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SUBJECT: BOARD-UP AND GRAFFITI REMOVAL SERVICES FOR RESIDENTIAL AND COMMERCIAL PROPERTIES

BID #: SC-0288-24 **OPEN DATE:** 1/17/2024

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT – DATE OF AWARD THROUGH SEPTEMBER 30, 2026 WITH ONE (1) TWO (2) YEAR RENEWAL OPTION

AGENCY: MUNICIPAL CODE COMPLIANCE DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 8 **NUMBER RECEIVED:** 4 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to Jason Phitides, Inc. as the lowest responsive, responsible bidder. Period of service will be from the date of award through September 30, 2026 with one (1) two (2) year renewal option. Estimated not-to-exceed award amount will be $1,080,000.00 annually ($3,240,000.00 total for FY's 24, 25, and 26).

Funding for this award will be encumbered from account 11545.176002.534100.000000.00000000.00000.0000000 and executed by Purchase Orders.

ATTACHMENTS: Recommendation Memo, Bid Tabulation, Pricing Confirmation, Terms & Conditions, Specifications

ANALYST: _____
DAVID KLAGES

RESPECTFULLY SUBMITTED: _____
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: THOMAS REGISTER, CHIEF, MUNICIPAL CODE COMPLIANCE DIVISION

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

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor

Neighborhoods Department
Municipal Code Compliance Division
214 N. Hogan Street, 7th Floor
Jacksonville, Florida 32202
(904) 255-7000
www.Jacksonville.gov

January 22, 2024

MEMORANDUM

TO: Dustin Freeman, Chief
Procurement Division

Through: Kelli O'Leary, Deputy Chief Administrative Officer
Mayor Administration

From: Thomas Register, Chief
Municipal Code Compliance Division

RE: **SC-0288-24 Board-up and Graffiti Removal Services for Residential and Commercial Properties**

The Municipal Code Compliance Division recommends the approval of the following vendor for the award under Bid #SC-0288-24, for Board-up and Graffiti Removal Services for Residential and Commercial Properties. The total expenditure amount not-to-exceed $1,080,000.00.

Vendor

Jason Phitides, Inc.

Funding Source: 11545.176002.534100.000000.00000000.00000.0000000

Attachment

SC-0288-24 Bid Tabulation

TR/dc

BID TABULATION
SUMMARY

		All Construction Group of North Florida, Inc.	Glacier Contracting, Inc.	Jason Phitides, Inc.	Restoration Rangers, LLC
Title:	Board-up and Graffiti Removal Services for Residential and Commercial Properties				
Bid No.:	SC-0288-24				
Close Date:	January 17, 2024				
Analyst:	David Klages				
No. Invited:	(8) **No. Received:** (4) **Other:** (0)				
Announcer:	Pearl Mitchell				
Recorded By:	Melissa Pierce				
Board-up Services Total (Items 1 - 6):		$ 2,087.00	$ 1,353.00	$ 455.00	$ 2,874.50
Graffiti Removal Services Total (Items 7 - 9):		$ 12.81	$ 20.50	$ 15.00	$ 17.18
Total Bid (Items 1 - 9):		$ 2,099.81	$ 1,373.50	$ 470.00	$ 2,891.68
Terms:		Not Stated	Not Stated	No Discount	Not Stated
Delivery:		Not Stated	Not Stated	10 Business Days	Not Stated
Signed Bid Form:		Yes	Yes	Yes	Yes
Bid Proposal Form:		Yes	Yes	Yes	Yes
Conflict of Interest Certificate:		Yes	Yes	Yes	Yes
Attachment A - Debarment Form:		Yes	Yes	Yes	Yes
Attachment B - Byrd Anti-Lobbying Form:		Yes	Yes	Yes	Yes
Equipment List:		Yes	Yes	Yes	Yes
Building Contractor and/or General Contractor:		Yes	Yes	Yes	Yes
Addendum 1:		Yes	Yes	Yes	Yes

BID TABULATION

Title:	Board-up and Graffiti Removal Services for Residential and Commercial Properties
Bid No.:	SC-0288-24
Close Date:	January 17, 2024
Analyst:	David Klages
No. Invited:	(8) **No. Received:** (4) **Other:** (0)
Announcer:	Pearl Mitchell
Recorded By:	Melissa Pierce

Item #	Description - Board-up Services	Unit of Measure	All Construction Group of North Florida, Inc. Unit Price	Glacier Contracting, Inc. Unit Price	Jason Phitides, Inc. Unit Price	Restoration Rangers, LLC Unit Price
1	Provide material, labor, and other related expenses to board-up windows and other openings that are **no more** than 36" in width and 50" in height (for a total surface area up to 12.5 square feet), using 1/2" or 3/4" CDX grade, exterior plywood.	Each	$ 328.00	$ 195.00	$ 110.00	$ 475.00
2	Provide material, labor, and other related expenses to board-up windows and other openings that are **more** than 36" in width and 50" in height (for a total surface area greater than 12.5 square feet), using 1/2" or 3/4" CDX grade exterior plywood.	Each	$ 328.00	$ 250.00	$ 110.00	$ 525.00
3	Provide material, labor, and other related expenses to board-up doors and other threshold openings that are **no more** than 36" in width and 80" in height, using 3/4" CDX grade, exterior plywood. The plywood must be installed using exterior wood screws and exterior nails at least 3" long, placed alternately at 4" on center, around the perimeter.	Each	$ 344.00	$ 278.00	$ 110.00	$ 575.00
4	Provide material, labor, and other related expenses to board-up doors and other threshold openings that are **more** than 36" in width and 80" in height, **but no more** than 72" in width and 120" in height, using 3/4" CDX grade, exterior plywood. The plywood must be installed using exterior wood screws and exterior nails at least 3" long, placed alternately at 4" on center, around the perimeter.	Each	$ 737.00	$ 300.00	$ 110.00	$ 620.00
5	Provide material, labor, and other related expenses to install 4' x 8' sheet of 1/2" CDX grade, exterior plywood in opening not defined in Items 1 - 4. The plywood must be installed using exterior wood screws and exterior nails at least 3" long, placed alternately at 4" on center, around the entire perimeter. Additional 2" x 4" lumber framing may be required to support each sheet of plywood installed.	Each	$ 344.00	$ 310.00	$ 10.00	$ 650.00
6	Provide material, labor, and other related expenses to cover in-ground and above ground swimming pools with 2" x 6" southern yellow pine wood framing around the entire perimeter, and with supports at maximum 24" on center, fabricate the frame and cross braces using exterior wood screws at least 3" long and 8d exterior nails; cover the frame with a maximum 2" x 4" welded wire mesh, secure with minimum 1-1/2" long staples at 24" on center. Note: 2" x 6" support posts at 8' on center are required to support the wood frame used to cover an above ground pool. Sizes will vary; provide price per square foot of coverage.	SF	$ 6.00	$ 20.00	$ 5.00	$ 29.50
	Board-up Services Total (Items 1 - 6):		**$ 2,087.00**	**$ 1,353.00**	**$ 455.00**	**$ 2,874.50**

Item #	Description - Graffiti Removal Services	Unit of Measure	Unit Price	Unit Price	Unit Price	Unit Price
7	Provide material, labor, and other related expenses to cover graffiti by painting over it with a minimum of two (2) coats of exterior latex paint. The primary paint color shall be white. The City reserves to right to specify an alternate color for certain locations. Provide pricing per square foot.	SF	$ 2.18	$ 7.00	$ 5.00	$ 9.00

BID TABULATION

			All Construction Group of North Florida, Inc.	Glacier Contracting, Inc.	Jason Phitides, Inc.	Restoration Rangers, LLC
Title:	Board-up and Graffiti Removal Services for Residential and Commercial Properties					
Bid No.:	SC-0288-24					
Close Date:	January 17, 2024					
Analyst:	David Klages					
No. Invited:	(8) **No. Received:** (4) **Other:** (0)					
Announcer:	Pearl Mitchell					
Recorded By:	Melissa Pierce					
Item #	**Description - Graffiti Removal Services**	**Unit of Measure**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**
8	Provide material, labor, and other related expenses to remove graffiti using chemical solvents that will not damage the surface(s) applied to. Provide pricing per square foot.	SF	$ 3.75	$ 12.00	$ 5.00	$ 3.18
9	Provide material, labor, and other related expenses to remove graffiti using water applied with a high pressure washer, in a manner that will not damage the surface(s) applied to. Provide pricing per square foot.	SF	$ 6.88	$ 1.50	$ 5.00	$ 5.00
	Graffiti Removal Services Total (Items 7 - 9):		**$ 12.81**	**$ 20.50**	**$ 15.00**	**$ 17.18**
	Total Bid (Items 1 - 9):		**$ 2,099.81**	**$ 1,373.50**	**$ 470.00**	**$ 2,891.68**

Klages, David

From: jphitides <jphitides@comcast.net>
Sent: Monday, January 22, 2024 12:21 AM
To: Klages, David
Subject: RE: Pricing for SC-0288-24 Board-up and Graffiti Removal Services for Residential and Commercial Properties

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.

Good Morning David,
I confirm we will hold pricing firm for first year if awarded the contract.
Thank you
Jason Phitides

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: "Klages, David" <DKlages@coj.net>
Date: 1/19/24 5:55 PM (GMT+02:00)
To: jphitides@comcast.net
Subject: Pricing for SC-0288-24 Board-up and Graffiti Removal Services for Residential and Commercial Properties

Good morning, Jason. Would you please confirm that if awarded a contract under **SC-0288-24 Board-up and Graffiti Removal Services for Residential and Commercial Properties**, you will hold your pricing for the first year of the contract and follow the price escalation/de-escalation procedure as stated on page 28 of the ITB if there are mutually agreed upon contract extensions?

Thank you,

David R. Klages

Purchasing Analyst

City of Jacksonville | Procurement Division

BID PROPOSAL FORM

BOARD-UP AND GRAFFITI REMOVAL SERVICES FOR RESIDENTIAL AND COMMERCIAL PROPERTIES

Board-up Services

***All boarding will be painted either white or flat black. Include painting pricing in the unit prices below.**

Item #	Description	Unit	Unit Price
1	Provide material, labor, and other related expenses to board-up windows and other openings that are **no more** than 36" in width and 50" in height (for a total surface area up to 12.5 square feet), using 1/2" or 3/4" CDX grade, exterior plywood.	Each	$ 110.00
2	Provide material, labor, and other related expenses to board-up windows and other openings that are **more** than 36" in width and 50" in height (for a total surface area up to 12.5 square feet), using 1/2" or 3/4" CDX grade exterior plywood.	Each	$ 110.00
3	Provide material, labor, and other related expenses to board-up doors and other threshold openings that are **no more** than 36" in width and 80" in height, using 3/4" CDX grade, exterior plywood. The plywood must be installed using exterior wood screws and exterior nails at least 3" long, placed alternately at 4" on center, around the perimeter.	Each	$ 110.00
4	Provide material, labor, and other related expenses to board-up doors and other threshold openings that are **more** than 36" in width and 80" in height, **but no more** than 72" in width and 120" in height, using 3/4" CDX grade, exterior plywood. The plywood must be installed using exterior wood screws and exterior nails at least 3" long, placed alternately at 4" on center, around the perimeter.	Each	$ 110.00
5	Provide material, labor, and other related expenses to install 4' x 8' sheet of 1/2" CDX grade, exterior plywood in opening not defined in Items 1 - 4. The plywood must be installed using exterior wood screws and exterior nails at least 3" long, placed alternately at 4" on center, around the entire perimeter. Additional 2" x 4" lumber framing may be required to support each sheet of plywood installed.	Each	$ 10.00 (TEN)
6	Provide material, labor, and other related expenses to cover in-ground and above ground swimming pools with 2" x 6" southern yellow pine wood framing around the entire perimeter, and with supports at maximum 24" on center, fabricate the frame and cross braces using exterior wood screws at least 3" long and 8d exterior nails; cover the frame with a maximum 2" x 4" welded wire mesh, secure with minimum 1-1/2" long staples at 24" on center. Note: 2" x 6" support posts at 8' on center are required to support the wood frame used to cover an above ground pool. Sizes will vary; provide price per square foot of coverage.	SF	$ 5.00
	Board-up Services Total (Items 1 - 6):		$ 455.00

Graffiti Removal Services

Item #	Description	Unit	Unit Price
7	Provide material, labor, and other related expenses to cover graffiti by painting over it with a minimum of two (2) coats of exterior latex paint. The primary paint color shall be white. The City reserves to right to specify an alternate color for certain locations. Provide pricing per square foot.	SF	$ 5.00
8	Provide material, labor, and other related expenses to remove graffiti using chemical solvents that will not damage the surface(s) applied to. Provide pricing per square foot.	SF	$ 5.00

BID PROPOSAL FORM

BOARD-UP AND GRAFFITI REMOVAL SERVICES FOR RESIDENTIAL AND COMMERCIAL PROPERTIES

Graffiti Removal Services			
Item #	**Description**	**Unit**	**Unit Price**
9	Provide material, labor, and other related expenses to remove graffiti using water applied with a high pressure washer, in a manner that will not damage the surface(s) applied to. Provide pricing per square foot.	SF	$ 5.00
	Graffiti Removal Services Total (Items 7 - 9):		$ 15.00
	Total Bid (Items 1 - 9):		$ 470.00

Bidder: JASON PHITIDES, INC

TERMS AND CONDITIONS

BOARD-UP AND GRAFFITI REMOVAL SERVICES FOR RESIDENTIAL AND COMMERCIAL PROPERTIES

1. SCOPE

The City of Jacksonville's Procurement Division is currently accepting bids to obtain a source of supply for the item(s)/service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s)/service(s) and to obtain pricing commitments for **Board-up and Graffiti Removal Services for Residential and Commercial Properties** as listed in the bid documents.

2. AWARD

Award will be **ALL OR NONE** to the lowest responsive, responsible bidder. Bidders must bid on all items to be considered for award. The City reserves the right to reject any or all bids. All awards are subject to the availability of funds.

3. TERM OF AGREEMENT

The term of this agreement will be from the date of award through September 30, 2026 with one (1) two-year renewal options. Renewal Option may be exercised at the discretion of the City based on supplier performance and adherence to the terms and conditions set forth in the bid documents.

4. MINIMUM REQUIREMENTS

Bidders should submit or comply with the following requirements. Failure to submit any of these requirements may be grounds for rejection:

a. Supplier shall provide proof of applicable local business tax receipt if located within Duval County.

b. Supplier must have a Building Contractor's or General Contractor's license from the State of Florida at the time of bid opening

5. PRE-BID CONFERENCE

N/A.

6. STATE CONTRACTS

The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The City reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

7. QUANTITIES

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

8. DELIVERY

N/A.

9. ESCALATION/DE-ESCALATION

All pricing submitted shall remain firm for the first year of the initial contract period. After the first year of the contract term, a supplier may submit in writing a request for price escalation/de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry-wide increase. The City reserves the right to decline any price increase request.

10. PRICES

All unit prices shall include equipment, supplies, fuel, accessories, maintenance of traffic, and workers needed for the operation of these services as outlined in the bid documents. All permits, fees, and inspections are the responsibility of the Contractor.

11. PICK UP AND RETURNS

N/A.

12. COMPLIANCE WITH SPECIFICATIONS

The bidder, by affixing their signature to the bid form submitted, agrees to provide item(s)/service(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

13. 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: COJ1CloudInvoices@coj.net. The invoice email subject line **MUST BE**: inv_300000008806179. Invoices can also be submitted through the 1Cloud Supplier Portal.

14. INSURANCE/INDEMNIFICATION

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. The awarded supplier will be required to submit a copy of their Certificate of Commercial Liability Insurance within ten (10) days from the date of receipt of the award notice. Bid number shall be listed on certificate.

15. REPORTING

The City may request, during the term of this bid, 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.

16. 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.

SPECIFICATIONS

BOARD-UP AND GRAFFITI REMOVAL SERVICES FOR RESIDENTIAL AND COMMERCIAL PROPERTIES

All questions or discrepancies regarding the bidding process or the bid documents must be submitted in writing to David Klages, Purchasing Analyst, at dklages@coj.net by the date and time specified on the Bid Form. The City will answer questions accordingly, and if warranted, will post an addendum for answers to said questions on the City's website (www.coj.net). Bidders must acknowledge receipt of applicable addenda on the Bid Form and print, sign, date, and return said addenda. Failure to do so may result in the rejection of the bid. Bidders must submit all requests for information in writing. The City of Jacksonville is not responsible for verbal representations.

When submitting a bid, please be sure to write the bid name and number and your company's name, address, and phone number on the **outermost** sealed envelope or package.

Bidders shall not make changes to any document in this solicitation. Changes to this solicitation will be authorized only via posted addendum. Any unauthorized changes may result in rejection of the bid submittal.

General

The City of Jacksonville, Florida Municipal Ordinance Code Chapter 518 provides for the boarding of vacant and open structures, and the removal of graffiti. If the property owner fails to comply with the requirements of Chapter 518 upon notice, this code prescribes a procedure for removing such violations in Jacksonville, as cited by the Municipal Code Compliance Division, Neighborhoods Department; hereinafter referred to as "City", under certain conditions. The City reserves the right to employ licensed contractors to abate Chapter 518 violations at the expense of the property owner, and these specifications govern such work. The terms "specifications" and "contract" shall be used interchangeably hereafter.

Definition of Terms

Wherever in these Specifications, the following terms or pronouns substituting the following terms are used, their intent and meaning shall be interpreted as follows:

Owner: City of Jacksonville, Florida
Municipal Code Compliance Division
Ed Ball Building, 214 N. Hogan Street; 7th Floor
Jacksonville, Florida 32202

City: City of Jacksonville, Florida (Consolidated Government)

Contractor: Any individual, firm, or corporation entering into an agreement to perform the work specified herein.

Bidder: Any individual, firm, or corporation submitting a bid.

Contract: The articles of agreement, between the Owner and the Contractor covering specified work.

Bid: The approved forms which the Bidder submits.

Instructions To Bidders

The City of Jacksonville, Division of Procurement will accept sealed bids in Room 105 of the Ed Ball Building, 214 N. Hogan Street, Jacksonville, Florida 32202 until the date and time stated on page one of this solicitation.

The Procurement Division will publicly open, announce, and record received sealed bids in Conference Room 825 (8th floor), of the Ed Ball Building, 214 N. Hogan Street, Jacksonville, Florida 32202. The City will not consider bids received after the specified time. The City reserves the right to reject any and all bids, to waive informalities in any bid, to award in part or in whole, and to award in the best interest of the City.

The City of Jacksonville will not consider a bid from any firm that has failed to perform acceptably on any other agreement or contract with the City.

If the Bidder is a corporation, a duly authorized officer of the corporation with the designation of the signor's official capacity shall sign the Bid Form in the name of, and under the seal of the corporation. The bid shall show the state in which the corporation is chartered, and, if that state is other than Florida, the bid shall verify the corporation is authorized to conduct business in the State of Florida. If the Bidder is a partnership, each individual partner shall state the business partnership name and state in which the Bidder conducts business and shall sign the bid. In any case, the bid shall show the current business address of the Bidder, which should be used for receiving communications from the Owner.

Bidders are responsible for familiarizing themselves with the conditions and specifications outlined in this solicitation since they are the basis of the contract. The submission of a bid by a Bidder shall be construed as evidence the bidder thoroughly understands and agrees to comply with each and all stipulations and requirements contained herein.

The City reserves the right to determine whether Bidders have the minimum qualifications to conduct services of this type. In order to qualify for consideration, all bidders must meet or exceed the minimum requirements.

Basis of Award
In order to be considered for award, the Bidder must hold all applicable licenses required by federal, state, and local laws, **including an active Building Contractor's or General Contractor's license from the State of Florida at the time of bid opening.** This bid will be awarded "All or None" to the Bidder offering the lowest prices consistent with meeting all specifications, terms, and conditions set forth in this solicitation.

Bidders must bid on all items within both groups to be considered for award. **All work awarded as part of this solicitation will be assigned to the awarded Bidder unless the City determines that the Contractor will unlikely complete a work order within ten (10) days (because of the volume of other jobs in progress).**

Board-up Services:
Windows and doors shall be repaired or replaced, closed, and locked, to prevent unauthorized entry. Other openings shall be sealed with solid sheathing, consisting of l" boards or minimum 1/2" exterior grade plywood or equivalent, securely nailed in place with minimum 8d nails. Windows, doors, and other openings shall be secured by covering the same with solid sheathing consisting of l" boards or minimum 1/2" exterior grade plywood or equivalent, securely nailed in place with minimum 8d nails. Where there is no frame or where the frame is loose or defective, a sub-frame of 2" x 4" lumber shall be provided to secure the sheathing.

All wood or other materials used for the securing of structures must be painted or stained a color compatible with the predominant color of the structure. If the structure is unpainted wood or masonry, the materials used for boarding shall be painted white.

Graffiti Removal Services:
Illegal graffiti cited by the Municipal Code Compliance Division as a public nuisance shall be removed from residential and commercial structures, retaining walls, fencing, or as otherwise specified. Surfaces may be (but are not limited to) brick, aluminum, vinyl, masonry, metal, wood, marble, stone, concrete, and glass. In order to select the most efficient and cost-effective method of removal, the Contractor must be able to paint over graffiti, remove graffiti using chemical solvents, and remove graffiti via pressure washing.

The City will not award any contract until all necessary inquiries regarding the responsibility of the low Bidder are completed and the City is satisfied the low Bidder is qualified to perform all required work and has the necessary organization, capital, and equipment to perform the work to the satisfaction of the City under the terms of the contract.
The Contractor may not assign the contract without the City's written consent. The Contractor may subcontract work but will remain responsible for guaranteeing all work conforms to the terms of the solicitation.

Demonstration
Prior to award, the City may require a full working demonstration at a designated location. Bidders may be requested to demonstrate all three graffiti removal techniques (paint over graffiti, remove graffiti using chemical solvents, and remove graffiti via pressure washing) as specified in this solicitation. Demonstrations must be performed within ten (10) days of the request.
As a result of such a demonstration, the City will determine whether the Bidder displays proficiency in all three graffiti removal processes. All costs associated with that demonstration shall be the expense of the Bidder. If the Bidder

performs a demonstration that the City of Jacksonville determines does not, or cannot, meet the required specifications, the Bidder will not be considered for award.

Disqualification of Bidders
The City of Jacksonville will not consider more than one (1) bid from any individual, firm, partnership, corporation, or association under the same or different names. The City reserves the right to reject all bids submitted if sufficient evidence of collusion is brought forth against any and/or all bidders. The Bidders identified as submitting bids under collusion will not be considered in future bids for the same work.

Acceptance of Bids
The City reserves the right to waive any irregularities, to reject nonconforming bids, and to re-bid and re-advertise this solicitation. The Procurement Division will open, tabulate, and analyze conforming and responsible bids; those qualified and conforming bids that best meet the needs of the City of Jacksonville, Florida and its citizens shall be considered for award. In the best interest of the City, the Procurement Division, reserves the right to require a Bidder to submit such evidence of his/her qualifications, as it may deem necessary and may consider factors, such as the Contractor's financial status, technical knowledge, other qualifications, and abilities of the bidder, including past experiences with the City, in recommending the award to the bidder.

Withdrawal of Bids
A bidder may withdraw their bid no later than the day and hour set in the advertisement, or by such time as outlined in an addendum addressing the opening time and date, by requesting to withdraw, in writing, to the Chief of the Procurement Division, 214 North Hogan Street, Suite 105, Jacksonville, Florida 32202, or by facsimile at (904) 255-8839. Once such request(s) is/are received, those bids shall be returned unopened to those bidders requesting withdrawal from the bid.

Basis of Payment
The City shall remit payment within four (4) days of invoice receipt to the General Accounting Division. The City shall pay the Contractor only for the work completed at the prices established in the bid. Payment shall be on a semi-monthly basis (payment shall be within three (3) business days of receipt by the Finance and Administration Department for JSEB's).

Permits and Licenses
Any Contractor, person, or firm performing board-up and graffiti removal services for the City shall procure, at their own expense, all necessary permits, certifications, or licenses, as required by law, and to keep all such items current as long as the entity is performing work for the City. **The Contractor shall have and shall maintain an active General Contractor's license from the State of Florida**. Such individual or entity (hereinafter referred to "Contractor") shall conform to all state and federal laws and City ordinances with regard to labor employed, hours of work, and its general operations. The Contractor shall conduct its operations so that it shall not close any thoroughfare, nor interfere in any way with traffic on railways, highways, or waterways without the written consent of the proper authorities.

Work to be Performed
The Contractor shall provide all labor, equipment, and material suitable in kind, quantity, and capacity, as needed to provide the services of boarding-up and graffiti removal at residential and commercial properties, as directed by the City. The Contractor must begin work within three (3) business days of notification (24 hours for emergency abatements) by authorized Purchase Order/Work Order issued by the City and be completed within ten (10) business days of said notification. The Contractor shall perform all work in strict accordance with the Specifications and the instructions of the City of Jacksonville, Municipal Code Compliance Division Chief, and/or his/her authorized representative.

All materials and methods for board-up services shall be performed in accordance with, **Specifications for Plywood Boarding.** Illegal graffiti cited by the Municipal Code Compliance Division as a public nuisance shall be removed from residential and commercial structures, retaining walls, fencing, or as otherwise specified. Surfaces may be (but are not limited to) brick, aluminum, vinyl, masonry, metal, wood, marble, stone, concrete, and glass. In order to select the most efficient and cost-effective method of removal, the Contractor must be able to paint over graffiti, remove graffiti using chemical solvents, and remove graffiti via pressure washing. During each fiscal year, there will be approximately six hundred (600) requests for board-ups and approximately one hundred and fifty (150) requests for graffiti removal.

Board-up and Graffiti Removal Equipment
The Contractor shall retain board-up and graffiti removal equipment and personnel in sufficient quantities to accomplish abatement operations, as described in these Specifications. **The Contractor must provide a list of all company equipment with his/her bid. Failure to provide a list of equipment owned or leased by the individual/company may be grounds for bid rejection. The City reserves the right to inspect equipment and the business location prior to recommending the award.**

All tools and equipment shall be subject to inspection by the Municipal Code Compliance Division Chief, or his/her designee, during performance of any work assigned under or within these Specifications.

Hours of Work
The Contractor shall perform all work between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday. The Contractor shall not perform work on Sunday, except by special written permission of the Municipal Code Compliance Division Chief or his/her designee.

Protection of Improvements
The Contractor shall not damage sidewalks, streets, curbs, driveways, pavements, utilities, structures, fences, substantial or marked trees, or any property (except that which will be replaced or removed) either on or adjacent to the work site. The Contractor shall repair, at the Contractor's expense, any and all damage caused, in a manner satisfactory to the City. Such repairs shall restore the damaged area(s) to a condition equal to, or better than, that of the existing adjacent area(s), using the same or similar materials to those in the damaged area(s). The Contractor shall note the location of all trees, shrubs, hedges, and similar cultivated plants and shall mark each to avoid damaging them during abatement operations.

Complaints
The Contractor shall be responsible for responding to all complaints pertaining to any damage that allegedly occurred during board-up or graffiti removal operations. The Contractor shall correct any damage to the property from board-up or graffiti removal operations before the City issues payment. In addition, the Contractor shall properly repair or restore, at his/her expense, any damage to streets, curbs, sidewalks, water pipes, meters, utilities equipment, or other City property. The Municipal Code Compliance Division Chief or his/her designee must inspect and approve such repairs and restorations prior to payment approval. The Contractor shall use precaution with all equipment to prevent property damage. All complaints shall be properly settled within ten (10) days after the Contractor receives the complaint or report.

The City will not be held responsible for any damage to property because of any work performed by the Contractor. The Contractor shall indemnify the City and hold the City harmless against any and all claims, liabilities, losses, and causes of action which may arise from fulfillment of the contract. The Contractor shall pay all claims and losses of any kind whatsoever in connection therewith, defend all suits in the name of the City when applicable, and pay all costs and judgments which may be issued thereon.

Signs and Barricades
It shall be the Contractor's responsibility to supply and utilize "*Caution*" and "*Detour*" signs, barricades, etc., when necessary or as instructed by the City.

Schedule of Work
The Contractor shall schedule his work to ensure completion of projects within ten (10) working days. The Contractor shall complete all Work Orders deemed as emergency situations within three (3) calendar days, unless otherwise directed by the Municipal Code Compliance Division Chief or his/her designee, as deemed necessary.

Work Commencement
Once work on a site commences, it shall be continuous until completed, unless inclement weather prevents completion of the work. If inclement weather prevents completion of the work, the Contractor must report such activity to the assigned Contract Compliance Inspector within two (2) working days of the scheduled commencement of work.

Measurements
The Contractor is responsible for ensuring all abatement project areas meet the required Work Order dimensions/measurements. The Chief of the Municipal Code Compliance Division or his/her designated representative reserves the right to pro rate the square footage calculations as deemed necessary, based on the actual area boarded up, painted over, pressure washed, or cleaned by the Contractor.

Valuables
The Contractor shall ensure personal property of value, which exists on lots to be abated, remain on the property and is not damaged. Items of value shall be moved only to allow abatement and shall be placed in the original location when the work is complete. If there are questions concerning the disposition of personal property, the Contractor shall immediately contact the Municipal Code Compliance Division Chief or his/her designee. **The Contractor and/or his personnel, in addition to any subcontractors hired by the Contractor, shall not remove any items for personal use.**

Photographs
The Contractor is required to photographically record violation(s) to be corrected: 1) prior to commencing abatement, and; 2) immediately after abatement of all violations listed on the Work Order to ensure validity of the completed work (i.e., open window or door is boarded, graffiti is removed, etc.). Landmarks, defined as "a prominent and identifying feature of a landscape", shall be clearly visible in the photographs. The Contractor must legibly record the corresponding Municipal Code Compliance case file number(s) and street location of the abatement Work Order on the border or the back of the photograph. Photographs must be submitted with the completed Work Order prior to approval for payment and will become the property of the City upon submittal.

The Contractor shall properly identify the property (with landmarks) described on the Work Order by photographing the property from the same angle in "before" and "after" photographs to verify completion of the abatement project. The Contractor shall use digital cameras with instant picture capability to immediately determine photographic quality and content during abatement operations. **The City requires receipt of both "before" abatement and "after" abatement photographs for payment. Failure to comply with these requirements will result in delayed and/or nonpayment to the Contractor for the completed abatement Work Order.**

Supervision
The supervision of the execution of this contract is vested wholly in the City's Municipal Code Compliance Division Chief. The Municipal Code Compliance Division Chief may give instructions or directions to supplement the specifications. Said instructions or directions shall be binding upon the Contractor and all of his/her subcontractors, employees, and agents. The instructions of the Municipal Code Compliance Division Chief must be strictly and promptly followed in every case. Where the words "Direction of", and similar phrases occur in these specifications, such directions shall be understood by the Contractor to be functions of the Municipal Code Compliance Division Chief.

The Contractor may designate a foreman or other representative to receive such instruction in his/her absence. The Contractor shall be held responsible for the execution of any instruction(s) given in his/her absence. The site(s) should be readily accessible to the Municipal Code Compliance Division Chief or his/her designee. For the purpose of performing inspections or directing the same, the Contractor will provide the Municipal Code Compliance Division Chief or his/her designee all necessary facilities and assistance.

To prevent disputes and litigation, all parties hereto shall agree that the Municipal Code Compliance Division Chief or his/her designee provide decisions to all questions, difficulties, and disputes which may arise relative to the interpretation of the performance, execution, and fulfillment of this contract, and as to the character, quality, amount, and value of any work done under or by reason of this contract, and that the Municipal Code Compliance Division Chief's (or his/her designee's) estimates and decisions upon all claims, questions, and disputes shall be final and conclusive upon the parties thereto.

No person shall possess the authority to permit deviation from or to relax any of the provisions of the specifications without the written permission or instruction from the Municipal Code Compliance Chief or his/ her designee, nor to delay the contract by failure to inspect the work with reasonable promptness.

The payment of any compensation, the giving of any gratuity, and/or the granting of any valuable favor by the Contractor to any person of the City of Jacksonville, Municipal Code Compliance Division, directly or indirectly, is strictly

prohibited. Any such act on the part of the Contractor shall constitute a violation of the contract. The Contractor shall not retain in connection with the work, any employee, agent, or subcontractor whose presence shall be deemed prejudicial to the work.

The City reserves the right to change the Specifications set forth in the solicitation during the bidding process via addendum. The Contractor agrees to abide by and perform all work in accordance with the instructions and directions given to them by the Municipal Code Compliance Division Chief or his/her designee. Permission by the Municipal Code Compliance Division Chief or his/her designee for the Contractor to use a particular method of performance shall not relieve the Contractor from full responsibility for any failure, which may arise.

It shall be expressly understood that the Contractor is in all respects an independent Contractor for the work specified in this solicitation. Notwithstanding certain conditions, the Contractor is bound to follow the directions of the Municipal Code Compliance Division Chief or his/her designee, and is in no respect an agent, servant, or employee of the City.

The Municipal Code Compliance Division Chief will appoint, as necessary, inspectors to relay the amount, quality, and character of the work to be performed and/or to supervise the execution of the work completed under this contract. The duties and functions of such officials are purely supervisory, their decisions are binding only in the absence of the Municipal Code Compliance Division Chief, and shall be subject to his/her review. When, in the judgment of the inspector, the work is not performed in accordance with the specifications, the inspector shall have the authority to order cessation of any and all work, which shall not resume until the Municipal Code Compliance Division Chief has rendered his/her decision upon the matter in dispute.

Quantities
The City does not guarantee any quantities of work to be performed, and any work awarded is contingent upon available funds and available work. Any differences in quantities are not grounds for a claim by the Contractor whatsoever for forfeiture of the contract. The Contractor should consider estimated quantities and growth in company planning. Contractors should be aware growing demands in any specific area may vary significantly each year.

Equipment and Safety
The Contractor shall exercise precaution at all times for the protection of persons and property. The safety provisions of the Occupational Safety and Health Act of 1970 (Public Law 91-596) and other applicable laws, building, and construction codes shall be observed. Machinery, equipment, and other hazards shall be properly guarded to prevent personal injuries.

Site Location
The Municipal Code Compliance Chief or his/her designee will prepare lists of Work Order sites and special instructions for boarding-up, painting over, pressure washing, and/or chemical extraction. Work Orders issued to the Contractor shall be considered as Proceed Orders, authorizing work commencement immediately. The Contractor shall complete the type of abatement indicated on the Work Order within ten (10) working days of such notice for non-emergency situations, and within three (3) calendar days for emergency situations.

Issuance of Work Orders
The City reserves the right to issue more than one (1) list of Work Orders at the same time or to issue additional lists of sites prior to the Contractor's completion of a previous list. Work Orders shall be picked up and submitted for approval/payment at the Municipal Code Compliance Division's contract office. All Work Orders issued by the City will be in writing.

The City reserves the right to reassign Work Orders to another Contractor via an informal solicitation or an emergency Purchase Order when the City, at its discretion, determines that the Contractor will be unlikely to complete a Work Order within ten (10) days. The Contractor shall prioritize for completion of abatement work, all returned Work Orders which are determined by Municipal Code Compliance, Contract Administration inspection personnel to be unacceptable or incomplete based on the guidelines set forth in these Specifications, special term(s), and conditions.

Daily Work Location Reports
As deemed necessary by the Municipal Code Compliance, Contract Administration inspection personnel, the Contractor may be required to notify the City daily by telephone, e-mail, or facsimile of daily work locations to report the status of work being performed (including jobs completed or terminated), and to request guidance and/or special instructions on abatement work.

Qualified Personnel
The Contractor shall employ individuals, including licensed personnel, who possess the necessary skills where applicable laws and regulations require work to be performed by licensed personnel. All work must be performed with the highest degree of care and professionalism.

Subcontractors
The Contractor shall be fully responsible to the City for the actions and the omissions of its subcontracted entities or personnel, either directly or indirectly employed by the subcontractor. The City assumes no contractual obligation between the subcontractor and the Contractor. The City will not be responsible for payment to any subcontractor. Payment will only be made to the persons or entities awarded the contract.

Equal Employment Opportunity
The Contractor agrees to comply with all local, state, and federal regulations pertaining to unlawful employment practices, particularly Section 760.10, Florida Statute, and shall not discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment, due to such individual's race, color, religion, sex, national origin, age, handicap, or marital status; or limit, segregate, or classify employees or applicants for employment opportunities, or adversely affect an individual's status as an employee, because of such individual's race, color, religion, sex, national origin, age, handicap, or marital status.

Contract Familiarization
The Contractor assumes full responsibility for familiarizing himself/herself with the nature and extent of the Specifications upon which the bid was made and all regulations that may in any manner affect the materials or services to be supplied.

Indemnification and Hold Harmless
The Contractor agrees to indemnify and hold the City harmless from any and all claims, suits, legal actions, damages, or cause for any action, including reasonable attorneys' fees for any workmen's compensation injury, loss of life, or damage to person or property arising by reason of or as a result of the acts of negligence of the Contractor, its agents, or its employees.

Compliance of Laws
The Contractor shall update his/her knowledge (keep fully informed) of all existing and future municipal ordinances, state, and federal laws and regulations, in any matter affecting those engaged or employed in abatement work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Specifications or contract for this work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall forthwith report same to Municipal Code Compliance's Contract Administrator, in writing. The Contractor shall, at all times, observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees. The Contractor shall protect and indemnify the City of Jacksonville, Florida, all its officers, agents, and employees, against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order, or decree.

Workers' Compensation Coverage
The Contractor shall comply with the law known as the Workers' Compensation Act. The Contractor shall maintain Workers' Compensation (insurance) coverage for the protection of both the Contractor and the City from claims under Workers' Compensation Acts and from any other claims for damages for personal injury, including death, which may arise from operations under this contract, whether such operations are performed by the Contractor or anyone directly or indirectly employed on the job.

Social Security Act
The Contractor shall and remain an independent contractor with respect to all services performed hereunder, and agrees to and does hereby accept full and exclusive liabilities for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities, now or hereafter imposed under any state or federal law, which are measured by the wages, salaries, or other remuneration paid to persons employed by the Contractor on work performed under the terms of this contract; and further agrees to obey all lawful rules and regulations, and to meet all lawful requirements, which now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials; and said Contractor also agrees to indemnify and save harmless the City from any such contribution or taxes or liability hereof.

Taxes and Licenses
Bidders shall pay all applicable taxes and licenses for conducting business within this area and submit evidence of same to the City.

Change in Scope of Work – Request for Change Order
The City may make changes in the scope of work required to be performed by the Contractor under a Work Order by making additions to, or omitting from, the scope of work without relieving the Contractor from his/her obligations under the contract. Any required additional work shall be performed under the same terms and conditions as the original contract unless expressly approved otherwise by the Municipal Code Compliance Chief or his/her designee.

The Contractor must, within three (3) days of notification of the change in work, give the City a written request for additional compensation and/or time due to the change in work, and must, within three (3) days of knowledge or notification, provide the City with detailed justification, cost analysis, and other such supporting documentation as required by the Municipal Code Compliance, Contract Administrator. Failure to provide such written request is a waiver of any right to additional compensation or time. The parties shall attempt in good faith to negotiate mutually agreeable compensation for the additional work. If the parties are unable to negotiate a mutually agreeable rate of compensation, the parties shall be entitled to seek any relief to which they are entitled hereunder; however, the Contractor shall be required to continue performing all services in accordance with the terms and conditions of the contract including any service requested by the City but disputed by Contractor.

In reviewing requested Change Orders, the City will only approve those documentable costs directly associated with the additional work. No approval will be given for payment of additional mark-up, overhead, administration, estimating, supervision, or other indirect charges.

Default and Termination

Inspections
A designee of the Chief of Municipal Code Compliance Division will inspect and approve the work done at each site.

Notification of Re-Work
Prior to commencement of the contract, the Contractor will submit to the Municipal Code Compliance Division all telephone numbers, facsimile (fax) numbers, and electronic mail (e-mail) addresses where the City's designee may reach the Contractor during the business day in order to provide verbal or written notice of re-work. The business day is described as Monday through Friday, between 7:00 a.m. and 5:00 p.m. If, upon inspection, the City designee determines that a site is not properly and completely boarded, painted, pressure washed, or cleaned per the contract specifications, the Municipal Code Compliance Division Chief's designee will notify the Contractor between 7:00 a.m. and 5:00 p.m. by telephone, facsimile (fax), or e-mail of the necessity and reason(s) for re-work. The Contractor must satisfactorily abate all violations per contract specifications within two (2) business/working days (Monday through Friday), or the City may not honor payment for the abatement project.
The City's inability to reach the Contractor from 7:00 a.m. to 5:00 p.m., Monday through Friday, after utilizing all contact numbers and email addresses provided to the Municipal Code Compliance Division does not relieve the Contractor of his/her responsibility to complete the project, according to the contract specifications. If the City is unable to reach the Contractor at the contact number(s) or the email address(es) provided, the Contractor may not receive payment for the work performed.

Re-Inspection Fee

The Contractor must abate all Chapter 518 violations on the job site, according to the Specifications clearly set forth in this solicitation. The City requires the Contractor to perform quality work in each instance it claims to have serviced a site. The City may impose on the Contractor a **re-inspection fee of $50.00 for each site**, which the Municipal Code Compliance Division determines the Contractor performed substandard work, and the designee directed the Contractor to return to the job site to complete abatement, according to the Specifications listed herein. The City's inability to contact the Contractor from 7:00 a.m. to 5:00 p.m., Monday through Friday, for the purpose of directing completion of abatement per specifications, after utilizing all contact numbers and e-mail addresses furnished, does not relieve the Contractor of its responsibility to perform the work. If the designee is unable to reach the Contractor at the contact numbers and email addresses provided, the City may impose the re-inspection fee. In addition to attempting to contact the Contractor by telephone, facsimile, or email, the City will notify the Contractor, in writing, of the location, which requires completion of work, and may charge a $50.00 re-inspection fee to the Contractor. The Contractor or the designee of the Chief of Municipal Code Compliance Division will deduct re-inspection fees incurred from the appropriate invoice, which applies to the period during which the designee discovered the substandard work.

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