

AGREEMENT BETWEEN THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA, AND COMMERCIAL WORKS, INC.

This Agreement is made and entered into effective January 1, 2023 (the "Effective Date"), and is by and between The School Board of Duval County, Florida (the "District"), and Commercial Works, Inc., a Foreign Profit Corporation (the "Contractor").

WITNESSETH:

Whereas, the District issued RFP No. 08-23/TW and all attachments thereto, dated on or about August 10, 2022, entitled "Moving Services"; a copy of which is attached hereto and incorporated herein by this reference as composite Exhibit A (hereinafter referred to as the "RFP");

Whereas, after free and open competition, Contractor submitted a proposal in response to the RFP, a copy of which is attached hereto and incorporated herein by this reference as Exhibit B, and was selected as the best responsive and responsible Contractor by the District (the "Proposal");

Whereas, the Contractor is interested in and capable of performing the desired Services for the District and the District desires to have the Contractor perform the Services; and

Whereas, the parties have reached an agreement on the Services to be performed and the payment for the same, and therefore wish to set forth this understanding in writing in this Agreement. A copy of the Price Proposal Sheet is attached hereto and incorporated herein by this reference as Exhibit C.

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

ARTICLE I SCOPE OF SERVICES

1.1 The recitals set forth above are true and correct and are incorporated into this Agreement by this reference.

1.2 The parties agree that the purpose of this Agreement is that the Contractor shall fully and timely provide the District the Services in a manner in accordance with the District's objectives set forth in the RFP and this Agreement. The contract documents consist of this Agreement, the RFP, and the Proposal. In the event of any conflict or ambiguity among these documents, the priority set forth in section 13.7.16 of the RFP shall apply.

ARTICLE II COMMENCEMENT AND RENEWAL

2.1 See section 2.2 of the RFP with the initial one (1) year term commencing upon award and execution of the contract. The Contract may thereafter be renewed for four (4) additional one (1) year periods, upon the consent and agreement of both parties.

2.2 The Services shall commence according to the schedule set forth in the RFP, unless the District notifies the Contractor otherwise in writing.

ARTICLE III COMPENSATION

3.1 The maximum obligated amount under this Agreement shall not exceed \$647,000.00; in no event shall the District be responsible to the Contractor for compensation in excess of the maximum obligated amounts stated in this Agreement except as increased by formal approved and executed supplemental agreement(s).

**ARTICLE IV
TERMINATION**

4.1 This Agreement may be terminated as set forth in the RFP.

**ARTICLE V
COMMUNICATIONS; RECORDS; NOTICES**

5.1 The Contractor shall provide records and information and fully cooperate (notwithstanding any Contractor claims of trade secrets, proprietary or confidential information) with the District as to all matters pertaining to any and all legal, audit, administration, and compliance requirements relating to the Services and the contract documents.

5.2 The District's and Contractor's addresses for notices are as follows:

If to the District:

School Board of Duval County, Florida
Attn: Superintendent
1701 Prudential Drive
Jacksonville, Florida 32207
Phone: (904) 390-2115

If to the Contractor:

Commercial Works, Inc.
Attn: Efrain Sanchez
7576 Brokerage Dr.
Orlando, FL 32809
(407) 418-9780

**ARTICLE VI
PERSONNEL**

6.1 The Contractor represents and warrants that its performance of the Services shall be rendered with promptness and diligence and shall be executed in a workman-like manner, in accordance with the practices and high professional standards used in a well-managed operation performing services similar to the Services. The Contractor represents and warrants it will use an adequate number of qualified individuals with suitable training, education, experience, and skill necessary to perform the Services and the Contractor represents and warrants it will perform the Services in an efficient and cost-effective manner.

6.2 The Contractor agrees and represents that all of the Services required hereunder shall be performed by the Contractor as identified in the Proposal. Contractor's management and personnel shall be consistent with the Contractor's proposal as provided during the Request for Proposal and selection process and shall not be removed or replaced without the Owner's written consent.

6.3 All the personnel assigned by the Contractor and any subcontractor shall be authorized under state and local laws to perform such Services, whether by appropriate license, registration, certification or other authorization.

6.4 The Contractor agrees that it will remove (within a mutually agreed upon period of time) from assignment under this Agreement any individual in its employ, if, after the matter has been reviewed jointly by the District and the Contractor, the District requests such action in writing. Any such removal shall not necessarily reflect on the capabilities or competence of the individual so removed. Nothing herein shall affect the status or responsibilities of the Contractor as an independent contractor solely responsible for the method, manner and means chosen by it to perform hereunder.

**ARTICLE VII
MISCELLANEOUS**

7.1 All of Contractor's exceptions to the RFP set forth in its Proposal, if any, are stricken in their entirety and void except as may be specifically addressed in this Agreement.

7.2 This Agreement may be executed via facsimile and in one or more counterparts, each of which will be deemed an original, but all such facsimiles and counterparts will together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

ATTEST:

**THE SCHOOL BOARD OF DUVAL COUNTY,
FLORIDA**

By: _____
Dr. Diana Greene, Superintendent
Of Schools and Ex-Officio Secretary to
The Board

By: _____
_____, Chairman

Form Approved:

Approved by Board on December 6, 2022.

By: _____
Office of General Counsel

COMMERCIAL WORKS, INC.

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUEST FOR PROPOSALS (RFP)

RFP NO. 08-23/TM
Moving Services

EXHIBIT B

CONTRACTOR PROPOSAL

EXHIBIT C

PRICE PROPOSAL SHEET