**	**62,600.00**
Year 2+				**$**	**7,800.00**

Management Application Change Order

Duncan Solutions
PAM Professional Account Management

Quote ID:	COJ000100	Date Prepared:	5/4/2021
Prepared By:	Brian Dunn	Expire Date:	8/3/2021
Prepared for:	City of Jacksonville	Ship-to Region:	N/A

Description	Comments	Rate	Hours	Extended Cost
5. Comments				

Sales Tax will be added to the Invoice if applicable.

Payment - Due Net 30.

Please Submit Purchase Order To:

Please sign - scan - and email back to bdunn@duncansolutions.com for faster turnover. If mailing, completed purchased orders can be sent to:

Professional Account Management, Inc.
ATTN: Brian Dunn
633 West Wisconsin Avenue, suite 1600
Milwaukee, WI 53203
Ph: (414)-847-3792

Management Application Change Order

Duncan Solutions
PAM Professional Account Management

Quote ID:	COJ000100	Date Prepared:	5/4/2021
Prepared By:	Brian Dunn	Expire Date:	8/3/2021
Prepared for:	City of Jacksonville	Ship-to Region:	N/A

Description	Comments	Rate	Hours	Extended Cost

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the terms and conditions presented in this proposal

Authorized Signature

Date

Print or Type Name

Ship to Address:
Jacksonville Office of Public Parking
Russell Wilbert
231 E. Forsyth Street, Suite 424
Jacksonville, FL 32202

Bill to Address:
Jacksonville Office of Public Parking
Russell Wilbert
231 E. Forsyth Street, Suite 424
Jacksonville, FL 32202

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FIRST AMENDMENT
TO
SERVICES CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
PROFESSIONAL ACCOUNT MANAGEMENT, LLC
FOR
PARKING CITATION MANAGEMENT SERVICES

9904-01
Amd #1

THIS FIRST AMENDMENT to Services Contract for a parking citation management system is made and entered into this 21 day of September, 2021, 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 PROFESSIONAL ACCOUNT MANAGEMENT, LLC, a Wisconsin limited liability company authorized to conduct business in the State of Florida, with offices at 633 West Wisconsin Avenue, Suite 1600, Milwaukee, Wisconsin 53203 (the "Contractor").

WHEREAS, on September 19, 2019, City and Contractor made and entered into City of Jacksonville Contract No. 9904-01 (the "Agreement") for the Services; and

WHEREAS, said Agreement has not been amended previously; and

WHEREAS, said Agreement should be amended by adding to the Agreement, pursuant to a Single Source Award approved by the General Government Awards Committee and the Mayor on June 25, 2021, an Online Monthly Permit Processing Module (the "Module"), by providing additional funding in an amount not to exceed $62,600.00 for the initial one-year use of the Module, with no increase in the maximum indebtedness, such maximum indebtedness remaining an amount not to exceed $700,000.00, and by providing that the period of use for the Module shall commence upon development completion, scheduled to begin August, 2021, with automatic one-year renewals for the duration of said Agreement, and that such period for the use of the Module shall terminate on September 18, 2024, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

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

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

2. Section 2 of said Agreement is amended by adding to the Agreement, pursuant to a Single Source Award approved by the General Government Awards Committee and the Mayor on June 25, 2021, an Online Monthly Permit Processing Module (the "Module"), and by providing

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additional funding in an amount not to exceed $62,600.00 for the initial one-year use of the Module, and as amended shall read as follows:

> "2. **Compensation**. Contractor will be paid by the City for the Services as specified on the Price Sheet in the Response. In addition, beginning on 24 SEPTEMBER, 2021, City shall pay to Contractor for the use of an Online Monthly Permit Processing Module an amount not to exceed $62,600.00 for the first year, and an annual amount not to exceed $7,800.00 for the subsequent five (5) years of the Agreement."

3. Section 4 of said Agreement is amended by providing that the period of use for the Module shall commence upon development completion, scheduled to begin in August, 2021, with automatic one-year renewals for the duration of said Agreement, and that such period for the use of the Module shall terminate on September 18, 2024, and as amended shall read as follows:

> "4. **Term.** The initial term of this Agreement shall commence on the Effective Date and shall expire five years thereafter on September 18, 2024, unless sooner terminated by either party in accordance with the terms of the RFP. This Agreement may be renewed for up to three (3) additional one-year periods by (i) the City, it its sole discretion, upon written notice to Contractor at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties. The period of use for the Module shall commence upon development completion, scheduled to begin in August, 2021, and shall terminate concurrently with the Agreement on September 18, 2024."

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

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

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

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

In accordance with Section 24.103(e), *Ordinance Code*, 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 No. 9904-01, 1st Amendment

Form Approved:

_____
Office of General Counsel

WITNESS:

By _____
Signature

Brian Dunn
Type/Print Name

Sr. VP-Operations
Title

PROFESSIONAL ACCOUNT MANAGEMENT, LLC

By _____
Signature

Tim Wendler
Type/Print Name

President and CEO
Title

GC-#1441127-v1-Pro_Account_Management_Amd_#1_Parking_Citation_Mngmnt.docx

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ESC-0411-19 Parking Citation Management System

Contract Renewal 1

Requested Action/Authority:
Request approval to ratify the period of service for Duncan Solutions, Inc. dba Professional Account Management, LLC under contract #9904-01 from September 19, 2024 through the date of executed contract amendment #2.

Recommend approval to utilize the first renewal option with Duncan Solutions, Inc. dba Professional Account Management, LLC (contract #9904-01) in the not-to-exceed amount of $112,120.00. Total revised not-to-exceed award amount will be $812,120.00. Period of service will be from the date of executed contract amendment #2 through September 18, 2025 with two (2) one-year renewal options remaining.

Request approval to remove the online monthly permit processing module added to contract #9904-01 via SS-10577-21 (amendment #1).

Justification/Explanation:
The City of Jacksonville Public Parking Division and Duncan Solutions, Inc. dba Professional Account Management, LLC mutually agree to exercise the first contract renewal option per the above requested actions.

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9904-01

SERVICES CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
PROFESSIONAL ACCOUNT MANAGEMENT, LLC
FOR
PARKING CITATION MANAGEMENT SERVICES

THIS CONTRACT the "Agreement"), made and entered into this 19 day of Sept, 2019 (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 PROFESSIONAL ACCOUNT MANAGEMENT, LLC, a Wisconsin limited liability company authorized to conduct business in the State of Florida (the "Contractor"), with offices at 633 W. Wisconsin Avenue, Suite 1600, Milwaukee, Wisconsin 53203.

WHEREAS, the City issued a Request for Proposal No. ESC-0411-19 (the "RFP") for certain services described in the RFP (the "Services"); and

WHEREAS, based on Contractor's response to the RFP dated May 29, 2019, consisting of 193 pages (the "Response"), the City has awarded this Agreement to Contractor;

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 Contractor as specified in the RFP and the Response.

2. **Compensation**. Contractor will be paid by the City for the Services as specified on the Price Sheet in the Response.

3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, the City's maximum indebtedness, for all products and services for the Term under this Agreement shall be a fixed monetary amount not-to-exceed SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS ($700,000.00), but no funds will be encumbered at the time of execution of this Agreement. Funding will be encumbered by subsequent purchase orders or check requests.

4. **Term.** The initial term of this Agreement shall commence on the Effective Date and shall expire five years thereafter on Sept. 18, 2024 unless sooner terminated by either party in accordance with the terms of the RFP. This Agreement may be renewed for up to three (3), additional one (1) year periods by (i) the City, it its sole discretion, upon written notice to Contractor at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties.

5. **Performance Bond.** After full execution of this Contract, Contractor shall submit and record the duly executed performance bond attached hereto as Exhibit A in the

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Official Records of Duval County, as required by Section 255.05, Florida Statutes. Any renewal bond shall be provided to City at least thirty (30) days prior to the expiration of the existing bond.

6. **Contract Documents.** This Agreement 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 Terms and Conditions of Agreement (Section 3 of the RFP)
- Any Purchase Order under the Agreement
- The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Agreement.

7. **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:

Office of Public Parking
231 East Forsyth Street
Jacksonville, Florida 32202
Attn: Bill Schaefer

As to the Contractor:

Professional Account Management, LLC
633 W. Wisconsin Avenue, Suite 1600
Milwaukee, Wisconsin 53203
Attn: _____

8. **Contract Managers.** Each Party will designate a Contract Manager during the term of this Agreement whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Agreement. As of the Effective Date, City's Contract Manager is Bill Schaefer, and the Contractor's Contract Manager is _____. 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 Agreement amendments and may be provided via email.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the Contractor. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made

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by either party or any representative of either party, which is not expressed herein shall be binding. Contractor may not unilaterally modify the terms of this Agreement 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. Contractor acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any third party.

10. **Amendments.** All changes to, additions to, modifications of, or amendment to this Agreement, 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.

11. **Counterparts.** This Agreement, 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.]

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

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

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: 9904-01

Form Approved:

_____
Office of General Counsel

ATTEST:

By _____
Signature

Gregg Bott
Type/Print Name

General Counsel
Title

PROFESSIONAL ACCOUNT MANAGEMENT, LLC, a Wisconsin limited liability company

By _____
Signature

Tim Wendler
Type/Print Name

President + CEO
Title

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EXHIBITA

CONTRACT NUMBER 9904-01
(*Contract Number to be inserted by the City of Jacksonville*)

BOND NUMBER 107041146
(*Bond Number to be inserted by the Surety*)

PERFORMANCE BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: Professional Account Management, LLC

Principal Business Address: 633 W. Wisconsin Avenue, Suite 1600, Milwaukee, WI 53203

Telephone: (_____)_____

As to the Surety:

Name: Travelers Casualty and Surety Company of America

Principal Business Address: One Tower Square, Hartford, CT 06183

Telephone:(__) (860) 277-0111

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o the Office of Public Parking)

Principal Business Address: 231 East Forsyth St., Jacksonville, Florida 32202

Telephone: (904) 630-1399

Description of project including address and description of improvements:

The City of Jacksonville's Office of Public Parking seeks a Parking Citation Management System that will be a unified database to track parking citations from issuance to collection.

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Bond #107041146

CITY OF JACKSONVILLE, FLORIDA

PERFORMANCE BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that PROFESSIONAL ACCOUNT MANAGEMENT, LLC, a Wisconsin limited liability company, as Principal, (hereinafter the "Contractor"), and Travelers Casualty and Surety Company of America, a corporation organized and existing under the laws of the State of Connecticut and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter the "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter called "City"), in the sum of SEVEN HUNDRED THOUSAND AND NO/100 USD ($700,000.00), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number 9904-01 (*to be inserted by the City*) (the "Contract"), dated as of the 9th day of October, 2019, for furnishing all labor, equipment and materials, and for performing all operations necessary for provision of a parking citation management system, including, but not limited to, a unified database to track parking citations from issuance to collection, for citations issued by the City of Jacksonville Office of Public Parking, Jacksonville Sheriff's Office, Airport Authority Police and the Disabled Parking Enforcement Program, to ensure data integrity, increase collection rates and allow City staff to query and understand trends within the data, and performing other work as specified in the Contract Documents

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(hereinafter referred to as the "Project"), all in strict accordance with plans and specifications and other Contract Documents prepared by the City of Jacksonville, Bid numbered ESC-0411-19, Bid Date May 29, 2019, entitled Parking Citation Management System for City of Jacksonville, Florida, and any advertisement for bids for said work and the drawings, plans and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall: **(1)** provide the City with a certified copy of the recorded bond before commencing the work or before recommencing the work after a default or abandonment; and **(2)** promptly and faithfully perform the work in the time and manner prescribed in said Contract, which is made a part of this Bond, by reference, in strict compliance with the Contract requirements; and **(3)** perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and **(4)** pay the City all losses, delay and disruption damages and all other damages, expenses, costs, statutory attorney's fees, including appellate proceedings, that the City sustains because of a default by Contractor under the Contract, then this Bond shall be void; otherwise, it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by the City, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

PROVIDED further, that whenever Contractor shall be declared by the City to be in

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

default under the Contract, the City having performed the City's obligations thereunder, the Surety shall, at the City's sole option, take one (1) of the following actions:

(1) Within a reasonable time, but in no event later than thirty (30) days after the City's written notice of termination for default, arrange for Contractor with the City's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay the City all losses, delay and disruption damages and all other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that the City sustains because of a default by the Contractor under the Contract; or

(2) **(A)** Within a reasonable time, but in no event later than sixty (60) days after the City's written notice of termination for default, award a contract to a completion contractor and issue notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions and, upon determination by Surety of the lowest responsible qualified bidder, award a contract; **(B)** alternatively, the City may elect to have the Surety determine jointly with the City the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and the City, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price" as used in this Bond shall mean the total amount payable by the City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid

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by the City to Contractor; **(C)** either way, the Surety shall pay the City all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees, including appellate proceedings, that the City sustains because of a default by Contractor under the Contract; or

(3) Within a reasonable time, but in no event later than thirty (30) days from City's notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to the City and tender payment to the City of any amount necessary in order for the City to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save the City harmless on account of all claims and damages arising from the Contractor's default under the Contract, and pay the City for all losses, delay and disruption damages and other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that the City sustains because of a default of the Contractor under the Contract.

PROVIDED further, the Surety shall indemnify and save the City harmless from any and all claims and damages arising from the Contractor's default under the Contract, including, but not limited to, contractual damages, expenses, costs, injury, negligent or intentional default, patent infringement and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from the City a certificate of final

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completion under the Contract.

PROVIDED further, that during any interim period after the City has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to the City, Surety shall be responsible for securing and protecting the work site, including, but not limited to, the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

PROVIDED further, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

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

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

SIGNED AND SEALED this 9th day of October, 2019.

ATTEST:

Signature

Gregg Bott
Type/Print Name

General Counsel
Title

PROFESSIONAL ACCOUNT MANAGEMENT, LLC (Contractor)

Signature

Tim Wendler
Type/Print Name

President & CEO
Title

AS PRINCIPAL

Signed, Sealed and Delivered in the Presence of:

M. Koch

Molly Koch

Travelers Casualty and Surety Company of America

By: Adanna Brathwaite
Its: Attorney-in-Fact

AS SURETY

Name of Agent: Marsh USA Inc.

Address: 1050 Connecticut Ave, NW, Suite 700

Washington, DC 20036

Note: Date of Bond Must Not Be Prior to Date of Contract

Form Approved:

Office of General Counsel

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Adanna Brathwaite, of Washington, District of Columbia, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9th day of October, 2019.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Marsh

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SUBJECT: Parking Citation Management System

BID #: ESC-0411-19 **OPEN DATE: 5/29/19**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – Five (5) years from date of contract execution with three (3) one (1) year renewal options

AGENCY: Public Parking

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 6 **NUMBER RECEIVED:** 6 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to reject three (3) bidders: iNet. Inc. dba iParq, Passport Labs, Inc. and T2 Systems for failure to submit required information as requested in the specifications. Recommend approval of award to the highest scoring bidder, Professional Account Management LLC, a Duncan Solutions. Period of service is five (5) years from date of contract execution with three (3) one (1) year renewal options. Total estimated annual expenditure amount is $140,000.00, with a not to exceed expenditure amount of $700,000.00 for the initial five (5) year term.

Professional Account Management (Duncan Solutions)	95.85
IPS Group, Inc.	83.63
Data Ticket, Inc.	83.15

Funding Source: DIPP412ENF-04662 - $40,000.00; DIPP412AD-04662 - $100,000.00 - To be executed by formal contract through the Office of General Counsel

Attachments: Recommendation Memo, Rejection Letters, Tabulation and Scoring Sheets and Evaluation Criteria

ANALYST: Annette Burney **RESPECTFULLY SUBMITTED** GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Robert Carle, Public Parking Officer, Office of Public Parking

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 7/18/19

OTHER:

ACTION OF AWARDING AUTHORITY DATE 7/19/19

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
~~Executive Order No. 2019-02~~

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

FIRST AMENDMENT
TO
SERVICES CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
PROFESSIONAL ACCOUNT MANAGEMENT, LLC
FOR
PARKING CITATION MANAGEMENT SERVICES

9904-01
Amd #1

THIS FIRST AMENDMENT to Services Contract for a parking citation management system is made and entered into this 21 day of September, 2021, 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 PROFESSIONAL ACCOUNT MANAGEMENT, LLC, a Wisconsin limited liability company authorized to conduct business in the State of Florida, with offices at 633 West Wisconsin Avenue, Suite 1600, Milwaukee, Wisconsin 53203 (the "Contractor").

WHEREAS, on September 19, 2019, City and Contractor made and entered into City of Jacksonville Contract No. 9904-01 (the "Agreement") for the Services; and

WHEREAS, said Agreement has not been amended previously; and

WHEREAS, said Agreement should be amended by adding to the Agreement, pursuant to a Single Source Award approved by the General Government Awards Committee and the Mayor on June 25, 2021, an Online Monthly Permit Processing Module (the "Module"), by providing additional funding in an amount not to exceed $62,600.00 for the initial one-year use of the Module, with no increase in the maximum indebtedness, such maximum indebtedness remaining an amount not to exceed $700,000.00, and by providing that the period of use for the Module shall commence upon development completion, scheduled to begin August, 2021, with automatic one-year renewals for the duration of said Agreement, and that such period for the use of the Module shall terminate on September 18, 2024, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

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

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

2. Section 2 of said Agreement is amended by adding to the Agreement, pursuant to a Single Source Award approved by the General Government Awards Committee and the Mayor on June 25, 2021, an Online Monthly Permit Processing Module (the "Module"), and by providing

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

additional funding in an amount not to exceed $62,600.00 for the initial one-year use of the Module, and as amended shall read as follows:

> "2. **Compensation**. Contractor will be paid by the City for the Services as specified on the Price Sheet in the Response. In addition, beginning on 24 SEPTEMBER, 2021, City shall pay to Contractor for the use of an Online Monthly Permit Processing Module an amount not to exceed $62,600.00 for the first year, and an annual amount not to exceed $7,800.00 for the subsequent five (5) years of the Agreement."

3. Section 4 of said Agreement is amended by providing that the period of use for the Module shall commence upon development completion, scheduled to begin in August, 2021, with automatic one-year renewals for the duration of said Agreement, and that such period for the use of the Module shall terminate on September 18, 2024, and as amended shall read as follows:

> "4. **Term.** The initial term of this Agreement shall commence on the Effective Date and shall expire five years thereafter on September 18, 2024, unless sooner terminated by either party in accordance with the terms of the RFP. This Agreement may be renewed for up to three (3) additional one-year periods by (i) the City, it its sole discretion, upon written notice to Contractor at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties. The period of use for the Module shall commence upon development completion, scheduled to begin in August, 2021, and shall terminate concurrently with the Agreement on September 18, 2024."

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

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

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

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

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

In accordance with Section 24.103(e), *Ordinance Code*, 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 No. 9904-01, 1st Amendment

Form Approved:

_____
Office of General Counsel

WITNESS:

By _____
Signature

Brian Dunn
Type/Print Name

Sr. VP-Operations
Title

PROFESSIONAL ACCOUNT MANAGEMENT, LLC

By _____
Signature

Tim Wendler
Type/Print Name

President and CEO
Title

GC-#1441127-v1-Pro_Account_Management_Amd_#1_Parking_Citation_Mngmnt.docx

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

FIRST AMENDMENT
TO
SERVICES CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
PROFESSIONAL ACCOUNT MANAGEMENT, LLC
FOR
PARKING CITATION MANAGEMENT SERVICES

9904-01
Amd #1

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WHEREAS, said Agreement has not been amended previously; and

WHEREAS, said Agreement should be amended by adding to the Agreement, pursuant to a Single Source Award approved by the General Government Awards Committee and the Mayor on June 25, 2021, an Online Monthly Permit Processing Module (the "Module"), by providing additional funding in an amount not to exceed $62,600.00 for the initial one-year use of the Module, with no increase in the maximum indebtedness, such maximum indebtedness remaining an amount not to exceed $700,000.00, and by providing that the period of use for the Module shall commence upon development completion, scheduled to begin August, 2021, with automatic one-year renewals for the duration of said Agreement, and that such period for the use of the Module shall terminate on September 18, 2024, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

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

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Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

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> "4. **Term.** The initial term of this Agreement shall commence on the Effective Date and shall expire five years thereafter on September 18, 2024, unless sooner terminated by either party in accordance with the terms of the RFP. This Agreement may be renewed for up to three (3) additional one-year periods by (i) the City, it its sole discretion, upon written notice to Contractor at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties. The period of use for the Module shall commence upon development completion, scheduled to begin in August, 2021, and shall terminate concurrently with the Agreement on September 18, 2024."

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

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

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

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

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

In accordance with Section 24.103(e), *Ordinance Code*, 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 No. 9904-01, 1st Amendment

Form Approved:

_____
Office of General Counsel

WITNESS:

By _____
Signature

Brian Dunn
Type/Print Name

Sr. VP-Operations
Title

PROFESSIONAL ACCOUNT MANAGEMENT, LLC

By _____
Signature

Tim Wendler
Type/Print Name

President and CEO
Title

GC-#1441127-v1-Pro_Account_Management_Amd_#1_Parking_Citation_Mngmnt.docx

Contract Purchase Agreement Release 632650-22

Purchase Order	**632650-22**
Order Date	**09-NOV-2021**
Change Order	**0**
Change Order Date	**09-NOV-2021**
Revision	**0**
Ordered	**62,600.00 USD**
Requisition Number	**DIPP-500210-21**
Solicitation Number	**SS-10577-21**
All packing slips, invoices, and correspondence must reference the purchase order number	

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

Supplier
Professional Account Managment, LLC
633 West Wisconsin Avenue
Suite 1600
MILWAUKEE, WI 53203

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

Ship To
Yates Suite 424
231 East Forsyth Street
Suite 424
JACKSONVILLE, FL 32202 US

Notes Pricing in accordance with ESC-0411-19 Parking Citation Management System.
C/O to change POA to the full award amount minus what was already spent.

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
24977	**Net 30**	**Freight Prepaid**	**FOB Destination**	**Best Way**

Buyer		Deliver To Contact
David Klages Email: **dklages@coj.net**		**William Schaefer** E-mail: **schaefer@coj.net**

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	Parking Citation Management System - Add Service - Monthly Permitting 41102.135202.546620.000000.00000000.00000.0000000	62,600.00				

This line references Document (Contract Purchase Agreement) POA-70576-21.

Ship To
Yates Suite 424
231 East Forsyth Street
Suite 424
JACKSONVILLE, FL 32202

Promised 62,600.00

Requested
6/16/21

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

Line Total **62,600.00**

Contract Purchase Agreement Release 632650-22

Line	Item	Price	Quantity	UOM	Ordered	Taxable
			Total		**62,600.00**	

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

Contract Purchase Agreement Release 632650-22

GENERAL CONDITIONS

1. RESERVATIONS: The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of the Invitation to Bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds were required. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted.

Buyer reserves the right to terminate the Contract or Purchase Order at any time and for any reason by giving written notice to Contractor unless otherwise specified within the solicitation documents. If the Contract or Purchase Order is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Goods or Services actually provided to the date of termination.

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

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

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

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

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

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

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

9. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

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

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

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

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

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

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

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

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

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

14. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS:

a. Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.
b. Jacksonville Small Emerging Business (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.
c. Third-Party Liability – The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

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

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

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

18. INDEMNIFICATION:

a. The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or it's using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the Negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.
b. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

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

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

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

22. INVOICING: Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: City of Jacksonville, General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida 32202.

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

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

Docusign Envelope ID: 66873532-A0D5-44B5-AB8A-13D1E6821EC8

Requisition DIPP-500210-21

Requisitioning BU	DIPP: Public Parking	**Requisition Amount**	62,600 USD
Entered By	William Schaefer	**Justification**	Please see attached documents (3).
Status	Pending approval	**Funds Status**	Reserved
Description	Parking Citation Management System - Add Service - Monthly Permitting		
Emergency Requisition	No		

Lines

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
1		Parking Citation Management System - Add Service - Monthly Permitting	550.38 Parking Meters and Area Control Equipment			USD	62,600	Pending approval	Reserved

Requester	William Schaefer	**Supplier**	Professional Account Managment, LLC
Urgent	No	**Supplier Site**	Order/Remit
Requested Delivery Date	6/16/21	**Supplier Contact**	John Corrigan
Deliver-to Location	Yates Suite 424 Charge	**Contact Phone**	(301)5881041 x5102
Deliver-to Address	231 East Forsyth Street, Suite 424, Jacksonville, FL 32202, Duval, United States	**Charge Account**	41102.135202.546620.000000.00000000.00000.0000000
Note to Buyer	This new additional service for monthly permitting and customer payment portal will be accessed and used in conjunction with the Citation Management System. REF: ESC-0411-16 / COJ Contract 9904-01.		

NOT A PURCHASE ORDER

I CERTIFY THAT FUNDS FOR THIS PURCHASE WERE AUTHORIZED AND PROVIDED FOR IN THE CURRENT BUDGET.