

**Solicitation
For Participation in
Construction Management at Risk (CMAR) Services for the
Bartram/US 1 and Cecil Field Water Main Project**

for



Jacksonville, FL

Solicitation Number 053-19

Mandatory Pre-Bid Meeting In Person or Teleconference

March 14, 2019, at 11:00 AM

JEA Customer Center, 1st Floor, Room 002

21 W. Church Street, Jacksonville, FL

Dial In: 1-888-714-6484

Passcode: 817050

Proposals are due on April 09, 2019 by 12:00 PM EST

Direct delivery or mail to JEA Bid Office, Customer Center 1st Floor, Room 002

21 W. Church Street, Jacksonville, FL 32202

**JEA will publicly open all proposals received from qualified Proposers on April 09, 2019, at 2:00 PM
in the JEA Bid Office, Customer Center 1st Floor, Room 002, 21 W. Church Street, Jacksonville, FL**

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Solicitation

1. REQUEST FOR PROPOSALS

1.1. INVITATION

1.1.1. SCOPE OF WORK

JEA requests Proposals from interested and qualified Proposers to provide Construction Manager at Risk (CMAR) services during design and construction of two substantially similar projects: the Bartram/US1 and Cecil Field Water Main projects (collectively, the "Project" or the "Work"). The Work generally includes installation of water main in these two different service areas within JEA. Further information can be found in Appendix A - Scope of Services.

1.1.2. INVITATION - REQUEST FOR PROPOSAL

Interested and qualified firms are invited to submit a Proposal in response to the Request for Proposals noted below:

Request for Proposals (RFP) Title: Construction Management at Risk (CMAR) Services for the Bartram/US1 and Cecil Field Water Main Projects.

JEA RFP Number: 053-19

To obtain more information about this RFP:

Download a copy of the Solicitation, PDF quality drawings (if applicable), and any required forms at jea.com.

Proposal Due Date: April 09, 2019

Proposal Due Time: 12:00 PM

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

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

The entity submitting a Proposal in response to this RFP ("Proposer") shall be solely responsible for delivery of its Proposal to 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 Proposal delivery if mailed through the USPS.**

Therefore, JEA recommends direct delivery to JEA Bid Office. Reliance upon the USPS, the courier service employed by JEA to make pick-ups from the local USPS, or public carriers is at the Proposer's risk.

Proposals are due by the time and on the date listed above.

1.1.3. OPENING OF PROPOSALS

All Proposals received shall be publicly announced and recorded at 2:00 PM on April 09, 2019, in the JEA Bid Office, 21 W. Church Street, Customer Center 1st Floor, Room 002, Jacksonville, FL 32202. At the opening of Proposals, a JEA representative will publicly open each Proposal that was received prior to the due date and time, except for those Proposals that have been properly withdrawn. JEA has the right to waive any irregularities or informalities in the Proposals.

1.1.4. QUESTIONS

Proposers may submit questions regarding this solicitation, provided that all questions must be submitted in writing to 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 Related Questions:

Buyer: Dan Kruck

E-mail: krucdr@jea.com

For Technical Questions:

Contact: Arthur Bides

E-mail: bidear@jea.com

1.1.5. MANDATORY PRE-PROPOSAL MEETING IN PERSON OR TELECONFERENCE

There will be a Mandatory Pre-Proposal meeting associated with this Solicitation. All interested Companies must attend the Pre-Proposal meeting. Each Proposer will be required to sign in at the beginning of the meeting. A Proposer shall only sign in representing one company, unless otherwise specified by JEA. Companies not attending the Pre-Proposal meeting shall have their Proposals rejected.

Those planning to attend by teleconference should email their name and contact information to: krucdr@jea.com, at least 24 hours prior to the Pre-Proposal meeting to facilitate roll call.

Proposers must be on time to the meeting and must be present at the starting time of the meeting. Proposers not arriving on time for the meeting may have their Proposals rejected.

PLEASE BE AWARE DUE TO JEA SECURITY AND/OR SIGN IN 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 MEETING ON TIME.

Meeting Date: March 14, 2019

Meeting Time: 11:00 AM

Meeting Location: JEA Customer Center, 1st Floor, Room 002; 21 W. Church Street, Jacksonville, FL 32202

Telecon Dial in: 1-888-714-6484

Participation Code: 817050

1.2. TYPE OF CONTRACT/AGREEMENT

The services for this Project will be contracted under a single entity known as a Construction Manager at Risk (CMAR). The CMAR Agreement ("Agreement") is attached as Appendix C - Sample Contract and Appendix C - Sample General Terms and Conditions and will be finalized through negotiations as set forth herein. The initial scope of work for each project under the Agreement shall consist of providing the specified pre-construction phase services on a fixed-price lump sum basis. The Agreement shall be amended to include construction phase services generally requiring the CMAR to deliver the completed project following negotiation of a mutually acceptable GMP and completion deadlines for the construction phase work.

The GMP will be negotiated between the parties at a later date. The CMAR's Fee shall be a percentage of the cost of the Work. The Fee will include the profit, overhead and expenses as described in the CMAR Agreement. The CMAR main office personnel and expenses shall be included in the fee. The percentage of the CMAR fees may be capped by JEA.

The CMAR shall comply with the Jacksonville Small and Emerging Business (JSEB) subcontractor participation goals, as applicable. Subcontractor and vendor bid packages shall be designed to maximize project work opportunities for qualified JSEBs, if applicable. The contract for construction management services shall consist of two phases. The first phase of the contract will be the Design/Pre-Construction Services, wherein the CMAR shall be paid a fee as an integral part of the project team. Design/Pre-Construction Services expected from the CMAR are described in the Agreement.

As construction drawings progress and the Design/Pre-Construction Services near completion, the CMAR will be expected to provide a guaranteed maximum price (GMP) and Performance and Payment Bonds in the amount for the construction phase(s), as described herein. If the GMP is accepted by JEA, the CMAR shall become the single point of responsibility for the performance of construction of the Work.

If JEA and the CMAR are unable to negotiate a mutually acceptable GMP in good faith on either project, JEA shall not be obligated to amend the Agreement to include construction phase services for that project and may

elect to complete the design and advertise the project for competitive bids.

1.3. PROPOSAL SCHEDULE

The following is the anticipated scheduled calendar of events with important dates and times. Dates are subject to change by the Chief Procurement Officer (“CPO”) or designee, at their sole discretion. If the CPO determines that it is necessary to change these dates/times prior to the Proposal due date, the change will be announced via an addendum.

Action:	Date:
RFP Released	03/08/2019
Mandatory Pre-Proposal Conference	03/14/2019
Cut-off date for Questions by Proposers	04/02/2019
Proposal Due Date and Time	04/09/2019
Public Evaluation Meeting	04/26/2019
Initial Negotiation Meeting (Draft Scope due)	05/09/2019
Final Scope and Fee Agreement	06/13/2019
Approval by the JEA Awards Committee	06/27/2019
Contract Executed	07/11/2019

1.4. MANDATORY MINIMUM QUALIFICATIONS

The Proposer shall have the following Minimum Qualifications to be considered eligible to submit a Proposal in response to this Solicitation. A Minimum Qualification Form which is required to be submitted with the Proposal is provided in Appendix B of this Solicitation.

It is the responsibility of the Proposer to ensure and certify that it meets the Minimum Qualifications stated below. JEA reserves the right to request back up documentation to confirm the Proposer meets the requirements stated herein. A Proposer not meeting all of the following criteria will have their Proposal rejected:

- Must be certified or registered under Florida Statutes Chapter 489 as a general contractor or underground contractor
- Adequate and available resources (including bonding capacity) to enter into a CMAR contract with a GMP of \$12,000,000 as evidenced by a letter from surety
- Must have already provided and successfully completed two (2) collaborative delivery (design build, CMAR, progressive design build) projects of similar size, use and complexity within the past ten (10) years as of the Proposal due date
 - A similar sized project is defined as a pipeline project with a pipeline size of at least 16” pipe, and a total pipeline length of at least 10,000 feet
- Proposer or team member must have successfully completed one (1) Horizontal Directional Drilling(HDD)/Trenchless construction project of a similar sized project within the last ten (10) years as of the Proposal due date
 - A similar sized project is defined as an HDD/Trenchless project with a minimum pipeline diameter size of 24”, within a FDOT right-of-way, with a total pipeline length of at least 2,000 feet in a single pull

The Proposer may use the Minimum Qualifications in this section to meet the required Company Experience projects identified section 1.7.3.3.

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

1.5. SAFETY QUALIFICATION REQUIREMENT

Proposer shall be approved as JEA Safety Qualified within ten (10) business days of receiving written notice from the JEA Bid Office that it is the highest ranked Proposer. If the Proposer fails to obtain JEA approval as a JEA Safety Qualified company by 4:00 PM Eastern Time on the 10th business day, JEA will reject the company's Proposal, and proceed to negotiate with the next highest ranked Proposer.

JEA Safety Qualification information is available online at jea.com. Please note that it may take up to five (5) business days for a company to be approved as JEA Safety Qualified. It is the Proposer's responsibility to ensure it is JEA Safety Qualified. A list of JEA Safety Qualified vendors can be found on jea.com. For additional information, contact Jerry Fulop, JEA Safety & Health Specialist, at (904) 665-5810.

1.6. EVALUATION METHODOLOGY

1.6.1. COMPETITIVE SEALED PROPOSALS - CONSULTANTS' COMPETITIVE NEGOTIATION ACT (CCNA)

JEA shall evaluate the Proposer's qualifications and score/rank the qualifications from all Proposers. JEA shall then conduct discussions with (and may require public presentations by) no fewer than the three highest ranked firms regarding their qualifications, approach to the project, and ability to furnish the required services. Up to twenty-five (25) points will be added to the Proposers written Proposal evaluation score based on discussions and presentations (if any). JEA will then conduct sequential negotiations, starting with the highest ranked Proposer, in accordance with Section 287.055, Florida Statutes, known as the Consultants' Competitive Negotiation Act ("CCNA").

In evaluating the qualifications, JEA will not consider price, but may consider factors including, but not limited to, the Proposer's professional personnel, past performance, whether the Proposer is a Jacksonville Small and Emerging Business (JSEB); recent, current and projected workloads of the Proposer, and volume of work previously awarded to each Proposer by JEA.

If JEA and the highest ranked proposer are unable to negotiate a satisfactory Contract, JEA will formally terminate the negotiations with the Proposer and undertake negotiations with the next ranked Proposer. JEA will Award the Contract to the highest-ranking qualified Proposer that successfully completes Contract negotiations with JEA.

Any contrary indications notwithstanding, JEA reserves the right to reject all bids where doing so is in the best interest of JEA.

1.7. BASIS OF AWARD

1.7.1. EVALUATED PROPOSAL

JEA will use the "Selection Criteria" listed below to evaluate the Proposals. It is always in the best interest of the Proposer to provide informative, concise, well-organized technical and business information relative to the Work, in both the initial submittal of its Proposal and in any subsequent submittals. **Please note, JEA may reject Proposals that request material changes or take exceptions to contractual terms and conditions specified herein.** Material changes to such contractual terms and conditions can only be made by JEA prior to public opening of the Proposals.

Proposals from qualified firms will be scored and ranked by a committee of 3 to 5 evaluators consisting of JEA's staff. Each evaluator will individually score the Proposals using the evaluation matrix attached to this Solicitation. Using these scores, each evaluator will rank the Proposals using "1" for the Proposal receiving the highest number of points from the matrix. Proposals with an equal number of points will receive the same numerical ranking. JEA will

total the numerical rankings for each Proposal and consider the Proposal with the lowest total to be the most highly qualified Proposal. Any tie will be broken using the total of the matrix scores of all evaluators.

1.7.2. SUBMISSION FORMAT

A Proposal must not exceed twenty (20) total pages (most or all 8.5" x 11" pages), excluding JEA supplied forms and resumes. A maximum of two (2) of the total pages may be 11" x 17" paper. Each side of a page having content will be counted toward the maximum page limit. Font size must be ten (10) point or greater throughout the Proposal.

1.7.3. OVERVIEW OF SCORING FOR THE SELECTION CRITERIA

SELECTION CRITERIA	
CATEGORY	POINTS
1. General Information	5
2. Key Staff Experience	30
3. Company Experience	25
4. Understanding of Scope Of Work and Approach to Performing Required Services	40
TOTAL:	100

1.7.3.1. GENERAL INFORMATION

Maximum score for this criterion is: 5 points

1. Provide a general description of the firm that is proposing to provide construction management services and general construction services. Explain the legal organization of the proposed firm or team.
2. 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).
3. List the Florida contractor licenses held by the Company and the key personnel who will be assigned to the Work.
4. Identify the location of the firm's principal office and the home office location of the key staff on this project.
5. Identify any contract or subcontract held by the Company, or officers of the Company, which has been terminated within the last five years. Identify any claims arising from a contract which resulted in litigation or arbitration within the last three years. Briefly describe the circumstances and the outcomes.
6. List Company's experience modification rating (EMR) for the last three (3) years as of the Proposal due date.

1.7.3.2. KEY STAFF EXPERIENCE

Maximum score for this criterion is: 30 points

1. Team Members
The Proposer shall provide a maximum of ten (10) resumes of the key staff to be assigned to perform the Work. The resumes provided shall identify the CMAR Project Manager, Trenchless Technology Team Member, Construction Superintendent, Scheduler, Cost Control Specialist and the backups for each (collectively, the "Team Members"). Primary positions (as shown in the attached Evaluation Matrix) shall only serve in one (1) role.

Note, the CMAR Project Manager must be from the company submitting the Proposal and not a Subcontractor. Persons whose resumes are submitted as a Team Member must actually perform the Work unless Proposer receives prior approval by JEA Project Manager to use a backup Team Member. Finally, if

Proposer submits a resume of a Subcontractor that is employed by a JSEB firm, please note this on the resume.

At a minimum, each resume shall present the Team Member's name, title, years of service with company, applicable professional registrations, education, and work experience as related to this project. Resumes shall also identify any specialty or technical process expertise. **Resumes shall not be more than two (2) pages each on 8.5" x 11" sized paper. No more than ten (10) resumes will be evaluated.**

2. List any proposed consultants, including key staff names and the experience and qualifications of these individuals.

Points will be awarded as described on the Evaluation Matrix attached to this RFP.

1.7.3.3. COMPANY EXPERIENCE

Maximum score for this criterion is: 25 points

Proposer's record of successful performance accomplishing similar services on past projects.

Identify three (3) comparable projects in which the firm delivered through a collaborative/alternative delivery method. Proposer may use the same projects as used for meeting the minimum qualifications. For each project listed, include the following:

- a. Description of the project
- b. The type and percent of work self-performed
- c. Examples of specific services provided during the pre-construction phase, e.g., cost estimating, scheduling, value engineering, etc.
- d. Project's pre-construction cost
- e. Project's original contracted construction cost and final construction cost
- f. Original construction dates and actual construction dates
- g. Project owner
- h. Reference information (two or more current names with telephone numbers and emails per project)
 - a) The JEA project manager will call each reference and score according to the evaluation matrix. This score will be used on all evaluations.

1.7.3.4. UNDERSTANDING OF SCOPE OF WORK AND APPROACH TO PERFORMING REQUIRED SERVICES

Maximum score for this criterion is: 40 points.

Proposer's understanding of the scope of work requested for the project and its approach to successful completion.

1. Discuss the major challenges your Company has identified on this project, and how you intend to address those challenges.
2. Describe your Company's approach to selecting Subcontractors.
3. Describe your Company's management approach and team organization during Pre-Construction/Construction phase services. Describe systems used for:
 - a. Planning
 - b. Scheduling
 - c. Estimating
 - d. Cost Controls
 - e. Managing construction
4. Briefly describe your Company's experience on risk management, quality control, dispute resolution, and safety management.

5. Provide specific features/examples where a collaborative approach would be beneficial to this project.

1.12. NUMBER OF CONTRACTS TO BE AWARDED

JEA intends to Award one (1) Contract for the Project. 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.

1.7.4. LIQUIDATED DAMAGES IN CONTRACT

The Contract issued pursuant to this Solicitation contains liquidated damages tied to project completion deadlines. The Proposer should review the specific time frames and liquidated damage amounts prior to submitting its Proposal.

1.7.5. INSURANCE REQUIREMENTS

Prior to the successful Proposer ("CM" or "Company") beginning the Work or Services contemplated herein, the CM will be required to 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. 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.

1.7.6. PAYMENT & PERFORMANCE BONDS

Prior to commencing any construction phase work, the CM will be required to provide Payment & Performance Bonds in accordance with Section 255.05, Florida Statutes and the applicable Contract requirements.

1.7.7. REQUIRED FORMS TO SUBMIT WITH PROPOSAL

To submit a Proposal in response to this RFP, all of the following forms must be completed and submitted as part of the Proposal. The Proposer must obtain the required forms, other than the Minimum Qualification Form, by downloading them from JEA.com. If the Proposer fails to complete or fails to submit one or more of the following forms, the Proposal shall be rejected.

The following forms are required to be submitted:

- Company's Proposal
- Minimum Qualifications Form - This form can be found in Appendix B of this Solicitation
- Financial stability letter from surety company
- Proposal Form - This form can be found in Appendix B of this Solicitation
- List of JSEB Certified Firms (if applicable)

If the above listed information is not submitted with the Proposal by the Proposal Due Time and Date, JEA shall reject the Proposal.

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

- Conflict of Interest Certificate Form - This form can be found on JEA.com
- Insurance Certificate
- W-9
- Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)
- Any technical submittals as required by the Technical Specifications/Scope of Services

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

1.7.8.1. JACKSONVILLE SMALL AND EMERGING BUSINESS PROGRAM

The JSEB Goal for the overall project is ten percent (10%).

It is at the Company's option as to whether it chooses to subcontract to a JSEB firm during the Pre-Construction Phase of this project. JEA encourages the use of JSEB qualified firms; however, the Company is not required to utilize JSEB firms to be awarded this Contract.

During the development of GMP Company will meet with and provide project documentation to the JSEB Manager to facilitate meeting the JSEB goal for this project. Once the JSEB firms selected for Construction Services have been chosen, the Company will submit documentation to demonstrate compliance to the JSEB Manager.

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 Company make changes to the JSEB firms listed in its GMP, revise the JSEB Scope of Work or amount of Work as stated in its GMP without prior written notice to the JEA Contract Administrator, and without subsequent receipt of written approval for the JEA Contract Administrator.

Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may either be by separate coverage or by endorsement under insurance provided by Company. Note: Any JSEB firms identified by Company for this Solicitation are considered "Subcontractors" under the direct supervision of the Prime or General Contractor (herein referred to as Company in this Solicitation). Company should show good faith efforts in providing assistance to JSEB firms in the securing of Subcontractors' insurance requirements stated in this section. Company 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:
Rita Scott
JSEB Manager
scotrl@jea.com

2. GENERAL INSTRUCTIONS

2.1. ADDENDA

JEA may issue Addenda prior to the Proposal opening date to revise, in whole or in part, or clarify the intent or requirements of the Solicitation. The Proposer shall be responsible for ensuring it has received all Addenda prior to submitting its Proposal and shall acknowledge receipt of all Addenda by indicating where requested on the Proposal Form. JEA will post all Addenda when issued online at jea.com. The Proposer must obtain Addenda from JEA website. All Addenda will become part of the Solicitation and any resulting Contract Documents. It is the responsibility of each Proposer to ensure it has received and incorporated all Addenda into its Proposal. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Proposal.

2.2. CONFLICT OF INTEREST

A person or company who receives a Contract which was not procured pursuant to public bidding procedures to perform a feasibility study, or who participated in the drafting of an invitation to bid or request for proposals, or who developed a program for future implementation shall not be eligible to contract with JEA for any other contracts dealing with that specific subject matter.

Should JEA erroneously Award a Contract in violation of this policy, JEA may terminate the Contract at any time with no liability to Proposer, and Proposer shall be liable to JEA for all damages, including but not limited to the costs to rebid the Work. The purpose of this policy is to encourage bidding and eliminate any actual or perceived advantage that one Proposer may have over another.

2.3. CONTRACT EXECUTION AND START OF WORK

Within thirty (30) days from the date of Award, JEA will present the successful Proposer with the Contract Documents. Unless expressly waived by JEA, the successful Proposer shall execute a Contract for the Work or Services within ten (10) days after receiving the Contract from JEA. If the Proposer 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 Proposer, retain the bid security or bond (if applicable), and proceed towards Award to the next-ranked company.

Upon JEA's receipt of the executed Contract, certificate of insurance, and recorded Payment and Performance bonds (if applicable), 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.

For Construction Services: In the event that JEA intends to authorize the successful Proposer to proceed with administrative work only, or with only a portion of the Work, then the PO shall state the specific limitations of such authorization and JEA will issue a separate written Notice to Proceed to authorize the Proposer to begin Field Work, when applicable, or to perform the remainder of the Work, or any portion thereof. The Proposer shall ensure that it is prepared to begin Field Work upon receipt of Notice to Proceed. Any Work performed outside of this partial authorization shall be at the Proposer's risk and JEA shall have no obligation to pay for such Work.

2.4. EX PARTE COMMUNICATION

Ex Parte Communication is strictly prohibited. Ex Parte Communication is defined as any inappropriate communication concerning a Solicitation between a firm submitting a Proposal and a JEA representative during the time in which the Solicitation is being advertised through the time of Award. Examples of inappropriate communications include: private communications concerning the details of Solicitation in which a Proposer becomes privy to information not available to the other Proposers. Social contact between Proposers and JEA representatives should be kept to an absolute minimum during the solicitation process.

Failure to adhere to this policy will disqualify the noncompliant Company's Proposal. Any questions or clarifications concerning a Solicitation must be sent in writing via email to 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 Proposer.

For more information on Ex Parte communications, see JEA Procurement Code, Article 1-110, which is available at www.jea.com.

2.5. JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

2.6. SUNSHINE LAW

General

Article I, Section 24, Florida Constitution, guarantees every person access to all public records and Chapter 119, Florida Statutes, provide 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 and documents associate with the Work are public records and available for public inspection unless specifically exempt by law.

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

JEA
Attn: Public Records
21 West Church Street
Jacksonville, Florida 32202
Ph: 904-665-8606
publicrecords@jea.com

Redacted Submissions

If a Bidder/Proposer believes that any portion of the documents, data or records submitted in response to this Solicitation are exempt from Florida's Public Records Law, Bidder/Proposer 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 Solicitation and Bidder's name, and shall be clearly titled "Redacted Copy." Bidder/Proposer should only redact those portions of records that Bidder/Proposer claims are specifically exempt from disclosure under Florida's Public Records Laws. If Bidder/Proposer 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 Bidder/Proposer that such an assertion has been made. It is Bidder's/Proposer'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 Bidder's/Proposer's redacted information under legal process, JEA shall give Bidder/Proposer prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law.) Bidder/Proposer 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 Solicitation, Bidder/Proposer agrees to protect, defend and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, costs and expenses (including but not limited to reasonable attorney fees and costs) arising from or relating to Bidder's/Proposer's determination that the redacted portions of its response to this Solicitation are not subject to disclosure.

2.7. THIRD PARTY AGREEMENT REQUESTS

In the event Proposer will or may request JEA execute a third party agreement (including but not limited to: a joint check agreement, or revocable or irrevocable letter of direction with surety), then Company will disclose this fact in writing in its Proposal. This information will be taken into consideration by JEA in evaluating each Proposal. In the event Company is awarded this Work, then JEA will execute such documents, provided however, the same incorporates any additional language required by JEA's Chief Purchasing Officer.

2.8. ETHICS

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

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

The Company shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, with this Proposal by completing and submitting the Conflict of Interest Certificate Form found at jea.com. Failure to fully complete and submit the Conflict of Interest Certificate will disqualify the Proposal. If JEA has reason to believe that collusion exists among the Companies, JEA will reject any and all Proposals from the suspected Company and will proceed to debar Company from future JEA Awards in accordance with the JEA Purchasing Code.

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

In accordance with Florida Statutes Sec. 287.133, JEA will reject Proposals 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 Company 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 Company violates any requirement of this clause, the Proposal may be rejected and JEA may debar offending companies and persons.

2.9. PROHIBITION AGAINST CONTINGENT FEES

The Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working for the company, or an independent sales representative under contract to the company, to solicit or secure a contract with JEA, and that it has not paid or agreed to pay any person, company, corporation, individual or company, other than a bona fide employee working solely for the Company, or an independent sale representative under contract to the company, 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.

2.10. RESERVATIONS OF RIGHTS TO JEA

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

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

JEA reserves the right to reject any or all Proposals, or any part thereof, and/or to waive informalities if such action is in its best interest. JEA may reject any Proposals that it deems incomplete, obscure or irregular including, but not limited to, Proposals that omit a price on any one or more items for which prices are required, Proposals that omit Unit Prices if Unit Prices are required, Proposals for which JEA determines that the Proposal is unbalanced, Proposals that offer equal items when the option to do so has not been stated, Proposals that fail to include a Bid Bond, where one is required, and Proposals 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 Solicitation at its discretion.

JEA reserves the right to cancel or change the date and time announced for opening of Proposals at any time prior to the time announced for the opening of Proposals. 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 Solicitations were issued. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

2.11. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY

By signing and submitting a proposal, the Proposer certifies and represents as follows:

- a. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of Solicitation prior to submitting its Proposal. Where the Proposer visits sites, no Work or other disturbance is to be performed while at the site without written permission by JEA in advance of the site visit. The Proposer shall comply with all safety requirements described in the Proposal and shall be prepared to show proof of a minimum of \$1 million of general liability insurance or the amount specified in this Solicitation (whichever is greater).
- b. That every aspect of the Proposal 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. That the individual signing the Proposal is a duly authorized agent or officer of the firm. Proposals 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 Proposal, satisfactory evidence of authority to sign must be submitted upon request by JEA. If the Proposal is submitted by a partnership, the Proposal must be signed by a partner whose title must under the signature. If an individual other than a partner signs the Proposal, satisfactory evidence of authority to sign must be submitted upon request by JEA.
- d. The corporation or partnership must be in active status at the Florida Division of Corporations (www.sunbiz.org) prior to Award.
- e. That the firm 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 Proposer also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Proposer shall immediately notify JEA of status change.
- f. That it has read, understands and will comply with these instructions and the Section titled Ethics.

2.12. PROTEST OF RFP AND AWARD PROCESS

Companies shall file any protests regarding this RFP in writing and in accordance with the JEA Procurement Code, as amended from time to time. The JEA Procurement Code is available online at jea.com.

3. SCOPE OF SERVICES

3.1. SCOPE OF SERVICES (APPENDIX A)

4. FORMS

4.1. FORMS (APPENDIX B)

Forms required to be submitted with this solicitation are provided in Appendix B or can be obtained on JEA website at www.jea.com. The forms are as follows:

- 053-19 Appendix B - Forms

5. SAMPLE CONTRACT

5.1. SAMPLE CONTRACT (APPENDIX C)

A sample contract can be found in Appendix C.