

**PUBLIC NOTICE
PSEC AGENDA
PROFESSIONAL SERVICES EVALUATION COMMITTEE MEETING
Thursday, August 26, 2021, 10:00 a.m.
Eighth Floor, Conference Room 851
Ed Ball Building, 214 N. Hogan Street
Jacksonville, FL 32202**

HYBRID MEETING

Join Zoom Meeting

<https://us02web.zoom.us/j/86268415008?pwd=UHlBakl6KzRuemYrdHRWSGJ3bkdlZz09>

Meeting ID: 862 6841 5008

Passcode: 657328

Committee Members: Gregory Pease, Chairman
Paul Barrett, Treasury
Harry Wilson, OGC

<i>Subcommittee Members</i>	<i>ITEM #</i>	<i>TITLE & ACTION</i>	<i>MOTION</i>	<i>CONTRA EXP</i>	<i>OUTCOME</i>
Christel Burgos April Mitchell	P-35-20	Contract Amendment No. 1 Medical Collection Services Jacksonville Fire and Rescue Department	That the Contract between the City of Jacksonville and Applied Business Services, Inc., d/b/a Security Collections Agency to provide Medical Collection Services be amended to exercise the first of three (3) one-year renewal options extending the period of service from October 1, 2021 through September 30, 2022, with two (2) renewal options remaining; All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.	09/30/21	
Wanda Verdejo Tracy Flynn	P-58-15 PB#1	Contract Amendment No. 6 Piggyback of DCSB Master Casualty Consultant Finance and Administration Department/Risk Management Division	That Contract No. 9429-02 between the City of Jacksonville and E.W. Siver & Associates d/b/a Siver Insurance Consultants Management, for Master Casualty Consulting/Employee Benefits and Auditing Services, be amended to: (i) extend the period of service from October 1, 2021, through September 30, 2022; and (ii) increase the maximum indebtedness by \$65,000.00 to a not-to-exceed amount of \$400,000.00. All other terms and conditions, as previously amended, shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.	09/30/21	
Tracy Flynn Bibinia Centeno	P-18-18	Contract Amendment No. 3 Casualty Actuarial Services Finance and Administration Department/Risk Management Division	That Contract No. 9925-01 between the City of Jacksonville and AMI Risk Casualty, Inc., for the provision of Casualty Actuarial Services be amended to exercise the third (3) of four (4) renewal options extending the period of service from October 1, 2021, through September 30, 2022, with one (1) renewal option remaining; provide \$27,200.00 for the annual services; and increase the maximum indebtedness by \$27,200.00 to a new not-to-exceed total maximum of \$108,800.00. All other terms and conditions, as previously amended, shall remain the same.	09/30/21	

Tracy Flynn Barbara Holton	P-19-18	Contract Amendment No. 3 Workers Compensation Managed Care Services Finance and Administration Department/Risk Management Division	That Contract No. 9926-01 between the City of Jacksonville and USIS, Inc., d/b/a AmeriSys, for Workers' Compensation Managed Care Services, be amended to (i) exercise the third (3 rd) renewal option extending the period of service from October 1, 2021, through September 30, 2022, with one (1) renewal option remaining; (ii) provide \$365,500.00 for the services; thereby (iii) increasing the maximum indebtedness by \$365,500.00 to a new not-to-exceed total maximum of \$1,409,750.00. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.	09/30/21	
Thomas Goldsbury Robin Smith	P-14-17	Contract Amendment No. 6 Professional Design Services for Jacksonville Beach Pier - Review/Design Department of Public Works/Engineering & Construction Management Division	That Contract No. 3140-33 between the City of Jacksonville and RS&H for Professional Design Services for Jacksonville Beach Pier Review/Design be amended to: (i) incorporate the attached Scope of Services for Contract Administration identified as Exhibit 'A-5' and Contract Fee Schedule identified as Exhibit 'B-5'; (ii) increase a lump-sum amount for Project Management, Pre-Construction Support and Construction Support Services by \$27,867.55 to a new total of \$125,151.39, to increase the not-to-exceed amount for Construction and Engineering Inspection by \$176,420.00 to a new total of \$709,351.58; and to increase the maximum indebtedness of the City by \$204,287.55 to a new total of \$1,472,552.24. All other terms and conditions, as previously amended shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.	To Project Completion	
Michael Chao Kristin De Han	P-26-21	Introduce & Review Scope Asbestos Abatement Consulting Services Neighborhoods Department/Municipal Code Division	That the committee approve the Scope of Services/Request for Proposal (RFP) as presented with such minor changes thereto as may be approved by the Chief Procurement Officer and the Office of General Counsel appropriate to clarify the intent of the using agency and to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.		
William Joyce Robin Smith	P-13-21	Introduce & Review Scope Construction Engineering and Inspection Services On Handicap Ramp Design-Build Projects Department of Public Works/Engineering & Construction Management Division	That the committee approve the Scope of Services/Request for Proposal (RFP) as presented with such minor changes thereto as may be approved by the Chief Procurement Officer and the Office of General Counsel appropriate to clarify the intent of the using agency and to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.		
William Joyce Robin Smith	P-14-21	Introduce & Review Scope Construction Engineering & Inspection Services for the Lassalle Drainage Design-Build Project Department of Public Works/Engineering & Construction Management Division	That the committee approve the Scope of Services/Request for Proposal (RFP) as presented with such minor changes thereto as may be approved by the Chief Procurement Officer and the Office of General Counsel appropriate to clarify the intent of the using agency and to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.		
Robin Smith Steven Long	P-11-17	Contract Amendment No. 2 St. Johns Bluff Road Sidewalk Improvement Projects Department of Public Works/Engineering & Construction Management Division	That Contract No. 10101-01, originally executed November 2, 2017, between the City and Civil Servs, Inc., for St. Johns Bluff Road Sidewalk Improvement Project, be amended to incorporate the attached Scope of Services identified as		

			Exhibit 'E': increase the exceed limits for: Post Design Services for the East Side in the amount of \$14,000.00 to a new limit of \$28,000.00 and the West Side by \$16,000.00 to a new limit of \$26,000.00; thereby increasing the maximum indebtedness by \$30,000.00 to a new maximum of \$421,945.70. All other terms and conditions, as previously amended shall remain the same.		
Kenneth Lathrop Thomas Ossi	SS-10954-21	Single Source Purchase Application Development Analyst Finance and Administration Department/Information Technologies Division	That the City of Jacksonville enter into a Single Source Contract with AR International Enterprises, Inc., for Dinesh Thota for Application Development Analyst by incorporating the attached fee summary identified as Exhibit 'A'; the Period of Service will be from September 1, 2021, August 31, 2022; the maximum indebtedness is a not-to-exceed purchase order amount of \$140,160.00; all other terms and conditions are per the City's standard contract language.		
Kenneth Lathrop Thomas Ossi	SS-10965-21	Single Source Purchase Application Development Analyst Finance and Administration Department/Information Technologies Division	That the City of Jacksonville enter into a Single Source Contract with AR International Enterprises, Inc., for Venkat Maddireddy for Application Development Analyst by incorporating the attached fee summary identified as Exhibit 'A'; the Period of Service will be from September 1, 2021, August 31, 2022; the maximum indebtedness is a not-to-exceed purchase order amount of \$140,160.00; all other terms and conditions are per the City's standard contract language.		
Kenneth Lathrop Michael Turner	SS-10454-21	Contract Amendment No. 1 Oracle Cloud Consulting Services Finance and Administration Department/Information Technologies Division	That the Contract No. 71055-21 between the City of Jacksonville and Oracle America, Inc., for Oracle Cloud Consulting Services be amended by increasing the maximum indebtedness by \$550,000.00 to a new not-to-exceed maximum of \$875,600.00; all other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.		
Bradley Elias Erika McManus	P-05-20	Contract Amendment No. 1 Laboratory Services for JFRD Jacksonville Fire & Rescue Department	That Contract No. 70250-20 between the City of Jacksonville and Quest Diagnostics Clinical Laboratories, Inc., for Laboratory Services for Jacksonville Fire and Rescue Department be amended to ratify the contract from June 30, 2021, through the date of the granting of this award and extend the period of service to June 30, 2022, with two (2) renewals remaining; the maximum indebtedness shall remain a not-to-exceed amount of \$123,000.00. All other terms and conditions remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.		
Meeting Adjourned: _____					

"The next PSEC meeting is scheduled to be held on Thursday, September 9, 2021."



MEMORANDUM

August 17th, 2021

TO: Gregory Pease, Chairman
Professional Services Evaluation Committee

FROM: Christel Burgos, Adm. & Finance Asst Manager

A handwritten signature in blue ink, appearing to be "CB", is written over the name Christel Burgos.

April Mitchell, Adm. & Finance Manager

SUBJECT: Contract # P-35-20
Medical Collections

Request is made to amend Contract #P-35-20 between City of Jacksonville and Applied Business Services dba Security Collection Agency to: (i) extend medical collection services until Sept, 31, 2022.

All other terms and conditions shall remain the same. Nothing contained herein shall be amended, modified, or otherwise revised.

Your assistance in concurring with this recommendation is appreciated. If you have questions or need additional information regarding this request, please contact Christel Burgos at 255-3264.

Attachments: Contract # P-320
ABS-SCA Letter to Extend
Spend-down Yr 1

cc: Alex Baker, PSEC Specialist



Security Collection Agency
A Division of
Applied Business Services

August 3, 2021

City of Jacksonville
Jacksonville Fire & Rescue Department
515 Julia Street
North Jacksonville, Florida 32202

RE: Requesting Agreement Renewal

Mrs. Bair,

We refer to contract number P-35-20 between The City of Jacksonville and Security Collection Agency for Medical Collection Services, originally dated October 1, 2020, the term of which is due to expire.

By this matter, Security Collection Agency expresses our interest in renewing this Agreement for a further term of one (1) year. Kindly confirm to us in writing whether you would also be agreeable to extending the term for such period.

Sincerely,

Pam Grant
Client Services Manager
Security Collection Agency

P-35-20: ABS-SCA SPEND DOWN ANNUALLY

<input type="checkbox"/> Acct 0932 <input type="checkbox"/> Acct 0067 <input type="checkbox"/> Acc 0316 <input type="checkbox"/> Total Fees <input type="checkbox"/> Spend Down <input type="checkbox"/> Projected SD <input type="checkbox"/> Annual Running T						
2021						P-35-20
						Contract 2021-2024
						\$ 922,780.00
Oct-21	\$ (7,732.01)	\$ (7,802.55)	\$ (777.12)	\$ (16,311.68)	\$ 906,468.32	
Nov-21	\$ (6,981.61)	\$ (6,733.40)	\$ (691.75)	\$ (14,406.76)	\$ 892,061.56	
Dec-21	\$ (6,184.11)	\$ (5,168.49)	\$ (208.08)	\$ (11,560.68)	\$ 880,500.88	
Jan-21	\$ (6,623.29)	\$ (5,761.03)	\$ (615.57)	\$ (12,999.89)	\$ 867,500.99	
Feb-21	\$ (9,204.56)	\$ (4,861.64)	\$ (41.94)	\$ (14,108.14)	\$ 853,392.85	
Mar-21	\$ (17,135.69)	\$ (5,643.28)	\$ (489.27)	\$ (23,268.24)	\$ 830,124.61	
Apr-21	\$ (7,164.63)	\$ (5,429.01)	\$ (913.42)	\$ (13,507.06)	\$ 816,617.55	
May-21	\$ (11,299.88)	\$ (11,169.28)	\$ (548.60)	\$ (23,017.76)	\$ 793,599.79	
Jun-21	\$ (8,926.91)	\$ (3,568.96)	\$ (383.82)	\$ (12,879.69)	\$ 780,720.10	
Jul-21	\$ (7,740.76)	\$ (3,506.54)	\$ (216.73)	\$ (11,464.03)	\$ 769,256.07	
Aug-21						
Sep-21						
						\$ (15,352.39)
						\$ (184,228.72)
Projected SD FYE 21'						\$ 738,551.28 Balance Remaining

Option #1 Renewal 8/2021



City of Jacksonville, Florida

Lenny Curry, Mayor

Division of Insurance and Risk Management
117 West Duval Street
Suite 335
Jacksonville, FL 32202
(904) 630-7521
www.coj.net

ONE CITY. ONE JACKSONVILLE.

MEMORANDUM

DATE: August 23, 2021

To: Greg Pease, Chairperson and Professional Services Evaluation Committee

Copy: Alex Baker, PSEC Specialist

From: Wanda Verdejo, Property & Casualty Compliance Administrator *Wanda Verdejo*

RE: Piggyback of DCSB Master Casualty Consultant – Siver Insurance Consulting
P-58-15 Request for Amendment Six (6)

The current contract with E.W. Siver & Associates d/b/a Siver Insurance Consultants Management (“Siver”) (No. **9429-02**) for insurance consulting services allows for Siver to consult for the City for a term of **October 1, 2021 to September 30, 2022**, as a one year extension.

The current contract will be amended to continue those insurance consulting services for City. The premium adjustment from the current maximum indebtedness of \$335,000.00 by an additional \$65,000.00 for a new total maximum indebtedness of \$400,000.

It is respectfully requested that City Contract No. 9429-02, with Siver be amended for the ratification and continuation of the consulting services for the City of Jacksonville effective October 1, 2021 to September 30, 2022 as set forth in Exhibit A.

All other contract terms and conditions shall remain the same (nothing contained herein shall be amended, modified, or otherwise revised without prior PSEC and Mayor’s approval).

Exhibit A – 2021-2022 Siver continuation interest letter, extension proposal & DCPS agreement

Thank you for your consideration.

Wanda Verdejo

Property and Casualty Compliance Administrator
for Risk Management Division
City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381
Phone : 904-255-5314



801 94th Avenue N., Ste. 202
St. Petersburg, Florida 33702-2479
Post Office Box 21343
St. Petersburg, Florida 33742-1343
Telephone: (727) 577-2780
Email: gerickson@siver.com

August 20, 2021

SENT BY EMAIL

Wanda Verdejo-Magras
Property and Casualty Compliance Administrator
for Risk Management Division
City of Jacksonville
117 W. Duval Street, Suite 335
Jacksonville, FL 32202

Subject: Master Casualty Consultant
One Year Contract Extension Proposal

Dear Ms. Verdejo-Magras:

The purpose of this letter is to formally advise you that Siver Insurance Consultants ("Siver") is ready, willing and able to enter into a one-year extension of our Agreement with the City of Jacksonville ("the City"), pursuant to the terms and conditions of Amendment Two to the Agreement between the City and Siver, Utilizing DCSB Contract Under RFP #07-15/TW, for Purchase of Risk Management Consultant/Employee Benefits and Auditing Services.

As we understand it, the one-year extension would be effective from October 1, 2021 through September 30, 2022. Siver is willing to agree to continue our current, in-force billing rates with the City for the period of the one-year extension.

We look forward to working for the City in the upcoming year.

Very truly yours,

SIVER INSURANCE CONSULTANTS

A handwritten signature in cursive script, appearing to read "George W. Erickson".

George W. Erickson, JD, CPCU, LLM
Executive Vice-President



City of Jacksonville, Florida

Lenny Curry, Mayor

Division of Insurance and Risk Management
117 West Duval Street
Suite 335
Jacksonville, FL 32202
(904) 630-7521
www.coj.net

ONE CITY, ONE JACKSONVILLE.

MEMORANDUM

August 17, 2021

TO: Gregory Pease, Chairman
Professional Services Evaluation Committee

FROM: Tracy Flynn, Chief
Finance and Administration Department/Risk Management Division

Bibinia Centeno, Manager, Finance & Administrative *Bm Centeno*
Finance and Administration Department/Risk Management Division

Subject: P-18-18 Casualty Actuarial Services, 3rd Contract Renewal (9925-01)

The current term for contract 9925-01 with AMI Risk Casualty, INC., for casualty actuarial services is from October 1, 2020, to September 30, 2021. Risk Management is exercising the 3rd of four one-year renewal options for the period October 1, 2021, to September 30, 2022, with only a one-year renewal option remaining. The maximum indebtedness will be a not-to-exceed amount of \$27,200.00 to a new maximum indebtedness of \$108,800.00. The FY 22 fee for services from October 1, 2021, to September 30, 2022, is described in Exhibit "B" in the table "Schedule of Proposed Prices/Rates." All other terms and conditions shall remain the same.

Therefore, it is requested, that the City Contract No. 9925-01, with AMI Risk Casualty, INC., for casualty actuarial services() be renewed for the term from October 1, 2021, to September 30, 2022. The fee for the Services from October 1, 2021, to September 30, 2022, as described in Exhibit B, in the table "Schedule of Proposed Prices/Rates." (ii) increase the maximum indebtedness by a not-to-exceed amount of \$27,200.00 for a new total maximum indebtedness of \$108,800.00. All other terms and conditions remain the same.

Thank you for your consideration in this matter.

Attachments:

AMI Risk Casualty, INC., acknowledgement attached
Exhibit "B" Contract Fee Schedule



Risk Consultants, Inc.

1336 S.W. 146th Ct.
Miami, Florida 33184

Tel : (305) 273-1589
Fax: (702) 359-0926

2878 Loveland Dr. #2208
Las Vegas, NV 89109

Tel : (702) 413-6665

June 4, 2021

Ms. Bibinia Centeno, CGFO
Financial and Administrative Manager
City of Jacksonville
117 W. Duval Street, Suite 335
Jacksonville, FL 32202

VIA E-MAIL:
B.Centeno@coj.net

RE: Professional Services Agreement for Casualty Actuarial Services
Contract No. 9925-01

Dear Ms. Centeno:

This is to confirm in writing our interest to have the subject contract renewed for another year effective October 1, 2021 in accordance with the same terms, conditions, and provisions as the original contract.

Thank you for the opportunity to continue working with you in serving the actuarial needs of the City of Jacksonville.

Sincerely,

Aguedo M. Ingeco, FCAS, MAAA, CPCU, ARM
President

AMI Risk Consultants, Inc.

1336 S.W. 146th Ct.
Miami, Florida 33184

Tel: (305) 273-1589
Fax: (305) 330-5427

2878 Loveland Dr. #2208
Las Vegas, NV 89109

Tel: (702) 478-5924

July 17, 2018

Ms. Bibinia Centeno, CGFO
Financial and Administrative Manager
City of Jacksonville
117 W. Duval Street, Suite 335
Jacksonville, FL 32202

VIA E-MAIL:
BCenteno@coj.net

RE: Negotiated Fee for RFP No. P-18-18 Casualty Actuarial Services

Dear Ms. Centeno:

This is to confirm in writing of our agreement on the following negotiated fees in connection with the proposal we submitted in response to RFP No. P-18-18 for Casualty Actuarial Services:

	Term	Fixed Price
Actuarial Services	First (1) year: Report as of 9/30 Annual Report as of 3/31 Interim	\$16,000 \$10,000
Actuarial Services	Additional four (4) year periods: Report as of 9/30 Annual Report as of 3/31 Interim	\$16,000 per year \$10,000 per year
Two (2) on-site visits (including travel expenses)	Per Year	\$1,200 per year or \$600 per visit
Alternative Hourly Rate per Staff Level	Various miscellaneous services; frequency to be determined	Project Manager @\$180/hr. Technical Manager @\$180/hr. Actuarial Assistants @\$110/hr. Clerical Staff @\$40/hr.

Thank you for the trust and confidence that you have given us. We look forward to continue working with you in serving the actuarial needs of the City of Jacksonville.

Sincerely,



Aguedo M. Ingco, FCAS, MAAA, CPCU, ARM
President



City of Jacksonville, Florida

Lenny Curry, Mayor

Division of Insurance and Risk Management
117 West Duval Street
Suite 335
Jacksonville, FL 32202
(904) 630-7521
www.coj.net

ONE CITY, ONE JACKSONVILLE.

MEMORANDUM

August 16, 2021

TO: Gregory Pease, Chairman
Professional Services Evaluation Committee

FROM: Tracy Flynn, Chief
Finance and Administration Department/Risk Management Division

Barbara Holton, Workers' Compensation Claims Manager *BH*
Finance and Administration Department/Risk Management Division

Subject: P19-18 Workers' Compensation Managed Care Services, Renewal, 3rd
Contract Renewal (9926-01)

The current term for the contract 9926-01 with USIS, INC., d/b/a AmeriSys for Workers' Compensation Managed Care Services is from October 1, 2020 to September 30, 2021. Risk Management is exercising the third of four one-year renewal options for the period October 1, 2021 to September 30, 2022 with one one-year renewal option remaining. The maximum indebtedness to the City will be a not-to-exceed amount of \$365,500.00 to a new maximum indebtedness of \$1,409,750.00. The FY22 fee for services October 1, 2021 to September 30, 2022, is described in Exhibit "B" in the table "Schedule of Proposed Prices/Rates". All other terms and conditions shall remain the same.

Accordingly, it is requested, that the City Contract No. 9926-01, with USIS, INC., d/b/a AmeriSys for Workers' Compensation Managed Care services (i) be renewed for the term October 1, 2021 to September 30, 2022. The fee for the Services October 1, 2021 to September 30, 2022 as described in Exhibit B, in the table "Schedule of Proposed Prices/Rates". (ii) increase the maximum indebtedness to the City by a not to exceed amount of \$365,500.00 for a new total maximum indebtedness of \$1,409,750.00. All other terms and conditions remain the same.

Thank you for your consideration in this matter.

Attachments:

USIS, INC., d/b/a AmeriSys acknowledgement attached
Exhibit "B" Contract Fee Schedule

140 Alexandria Boulevard
Suite 11
Oviedo, Florida 32765
1-800-752-0886

AmeriSys★

August 11, 2021

Tracy Flynn
Risk Manager
117 W. Duval Street, Ste 335
Jacksonville, FL 32207

Re : Agreement for Workers' Compensation Managed Care Services

Dear Ms. Flynn:

This is to confirm our agreement to extend the above mentioned contract, in accordance with the extension provisions and amounts outlined Form 1 Price Sheet in proposal P-19-18 June 27, 2018. Other terms of the agreement remain the same.

This contract extension is for contract period October 1, 2021 through September 30, 2022.

Thank you for allowing us to serve your organization and feel free to contact me should you have any questions.

Respectfully submitted,



Ron Warble
Sr. Executive Vice President
USIS, Inc. dba AmeriSys

Cc: Barbara Holton

Form 1 - Price Sheet

NAME OF CONSULTANT USIS, Inc. dba AmeriSys

Proposal Number P-19-18

Proposed Flat Annual Cost for ALL REQUESTED SERVICES:

Term	Proposed Cost
October 1, 2018 – September 30, 2019	\$339,500.00
October 1, 2019 – September 30, 2020	\$348,000.00
October 1, 2020 – September 30, 2021	\$356,750.00
October 1, 2021 – September 30, 2022	\$365,500.00
October 1, 2022 – September 30, 2023	\$374,750.00

Please outline ALL variable costs which are not included above.
No variable costs.

Please confirm that all services outlined in the Transition Phase are included in above pricing.
All services outlined in the Transition Phase are included in the above pricing.



City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Engineering & Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
(904) 255-8762
www.coj.net

ONE CITY, ONE JACKSONVILLE

August 11, 2021

TO: Gregory W. Pease, Chairman
Professional Services Evaluation Committee

THRU: John P. Pappas, P.E. *John P. Pappas*
Director of Public Works

FROM: Thomas H. Goldsbury, P.E., C.B.O. *Thomas H. Goldsbury*
Project Manager
Building Inspection Division

SUBJECT: P-14-17 Professional Design Services for Jacksonville Beach Pier – Review/Design
Amendment 6 Contract Administration Services

The reconstruction of the Jax Beach Pier is proceeding with construction completion scheduled for late spring of 2022. The original contract construction time was estimated to be eighteen months and the amendment to add Contract Administration Services was issued prior to construction bidding, and based on that eighteen month time period. At the pre-bid meeting, the consensus of the bidders was that the job required twenty four months to construct, and the bid was changed to include a twenty four month construction time. At that time we did not go back and modify the Contract Administration Services part of deign contract, which is what is being done with this amendment.

Accordingly, this is to recommend that Contract 3140-33 with RS&H for Professional Design Services for Jacksonville Beach Pier Review and Design be amended to include the attached Scope of Services for Contract Administration, identified as Exhibit "A-4" and Fee Schedule identified as Exhibit "B-5"; to increase the Lump sum amount for Project Management, Pre-Construction Support and Construction support Services by \$27,867.55 to a new total of \$125,151.39, to increase the not-to-exceed amount for Construction and Engineering Inspection by \$176,420.00 to a new total of \$709,351.58; and to increase the maximum indebtedness of the City by \$204,287.55 to a new total of \$1,472,552.24; with all other terms and conditions of the Contract remaining unchanged.

THG

Attachments: Exhibits A-3 & B-3

cc: Lori A. West, Engineering Contract Specialist

SCOPE OF SERVICES – Supplemental Agreement #6

**RFP #P-14-17: Professional Design Services for
Jacksonville Beach Review, Design – Phase III: Construction Support
Department of Public Works
CITY OF JACKSONVILLE, FLORIDA**

I. SCOPE OF PROJECT

1. (Remains unchanged) The Jacksonville Beach Pier (Pier) was damaged by two major hurricanes, Hurricane Matthew and Hurricane Irma. The damage has rendered sections of the Pier unsafe for public use

During Phase II of the project, RS&H, Inc. (RS&H) provided final design services that resulted in the production of contract drawings necessary to reconstruct portions of the Pier.

The objective of Phase III is RS&H, herein called the “Consultant”, to provide support services during the reconstruction of portions of the Pier for the City of Jacksonville, herein called the “Client”.

2. Scope of Work will include (amended for 24-month construction schedule):

A. **Construction Engineering and Inspection (to be performed by England, Thims & Miller, Inc.)** (activities unchanged, extended for 24-month construction schedule)
England, Thims & Miller, Inc. (ETM) will provide on-site Construction Engineering and Inspecting Services. ETM’s complete Scope of Services and Fee Proposal is included as “Attachment A” and is summarized below:

- Monitor Contractor’s on-site construction activities to determine conformance with all governing contract documents
- Provide daily surveillance of Contractor’s Quality Control activities at the project site including verification of materials sampling, testing and certification.
- Analyze Contractor’s schedules for compliance with contract documents and provide a written review of the schedule with any concerns as necessary.
- Provide reports verifying quantity calculations and field measurement for payment purposes.
- Video tape the pre-construction conditions throughout the project limits and provide a photo/video log of project activities.

B. **Post-Design Engineering Services** (activities unchanged, increased for 24-month construction schedule)

RS&H will provide post-design engineering services including Project Management, Pre-Construction Support, Construction Support Services and Additional Tasks as defined below:

Project Management (based on a 24-month Construction Schedule)

- Monthly coordination activities with the City
- Monthly coordination activities with the CEI
- Attend six (8) Quarterly Meetings with the City and CEI
- Monthly invoicing activities

Pre-Construction Support (remains unchanged / completed)

Construction Support Services (increased for 24-month construction schedule)

- Review up to (six) 6 Shop Drawing Submittals and one (1) resubmittal of each.
- Review and respond up to ten (20) Requests for Information (RFIs).
- Review and respond up to two (3) Requests for Modification (RFMs).
- Provide As-Built drawings.

Additional Support Tasks (Limiting Amount Fees) (remains unchanged)

The City will provide written approval before RS&H will perform any "Additional Tasks", examples of which include:

- Review Contractor initiated Design Changes
- Review Contractor initiated Cost Savings Initiatives or Value Engineer Proposals.
- Estimated fee based on weighted average "unloaded" rate of \$49.89/hr x 120 hours.

C. Deliverables (remains unchanged)

- Project photo/video log.
- As-Built Plans

3. Items not included in the Scope of Work are excluded. The following items are Specifically Excluded from the Scope of Work (amended for 24-month construction schedule):

- Additional costs and effort beyond 24-month Construction Schedule
 - Design Services of any kind
4. Additional Services can be provided, if necessary, by negotiated supplemental agreements.

II. TIME SCHEDULE (amended for 24-month construction schedule)

1. Estimated 24-month Construction Schedule. Activities to be concluded within 1 month of Final Acceptance by the City.

III. FEE

Additional Construction and Engineering Inspection will be performed for an Additional Limiting Amount Fee of \$176,420.00.

Additional Post-Design Engineering Services (Project Management, Pre-Construction Support and Construction Support Servs) and to be performed for an Additional Lump Sum Amount of \$27,867.55.

The Additional Total Fee (Lump Sum and Limiting Amount) for this Contract is \$204,287.55.

IV. NOTICE TO PROCEED

No work on this project shall be performed until a contract has been executed and a NTP is issued which specifically authorizes such work, signified by a signed agreement with the Client.

CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

FX 071511 B5

PART I - GENERAL			
1. Project Jacksonville Beach Pier Review; Design - Phase III - SA Construction Time		2. Contract Number P-14-17	
3. Name of Consultant RS&H Inc.		4. Date of Proposal 7-29-21	
PART II - LABOR RELATED COSTS			
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost
Project Manager	\$ 62.60	49	\$ 3,067.40
Principal	\$ 91.40	0	\$ 0.00
Chief Engineer / Architect	\$ 86.22	17	\$ 1,465.74
Senior Engineer	\$ 65.69	18	\$ 1,182.42
Project Engineer / Architect	\$ 53.95	0	\$ 0.00
Engineer (Registered)	\$ 42.84	50	\$ 2,142.00
Designer / Tech (non-registered)	\$ 32.31	18	\$ 581.58
Field Inspector / CBI	\$ 33.29	0	\$ 0.00
Clerical	\$ 24.48	12	\$ 293.76
TOTAL DIRECT LABOR	\$7.00	164	\$ 8,732.90
6. Overhead (Combined Fringe Benefit & Administrative)			
Overhead Rate	190.1 % x Total Direct Labor		
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)			\$ 16,601.24
8. PROFIT: Labor Related Costs (Item 7)		x	10% \$ 2,533.41
PART III - OTHER COSTS			
9. Miscellaneous Direct			
Transportation & Shipping			\$ 0.00
Original Reproducibles			\$ 0.00
Reproduction			\$ 0.00
Counter			\$ 0.00
MISCELLANEOUS DIRECT COSTS SUB-TOTAL			\$ -
10. SUBCONTRACTS (Lump Sum)			
SUB-CONTRACT SUB-TOTAL			\$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)			\$ 27,867.55
11. REIMBURSABLE COSTS (Limiting Amount)			
RS&H - Additional Tasks (to be approved by the City)			\$ 0.00
England, Thims & Miller (CEI Services)			\$ 176,420.00
SUB-TOTAL REIMBURSABLES			\$ 176,420.00
PART IV - SUMMARY			
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)			\$ 204,287.55

**ESTIMATE OF WORK EFFORT AND FEE FOR
STRUCTURAL ENGINEERING AND EVALUATION**

CONSULTANT: RS&H Inc. CONTRACT NO.: P-14-17				NAME OF PROJECT: Jacksonville Beach Pier Review, Design - Phase III - SA #6 FROM: N/A TO: N/A LENGTH: N/A						
ESTIMATOR NAME / DATE: S. Stumes / 7-29-21										
No. / ACTIVITY	Project Manager		Principal		Chief Engineer / Architect		Senior Engineer		Project Engineer / Architect	
	RATE/HR	\$	RATE/HR	\$	RATE/HR	\$	RATE/HR	\$	RATE/HR	\$
	62.60		91.40		86.22		65.69		53.95	
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
Project Management / Coordination	24	\$1,502.40	0	\$0.00	9	\$775.98	0	\$0.00	0	\$0.00
Pre-Construction Support	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Constructin Support Services	25	\$1,565.00	0	\$0.00	8	\$689.76	18	\$1,182.42	0	\$0.00
TOTAL	49	\$3,067.40	0	\$0.00	17	\$1,465.74	18	\$1,182.42	0	\$0.00

No. / ACTIVITY	Engineer (Registered)		Designer / Tech (non-registered)		Field Inspector / CBI		Clerical		MAN	SALARY	AVG.	SALARY
	RATE/HR	\$	RATE/HR	\$	RATE/HR	\$	RATE/HR	\$	HOURS			
	MAN	LABOR	MAN	LABOR	MAN	LABOR	MAN	LABOR	BY	COST BY	HOURLY	DIST.
	42.84		32.31		33.29		24.48					
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	ACTIVITY	ACTIVITY	COST	%
Project Management / Coordination	21	\$899.64	0	\$0.00	0	\$0.00	12	\$293.76	66	\$3,471.78	\$52.60	39.8
Pre-Construction Support	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0.0
Constructin Support Services	29	\$1,242.36	18	\$581.58	0	\$0.00	0	\$0.00	98	\$5,261.12	\$53.68	60.2
TOTAL	50	\$2,142.00	18	\$581.58	0	\$0.00	12	\$293.76	164	\$8,732.90	\$53.25	100.0

Attachment "A"

June 29, 2021

Steven Starnes, P.E.
Senior Bridge Engineer
RS&H
10748 Deerwood Park Blvd. South
Jacksonville, FL 32256

RE: Jacksonville Beach Pier Replacement - CEI services Amendment 1 Request
ETM No.: 19-145-00

Dear Steve:

As you are aware, the original CEI Scope duration was for 18 months. However, the contract for construction ended up being changed to 24 months. When I was speaking with Tom, he simply requested a 6-month extension with the same scope/responsibilities and contract rates to our current contract versus the current project end date. Below are the 2021 invoices, invoice average (\$29,403.10) and the extended 6-month requested amount of \$176,420.

<u>Month</u>	<u>Amount</u>
January	\$27,252.71
February	\$29,185.35
March	\$33,196.87
April	\$27,236.41
May	\$30,144.16
Average	\$29,403.10

Requested Amount = 6 (\$29,403.10) = \$176,420. Please let me know if you need anything else.

Sincerely,
England-Thims & Miller, Inc.

Kent A. Ponder, P.E.
Shareholder / Senior Project Engineer

Jacksonville Beach Pier, Phase III Post-Design Services - RS&H Staff Hour Estimate

Additional work to be performed under Supplemental Agreement #6 due to 6 month change in construction time.

PM / Coordination Tasks	#	Hrs (ea)	Total Hrs	Notes / Comments
Monthly Coordination with COJ	6	2	12	Phone calls, etc with COJ
Weekly Coordination with CEI/ETM	6	4	24	Phone calls, etc with CEI/ETM
Quarterly Status Meetings with COJ & ETM	2	3	6	Face-to-Face meeting
Monthly Invoices	6	4	24	Process and review subs & RSH, submit to City
			66	

Pre-Construction Support Tasks	#	Hrs (ea)	Total Hrs	Notes / Comments
Pre-Bid Meetings	0	8	0	task completed
Answering Pre-Bid Questions	0	8	0	task completed
Pre-Construction Meeting	0	8	0	task completed
			0	

Construction Support Tasks	#	Hrs (ea)	Total Hrs	Notes / Comments
Shop Drawing Reviews	0	0	0	task complete / included previously
RFIs (request for information)	10	6	60	10 submittals @ 6 hours each
RFMs (request for modification)	1	32	32	1 submittals @ 32 hours each
Site Visits	3	2	6	approx 1 visit every 2 months
As-Built Plans	0	0	0	already included in original
			98	

Additional Tasks	#	Hrs (ea)	Total Hrs	Notes / Comments
0	0	0	0	0
			0	



City of Jacksonville, Florida
PROCUREMENT DIVISION

ONE CITY. ONE JACKSONVILLE.

MEMORANDUM

August 10, 2021

TO: Gregory Pease, Chairman
Professional Services Evaluation Committee

FROM: Michael Chao, Chief
Municipal Code Compliance

Subject: Certification Letter for P-26-21 Asbestos Abatement Consulting Services

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

The following information is furnished in accordance with chapter 126.302 of the City Ordinance Code.

1. The general purpose of the service or study:
See attached RFP
2. The Objective of the study or services:
To make available professional services as stated in the RFP.
3. The estimated period of time needed for the service or study:
Three (3) years.
4. The estimated cost of the service or study:
The services in question have cost approximately \$570,015.00 over the life of the current contract.

5. Whether the proposed study or service will not duplicate a prior or existing work.
No.
6. List of current contracts or prior services or studies which are related to the proposed study or service
P-71-17
7. A statement as to why the service/study cannot be done by department or agency staff:
The Agency does not have any employees who are trained as Asbestos Surveyors, nor does the Agency have the lab and testing equipment required to accurately determine the presence or absence of ACM/RACM in test samples.
8. The names and telephone numbers of two representatives from the using agency designated to serve on the evaluation committee as subcommittee members:
Division Chief Michael Chao; 904-255-7015
Contract Compliance Manager Kristin De Han; 904-255-7066
9. A project funding account number: Funding will be identified at the time purchase orders are issued for these services
11545-176002-534100-0000000-00000000-00000000
10. The names and addresses of specific consultants the using agency wishes to be included in the solicitation process:
C. Eric Webb for Apex Companies, LLC
5220 Shad Road, Suite 203
Jacksonville, FL 32257 CEWebb@apexccs.com
11. A signed statement to the effect the individuals responsible for developing the scope and Certification letter and the two individuals named herein to serve as subcommittee Members, have read and understand the Procurement Manual and Procurement Committee Guidelines dated May, 2018



Division Chief, Municipal Code Compliance
TITLE



Contract Compliance Manager
TITLE



City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Engineering & Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
(904) 255-8762
www.coj.net

ONE CITY. ONE JACKSONVILLE.

TO: Greg Pease, Chairperson
Professional Services Evaluation Committee

THRU John P. Pappas, P. E. *John P. Pappas*
Director of Public Works

FROM: Bill Joyce, P. E., Operations Director *Bill Joyce*
Department of Public Works
Robin Smith, P. E., Chief *Robin Smith*
Engineering and Construction Management Division

08/17/21 09:40:02
Procurement Document

DATE: August 17, 2021

RE: **REQUEST FOR PROPOSALS – RFP NO. P-13-21
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES ON HANDICAP RAMP
DESIGN-BUILD PROJECTS - ANNUAL CONTRACT**

Please take appropriate action to issue the attached Request for Proposals (RFP) for subject professional services.

The following information is furnished as required by the Ordinance Code and Procurement Department Regulations:

1. The general purpose of these services is stated in the accompanying RFP.
2. The objective of this request is to make available professional services as stated in the RFP.
3. The services shall be performed in accordance with negotiated time schedules.
4. The cost for these services is estimated at approximately \$2,000,000.
5. These services will not duplicate prior or existing work.
6. There are no current or prior services directly related to this request.
7. Coordination has been completed between the pertinent Divisions of the Department of Public Works for proper utilization of these services.
8. The Department of Public Works does not have the in-house capabilities to provide these services.

9. A subcommittee composed of Bill Joyce, P. E., Operations Director, Department of Public Works, 255-8762; and Robin Smith, P. E., Chief, Engineering and Construction Management Division, 255-8710; is assigned to review submittals for this RFP.
10. Internal Services administrative costs should be charged to Account No. PWEN011AD.
11. Funding will be identified at the time purchase orders are issued for these services.
12. All firms who have expressed an interest in furnishing Construction Inspection Services as detailed in the RFP should be mailed a notice of this RFP.
13. The subcommittee members assigned to this RFP have read and understand the Procurement Administrative Code dated October 2005.
14. Three (3) weeks is believed to be sufficient time for interested parties to respond to this RFP.

We certify the contents of this memorandum are correct and true to the best of our knowledge.

WJJ:dh

Attachment: Request for Proposals
Risk Management Approval (sent by e-mail)
EBO Approval (sent by e-mail)

cc: David D. Hahn, P. E., Manager, Paving & Drainage Design Section
Lori West, Contract Specialist, Engineering Division



City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Engineering & Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
(904) 255-8762
www.coj.net

ONE CITY, ONE JACKSONVILLE.

TO: Greg Pease, Chairperson
Professional Services Evaluation Committee

THRU John P. Pappas, P. E. *John Pappas*
Director of Public Works

FROM: Bill Joyce, P. E., Operations Director
Department of Public Works

Robin Smith, P. E., Chief
Engineering and Construction Management Division

08/19/21 09:40:19
Procurement DocuClick

DATE: August 17, 2021

RE: **REQUEST FOR PROPOSALS – RFP NO. P-14-21**
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR
THE LASALLE DRAINAGE DESIGN-BUILD PROJECT

Please take appropriate action to issue the attached Request for Proposals (RFP) for subject professional services.

The following information is furnished as required by the Ordinance Code and Procurement Department Regulations:

1. The general purpose of these services is stated in the accompanying RFP.
2. The objective of this request is to make available professional services as stated in the RFP.
3. The services shall be performed in accordance with negotiated time schedules.
4. The cost for these services is estimated at approximately \$4,000,000.
5. These services will not duplicate prior or existing work.
6. There are no current or prior services directly related to this request.
7. Coordination has been completed between the pertinent Divisions of the Department of Public Works for proper utilization of these services.
8. The Department of Public Works does not have the in-house capabilities to provide these services.

9. A subcommittee composed of Bill Joyce, P. E., Operations Director, Department of Public Works, 255-8762; and Robin Smith, P. E., Chief, Engineering and Construction Management Division, 255-8710; is assigned to review submittals for this RFP.
10. Internal Services administrative costs should be charged to Account No. PWEN011AD.
11. Funding will be identified at the time purchase orders are issued for these services.
12. All firms who have expressed an interest in furnishing Construction Inspection Services as detailed in the RFP should be mailed a notice of this RFP.
13. The subcommittee members assigned to this RFP have read and understand the Procurement Administrative Code dated October 2005.
14. Three (3) weeks is believed to be sufficient time for interested parties to respond to this RFP.

We certify the contents of this memorandum are correct and true to the best of our knowledge.

WJ:dh

Attachment: Request for Proposals
Risk Management Approval (sent by e-mail)
EBO Approval (sent by e-mail)

cc: David D. Hahn, P. E., Manager, Paving & Drainage Design Section
Lori West, Contract Specialist, Engineering Division



City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Engineering & Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
(904) 255-8782
www.coj.net

ONE CITY, ONE JACKSONVILLE

TO: Gregory W. Pease, Chairman
Professional Services Evaluation Committee

THRU: John P. Pappas, P.E. *John P. Pappas*
Director

FROM: Robin G. Smith, P.E., Chief *Robin G. Smith*
Engineering and Construction Management Division
Steven D. Long, Jr., P.E., Chief *Steven D. Long, Jr.*
Right-of-Way and Stormwater Maintenance

SUBJECT: P-11-17 St. Johns Bluff Road Sidewalk Improvement Projects
Contract 10101-01 Amendment 2 PO 600600-20-021

Additional post design and construction services are needed for the St. Johns Bluff Road Sidewalk Improvement projects, therefore the not to exceed limit needs to be increased. There is no rate change associated with this increase. Negotiations with the consultant have resulted in the attached Scope of Services, Exhibit E. Civil Services, Inc. is committed to meeting the 20% JSEB participation goals established for this contract.

Accordingly, this is to recommend that Contract 10101-01, originally executed November 2, 2017 between the City and Civil Services, Inc. for St. Johns Bluff Road Sidewalk Improvement Project, be amended to incorporate the attached Scope of Services, Exhibit E, to increase the exceed limits for Post Design Services for the East Side in the amount of \$14,000.00 to a new limit of \$28,000.00 and the West Side by \$16,000.00 to a new limit of \$26,000.00, thereby increasing the maximum indebtedness by \$30,000.00 to a new maximum of \$421,945.70. All other terms and conditions are as provided in the RFP and the City's standard contract language.

Funding for this project is as follows:

	ACCOUNTS:	TOTAL
001059 (East)	001060 (West)	
PWSD Fair Share Exp-Rd & St Fac.	PWSD Fair Share Exp-Rd & St Fac	
565050	565050	
2	2	
10103-343903	10103-361101	
\$14,000.00	\$16,000.00	\$30,000.00
JPP/mw		

Attachment: Exhibits E & F

cc: Lori West, PW Contract Specialist, Engineering and Construction Management
David D. Hahn, P.E., Engineer Manager

RP



ROADWAY • CIVIL • BRIDGE • WATER RESOURCES
Jacksonville • Atlanta • West Palm Beach • New Orleans

July 01, 2021

David Hahn, PE (Engineer Manager)
Engineering Design Section
City of Jacksonville
214 N. Hogan Street, 10th Floor
Jacksonville, Florida 32202

P-11-17 East Sidewalk Improvements, St. Johns Bluff Road

Mr. Hahn,

Our Post Design work was more time consuming than was expected. To ensure adequate funding during the construction phase, we are requesting an additional \$14,000 be added to this reimbursable line item in our Contract.

A handwritten signature in black ink, appearing to read "Chris E. Morse", with a horizontal line underneath.

Christopher E. Morse, PE
Design Contract Manager



ROADWAY • CIVIL • BRIDGE • WATER RESOURCES
Jacksonville • Atlanta • West Palm Beach • New Orleans

July 01, 2021

David Hahn, PE (Engineer Manager)
Engineering Design Section
City of Jacksonville
214 N. Hogan Street, 10th Floor
Jacksonville, Florida 32202

P-11-17 West Sidewalk Improvements, St. Johns Bluff Road

Mr. Hahn,

Our Post Design work was more time consuming than was expected. To ensure adequate funding during the construction phase, we are requesting an additional \$16,000 be added to this reimbursable line item in our Contract.

A handwritten signature in black ink, appearing to read 'CEM', with a horizontal line underneath.

Christopher E. Morse, PE
Design Contract Manager

CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL			
1. Project	St Johns Bluff Road Sidewalk Design East Side	2 City RFP No. / Contract No.	P-11-17 / 10101-01
3. Name of Consultant	Civil Services, Inc.	4 Date	July 1, 2021
PART II - LABOR RELATED COSTS			
5. Direct Labor (Limiting Amount)	Hourly Rate	Estimated Hours	Estimated Cost
Project Manager	\$58.55		\$ -
Sr. Drainage Engineer	\$44.23		\$ -
Roadway Engineer	\$44.85		\$ -
Designer	\$26.00		\$ -
Clerical	\$24.23		\$ -
TOTAL DIRECT LABOR			\$ -
6. Overhead (Combined Fringe Benefit & Administrative)	Overhead Rate 175 % x Total Direct Labor		\$ -
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)			\$ -
8. PROFIT: Labor Related Costs (Item 7)		X	10 %
PART III - OTHER COSTS			
9. Miscellaneous Direct Costs (Lump Sum)	Quantity	Unit Cost	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL			
10. SUBCONTRACTS (LUMP SUM)			
SUB-CONTRACT SUB-TOTAL			
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)			\$ -
11. REIMBURSABLE COSTS (Limiting Amount)			
Post Design/Construction Phase Services (To be invoiced at current hourly rates and multipliers)			\$ 14,000.00
SUB-TOTAL REIMBURSABLES			
PART IV - SUMMARY			
TOTAL AMOUNT OF AMENDMENT 2 (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 & 11)			\$ 14,000.00
CURRENT CONTRACT AMOUNT			\$ 250,515.61
NEW CONTRACT AMOUNT			\$ 264,515.61

CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL				2 City RFP No. / Contract No.
1. Project	St Johns Bluff Road Sidewalk Design West Side			P-11-17 / 10101-01
3. Name of Consultant	Civil Services, Inc.			4 Date July 1, 2021
PART II - LABOR RELATED COSTS				
5. Direct Labor (Limiting Amount)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Project Manager	\$58.55		\$ -	
Sr. Drainage Engineer	\$44.23		\$ -	
Roadway Engineer	\$44.85		\$ -	
Designer	\$26.00		\$ -	
Clerical	\$24.23		\$ -	
TOTAL DIRECT LABOR			\$ -	
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate 175 % x Total Direct Labor				
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)			\$ -	
8. PROFIT: Labor Related Costs (Item 7)				
		X	10 %	\$ -
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs (Lump Sum)	Quantity	Unit Cost		
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				
10. SUBCONTRACTS (LUMP SUM)				
SUB-CONTRACT SUB-TOTAL				
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				
11. REIMBURSABLE COSTS (Limiting Amount)				
Post Design/Construction Phase Services (To be invoiced at current hourly rates and multipliers)			\$ 16,000.00	
SUB-TOTAL REIMBURSABLES				
PART IV - SUMMARY				
TOTAL AMOUNT OF AMENDMENT 2 (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 & 11)				\$ 16,000.00
CURRENT CONTRACT AMOUNT				\$ 141,430.09
NEW CONTRACT AMOUNT				\$ 157,430.09

INFORMATION TECHNOLOGIES DIVISION



DATE: August 12, 2021

TO: Greg Pease, Chief of Procurement Division

THRU: Kenneth E. Lathrop, Chief of Information Technologies / CIO

FROM: Thomas Ossi, Technology Contract and Records Manager

RE: Application Development Analyst with AR International Enterprises, Inc. -
Single Source Award Request

Kenneth E. Lathrop
Digitally signed by Kenneth E. Lathrop
Date: 2021.08.13 07:32:29 -04'00'

THOMAS OSSI
Digitally signed by THOMAS OSSI
Date: 2021.08.12 11:33:30 -04'00'

SS-1856-21

The Information Technologies Division (ITD) is requesting approval to enter into an agreement for an Application Development Analyst with AR International Enterprises, Inc. Dinesh Thota started working at ITD on February 5, 2018 and will continue working as an Application Development Analyst.

The hourly supplier rate for the Analyst is \$73.00 for a total of 1920 hours. The term of the agreement will begin on September 1, 2021 and continue through August 31, 2022.

AR International Enterprises, Inc. is the only vendor who will provide H1B sponsorship for the Analyst. The Analyst has completed the system analysis on multiple systems. His current assignments are the Employee Information System for Public Safety, the Returned Items System for Tax Collector, and the Mobile Device Billing for ITD billing. The Analyst is currently serving as the subject matter expert and ITD will require his expertise and working knowledge to complete the systems.

The total not-to-exceed amount for this request is \$140,160.00.

FUNDING SOURCE: 53101.113001.531090

Tracy Geake
Digitally signed by Tracy Geake
Date: 2021.08.12 15:00:10 -04'00'

Your favorable consideration of our request is greatly appreciated.

Attachments: Single Source Request
Vendor Quote
Vendor Single Source Letter

CC: Paul Freeman, Enterprise Applications Manager
Cheryl Bradley, Applications Development Project Manager

SINGLE SOURCE REQUEST

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

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

The Information Technologies Division (ITD) requests approval to enter into a new agreement for Dinesh Thota with AR International Enterprises, Inc. The analyst has 10 years of IT experience and was hired as an IT contractor on February 5, 2018. His specialized knowledge and skills is required to complete the following projects; the Employee Information System for Public Safety, the Returned Items Systems for Tax Collector and the Mobile Device Billing for ITD.

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

AR International Enterprises, Inc. sponsored the IT consultant on an H1B visa.

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:

Research conducted found that AR International is the only vendor authorized to sponsor the IT consultant. The supplier submitted a sole source letter to confirm its status.



AMERICAN RECRUITING & CONSULTING GROUP

2200 North Commerce Parkway, Suite 200
Weston, FL 33326
O: 954.342.0550
F: 954.301.7965

August 5, 2021

City of Jacksonville, Information Technologies Division
RE: Single Source

To Whom It May Concern:

This letter is in reference to Dinesh R. Thota, Applications Development Analyst. Dinesh possesses a unique set of skills and knowledge in the IT space and is required for the success of Shirley Bradley's projects for Public Safety, Information Systems, and Mobile Device Systems.

The position requires practical application of specialized knowledge and skills and this position is essential to the outcome of these above mentioned projects

In addition, the consultant is a sponsored candidate on an H1B visa and has been working through AR International Enterprises Inc (dba American Recruiting & Consulting Group) for several years now.

The start date for his continuation of IT consulting services *will begin on September 1, 2021*, and will continue through project completion with a vendor bill rate of \$73.00 per hour.

Should you have any questions, please don't hesitate to contact me at 904-289-8828.

Sincerely,

D.A. Longhi
Sr. Account Manager



Requisition FAIT-500917-21

Page 1 of 1

Requisitioning BU FAIT: Information Technologies
Entered By Sabrina James
Status Pending approval
Description FY2021 Application Development
Analyst - Dinesh Thota

Requisition Amount 140,160 USD
Justification
Funds Status Reserved

Emergency Requisition No

Attachments

Title	File Name or URL	Description
P-48-20 PB#1 PSEC Procurement	P-48-20 PB#1 PSEC Procurement Award - Amendment 1 JAN 14 2021 .pdf	PSEC P-48-20
Dinesh R. Thota City of Jackso	Dinesh R. Thota City of Jacksonville Extension 2021 .pdf	Request for Extension
ARC International - Dinesh Tho	ARC International - Dinesh Thota - SINGLE SOURCE REQUEST FORM 8-10-2021 .pdf	Single Source
AR International - Dinesh Tho	AR International - Dinesh Thota-Single Source Procure Memo 8-12-2021_ .pdf	Procurement Memo

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
1		Application Development Analyst - Dinesh Thota (\$73hr) Period of coverage 9/1/21 - 8/31/22; P-48-20/SOF# 80101507-SA-19-1	962.58 Professiona I Services (Not Otherwise Classified)			USD	140,160	Pending approval	Reserved

Requester Charyl Bradley
Urgent No
Requested Delivery Date
Supplier AR International Enterprises, Inc.
Supplier Site
Supplier Contact
Contact Phone

Deliver-to Location Ed Ball 9th Floor
Charge
Deliver-to Address 214 North Hogan Street, 9TH FLOOR, Jacksonville, FL 32202.
Duval, United States
Charge Account 53101.113001.531090 0000000.000000
Note to Buyer 00.000000.00000000

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



2200 North Commerce Parkway, Suite 200
Weston, FL 33326
O: 954.342.0550
F: 954.301.7965

August 5, 2021

City of Jacksonville, Information Technologies Division
RE: Single Source

To Whom It May Concern:

This letter is in reference to Dinesh R. Thota, Applications Development Analyst. Dinesh possesses a unique set of skills and knowledge in the IT space and is required for the success of Shirley Bradley's projects for Public Safety, Information Systems, and Mobile Device Systems.

The position requires practical application of specialized knowledge and skills and this position is essential to the outcome of these above mentioned projects

In addition, the consultant is a sponsored candidate on an H1B visa and has been working through AR International Enterprises Inc (dba American Recruiting & Consulting Group) for several years now.

The start date for his continuation of IT consulting services *will begin on September 1, 2021*, and will continue through project completion with a vendor bill rate of \$73.00 per hour.

Should you have any questions, please don't hesitate to contact me at 904-289-8828.

Sincerely,


D.A. Longhi
Sr. Account Manager

CORPORATE RESOLUTION
OF
AR INTERNATIONAL ENTERPRISES, INC.

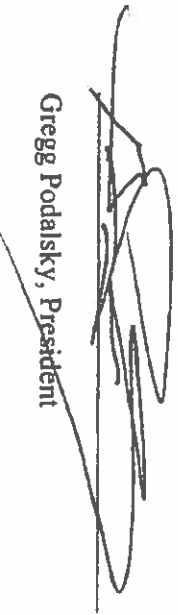
We, the undersigned, being all the Directors and Shareholders of AR International Enterprises, Inc., in the form prescribed by the Florida Financial Services commission and Chapter 517 of the Florida Statutes, organized and existing under the laws of Florida, and having its principal place of business at 2200 North Commerce Parkway, Suite 200, Weston, FL 33326 (the "Corporation"), hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Directors and Shareholders of the Corporation duly held and convened on, April 17, 2017, at which a quorum of the Board of Directors was present and voicing throughout, and that such resolution has not been modified, rescinded or revoked, and at present in full force and effect.

Therefore, it is resolved:

That Michelle Cachinero-Podalsky is authorized to sign and execute contracts on behalf of the Corporation.

By affirmative votes noted as signatures below, a majority vote of the Members of AR International Enterprises, Inc. with authority to bind the Company approves the form and content of this resolution, to be effective immediately.

DIRECTORS

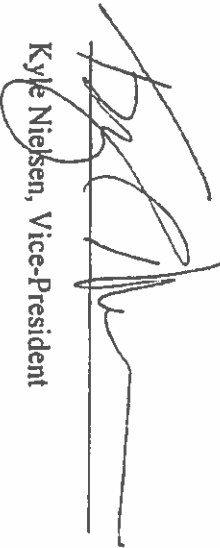


Gregg Podalsky, President

Date

APRIL 17, 2017

SHAREHOLDERS



Kyle Nielsen, Vice-President

Date

APRIL 17, '17

Circle this L.S. as there is no corporate seal.

Purchase Order 0B02904-0



Purchase Order	0B02904-0
Order Date	19-FEB-2020
Buyer Order	0
Change Order Date	19-FEB-2020
Revision	0
Original	65,335.00 USD
Revision Number	
Specification Number	P-42-17 City Contract#9907-06 Amend#1

All pricing slips, invoices, and correspondence must reference the purchase order number.

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

Supplier AR International Enterprises, Inc.
 2200 North Commerce Parkway
 Suite 200
 DAVIE, FL 33326

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

Ship To Ed Ball 9th Floor
 214 North Hogan Street
 9TH FLOOR
 JACKSONVILLE, FL 32202 US

Notes:


Supplier Number	Payment Terms	Freight Terms	FOR	Shipper Method
20603	Net 30	Freight Prepaid	FOB Destination	Best Way
Buyer Sokkar Muon				
E-mail: smuon@coj.net				

Line Item	Price	Quantity	UOM	Ordered	Taxable
1	73.00		Hour		
Per P-42-17.. State Contract# 80101507-SA-15-1.. CITY CONTRACT# 9907-06 .. Applications Development Analyst - Dinesh Thota. \$73hr. Period of Coverage 10/1/19-6/30/20					
		Promised	895	Hour	65,335.00
		Requested			

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

Line Total	65,335.00
	65,335.00

Purchase Order 0B02904-0

<p>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</p>	<p>Approved by Gregory Pease, Chief Procurement Division</p> 
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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.

June 11, 2020

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Curry:

Re: **P-42-17 Professional Services State of Florida IT Staff Augmentation (Amendment No. 5)**
Information Technologies Division (ITD)

The Professional Services Evaluation Committee met today via ZOOM Meeting ID# 259 925 317 for the purpose of amending the above referenced contract.

The following motion/recommendation was adopted:

That the Piggybacking Award for the State of Florida Contract No. 80101507-SA-15-1 for ITD for IT Staff Augmentation is amended to: (i) extend the Period of Service from July 1, 2020 through August 31, 2021; (ii) increase the maximum amount in Section IV of the award from \$540,000.00 to a new not-to-exceed amount of \$715,000.00 for each agreement; and (iii) increase the maximum indebtedness by \$1,965,000.00 to a new not-to-exceed total maximum amount of \$7,465,000.00 for all agreements authorized by this approval. All other terms and conditions, as previously amended, shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,


Gregory Besco, Chief
Procurement Division
Chief, Professional Services
Evaluation Committee

APPROVED:


Lenny Curry, Mayor

This 12 day of June 2020

GP ad
Council Auditor
James McCon, OGC
Melba Gray, GAD
Subcommittee Members

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Audit
Executive Order #0-2019-02

INFORMATION TECHNOLOGIES DIVISION



DATE: August 12, 2021

TO: Greg Pease, Chief of Procurement Division

THRU: Kenneth E. Lathrop, Chief of Information Technologies / CIO

FROM: Thomas Ossi, Technology Contract and Records Manager

RE: Application Development Analyst with AR International Enterprises, Inc. -
Single Source Award Request

Kenneth E. Lathrop
Digitally signed by Kenneth E. Lathrop
Date: 2021.08.13 07:32:55 -0400

THOMAS OSSI
Digitally signed by THOMAS OSSI
Date: 2021.08.12 11:50:31 -0400

SS-10965-21

The Information Technologies Division (ITD) is requesting approval to enter into an agreement for an Application Development Analyst with AR International Enterprises, Inc. Venkat Maddreddy started working at ITD on December 18, 2017 and will continue working as an Application Development Analyst.

The hourly supplier rate for the Analyst is \$73.00 for a total of 1920 hours. The term of the agreement will begin on September 1, 2021 and continue through August 31, 2022.

AR International Enterprises, Inc. is the only vendor who will provide H1B sponsorship for the Analyst. The Analyst has completed the system analysis on multiple systems. His current assignments are the Real Estate Applications for Real Estate Division, Tax Collector Applications, Lien Tracking and City Council Applications, Parking Citation, and 1Cloud Applications. The Analyst is currently serving as the subject matter expert and ITD will require his expertise and working knowledge to complete the systems.

The total not-to-exceed amount for this request is \$140,160.00.

FUNDING SOURCE: 53101.113001.531090

Tracy Geake
Digitally signed by Tracy Geake
Date: 2021.08.12 15:01:28 -0400

Your favorable consideration of our request is greatly appreciated.

Attachments: Single Source Request
Vendor Quote
Vendor Single Source Letter

CC: Paul Freeman, Enterprise Applications Manager
Richard Reilly, Applications Development Project Manager

SINGLE SOURCE REQUEST

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

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

The Information Technologies Division (ITD) requests approval to enter into a new agreement for Venkat Maddireddy with AR International Enterprises, Inc. The analyst has 10+ years of IT experience and was hired as an IT contractor on December 18, 2017. He has the required specialized knowledge and skills and is currently working on Real estate Applications, Tax Collector Applications, and migration of other critical projects.

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

AR International Enterprises, Inc. sponsored the IT consultant on an H1B visa.

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:

Research conducted found that AR International is the only vendor authorized to sponsor the IT consultant. The supplier submitted a sole source letter to confirm its status.



2200 North Commerce Parkway, Suite 200
Weston, FL 33326
O: 954.342.0550
F: 954.301.7965

August 5, 2021

City of Jacksonville, Information Technologies Division
RE: Single Source

To Whom It May Concern:

This letter is in reference to Venkata Maddireddy, Applications Development Analyst. Venkata possesses a unique set of skills and knowledge in the IT space and is required for the success of the Real Estate and Tax Collector applications projects.

This position requires practical application of specialized knowledge and skills and this position is essential to the outcome of these above mentioned projects

In addition, the consultant is a sponsored candidate on an H1B visa and has been working through AR International Enterprises Inc (dba American Recruiting & Consulting Group) for several years now.

The start date for his continuation of IT consulting services *will begin on September 1, 2021*, and will continue through project completion with a vendor bill rate of \$73.00 per hour.

Should you have any questions, please don't hesitate to contact me at 904-289-8828.

Sincerely,

D.A. Longhi
Sr. Account Manager

Contractor: Venkat Maddireddy
 City Contract: 9907-05 Amendment 6
 1Cloud Purchase Order: 0802905-0

FY2020	
Start Date	7/1/2020
End Date	9/30/2020
Total Days	91
Total Work Days	66
Holidays	-2
Work Days - Holidays	64
Hours	512
Rate	\$73.00
Total	\$37,376.00

FY2021	
Start Date	10/1/2020
End Date	8/31/2021
Total Days	334
Total Work Days	239
Holidays	-10
Work Days - Holidays	229
Hours	1832
Rate	\$73.00
Total	\$133,736.00

2020-2021 Holiday Schedule	
Independence Day	7/3/2020
Labor Day	9/7/2020
Veterans Day	11/11/2020
Thanksgiving	11/26/2020
Day After Thanksgiving	11/27/2020
Christmas Eve	12/24/2020
Christmas Day	12/25/2020
New Year's Day	1/1/2021
Martin Luther King's Day	1/18/2021
President's Day	2/15/2021
Memorial Day	5/31/2021
Independence Day	7/5/2021

Amendment 2 Increase (FY19+FY20)	\$171,112.00
Current Maximum Indebtedness	\$370,256.00
Revised Maximum Indebtedness	\$541,368.00

Purchase Order 0B02905-0



Purchase Order	0B02905-0
Order Date	19-FEB-2020
Change Order	0
Original Order Date	19-FEB-2020
Revision	0
Ordered	61,612.00 USD
Requisition Number	
Solicitation Number	P-42-17 City Contract#9907-05

All pricing applies, invoices, and correspondence must reference the purchase order number

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

Supplier AR International Enterprises, Inc.
 2200 North Commerce Parkway
 Suite 200
 DAVIE, FL 33326

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

Ship To Ed Ball 9th Floor
 214 North Hogan Street
 9TH FLOOR
 JACKSONVILLE, FL 32202 US

Notes:


Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
20603	Net 30		FOB Destination	Best Way
Buyer Sokhtar Muon E-mail: smuon@coj.net				

Line Item	Price	Quantity	UOM	Ordered	Taxable
1	73.00		Hour		
Per P-42-17.. State Contract# 80101507-SA-15-1.. Applications Development Analyst - Venkat Maddireddy.. \$73hr.. Period of Coverage 10/1/19-6/30/20.. CITY CONTRACT# 9907-05					
		Promised			
		844	Hour		61,612.00
		Requested			

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

Line Total	61,612.00
	64,612.00

Purchase Order 0B02905-0

<p>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</p>	<p>Approved by Gregory Pease, Chief Procurement Division</p> 
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INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

DATE: January 6, 2021

TO: Greg Pease, Chief of Procurement Division

THRU: Kenneth E. Lathrop, Chief of Information Technologies / CIO

Kenneth E. Lathrop	Digitally signed by Kenneth E. Lathrop Date: 2021.01.07 08:53:01 -0500
--------------------	---

FROM: Elizabeth Brown, IT Operations Manager

Elizabeth Brown	Digitally signed by Elizabeth Brown Date: 2021.01.08 15:27:44 -0500
-----------------	--

RE: P-48-20 PB#1 State of Florida IT Contract No. 80101507-SA-19-1

AM #1

The Information Technologies Division (ITD) requests approval to amend PSEC award P-48-20 PB#1 State of Florida IT Contract No. 80101507-SA-19-1. The State Contract was competitively procured by the Department of Management Services (DMS) via Request for Proposal (RFP) 15-80101507-SA-D for IT Staff Augmentation Services.

The State awarded 243 contractors on the State Contract. Each contractor submitted hourly pricing for the various IT services. The hourly rates for these services are divided into approximately 284 variants based on job title and experience level. The full listing of rates is posted at:

[https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts/state_term_contracts/information_tech](https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts/state_term_contracts/information_technology_staff_augmentation_servicesa2)

ITD Management recommends the period of services be amended to begin on December 7, 2020, and continue through November 30, 2022. ITD management requests to increase this award's maximum indebtedness by \$3,287,120.00, which will bring the maximum indebtedness from \$80,640.00 to \$3,367,760.00. The increase will allow ITD to transition existing IT Staff Augmentation contracts to this award and initiate new agreements, as needed, to fulfill critical IT staff requirements.

Funding for this award will be encumbered from various sources, including project funds. Other City Agencies, Departments, and Divisions may use this award for IT-specific projects with ITD Management's approval.

Your favorable consideration of ITD's request is appreciated.

Attachments: Procurement Award P-48-20

Tracy Geake	Digitally signed by Tracy Geake Date: 2021.01.08 15:41:30 -0500
-------------	--

CC: Thomas Ossi, Technology Contract and Records Manager
Alexander Ciprian, IT Contract Administrator



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.

June 11, 2020

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Curry:

Re: **P-42-17 Professional Services State of Florida IT Staff Augmentation (Amendment No. 5)**
Information Technologies Division (ITD)


The Professional Services Evaluation Committee met today via ZOOM Meeting ID# 259 925 317 for the purpose of amending the above referenced contract.

The following motion/recommendation was adopted:

That the Piggybacking Award for the State of Florida Contract No. 80101507-SA-15-1 for ITD for IT Staff Augmentation amount in Section IV of the award from \$540,000.00 to a new not-to-exceed amount of \$715,000.00 for each agreement; and (ii) increase the maximum indebtedness by \$1,965,000.00 to a new not-to-exceed total maximum of \$7,465,000.00 for all agreements authorized by this approval. All other terms and conditions, as previously amended, shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,


Gregory Beese, Chief
Procurement Division
Chieftain, Professional Services
Evaluation Committee

APPROVED:


Lenny Curry, Mayor

This 12 day of June 2020

GP ab
cc: Council Auditor
Jenna McCorn, OGC
Melba Gray, GAD
Subcommittee Members

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Audit
Executive Order NO. 2019-02



City of Jacksonville, Florida

Lenny Curry, Mayor

Information Technologies Division
Ed Ball Building
214 N. Hogan Street, Suite 900
Jacksonville, Florida 32202

ONE CITY, ONE JACKSONVILLE

August 19, 2021

TO: Gregory W. Pease
Chief of Procurement

VIA: Kenneth Lathrop
Chief of Information Technologies/CIO

FROM: Michael Turner
PMO Manager, Information Technologies Division

Kenneth E. Lathrop
Digitally signed by Kenneth E. Lathrop
Date: 2021.08.20 13:31:51 -04'00'

Michael S. Turner
Digitally signed by Michael S. Turner
Date: 2021.08.20 11:29:36 -04'00'

SUBJECT: Enterprise Resource Planning (ERP) Request Oracle Cloud Consulting Services *SS-10454-21*

The Information Technologies Division, (ITD) requests to increase the award SS-10454-21 to Oracle Consulting Services (OCS), division of Oracle America, Inc. to conduct a system health check to determine the current state of the configuration of the City's 1Cloud Enterprise Resource Planning (ERP) System.

The OCS team has met with COJ extensively over the past 5 weeks to understand challenges and issues with the City's 1Cloud ERP System, determine configuration changes, revisions to business processes and/or training. The meetings have been focused on All Years Funds/Year End Carry forward, Projects and Grants, Interest Distribution and Reporting however, other modules and issues were discussed. Due to the rapidly approaching end of fiscal year, the burn rate of the contract hours and cost have been accelerated. The team is formalizing those items that can be addressed prior to fiscal year and end carry forward and those that would be addressed after.

This request is for additional assessment and resolution hours to handle the scope of challenges found. This request is to increase the award and PO 625932-21 by \$550,000 for a total not-to-exceed amount of \$875,600. This will utilize the account string 53106.113002.565091.0000636.00000000.00000.00000000 as previously awarded.

Tracy Geake
Digitally signed by Tracy Geake
Date: 2021.08.20 12:36:39 -04'00'

Upon award approval, an expedited request for a contract amendment will be made through the Office of General Counsel.

Attachments:
Oracle Consulting Contract
PO 625932-21

3. Contact Information.

Oracle Consulting Sales Contact:

Name:	Scott Frendt
Address:	1910 Oracle Way Reston, VA 20190
Phone:	(678) 777-6744
Fax:	n/a
Email:	scott.frendt@oracle.com

Your Billing/Accounts Payable Contact:

Name:	Michael S. Turner
Address:	214 N. Hogan Street, 9th floor Jacksonville, FL 32202
Phone:	(904) 255-8413
Fax:	n/a
Email:	n/a

4. Order of Precedence.

In the event of any inconsistencies between (i) the Master Agreement and this order, this order shall take precedence, and (ii) this order (excluding exhibits) and any attached exhibits, the exhibits shall take precedence.

5. Change Control Process.

Any request for any change in services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of your order. Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until you and Oracle agree in writing to the proposed change in an amendment to this order and/or applicable exhibit(s).

6. Force Majeure.

Neither of us shall be responsible for failure or delay of performance to the extent caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than thirty (30) days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for services provided.

7. Export.

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under this order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

8. Relationship Between Parties.

Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. If while performing services Oracle requires access to other vendor's products that are part of your system, you will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on your behalf.

9. Rights Granted / Restrictions.

Upon payment hereunder, and subject to the terms of this order and the Master Agreement, You have the non-exclusive, non-assignable, royalty free, perpetual (but only in the case of deliverables for an on premise license), worldwide (subject to any applicable restrictions under US export laws), limited right to access and use, for Your internal business operations, the services that You ordered under this order and anything developed by Oracle and delivered to You under this order ("services and deliverables"). You may allow Your agents and contractors to use the services and deliverables for this purpose and You are responsible for their compliance with this order in such use. Oracle or its licensors retain all ownership and intellectual property rights to the services and deliverables, including derivative works thereof. You do not acquire any right or license to use, or allow Your Users in the case of a managed/hosted environment, to use, any service or deliverable in excess of the scope (including but not limited to the specified service environment) or duration of the services and deliverables ordered hereunder. The services and deliverables may be related to Your license to use products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such products.

10. Ordering Document Definitions.

10.1 "Professional Services" means, collectively, the consulting and other professional services which you have ordered under this order.

10.2 "Services" for purposes of this order shall have the same meaning as the term "Professional Services". Accordingly, notwithstanding any provision or interpretation of the Master Agreement to the contrary, for purposes of this order, the term "Services" does not include any Cloud Services.

10.3 "Service Specifications" as used in the Master Agreement means any exhibit(s) attached to this order.

11. Services Privacy/Services Security.

In performing the Services under this order, Oracle will comply with the (a) Oracle Services Privacy Policy available at <http://www.oracle.com/legal/privacy/services-privacy-policy.html> and (b) Oracle Consulting & Advanced Customer Services Security Practices available at <https://www.oracle.com/corporate/contracts/consulting/policies.html>. Both documents are incorporated herein by reference. Oracle may update such policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services. You agree to restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations greater than those specified in this order.

12. Modifications to the Master Agreement and other Order-Specific Terms

The terms and conditions set forth in the Exhibit A (Modifications to the Master Agreement and other Order-Specific Terms) to this ordering document are applicable to the Services ordered under this ordering document.

13. Additional Third Party Subprocessors for Oracle Consulting.

To the extent You provide personal information to Oracle as part of Oracle's provision of services under this order, Oracle will comply with the applicable version of the Oracle Data Processing Agreement for Oracle Services. The version of the Data Processing Agreement applicable to Your order is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing> and is incorporated herein by reference.

For the services specified in this order, in addition to the Third Party Subprocessors listed on My Oracle Support, the following Third Party Subprocessors may also process Your personal information:

Third Party Subprocessor {"N/A"}	Location	Type of Service

This quote is valid through 31-AUG-2021 and shall become binding upon execution by you and acceptance by Oracle.

City of Jacksonville

ORACLE AMERICA, INC.

Authorized Signature:

B. Hughes
DocuSigned by:
 Brian Hughes

Authorized Signature:

Jake Camarillo
DocuSigned by:
 Jake Camarillo

Name: Benny Curry

Chief Administrative Officer
 Former Mayor Emory Curry
 Under Authority of:
 Executive Order No-2019-02

Name: Jake Camarillo

Title: Manager, Americas SSC, Deal Management

Signature Date: 7/12/2021

Signature Date: 07-Jul-2021 1 9:39 AM CDT

Ordering Document Effective Date: _____
 (To be completed by Oracle)

FORM APPROVED

J. B. Best
 ASSISTANT GENERAL COUNSEL

In compliance with the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpanded, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

J. M. ...
 Director of Finance

ATTEST:

Kenneth M. ...
 Corporation Secretary
 City of Jacksonville



Contract # 71055-21



TIME AND MATERIALS EXHIBIT

ORACLE CONTRACT INFORMATION

Customer Name: City of Jacksonville
Ordering Document Number: US-10982950
Exhibit Number: 1

This exhibit incorporates by reference the terms of the ordering document specified above.

1. Description of Services.

Oracle will assist You with the following Services:

- A. Conduct discovery sessions to review documented implementation issues and current configuration of Your Cloud Enterprise Resource Planning ("ERP") "1Cloud" system related to industry standards in the following areas:
 - a. All years fund,
 - b. Projects and grants and
 - c. Reporting.
- B. Conduct additional discovery sessions to review the current design and configuration at a high-level (limited discovery to understand areas of focus) of Your Cloud ERP "1Cloud" system for the following areas:
 - a. Financial Management ("GL"),
 - b. Procurement,
 - c. Payables,
 - d. Receivables,
 - e. Asset management,
 - f. Security and user roles and
 - g. Workflows.
- C. Prepare and present a PowerPoint document of the results and recommendations to include:
 - a. Executive Summary/Overview of the findings,
 - b. Oracle/Your team composition,
 - c. Scope of assessment,
 - d. Findings from Cloud solution review by focus area,
 - e. Trend or risk comments and
 - f. Recommendations.
- D. Project Management Services
 - a. Guide the team in planning for, conducting workshops and producing deliverables,
 - b. Point of contact for the Oracle team,
 - c. Track progress and financial status and
 - d. Provide Project governance for engagement (manage issues, risks, decisions).
- E. Sixty-two and half (62.5) days will be to assist with issue resolution agreed to by both You and Oracle and under Your direction.

2. Your Obligations and Project Assumptions.

You acknowledge that Your timely provision of and access to office accommodations, facilities, and equipment (if applicable) and assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, "cooperation") are essential to the performance of any Services as set forth in this exhibit. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the Services and any related estimate depends upon Your fulfillment of the following obligations and the following project assumptions:

A. Your Obligations.

1. If the Services are provided in an Oracle hosted cloud environment, obtain Cloud Services under separate contract prior to the commencement of Services under this exhibit and maintain such Cloud Services for the duration of the Services provided under this exhibit.
2. Provide Oracle with full access to the relevant documentation and the functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Services.
4. Limit Oracle's access to any production environment or shared development environments to the extent necessary for Oracle to perform Services.
5. If Services are performed remotely, provide Oracle resources with remote access to Your systems and environments required for such Services, using an Oracle-defined standard virtual private network or an Oracle Web Conference or similar, agreed-upon third-party web conferencing application (collectively, "remote access tools"), including by: (a) installing the remote access tools prior to the commencement of Services and maintaining them for the duration of the Services (e.g., by acquiring any equipment and performing labor) to ensure all components of Your Oracle software environment are accessible and in compliance with all Oracle's requirements; and (b) obtaining all rights to use the remote access tools for all Oracle resources providing remote Services. You acknowledge and agree that: (i) Oracle is not responsible for network connections or any related problems, such as bandwidth issues, excessive latency, network outages, or any performance or other conditions caused by an internet service provider or the network connections; and (ii) all terms and conditions applicable to any third-party web conferencing application shall have no force or effect whatsoever.
6. If in the future, if applicable, provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, legally acceptable oxygen concentration levels, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
7. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.

B. Project Assumptions.

1. This engagement entails a high-level review of the current design and configuration of the Oracle Cloud ERP system and the issues with the solution. The focus is not on a holistic deep dive or issue remediation.
2. This engagement is a remote engagement and there is no expectation of work onsite at the City of Jacksonville offices by Oracle Consulting.
3. Oracle will have access to end users. The City of Jacksonville's project team members, and, where applicable, third party providers of services.
4. In the future if any work is provided onsite, owing to the uncertainties of the evolving Covid-19 situation, the provision of any on-site Services under this order is subject to the delivery resources being permitted and able to perform such Services taking into consideration applicable laws and

regulations, including those pertaining to health, safety and mobility (whether in the country of service provision and/or the country of location of the delivery resources). If the provision of any on-site Services is negatively impacted due to circumstances related to or arising from the Covid-19 situation, Oracle and You agree to cooperate in good faith to review such impact and, if necessary, amend any resource plans, work plans, service specifications, time schedules and the like in accordance with the change control process of this order, including possibly putting in place an infrastructure (e.g. VPN) to enable a remote delivery of services. For the avoidance of doubt, this section is without prejudice to the parties' rights and obligations under the force majeure clause.

- C. Out of Scope Services. The following Services are not included in scope of, or fees for, Services under this exhibit. The excluded Services are provided as a point of reference and are not intended to be an exhaustive list. Some of these activities may be performed by Your project staff. Any or all can be added to this project at an additional cost via an Ordering Document amendment:
1. Oracle will not provide information regarding potential future functionality, or customizations
 2. Oracle will not perform any changes to the application configuration

3. Rates, Estimated Fees and Expenses, and Taxes.

- A. The Services specified above are provided on a time and materials ("T&M") basis; that is, You shall pay Oracle for all of the time spent performing such Services.
- B. US Rates. For a period of twelve (12) months from the effective date of the ordering document, the Services described above will be provided at the rates set forth below. Thereafter, unless otherwise agreed by You and Oracle in writing, Services performed under this exhibit will be provided at Oracle's standard consulting rates in effect when Services are performed.

Resource Level	Hourly Rate
9 - Sr. Practice/Tech Director	\$500.00
8 - Practice/Tech Director	\$331.25
7 - Practice/Tech Manager	\$225.00
6M - Managing Principal Consultant	\$193.75
6T - Senior Principal Consultant	\$193.75
5 - Principal Consultant	\$170.00
4 - Senior Consultant	\$134.38
3 - Staff Consultant	\$116.88
2 - Associate Consultant	\$115.00

- C. Estimated Fees and Expenses. All fees and expenses will be invoiced monthly for Services provided during the preceding month. The fee and expense estimates specified in Your order are intended only to be for Your budgeting and Oracle's resource scheduling purposes; these estimates do not include taxes. Oracle will invoice You for actual time spent performing the T&M Services; such invoice may exceed the total estimated amount documented herein. Once fees for Services reach the estimate, Oracle will cooperate with You to provide continuing Services on a T&M basis.
- D. Compensatory Tax. The parties acknowledge that temporary living reimbursements to Oracle provided resource(s) may be deemed compensatory under federal, state, and local tax laws if a resource's assignment in a particular location will exceed or has exceeded one year. Where reasonably possible, Oracle will plan with You to limit the duration of a resource's assignment in a particular location to less than one year.

4. Project Management

You and Oracle each agree to designate a project Manager who shall work together with the other party's project manager to facilitate an efficient delivery of Services.

Exhibit A
Modifications to Master Agreement other Order-Specific Terms

For purposes of this order, the following special terms and conditions set forth in the following sections A, B, and C shall apply:

A. ADDITIONAL ORDER-SPECIFIC TERMS

1. **No Excess Obligation.** In the event sufficient budgeted funds are not available, the City may terminate this order immediately without penalty or expense; provided however, that the execution of such initial ordering document or ordering document amendment shall signify to Oracle that all funds for the then proposed order or order amendment are fully appropriated and are available and no longer subject to any appropriations contingency at the time the initial order or order amendment is issued. Notwithstanding the foregoing, City agrees to pay for all services performed by Oracle prior to Oracle's receipt of notice of termination for non-appropriation.

B. MODIFICATIONS TO THE AGREEMENT

For the purposes of this order only, the following terms modify the terms of the Master Agreement:

1. **Limitation of Liability.** The provisions of Section 7 of the MASTER AGREEMENT are deleted in their entirety and replaced with the following:

"LIMITATION OF LIABILITY

7.1. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2. EXCEPT FOR ORACLE'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND ORACLE'S AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY UNDER SUCH ORDER.

7.3 NOTWITHSTANDING SECTION 7.2, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR MISAPPROPRIATION OF YOUR PERSONAL DATA TO THE EXTENT CAUSED BY ORACLE'S BREACH OF ITS SECURITY PRACTICES DESCRIBED IN THE SERVICE SPECIFICATIONS (A "PERSONAL DATA MISAPPROPRIATION") EXCEED THE GREATER OF (A) TWO MILLION DOLLARS (\$2,000,000), OR (B) TWO (2) TIMES THE TOTAL AMOUNTS PAID AND PAYABLE FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY UNDER SUCH ORDER. THE PARTIES AGREE THAT THE REFERENCES TO "DATA" AND "DATA USE" IN SECTION 7.1 ABOVE SHALL NOT BE DEEMED TO PROHIBIT YOU FROM SEEKING DAMAGES FOR A PERSONAL DATA MISAPPROPRIATION UNDER THE TERMS OF THE PRECEDING SENTENCE."

2. **Indemnification.** The provisions of Section 8 of the MASTER AGREEMENT are deleted in their entirety and replaced with the following:

"8. INDEMNIFICATION

- 8.1. If a third party makes a claim against You (the "Recipient"), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by Oracle (the "Provider") and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:
- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
 - b. gives the Provider sole control of the defense and any settlement negotiations, to the extent permitted by law; and
 - c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

8.2. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Oracle's ability to meet obligations under the relevant order, then Oracle may, upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third-party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. Oracle will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third-party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third-party blog or forum, a third-party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.4 This Section 8 provides the parties' exclusive remedy for any infringement claims or damages."

3. Subcontractors. The following sentence is added to the end of the existing paragraph in Section 5.3 of the Agreement:

"Subject to the terms and conditions of, and to the same extent as Oracle is responsible for the performance of its resources under, the Agreement, Oracle shall be responsible for the performance of Services under the Agreement by any subcontractors engaged by Oracle to perform such Services."

4. Termination. In Section 9.4 of the Agreement, the existing language is replaced with the following:

"9.4. If either You or Oracle materially breaches a term of this Agreement or any order and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order under which the breach occurred. If Oracle terminates the order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services received under such order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30-day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default

under this Agreement. You may not use those Services ordered.”

5. **Assignment.** In Section 22 of the Agreement, add the following new sentence to the existing paragraph:

“Except in the event of a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of the assets of Oracle, Oracle may not assign this Agreement without Your prior written consent.”

6. **Other.** The provisions of Section 17.4 of the MASTER AGREEMENT are deleted in their entirety and replaced with the following:

“17.4 Except for actions for nonpayment or breach of Oracle’s proprietary rights, any action, regardless of form, arising out of or relating to this Agreement shall be brought by either party in accordance with the time limitations specified for contract claims under F.S. 95.11(2)(b).”

C. CITY OF JACKSONVILLE TERMS AND CONDITIONS FOR THE ORDER

1. **Maximum Indebtedness.** As required by Section 106.431, Jacksonville Ordinance Code, the maximum indebtedness of City for the first twelve (12) months of the Services Period specified in the ordering document shall not exceed the fixed sum of Three Hundred Twenty-Five Thousand Six Hundred and 00/100 Dollars (\$ 325,600.00).
2. **Term.** This Ordering Document shall be effective as of the Ordering Document Effective Date shown on the signature page and shall continue thereafter for a period of 12 months, unless sooner terminated as provided herein.
3. **Retention of Records/Audit.** To the extent required by Section 126.108(a), Jacksonville Ordinance Code, Oracle shall maintain business records directly pertinent to this Ordering Document (“Records”) in accordance with Oracle’s legal or archival requirements, external accounting standards and regulatory requirements. Upon reasonable written notice to Oracle, at Your Cost, and provided that such audit does not unreasonably interfere with Oracle’s normal business operations, shall allow access and examination of the Records by You at all reasonable times until the expiration of three (3) years after final payment under the Ordering Document.
4. **Compliance with Laws.** As required by Section 126.108(b), Jacksonville Ordinance Code, Oracle must comply with all applicable federal, state, and local laws, rules and regulations as the same exist or as may be amended from time to time. Such laws, rules, regulations, and ordinances may include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Sunshine Law).
5. **Non-discrimination.** As required by Section 126.404, Jacksonville Ordinance Code, Oracle represents that it has adopted and will maintain throughout the term of the Ordering Document 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 unlawful factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Oracle agrees that, on written request, no more than once every 12 months, at Your cost, 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 Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Ordering Document; provided however, that Oracle 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 Ordering Document. Oracle agrees that, if any of the products or Services to be provided pursuant to the Ordering Document are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

6. Conflicts of Interest. Oracle acknowledges that Section 126.110 of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor.

7. Taxes. If You provide a valid certificate of tax exemption in advance of booking, Oracle will not invoice You the taxes described in the Fees and Payment section of the Agreement.

Certificate Of Completion

Envelope Id: ZFF4268A78B14ECCADAB802F152E8AC0
Subject: Please DocuSign: City of Jacksonville_11203599
Source Envelope:
Document Pages: 12
Certificate Pages: 1
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 1
Initials: 0

Status: Completed

Envelope Originator:
Tasha Malana
500 Oracle Pkwy
Redwood City, CA 94065-1675
tasha.malana@oracle.com
IP Address: 137.254.7.182

Record Tracking

Status: Original
7/7/2021 9:38:13 AM

Holder: Tasha Malana
tasha.malana@oracle.com

Location: DocuSign

Signer Events

Jake Camarillo
jake.camarillo@oracle.com
Manager, Americas SSC, Deal Management
Oracle America, Inc.
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Jake Camarillo
3c214b6a2d1e1e48

Signature

Timestamp

Sent: 7/7/2021 9:38:53 AM
Viewed: 7/7/2021 9:39:32 AM
Signed: 7/7/2021 9:39:37 AM

Signature Adoption: Pre-selected Style
Using IP Address: 137.254.7.165

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/7/2021 9:38:53 AM
Certified Delivered	Security Checked	7/7/2021 9:39:32 AM
Signing Complete	Security Checked	7/7/2021 9:39:37 AM
Completed	Security Checked	7/7/2021 9:39:37 AM
Payment Events	Status	Timestamps

Single Source Purchase Order 625932-21



Purchase Order	625932-21
Order Date	15-JUL-2021
Change Order	0
Change Order Date	15-JUL-2021
Revision	0
Ordered	325,600.00 USD
Requisition Number	FAIT-500848-21
Solicitation Number	SS-10454-21
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
 Oracle America, Inc.
 P.O. Box 71028
 CHICAGO, IL 60694

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

Ship To
 Ed Ball 9th Floor
 214 North Hogan Street
 9TH FLOOR
 JACKSONVILLE, FL 32202 US

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
24932	Net 30	Freight Prepaid	FOB Destination	Best Way

Buyer	Deliver To Contact
Ruben Ola Email: rubeno@coj.net	Michael Turner E-mail: mturner@coj.net

Line Item	Price	Quantity	UOM	Ordered	Taxable
1	325,600.00				

Oracle Cloud Consulting Services
 ERP System Health Check
 Agreement Reference #: US-CSA-CPQ-684547
 Ordering Document #: US-10982950
 Bid No.: SS-10454-21
 City Contract #: 71055-21
 Term 7/12/2021 - 7/11/2022
 53106.113002.565091.000536.000000000.000000.000000000

Notes
 Oracle Cloud Services Agreement Reference: US-CSA-CPQ-684547
 Ordering Document Number: US-10982950
 This line references Document (Single Source Contract Purchase Agreement) POA-71055-21.

Ship To	Promised	325,600.00
Ed Ball 9th Floor		
214 North Hogan Street		
9TH FLOOR	Requested	
JACKSONVILLE, FL 32202		

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



ORDERING DOCUMENT

Customer Name: City of Jacksonville
Customer Address: 214 N. Hogan Street, 9th floor
Jacksonville, FL 32202

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

ORACLE CONTRACT INFORMATION

Agreement: Oracle Cloud Services Agreement Reference: US-CSA-CPQ-684547

Ordering Document Number: US-10982950

This order incorporates by reference the terms of the agreement specified above and all amendments thereto (the "Master Agreement"). As used in this order, "you" or "your" shall refer to the customer as defined in the Master Agreement. The following terms, as used in this order and the Master Agreement, whether or not capitalized, shall have the same meaning: "Agreement" and "Master Agreement"; "You" and "Your" and "Customer"; "Ordering Document" and "order"; "Services" and "services".

A. SERVICES

You have ordered the services listed below in the table and detailed in the attached exhibit(s), which are incorporated herein by reference.

All fees on this order are in US Dollars.

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	\$325,600.00	\$0.00	\$325,600.00
Total Fees and Estimated Expenses		\$325,600.00		\$325,600.00

B. ORDER TERMS

- Payment Terms.
Fees and expenses are in accordance with the referenced exhibit(s). All fees payable to Oracle are due within 30 days from the date of the invoice. Invoices for services performed under separate exhibits may be provided separately. Fees for any time and materials engagements listed above (if any) are estimated fees, as detailed in the referenced time and material services exhibit(s).

- Segmentation.
The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings You may receive or have received from Oracle. You understand that You may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

Single Source Purchase Order 625932-21

Line Item	Price	Quantity	UOM	Ordered	Taxable
		Line Total		325,600.00	
		Total		325,600.00	

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
Gregory Pease

FIRE AND RESCUE DEPARTMENT



August 20, 2021

TO: Gregory Pease, Chief of Procurement

FROM: Bradley Elias, MD - JFRD

A handwritten signature in black ink that reads "Bradley Elias MD".

RE: P-05-20 Laboratory Services for Jacksonville Fire and Rescue Department Personnel

We are electing to take the second-year renewal option for the contract with Quest Diagnostics Clinic to provide Laboratory Services for JFRD employees for the service period retro-active from July 1, 2021 through June 30, 2022. The agreement letter from the supplier for the contract period is attached.

The contract period will cross fiscal years so there will be no increase to the maximum indebtedness at this time.

Funding Source: 00111.124001.531090.000000.000000.00.000000.00000000

If you have any questions, please contact Dan Pearson at (904) 255-3272.

KP/cad/dp

Jacksonville
Where Florida Begins.

515 Julia Street-1st Floor | Jacksonville, FL 32202 | Phone: 904.255-3265 | www.cofj.net



August 23, 2021

VIA EMAIL

City of Jacksonville, Jacksonville Fire & Rescue Department
2700 Firefighter Memorial Drive
Jacksonville, FL 32246
ATTN: Gail Loput, Division Chief of Training
Email: glopot@coj.net

Re: The Agreement by and between Quest Diagnostics Clinical Laboratories, Inc. and City of Jacksonville dated July 1, 2020, (the "Agreement").

Dear Ms. Loput:

The purpose of this letter is to confirm that Quest Diagnostics is willing to continue providing Services, as defined in the Agreement, at the same rates and terms and conditions for an additional one (1) year term from July 1, 2021, through June 30, 2022.

If you have questions or would like to discuss, please contact your sales representative.

Sincerely,

Designated by:

A handwritten signature in black ink that reads "Jorge Hernandez".

ORAL RESOURCES

Jorge Hernandez
VP, Commercial, Southeast-South Region



ONE CITY ONE JACKSONVILLE

January 16, 2020

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Curry:

**Re: P-05-20 Laboratory Services for Jacksonville Fire and Rescue Department Personnel
Jacksonville Fire & Rescue Department**

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of concluding fee and contract negotiations with the number one ranked company/firm for the above captioned project.

The following motion/recommendation was adopted:

That the City of Jacksonville enter into a contract with Guest Diagnostics Clinic to Provide Laboratory Services for the Jacksonville Fire and Rescue Department Personnel by (i) Incorporating the attached Scope of Services identified as Exhibit 'A' and Contract Fee Schedule identified as Exhibit 'B'; (ii) provide a period of service from execution of the contract to one year with three (3) one-year renewal options available at terms mutually agreeable, and (iii) providing a not-to-exceed maximum indebtedness of \$123,000.00. All other terms and conditions are per the RFP and the City's standard contract language

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,


Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:


Lenny Curry, Mayor

This 16 day of January 2020

CP: GP
cc: Council Action
James McClean, Jr., OGC
Meredith GAO
Subcommittee Member 1

FIRE AND RESCUE DEPARTMENT



January 12, 2020

TO: Gregory Pease, Chief of Procurement

FROM: Bradley Elias, MD - JFRD *Bradley D. Elias M.D.*
Erika McManus, Captain JFRD *Erika McManus*

RE: P-05-20 Laboratory Services for Jacksonville Fire and Rescue Department Personnel

The Fire & Rescue Department had one consultant submit a proposal and they have been selected to provide the Laboratory Services for Jacksonville Fire and Rescue Department (JFRD) per the Scope of Services and Contract Fee Schedule.

We are recommending the City of Jacksonville, Fire & Rescue Department enter into a contract with Quest Diagnostics Clinic to provide the Laboratory Services for JFRD to incorporate the Scope of Services identified as Exhibit A and Fee Schedule as Exhibit B. The initial contract period will be for one year from date of execution of contract with three (3) one-year renewals at terms mutually agreeable. The maximum indebtedness is not-to-exceed \$123,000. This agreement will cross fiscal years so the indebtedness will not be encumbered and purchase orders will be used for the services needed. All other terms and conditions of the Contract are per the City's standard contract language and as provided in the Request for Proposal.

Attachments

cc: Alex Baker, PSEC Specialist

Jacksonville
Where Florida Begins.

515 Julia Street - 1st Floor | Jacksonville, FL 32202 | Phone: 904.630.0205 | Fax: 904.630.4202 | www.cofj.net

Section 4
Description of Services and Deliverables

The Jacksonville Fire and Rescue Department (JFRD) are known as one of the nation's most progressive fire departments. As a department, we do a great job taking care of others, often at the expense of ourselves. Health-related injuries such as heart attack, stroke, and cancer continue to be leading causes of firefighter duty-related death. Per the National Fire Protection Association (NFPA 1582), fire departments are responsible for ensuring that fire service personnel can physically and mentally handle emergency incidents. Therefore, it is recommended that fire departments monitor and screen personnel annually through a comprehensive medical evaluation that includes bloodwork and urinalysis to ensure they are capable of safely performing the essential job functions.

A comprehensive medical evaluation aids in minimizing occupational health and safety risks while simultaneously improving job performance. Prior to reporting to a physician for an annual medical evaluation, uniformed personnel should have their blood drawn and urine sampled and analyzed at a designated laboratory site. Having the lab results available at the time of the physical examination will assist the health care provider in providing a more thorough examination and allowing the health care provider to address concerns based on the laboratory results. Tests, whether classified as screening or diagnostic, are essential in diagnosing and managing specific disease processes.

1. Blood analysis shall include the following for all members (Up to 1400 people)
Specifications:
 - Complete Blood Count with differential
 - WBC
 - RBC
 - Hemoglobin
 - Hematocrit
 - MCV
 - MCH
 - MCHC
 - RDW
 - Platelet Count
 - MPV and Differential (Absolute and Percent - Neutrophils, Lymphocytes, Monocytes, Eosinophils, and Basophils)
 - Comprehensive Metabolic Panel
 - Albumin
 - Albumin/Globulin Ratio (calculated)
 - Alkaline Phosphatase
 - ALT
 - AST
 - BUN/Creatinine Ratio (calculated)
 - Calcium
 - Carbon Dioxide
 - Chloride
 - Creatinine with GFR Estimated
 - Globulin (calculated)
 - Glucose
 - Potassium
 - Sodium
 - Total Bilirubin
 - Total Protein
 - Urea Nitrogen
 - Hemoglobin A1C

- TSH Thyroid Test
 - Includes T3 Uptake
 - T4 (Thyroxine) Total
 - Free T4 Index (T7)
 - TSH
 - Lipid Panel
 - Cholesterol Total
 - Triglycerides
 - HDL Cholesterol
 - LDL-Cholesterol (calculated)
 - Cholesterol/HDL Ratio (calculated)
 - Non-HDL Cholesterol (calculated)
 - Prostate Specific Antigen (PSA) Total (men only)
 - CA 125 (women only)
2. Heavy Metal Screening (For HazMat Personnel Only - approximately 150 people in addition to the lab tests requested/listed in category 1)
 - Mercury
 - Arsenic
 - Lead
 - Acetylcholinesterase/Serum Cholinesterase
 3. Urine Laboratory tests required shall include the following (Approximately 250 people)
 - Microscopic Specifications:
 - a. RBC
 - b. WBC
 - c. Casts
 - d. RBC Casts
 - e. Crystals
 4. The contractor must maintain records in the company database for a period of 5 years.
 5. The contractor must have multiple drop-off location sites available between the hours of 7 am and 3 pm within Duval County.
 6. The contractor must process all specimens in Duval County and provide results to the JFRD Wellness Coordinator within 3 business days of receipt.
 7. The contractor must provide laboratory test results by mail and or internet/electronic transmission (HIPAA protected). Report will include at least the following: patient name, date of birth, date of collection, patient identification number, date of report, name of test, test results, interpretation of results, and laboratory name and address.
 8. Unsatisfactory specimens and unsatisfactory results - if the laboratory cannot analyze a specimen because of improper collection or degradation in process, or is unable to obtain satisfactory test results, the laboratory will notify the JFRD Wellness Coordinator. The laboratory will only charge for those specimens on which it is able to obtain a satisfactory result.
 9. The contractor must be capable of performing blood analysis that includes complete blood count with differential, comprehensive metabolic panel, hemoglobin A1C, TSH Thyroid Test, lipid panel, heavy metal screening, and urinalysis
 10. The contractor must provide at no additional cost, routine supplies necessary for the collection, preparation and preservation of specimens, including the supplies necessary for storing and transporting the specimens to be tested.
 11. The contractor must provide patient labels to be used to send the specimens.

12. The contractor must report critical lab results to the JFRD Wellness Coordinator via phone or email within 24 hours.
13. The contractor must provide a name and direct phone number of the designated employee(s) who will act as the point of contact(s) for any customer service or laboratory related issues.
14. The contractor must maintain compliance with all CLIA rules and regulations.

(End of Section 4 - Remainder of page intentionally left blank)

Form 1 - Price Sheet

NAME OF CONSULTANT Quest Diagnostics Clinical Laboratories, Inc.

Proposal Number P-05-20 Laboratory Services for Jacksonville Fire and Rescue Department Personnel

SCHEDULE OF PROPOSED PRICES/RATES

All prices are to be Flat Fee per Items listed in Section # 4 - Services & Deliverables

1. Flat Fee for Item # 1 Blood Analysis excluding A & B below: \$14.09
 - a) Flat Fee for Prostate Specific Antigen (PSA) Total for men only: \$3.71
 - b) Flat Fee for CA 125 for women only: \$8.00
2. Flat Fee for Item # 2 Heavy Metal Screening: \$46.92
3. Flat Fee for Item # 3 Urine Laboratory Testing: \$1.80
4. Other Cost related to testing: Not Applicable

* Unsatisfactory specimens and unsatisfactory results - if the laboratory cannot analyze a specimen because of improper collection or degradation in process, or is unable to obtain satisfactory test results, the laboratory will notify the JFRD Wellness Coordinator. The laboratory will only charge for those specimens on which it is able to obtain a satisfactory result.

Quest Diagnostics Clinical Laboratories, Inc.

BY:


Print Name: Jorge Hernandez

Title: VP, Commercial, Southeast-South Region

Date: 11/26/19