

PUBLIC NOTICE
PSEC AGENDA
PROFESSIONAL SERVICES EVALUATION COMMITTEE MEETING
Thursday, July 27, 2023, 10:00 a.m.
Eighth Floor, Conference Room 851
Ed Ball Building, 214 N. Hogan Street
Jacksonville, FL 32202

Join Teams Meeting
For Teams link, please visit coj.net/departments/finance/procurement

The Chief of the Procurement Division offers the following items for the PSEC Agenda. The posting of this agenda serves as an official notice of the City's intended decision for all recommended actions above the formal threshold. Please refer to 126.106(e) if you wish to protest any of these items.

Committee Members: Robert Waremburg, Chairman
Brennan Merrell, Treasury
James McCain, Jr., OGC

Subcommittee Members	ITEM #	BID/RFP #	TITLE & ACTION	MOTION	CONTRACT EXP	OUTCOME
Leah Hayes Diane Moser	1	P-11-21	Contract Amendment No. 3 Occupational Health and Medical Services Program Employee Services Department	That Contract No. 71164-21 between the City of Jacksonville and St. Vincent's Full Service Urgent Care, LLC, for Occupational Health & Medical Services Program be amended to exercise the second renewal option extending the period of service from September 1, 2023, thru August 31, 2024, with two (2) renewal options remaining; and increasing the maximum indebtedness by \$475,000.00 to a new not-to-exceed total maximum of \$1,625,000.00. All other terms and conditions shall remain the same.	08/31/23	
Michelle Montford Barbara Holton	2	P-17-23	Subcommittee Report Claims Review Services Finance Administration Department/Risk Management Division	It is the consensus of the committee that the one (1) proposal received in response to the Request for Proposal, was found to be responsive, interested, qualified and available to provide the required services and that company is: 1) <u>Siver Insurance Consultants</u> We recommend the above list is forwarded to the Mayor for final selection so that fee and contract negotiations may begin with <u>Siver Insurance Consultants</u> , the number one (1) ranked firm.		
Tracy Flynn Michelle Montford	3	P-S8-15 PB#1	Contract Amendment No. 8 Piggyback of DCSB Master Casualty Consultant/Employee Benefits and Auditing Services 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, 2023, through September 30, 2024, and (ii) increase the maximum indebtedness by \$60,000.00 to a not-to-exceed amount of \$520,000.00. 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.	09/30/23	

<p>Robert Blanco Joshua Gideon</p>	<p>4</p>	<p>P-19-23</p>	<p>Subcommittee Report Building Permit and Plan Review Services Planning and Development Department</p>	<p>It is the consensus of the committee that of the three (3) proposals received in response to the Request for Proposals, all were found to be responsive, interested, qualified and available to provide the required services. The ranking of first, second and third designates the order of qualification of these firms to perform the required services and alphabetically they are:</p> <ul style="list-style-type: none"> 1) Bureau Verita NA, Inc. 3) Charles Abbott Assoc., Inc. 2) ECS Florida LLC <p>We recommend the above list is forwarded to the Mayor for final selection so that fee and contract negotiations may begin with <u>Bureau Verita NA, Inc.</u>, the number one (1) ranked firm.</p>		
<p>Nikita Reed Maria Williams</p>	<p>5</p>	<p>P-52-22</p>	<p>Approval to proceed with Evaluation of two (2) Proposals Miscellaneous Architectural/Engineering Services – Annual Contract Department Of Public Works/Engineering & Construction Management Division</p>	<p>Received four (4) responses. Of those responses two (2) were deemed non-responsive. Request approval be given to proceed with evaluation of two (2) received in accordance with 126.302(f) of the Procurement Code.</p>		
<p>Meeting Adjourned:</p>						

“The next PSEC meeting is scheduled to be held on Thursday, August 10, 2023.”



ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

Employee Services Department
117 West Duval Street, Suite 100
Jacksonville, Florida 32202

Date: June 22, 2023

MEMORANDUM

To: Dustin Freeman, Chairman
Professional Services Evaluation Committee

From: Leah Hayes, Chief of Talent Management *Leah Hayes*
Employee Services Department

Subject: **Contract Renewal; Occupational Health & Medical Services Program
P-11-21 Contract #71164-21
St. Vincent's Full Service Urgent Care, LLC**

Employee Services currently has a contract, #71164-21 with (4) renewal options for Occupational Health and Medical Services with St. Vincent's Full Service Urgent Care, LLC.

Accordingly, we recommend the following action:

The City exercises its second (2nd) option to renew contract #71164-21 with St. Vincent's Full Service Urgent Care, LLC, for providing Occupational Health and Medical Services. The period of service will begin September 1, 2023, and expires August 31, 2024, with two renewal options remaining. All terms and conditions are stated in Exhibit A & B and remain as negotiated in the contract.

Request approval to increase the contract under the negotiated fees, terms and conditions by \$475,000. This is to ensure there is adequate funding to cover Occupational Health and Medical Services through the end of the contract. This will revise the maximum indebtedness from \$1,150,000 to a not-to-exceed amount of \$1,625,000.

Attachments:
Contract Extension Memo
Vendor Renewal Letter
Exhibits A
Exhibits B



Ascension St. Vincent's

City of Jacksonville
Employee Services Department
117 W. Duval Street, Suite 100
Jacksonville, FL 32202
Leah Hayes
Chief of Talent Management

Re: Request to renew 3rd year option for contract P-11-21 Occupational Health and Medical Services Program for the City of Jacksonville

We hereby request the renewal of the contract amendment for Occupational Health and Medical Services to begin September 1, 2023.

Sincerely,

Stacy Flieder
Account Manager for City of Jacksonville Contract – P-11-21
Ascension St. Vincent's Urgent Care
Stacy.Flieder@ascension.org
904-742-0520

Exhibit B

P-11-21 City of Jacksonville Occupational Health and Medical Services

MEDICAL AND SUBSTANCE ABUSE TESTING SERVICES QUOTATION OF RATES & FEES OR CHARGES

	SERVICE	RATE/FEE/CHARGE
1.	Complete Medical Certificate form; Review job requirements/ criteria; general review of systems; height, weight, temperature, pulse, blood pressure; audiometric testing; color vision and visual acuity testing; determine ability to perform job requirements; Indicate and pre-existing condition for pension purposes	\$55.00
2.	Chest X-ray, one view	\$40.00
3.	Chest X-ray, two view	\$50.00
4.	EKG, when specified	\$25.00
5.	Back X-ray with range of motion examination and functional capacity, two view Lumbar Spine, when specified	\$60.00
6.	Tuberculin Test (PPD), or other labs, when specified	\$15.00
7.	Pulmonary Function Test, when specified	\$30.00
8.	Hepatitis Profile, when specified	\$50.00
9.	Urine specimen collection for 7 Panel Drug Screen (Cannabinoids, Cocaine, Opiates, 6-Acetylmorphine, Phencyclidine, Amphetamines, Methylenedioxymethamphetamine)	
	a. Initial Test	\$27.00
	b. Confirmation test by GC/MS	
	c. Additional lab fees (e.g. retest of specimen, quantitative)	\$140.00
10.	Urine specimen collection for 5 Panel Drug Screen (Amphetamines, Cocaine, Cannabinoids, Opiates, Phencyclidine, Barbiturates, Benzodiazepines, Methaqualone, Methadone, Propoxyphene).	
	a. Initial Test	\$27.00
	b. Confirmation test by GC/MS	
	c. Additional lab fees (e.g. retest of specimen, quantitative)	\$140.00
11.	Medical Review Officer (MRO) services to interpret all Controlled Substances Screens	\$0.00 incl. in 9 and 10.
12.	Alcohol Screen:	
	a. Blood Specimen	\$23.00
	b. Evidential Breath Test (EBT)	\$20.00
	c. Confirmation EBT	\$20.00
13.	L-RPR (Blood Serology)	\$10.00
14.	Chemistry Profile (SMAC LP UA CBC Diff) Including Reticulocyte Count	\$35.00
15.	Titmus vision examination, when specified	\$10.00
16.	Hemoglobin A1C (HbA1C)	\$12.00
17.	HIV / AIDS, when specified	\$17.00
18.	Interferon Blood Test for TB	\$50.00

	SERVICE	RATE/FEE/CHARGE
19.	Acetylcholinesterase / Serum Cholinesterase	\$30.00
20.	Serum Polychlorinated Biphenyls	\$70.00
21.	Complete Blood Count w/Differential & Platelet Evaluation	\$10.00
22.	Blood Lead Screen OSHA	\$25.00
23.	Blood Lead Screen with ZPP	\$30.00
24.	Heavy Metal Screen (Ar, Cd, Cr, Mr)	\$115.00
25.	Phanol Screen	\$65.00
26.	Urinalysis Dip Without Microscopy	\$7.00
27.	Fitness-for-duty physical examination	\$55.00
28.	Pension Disability Assessment (initial)	\$250.00
29.	Pension Disability Assessment (second or any subsequent review)	\$50.00
30.	Review of supplemental medical information	\$50.00/hr
31.	Consultation	\$50.00/hr
32.	Expert witness testimony Medical Review Officer	\$150.00/15 min
	Cardiologist	\$200.00/15 min
	Radiologist/Laboratory	\$150.00/15 min
33.	Cardio-Pulmonary Stress Test, when specified	\$385.00
34.	Bruce Protocol Stress Test, when specified	\$185.00
35.	Jobsite assessment	\$75.00/hr
36.	Psychological or psychiatric evaluation	\$700 w/o test \$800 w/test
37.	Cardiologist Services Complete Echo Study	\$250.00
	Office Consultation	\$250.00
38.	MRI; when specified (\$w/out contrast/\$ with contrast)	\$425/\$575
39.	Respirator Mask Fit	\$20.00
40.	Other (fls/itemize): PSA	\$22.00
	Hepatitis A Titer	\$22.00
	Hep A First/Second	\$82.00 each
	Hepatitis B Titer	\$22.00
	Hep B First/Second/Third	\$65.00 each
	Hepatitis C Titer	\$25.00
	Rabies Titer	\$35.00
	Rabies Vaccine	\$305.00
	Tetanus (Td) Vaccine	\$40.00
	Flu (Fee varies by season and make-up of vaccine)	\$35.00

SERVICE		RATE/FEE/CHARGE
41.	Specialties: Addiction Medicine	Physician's Name(s) Dr. Jacqueline Pasco
	Allergy & Immunology	Dr. Sanjay Swami Dr. Harry Katz
	Anesthesia-Pain Medicine	Ascension St. Vincent's Spine & Pain Institute
	Cardiology	Ascension St. Vincent's Cardiology
	Dermatology	Dr. Madellene Galners Dr. Jonathan Kantor
	General Surgery (hernias)	North Florida Surgeons
	Infectious Diseases	Dr. Jennifer Katsolis Dr. Catherine Smith
	Neurology	St. Vincent's Spine & Brain Institute
	Ophthalmology	Clay Eye Physicians and Surgeons
	Orthopedics	SE Orthopedics Specialists
	Physical Medicine & Rehabilitation	Dr. John Evans
	Psychiatric/Psychology	Dr. Jacqueline Pasco, Psychiatrist Dr. Justin D'Arenzo, Psychologist Dr. Roxanne Louh, Psychologist
	Pulmonology	St. Vincent's Lung, Sleep, and Critical Care Associates
Toxicology	Dr. Stephen J. Kracht, MRO Dr. Delores Loveless, MRO	
<p>The City of Jacksonville requires that Provider provide results within 4 working days for candidates who pass physical examinations without complications, with the exception of annual HAZMAT and Medical Surveillance exams, which require a Phenol test that can take up to twenty-one (21) days for the results to come back. The day of the examination shall not be counted in the calculation of the 4 working days. Failure to meet this deadline may result in the City reducing the fee by 50%.</p>		
On-site immunizations and Health Fairs will occur during the week and during normal business hours. Provider will provide services during these hours.	Time Frame (to-from hours) 7:00am to 7:00pm M-F	On-site Service Cost + Normal Cost of Service \$40/hr. RN, 2 hr. min \$25/hr. MA, 2 hr. min \$150/hr. MD, 2 hr. min
On-call/After-Hours Services	After 7pm M-F	N/A

*N/A per addendum answers stating that 24/7 no longer required by this RFP.

Note for All Physicians will be in the St. Vincent's Health Network Rates will be the contracted insurance rates of the appropriate CPT code.

Additional Services mentioned in RFP P-11-21 and not found on the provided Quotation of Rates and Fees or Charges Form – these services are also listed in our current contract P-32-16 – these services are mentioned as a deviation on the deviations page of this RFP.

	SERVICE	RATE/FEE/CHARGE
1.	Cardiovascular Ultrasound (Carotid, Abdominal Aorta, ABI)	\$100.00
2.	NFPA 1582 – Isokinetic Testing	\$40.00
3.	Body Composition Analysis – Body Metrics Pro System US	\$45.00
4.	Body Composition Analysis – DexeScan	\$130.00
5.	TSH – Thyroid Stimulating Hormone	\$18.00
6.	Hemoccult	\$20.00
7.	Audiometric Testing	\$30.00
8.	Thyroid Ultrasound Diagnostic	\$200.00
9.	Liver, Pancreas, Spleen, Gall Bladder, and Kidney US	\$200.00
10.	Osteoporosis Bone Density	\$140.00
11.	Functional Capacity Evaluation	\$40.00
12.	Total Lipid Profile	\$12.00
13.	Hair Drug Screen	\$40.00

	SERVICE	RATE/FEE/CHARGE
1.	MMR Titer	\$25.00
2.	MMR Vaccine	\$95.00
3.	Tdap Vaccine	\$55.00
4.	Chicken Pox Varicella Vaccine	\$180.00
5.	Blood Chromium Screen	\$30.00
6.	Urine Cadmium Screen	\$42.00
7.	Beta-2 Microglobulin	\$35.00
8.	Urinary Phenol Screen	\$65.00

	SERVICE	RATE/FEE/CHARGE
1.	NO SHOW Fee for Psychiatrist or Psychologist	\$150.00
2.	Consultation Fee by phone or in person with Psychiatrist or Psychologist	\$150.00/hr.
3.	Additional Diagnostic Assessment by Psychologist	\$250.00/hr.
4.	Drug Screen Charge for specific Drug not currently tested in the standard panel performed for the COJ Contract – this would be a drug test requested by the Psychiatrist to monitor compliance with prescription or to test for a drug of abuse not tested in the standard panel performed for the COJ Contract	\$3.00 per add on – per drug to be tested.



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City of Jacksonville, Florida


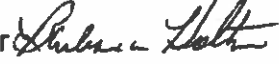
Donna Deegan, Mayor

Department of Finance
Risk Management Division
117 W. Duval Street, Suite 335
Jacksonville, FL 32202
(904) 255-5344
www.coj.net

MEMORANDUM

Date: July 24, 2022

To: Dustin Freeman, Chairman
Professional Services Evaluation Committee

From: Michelle Montford, Risk Management Claims Systems & Compliance Manager 
Barbara Holton, Workers' Compensation Claims Manager 

Subject: P-17-23 RFP Claims Review Services

The Risk Management Division received one (1) proposal for the **Claims Review Services** and found it to be responsive, interested, qualified and available to provide the services required by the Request for Proposal (RFP).

The proposal was evaluated using the selection criteria outlined in the Purchasing Code as augmented by the RFP.

Based on the above, the following company was determined to be qualified and available to perform the required services and that company is:

- 1) Siver Insurance Consultants

Please advise us when this item is placed on your agenda so we may be present. After a full committee review, we request that this item is sent to the Mayor for final decision

Attachment(s): Scoring Matrix

Thank you for your consideration in this matter.



ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Donna Deegan, Mayor

Department of Insurance
Risk Management Division
117 W. Duval Street, Suite 335
Jacksonville, FL 32202
(904) 255-5314
www.coj.net

MEMORANDUM

DATE: July 14, 2023

To: Dustin Freeman, Chairperson and Professional Services Evaluation Committee

Copy: Alex Baker, PSEC Specialist

From: Tracy Flynn, Risk Manager

Kevin Collier, Property & Casualty Insurance Compliance Manager

Michelle Montford, Claims Systems & Compliance Manager

RE: Piggyback of DCSB Master Casualty Consultant – Siver Insurance Consulting
P-58-15- Request for Amendment Eight (8)

The current contract with E.W. Siver & Associates d/b/a Siver Insurance Consultants Management (“Siver”) (No.) for insurance consulting services allows for Siver to consult for the City for a term of **October 1, 2023, to September 30, 2024**, as a one-year extension.

The current contract will be amended to continue those insurance consulting services for the City. The premium adjustment from the current maximum indebtedness of \$460,000.00 to an additional \$60,000.00 for a new total maximum indebtedness of \$520,000.00.

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, 2023, to September 30, 2024, 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 – 2023-2024 Siver continuation interest letter, extension proposal & DCPS agreement.

Exhibit B- 2023-2024 4th Renewal letter -RFP No 07-15

Exhibit C-2023-2024 Siver Agreement for Risk Management Program Services

Thank you for your consideration.

Michelle Montford

Claims Systems & Compliance Manager
for Risk Management Division

117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381 904-255-5313



Post Office Box 21343
St. Petersburg, Florida 33742-1343
Telephone: (727) 577-2780

Email: gerickson@siver.com

July 14, 2023

Michelle Montford, CWC, CWL
Risk Management Claims System and Compliance Manager
Division of Insurance and Risk Management
City of Jacksonville
117 W. Duval Street, Suite 335
Jacksonville, FL 32202

Subject: Master Casualty Consultant
One Year Contract Extension Proposal

Dear Ms. Montford,

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 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, 2023 through September 30, 2024. The Siver billing rates for this term will be as follows:

Consultants:	\$220.00 per hour
Support/Paraprofessional:	\$50.00 per hour

As we have discussed, the Consultant rate will apply after October 1, 2023 for any work performed by Laura Rybka, JD, ARM.

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

Very truly yours,

SIVER INSURANCE CONSULTANTS

A handwritten signature in cursive script that reads "George W. Erickson".

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

Duval County Public Schools

Purchasing Services
1701 Prudential Drive, Suite 322
Jacksonville, FL 32207

www.duvalschools.org

PH: (904) 858-4848

FAX: (904)858-4868



July 11, 2023

Kathy Gordon, ARM, AAI
Vice President
Siver Insurance Consultants
P.O. Box 21343
St. Petersburg, FL 33742

RE: RFP No. 07-15/TW, Risk Management Consultant/Employee Benefits Auditing Services

Ms. Gordon:

On Tuesday, July 11, 2023 the Superintendent's designee of Duval County Public Schools renewed the contract for Risk Management Consultant/Employee Benefits Auditing Services, RFP No.07-15/TW. This is the fourth renewal for the period of January 1, 2024 through December 31, 2024.

In accordance with Section 16 of the RFP, insurance requirements, please forward an updated copy of your insurance certificate.

If you have any questions about this renewal, please contact Terrence Wright at (904) 858-4859.

We look forward to a continued successful partnership.

Terrence Wright, Director
Duval County Public Schools

cc Anita Locke
Louis Mitchum
Master Bid File



Post Office Box 21343
St. Petersburg, Florida 33742-1343
Telephone: (727) 577-2780

Email: gerickson@siver.com

July 14, 2023

Michelle Montford, CWC, CWL
Risk Management Claims System and Compliance Manager
Division of Insurance and Risk Management
City of Jacksonville
117 W. Duval Street, Suite 335
Jacksonville, FL 32202

Subject: Master Casualty Consultant
One Year Contract Extension Proposal

Dear Ms. Montford,

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 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, 2023 through September 30, 2024. The Siver billing rates for this term will be as follows:

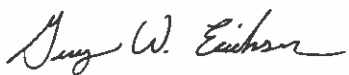
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Support/Paraprofessional:	\$50.00 per hour

As we have discussed, the Consultant rate will apply after October 1, 2023 for any work performed by Laura Rybka, JD, ARM.

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

Very truly yours,

SIVER INSURANCE CONSULTANTS



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

AGREEMENT FOR RISK MANAGEMENT PROGRAM SERVICES

This Agreement is entered into effective December 14, 2020, between The School Board of Duval County, Florida, a body politic and corporate (the "District") and E.W. Siver & Associates, Inc., a Florida corporation (the "Contractor"). The District and Contractor may be referred to in this Agreement singularly as a "Party" and collectively as the "Parties."

Recitals, Background and Purpose

District policy 7.70 and Rule 6A-1.012(15), F.A.C., authorizes and allows the District to enter into this Agreement for risk management program services.

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. Incorporation of Recitals. The parties hereto acknowledge and agree that the recitals set forth above are true and correct and are incorporated herein by this reference.
2. Services; Payment Terms. Contractor's services are described in Exhibit A attached hereto and incorporated herein by this reference. The District shall issue payment in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of the services provided in accordance with the terms and conditions of the Agreement. Contractor shall be paid an hourly rate as follows:

Consultant: \$220.00 per hour
Support/Paraprofessional: \$50.00 per hour

Any penalty for delay in payment shall be in accordance with applicable law. The District's maximum indebtedness under the Agreement shall not exceed \$8,000.00. Payment will be made pursuant to Contractor's proper invoice delivered to the District on no less frequently than a monthly basis, which monthly invoices shall be in form and content as required by the District for purposes of its review and verification (including but not limited to supporting documentation, such as Contractor's timesheets describing the services performed, with the timesheet entries including the date a particular service was performed, the name of the person providing the service, a general description of the work performed, the hourly rate and the fee for services).

3. Federal Requirements. Intentionally deleted.
4. Representations by Contractor. Contractor represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Florida; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in the Agreement; and (iv) the individual executing the Agreement on behalf of Contractor is authorized to do so.
5. Travel Expenses. The Contractor shall be responsible for all travel expenses related to Contractor's personnel.
6. Risk of Loss. All work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by District. In the case

of any loss or damage to the work prior to the District's acceptance, such loss or damage will be Contractor's responsibility. Delivery of any goods to the District pursuant to the Agreement must be by FOB destination.

7. Insurance. District certifies that it is self-insured pursuant to the provisions of §768.28, F.S., for tort liability in anticipation of any claim which it might be liable to pay pursuant to that section. Worker's compensation coverage is also self-insured at levels conforming to statutory requirements. Such liability and workers' compensation self-insurance supersedes any insurance obligation imposed on the District in the Agreement. District shall insure that Contractor receives immediate notification of reduction in or cancellation of coverage. Contractor agrees to maintain insurance coverage according to the types and levels of insurance set forth in Exhibit B, is incorporated into this Agreement by reference hereto. The term "CONTRACTOR/VENDOR" in Exhibit B, shall mean the "Contractor" under this Agreement.

8. Funding Out. Each payment obligation of the District created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this Agreement may be terminated by the District at the end of the period for which funds are available. The District shall notify the vendor at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

9. Confidentiality of Student Records. Contractor understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose the student information to any third party.

10. Term; Termination. The term of this Agreement commences December 14, 2020 and ends March 31, 2021. The District reserves the right to terminate the Agreement at any time and for any reason upon giving thirty (30) days written notice to the Contractor. If said Agreement should be terminated for convenience as provided herein, the District will be relieved of all obligations under said Agreement. The District will be required to pay that amount of the Agreement actually performed to the date of termination.

11. Hold Harmless/Indemnification. Subject to the limitations of §768.28, Florida Statutes, the District agrees to indemnify and hold harmless Contractor from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the District arising out of or in connection with the provisions of this Agreement. In no event will the District's liability under this provision exceed the sum of \$200,000 per person or \$300,000 per occurrence. Contractor agrees to indemnify, hold harmless and defend the District from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of Contractor and/or sub-contractors arising out of or in connection with the provisions of this Agreement.

12. Governing Law/Venue/Attorneys' Fees. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue exclusively in Duval County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement.

13. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Nothing herein shall be construed as consent to be sued by third parties in any matter arising out of any contract.

14. Sovereign Immunity. Except as otherwise provided by Florida Law, neither the execution of this Agreement by the District nor any other conduct, action or inaction of any District representative relating to the Agreement shall be construed as a waiver by District of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

15. Employment Eligibility. Pursuant to the provisions of section 448.095, Florida Statutes, the parties agree to the following. For purpose of this section, the term "contract" includes this Agreement and any contract between the Contractor and any of Contractor's subcontractor(s):

(a) Beginning January 1, 2021, the District, the Contractor, and any of Contractor's subcontractor(s) shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The District, the Contractor, and any of Contractor's subcontractor(s) may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) 1. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

2. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. The District, the Contractor, or any of the Contractor's subcontractors who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall terminate the contract with the person or entity.

2. If the District has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, then the District shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under subparagraph 1. or subparagraph 2. is not a breach of contract and may not be considered as such.

(d) The District, Contractor, or any of Contractor's subcontractor(s) may file an action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

(e) If the District terminates the Agreement with Contractor under paragraph (c), the Contractor may not be awarded a public contract for at least 1 year after the date on which the Agreement was terminated.

(f) The Contractor is liable for any additional costs incurred by the District as a result of the termination of a contract.

16. Subcontractors. If Contractor is permitted to subcontract any of the work set forth in the Agreement, Contractor shall ensure that each subcontractor complies with all provisions of the Agreement. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement. It is the policy of the District that directly negotiated contracted services authorized by District Policy 7.41 shall not be brokered. Specifically, the Contractor must perform at least fifty percent (50%) of the services to be provided to the District in lieu of said services being provided by any subcontractor(s). Inasmuch as this Agreement is authorized by the District to be signed pursuant to Policy 7.41, the Contractor represents and warrants to the District that at least fifty percent (50%) of the services to be provided under this Agreement will be provided directly by the Contractor.

17. Entire Agreement. This Agreement represents the entire agreement between the parties, may only be amended by a written agreement signed by both parties, and supersedes all prior or contemporaneous oral or written agreements and understandings with respect to the matters covered by this Agreement

18. Florida's Public Records Laws. This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Contractor agrees to:

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT'S CONTRACT

ADMINISTRATOR) AT THE ADDRESS AND PHONE NUMBER BELOW.

19. Indemnification for Copyright Infringement. Contractor shall defend, indemnify and hold the District and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark or (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing.

20. Intellectual Property Rights – Use. Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in the Agreement. Contractor will indemnify and hold harmless the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the District. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

21. Non-Discrimination. Contractor represents and warrants to the District that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under the Agreement on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity/expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity/expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the Agreement.

22. Severability. If any clause or provision of the Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the remainder of the Agreement shall not be affected thereby; and in lieu of each clause or provision of the Agreement which is illegal, invalid or unenforceable, there shall be added, as part of the Agreement or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and as may be legal, valid and enforceable.

23. Assignment. This Agreement, nor any portion thereof may be assigned by Contractor, in whole or in part, without the prior written consent of the District.

24. Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation or termination of the Agreement, including, by way of example only, the Indemnification and Confidentiality provisions, shall survive the expiration, cancellation or termination of this Agreement.

25. No Gifts or Contingent Fees. It is the policy of the District to not accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staff, or families. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. Contractor further warrants that it, nor any of its directors, employees, officers or agents, nor any of Contractor's respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to the Agreement. For the breach or violation of these provisions, the District shall have the right to terminate the Agreement without liability and/or, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

26. Disclosure of Employment of Former District Employees. Pursuant to District Policy all bidders, proposers, consultants, and contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two (2) years, have been or are employees of the District. And all bidders, proposers, consultants, and contractors are required to disclose the name of any District employee who owns, directly or indirectly, any interest in the Contractor's business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District employee, a list of the positions the employee held in the last two (2) years of his or her employment with the District, and the dates the employee held those positions. By its signature of the Agreement, Contractor certifies to the District that there are no names to disclose to the District pursuant to this section.

27. Jessica Lunsford Act. All District and Contractor employees, appointees, or agents who come into contact with students as part of the Agreement must submit a background check, in a manner prescribed by District (which manner is required by section 1012.467, Florida Statutes). Any non-District personnel associated with the Agreement and who may come into contact with students as part of the Agreement will be screened at Contractor's expense. Contractor shall not permit persons to provide services to student under this Agreement if any such person does not meet the standards under Florida law and the District's hiring standards concerning criminal background employee history checks. Failure to comply with this provision shall be cause for immediate termination of this Agreement.

28. Publicity. Contractor shall not use the District's name, logo or other likeness in any press release, marketing materials or other public announcement without receiving the District's prior written approval.

29. Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

30. Notices; Agency Administrator. Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below or such other address as either party may designate by notice from time to time in accordance herewith:

If to Contractor:

E. W. Siver & Associates, Inc.
801 94th Avenue North, #202
St. Petersburg, Florida 33742

If to District:

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

With copy to:

Office of General Counsel
c/o 1701 Prudential Drive
Room 340
Jacksonville, FL 32207
Phone: (904) 390-2032

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the parties' respective representatives, which representatives shall be designated by the parties in writing promptly upon commencement of the Services. Once so designated, each party's representative shall coordinate communications and processes as needed for the purposes of conducting the services set forth in the Agreement, as well as the process for routine or administrative communications. The parties shall also reasonably cooperate as to the development (including content and format) of the invoicing and any reports to be provided by Contractor as part of the services.

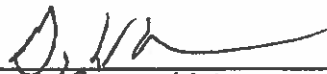
District Contract Administrator:

Duval County Public Schools
Attn: Stan Jurewicz, Executive Director
1701 Prudential Drive, 2nd Floor
Jacksonville, FL 32207
(904) 390-2309

31. Facsimile and Scanned Signatures. This Agreement may be signed via counterpart and facsimile or scanned signatures, the counterparts and facsimiles of which, when taken together, shall be deemed to constitute an entire and original Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized representatives as of the day and year shown above.

E.W. Siver & Associates, Inc.

By: 
Name: GEORGE W. ERIKSON
Title: EXECUTIVE VICE PRESIDENT

[Signatures on next page]

*[Signature Page to Agreement for Risk Management Program Services between
The School Board of Duval County, Florida, and
E.W. Siver & Associates, Inc.
Dated Effective December 14, 2020]*

THE SCHOOL BOARD OF DUVAL
COUNTY, FLORIDA

By: 

Dr. Diana Greene,
Superintendent of Schools and
Ex-Officio Secretary to the Board

By: *[Signature not required per Policy 7.41]*
Elizabeth Andersen, Chairman

Form Approved:

By: 

Office of General Counsel

Exhibit A
The Services

Contractor shall prepare and deliver a report outlining and analyzing the various approaches to proving and/or requiring insurance in relation to large on-going construction programs. Among the items to be addressed in the report are the following:

A. The general issue of which party should purchase or provide the workers' compensation and general liability insurance for construction projects. This shall include reviewing, analyzing, and making recommendations regarding:

- (1) Owner Controlled Insurance Programs ("OCIPs").
- (2) Contractor Controlled Insurance Programs ("CCIPs").
- (3) Traditional approaches (i.e., requiring insurance to be provided by contractors and subcontractors.)

B. Various approaches with respect to design professional liability insurance including:

- (1) Whether to require project specific coverage or firm specific coverage.
- (2) Whether to purchase Owners Professional Protective Insurance ("OPPI").
- (3) How to address requirements with respect to sub-consultants.

C. The advantages and disadvantages to various approaches to providing property insurance on DCPS construction projects including:

- (1) Which party(ies) should purchase/provide builder's risk insurance.
- (2) The need for coverage for "soft costs" and delay damages.
- (3) The need for coverage for losses arising from construction defects and faulty workmanship including a review of the various options available from the London Engineering Group (LEG1, LEG2 and LEG3).

D. How to structure the requirements for contractors in bid documents and how to set up bid documents to best capture actual contractor insurance costs.

E. The advantages and disadvantages of various approaches to surety bonds (i.e., performance and payments bonds) on the project including:

- (1) Traditional bond requirements vs. Subguard.
- (2) Surety assistance programs.

F. The value and whether there is a need for certain ancillary coverages, such as Pollution Liability, Cyber Liability, Terrorism Insurance or various marine coverages.

G. A summary listing of the Florida laws specifically applicable to the District's insurance and bonding of its construction projects.

An initial report will be delivered as soon as it can reasonably be completed, but not later January 31, 2021. Possible revisions and additions to the initial report will be made in collaboration with the District and a final version delivered at an agreed to date prior to the termination date of this agreement. In addition to the above items, the report will review the advantages and disadvantages of the various issues and their potential impact on the District. In addition, where appropriate, the Contractor will include recommendations for what it believes is the best approach for the District and will be available to discuss their findings and recommendations following the delivery of the report.

Exhibit B
Insurance Requirements

A. Description of the VENDOR/CONTRACTOR Required Insurance. Without limiting any of the other obligations or liabilities of the VENDOR/CONTRACTOR, the VENDOR/CONTRACTOR shall, at the VENDOR/CONTRACTOR's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCSB and shall be maintained in force throughout the term of this Agreement.

1. Workers' Compensation/Employers' Liability. The Workers' Compensation/Employers' Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements set forth herein.

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

(b) The policy must be endorsed to waive the insurer's right to subrogate against DCSB, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with DCSB, and its members, officials, officers and employees scheduled thereon.

(c) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall be not less than:

\$1,000,000	Each Accident
\$1,000,000	Disease - Each Employee
\$1,000,000	Disease - Policy Limit

2. Commercial General Liability. The Commercial General Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial

General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.

The coverage may not include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead

(b) The limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall be not less than:

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

(c) The VENDOR/CONTRACTOR shall include DCSB and the DCSB's members, officials, officers and employees as "additional insureds" on the Commercial General Liability coverage. The coverage afforded such additional insureds shall be no more restrictive than that which would be afforded by adding DCSB and the DCSB's members, officials, officers and employees as additional insureds on the latest edition of the Additional Insured – Owner's, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

(d) Except with respect to coverage for property damage liability, or as otherwise specifically authorized in this Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of \$1,500 per occurrence. The VENDOR/CONTRACTOR shall pay on behalf of DCSB or the DCSB's member, official, officer or employee any such deductible or self-insured retention applicable to a claim against DCSB or the DCSB's member, official, officer or employee for which the DCSB or the DCSB's member, official, officer or employee is insured as an additional insured.

3. Business Auto Liability. The automobile liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR's insurance shall cover the VENDOR/CONTRACTOR for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

(b) The DCSB and the DCSB's members, officials, officers and employees shall be included as "additional insureds" in a manner no more restrictive than that which would be afforded by designating the DCSB and the DCSB's members, officials, officers and employees as additional insureds on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

(c) The limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall be not less than:

\$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

B. Evidence of Insurance. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCSB and shall be maintained in force throughout the term of this Agreement. The VENDOR/CONTRACTOR shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto Liability, the VENDOR/CONTRACTOR shall furnish DCSB with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to DCSB, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of DCSB, identify this Agreement, and provide that DCSB shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status for DCSB on the Commercial General Liability insurance, the VENDOR/CONTRACTOR shall furnish DCSB with:

(a) a fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of DCSB and the DCSB's members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; or

(b) the original of the policy(ies).

3. Until such time as the insurance is no longer required to be maintained by the VENDOR/CONTRACTOR as set forth in this Agreement, the VENDOR/CONTRACTOR shall provide DCSB with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to DCSB, if requested by DCSB, the VENDOR/CONTRACTOR shall, within thirty (30) days after receipt of a written request from DCSB, provide DCSB with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The VENDOR/CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required under this Agreement.

C. Qualification of the VENDOR/CONTRACTOR's Insurers

1. Insurers providing the insurance required by this Agreement for the VENDOR/CONTRACTORS must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida Statutes.

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the VENDOR/CONTRACTOR has knowledge of any such failure, the VENDOR/CONTRACTOR shall immediately notify DCSB and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the VENDOR/CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to DCSB, the VENDOR/CONTRACTOR shall be in default of this Agreement.

D. The VENDOR/CONTRACTOR's Insurance Primary and Non-Contributory. The insurance provided by the VENDOR/CONTRACTOR pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by DCSB or the DCSB's member, official, officer or employee.

E. The VENDOR/CONTRACTOR's Insurance As Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the VENDOR/CONTRACTOR, or its Subcontractors or Sub-subcontractors, employees or agents to DCSB or others. Any remedy provided to DCSB or the DCSB's members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F. No Waiver by DCSB Approval/Disapproval. Neither approval by DCSB nor failure to disapprove the insurance furnished by the VENDOR/CONTRACTOR shall relieve the VENDOR/CONTRACTOR of the VENDOR/CONTRACTOR's full responsibility to provide the insurance as required by this Agreement.



City of Jacksonville, Florida

Donna Deegan, Mayor

Planning and Development Department
214 North Hogan Street #300
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

ONE CITY. ONE JACKSONVILLE

TO: Dustin Freeman, Chairman
Professional Services Evaluation Committee (PSEC)

FROM: Joshua Gideon, Chief of Building Inspection Division
Planning and Development Department

Robert Blanco, Planning Services Manager
Planning and Development

RE: P-19-23 Building Permit & Plan Review Services

DATE: July 27, 2023

The Planning and Development Department received three (3) proposals for the **Building Permit & Plan Review Services RFP** and all were responsive, interested, qualified and available to provide the services required.

The proposals were evaluated using the selection criteria outlined in the Purchasing Code as augmented by the RFP.

Based on the above, the following company was determined to be the highest scoring qualified and available to perform the required services and that company is:

- 1) Bureau Verita NA, Inc.
- 3) Charles Abbott Assoc. Inc.
- 2) ECS Florida LLC

The Planning and Development Department respectfully requests authorization to award services to this company and proceed with contract negotiations

Attachment(s): Scoring



City of Jacksonville, Florida

Donna Deegan, 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.

July 17, 2023

TO: Dustin Freeman, Chairman
Professional Services Evaluation Committee

THRU: Steven D. Long, Jr., P.E.
Director of Public Works

FROM: Robin G. Smith, P.E.
Chief, Engineering and Construction Management

Nikita Reed, PE
Public Works Project Manager

Maria Williams, P.E.
Professional Engineer

SUBJECT: Request for Permission to Review Proposals
P-52-22 Misc. Architectural/Engineering Services-Annual Contract

The Department of Public Works received Four (4) proposals for evaluation for the subject project. Two were found to be responsive, interested, qualified and available to provide the services required by the RFP, one was considered non-responsive because they failed to follow the guidelines for the Statement of Qualifications in their response and the 4th was considered non-responsive because they failed to meet the JSEB requirements for the RFP solicitation for the Referenced RFP. **Per Section 126.302(f) of the Procurement Code if:**

"PSEC receives responses from less than three proposers, it shall re-solicit proposals from proposers previously solicited and from additional persons, unless it determines, in writing, that no advantage would be obtained by re-soliciting. Notwithstanding the number of responses received, PSEC may proceed to consider those proposers responding to the re-solicitation or to the initial solicitation if it determines, in writing, that no advantage would be obtained by re-soliciting."

The Department of Public Works does not have sufficient staff to provide Misc. Architectural/Engineering Services. Since Public Works does not have adequate in-house staff, the City has, in the recent past been hiring a Consultant to provide the necessary services. The RFP for these services was advertised for almost 4 weeks and we received 4 professional services proposals. Additionally, we believe that we have received proposals from qualified firms.

Considering the foregoing information, staff requests permission to review and rank the 2 proposals received.

SDL/lw

Attachment: Scoring Matrix

cc: Lori West, Engineering and Construction Management