

**SOLICITATION
FOR PARTICIPATION IN
WALK IN PAYMENT SERVICES FOR JEA
JACKSONVILLE, FLORIDA
SOLICITATION NUMBER 004-18**



**OPTIONAL PRE-RESPONSE MEETING
PRE-RESPONSE DATE: October 9, 2017
PRE-RESPONSE TIME: 9:00 AM (EST)
PRE-RESPONSE LOCATION: JEA CUSTOMER CENTER, 1ST FLOOR, ROOM 002,
21 W. CHURCH STREET, JACKSONVILLE, FL 32202**

DIAL IN: 1-888-714-6484

PASSCODE: 817050

**RESPONSES DUE NO LATER THAN 12:00 P.M. November 7, 2017
DIRECT DELIVERY OR MAIL TO:**

**JEA PROCUREMENT BID OFFICE
1ST FLOOR, ROOM 002
21 W. CHURCH STREET, JACKSONVILLE, FL 32202**

**JEA WILL PUBLICLY OPEN ALL RESPONSES RECEIVED ON November 7, 2017, AT 2:00
P.M. IN THE JEA CUSTOMER CENTER BID OFFICE, 1ST FLOOR, ROOM 002, 21 W.
CHURCH STREET, JACKSONVILLE, FL 32202**

TABLE OF CONTENTS

1.	INVITATION TO NEGOTIATE	7
1.1.	INVITATION	7
1.1.1.	SCOPE OF WORK (ITN)	7
1.1.2.	BACKGROUND	7
1.1.3.	INVITATION TO NEGOTIATE	7
1.1.4.	QUESTIONS (ITN)	8
1.1.5.	OPTIONAL PRE-RESPONSE MEETING IN PERSON OR BY TELECONFERENCE	8
1.1.6.	SUBMITTING THE RESPONSE	8
1.1.7.	OPENING OF RESPONSES	9
1.2.	SPECIAL INSTRUCTIONS	9
1.2.1.	LETTER OF CREDIT	9
1.2.2.	INSURANCE REQUIREMENTS	9
1.2.3.	MINIMUM QUALIFICATIONS	9
1.2.4.	NUMBER OF CONTRACTS TO BE AWARDED	10
1.2.5.	REQUIRED FORMS TO BE SUBMITTED WITH RESPONSE	10
1.3.	EVALUATION METHODOLOGY	10
1.3.1.	BASIS OF AWARD - HIGHEST EVALUATED	10
1.3.2.	EVALUATION AND NEGOTIATION PROCESS	11
1.3.3.	ALTERNATE PROVISIONS AND CONDITIONS	12
1.4.	SELECTION CRITERIA	12
1.4.1.	QUOTATION OF RATES	12
1.4.2.	FINANCIAL RESPONSIBILITY	13
1.4.3.	PROFESSIONAL EXPERIENCE (RESUMES)	13
1.4.4.	ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE PROJECT REQUIREMENTS	13
1.4.5.	JACKSONVILLE SMALL AND EMERGING BUSINESS PROGRAM (JSEB)	14
1.4.6.	TIE	14
1.5.	GENERAL INSTRUCTIONS	14
1.5.1.	ADDENDA	14
1.5.1.	SUBCONTRACTORS	14
1.5.2.	CONTRACT EXECUTION AND START OF WORK	15
1.5.3.	DEFINED TERMS	15
1.5.4.	EX PARTE COMMUNICATION	15

1.5.5.	CERTIFICATION AND REPRESENTATIONS OF THE COMPANY	15
1.5.6.	ETHICS	16
1.5.7.	JEA PUBLICATIONS.....	16
1.5.8.	MATHEMATICAL ERRORS.....	17
1.5.9.	MODIFICATION OR WITHDRAWAL OF RESPONSES.....	17
1.5.10.	PROHIBITION AGAINST CONTINGENT FEES	17
1.5.11.	PROTEST OF ITN AND AWARD PROCESS	17
1.5.12.	RESERVATION OF RIGHTS TO JEA.....	17
1.5.13.	SUNSHINE LAW	18
1.6.	JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM REQUIREMENTS....	18
1.6.1.	OPTIONAL USE OF JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM	18
2.	CONTRACT TERMS AND CONDITIONS.....	19
2.1.	CONTRACT TERMS AND CONDITIONS	19
2.2.	DEFINITIONS.....	19
2.2.1.	DEFINITIONS	19
2.2.2.	ACCEPTANCE	19
2.2.3.	ADDENDUM/ADDENDA	19
2.2.4.	ANNIVERSARY DATE	19
2.2.5.	AWARD	20
2.2.6.	CONTRACT.....	20
2.2.7.	CONTRACT ADMINISTRATOR.....	20
2.2.8.	CONTRACT AMENDMENT (JEA - 16026)	20
2.2.9.	CONTRACT PRICE.....	20
2.2.10.	CONTRACT TIME.....	20
2.2.11.	DEFECT	20
2.2.12.	HOLIDAYS	20
2.2.13.	INVITATION TO NEGOTIATE.....	20
2.2.14.	INVOICE	21
2.2.15.	JEA	21
2.2.16.	JEA REPRESENTATIVES.....	21
2.2.17.	PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER.....	21
2.2.18.	PERFORMANCE - TOP PERFORMANCE/PERFORMER.....	21
2.2.19.	PERFORMANCE - UNACCEPTABLE PERFORMANCE/PERFORMER.....	21
2.2.20.	PURCHASE ORDER (PO).....	21

2.2.21.	RESPONSE	21
2.2.22.	RESPONDENT	21
2.2.23.	SUBCONTRACTOR	21
2.2.24.	SOLICITATION	22
2.2.25.	TASK ORDER	22
2.2.26.	TERM.....	22
2.2.27.	UNIT PRICES	22
2.2.28.	WORK OR SCOPE OF SERVICES	22
2.3.	CONTRACT DOCUMENTS	22
2.3.1.	ORDER OF PRECEDENCE	22
2.4.	PRICE AND PAYMENTS	23
2.4.1.	PAYMENT METHOD	23
2.4.2.	DISCOUNT PRICING	23
2.4.3.	INVOICING AND PAYMENT TERMS	23
2.4.4.	JSEB - INVOICING AND PAYMENT	23
2.4.5.	OFFSETS.....	24
2.4.6.	TAXES	24
2.4.7.	COST SAVING PLAN.....	24
2.5.	WARRANTIES AND REPRESENTATIONS	24
2.5.1.	WARRANTY	24
2.6.	INSURANCE, INDEMNITY AND RISK OF LOSS	24
2.6.1.	INSURANCE	24
2.6.2.	INDEMNIFICATION (JEA STANDARD)	26
2.6.3.	INDEMNIFICATION-RELEASE OF JEA CUSTOMER INFORMATION	26
2.6.4.	INDEMNIFICATION-LOSSES CAUSED AT MERCHANT LOCATIONS	26
2.6.5.	RISKS AND PROPERTY	27
2.7.	TERM AND TERMINATION	27
2.7.1.	TERM OF CONTRACT – DEFINED DATES	27
2.7.2.	TERMINATION FOR CONVENIENCE.....	27
2.7.3.	TERMINATION FOR DEFAULT (IT)	27
2.7.4.	DELAYS	28
2.7.5.	FORCE MAJEURE	29
2.8.	CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION	29
2.8.1.	PUBLIC RECORDS LAWS	29
2.8.2.	INTELLECTUAL PROPERTY	31

2.8.3.	PROPRIETARY INFORMATION	31
2.8.4.	PUBLICITY AND ADVERTISING	31
2.8.5.	PATENTS AND COPYRIGHTS	32
2.8.6.	WORK MADE FOR HIRE	32
2.9.	ACCEPTANCE	32
2.9.1.	ACCEPTANCE PROCEDURE.....	32
2.10.	DATA OBLIGATIONS.....	33
2.10.1.	DATA OBLIGATIONS ON CONTRACT EXPIRATION, TERMINATION OR SUSPENSION OF SERVICE	33
2.10.2.	DATA OWNERSHIP, PROTECTION AND LOCATION	33
2.11.	LABOR	35
2.11.1.	NONDISCRIMINATION	35
2.11.2.	LEGAL WORKFORCE.....	36
2.11.3.	PROHIBITED FUTURE EMPLOYMENT	36
2.11.4.	HIRING OF OTHER PARTY'S EMPLOYEES	36
2.11.5.	COMPANY'S LABOR RELATIONS.....	36
2.12.	COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT.....	36
2.12.1.	JEA ACCESS BADGES	36
2.12.2.	TRANSITION SERVICES	37
2.12.3.	JEA CRITICAL INFRASTRUCTURE PROTECTION (CIP)	37
2.12.4.	COMPANY REPRESENTATIVES.....	38
2.12.5.	COMPANY REVIEW OF PROJECT REQUIREMENTS.....	38
2.12.6.	LICENSES	38
2.12.7.	SAFETY AND PROTECTION PRECAUTIONS	38
2.13.	VENDOR PERFORMANCE EVALUATION	38
2.13.1.	VENDOR PERFORMANCE EVALUATION	38
2.14.	JEA RESPONSIBILITIES	40
2.14.1.	COORDINATION OF SERVICES PROVIDED BY JEA	40
2.15.	MISCELLANEOUS PROVISIONS	40
2.15.1.	AMBIGUOUS CONTRACT PROVISIONS	40
2.15.2.	AMENDMENTS.....	40
2.15.3.	APPLICABLE STATE LAW; VENUE; SEVERABILITY	40
2.15.4.	CUMULATIVE REMEDIES.....	41
2.15.5.	ENTIRE AGREEMENT	41
2.15.6.	EXPANDED DEFINITIONS.....	41

2.15.7.	HEADINGS	41
2.15.8.	INDEPENDENT CONTRACTOR	41
2.15.9.	LANGUAGE AND MEASUREMENTS.....	41
2.15.10.	MEETINGS AND PUBLIC HEARINGS	41
2.15.11.	NEGOTIATED CONTRACT	41
2.15.12.	NONEXCLUSIVE	42
2.15.13.	REFERENCES	42
2.15.14.	RIGHT TO AUDIT AND FINANCIAL REPORTING.....	42
2.15.15.	SEVERABILITY	43
2.15.16.	SUBCONTRACTING OR ASSIGNING OF CONTRACT	43
2.15.17.	SURVIVAL.....	44
2.15.18.	TIME AND DATE.....	44
2.15.19.	TIME OF ESSENCE.....	44
2.15.20.	WAIVER OF CLAIMS	44
3.	TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK.....	44
4.	FORMS.....	44

Solicitation

1. INVITATION TO NEGOTIATE

1.1. INVITATION

1.1.1. SCOPE OF WORK (ITN)

The purpose of this Invitation to Negotiate (the "ITN") is to evaluate and select a Company that can provide Walk In Payment Services for JEA and provide the best value to JEA (the "Work" or "Services").

The Services provided shall include, but not limited to, the following:

- Company shall maintain seventy five (75) walk-in payment locations throughout the JEA services, as described in the Technical Specifications
- Manage payment channels at merchant locations
- Process payments and remittances to JEA
- Provide reporting to JEA
- Provide payments processed archiving
- Provide customer information protection and fraud protection services
- Comply with the State of Florida Public Records laws and JEA's Record Retention timeframes

A more detailed description of the Work is provided in the Technical Specifications included as Appendix A to this ITN.

1.1.2. BACKGROUND

JEA owns, operates and manages the electric system established by the City of Jacksonville, Florida in 1895. JEA is also co-owner, with Florida Power and Light ("FPL") of the St Johns River Power Park ("SJRPP"). In June 1997, JEA also assumed operation of the water and sewer system previously managed by the City. JEA is Florida's largest municipally owned utility and the seventh largest municipal in the United States.

1.1.3. INVITATION TO NEGOTIATE

You are invited to submit a Response to the Invitation to Negotiate noted below:

JEA ITN Title: Walk in Payment Services for JEA

JEA ITN Number: 004-18

A complete copy of this ITN and any applicable documents can be downloaded from jea.com.

Response Due Time: 12:00P.M. - ALL LATE RESPONSES FOR WHATEVER REASON WILL BE REJECTED.

Response Due Date: November 7, 2017

All Responses must reference the JEA ITN Title and Number noted above. All Responses must be made on the appropriate forms as specified within this ITN, and placed in an envelope marked to identify this ITN and delivered or mailed to:

JEA Procurement, Bid Office, 21 West Church Street, Customer Center 1st Floor, Room 002, Jacksonville, FL 32202

The Respondent shall be solely responsible for delivery of its Response to the JEA Bid Office. Please note, JEA employs a third party courier service to deliver its mail from the local U.S. Post Office (USPS) which could cause a delay of Response delivery if mailed through the USPS. Therefore, JEA recommends hand delivery to the JEA Bid Office. Reliance upon the USPS, the courier service employed by JEA, or public carriers is at the Respondent's risk. Responses are due by the time and on the date listed above.

ALL LATE RESPONSES FOR WHATEVER REASON WILL BE REJECTED.

1.1.4. QUESTIONS (ITN)

All Questions must be submitted in writing to the **JEA Buyer** listed below at least five (5) **business** days prior to the opening date. Questions received within five (5) **business** days prior to the opening date will not be answered.

For Procurement Questions:

Buyer: Rodney Lovgren

E-mail: lovgrd@jea.com

Technical Questions:

Contact: Maria Benavides

E-mail: benaml@jea.com

1.1.5. OPTIONAL PRE-RESPONSE MEETING IN PERSON OR BY TELECONFERENCE

There will be an optional Pre-Response meeting. All interested parties may attend or call into the Pre-Response meeting. Each Respondent will be required to sign in at the beginning of the meeting. A Respondent shall only sign in representing one company, unless otherwise specified by JEA. A roll call will begin for the teleconference attendees immediately at the beginning of the meeting.

PLEASE BE AWARE DUE TO JEA SECURITY PROCEDURES IT MAY TAKE UP TO FIFTEEN (15) MINUTES TO OBTAIN ACCESS TO A JEA FACILITY. PLEASE PLAN ACCORDINGLY SO AS TO ARRIVE TO THE PRE-RESPONSE MEETING ON TIME.

PRE-RESPONSE MEETING TIME: 9:00 a.m.

PRE-RESPONSE MEETING DATE: October 9, 2017

DIAL IN: 1-888-714-6484

PASSCODE: 817050

PRE-RESPONSE MEETING LOCATION: JEA CUSTOMER CENTER, BID OFFICE, 1ST FLOOR, ROOM 002, 21 WEST CHURCH STREET, JACKSONVILLE, FL 32202.

1.1.6. SUBMITTING THE RESPONSE

The Respondent shall submit one (1) original Response, three (3) duplicates (hardcopies) and one (1) CD or flash drive. For the submitted electronic copy, the Respondent shall provide a tracked changes version of any terms and conditions comments and an excel version of the quotation of rates workbook. Combed binders are preferred. If there is a discrepancy between the electronic and the hard copy, the hard copy will prevail. JEA will not accept

Responses transmitted via email. **IF RESPONDENT IS INTERESTED IN RECEIVING A RESPONSE FORM IN A WORD FORMAT, PLEASE EMAIL LOVGRD@JEA.COM WITH THE REQUEST. REQUESTS MUST BE MADE NO LATER THAN FIVE (5) BUSINESS DAYS BEFORE RESPONSE OPENING.**

1.1.7. OPENING OF RESPONSES

All Responses received shall be publicly announced and recorded at 2:00 PM on November 7, 2017, in the JEA Bid Office, 21 West Church Street, Customer Center, 1st Floor, Room 002, Jacksonville, FL 32202. At the opening of the Responses, a JEA representative will publicly open each Response that was received prior to the due date and time, except for those Responses that have been properly withdrawn. JEA has the right to waive any irregularities or informalities in the Responses.

1.2. SPECIAL INSTRUCTIONS

1.2.1. LETTER OF CREDIT

Company shall deliver to JEA and maintain and keep in full force and effect an Evergreen Letter of Credit ("LOC") in the amount of Two Million and 00/100 Dollars (\$2,000,000.00). In the event the value of the Work increases then the amount of the LOC shall be promptly increased accordingly. Company will have the LOC provided to JEA within five (5) days after the execution of this Contract. The term of the LOC shall be from the date of this Contract through the expiration date of the Contract. In the event any time extensions are granted to Contractor then the Expiration Date of the LOC shall be promptly extended accordingly.

1.2.2. INSURANCE REQUIREMENTS

Prior to JEA issuing a Purchase Order to the Respondent to begin the Work or Services, the Respondent shall submit a certificate of insurance (COI) that is in compliance with amounts and requirements as indicated in the Section herein entitled "Insurance Requirements". **Note that the COI shall specifically indicate JEA as an additional insured on all required insurance except Worker's Compensation and Professional Liability (if applicable). Furthermore, waiver of subrogation shall be provided for all required insurance in favor of JEA including its board members, officers, employees, agents, successors, and assigns.**

1.2.3. MINIMUM QUALIFICATIONS

Respondent shall meet the following Minimum Qualifications to be considered eligible to submit a Response to this ITN. JEA reserves the right to ask for back up documentation to confirm the Respondent meets the requirements stated below. A Respondent not meeting all of the following criteria will have their Response rejected:

- The Respondent shall have performed two (2) similar contracts within the past two (2) years, date ending the Response Due Date.
 - A similar contract is defined as walk in payment services including seventy-five (75) or more merchant locations currently accepting cash, checks and money orders within Duval, Nassau, Clay and St. Johns counties.
 - At least forty (40) of the seventy-five (75) locations shall currently be located in Duval County, or have contractual relationships established with a merchants, or merchants, having at least forty (40) locations currently operating in Duval County. (The Respondent shall acknowledge meeting this requirements by acknowledging yes on the Minimum Qualification Form).

*NOTE: A contract currently being performed may be used as a similar project.

A Minimum Qualification Form, which is required to be submitted with the Response Form, is provided in Appendix B of this ITN.

Please note, any Respondent whose contract with JEA was terminated for default within the last two (2) years shall have their Response rejected.

1.2.4. NUMBER OF CONTRACTS TO BE AWARDED

JEA intends to Award ONE (1) Contract(s) for the Work. JEA reserves the right to Award more than one Contract based on certain groupings of the Work items, or JEA may exclude certain Work items, if JEA determines that it is in its best interest to do so.

1.2.5. REQUIRED FORMS TO BE SUBMITTED WITH RESPONSE

The following forms must be completed and submitted to JEA at the timeframes stated below. The Respondent can obtain the required forms, other than the Minimum Qualification Form, Response Form and Response Workbook, by downloading them from JEA.com.

A. The following forms are required to be submitted with the Response:

- o Minimum Qualifications Form- This form can be found in Appendix B of this ITN
- o Response Form- This can be found in Appendix B of this ITN
- o Procurement Cloud Evaluation Workbook – This can be found in Appendix B of this ITN
- o Response Workbook - This can be found in Appendix B of this ITN
- o

If the above listed forms are not submitted with the Response by the Response Due Time and Date, JEA shall reject the Response.

B. JEA also requests the following documents to be submitted prior to Contract execution. A Response will not be rejected if these forms are not submitted at the Response Due Date and Time. However, failure to submit these documents prior to Contract execution could result in Response rejection.

- o List of JSEB Certified Firms (if any)
- o List of Subcontractors (if applicable)
- o Conflict of Interest Certificate Form - This form can be found at JEA.com
- o Insurance certificate
- o W-9
- o Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)
- o Any technical submittals as requires by the Technical Specifications

1.3. EVALUATION METHODOLOGY

1.3.1. BASIS OF AWARD - HIGHEST EVALUATED

JEA will Award a Contract to the responsive and responsible Respondent whose Response meets or exceeds the Minimum Qualifications set forth in this Solicitation, and whose Response receives the highest number of points for the Selection Criteria stated herein.

If the Contract Award is based on price only, JEA will use the Respondent's Total Bid Price stated on the Response Form when making price comparisons for Award purposes.

1.3.2. EVALUATION AND NEGOTIATION PROCESS

JEA intends to select up to four (4) Respondents (the "Short-list") with which to commence negotiations. A selection committee (hereinafter referred to as the "Selection Committee"), will be appointed by the Chief Procurement Officer (the "CPO"), or his designee, to review and evaluate each Response submitted. The CPO's office will distribute a copy of each Response to each member of the Selection Committee, and the members of the Selection Committee will separately and independently evaluate and rank the Responses using the "Selection Criteria" as stated below in this ITN. JEA will use this ranking to develop the Short-list of companies in which to proceed with contract negotiations.

Prior to developing the Short-list, JEA may request that the Respondents provide additional information to clarify their Response. JEA will NOT allow Respondents to submit additional reference projects or change said reference projects that were initially submitted for the purposes of meeting the Minimum Qualifications stated in this ITN. However, JEA may request clarification of submitted documentation so that JEA may make an accurate assessment in developing the Short-list. JEA must be satisfied that the successful Respondent has the necessary technical expertise, experience, and resource capabilities to satisfactorily perform the Work described in this ITN.

JEA reserves the right to Award a Contract based on the Selection Committee's initial evaluation of the Responses if JEA deems the Responses demonstrate adequate competition, compliance, and responsiveness to this ITN. If JEA determines the previously stated criteria have not been met, JEA will finalize the Short-list and proceed with contract negotiations.

Respondents are cautioned to present the best possible pricing offer in their initial Responses. Failing to do so may result in a Respondent not making the Short-list, and will not be allowed to proceed with contract negotiations. **Additionally, the Total Bid Price submitted with the initial Response cannot be increased during the ITN process.**

Once a Short-list is developed, the CPO, or his designee, will appoint a negotiating team (the "Negotiating Team"). The Negotiation Team may be comprised of the same individuals as were members of the Selection Committee. JEA reserves the right to negotiate concurrently or separately with the Short-list Respondents. JEA reserves the right to seek clarifications, to request Response revisions, and to request any additional information deemed necessary for proper evaluation of the Responses. JEA reserves the right to incorporate value added services or industry standard innovations recommended by a Respondent into the Contract's scope of work.

A Respondent that is included on the Short-list may be required, at the sole option of JEA, to make an oral presentation, provide additional written clarifications to its Response, or JEA may require site visits to Respondent's facilities. Oral presentations, hand-outs, and written clarifications will be attached to the Respondent's Response and will become a part of the Response as if originally submitted. The CPO or his designee will initiate and schedule a time and location for any presentations which may be required.

As a part of the negotiation process, JEA may contact the references provided by the Respondent for the purpose of independently verifying the information provided in the Response, and to assess the extent of success of the projects associated with those references. JEA also reserves the right to contact references not provided by Respondents. Respondents may be requested to provide additional references. The results of the reference checking may influence the final negotiation, ranking, and Award recommendation.

After written clarifications, oral presentations, site visits, and any other negotiations deemed by JEA to be in its best interest, the Short-list Respondents will be given a deadline to submit their best and final offer (the "Best and Final Offer" or "BAFO"). The negotiation process will stop upon submission of the BAFO. Respondents will not be allowed to make further adjustments to their BAFO or communicate further with JEA, except to respond to requests for clarification from the Negotiating Team.

The JEA Negotiating Team will adjust and calculate the final rankings of the Short-list based on the BAFO submissions. JEA does not anticipate reopening negotiations after receiving the BAFOs, but reserves the right to do so if it believes doing so will be in the best interests of JEA. In the event that JEA reopens negotiations, any final rankings will be revised accordingly.

Negotiations will not be open to the public, but will be recorded. All recordings of negotiations and any records, documents, and other materials presented at negotiation sessions are public records and can be released pursuant to a public records request after a notice of intended decision for this ITN is posted, or thirty (30) days after the opening of the Responses, whichever occurs earlier.

The Award recommendation of the Negotiating Team will be based upon the scoring of the BAFOs and the Selection Criteria described below in this ITN. The Respondent with the highest score will be submitted to the CPO for approval. Once approved, the CPO will then present an Award to the JEA Awards Committee for final approval.

In its sole discretion, JEA reserves the right to withdraw this ITN either before or after receiving Responses, to reject any and all Responses either in whole or in part, with or without cause, or to waive any ITN requirement informalities, minor irregularities, and deficiencies in any Response, and to determine such action is in the best interest of JEA. Issuance of this ITN in no way constitutes a commitment by JEA to make an Award or enter into a Contract.

All Responses submitted to JEA are subject to the JEA's terms and conditions contained in this ITN and JEA's Procurement Code. Any and all additional terms and conditions submitted by Respondents are rejected and shall have no force.

1.3.3. ALTERNATE PROVISIONS AND CONDITIONS

Responses that contain provisions that are contrary to requirements found on this ITN, including, but not limited to, the Contract terms and conditions contained in Section 2 of this ITN, and any requirements found in the Technical Specifications attached as Appendix A to this ITN, will be reviewed but may not be accepted by JEA. However, as this is an ITN, JEA reserves the right to negotiate the best terms and conditions if determined to be in the best interests of JEA, and negotiate different terms and related price adjustments if JEA determines that it provides the best value to JEA.

1.4. SELECTION CRITERIA

1.4.1. QUOTATION OF RATES

Maximum score for criterion is: 50 Points

Respondent shall provide a firm-fixed Total Bid Price for all Work in this ITN by completing the enclosed Response Form. The prices shall include all profit, taxes, benefits, travel, and all other overhead items.

Please note, the prices quoted by Respondent on the Response Form must be firm-fixed prices, not estimates.

1.4.2. FINANCIAL RESPONSIBILITY

Maximum score for criterion is: 5 Points

At minimum, the Respondent shall provide the following information: years in business; changes in ownership; discussion of any mergers or divestitures within the past two (2) years; credit or bank reference; audited financial statements and revenues of the Company; DUNS number.

1.4.3. PROFESSIONAL EXPERIENCE (RESUMES)

Maximum score for criterion is: 5 Points

The Respondent shall provide a maximum of three (3) resumes of the professional staff to be assigned to perform the Work and that will be involved with the day to day operations of this Contract. The resumes provided shall identify the **Project Manager, Accounting Representative, Technology (IT) Implementation Lead** (collectively, the "Team Members"). The Team Members shall only serve in one (1) role. Note, the Project Manager must be from the company submitting the Response and not a Subcontractor.

At a minimum, each resume shall present the Team Member's name, title, years of service with company, total years of experience, applicable professional registrations, education, and work experience. Resumes shall also identify any specialty or technical process expertise. Resumes shall be no more than two (2) pages in length, single sided, and on 8.5" by 11" sized paper. If more than two pages are submitted, only the information contained on the first two pages will be evaluated by JEA. No more than six (6) resumes will be evaluated.

3. Organizational Chart

Finally, Proposer shall provide an organizational chart delineating company's personnel responsibilities and functions associated with the Work. If applicable, this chart shall also delineate any responsibilities and functions of subcontractor(s) and/or JSEB firm(s).

1.4.4. ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE PROJECT REQUIREMENTS

Maximum Score for this criterion is: 35 POINTS

The Respondent shall explain how it plans to manage this engagement to meet technical requirements, realize timetables and quality control objectives. Respondent should include copies of proposed project plans and process documentation. Additional information regarding the company's plans and design approach requirements are listed in the Technical Specification.

JEA Evaluators will be evaluating the company's plan and approach to meeting the following project requirements:

- 1.) Walk-in payment process details
- 2.) Merchant locations, agreements and payment channels
- 3.) Point of Payment technology
- 4.) Recovery and back-up
- 5.) Archiving
- 6.) Real time data access
- 7.) Real-time data access
- 8.) Transmission of payment information to JEA
- 9.) Change control process
- 10.) Credit and debit remittance processing
- 11.) Security process

- 12.) Protection of JEA customer information
- 13.) Implementation plan & schedule
- 14.) Customer service to JEA

1.4.5. JACKSONVILLE SMALL AND EMERGING BUSINESS PROGRAM (JSEB)

Maximum Score for this criterion is: 5 POINTS

Respondent shall indicate (Yes or No) if Company is certified as a Jacksonville Small and Emerging Business Program (JSEB) as defined by Jacksonville Ordinance 2004-602; Chapter 126, Part 6A and 6B. Respondent shall also indicate whether it intends to subcontract any services to JSEB certified firms. Points in this category will be assigned as follows:

If Respondent is not a certified JSEB, the Respondent shall list any JSEB certified subcontractors that it intends to utilize in the performance of this Work. The listing should include names of the JSEBs, the type of service they will provide, and the percentage of work being subcontracted. Points will be awarded based on the type and amount of work that will be conducted by JSEB firms.

The point will be awarded as follows:

- Respondent is a COJ/JEA certified JSEB = 5 pts,
- Respondent is not a JSEB but will subcontract Work to JSEBs:
- Non-JSEB with JSEB partner:
- Greater than or equal to 5% of work = 4 pts,
- Greater than or equal to 4% of work, but less than 5% of work = 3 pts.
- Greater than or equal to 3% of work, but less than 4% of work = 2 pts.
- Greater than or equal to 2% of work, but less than 3% of work = 1 pt.

1.4.6. TIE

In the event of a tie score, the tie shall be resolved in accordance with JEA's Procurement Code and Operational Procedures.

1.5. GENERAL INSTRUCTIONS

1.5.1. ADDENDA

JEA may issue Addenda prior to the opening of Responses to change or clarify the intent of this Invitation to Negotiate (ITN). The Respondent shall be responsible for ensuring it has received all Addenda prior to submitting its Response and shall acknowledge receipt of all Addenda by completing the Confirmation of Receipt of ITN Addenda. JEA will post Addenda when issued online at JEA.com. Companies must obtain Addenda from the JEA.com website. All Addenda will become part of the ITN and any resulting Contract Documents. It is the responsibility of each Respondent to ensure it has received and incorporated all Addenda into its Response. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Response at JEA's sole discretion.

1.5.1. SUBCONTRACTORS

The Respondent shall list the names of the major Subcontractors that it intends to use for this Work, unless the Work will be self-performed by the Respondent. The Subcontractors shall be listed on the Subcontractors Form which is available at jea.com. Failure to submit this form with the Response shall result in rejection of company's Response. The Respondent shall not use Subcontractors other than those shown on the Subcontractor Form unless it shows good cause and obtains the JEA Representative's prior written consent.

If the Respondent plans to use Subcontractors to perform over fifty percent (50%) of the Work, the Respondent shall obtain JEA's approval at least five (5) days prior to the Response Due Date. Failure to obtain JEA approval shall result in rejection of the company's Response.

1.5.2. CONTRACT EXECUTION AND START OF WORK

Within thirty (30) days from the date of Award, JEA will present the successful Respondent with the Contract Documents. Unless expressly waived by JEA, the successful Respondent shall execute a Contract for the Work or Services within ten (10) days after receiving the Contract from JEA. If the Respondent fails to execute the Contract or associated documents as required, or if it fails to act on a JEA-issued Purchase Order (PO), JEA may cancel the Award with no further liability to the Respondent, retain the bid security or bond (if applicable), and Award to the next-ranked company.

Upon JEA's receipt of the executed Contract and certificate of insurance, JEA will issue a PO, in writing and signed by an authorized JEA representative as acceptance of the Proposal and authorization for the company to proceed with the Work, unless otherwise stated in the Contract or PO.

1.5.3. DEFINED TERMS

Words and terms defined in the Section entitled "Definitions" of this document are hereby incorporated by reference into the entire document.

1.5.4. EX PARTE COMMUNICATION

Ex Parte Communication is defined as any inappropriate communication concerning an ITN between a company submitting a Response and a JEA representative during the time in which the ITN is being advertised through the time of Award. Examples of inappropriate communications include: private communications concerning the details of the ITN in which a company becomes privy to information not available to the other Respondents. Social contact between companies and JEA Representatives should be kept to an absolute minimum during the ITN process.

Ex Parte Communication is strictly prohibited. Failure to adhere to this policy will disqualify the noncompliant company's Response. Any questions or clarifications concerning this ITN must be sent in writing via email to the JEA Buyer at least five (5) business days prior to the opening date. If determined by JEA, that a question should be answered or an issue clarified, JEA will issue an addendum to all Respondents.

1.5.5. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY

By signing and submitting the Response Form, the Respondent certifies and represents as follows:

- A. That the individual signing the Response Form is a duly authorized agent or officer of the Respondent. Responses submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the Response Form, satisfactory evidence of authority to sign must be submitted upon request by JEA. If the Response is submitted by a partnership, the Response Form must be signed by a partner whose title must be listed under the signature. If an individual other than a partner signs the Response Form, satisfactory evidence of authority to sign must be submitted upon request by JEA.
- B. That every aspect of the Response and the detailed schedule for the execution of the Work, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract

unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JEA assumes the responsibility.

C. The corporation or partnership must be in active status at the Florida Division of Corporations (www.sunbiz.org) prior to any subsequent Award of Contract.

D. That the Respondent maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including, but not limited to, contractor's license and occupational licenses necessary to perform the Work. The Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.

E. That the Respondent has read, understands and will comply with the Section titled Ethics.

1.5.6. ETHICS

By submitting a Response, the Respondent certifies this Response is made without any previous understanding, agreement or connection with any other person, firm, or corporation submitting a Response for the same Work other than as a Subcontractor or supplier, and that this Response is made without outside control, collusion, fraud, or other illegal or unethical actions. The Respondent shall comply with all JEA and City of Jacksonville ordinances, policies and procedures regarding business ethics.

The Respondent shall submit only one (1) Response in response to this Solicitation. If JEA has reasonable cause to believe the Respondent has submitted more than one (1) Response for the same Work, other than as a Subcontractor or subsupplier, JEA shall disqualify the Bid and may pursue debarment actions.

The Respondent shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, with this Response by completing and submitting the Conflict of Interest Certificate Form found at jea.com. If JEA has reason to believe that collusion exists among the Respondents, JEA shall reject any and all Responses from the suspected Respondent s and will proceed to debar Respondent from future JEA Awards in accordance with the JEA Procurement Code.

JEA is prohibited by its Charter from awarding contracts to JEA officers or employees, or in which a JEA officer or employee has a financial interest. JEA shall reject any and all Responses from JEA officers or employees, as well as, any and all Responses in which a JEA officer or employee has a financial interest.

In accordance with Florida Statutes Sec. 287.133, JEA shall reject Responses from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendor list maintained by the Florida Department of Management Services. JEA shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Respondent listed on the Convicted Vendor list for any transaction exceeding \$35,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list.

If the Respondent violates any requirement of this clause, the Response may be rejected and JEA may debar offending companies and persons.

1.5.7. JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

1.5.8. MATHEMATICAL ERRORS

In the event of a mathematical error in calculation of the prices entered on the Response, the Unit Prices will prevail. The corrected Response Price utilizing the Unit Prices will be used to determine if the Company is Awarded the Work or the Services. Subsequently, the Unit Prices will be used throughout the term of the Contract.

1.5.9. MODIFICATION OR WITHDRAWAL OF RESPONSES

The Respondent may modify or withdraw its Response at any time prior to the Response Due Date and Time by giving written notice to JEA's Chief Procurement Officer. JEA will not accept modifications submitted by telephone, telegraph, email, or facsimile, or those submitted after Response Due Date and Time. The Respondent shall not modify or withdraw its Response from time submitted and for a period of 90 days following the opening of Responses.

1.5.10. PROHIBITION AGAINST CONTINGENT FEES

The Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Respondent, or an independent sales representative under contract to the Respondent, to solicit or secure a contract with JEA, and that it has not paid or agreed to pay any person, company, corporation, individual or Respondent, other than a bona fide employee working solely for the Respondent, or an independent sale representative under contract to the Respondent, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the Award or making of the Contract. For a breach or violation of these provisions occurs, JEA shall have the right to terminate the Contract without liability, and at its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

1.5.11. PROTEST OF ITN AND AWARD PROCESS

Respondents shall file any protests regarding this ITN in writing, in accordance with the JEA Purchasing Code, as amended. Copies of the JEA Purchasing Code are available online at www.jea.com.

1.5.12. RESERVATION OF RIGHTS TO JEA

This ITN provides potential Companies with information to enable the submission of written offers. This ITN is not a contractual offer or commitment by JEA to purchase products or services.

Responses shall be good for a period of ninety (90) days following the opening of the Responses.

JEA reserves the right to reject any or all Responses, or any part thereof, and/or to waive informalities if such action is in its best interest.

JEA may reject any Responses that it deems incomplete, obscure or irregular including, but not limited to, Responses that omit a price on any one or more items for which prices are required, Responses that omit Unit Prices if Unit Prices are required, Responses for which JEA determines that the Response is unbalanced, Responses that offer equal items when the option to do so has not been stated, Responses that fail to include a Bid Bond, where one is required, and Responses from Companies who have previously failed to satisfactorily complete JEA contracts of any nature or who have been scored by JEA as "Unacceptable" and as a result, are temporarily barred from bidding additional work.

JEA reserves the right to cancel, postpone, modify, reissue and amend this ITN at its discretion.

JEA reserves the right to cancel or change the date and time announced for opening of Responses at any time prior to the time announced for the opening of Responses. JEA may Award the Contract in whole or in part. In such cases

whenever JEA exercises any of these reservations, JEA will make a commercially reasonable effort to notify, in writing, all parties to whom ITNs were issued. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

1.5.13. SUNSHINE LAW

General

Article I, Section 24, Florida Constitution, guarantees every person access to all public records and Chapter 119, Florida Statutes, provides a broad definition of public records. JEA is a body politic and corporate and subject to these laws and related statutes ("Florida's Public Records Laws"). All responses to this ITN are public record and available for public inspection unless specifically exempt by law.

Redacted Submissions

If a Respondent believe that any portion of the documents, data or records submitted in response to this ITN are exempt from Florida's Public Records Law, Respondent must (1) clearly segregate and mark the specific sections of the document, data or records as "Confidential," (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of its response (the "Redacted Copy"). The cover of the Redacted Copy shall contain JEA's title and number for this ITN and Respondent's name, and shall be clearly labeled "Redacted Copy." Respondent should only redact those portions of records that Respondent claims are specifically exempt from the Florida Public Records Laws. If Respondent fails to submit a redacted copy of information it claims is confidential, JEA is authorized to produce all documents, data and other records submitted to JEA in answer to a public records request for such information.

In the event of a request for public records to which documents that are marked as confidential are responsive, JEA will provide the Redacted Copy to the requestor. If a requestor asserts a right to any redacted information, JEA will notify Respondent that such an assertion has been made. It is Respondent's responsibility to respond to the requestor to assert that the information in question is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of Respondent's redacted information under legal process, JEA shall give Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law.) Respondent shall be responsible for defending its determination that the redacted portions of its response are not subject to disclosure.

By submitting a response to this ITN, Respondent agrees to protect, defend, and indemnify JEA from and against all claims, demands, actions, suits, damages, losses, settlements, costs and expenses (including but not limited to reasonable attorney fees and costs) arising from it relating to Respondent's determination that the redacted portions of its response to this Solicitation are not subject to disclosure.

IF THE RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE JEA CUSTODIAN OF PUBLIC RECORDS AT: Public Records Request Coordinator, JEA, 21 West Church Street, T-8, Jacksonville, FL 32202, Ph: 904-665-8606, publicrecords@jea.com

1.6. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM REQUIREMENTS

1.6.1. OPTIONAL USE OF JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM

It is at the Respondent's option as to whether it chooses to subcontract to a JSEB firm. JEA encourages the use of JSEB qualified firms; however, the Respondent is not required to utilize JSEB firms to be Awarded this Contract.

JSEB firms that qualify for this Contract are only those shown on the current City of Jacksonville JSEB directory appearing at www.COJ.net. Certification of JSEB firms must come from the City of Jacksonville. No other agency or organization is recognized for purposes of this Contract.

In no case shall the Respondent make changes to the JSEB firms listed in its Response, revise the JSEB Scope of Work or amount of Work as stated in its Response without prior written notice to the JEA Contract Administrator, and without subsequent receipt of written approval for the JEA Contract Administrator.

Any subcontractors of Respondent shall procure and maintain the insurance required of Respondent hereunder during the life of the subcontracts. Subcontractors' insurance may either be by separate coverage or by endorsement under insurance provided by Respondent. Note: Any JSEB firms identified by Respondent for this Solicitation are considered "Subcontractors" under the direct supervision of the Prime or General Contractor (herein referred to as Respondent in this Solicitation). Respondents should show good faith efforts in providing assistance to JSEB firms in the securing of Subcontractors' insurance requirements stated in this section. Respondent shall submit subcontractors' Certificates of Insurance to JEA prior to allowing subcontractors to perform Work on JEA's job sites.

All question and correspondence concerning the JSEB program should be addressed to the following contact: Jenny McCollum, Procurement Manager, JEA, (904) 665-6257, carsgs@jea.com.

2. CONTRACT TERMS AND CONDITIONS

2.1. CONTRACT TERMS AND CONDITIONS

2.2. DEFINITIONS

2.2.1. DEFINITIONS

Words and terms defined in this section shall have the same meaning throughout all parts of this Solicitation and Contract Documents. Where intended to convey the meaning consistent with that set forth in its definition, a defined word or term is marked by initial capitalization. The "Technical Specifications" portion of this Solicitation may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in this Solicitation and/or Contract Documents, definitions set forth in the "Technical Specifications" shall apply only within the "Technical Specifications."

2.2.2. ACCEPTANCE

JEA's written notice by the Contract Administrator to the Company that all Work as specified in the Contract, or a portion of the Work as specified in a Task or Work Order, has been completed to JEA's satisfaction. Approval or recognition of the Company meeting a Milestone or interim step does not constitute Acceptance of that portion of Work. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

2.2.3. ADDENDUM/ADDENDA

A written change or changes to the Solicitation which is issued by JEA Procurement Services and is incorporated into the Solicitation as a modification, revision and/or further clarification of the intent of the Solicitation.

2.2.4. ANNIVERSARY DATE

The date which is twelve (12) months after the effective date of the Contract, and each date which is twelve (12) months after an Anniversary Date that occurs while the Contract is in effect.

2.2.5. AWARD

The written approval of the JEA Awards Committee that the procurement process for the purchase of the Work was in accordance with the JEA Procurement Code and Florida Statutes. Once an Award is approved, JEA will either issue a Purchase Order or execute a Contract with the successful bidder or Respondent.

2.2.6. CONTRACT

An agreement between JEA and the Respondent, signed by both parties, which incorporates all the Contract Documents. The Contract shall not be altered without an Amendment to the Contract and executed by JEA and the Respondent, or a JEA issued Change Order.

2.2.7. CONTRACT ADMINISTRATOR

The individual assigned by JEA to have authority to administer the Contract, including the authority to negotiate all elements of the Contract with the Company, authorize Change Orders within the maximum amount awarded, terminate the Contract, seek remedies for nonperformance including termination, and otherwise act on behalf of JEA in all matters regarding the Contract. The Contract Administrator may authorize JEA Representative in writing to make minor changes to the Work with the intent of preventing Work disruption.

2.2.8. CONTRACT AMENDMENT (JEA - 16026)

A written document signed by JEA and the Company issued after the execution of the original Contract which authorizes an addition, deletion or revision of the Scope of Work, or an adjustment in the Contract Price or the Term of the Contract. Contract Amendments do not authorize expenditures greater than the monies encumbered by JEA, which is stated on the associated Purchase Order(s). An executed Contract Amendment resolves all issues related to the Contract Price and the Term of the Contract.

2.2.9. CONTRACT PRICE

The total amount payable to the Company during the initial Term of the Contract. However, this amount is not a guaranteed amount. Also referred to as the "Maximum Indebtedness" of JEA.

2.2.10. CONTRACT TIME

The number of calendar days or the period of time from when the written Purchase Order is issued to the Company, to the date Company has agreed to complete the Work, as set forth in the Contract Documents.

2.2.11. DEFECT

Work that fails to reach Acceptance, or Work that fails meet the requirements of any required test, inspection or approval, and any Work that meets the requirements of any test or approval, but nevertheless does not meet the requirements of the Contract Documents.

2.2.12. HOLIDAYS

The following days: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

2.2.13. INVITATION TO NEGOTIATE

The document (which may be electronic) issued by the JEA Procurement Department to solicit Responses from Companies that include, but not limited to, the Minimum Qualifications Form, samples of contract documents and addenda. Also referred to as "Solicitation".

2.2.14. INVOICE

A document seeking payment to the Company from JEA for all or a portion of the Work, in accordance with the Contract Documents, and including at a minimum the following items: the Company's name and address, a description of the product(s) or service(s) rendered, a valid JEA PO number, the amount payable, the Unit Price, the payee name and address, any associated JSEB forms and any other supporting documentation required by the Contract Documents.

2.2.15. JEA

JEA on its own behalf, and when the Work involves St. Johns River Power Park (SJRPP), as agent for Florida Power and Light Company (FPL). JEA and FPL are co-owners of SJRPP.

2.2.16. JEA REPRESENTATIVES

The Contract Administrator, Contract Inspector, Contract Administrator's Representative, JEA Engineer, Field Engineer, Project Manager, and other persons designated by the Contract Administrator as JEA Representatives acting in a capacity related to the Work or Contract under the authority of the Contract Administrator.

2.2.17. PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER

The Respondent averages more than 2.80 and less than 4.0 across all performance scorecard evaluation metrics, and does not receive a score of less than 2.0 on any metric.

2.2.18. PERFORMANCE - TOP PERFORMANCE/PERFORMER

The Respondent averages 4.0 or more across all scorecard evaluation metrics and does not receive a score of less than 4.0 on any one metric.

2.2.19. PERFORMANCE - UNACCEPTABLE PERFORMANCE/PERFORMER

The Company averages less than 2.80 across all scorecard evaluation metrics, or scores a 1.0 on any one metric regardless of average, or receives a score of 2.0 on the same metric on two sequential performance evaluations.

2.2.20. PURCHASE ORDER (PO)

A commercial document issued by JEA, authorizing work, indicating types, quantities, and agreed prices for products or services the Company will provide to JEA. Sending a PO to a Company constitutes a legal offer to buy products or services. The words "Purchase Order" are clearly marked across the top, a PO number is used for reference and invoicing purposes, includes an authorized JEA signature, and states the dollar amount of the lawfully appropriated funds.

2.2.21. RESPONSE

The document describing the Company's offer submitted in response to this ITN.

2.2.22. RESPONDENT

The respondent to this Solicitation.

2.2.23. SUBCONTRACTOR

The legal person, firm, corporation or any other entity or business relationship that provides a portion of the work, or provides supplies and materials, to the Company which has an executed Contract with JEA. JEA is not in privity of contract with the Subcontractor.

2.2.24. SOLICITATION

The documents (which may be electronic) issued by JEA's Procurement Department to solicit Bids from Bidders that includes, but is not limited to, the Bid Documents, Bid Workbook, samples of documents, contractual terms and conditions, the Technical Specifications, and associated Addenda.

2.2.25. TASK ORDER

A document that describes the Work or describes a series of tasks that the Company will perform in accordance with the Contract Documents. A Task Order may be issued as an attachment to a Purchase Order, but the Task Order is neither a Purchase Order, nor a Notice to Proceed.

2.2.26. TERM

The period of time during which the Contract is in force or until the Contract's Maximum Indebtedness is reached, whichever occurs first.

2.2.27. UNIT PRICES

The charges to JEA for the performance of each respective unit of Work as stated in the Response Workbook, Bid Form, or Proposal Form, and incorporated into the Contract Documents.

2.2.28. WORK OR SCOPE OF SERVICES

Work includes as defined in the Contract Documents all actions, products, documentation, electronic programs, reports, testing, transport, administration, management, services, materials, tools, equipment, and responsibilities to be furnished or performed by the Company under the Contract, together with all other additional necessities that are not specifically recited in the Contract, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of the Contract.

2.3. CONTRACT DOCUMENTS

2.3.1. ORDER OF PRECEDENCE

The Contract shall consist of JEA's Contract and/or Purchase Order together with the Solicitation including, but not limited to, the executed Bid Documents, which shall be collectively referred to as the Contract Documents. This Contract is the complete agreement between the parties. Parole or extrinsic evidence will not be used to vary or contradict the express terms of this Contract. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Company shall inform JEA in writing of any conflict, error or discrepancy in the Contract Documents upon discovery. Should the Company proceed with the Work prior to written resolution of the error or conflict by JEA, all Work performed is at the sole risk of the Company. JEA will generally consider this precedence of the Contract Documents in resolving any conflict, error, or discrepancy:

- o Contract Amendments
- o Executed Contract Documents
- o Exhibits to Contract Documents
- o Addenda to JEA ITN
- o Drawings associated with this ITN
- o Exhibits and Attachments to this ITN
- o Technical Specifications associated with this ITN
- o ITN Solicitation
- o References
- o Company's Response

The figure dimensions on drawings shall govern over scale dimensions. Contract and detailed drawings shall govern over general drawings. The Company shall perform any Work that may reasonably be inferred from the Contract as being required whether or not it is specifically called for. Work, materials or equipment described in words that, so applied, have a well-known technical or trade meaning shall be taken as referring to such recognized standards.

2.4. PRICE AND PAYMENTS

2.4.1. PAYMENT METHOD

JEA shall pay the Company in monthly installments for the Work rendered during the preceding month. Company shall invoice JEA in accordance with the rates stated on the Company's Response Workbook. Company's rates stated on the bid document shall include all profit, taxes, benefits, travel, and all other overhead items.

2.4.2. DISCOUNT PRICING

JEA offers any or all of the following option payment terms, one of which may be executed at the request of the Company by sending an email to the JEA Buyer listed in this Solicitation:

- o 1% 20, net 30
- o 2% 10, net 30

The Company may request alternate payment terms for JEA's consideration, however, alternate payment terms are not effective until acceptance by JEA in writing. Please note, all payment dates are calculated from the date of the Invoice receipt by JEA's Accounts Payable.

2.4.3. INVOICING AND PAYMENT TERMS

Within sixty (60) days from completion of the Work, the Company shall submit all Invoices in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to the following address: JEA Accounts Payable, P.O. Box 4910, Jacksonville, FL 32201-4910.

JEA will pay the Company the amount requested within thirty (30) calendar days after receipt of an Invoice from the Company subject to the provisions stated below.

JEA may reject any Invoice or Application for Payment within twenty (20) calendar days after receipt. JEA will return the Invoice or Application for Payment to the Company stating the reasons for rejection.

Upon receipt of an acceptable revised Invoice or Application for Payment, JEA will pay the Respondent the revised amount within ten (10) days.

JEA may withhold payment if the Company is in violation of any conditions or terms of the Contract Documents.

In the case of early termination of the Contract, all payments made by JEA against the Contract Price prior to notice of termination shall be credited to the amount, if any, due the Company. If the parties determine that the sum of all previous payments and credits exceeds the sum due the Company, the Company shall refund the excess amount to JEA within ten (10) days of determination or written notice.

2.4.4. JSEB - INVOICING AND PAYMENT

If the Company utilizes JSEB certified firms, regardless of whether these Contract Documents require or encourage the use of such firms, the Company shall Invoice for and report the use of JSEB certified firms according to the format and guidelines established by the City of Jacksonville.

2.4.5. OFFSETS

In case the Company is in violation of any requirement of the Contract, JEA may withhold payments that may be due the Company, and may offset existing balances with any JEA incurred costs against funds due the Company under this and any other Company Contract with JEA, as a result of the violation, or other damages as allowed by the Contract Documents and applicable law.

2.4.6. TAXES

JEA is authorized to self-accrue the Florida Sales and Use Tax and is exempt from Manufacturer's Federal Excise Tax when purchasing tangible personal property for its direct consumption.

2.4.7. COST SAVING PLAN

During the Term of this Contract, JEA and Company are encouraged to identify ways to reduce the total cost to JEA related to the Work provided by the Company ("Cost Savings Plan"). JEA and Company may negotiate Amendments to this Contract that support and allow such reductions in total costs including, but not limited to, the sharing of savings resulting from implementation of cost-reducing initiatives between JEA and Company. The decision to accept any cost savings plan shall be in the sole discretion of JEA, and JEA shall not be liable to Company for any cost that may be alleged to be related to a refusal to accept a Cost Savings Plan proposed by Company.

2.5. WARRANTIES AND REPRESENTATIONS

2.5.1. WARRANTY

The Company warrants that the Services/Work furnished by the Company shall be free from defects for a period of not less than one (1) year from the date of Acceptance. The Company also warrants: (1) the Company has the necessary equipment and trained personnel to perform the services consistent with industry standards; (2) the Work/Services will be performed in a workmanlike manner; (3) the Company will comply with all applicable laws; (4) the Company warrants that it maintains an information security process with physical safeguards appropriate for the sensitive of JEA's and JEA's customers information.; (5) the Company warrants that the software will perform its functions; and (6) the Company warrants the software shall be free of material or hidden defects. THE FOREGOING EXPRESSED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES. THE COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. JEA's remedy for the breach of any warranty made by the Company in connection with this Contract, shall be to require the Company to correct such defects at the Company's sole expense. In the event that JEA determines the correction of the defective software or services is an ineffective remedy, JEA's remedy is the right to recover the amount paid to the Company for the defective software or services. Written notice specifying the particular defect will be given promptly by JEA to the Company.

2.6. INSURANCE, INDEMNITY AND RISK OF LOSS

2.6.1. INSURANCE

INSURANCE REQUIREMENTS

Before starting and until acceptance of the Work by JEA, and without further limiting its liability under the Contract, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

Workers' Compensation

Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability).

Commercial General Liability

Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Explosion, Collapse and Underground, Hazards (XCU Coverage) as appropriate; Insurance Limits: \$1,000,000 each occurrence, \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

Automobile Liability

All autos-owned, hired, or non-owned; Insurance Limits: \$1,000,000 each occurrence, combined single limit.

Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$2,000,000 each occurrence and annual aggregate.

All Risk Property Damage

At 100 percent replacement cost for Company's personal property used in the performance of Work pertaining to JEA's contract.

Comprehensive Crime Protection
for Company's employees and agents \$4,000,000 each occurrence
to include the following coverage:
Employee Dishonesty, Forgery and Alteration,
Inside the Premises, Outside the Premises,
Computer Fraud, Money Orders, Counterfeit
Paper Currency, Funds Transfer Fraud,
Credit/Debit or Charge Card Forgery, including
JEA as Loss Payee for JEA's monies in the
care, custody, and control of Company, its
employees and agents.

Company's Commercial General Liability, Excess or Umbrella Liability, and Comprehensive Crime Protection insurance policies shall be effective for two years after Work is complete. The above Indemnification provision is separate and is not limited by the type of insurance or insurance amounts stated above.

Company shall specify JEA and designated Merchants as additional insureds for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA and designated Merchants. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, designated Merchants, their board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval.

Company's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by JEA.

Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Company shall submit subcontractors' Certificates of Insurance to JEA prior to allowing subcontractors to perform Work on JEA's job sites or the job sites of designated Merchants.

Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Note: Any JSEB firms identified by Bidders for this Solicitation are considered "Subcontractors" under the direct supervision of the Prime or General Contractor (herein referred to as "Company"). Companies should show good faith efforts in providing assistance to JSEB firms in the securing of the Subcontractors' insurance requirements stated herein. Company shall submit subcontractors' certificates of insurance to JEA prior to allowing Subcontractors to perform Work on JEA's job sites.

2.6.2. INDEMNIFICATION (JEA STANDARD)

For ten dollars (\$10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the Company shall hold harmless and indemnify JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of a Contract entered into pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract.

2.6.3. INDEMNIFICATION-RELEASE OF JEA CUSTOMER INFORMATION

Company indemnifies, defends and holds JEA harmless from any and all claims associated with the unwarranted disclosure of any JEA customer information that is in its possession either in paper or electronic format, including disclosure caused by theft, electronic system malfunction, negligence, or any other cause for the information to become public or otherwise used for malicious intents.

2.6.4. INDEMNIFICATION-LOSSES CAUSED AT MERCHANT LOCATIONS

Company indemnifies and holds JEA harmless from any and all claims made against JEA associated with injury, death, damage to property, or other losses of any kind, resulting directly or indirectly from incidents of any kind, whether accidental or willful, occurring at the merchant locations or thereabout.

2.6.5. RISKS AND PROPERTY

Ownership, risks of damage to or loss of the items shall pass to JEA upon Acceptance. The Company shall retain the sole risk of loss to the Work up to and including the time of Acceptance. In the event of loss or damage to the Work, the Company shall bear all costs associated with any loss or damage.

2.7. TERM AND TERMINATION

2.7.1. TERM OF CONTRACT – DEFINED DATES

This Contract shall commence on the effective date of the Contract, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for five (5) years, or until the Contract's Maximum Indebtedness is reached, whichever occurs first. It is at JEA's sole option to renew the Contract.

It is at JEA's sole option to renew the Contract for an additional one (1) year period.

This Contract, after the initial year shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the Contract.

2.7.2. TERMINATION FOR CONVENIENCE

JEA shall have the absolute right to terminate the Contract in whole or part, with or without cause, at any time after the Award effective date upon written notification of such termination.

In the event of termination for convenience, JEA will pay the Company for all disbursements and expenses that the Company has incurred, or has become obligated prior to receiving JEA's notice of termination.

Upon receipt of such notice of termination, the Company shall stop the performance of the Work hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Work that JEA may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JEA.

JEA will have no liability to the Company for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, resulting change in business condition, except as expressly stated within these Contract Documents.

2.7.3. TERMINATION FOR DEFAULT (IT)

JEA may give the Company written notice to discontinue all Work under the Contract in the event that:

- o The Company assigns or subcontracts the Work without prior written permission;
- o Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- o A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- o The Company makes an assignment for the benefit of creditors;
- o The Company suspends the operation of a substantial portion of its business;
- o The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the Work schedule, or the Company abandons the whole or any part of the Work;

- o The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents;
- o The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality;
- o The Company breaches any of the representations or warranties;
- o The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JEA;
- o Any material change in the financial or business condition of the Company.

Unless terminated under Acceptance Procedure, if within twenty-four (24) hours after service of such notice upon the Company, an arrangement satisfactory to JEA has not been made by the Company for continuance of the Work, then JEA may declare Company to be in default of the Contract.

Once Company is declared to be in default, JEA will charge the expense of completing the Work to the Company and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Company. If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Company shall pay the amount of such excess to JEA upon notice of the expenses from JEA. JEA shall not be required to obtain the lowest price for completing the Work under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. JEA will, however, make reasonable efforts to mitigate the excess costs of completing the Work.

The Contract Documents shall in no way limit JEA's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the Company shall immediately surrender all Work records to JEA. In such a case, JEA may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

JEA has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to the Company regarding its performance prior to default by Company for performance related issues.

JEA shall have no liability to the Company for termination costs arising out of the Contract, or any of the Company's subcontracts, as a result of termination for default.

2.7.4. DELAYS

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall be extended for a period of equal to any time lost due to such prevention or delay.

SUSPENSION OF SERVICESJEA may suspend the performance of the Services by providing Company with a five (5) day written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of a suspension of Services, the Company shall resume the full performance of the Services when directed in writing to do so by JEA.

Suspension of Services due to the Company's negligence or failure to perform, may affect the Company's compensation as outlined in the Contract and/or result in a the termination of the Contract.

2.7.5. FORCE MAJEURE

No party shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of JEA to secure approval, validation or sale of bonds; inability of JEA or the Company to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents.

In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice, including Change Orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected within seven (7) calendar days.

2.8. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

2.8.1. PUBLIC RECORDS LAWS

Access to Public Records

All Documents, data and other records received by JEA in connection with the Contract are public records and available for public inspection unless specifically exempt by law. The Company shall allow public access to all documents, data and other records made or received by the Company in connection with the Contract unless the records are exempt from Section 249(a) of Article I of the Florida Constitution or subsection 119.07(1), Florida Statutes. JEA may unilaterally terminate the Contract if the Company refuses to allow public access as required under the Contract.

Redacted copies of Confidential Information

If the Company believes that any portion of any documents, data or other records submitted to JEA are exempt from disclosure under Chapter 119, Florida Statutes, the Florida Constitution and related laws ("Florida's Public Records Laws"), Company must (1) clearly segregate and mark the specific sections of the document, data and records as "Confidential", (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of the documents, data, or records (the "Redacted Copy"). The Redacted Copy shall contain JEA's contract name and number, and shall be clearly titled "Redacted Copy". Bidder should only redact those portions of records that Bidder claims are specifically exempt from disclosure under Florida's Public Records Laws. If the Company fails to submit a redacted copy of documents, data, or other records it claims is confidential, JEA is authorized to produce all documents, data, and other records submitted to JEA in answer to a public records request for these records.

Request for Redacted Information

In the event of a public records or other disclosure request under Florida's Public Records Laws or other authority to which the Company's documents, data or records are responsive, JEA will provide the Redacted Copy to the requestor. If a Requestor asserts a right to any redacted information, JEA will notify the Company that such an assertion has been made. It is the Company's responsibility to respond to the requestor to assert that the information

in questions is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of the redacted information under legal process, JEA shall give the Company prompt notice of the demand prior to releasing the redacted information (unless otherwise prohibited by applicable law). The Company shall be responsible for defending its determination that the redacted portions of the information are not subject to disclosure.

Indemnification for Redacted Information

The Company shall protect, defend, and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs) arising from or relating to the Company's assertion that all or any portion of its information is not subject to disclosure.

Public Records Clause for Service Contracts

If, under the Contract, the Company is providing services and is acting on behalf of JEA as contemplated by subsection 119.011(2), Florida Statutes, the Company shall:

- Keep and maintain public records that ordinarily and necessarily would be required by JEA in order to perform service;
- Provide the public with access to public records on the same terms and conditions that JEA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or otherwise prohibited by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- Meet all requirements for retaining public records and transfer, at no cost, to JEA all public records in possession of the Company upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to JEA in a format that is compatible with the information technology systems of JEA.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

JE A

Attn: Public Records

21 West Church Street

Jacksonville, Florida 32202

Ph: 904-665-8606

publicrecords@jea.com

2.8.2. INTELLECTUAL PROPERTY

The Company grants to JEA an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party service provider) the Company's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

If the Work contains, has embedded in, requires for the use of any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, the Company shall secure for JEA an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. The Company shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider.

Should JEA, or any third party obtaining such work product through JEA, use the Work or any part thereof for any purpose other than that which is specified herein, it shall be at JEA's sole risk.

The Company will, at its expense, defend all claims, actions or proceedings against JEA based on any allegation that the Work, or any part of the Work, constitutes an infringement of any patent or any other intellectual property right, and will pay to JEA all costs, damages, charges, and expenses occasioned to JEA by reason thereof. JEA will give the Company written notice of any such claim, action or proceeding and, at the request and expense of the Company, JEA will provide the Company with available information, assistance and authority for the defense.

If, in any action or proceeding, the Work, or any part thereof, is held to constitute an infringement, the Company will, within thirty (30) days of notice, either secure for JEA the right to continue using the Work or will, at the Company's expense, replace the infringing items with non-infringing Work or make modifications as necessary so that the Work no longer infringes.

The Company will obtain and pay for all patent and other intellectual property royalties and license fees required in respect of the Work.

2.8.3. PROPRIETARY INFORMATION

The Company shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that JEA furnishes to the Company. The Company shall insert in any subcontract a restriction on the use of all information furnished by JEA. The Company shall not use this information on another project. All information furnished by JEA will be returned to JEA upon completion of the Work.

2.8.4. PUBLICITY AND ADVERTISING

The Company shall not take any photographs, make any announcements or release any information concerning the Contract or the Work to any member of the public, press or official body unless prior written consent is obtained from JEA.

2.8.5. PATENTS AND COPYRIGHTS

In consideration of ten dollars (\$10.00), receipt and sufficiency is hereby acknowledged, Company shall hold harmless and indemnify JEA from and against liability or loss, including but not limited to any claims, judgments, court costs and attorneys' fees incurred in any claims, or any pretrial, trial or appellate proceedings on account of infringements of patents, copyrighted or uncopyrighted works, secret processes, trade secrets, patented or unpatented inventions, articles or appliances, or allegations thereof, pertaining to the Services, or any part thereof, combinations thereof, processes therein or the use of any tools or implements used by Company.

Company will, at its own expense, procure for JEA the right to continue use of the Services, parts or combinations thereof, or processes used therein resulting from a suit or judgment on account of patent or copyright infringement.

If, in any such suit or proceeding, a temporary restraining order or preliminary injunction is granted, Company will make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of such restraining order or temporary injunction.

If, in any such suit or proceeding, any part of the Services is held to constitute an infringement and its use is permanently enjoined, Company will, at once, make every reasonable effort to secure for JEA a license, authorizing the continued use of the Services. If Company fails to secure such license for JEA, Company will replace the Services with non-infringing Services, or modify the Services in a way satisfactory to JEA, so that the Services are non-infringing.

2.8.6. WORK MADE FOR HIRE

With the exception of Company's pre-existing intellectual capital and third-party intellectual capital as described in Intellectual Property, as stated herein, JEA shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to any project generated by the Work including, but not limited to, software, source code, reports, deliverable, or work product developed by the Company specifically for JEA in connection with the Work, and derivative works relating to the foregoing. Such Work shall include, but shall not be limited to, those reports and deliverables specified in the Contract Documents. The Company understands and agrees that the "work made for hire", or any portion of the Work, shall be a "work made for hire" for JEA pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but, previously developed by the Company specifically for other customers of the Company or for the purpose of providing substantially similar services to other Company customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of JEA deliverables are not deemed works made for hire by operation of law, the Company hereby irrevocably assigns, transfers, and conveys to JEA, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, the Company acknowledges that JEA shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. The Company agrees to execute any documents or take any other actions as may reasonably be necessary, or as JEA may reasonably request, to perfect or evidence JEA's ownership of the Work.

2.9. ACCEPTANCE

2.9.1. ACCEPTANCE PROCEDURE

The following Acceptance procedure will be used for all Milestones. The Milestones are defined described in the Contract Terms and Conditions.

Once Company presents a Milestone as completed to JEA, JEA shall either (i) Accept the Milestone; or (ii) provide written notice to Company stating with particularity how the Milestone does not conform to the Contract Documents (the "First Review Notice") within twenty (20) business days.

Upon receipt of the First Review Notice, Company shall use commercially reasonable efforts to, promptly and without delay, correct the non-conformances specified in the First Review Notice. Company will then redeliver the Milestone to JEA within twenty (20) working days. Upon such redelivery, JEA shall either (i) Accept the Milestone; or (ii) provide a second written notice (the "Second Review Notice") stating with particularity how the Milestone continues to fail to conform to the Contract Documents.

Upon receipt of the Second Review Notice, Company shall use commercially reasonable efforts to, promptly and without delay, correct the non-conformances specified in the Second Review Notice. Company shall then redeliver such Milestone to JEA within twenty (20) working days. Upon such redelivery, JEA shall either (i) Accept the Milestone, or (ii) provide a final written notice (the "Rejection Notice") rejecting the Milestone and stating with particularity how the Milestone does not conform to the Contract Documents. If JEA provides a Rejection Notice to Company, such notice shall constitute a material breach of the Agreement by Company, permitting JEA to terminate the Agreement immediately by written notice.

JEA will charge the expense of completing the Services to the Company and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Company. If such expenses are more than the sum that would otherwise have been payable under the Agreement, then the Company shall pay the amount of such excess to JEA upon notice of the expenses from JEA. JEA shall not be required to obtain the lowest price for completing the Services under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. JEA will, however, make reasonable efforts to mitigate the excess costs of completing the Work or Services.

2.10. DATA OBLIGATIONS

2.10.1. DATA OBLIGATIONS ON CONTRACT EXPIRATION, TERMINATION OR SUSPENSION OF SERVICE

In the event of the Contract expiration or termination, the Company shall implement an orderly return of JEA's data in a mutually agreeable format at a time agreed to by JEA and the Company, or upon JEA's request, the Company shall secure the disposal of all JEA data. During any period of service suspension, the Company shall not take any action to intentionally erase any JEA data or its customers. In the event of termination of any services or the Contract in its entirety, the Company shall not take any action intentionally to erase any data of JEA or its customers except as mutually agreed upon in writing by the Company and JEA. Upon JEA request, the Company shall securely dispose of all request data in all its forms.

2.10.2. DATA OWNERSHIP, PROTECTION AND LOCATION

JEA shall own all right, title and interest in all data of JEA and JEA's customer's that is related to the services provided by the Company under this Contract. The Company shall only access JEA's data and JEA's customer's accounts and data if

- (1.) in the course of providing the services contemplated by this Contract,
- (2.) in response to service or technical issues,
- (3.) as required by the express terms of this Contract, or
- (4.) at JEA's written response. Protection of personal privacy and data shall be an integral part of the services to be provided by the Company under the Contract to ensure that there is no inappropriate or unauthorized use of data of JEA or JEA's customers at any time.

The Company shall safeguard the confidentiality, integrity, and availability of all data of JEA and its customers and comply with the following conditions:

- (a.) The Company shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against the unauthorized access, disclosure or theft of Personal Data or Non-Public Data. For the purposes of the Contract, "Personal Data" shall mean data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information: government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information including account number, credit or debit card numbers; or protected health information relating to a person. Non-Public Data shall mean under this Contract, other than Personal Data, that is not subject to distribution to the public as public information and is deemed to be sensitive and confidential because it is exempt by statute, ordinance or administrative rule from access by the general public as public information;
- (b.) All data obtained by Company under the Contract shall become and remain the property of JEA;
- (c.) All Personal Data and Non-Public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise agreed in writing by JEA and the Company, the Company shall be responsible for encryption of the Personal Data and non-Public Data;
- (d.) At no time shall any Personal data or Non-Public Data of JEA or its customers be copied, disclosed or retained by the Company or any party related to the Company for subsequent use in any transaction that is not a part of the services to be provided under this Contract;
- (e.) The Company shall not use any Personal Data, Non-Public Data or any other information collected in connection with the Contract for any purpose other than providing the service pursuant to this Contract; The Company will prevent its employees, other than employees with a need to know, from gaining access to JEA's data and information.

The Company will direct and take all reasonable steps to insure that any Company employee who encounters any such information during the course of performing the Company's responsibilities of this Contract shall maintain the confidentiality of such information, which shall not be passed onto other Company employees or any other person. The Company shall also enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of JEA data to that which is absolutely necessary to perform job duties.

The Company shall provide its services to JEA and JEA's customers solely from data centers in the United States. Storage of JEA data at rest shall be located solely in data centers in the United States. The Company shall not allow its personnel or its subcontractors to store JEA and JEA customer data on portable devices, including personal computers, except for devices that are used and kept only at its data centers in the United States. The Company shall permit its personnel and subcontractors to access JEA and JEA customer's data remotely only as required to provide technical support. The Company shall deploy reasonable steps and safeguards as part of a network security program in accordance with accepted industry practices, including but not limited to, Purchasing Card Industry-Data Security Standards (PCI-DSS), to prevent unlawful hacking to gain surreptitious access into JEA's and JEA's customer's data.

The Company shall promptly notify JEA of any breaches or issues regarding the security of systems that maintain JEA or JEA's customer data. However, any such notification by the Company shall not affect the Company's obligations to secure JEA's data as provided under this Contract. The Company shall notify JEA within six (6) hours if it learns that JEA or JEA's customers has been, or may have been, the subject of a Security Incident (which is defined below) of any kind which may compromise data of JEA or its customers. In any such event, the Company shall:

- (1.) investigate the incidents and provide a report to JEA with twenty-four (24) hours;
- (2.) conduct a forensic investigation to determine a cause and what data/systems are implicated;
- (3.) provide daily updates of its investigation to JEA and permit JEA reasonable access to the investigation;
- (4.) communicate and cooperate with JEA concerning communication with outside parties such as law enforcement and media; and

(5.) cooperate with JEA in determining whether and how notice, if any, will be provided to JEA's customers with all applicable laws and regulations.

The term "Security Incident" means the potentially unauthorized access by non-authorized persons to Personal data or Non-Public Data that the Company believes could reasonably result in the use, disclosure, or theft of unencrypted Personal Data or Non-Public Data of JEA or its customers within the possession or control of the Company. If a Data Breach (defined below) with respect to Personal Data or Non-Public data has occurred, the Company shall promptly implement necessary remedial measures and document responsive actions taken related to the Data Breach, including any post-incident review and actions taken to make changes in business practices in providing the services, if necessary.

If a Data Breach is a result of the Company's breach of its Contract obligation to encrypt Personal Data or Non-Public Data or otherwise prevent the release of Personal or Non-Public Data or the Company's failure to comply with any of the security requirements comply with this Contract, the Company shall bear the costs associated with

- (1.) the investigation and resolution of the Data Breach;
- (2.) notifications to individuals, regulators or other required by state law;
- (3.) a credit monitoring service required by state or federal law;
- (4.) a website or toll-free number and call center for affected individuals required by state law; and
- (5.) completing all corrective actions as reasonably determined by the Company based on root cause.

The term "Data Breach" means the unauthorized access by a non-authorized person or persons that results in the use, disclosure or theft of the unencrypted Personal Data, Non-Public Data or JEA's customer information.

2.11. LABOR

2.11.1. NONDISCRIMINATION

The Company represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the Term of this Contract. The Company agrees that on written request, it will allow JEA reasonable access to the Company's records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided however, the Company shall not be required to produce, for inspection, records covering periods of time more than one year from the effective date of this Contract.

The Company shall comply with the following executive orders, acts, and all rules and regulations implementing said orders or acts, which are by this reference incorporated herein as if set out in their entirety:

- The provisions of Presidential Order 11246, as amended, and the portions of Executive Orders 11701 and 11758 as applicable to Equal Employment Opportunity;
- The provisions of section 503 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA); and
- The provisions of the Employment and Training of Veterans Act, 38 U.S.C. 4212 (formerly 2012).

The Company agrees that if any of the Work of this Contract will be performed by a Subcontractor, then the provisions of this subsection shall be incorporated into and become a part of the subcontract.

2.11.2. LEGAL WORKFORCE

JEA shall consider the Company's employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for termination of the Contract for default upon thirty (30) days' prior written notice of such termination, notwithstanding any other provisions to the contrary in the Contract Documents.

2.11.3. PROHIBITED FUTURE EMPLOYMENT

It shall be unlawful and a class C offense for any person, who was an officer or employee of JEA, after his or her employment has ceased, to be employed by or enter into any contract for personal services, with a person or company who contracted with, or had a contractual relationship with JEA, while the contract is active or being completed, or within two years of the cessation, completion, or termination of the person's or company's contractual relationship with JEA, where (1) the contract with JEA had a value that exceeded \$250,000, and (2) the officer or employee had a substantial and decision-making role in securing or negotiating the contract or contractual relationship, or in the approval of financial submissions or draws in accordance with the terms of the contract; except that this prohibition shall not apply to an employee whose role is merely as a review signatory, or to contracts entered into prior to January 1, 2008, or to contracts that have been competitively procured. With respect to this subsection a contract is competitively procured if it has been obtained through a sealed low bid award. A "substantial and decision-making role" shall include duties and/or responsibilities that are collectively associated with: (i) approving solicitation or payment documents; (ii) evaluating formal bids and proposals; and (iii) approving and/or issuing award recommendations for JEA Awards Committee approval. The contract of any person or business entity who hires or contracts for services with any officer or employee prohibited from entering into said relationship shall be voidable at the pleasure of JEA. This prohibition shall not apply to any former officer or employee after two (2) years from cessation from JEA employment.

2.11.4. HIRING OF OTHER PARTY'S EMPLOYEES

Each party recognizes that the other party has incurred or will incur significant expenses in training its own employees and agrees that it will not pursue or hire, without the other party's consent, the other party's employees or the employees of its subsidiaries for a period of two (2) years from the termination date of this Agreement. It shall not be considered a breach of this Section for either party to make employment solicitations to the general public or groups that may include employees of the other party. Nor shall it be considered a breach of this Section for either party to respond to, act upon, or accept inquiries and applications resulting from, or make offers of employment resulting from, (i) such solicitations to the general public or groups or (ii) unsolicited employment inquiries or applications.

2.11.5. COMPANY'S LABOR RELATIONS

The Company shall negotiate and resolve any disputes between the Company and its employees, or anyone representing its employees. The Company shall immediately notify JEA of any actual or potential labor dispute that may affect the Work and shall inform JEA of all actions it is taking to resolve the dispute.

2.12. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

2.12.1. JEA ACCESS BADGES

If the scope of work described in this Contract requires a Company to access JEA facilities over a period of time, each Company employee shall apply for a JEA access badge through JEA's Security Department. JEA will run a seven (7) year background check on all Company employee's that apply for a JEA access badge.

An appointment to obtain a JEA access badge can be made by contacting JEA Security at securitybadge@jea.com.

JEA does not allow Company employees to share JEA access badges. A Company whose employees are found to be sharing JEA access badges, will result in the Contract being terminated immediately for default. Additionally, JEA shall be notified within six (6) hours of a lost or stolen JEA security badge or when an employee leaves the Company. Report badge termination notifications to JEA Security at (904) 665-8200.

2.12.2. TRANSITION SERVICES

At any time prior to the date the Contract expires or terminates for any reason (the "Termination Date"), JEA may request Company to provide reasonable transition assistance services ("Transition Assistance"). Company will provide such Transition Assistance until such time as JEA notifies the Company that JEA no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date.

Transition Assistance shall mean any services, functions or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service contractor (either JEA itself or a third party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by JEA, those third parties shall cooperate with Company in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Company.

Transition Assistance rendered before the Termination Date shall be provided at no additional cost to JEA. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Company charges to government entities for comparable services; provided however, that if JEA terminates the Contract because of a breach by Company, then (i) the Transition Assistance shall be provided at no cost to JEA, and (ii) JEA will be entitled to any other remedies available to it under law. Company may withhold Transition Assistance after the Termination Date if JEA does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Company in accordance with the invoicing and payment provisions of the Contract.

2.12.3. JEA CRITICAL INFRASTRUCTURE PROTECTION (CIP)

Pursuant to federal regulations, JEA is required to implement Critical Infrastructure Protection (CIP) and comply with NERC/FERC reliability standards for identified assets (collectively the "Assets"). Assets can be defined as either physical or cyber that are essential for JEA to maintain the integrity of the bulk electric system. Therefore, a Company that requires access to the Assets shall require that each of its employees, who require unescorted access apply for a JEA access badge through JEA's Security Department. Depending on which Assets a Company must access will determine the specific training and/or personal background screenings that will be required before a JEA badge can be issued. JEA will pay for reasonable costs associated with initial background screenings and training for required Company employees. However, if an initial screening is failed, the Company will be responsible for the cost of that screening and for additional screening costs related to Company employee turnover. An appointment to obtain a JEA access badge can be made by contacting JEA Security at securitybadge@jea.com.

Finally, all badges are for assigned individual use only and JEA does not allow Company employees to share JEA access badges. A Company, whose employees are found to be sharing JEA access badges, may result in the Contract being terminated for default. Additionally, JEA shall be notified within six (6) hours of a lost or stolen JEA security badge or when an employee leaves the Company and Company should bear the cost of replacement security badge. Report badge termination notifications to JEA Security at (904) 665-8200.

The language in the above paragraphs shall also apply to Company's Subcontractors, and shall be included in Company's contracts with its Subcontractors for Work or Services to be performed at JEA or SJRPP Facilities.

JEA reserves the right to modify these terms if the applicable regulations change or additional regulations become applicable. JEA will provide sufficient notice in advance for Company to adapt the updated regulations.

2.12.4. COMPANY REPRESENTATIVES

The Company shall provide JEA with the name and responsibilities of the Company Representative, in writing after Award of the Contract and before starting the Work under the Contract. Should the Company need to change the Company Representative, the Company shall promptly notify JEA in writing of the change.

2.12.5. COMPANY REVIEW OF PROJECT REQUIREMENTS

The Company shall review the Work requirements and specifications prior to commencing Work. The Company shall immediately notify the Contract Administrator in writing of any conflict with applicable law, or any error, inconsistency or omission it may discover. JEA will promptly review the alleged conflicts, errors, inconsistencies or omissions, and issue a Change Order or Purchase Order as appropriate if JEA is in agreement with the alleged conflict, and issue revised specifications. Any Work the Company performs prior to receipt of approved Change Order will be at the Company's sole risk.

2.12.6. LICENSES

The Company shall comply with all licensing, registration and/or certification requirements pursuant to applicable laws, rules and regulations. The Company shall secure all licenses, registrations and certifications as required for the performance of the Work and shall pay all fees associated with securing them. The Company shall produce written evidence of licenses and other certifications immediately upon request from JEA.

2.12.7. SAFETY AND PROTECTION PRECAUTIONS

The Company shall comply with all applicable federal, state and local laws, ordinances, all JEA procedures and policies including any orders of any public body having jurisdiction for the safety of persons or protection of property. The Company understands and agrees that a violation of any provision of this clause is grounds for a Termination for Default, with no requirement to provide Company with a notice to cure. Additionally, the Company shall be responsible for all JEA damages associated with such termination.

The Company understands and agrees that JEA Representatives may stop Work at any time that JEA, at its sole discretion, considers the Company's Work to be unsafe or a risk to property, and to direct the Company to, at a minimum, perform as directed in such a way as to render the Work environment safe. The Company understands and agrees that it is responsible for paying all costs associated with providing a safe work environment including, but not limited to, any costs associated with any JEA directed safety improvements. The Company further understands and agrees that it is solely responsible for the safety of personnel and property associated with the Work, and that any actions taken by JEA to prevent harm to persons or damage to equipment does not, in any way, relieve the Company of this responsibility.

The Company Representative, or alternatively, the Company Supervisor, shall be designated as the Company's individual responsible for the prevention of accidents.

2.13. VENDOR PERFORMANCE EVALUATION

2.13.1. VENDOR PERFORMANCE EVALUATION

Use of Vendor Performance Evaluation Scorecards

JEA may evaluate the Company's performance using the evaluation criteria shown on the vendor scorecard available online at JEA.com.

Scores for all metrics shown on the evaluation range from a low of 1, meaning significantly deficient performance, to a high of 5, meaning exceptionally good performance. The Company's performance shall be classified as Top Performance, Acceptable Performance, or Unacceptable Performance, as defined herein. The evaluator will be a designated JEA employee. The evaluator's supervisor and the Chief Purchasing Officer will review deficient performance letters and Unacceptable Performance scorecards, as described below, prior to issuance. When evaluating the Company's performance, JEA will consider the performance of the Company's Subcontractors and suppliers, as part of the Company's performance.

Frequency of Evaluations

JEA may conduct performance evaluations and prepare scorecards in accordance with the procedures described herein at any time during performance of the Work or soon after the completion of the Work. JEA may conduct one or more evaluations determined solely at the discretion of JEA.

Unacceptable Performance

- If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Contract Administrator and Chief Procurement Officer or his designated alternate will notify the Company of such in a letter. The Company shall have ten (10) days to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.
- Within thirty (30) days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Company's performance is described in the letter as meeting expectations, no further remedial action is required by the Company, as long as Company's performance continues to be Acceptable.
- If the Company's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Company shall have fifteen (15) days from date of second letter to demonstrate solely through its performance of the Work, that it has achieved Acceptable Performance. At the end of the fifteen (15) day period, JEA will prepare a scorecard documenting the Company's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Company has made in its performance, or has failed to make. If the scorecard shows Company's performance is Acceptable, then no further remedial action is required by Company as long as Company's performance remains Acceptable. If the scorecard shows the Company's performance is Unacceptable, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Company from bidding on any JEA related solicitations, and other remedies available in the JEA Purchasing Code and in law. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.
- In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion.
- If the Company receives five (5) or more letters of deficiency within any twelve (12) month period, then JEA will prepare a scorecard describing the deficiencies and the Company's performance will be scored as Unacceptable.

Acceptable Performance

JEA expects the Company's performance to be at a minimum Acceptable.

Disputes

In the event that the Company wants to dispute the results of its scorecard performance evaluation, the Company must submit a letter to the Chief Procurement Officer supplying supplemental information that it believes JEA failed to take into account when preparing the scorecard. Such letter, along with supplemental information, must be submitted no later than ten (10) days following the Company's receipt of the scorecard. If the Chief Procurement Officer decides to change the scorecard, the Company will be notified and a revised scorecard will be prepared, with a copy issued to the Company. If the Chief Procurement Officer decides that no change is warranted, the decision of the Chief Procurement Officer is final. If the Company is to be suspended from consideration for future Award of any contracts, the Company may appeal to the Procurement Appeals Board as per JEA Procurement Code.

Public Records

There can be no expectation of confidentiality of performance-related data in that all performance-related data is subject to disclosure pursuant to Florida Public Records Laws. All scorecards are the property of JEA.

2.14. JEA RESPONSIBILITIES

2.14.1. COORDINATION OF SERVICES PROVIDED BY JEA

The JEA Representative for the Work will, on behalf of JEA, coordinate with the Company and administer this Contract. It shall be the responsibility of the Company to coordinate all assignment related activities with the designated JEA Representative. The JEA Representative will be assigned to perform day-to-day administration and liaison functions, and to make available to the Company appropriate personnel, to the extent practical, and to furnish records and available data necessary to conduct the Work. The JEA Representative will also authorize the Company to perform work under this Contract.

2.15. MISCELLANEOUS PROVISIONS

2.15.1. AMBIGUOUS CONTRACT PROVISIONS

The parties agree that this Contract has been the subject of meaningful analysis and/or discussions of the specifications, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who physically prepared this Contract.

2.15.2. AMENDMENTS

This Contract may not be altered or amended except in writing, signed by JEA Chief Procurement Officer, or designee, and the Company Representative, or each of their duly authorized representatives.

2.15.3. APPLICABLE STATE LAW; VENUE; SEVERABILITY

The rights, obligations and remedies of the parties as specified under the Contract will be interpreted and governed in all respects exclusively by the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof. Should any provision of the Contract be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired. Litigation involving this Contract or any provision thereof shall take place in the State or Federal Courts located exclusively in Jacksonville, Duval County, Florida.

2.15.4. CUMULATIVE REMEDIES

Except as otherwise expressly provided in this Contract, all remedies provided for in this Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

2.15.5. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which are not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

2.15.6. EXPANDED DEFINITIONS

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation", and the terms "include", "includes" and "included" have similar meanings. Any reference in this Contract to any other agreement is deemed to include a reference to that other agreement, as amended, supplemented or restated from time to time. Any reference in the Contract to "all applicable laws, rules and regulations" means all federal, state and local laws, rules, regulations, ordinances, statutes, codes and practices.

2.15.7. HEADINGS

Headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

2.15.8. INDEPENDENT CONTRACTOR

Company is performing this Contract as an independent contractor and nothing in this Contract will be deemed to constitute a partnership, joint venture, agency, or fiduciary relationship between JEA and Company. Neither Company nor JEA will be or become liable or bound by any representation, act, or omission of the other.

2.15.9. LANGUAGE AND MEASUREMENTS

All communication between the Company and JEA, including all documents, notes on drawings, and submissions required under the Contract, will be in the English language. Unless otherwise specified in the Contract, the US System of Measurements shall be used for quantity measurement. All instrumentation and equipment will be calibrated in US System of Measures.

2.15.10. MEETINGS AND PUBLIC HEARINGS

The Company will, upon request by JEA, attend all meetings and public hearings as required, in any capacity, as directed by JEA.

2.15.11. NEGOTIATED CONTRACT

Except as otherwise expressly provided, all provisions of this Contract shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. The parties agree that they have had meaningful discussion and negotiation of the provisions, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in the Contract shall not be construed against the party who physically prepared this Contract.

2.15.12. NONEXCLUSIVE

Notwithstanding anything contained herein that may appear to be the contrary, this Contract is "non-exclusive" and JEA reserves the right, in its sole discretion, to retain other companies to perform the Work, and/or JEA may self-perform the Work itself.

2.15.13. REFERENCES

Unless otherwise specified, each reference to a statute, ordinance, law, policy, procedure, process, document, drawing, or other informational material is deemed to be a reference to that item, as amended or supplemented from time to time. All referenced items shall have the enforcement ability as if they are fully incorporated herein.

2.15.14. RIGHT TO AUDIT AND FINANCIAL REPORTING

Accounting System

The Company shall establish and maintain a reasonable accounting system that enables JEA to readily identify the Company's assets, expenses, cost of goods, and use of funds.

Audited Financial Statements

The Company shall provide to JEA audited financial statements for the most recent fiscal year upon JEA's request, not later than five (5) days after receipt of written request.

Content and Retention of Records

Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Company shall, at all times during the term of this Contract and for a period of five (5) years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

Inspection /Audit of Records

Upon JEA's request, the Company agrees to allow JEA to audit, to examine, and to make copies of or extracts from its financial and operating records (in whatever form they may be kept, whether written, electronic, or other) kept by the Company, its employees, agents, assigns, successors, and subcontractors, for the purpose of determining invoice accuracy, or otherwise assessing compliance with the Contract Documents.

The Company shall at any time requested by JEA, whether during or after completion of this Contract, and at Company's own expense make such records available for inspection and audit (including copies and extracts of records as required) by JEA. Such records shall be made available to JEA during normal business hours at the Company's office or place of business in a workspace suitable for the audit and [subject to a three day written notice/without prior notice]. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for JEA. The Company agrees to have knowledgeable personnel available to answer questions for the auditors during the time they are performing the audit and for a period of two weeks thereafter. Company shall ensure JEA has these rights with Company's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Company and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Company's obligations to JEA.

Cost of Audits

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by JEA unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Company to JEA in excess of one-half of one percent (.5%) of the total contract billings, the Company shall reimburse JEA for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, JEA may recoup the costs of the audit work from the Company.

Billing Adjustments and Recoveries

Any billing payment recoveries to JEA that must be made as a result of any such audit or inspection of the Company's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of JEA's findings to Company.

Failure to Comply

If Company fails to comply with the requirements contained in this clause, the Company may be found to be in breach of the Contract, be subject to debarment or suspension of bidding privileges with JEA, and/or JEA may exercise any other remedies available by law.

2.15.15. SEVERABILITY

In the event that any provision of this Contract is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable law, and the remainder of this Contract shall continue in full force and effect. With regard to any provision in this agreement pertaining to damages, equitable or otherwise, it is the intent of the Parties that under no circumstances shall there be recovery for home office overhead. Any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

2.15.16. SUBCONTRACTING OR ASSIGNING OF CONTRACT

Each party agrees that it shall not subcontract, assign, delegate, or otherwise dispose of the Contract, the duties to be performed under the Contract, or the monies to become due under the Contract without the other party's prior written consent.

The assignment of the Contract will not relieve either of the parties of any of its obligations until such obligations have been assumed in writing by the assignee. If the Contract is assigned by either of the parties, it will be binding upon and will inure to the benefit of the permitted assignee. The Company shall be liable for all acts and omissions of its assignee or its Subcontractor.

In the event the Company obtains JEA approval to use Subcontractors, the Company is obligated to provide Subcontractors possessing the skills, certifications, registrations, licenses, training, tools, demeanor, motivation and attitude to successfully perform the work for which they are subcontracted. The Company is obligated to remove Subcontractors from performing Work under this Contract when the Company recognizes that a Subcontractor is failing to work in a manner consistent with the requirements of this Contract, or when JEA notifies the Company that JEA has determined a Subcontractor is failing to work in a manner consistent with the requirements of this Contract.

2.15.17. SURVIVAL

The obligations of JEA and the Company under this Contract that are not, by the express terms of this Contract, to be performed fully during the Term, shall survive the termination of this Contract.

2.15.18. TIME AND DATE

Unless otherwise specified, references to time of day or date mean the local time or date in Jacksonville, FL. If under this Contract any payment or calculation is to be made, or any other action is to be taken, on or as of a day that is not a regular business day for JEA, that payment or calculation is to be made, and that other action is to be taken, as applicable, on or as of the next day that is a regular business day. Where reference is made to day or days, it means calendar days. Where reference is made to workday, workdays, business day, or business days, it means regular working days for JEA Procurement.

2.15.19. TIME OF ESSENCE

For every material requirement of this Contract, time is of the essence.

2.15.20. WAIVER OF CLAIMS

A delay or omission by JEA to exercise any right or power under this Contract shall not be construed to be a waiver thereof. A waiver by JEA under this Contract shall not be effective unless it is in writing and signed by the party granting the waiver. A waiver by a party of a right under or breach of, this Contract shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, this Contract.

The Company's obligations to perform and complete the Work in accordance with the Contract shall be absolute. None of the following will constitute a waiver of any of JEA's rights under the Contract: approval of payments, including final payment; Certificate of Contract Completion; any use of the Work by JEA; nor any correction of faulty or defective work by JEA.

3. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

4. FORMS

LETTER OF CREDIT

Letter of Credit

Evergreen Irrevocable Standby Letter of Credit

Number: _____

Date: _____

Beneficiary:

JEA
21 West Church Street
Jacksonville, Florida 32202

Principal:

Amount: Not Exceeding: \$2,000,000.00

Not Exceeding: TWO MILLION ONE AND NO/100 DOLLARS

Date and Place of Expiry:

The later of (INSERT EXPIRY DATE) or thirty (30) days after written notice of expiry to the Beneficiary, at (INSERT PROPER CITY ADDRESS), in person or by facsimile only.

We, (INSERT NAME OF BANK), hereby establish our Evergreen Irrevocable Standby Letter of Credit Number _____ for _____ which is available with us by sight payment(s) against presentation to us of the original or facsimile only of the following documents:

1. This Letter of Credit and all amendment(s) thereto, if any.
2. Draft(s) "At Sight" drawn on us, bearing the clause: "Drawn under (INSERT NAME OF BANK) Standby letter of Credit Number _____."
3. Beneficiary's Signed Statement reading: "We hereby certify that (INSERT NAME OF PRINCIPAL) (the "Principal") is in default or non-conformance of some or all of its obligations, pursuant to contract issued under JEA RFP Number JPS-009-11:
 - A. Failure to complete agreed upon work and/or services as set forth in specifications entitled "_____" and all other contract documents for performance of providing third-party walk-in payment processing services_(the "Project"), and/or
 - B. Failure to make payment to all claimants, which claimants have supplied the Principal with labor, materials, equipment or supplies, used directly or indirectly by the Principal in the performance of work or services for the Project, and JEA will be required to pay for the same; and/or
 - C. To renew this Evergreen Irrevocable Standby Letter of Credit Number_____, prior to our drawing hereunder.

Notwithstanding the above expiration date, the expiration date of this Evergreen Irrevocable Standby Letter of Credit shall be automatically extended without written amendment for additional one (1) year periods unless at least thirty (30) days prior to any such expiration date, (INSERT NAME OF BANK) shall give written notice to Beneficiary, by Certified Mail or Courier, at the address set forth above or at such

other amended address as may be provided to **(INSERT NAME OF BANK)** in writing prior to such notice, that we elect not to renew this Evergreen Irrevocable Standby Letter of Credit for any such additional period.

In the event that we present you with our Notice of Non-Renewal, you may draw hereunder on or prior to the then relevant expiration date up to the full amount then available hereunder against presentation of the above documents.

Any reference to RFP JPS-009-11 or Contract Number **(TO BE INSERTED AFTER CONTRACT IS AWARDED)** is for information purposes only and does not, in any way, incorporate the terms and conditions of said RFP or contract into this Evergreen Irrevocable Standby Letter of Credit.

We hereby engage with the Beneficiary hereof that draft(s) drawn under and in compliance with the terms and conditions of this Evergreen Irrevocable Standby Letter of Credit shall be duly honored upon presentation at our office at _____, mail code: _____, **(INSERT CITY, STATE ZIPCODE)**; or via facsimile only presentation at **(INSERT FACSIMILE (FAX) NUMBER)** on or before the expiration date or any automatically extended expiration date. If drawing via facsimile, then original documents are not required for presentation and no original documents should then be sent to our street address. If sent, they will not be re-examined by us.

Except as far as otherwise expressly stated herein, this Evergreen Irrevocable Standby Letter of Credit is subject to the International Standby Practices 1998, International Chamber of Commerce Publication Number 590 ("ISP98").

If you require any assistance or have any questions regarding this Transaction, please call

_____.

SIGNATURES

004-18 APPENDIX A WALK IN PAYMENTS FOR JEA

SCOPE

JEA is soliciting third party payment processors to accept walk-in remittances by JEA customers for their utility bills. It is JEA's intent to maintain a minimum of seventy-five (75) independent merchant locations throughout the JEA service territory to collect cash, money order, check and optionally credit card remittance processing from JEA customers.

REQUIREMENTS

1	The Company shall provide everything necessary to successfully complete the Work except the materials and services specifically stated in the Contract to be provided by JEA.
2	The Company shall perform all Work in accordance with the Contract Documents and the applicable JEA policies, accepted commercial work practices, local, state, and federal, rules regulations and laws which may be amended from time to time.
3	The Company shall provide all permits, certifications, insurances, and bonds necessary or required by good practice, except where specifically stated in the Contract to be provided by JEA.
4	In the event the Company chooses to use Subcontractors, the Company is obligated to provide Subcontractors possessing the skills, certifications, licenses, training, tools, demeanor, motivation and attitude to successfully perform the work for which they are subcontracted.
5	The Company is obligated to remove Subcontractors from performing Work under this Contract when the Company recognizes that a Subcontractor is failing to work in a manner consistent with the requirements of this Contract, or when JEA notifies the Company that JEA has determined a Subcontractor is failing to work in a manner consistent with the requirements of this Contract.
6	The Company shall bear sole responsibility for the efficiency, adequacy and safety of the performance of the Work. The Company shall be solely responsible for any loss or damage to materials, tools, labor, and equipment used during the performance of, or in connection with, the Work. Any JEA comments or approval regarding the Company's performance, materials, working force, or equipment will not relieve the Company of any responsibility.
7	Company shall provide point of payment equipment. Equipment may be either merchant operated or customer operated kiosks.
8	Verification of acceptable payment method for each individual transaction including but not limited to having the ability to identify, at the payment locations, customers for whom JEA has flagged as "cash only" and for them to only be allowed to make payments by any means other than checks.
9	Company shall provide check validation at time of payment. For ACH payments, this is the bank routing number level and not the bank account number level.
10	Company shall use image technology to scan and capture remittance information.
11	Company shall provide verification of remittance completeness, including amount of payment and customer account information as specified by JEA.
12	Real time web service calls to JEA CIS (Oracle Customer Care and Billing) system will be required for payment transactions. JEA will provide the appropriate service calls to be used to update the CIS system.

13	Company shall have ability to remit payments as ACH or federal funds wire transfer to JEA account.
14	Company shall remit daily by ACH or federal funds wire transfer the amount due for daily total of payments processed.
15	Company shall provide same-day electronic delivery of remittance documents, reports, images and data files and all exception items to the designated JEA Representative.
16	Company is responsible for all losses of funds after payments are received at payment location and prior to payment being received and reconciled by JEA.
17	Company shall provide reconciliation of payment data transmitted to the total cash for each daily receipt of payments processed.
18	The Company shall maintain a minimum seventy-five (75) qualified merchant locations throughout the JEA service territory to include locations in Duval County, St. Johns County, Ponte Vedra, Atlantic Beach, and Nassau County.
19	The Company shall provide merchants or Kiosks in comparable locations to current coverage throughout JEA service territory including but not limited to independant grocery chains & convenient stores.
20	JEA shall have the right to choose from the Company's existing locations, those locations it wants to authorize for accepting JEA payments.
21	JEA shall have the right to remove a location for any reason. Such removal shall become effective no more than two (2) days from written notice to Company that such location is to no longer accept JEA payments.
22	JEA may choose to add additional locations that Company has established in the future.
23	The Company and JEA shall mutually define a change control process whereby available merchant locations, systems, processes, point of payment operating requirements, and other factors that could affect the service are communicated and addressed appropriately. Such change control procedures are to be initially proposed by Company, and JEA and Company shall work together in good faith to define a mutually agreeable change control process. Such process shall be developed as part of the initial implementation and shall be completed prior to the accepting any customer payments.
24	The Company shall accept walk-in payments for cash, checks, and money order payments, and optionally, credit and debit card payments at all locations accepting JEA payments.
25	All business days shall be considered processing days including Holidays and nationally recognized bank holidays.
26	The Company shall update payments real time. Daily cut off time for the days' batch of payments to be no later than 6:00 PM EST.
27	Deposits for payments processed shall be transmitted to JEA as a single ACH transaction or federal funds wire transfer daily. All payments must be received by close of business (no later than 5:00 PM) of the following business day.
28	Reconciliation report to be delivered by 6:00 AM EST next business day. Details of this process shall be determined during contract negotiations.

29	JEA will require specific process and transaction data, which may change from time-to-time during the term of the contract. Frequency may be several per day, daily, weekly, monthly and ad-hoc. Examples include, but are not limited to: number of items processed; dollar amount of transactions processed (payment and fees), itemized for each file transfer; number of returned items and exceptions; individual transaction details upon request.
30	The specific format, content, and number of reports shall be jointly defined by JEA and the Company during implementation.
31	The Company shall place three (3) encrypted image files containing all regular, exception and check marked items (including front and back images of all checks, receipts, bill stubs) from the previous business days batch on Company's secured FTP server for download by JEA daily by 6:00 AM EST. Exception items include, but are not limited to, payments for which customer account information cannot be verified using JEA-provided customer file (invalid account numbers, multiple checks that cannot be matched to an account, illegible items, etc.).
32	The Company shall deposit all code unverified items as "suspense items" and include them in the same data file of regular items transmitted to JEA by 3:00 PM EST each business day.
33	Company shall provide secured Web access for up to five (5) years of processed item image files. Web access to same day work shall be available no later than 6:00 AM the following business day. Web access must delineate regular, exception and check marked items.
34	If the company provides access to customer payment information in the form of a web based portal, there must be enough access to support up to 150 concurrent users.
35	The Company shall shred and dispose of all processed items in a manner that safeguards the confidential information that may be contained in such items.
36	The Company shall be responsible for ensuring that no JEA customer data in its possession in either paper or electronic format is released, stolen, or otherwise made public, or used for malicious intents.
37	The Company shall not, in any case, compile or use JEA customer information for any purpose other than that described herein. Use, sale or disclosure of JEA customer data by Company or associated merchants is not permitted in any case without the express written permission of JEA.
38	The Company shall notify JEA within twenty-four (24) hours of identification of any breach of JEA customer information.
39	The Company shall maintain images and transaction data for a period of five (5) years, on a monthly rotating basis. The Company shall provide reasonable redundancy, backup measures and facilities. The Company shall certify destruction of JEA customer data after the five (5) year archiving period.
40	After the termination of the Contract, or at the request of JEA, the Company shall provide to JEA the electronic files containing all past transaction data via an agreed-upon medium.
41	The Company shall ensure the integrity of its systems and processes for sending deposit information to banks including SSAE 16 Type II certifications and PCI standards (once applicable with card processing). Certifications must be maintained during the term of the contract.
42	The Company shall have in-place at all locations accepting payments a means of verifying checks to ensure funds availability and guard against check fraud (the ability to process checks from customer as ACH).

43	JEA shall bear the liability for checks returned unpaid for accounts where checks are an acceptable method of payment and the verification process was used. Company shall deposit all customer receipts without any deduction for returned checks, fees, chargebacks, or fines.
44	The vendor will submit a separate reimbursement request for any returned checks or disputed payments with supporting documentation to JEA. Fees and fines related to returned checks or disputed payments are to be assessed and handled by JEA only.
45	The Company, nor its merchants, shall not, at any time or in any manner charge a JEA customer a fee for a returned check made payable to JEA.
46	The Company systems and processes at all locations accepting payments for JEA must support the ability of JEA customers to make payments without a copy of their bill but with knowledge of their JEA account number.
47	JEA will post an encrypted file Monday thru Friday, with daily updates of customer information on vendor external FTP server. This file is to be used to allow payments to be posted without customer having a copy of their bill or knowledge of their account number.
48	JEA and the Company shall agree upon a suitable invoice format that provides sufficient detail for JEA to accurately allocate cost of services.
49	JEA may choose to offer JEA customers the option of making payments using debit and credit cards. This service would be implemented only after cash, check and money order payments are already being collected at third-party walk-in locations. It is not required that the Company perform this service.
50	JEA will required the following services related to credit card remittance processing from the Company: a. Process credit card payments via JEA's bank account b. Provide payment information files to JEA c. Provide customers a receipt with customer full account number, amount of payment and date/time stamp d. Provide reversals and other adjustments as needed
51	If credit card remittance processing is implemented during the course of this Contract, then the Company shall not be authorized to subtract, or "net" any charges including, but not limited to: chargebacks, fees, fines, assessments, penalties, etc., from daily customer collections that will be transmitted to JEA, or to withdraw funds representing these amounts from any JEA bank account.
52	Disputed payments and chargebacks will be handled as separate reimbursements upon providing adequate supporting documentation, and fees and other related charges should be included on the invoice as part of the normal billing process.
53	JEA will not be required, for any reason, to establish a Merchant Reserve/Security Account in relation to the credit card processing arrangement.
54	All payment transactions must be sent to JEA in real time or "Near real-time". At minimum in less than 12 hours.
55	Same day delivery of remittance documents, reports, images and data files and all exceptional items to the designated JEA representative(s).
56	The company must provide a single point of contact for the address of payment and reporting issues.

57	The company must provide JEA access to customer payment information on a real time basis for the purpose of investigating payment details in resolving disputes or customer questions.
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Detailed Scope of Services

1. Merchant Locations

During the Contract Term, the Company shall maintain at a minimum seventy-five (75) locations throughout the JEA service territory with at least forty (40) of the locations in Duval County, and at least one location in each of Northwest St. John's County, Ponte Vedra, Atlantic Beach, Nassau County, and Baker County. There is no expected maximum number of locations.

JEA shall have the right to choose from Company's existing locations, those locations it wants to authorize for accepting JEA payments. JEA shall have the right to remove for any reason a location that it has previously been chosen. Such removal shall become effective no more than two-days from written notice to Company that such location is to no longer accept JEA payments. JEA may choose to add additional locations that Company has established in the future.

The Company and JEA shall mutually define a change control process whereby available merchant locations, systems, processes, point of payment operating requirements, and other factors that could affect the service are communicated and addressed appropriately. Such change control procedures are to be initially proposed by Company, and JEA and Company shall work together in good faith to define a mutually agreeable change control process. Such process shall be developed as part of the initial implementation and shall be completed prior to the accepting any customer payments.

2. Payment Channels

At all locations accepting JEA payments, the Company shall accept walk-in payments for cash, checks, and money order payments, and optionally, credit and debit card payments. The processing of credit and debit card payments is not required.

3. Processing Times

All business days shall be considered processing days except: Holidays as defined in this Solicitation and nationally recognized bank holidays.

- a. Update payments not less frequently than hourly
- b. Daily cut off time for the day's batch of payments to be not later than 8:00 PM
- c. Reconciliation report to be delivered by 6:00 AM next business day
- d. Payment deposited in JEA account by close of next business day (not later than 5:00 PM)
- e. Details of this process shall be determined during contract negotiations

4. Remittance to JEA

Payments processed shall be transmitted to JEA as a single ACH transaction or federal funds wire daily. All payments must be received by close of business (no later than 5:00 PM) of the following business day.

5. Reporting

JEA will require specific process and transaction data, which may change from time-to-time during the term of the contract. Frequency may be several per day, daily, weekly, monthly and ad-hoc. Examples of such data include, but are not limited to, the following reporting requirements:

- a. Number of items processed
- b. Dollar amount of transactions processed (payment and fees), itemized for each file transfer
- c. Number of returned items and exceptions
- d. Individual transaction details upon request of JEA Representative

e. Other items as agreed upon in the Contract documents

The specific format, content, and number of reports shall be jointly defined by JEA and the Company during implementation.

6. Image Access

Daily by 6:00 AM, the Company shall place three encrypted image files including all items from the previous business day's batch, in a format to be jointly defined, of all items (including front and back images of all checks, receipts, bill stubs) on Company's secured FTP server for download by JEA. The three (3) files are:

- a. Containing all regular items
- b. Containing all exceptional items
- c. Containing all check marked items

Exceptional items may include, but are not limited to, payments for which customer account information cannot be verified using JEA-provided customer file (e.g. invalid account numbers, multiple checks that cannot be matched to an account, illegible items, etc.) The Company shall deposit all code unverified items as "suspense items" and include them in the same data file of regular items transmitted to JEA by 3:00 PM each business day.

Company shall provide secured Web access for up to three (3) years of processed item image files. Web access to same day work shall be available no later than 6:00 AM the following business day. Web access must delineate regular items, exceptional items and check marked items. An estimated 150 concurrent users would access the website.

The Company will not process JEA customer changes of address, charitable contributions or other account information changes that may be included as a checkmarked item on JEA bill stubs. The Company shall include a disclaimer on JEA customer payment receipts that notifies JEA customers to contact JEA directly if the customer requires a change of address or other account information. JEA will provide the Company with the correct notification contact information upon start of the work.

7. Protection of JEA Customer Information

The Company shall shred and dispose of all processed items in a manner that safeguards the Confidential Information that may be contained in such items. The Company shall be responsible for ensuring that no JEA customer data in its possession in either paper or electronic format is released, stolen, or otherwise caused to become public, or used for malicious intents. The Company shall not, in any case, compile or use JEA customer information for any purpose other than that described herein. Use, sale or disclosure of JEA customer data by Company or associated merchants is not permitted in any case without the express written permission of JEA. The Company shall notify JEA within 24 hours of identification of any breach of JEA customer information.

8. Archiving

The Company shall maintain images and transaction data for a period of three years, on a monthly rotating basis. After three years, upon termination of the Contract, or at the request of the JEA Representative, the Company shall provide to JEA all past transaction data in a format that is compatible with JEA's system. The Company shall provide reasonable redundancy and backup measures and facilities. The Company shall certify destruction of JEA customer data after three-year archiving period.

a. Deposit Data Sent to Bank

The Company shall ensure the integrity of its systems and processes for sending deposit information to bank including S.A.S. 70 certification and in the event the Company accepts credit cards, Payment

Card Industry (PCI) standards.

9. Check Fraud Protection and Processing of Returned Checks

The Company shall have in-place at all locations accepting payments a means of verifying checks to ensure funds availability and guard against check fraud (e.g. the ability to process checks from customer as ACH). JEA shall bear the liability for checks returned unpaid for accounts where checks are an acceptable method of payment and the verification process was used. Company shall deposit all customer receipts without any deduction for returned checks, fees, chargebacks, or fines. The vendor will submit a separate reimbursement request for any returned checks or disputed payments with supporting documentation to JEA. Fees and fines related to returned checks or disputed payments are to be assessed and handled by JEA only. The Company, nor its merchants, shall not, at any time or in any manner charge a JEA customer a fee for a returned check made payable to JEA.

10. Customer Account Handling

The Company systems and processes at all payment locations accepting payments for JEA must support the ability of customers to make payments without a copy of their bill or knowledge of their account number. JEA will post an encrypted file on Friday of each week, with daily updates of customer information in a format described in the table below (JEA Customer Account Information) on its external FTP server (TRANSFILE.JEA.COM). This file is to be used to allow payments to be posted without customer having a copy of their bill or knowledge of their account number.

11. Implementation Target Dates

The Company shall begin implementation process not later than and finalize implementation and be able to accept payments by. JEA will determine the specific implementation date at the time of contract negotiation.

12. Invoices to JEA

JEA and the Company shall agree to define a suitable invoice format that provides sufficient detail for JEA to accurately allocate the cost of services.

13. Optional Credit Card Remittance Processing

JEA may choose to offer JEA customers the option of making payments using debit and credit cards. This service would be implemented only after cash, check and money order payments are already being collected at third-party walk-in locations. It is not required that the Company perform this service.

JEA would be seeking the following services related to credit card remittance processing:

- a. Process credit card payments via JEA's merchant credit card processing account
- b. Provide payment information files to JEA
- c. Provide customers receipt with time, date stamp of payments
- d. Provide reversals and other adjustments as needed

If credit card remittance processing is implemented during the course of this Contract, then the Company shall not be authorized to subtract, or "net" any charges including, but not limited to, chargebacks, fees, fines, assessments, penalties, etc. from daily customer collections that will be transmitted to JEA, or to withdraw funds representing these amounts from any JEA bank account. Disputed payments and chargebacks will be handled as separate reimbursements upon providing adequate supporting documentation, and fees and other related charges should be included on the invoice as part of the normal billing process. JEA will not be required, for any reason, to establish a Merchant Reserve/Security Account in relation to the credit card processing arrangement.

ADDITIONAL INFORMATION FOR SELECTION CRITERIA: "ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE PROJECT REQUIREMENTS"

WALK-IN PAYMENT PROCESS – DETAILS

Describe the processes, systems, data flows, reporting and reconciliations that you propose. Include diagrams where possible. Be as detailed as possible to ensure JEA is able to fully understand the specific capabilities, technologies, networks, timing, error rates and interfaces. Specifically detail how the process addresses each technical requirement shown in the Technical Specifications.

Describe your reconciliation method and reports to be provided that will reconcile the daily deposited amount in the bank to the electronic data transmission(s) to JEA. Please indicate the time period it will take from the point in time a customer pays their bill to when the funds are deposited into JEA's bank account.

In terms of the communicative exchange between the Company's point of sale personnel and the JEA customer, the expectation will be that the Company's personnel will explain to the JEA customer how the payment process works and when the JEA customer can expect the payment to be posted to his or her account. All other questions, including setting expectations for the JEA customer regarding connection or disconnection of services, should be referred to JEA customer service.

MERCHANT AGREEMENTS, LOCATIONS AND PAYMENT CHANNELS

- List the number of merchant locations currently located in the service territory (Jacksonville, Northwest St. John's County, Ponte Vedra, Atlantic Beach, Nassau County, Baker County) where JEA's payments would be accepted. For each location indicate:
 - Location name
 - Location type (e.g. convenience store, check cashing store)
 - Address
 - Current hours of operation for accepting payments
 - Types of payments accepted
 - Security features present (if any)
 - Any cleanliness/appearance standards required
 - Date when location began accepting payments
- Provide a map showing each location listed.
- Describe the contractual relationship between Bidder and merchants accepting payments. Address at a minimum the following:
 - Term of agreements
 - Termination rights
 - Verification of payment made for the customer i.e. receipt provided for every payment
 - Signage
 - Use of bill acceptance in advertising
 - Terminal equipment supply and maintenance
 - Terminal equipment breakdown notification and repair/replacement options and timeframes
 - Hours of operation
 - Safety of personnel
 - Security of payments
 - Treatment of payer information

SYSTEMS/PROCESS

• POINT OF PAYMENT TECHNOLOGY

Describe your point of payment technology. Describe the functionality available at the point of payment including ability to take payments from JEA customers without a payment stub

or account number, and the ability to flag customers from whom JEA will not accept checks. If you have a kiosk solution, please describe the functionality and capability of the kiosk payment process. Functionality would refer to payment types supported by the kiosk, and the ability to make change if the transaction is one of cash.

- **RECOVERY AND BACK-UP**

1. Describe your data backup procedures
2. Describe your disaster recovery procedures including:
 - The time it would take to activate such measures
 - The last time they were tested or used and the results of such tests and use
 - Arrangements you have in place for additional equipment
 - Real-time data replication or co-production facilities, or other plans to maintain service continuity

- **ARCHIVING**

Describe how you will meet the archiving and reporting requirements stated in the Technical Specifications.

- **REAL-TIME DATA ACCESS**

Describe how you will provide JEA with real-time access to database of payments processed in the same day for payment verification.

- **TECHNICAL REQUIREMENTS FOR TRANSMISSION OF PAYMENT INFORMATION TO JEA**

Describe the technical requirements and process for transferring payment data files to JEA including file format, transmission network capacities and redundancies. Define the hours of daily operation when data will be transferred and the frequency of data transfers to JEA via the PGP upload FTP site.

- **CHANGE CONTROL PROCESS**

Describe the proposed process for managing changes to your service offering including such changes as adding or removing payment locations, changes in point of payment technology, and payment location processes.

- **CREDIT AND DEBIT CARD REMITTANCE PROCESSING (If Applicable)**

1. Describe your offering regarding accepting walk-in credit and debit card payments. Include a process description, cards accepted, flow of funds diagram, reconciliations and reporting description, and technologies used.
2. List the locations that would accept credit and debit card payments.

- **SECURITY PROCESS**

- **CHECK HANDLING, RETURNED CHECKS AND FRAUD PREVENTION**

Describe your check verification process to ensure availability of funds and reduce check fraud. Also, describe any returned check process and reconciliation reporting.

- **PROTECTION OF JEA CUSTOMER INFORMATION**

Describe the steps taken to ensure JEA customer information is protected.

- **IMPLEMENTATION PLAN & SCHEDULE**

1. Please provide a detailed sample implementation schedule indicating how you will meet the implementation dates set forth in the Technical Specifications.

2. Please describe in detail the technical work and specifications that must be completed on JEA's side including any necessary installation or testing of equipment, software or procedures, training or technical assistance.

- **CUSTOMER SERVICE TO JEA**

Detail the nature of the customer service you plan to provide to JEA (including hours of availability, inquiry procedures, turn-around times for inquiries requiring research and adjustment). Include the support you will provide for any hosted solutions including the hours and days that such support is accessible to JEA representatives. Also indicate how any problems will be handled including an escalation process.

BID WORKBOOK DEFINITIONS

1. Cost per transaction (Payment processed) - Fee charged to JEA for processing each customer payment transaction.
2. Commission fees per transaction (Payment processed) - Fee charged by Retailer to Payment Processor (Paid by JEA as a pass-through).
3. Fees and charges to JEA for returned checks.
4. Other Recurring fees - Identify any reporting or other fees. If there are no other fees then enter (\$0.00) If there are additional recurring services, associated with meeting the scope of work as solicited, identify them in this line.
5. One-Time (Set up charges) – Charges associated with the initial launch and implementation of the wak in payment program, inclusive off all design, software, hardware, travel, consultancy needed to implement the work.

APPENDIX B – FORMS

004-18 WALK-IN PAYMENTS FOR JEA

MINIMUM QUALIFICATION INFORMATION

The minimum qualifications shall be submitted in the format attached. The report shall be presented in the order described below. In order to be considered a qualified supplier by JEA you must meet all the criteria listed and be able to provide all the services listed in this specification.

The supplier must complete **one (1) original and three (3) duplicate (copy) and one (1) CD or Thumb Drive** of the following information and any other information or attachments.

RESPONDENT INFORMATION

COMPANY NAME: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

1. The Respondent shall have performed two (2) similar contracts within the past two (2) years, date ending the Response Due Date.
 - A similar contract is defined as walk in payment services including seventy-five (75) or more merchant locations currently accepting cash, checks and money orders within Duval, Nassau, Clay and St. Johns counties.
 - At least forty (40) of the seventy-five (75) locations shall currently be located in Duval County, or have contractual relationships established with a merchants, or merchants, having at least forty (40) locations currently operating in Duval County. (The Respondent shall acknowledge meeting this requirements by acknowledging yes on the Minimum Qualification Form).

*NOTE: A contract currently being performed may be used as a similar project.

**004-18 APPENDIX B RESPONSE FORM
WALK-IN PAYMENTS FOR JEA**

COMPANY INFORMATION:

COMPANY NAME: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: _____

FAX: _____

EMAIL OF CONTACT: _____

☐ **I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public “as-is”.**

Total form Bid Workbook	\$
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Company's Certification

By submitting this Response, the Respondent certifies that it has read and reviewed all of the documents pertaining to this RFP and agrees to abide by the terms and conditions set forth therein, that the person signing below is an authorized representative of the company, that the company is legally authorized to do business in the State of Florida, and that the company maintains in active status an appropriate license for the work. The company certifies that its recent, current, and projected workload will not interfere with the company's ability to Work in a professional, diligent and timely manner.

The Respondent certifies, under penalty of perjury, that it holds all licenses, permits, certifications, insurances, bonds, and other credentials required by law, contract or practice to perform the Work. The Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Company shall immediately notify JEA of status change.

We have received addenda _____ through _____

Signature of Authorize Officer of Company or Agent

Date

Printed Name & Title

Phone Number