SUBJECT: ELECTRICAL SERVICES FOR CITY BUILDINGS – RE-BID

BID #: SC-0340-24 **OPEN DATE:** 3/6/2024

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT – THREE (3) YEARS FROM THE DATE OF AWARD WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC BUILDINGS DIVISION

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

NUMBER OF BIDS INVITED: 6 **NUMBER RECEIVED:** 2 **OTHER:** 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to Miller Electric Company as the lowest responsive, responsible bidder. Period of service will be three (3) years from the date of award with two (2) one (1) year renewal options. Estimated initial not-to-exceed award amount will be $2,000,000.00.

Funding for this award will be encumbered from various agency accounts and executed by Purchase Orders.

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

ANALYST: _____
DAVID KLAGES

RESPECTFULLY SUBMITTED: _____
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: ROY BIRBAL, CHIEF, PUBLIC BUILDINGS DIVISION

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

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

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A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor

Department of Public Works

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

MEMORANDUM

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

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

DocuSigned by:
1EFA223D5D23487

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

SUBJECT: **Recommendation to Award SC-0340-24**
Miller Electric Company
Electrical Services for City Buildings

DATE: **March 7, 2024**

In response to the solicitation for bids to provide Electrical Services for City Buildings, the Procurement Division received two (2) responses and forwarded the results to the Public Buildings Division to review for a recommendation to award.

After reviewing the bid, the Public Buildings Division recommends approval of award to the lowest responsive, responsible bidder, Miller Electric Company, in the maximum indebtedness of $2,000,000.00.

Funding for this award will be encumbered by Purchase Order Agreement dependent on funding, the appropriate account for the buildings being served and fiscal year.

The term of this agreement is three (3) years from the date of the award with two (2) one (1) year renewal options.

Your assistance in concurring with this recommendation for the respective award would be appreciated. If you have any questions or need additional information regarding this request, please contact Kelly Hooten at 255-4340.

Attachments: Bid Tabulation
Vendor Bid

BID TABULATION

Title:	Electrical Services for City Buildings - Re-Bid
Bid No.:	SC-0340-24
Close Date:	March 6, 2024
Analyst:	David Klages
No. Invited:	(6) **No. Received:** (2) **Other:** (1)
Announcer:	Melissa Pierce
Recorded By:	Michelle Spitler

Item #	Description	Unit of Measure	Est. Annual Quantity	Brooks Building Solutions Unit Price	Brooks Building Solutions Extended Price	Miller Electric Company Unit Price	Miller Electric Company Extended Price
1	Licensed Electrician – Regular Hours	Hour	1,000	$114.50	$114,500.00	$100.00	$100,000.00
2	Helper/Apprentice – Regular Hours	Hour	500	$60.50	$30,250.00	$60.00	$30,000.00
3	Licensed Electrician – Overtime Hours	Hour	100	$148.00	$14,800.00	$135.00	$13,500.00
4	Helper/Apprentice – Overtime Hours	Hour	50	$115.00	$5,750.00	$85.00	$4,250.00
5	Mark-up on Materials **(16% Maximum)**	Each	250,000	16% markup	$290,000.00	16% markup	$290,000.00
6	Mark-up on Subcontractors **(10% Maximum)**	Each	50,000	10% markup	$55,000.00	10% markup	$55,000.00
			Total Bid (Items 1 - 6):	**$510,300.00**		**$492,750.00**	

	Brooks Building Solutions	Miller Electric Company
Terms:	Not Stated	No Discount
Delivery:	N/A	N/A
Signed Bid Form:	Yes	Yes
Bid Proposal Form:	Yes	Yes
Conflict of Interest Certificate:	Yes	Yes
Business References:	Yes	Yes
FDOT Project List that Includes Bridge Work:	No	Yes
Licensed Electricians List:	Provided Copies of Licenses	Yes
Addenda:	N/A	N/A

TERMS AND CONDITIONS

ELECTRICAL SERVICES FOR CITY BUILDINGS – RE-BID

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

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

3. **TERM OF AGREEMENT**
The term of this agreement will be three (3) years from the date of award with two (2) one (1) year renewal options. Renewal Options may be exercised at the discretion of the City based on supplier performance and adherence to the terms and conditions set forth in the bid documents.

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

   a. Bidder must have a current "Certified Electrical Contractor" license from the State of Florda, Department of Business & Professional Regulation (link below) at the time of bid opening."

   https://www.myfloridalicense.com/wl11.asp?mode=1&SID=&brd=&typ=

   b. Bidder must have a minimum of eight (8) years of experience as a State of Florida Licensed Electrical Contractor with commercial annual sales totaling in excess of three million dollars ($3,000,000.00) for the last three (3) years.

   c. Bidder must have completed projects working directly with the Florida Department of Transportation (FDOT) that include lane closures **and** bridge work within the past four (4) years.

   d. Bidder must maintain a minimum of six (6) full-time licensed Electricians and at least one (1) full-time Journeyman/Master Licensed Electrician.

   e. Bidder must have a minimum of six (6) fully equipped service vehicles containing the tools and equipment used in Commercial Electrical Contracting Service and Installation. A pre-award inspection of the company's vehicles and equipment may be made prior to award.

5. **PRE-BID CONFERENCE**
N/A.

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

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

8. DELIVERY

N/A.

9. ESCALATION/DE-ESCALATION

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

10. PRICES

All unit prices shall include **freight, delivery, and handling charges** to the delivery location as outlined in the bid documents.

11. PICK UP AND RETURNS

The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

12. COMPLIANCE WITH SPECIFICATIONS

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

13. INVOICING

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include: Purchase Order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 45 days. All original invoices shall be submitted to: COJ1CloudInvoices@coj.net. The invoice email subject line **MUST BE**: inv_300000008806179. Invoices can also be submitted through the 1Cloud Supplier Portal.

14. INSURANCE/INDEMNIFICATION

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

15. REPORTING

The City may request, during the term of this bid, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

16. SUPPLIER ACCESSIBILITY

The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

SPECIFICATIONS

ELECTRICAL SERVICES FOR CITY BUILDINGS – RE-BID

All questions or discrepancies regarding the bidding process or the bid documents must be submitted in writing to David Klages, Purchasing Analyst, at dklages@coj.net by the date and time specified on the Bid Form.

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

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

Bidders must meet all the Minimum Requirements listed in the Terms and Conditions to be considered for award.

Part I – General

Scope of Work
The City of Jacksonville (Buyer/City/COJ) is accepting proposals from qualified electrical contractors for electrical installation, maintenance, and repair services at City owned or leased facilities at the request of the Public Buildings Division.

Scheduling of Operations
Contractor must note that work is generally performed in occupied facilities. The scheduling of work is of utmost importance. The Contractor will meet with Public Building Division representatives prior to scheduling and commencement of work.

Emergency repair service shall be available from the Contractor on 24-hour basis, 7 days a week, 365 days a year. Contractor must provide at least three (3) 24/7/365 emergency contacts for City-related emergencies.

Requirements of Regulatory Agencies
Contractor shall perform all work in accordance with applicable codes. The work shall be completed by certified and experienced persons skilled in the trade and in accordance with the best practices of the trade.

Contractor shall give all necessary notices, obtain all state and municipal permits, pay all fees necessary in connection with the installation, including sales and use taxes as applicable, and perform all tests as are called for by regulations of such authorities.

Security requirements will be the responsibility of the Contractor, including, but not limited to, providing workers who can pass security requirements, meeting application fees and renewals, and maintaining a staff of badged employees for any City facility.

Guarantee/Warranty
By entering into a contract with the City, the Contractor guarantees that the materials and workmanship are first-class in every aspect, and that the Contractor will make good any defect not due to ordinary wear and tear or improper use or care which may develop within one (1) year from the date of final payment.

City's Right to Terminate ForConvenience
The City reserves the right to terminate the contract for any reason by giving thirty (30) days written notice to the Contractor. If the contract is terminated for convenience, the City will be relieved of all further obligations other than payment for the amount of approved services actually performed up to the date of termination. Access to all work papers will be provided to the City after termination of contract.

Part 2 – Outline of Services

Regular Requests
The Contractor shall respond to the facility for routine services within two (2) business days of being notified by the City. Work can commence without approval of a quotation for up to $500.00 for parts and labor total. Services requested over $500.00 for parts and labor will require an approved quotation prior to commencing.

After-Hours/Emergency Requests
The Contractor shall respond to the facility for after-hours/emergency service requests within two (2) hours of being notified by the City. Emergency services shall include corrective repair of any electrical problem required to restore the facility and/or ground to operational, secure, and safe condition. This work will commence with written (email or fax) authorization from the Public Buildings Division Facility Manager and prior to having an approved and signed estimate. Once an emergency scope of work is completed, a follow-up cost estimate will be submitted at the Contractor's earliest available opportunity for review/approval by the City for a further non-emergency scope of work to be completed.

After-Hours/Emergency requests are defined as requests made between 6:01 p.m. and 6:59 a.m., Monday – Thursday and between 6:01 p.m. Friday and 6:59 a.m. Monday.

Electrical Installation, Maintenance, and Repair Services
Electrical installation, maintenance, and repair services shall include, but not be limited to the following:

- Electrical conduit and wiring
- Lighting systems and light control systems
- Receptacles, switches, and data and telephone wall jacks
- Emergency lighting equipment and fire alarm systems
- Power and conduit to other systems such as HVAC systems, generators, UPSs or equipment
- Data and telephone cabling
- Conduit systems for communication and other electronic systems
- Pumps, motors, electrical breakers, and controls
- Low voltage wiring
- Refrigeration electrical equipment
- Air controls
- Generator systems
- Field and street lighting requiring a bucket truck
- Card access systems
- Irrigation-electrical valves and controllers
- Electrical furnaces
- Security alarm and CCTV systems
- Excavation, backfill, concrete and asphalt paving as it relates to the electrical scope of work to accomplish a complete installation
- Proven working knowledge of FDOT regulations
- Bridge, road, and waterway work

Price
This shall be a labor and materials contract guided by the rates and pricing structure identified in the Bid Proposal Form. Proposals per individual work tasks shall be on a "Not to Exceed" basis. This is a Time and Materials contract, and all invoices shall be supported by documentation verifying the costs incurred. Should the scope or conditions change where the cost may be exceeded, authorization is required prior to exceeding the PO amount. This can include, but is not limited to, certified payrolls, copies of paid invoices for materials, subcontract agreements, etc. The City reserves the right to request firm price quotations for work/individual projects exceeding $4,500.00.

Rates shall take effect on the contract's start date and shall remain firm for the initial 12-month contract term unless the contract is terminated/cancelled. After the initial contract term, the Contractor may submit in writing a request for price escalation/de-escalation on an annual basis for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry-wide increase. The City reserves the right to decline any price increase request.

The mark-up amount on materials, supplies, and equipment shall not exceed sixteen percent (16%). The mark-up on subcontractors' invoices shall not exceed ten percent (10%). Any Change Order request will require approval from the Public Buildings Division and are subject to verification. The Contractor shall provide a detailed breakdown of all costs in each work task.

Service calls and repairs shall be invoiced at the completion of each work task, according to the rates submitted on the Bid Proposal Form. All invoices shall include, at a minimum, the following information:

1. Purchase Order number under which the work is authorized.
2. Facility name and address where the work was completed.
3. COJ Facility Manager contact information (name).
4. Hourly rates and charges.
5. Total number of hours worked.
6. Detailed list of materials supplied/installed and invoiced costs.
7. Mark-up percentage/cost.
8. Detailed description of work performed.

Part 3 – Execution

Materials
Materials/equipment installed shall be factory new, installed per the manufacturer's written instructions, and the City shall be provided with the manufacturer's complete warranty. Materials/equipment must be available for inspection by COJ staff if/when requested.

Installation
The Contractor is responsible for familiarizing himself/herself with existing field conditions prior to submitting his/her quotation. The Contractor shall coordinate the location with COJ staff prior to commencing work. All labor and materials necessary to complete the installation shall be included in the quotation.

Installation shall proceed as specified per the manufacturer's published installation instructions and to industry best standards.

At a minimum, only licensed electrical journeyman personnel will be permitted to service City facilities unless the work requires an electrical apprentice under direct supervision of the electrical Journeyman.

Installers shall be certified by the manufacturer to ensure warrantable installation when applicable. The Contractor shall ensure that he/she has the necessary resources for the successful completion of the work.

The Contractor's equipment must be in good mechanical order and not require excessive maintenance or create excessive downtime that jeopardizes the Contractors' ability to provide the work agreed to.

All work performed shall be subject to inspection and shall meet the approval of the City. If the work is not approved, the City shall have the right to reject it and require corrections. Acceptance or rejection of the work shall be made as promptly as practical, but failure to accept or reject the work shall not relieve the Contractor from responsibility for the work not provided in accordance with the contract. The City will not be deemed to have accepted the work by virtue of partial or full payment. The City shall be the final judge of all work and its decisions of all questions in dispute will be final.

The City may have its own work forces and other contractors on the site while the work of this contract is under way. The City shall coordinate the work of all contractors on the site and require their coordination with each other. If the Contractor is unable to provide the services within the timeframe required, or is unavailable, the City reserves the right to contact another contractor to perform the service(s).

The Contractor shall ensure that all repairs and/or replacement materials take into account the City's obligation for sustainability and Energy Efficient Management Programs. All repairs and/or replacement materials shall be of the same or higher standard in terms of energy consumption to achieve significant and sustainable savings in energy use cost.

The Contractor is also expected to identify any improvement opportunities during the course of maintenance or repair services within City facilities for installation of products and equipment that would reduce electrical energy consumption and/or produce environmental benefits.

Worksite Procedures

The Contractor will be required to notify City staff upon arrival and before starting any work, and prior to departure from the facility. An identity badge, parking pass, and/or keys may be required from COJ staff.

The Contractor will be required to provide employees that can pass and maintain security clearances for certain designated buildings that require security clearances. Any costs for obtaining security clearances shall be the responsibility of the Contractor.

Contractor is responsible for installing temporary restrictions, barricades, and signs during service/repair operations.

The Contractor is required to schedule work with the local users and accommodate those who cannot allow shutdown of their operations.

The Contractor must inform the COJ Public Buildings Facility Manager immediately if any safety hazard is discovered.

The Contractor must ensure all staff, including subcontractors, are wearing company t-shirts with logo/company ID when working in a City facility. The Contractor's employees should also wear in plain sight a company ID badge with their full name.

Acquiring all necessary permits will be the responsibility of the Contractor.

It is the Contractor's responsibility to locate underground utilities to ensure damage does not occur. If damage occurs, the Contractor shall repair, or make arrangements for repair of, the damage at the Contractor's own expense.

The Contractor will perform on-site minor repairs when the cumulative cost for parts and labor is $500.00 or less, as approved by the COJ Facility Manager or his/her designee. If the estimated costs exceed $500.00, the Contractor will provide a written quote and receive authorization from the City prior to commencing with the repair.

Protection
The Contractor shall use due care so that no persons are injured, or property damaged, in providing the services under this solicitation. The Contractor shall be solely responsible for all loss, damages, costs, and expenses in respect to any injury to persons, damage to property, or infringement of the rights of others incurred in the performance of the work, or caused in any manner whatsoever, by the Contractor or its employees and subcontractors. The Contractor shall immediately rectify any loss or damage for which, in the opinion of the City, the Contractor is responsible at no charge to the City and to the satisfaction of the City.

Cleaning
At the end of each day and at the conclusion of work, the Contractor shall clean up all debris, promptly remove any equipment or material, and leave the site of the work in a clean and tidy condition.

Performance Guarantee
The contractor shall assume full responsibility for providing a complete and operational electrical component upon completion of the work.

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