City of Jacksonville, Florida

DONNA DEEGAN, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

A NEW DAY.

MEMORANDUM

TO: **Competitive Sealed Proposal Evaluation Committee ("CSPEC")**

FROM: **Dustin Freeman, Chief of Procurement**

DATE: **November 30, 2023**

RE: **Request for Approval to Utilize Competitive Sealed Proposal Process**

Pursuant to Chapter 126, Part 2, § 126.204, approval is requested to utilize the Competitive Sealed Proposal process to formally procure a supplier for **Generator Inspection, Maintenance, Installation, Repair, and Service for City Buildings**. As a follow-up to the same, the CSPEC is now requested to review and approve the solicitation documents attached hereto.

More specifically, the CSPEC is requested to review and approve the evaluation criteria as outlined in the attached Request for Proposal ("RFP"). Procurement's review in this matter has revealed that:

The attached Certification Letter and the Scope of Services received from the using agency appear to be in order.

The RFP has been reviewed and approved by Risk Management regarding insurance and indemnification requirements.

The RFP has been reviewed and approved by EBO regarding JSEB participation goals and EBO recommends the Encouragement Plan.

It is requested that the CSPEC take these issues into consideration in its review and/or approval in this matter.

CSPEC APPROVAL

Finance Director or designee	Procurement Chief or designee
General Counsel or designee	Department/Agency Representative
Public Works Director or designee	

A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor

Department of Public Works

Public Buildings Division
555 W. 44th Street
Jacksonville, FL 32208
(904) 630-CITY
www.coj.net

MEMORANDUM

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

THRU: **Nina Sickler, P.E., Director**
Department of Public Works

FROM: **Roy Birbal, Chief**
Public Buildings Division

SUBJECT: **Request for RFP for Generator Inspection, Maintenance, Installation, Repair and Services for City of Jacksonville Buildings**

DATE: **November 8, 2023**

Please take appropriate action to issue a Request for Proposal (RFP) for the referenced services.

The following information is furnished in accordance with chapter 126.204 of the City Ordinance Code.

The purpose of this request is to seek permission to utilize a Competitive Sealed Proposal Evaluation Committee (CSPEC) process for the procurement of Generator Inspection, Maintenance, Installation, Repair and Services for City of Jacksonville Buildings.

The estimated length of the contract will be three (3) years and two (2) one (1) year renewal options.

The sub-committee responsible for the submitted proposals will be comprised of representatives from the Public Buildings Division.

It is our desire that this job be awarded in the form of a contract upon selection of the winning vendor.

Attachments: Bid Documents

Department of Finance and Administration

Procurement Division

CITY OF JACKSONVILLE

November 8, 2023

To: Dustin L. Freeman, Division Chief
Procurement Division

From: Gregory Grant, EBO/JSEB Administrator GG
LaRoy Covington, EBO/JSEB Business Compliance Analyst JC
Jacksonville Small and Emerging Businesses

RE: **Generator Inspection, Maintenance, Installation, Repair, and Service for City Buildings**

The Jacksonville Small and Emerging Business & Contract Compliance (JSEB) Office has reviewed the scope of work, consulted the using agency, and contacted ready, willing, and available JSEBs.

Based upon our findings, we recommend the following:

- ☒ Encouragement
- ☐ Participation
- ☐ Set-A-Side

Our outreach efforts are documented and attached. Please let us know if you have any questions or concerns.

I can be reached at (904) 255-8833.

Cc: Dave Klages
Gregory Grant

APPROVED
By Kevin at 7:44 am, Nov 06, 2023

Competitive Sealed Proposal Evaluation Committee

PROCUREMENT DIVISION

A NEW DAY.

RFP SPECIFICATIONS

FOR

GENERATOR INSPECTION, MAINTENANCE, INSTALLATION, REPAIR, AND SERVICE FOR CITY BUILDINGS

PUBLIC BUILDINGS DIVISION

BID NO:	ESC-XXXX-23
OPEN DATE:	DECEMBER XX, 2023
TIME:	2:00 P.M.
PLACE:	ED BALL BUILDING, 214 N. HOGAN STREET, SUITE #105, JACKSONVILLE, FL 32202

NON-MANDATORY PRE-BID CONFERENCE:
Wednesday, November XX, 2023 at 10:00 a.m.
214 N. Hogan Street, Suite 851 (8th Floor), Jacksonville, FL 32202

CITY OF JACKSONVILLE
Procurement Division
Ed Ball Building
214 North Hogan Street, Suite 800 (8th Floor)
Jacksonville, Florida 32202
Phone: (904) 255-8800
Fax: (904) 255-8837

Donna Deegan
Mayor

Dustin Freeman, Chief
Procurement Division

Attachment G
Indemnification

Contractor and its subcontractors (the "Indemnifying Party") shall hold harmless, indemnify, and defend the City of Jacksonville and their respective members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness, or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party's performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services provided under this Contract (the "Service(s)"), any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties, a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this Contract, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Attachment H
Insurance Requirements

Without limiting its liability under this Contract, Provider shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Provider shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits	
Worker's Compensation	Florida Statutory Coverage	
Employer's Liability	$ 100,000	Each Accident
	$ 500,000	Disease Policy Limit
	$ 100,000	Each Employee/Disease

This insurance shall cover the Provider (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Professional Liability $1,000,000 per Claim and Aggregate

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three-year reporting option beyond the annual expiration date of the policy.

Automobile Liability $1,000,000 Combined Single Limit

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

C. Provider's Insurance Primary. The insurance provided by the Provider shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Provider. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Provider or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Provider shall relieve Provider of Provider's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Provider shall provide the City Certificates of Insurance at contract execution, that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Provider shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the Tenant, as applicable, shall provide said thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Provider under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Provider shall present this Contract and Attachment D & E to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and (2)That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Provider.

Bonds and Other Performance Security. Design-Builder shall not perform or commence any construction services for a Project until the following performance bond and labor and material payment bond or other performance security have been delivered to Owner: Bonds - In accordance with the provisions of Section 255.05, Florida Statutes, Design-Builder shall provide to Owner, on forms furnished by Owner, a 100% Performance Bond and a 100% Labor and Material Payment Bond for each Project performed under this Agreement, each in an amount not less than the GMP as defined in Article 6 and inclusive of Design- Builder's fees. No qualification or modifications to the Bond forms are permitted.

To be acceptable to Owner as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

2. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code during the life of thisagreement.

   a. If the Contract Award Amount exceeds $500,000, the Surety Company shall also comply with the following provisions:

   b. The Surety Company shall have at least the following minimum ratings in the latest issue of A.M. Best's Key Rating Guide.

CONTRACT AMOUNT	RATING	RATING
$200,000 TO $1,000,000	A-	CLASS IV
$1,000,000 TO $2,500,000	A-	CLASS V
$2,500,000 TO $5,000,000	A-	CLASS VI
$5,000,000 TO $10,000,000	A-	CLASS VII
$10,000,000 TO $25,000,000	A-	CLASS VIII
$25,000,000 TO $50,000,000	A-	CLASS IX
$50,000,000 TO $75,000,000	A-	CLASS X

5. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

   a. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Financial Services to conduct business in this state.

In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall bededucted.