

**SOLICITATION  
FOR PARTICIPATION IN  
PROGRESSIVE DESIGN-BUILD SERVICES FOR THE SOUTHSIDE SERVICE CENTER (SSSC)  
RENOVATION PROJECT  
FOR**



**JACKSONVILLE, FL  
SOLICITATION NUMBER 061-20**

**MANDATORY PRE-RESPONSE MEETING VIA WEBEX OR TELECONFERENCE NOVEMBER 17,  
2020, AT 2:00 PM**

**THERE WILL BE AN OPTIONAL SITE WALK THROUGH TO BE SCHEDULED FOLLOWING THE  
PRE-RESPONSE MEETING**

**RESPONSES ARE DUE ON DECEMBER 8, 2020 BY 12:00 PM EST**

**RESPONSES SHALL BE ELECTRONICALLY SUBMITTED PER INSTRUCTIONS IN THIS  
SOLICITATION**

**JEA WILL PUBLICLY OPEN ALL RESPONSES RECEIVED FROM RESPONDENTS ON DECEMBER  
8, 2020, VIA WEBEX. A MEETING LINK WILL BE PROVIDED WITHIN 48 HOURS OF RESPONSE  
OPENING ON JEA.COM**

## TABLE OF CONTENTS

1. REQUEST FOR RESPONSES .....	4
1.1. INVITATION .....	4
1.1.1. SCOPE OF WORK.....	4
1.1.2. BACKGROUND .....	4
1.1.3. INVITATION - SOLICITATION .....	4
1.1.4. OPENING OF RESPONSES.....	5
1.1.5. MANDATORY PRE-RESPONSE MEETING.....	5
1.1.6. SUNSHINE LAW .....	5
1.1.7. QUESTIONS .....	6
1.2. SPECIAL INSTRUCTIONS.....	6
1.2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION .....	6
1.2.2. SAFETY QUALIFICATION REQUIREMENT (SOLICITATION).....	6
1.2.3. EVALUATION METHODOLOGY.....	7
1.2.4. BASIS OF AWARD .....	8
1.2.5. SUBMISSION FORMAT.....	8
1.2.6. SELECTION CRITERIA FOR FIRST PHASE OF EVALUATION .....	8
1.2.7. REQUIRED FORMS TO SUBMIT WITH RESPONSE .....	11
1.2.8. NUMBER OF CONTRACTS TO BE AWARDED .....	12
1.2.9. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM REQUIREMENTS	12
1.3. COMPLETING THE SUBMITTAL DOCUMENTS.....	12
1.3.1. SUBMITTING THE RESPONSE .....	12
1.3.2. COMPLETING THE RESPONSE .....	12
1.3.3. OBTAINING OFFICIAL SPECIFICATION DRAWINGS FOR THIS SOLICITATION.....	13
1.3.4. ADDENDA.....	13
1.3.5. MODIFICATION OR WITHDRAWAL OF RESPONSES.....	13
1.4. GENERAL INSTRUCTIONS .....	13
1.4.1. CONTRACT EXECUTION AND START OF WORK.....	13
1.4.2. AVAILABILITY OF RESPONSES AFTER OPENING.....	13
1.4.3. THIRD PARTY AGREEMENT REQUESTS.....	14
1.4.4. JEA PUBLICATIONS.....	14
1.4.5. CONFLICT OF INTEREST .....	14
1.4.6. ETHICS (SOLICITATION) .....	14
1.4.7. EX PARTE COMMUNICATION.....	15
1.4.8. RESERVATIONS OF RIGHTS TO JEA.....	15
1.4.9. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY .....	15
1.4.10. PROHIBITION AGAINST CONTINGENT FEES.....	16
1.4.11. PROTEST OF SOLICITATION AND AWARD PROCESS.....	16
1.4.12. JEA CRITICAL INFRASTRUCTURE PROTECTION (CIP) .....	16

1.4.13. JEA ACCESS BADGES .....	17
1.4.14. PUBLIC RECORDS LAWS .....	17
1.4.15. SCRUTINIZED COMPANIES .....	19
1.4.16. COVID 19.....	19
2. CONTRACTUAL COMMERICAL TERMS .....	19
3. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK (APPENDIX A).....	19
4. FORMS.....	20
a. FORMS (APPENDIX B).....	20
5. EVALUATION MATRIX.....	20
a. EVALUATION MATRIX .....	20
6. SUPPLEMENTAL DOCUMENTS .....	20
a. SUPPLEMENTAL DOCUMENTS (APPENDIX C) .....	20

## SOLICITATION

### 1. REQUEST FOR RESPONSES

#### 1.1. INVITATION

##### 1.1.1. SCOPE OF WORK

The scope of work for this project includes reformatting and upgrading of all occupied spaces in the warehouse building, including offices, conference rooms, auditorium, break rooms and restrooms; includes finishes, furniture and fixtures. The scope of services includes, but is not necessarily limited to, those listed below. The following items are considered basic to the RFP response:

- Replace Chiller #1; reconfigure existing FTUs and add new where needed; install new ductwork
- Upgrade lighting
- Upgrade finishes including ceiling grid and tile, floor coverings, wall finishes
- Install new potable water line from right of way to the building
- Expand men's restroom
- Build new breakroom; relocate kitchen out of auditorium
- Reconfigure space to safely accommodate wellness center, auditorium, all work groups, and meeting rooms.
- Upgrade exterior doors to meet current wind-resistance standards and current security requirements.
- In front office, reconfigure break area and restrooms.

Scope also includes upgrade of operating systems: FTUs and related HVAC, plumbing, and electrical; related fixtures (toilets, sinks, light fixtures, etc.). HVAC includes controls; plumbing includes supply and drain/waste/vent lines. A new potable water line is to be installed from the main.

Detailed discussion of the scope of work is presented in 061-20 Appendix A – Scope of Work.

##### 1.1.2. BACKGROUND

JEA owns, operates and manages the electric system established by the City of Jacksonville, Florida in 1895. In June 1997, JEA also assumed operation of the water and sewer system previously managed by the City. JEA is located in Jacksonville, Florida, where we proudly serve an estimated 470,000 electric, 351,000 water and 274,000 sewer customers. JEA is Florida's largest community owned utility and the eighth largest municipal in the United States.

##### 1.1.3. INVITATION - SOLICITATION

You are invited to submit a Response in response to the Solicitation noted below:

**Solicitation:** 061-20

**Title:** Progressive Design-Build Services for the Southside Services Center (SSSC) Renovation Project

To obtain more information about this Solicitation:

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

**Response Due Date:** December 8, 2020

**Response Due Time:** 12:00 PM

All Responses must reference the Solicitation Title and Number noted above. All Responses must be made on the appropriate forms as specified within the Solicitation and uploaded an electronic folder for submission. To submit a Response an interested Company must go to

[https://www.jea.com/About/Procurement/Formal\\_Procurement\\_Opportunities/](https://www.jea.com/About/Procurement/Formal_Procurement_Opportunities/) and click on the “REQUEST A SUBMISSION LINK” for the Solicitation number 061-20.

Responses are to only be delivered electronically via link provided. Please use the REQUEST A SUBMISSION LINK on the Formal Procurement Opportunities page of JEA.com to receive a unique, password-protected link. An automated, detailed auditing system provides sealed bid integrity.

The Respondent shall be solely responsible for delivery of its Response to the electronic folder.

#### **1.1.4. OPENING OF RESPONSES**

All Responses received shall be publicly announced and recorded at 2:00 PM on December 8, 2020, via WebEx.

The details for the WebEx will be on jea.com at the following website:

[https://www.jea.com/Events/Public\\_Meetings/Bid\\_Opening](https://www.jea.com/Events/Public_Meetings/Bid_Opening) no later than 48 hours before the Response opening. At the opening of 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.

#### **1.1.5. MANDATORY PRE-RESPONSE MEETING**

There will be a Mandatory Pre-Response meeting associated with this Solicitation. All interested Companies must attend 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. Companies not attending the Pre-Response meeting may have their Responses rejected and returned unopened.

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

There will be an optional site walk through to be scheduled following the pre-response meeting.

Respondents must be on time to the meeting and must be present at the starting time of the meeting. Respondents not arriving on time for the meeting may have their Responses rejected and returned unopened.

**Meeting Date:** November 17, 2020

**Meeting Time:** 2:00 PM

**Meeting URL:**

<https://jeameeting.webex.com/jeameeting/j.php?MTID=m3aa74fe4b214f33f3742536840b801e7>

**Meeting number (access code):** 172 156 0285

**Meeting password:** 3AcxrWaRG98

**Dial In:** 1-415-655-0001

#### **1.1.6. SUNSHINE LAW**

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 Solicitation are public records and available for public inspection unless specifically exempt by law.

If a Respondent believes that any portion of the documents, data or records submitted in its Response 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 Solicitation and Bidder's name, and shall be clearly titled "Redacted Copy." Respondent should only redact those portions of records that Respondent claims are specifically exempt from disclosure under Florida's 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 Proposal are not subject to disclosure.

By submitting a Response to this Solicitation, Respondent 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 Respondent's determination that the redacted portions of its Response to this Solicitation are not subject to disclosure.

### **1.1.7 QUESTIONS**

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 Related Questions:

Buyer: Elaine Selders

E-mail: seldel@jea.com

## **1.2. SPECIAL INSTRUCTIONS**

### **1.2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION**

Respondent shall have the following Minimum Qualifications to be considered eligible to submit a Response in response to this Solicitation.

It is the responsibility of the Respondent to ensure and certify that it meets the Minimum Qualifications stated below. A Respondent not meeting all of the following criteria will have its Response rejected:

- The Respondent shall have performed the majority of the work and completed at least two (2) similar Design-Build projects.
  - A similar project is defined as the renovation of an office environment of at least 30,000 square feet; incorporating the same elements as the proposed project: construction/relocation of offices, conference rooms, restrooms/locker rooms, class rooms/training spaces, and break rooms; including HVAC, plumbing, and electrical work. Construction value of the similar projects must be \$2 million or more.
  - One (1) of the similar projects shall have been a Design-Build project in the State of Florida.
- The Respondent or partner for the engineering services shall have a State of Florida Certificate of Authorization for Engineering.
- The Respondent or partner for the construction shall have a State of Florida General Contractors License.

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

### **1.2.2. SAFETY QUALIFICATION REQUIREMENT (SOLICITATION)**

Respondent 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 Respondent. If the Respondent fails to obtain JEA approval as a JEA Safety Qualified company by 4:00 PM Eastern Time on the 10<sup>th</sup> business day, JEA will reject the company's Response, and proceed to Award to the next highest ranked Respondent.

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 Respondent'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 at (904) 665-5810.

### **1.2.3. EVALUATION METHODOLOGY**

#### **1.2.3.1. COMPETITIVE SEALED RESPONSES - CONSULTANTS' COMPETITIVE NEGOTIATION ACT (CCNA)**

JEA shall evaluate the Respondent's qualifications, rank the qualifications from all Respondents, and negotiate a Contract for the Work in accordance with Florida Statute, Section 287.055, known as the Consultants' Competitive Negotiation Act ("CCNA").

In evaluating the qualifications, JEA will not consider price, but shall consider factors including, but not limited to, the Respondent's professional personnel, past performance, whether the Respondent is a Jacksonville Small and Emerging Business (JSEB); recent, current and projected workloads of the Respondent, and volume of work previously awarded to each Respondent by JEA. JEA may also request interviews or presentations from the Respondents during its selection. Interviews or presentations, if any, will be evaluated and up to twenty-five (25) points will be added to the Respondents written Response evaluation score.

After approving the rankings of all the Respondents, JEA will enter into negotiations of contractual terms with the best ranked Respondent. During negotiations, JEA will consider detailed information regarding the Contract Price, the Respondent's hourly rates, and scope of the Contract for the various phases of the Design Build project.

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

#### **1.2.3.2 PROGRESSIVE DESIGN-BUILD APPROACH TO DEFINING SCOPE AND FEES.**

For purposes of this Solicitation the Respondent (Design-Build firm) is defined as a contractual entity, properly licensed under the Florida law, comprised of a firm possessing both design and construction resources in-house, or a joint venture between designer and contractor, or a contractor-led team with the designer in a subcontractor role.

**Phase I (up to 60% Design Completion)** Planning - up to 5% and or 10% of the project will consist of engineering evaluation, assessment and concept development as listed below. Note: an Opinion of cost will be provided at each design stage.

If at the completion of 5%, 10% or 30% engineering, JEA is not satisfied with the engineering plans for any of the stations, JEA shall retain ownership of all work, may have the Design-Builder complete 5%, 10% or 30% deliverables, terminate any remaining work in process in phase I of the project and may use the information in re-advertising the project for completion of design, or new Design-Build contract.

60% Detail Design of the project will consist of engineering and may include some construction tasks to determine the Design-Builder's project approach to design and construction, schedule, and Guaranteed Maximum Price (GMP).

Once the Design-Builder has completed Phase I, it will submit its proposal for Phase II to JEA for approval.

**Phase II** (from 60% to 100% to Design Completion through Construction) shall consist of any remaining engineering, equipment purchases, and construction to complete the project per requirements and applicable standards. A Guaranteed Maximum Price ("GMP") and a Guaranteed Completion Date (GCD) to complete Phase II, final design, and construction will be negotiated.

If acceptable, an Award shall be made to allow the Design-Builder to commence Phase II and to complete the project. If the fees or GMP cannot be successfully negotiated, JEA shall retain ownership of all work, have Design-Builder complete Phase II deliverables up to Design Completion, terminate the previous phase of the project and JEA may use the information in re-advertising the project for Construction.

#### 1.2.4. BASIS OF AWARD

##### 1.2.4.1. EVALUATED RESPONSE

JEA will use the "Selection Criteria" listed below to evaluate the Responses. JEA may make its Award decision based solely upon the information submitted in the Responses. JEA may also choose to have one or more Respondent make presentations to representatives of JEA. It is always in the best interest of the Respondent to provide informative, concise, well-organized technical and business information relative to the Work, in both the initial submittal of its Response and in any subsequent submittals. Please note, JEA may reject Responses that request material changes or take exceptions to JEA commercial terms and conditions. Material changes to the commercial terms and conditions can only be made by JEA prior to public opening of the Responses.

Responses will be scored and ranked by a committee of 3 to 5 evaluators consisting of JEA's staff. Each evaluator will individually score the Responses using the evaluation matrix attached to this Solicitation. Using these scores, each evaluator will rank the Responses using "1" for the Response receiving the highest number of points from the matrix. Responses with an equal number of points will receive the same numerical ranking. JEA will total the numerical rankings for each Response and consider the Response with the lowest total to be the most highly qualified Response. Any tie will be broken using the total of the matrix scores of all evaluators.

##### 1.2.5. SUBMISSION FORMAT

A Response must not exceed twenty-five (25) total pages (most or all 8.5" x 11" pages), excluding resumes, JEA supplied forms, published project documents required in section 1.2.6.3 and any information required to meet minimum qualifications. 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 Response. Response must be submitted in a pdf format.

##### 1.2.6. SELECTION CRITERIA FOR FIRST PHASE OF EVALUATION

SELECTION CRITERIA	
Category	Points
1. Professional Staff Experience	25
2. Design and Construction Approach and Workplan	40
3. Company Experience and Performance	30
4. Jacksonville Small and Emerging Business (JSEB)	5
<b>TOTAL:</b>	100

##### 1.2.6.1. PROFESSIONAL STAFF EXPERIENCE

**Maximum score for this criterion is: 25 POINTS**

Points for each subsection will be awarded as described on the Evaluation Matrix attached to this Solicitation.

###### 1. Team Members

The Respondent shall provide a maximum of nine (9) resumes of the professional staff to be assigned to perform the Work. The resumes provided shall identify the Overall Project Manager, Primary Architect, Mechanical Engineer, Electrical Engineer, Structural Engineer, Civil Engineer, Security and Low Voltage Consultant Specialist, Project Manager Construction, and Construction Superintendent (collectively, the "Team Members"). **Primary positions shall only serve in one (1) role.** Note, the Project Manager must be from the company submitting the Response and not a Subcontractor. **All proposed engineering staff shall be registered Professional Engineers in Florida.** Persons whose resumes are submitted as a Team Member must actually perform the Work unless Respondent receives prior approval by the JEA Project Manager to use a backup Team Member. Finally, if Respondent 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, 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, and on 8.5" x 11" sized paper. If more than two (2) pages are submitted, only the information contained on the first two (2) pages will be evaluated by JEA. No more than nine (9) resumes will be evaluated.**

## **2. Team Experience**

Provide a summary of the experience the team being presented has working with one another on similar Construction Management-At-Risk (CMAR) or Progressive Design-Build Delivery projects.

## **3. Organizational Chart**

Finally, Respondent 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).

### **1.2.6.2. DESIGN AND CONSTRUCTION APPROACH AND WORK PLAN**

**Maximum score for this criterion is: 40 POINTS**

Respondent shall provide an explanation of how it typically manages its engagements to realize project budgetary goals, timetables and quality control objectives. Respondent shall explain, for this specific Scope of Work, how it intends to meet the budgetary goals, timetables and quality criteria established herein.

Respondent shall also provide a project schedule indicating: (i) all the activities envisioned to fulfill the requirements of the Work; (ii) the estimated duration for each activity; (iii) the estimated man-hours for each activity; and (iv) the total estimated man-hours each primary Team Member, identified in the Section titled "Professional Staff Experience", will devote to the Work through completion. Additionally, the project schedule must demonstrate the utilization of any Subcontractors.

#### Required Information:

### **1. NARRATIVE OF PROJECT & UNDERSTANDING OF PROJECT ISSUES**

Provide a narrative demonstrating the Company's understanding of the project goals, requirements, objectives, challenges, the project delivery method, and how the Company intends to ensure the scope, budget, and schedule will be met.

Describe the Company's project delivery process for design and for construction.

### **2. DESCRIPTION OF HOW PROJECT WILL BE IMPLEMENTED FROM START TO FINISH**

Discuss how the project will be implemented from start to finish including the performance of the Scope of Work items in Appendix A - Scope of Work.

### **3. AMOUNT OF CONSTRUCTION WORK TO BE PERFORMED BY CONSTRUCTION CONTRACTOR**

Describe how the construction work will be performed, amount of work to be self-performed by construction contractor, amount of work to be performed by subcontractors, proposed subcontractors for performing the work, how those subcontractors will be selected, and whether those subcontractors will be JEA approved responsible bidders.

### **4. COST EFFECTIVENESS OF PROPOSED SOLUTIONS**

Provide a description of the Company's approach to cost estimating during the various phases of the design (i.e., conceptual, schematic, final and construction documents). Indicate the methodology and estimating system used in preparation of the estimates. Address how the Company will prepare, submit, reconcile and obtain approval of the GMP notice.

Discuss the cost effectiveness of the proposed solutions, taking into account expected life of the equipment, capital costs and operating & maintenance costs over the life of the equipment, including the expected methane recovery rate.

## **5. COMPREHENSIVE RESOURCE PLAN AND SCHEDULE**

Discuss how the Design-Build firm will manage and balance the design and construction of this project to meet budget and schedule, including staffing and organization plans.

Discuss how the Company will utilize best practice techniques such as value engineering and constructability reviews and provide evidence of previous experience with any of the methodologies presented.

Provide a schedule which details the Company's proposed activities and how the Company intends to meet the required in-service date.

Provide the strategy the Company will employ for subcontracting work, including the use of JSEB firms. Address the Company's approach to implementation of a Quality Control/Quality Assurance plan for both self-performing and subcontracted work.

Work plan shall be no more than ten (10) pages in length, single-sided, and on 8.5" x 11" sized paper. Project schedule shall be no more than two (2) pages in length, single-sided, and on up to 11" x 17" sized paper. Project delivery process schematic shall be no more than two (2) pages in length, single-sided, and on up to 11" x 17" sized paper. The schedule and delivery process schematic will not be included in the ten (10) page limit.

Please use your own form for this section.

Each Evaluator will independently evaluate.

### **1.2.6.3. COMPANY EXPERIENCE AND PERFORMANCE**

**Maximum score for this criterion is: 30 POINTS**

Respondent shall provide the following:

#### Required Information:

A total of three (3) projects are required for this section. Preference will be given to teams where the design engineer and construction contractor have teamed on projects via a collaborative delivery method (Design-Build, CMAR, etc.).

The company performing the engineering shall provide published project documents of one of the submitted similar projects, including conformed drawings, specifications, and final basis of design report with a brief description of how the report framework will be modified for JEA's project.

Each project should at a minimum list the following:

- Name of Client/Customer with contact information that should include:
  - Name and title of Contact
  - Contact's phone number and email address.
  - Project Title
  - Project Cost
  - Project Timeframe
- Identify whether any of the proposed Team Members worked in key roles in the projects.
- Provide detailed information to describe how Company managed the engagements to realize project budgetary goals, timetables and quality control objectives.
- Describe any working relationship with subcontractors that will be used for this project.
- Identify the project stage — i.e., design, construction, construction completed, etc.
- Brief project description

Each Evaluator will independently evaluate the submitted Experience.

#### **1.2.6.4. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) - SOLICITATION**

**Maximum score for this criterion is: 5 POINTS**

Respondent shall indicate if it is certified as a Jacksonville Small and Emerging Business (JSEB) as defined by Jacksonville Ordinance 2004-602; Chapter 126, Part 6A and 6B.

If Respondent is not a certified JSEB, the Respondent shall list any JSEB certified subcontractors that it intends to utilize in the performance of the Design and Engineer Work, Phase I (as defined in 046-20 Appendix C - Sample Contract). 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 points 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:

Amount of Work to be Subcontracted in Phase I:

- $\geq 5\%$  of work = 4 points
- $\geq 3\%$  and  $< 5\%$  = 3 points
- $\geq 2\%$  and  $< 3\%$  = 2 points
- $\geq 1\%$  and  $< 2\%$  = 1 point
- $< 1\%$  = 0 points

During the Development of GMP during Phase I in preparation for Phase II (as defined in 046-20 Appendix C - Sample Contract), the Company will provide project documentation to the JSEB Manager for the Development of the JSEB goal for Phase II. Once the JSEB goal for Phase II has been established the Company will submit documentation to demonstrate compliance to the JSEB Manager.

#### **1.2.7. REQUIRED FORMS TO SUBMIT WITH RESPONSE**

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

The following forms are required to be submitted:

- Company's Response
- Response Form - This form can be found in Appendix B of this Solicitation
- Minimum Qualification Form – This form can be found in Appendix B of this Solicitation
- List of JSEB Certified Firms (if any)
- State of Florida General Contractor License (Enter License Number on the Response Form).
- List of Subcontractors/Shop Fabricators (if any)

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

JEA also requires 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 Time and Date. However, failure to submit these documents prior to Contract execution could result in Response 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](http://www.sunbiz.org))
- Any technical submittals as required by the Technical Specifications

#### **1.2.8. NUMBER OF CONTRACTS TO BE AWARDED**

JEA intends to Award one (1) Contract 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.

#### **1.2.9. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM REQUIREMENTS**

##### **1.2.9.1. 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 for Design and Engineering work during the Phase I and II of this project. 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](http://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:  
 Rita Scott  
 JSEB Manager  
[scotrl@jea.com](mailto:scotrl@jea.com)

#### **1.3. COMPLETING THE SUBMITTAL DOCUMENTS**

##### **1.3.1. SUBMITTING THE RESPONSE**

The Respondent shall submit an electronic version of their Response and required forms via the electronic link as described in section 1.1.3. **If respondent is interested in submitting a response to this solicitation, please email [seldel@jea.com](mailto:seldel@jea.com) to receive this response form in a word format. Requests must be made no later than five (5) business days before response opening.**

##### **1.3.2. COMPLETING THE RESPONSE**

Respondents shall submit their Responses and any enclosed documents attached to this Solicitation with responses typewritten or written in ink. Respondents should refer to the Special Instructions of this Solicitation to review specific items which may be required with the submittal of the Response. The Respondent, or its authorized agent or officer of the firm, shall sign the Response. Failure to sign the Response may disqualify the Response. JEA-

approved erasures, interlineations or other corrections shall be authenticated by affixing in the margin, immediately opposite the correction, the handwritten signature of each person executing the Response. Failure to authenticate changes may disqualify the Response. JEA may disqualify any Responses that deviate from the requirements of this Solicitation, and those that include unapproved exceptions, amendments, or erasures.

### **1.3.3. OBTAINING OFFICIAL SPECIFICATION DRAWINGS FOR THIS SOLICITATION**

If drawings are required to be reviewed prior to submitting a Response, JEA offers electronic drawing files for viewing at no charge at JEA.com.

### **1.3.4. ADDENDA**

JEA may issue Addenda prior to the Response opening date to revise, in whole or in part, or clarify the intent or requirements of the Solicitation. 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 indicating where requested on the Response Form. JEA will post all Addenda when issued online at jea.com. The Respondent must obtain Addenda from the JEA website. All Addenda will become part of the Solicitation 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.

### **1.3.5. 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 Purchasing 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 ninety (90) days following the opening of Responses.

## **1.4. GENERAL INSTRUCTIONS**

### **1.4.1. 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 in substantially the same form and with substantially the same terms as the Contract included herewith in Appendix C 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, 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 Response 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 Respondent 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 Respondent to begin Field Work, when applicable, or to perform the remainder of the Work, or any portion thereof. The Respondent 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 Respondent's risk and JEA shall have no obligation to pay for such Work.

### **1.4.2. AVAILABILITY OF RESPONSES AFTER OPENING**

In accordance with the Florida Public Records Law, Florida Statute, Chapter 119, copies of all Responses are available for public inspection thirty (30) days after the opening of Responses or on the date of Award announcement, whichever is earlier. Respondents may review opened Responses once they are available for public inspection by contacting the designated Buyer or JEA's Public Records custodian whose contact information can be found at jea.com. JEA will post a summary of Response opening results at [www.jea.com](http://www.jea.com).

#### **1.4.3. THIRD PARTY AGREEMENT REQUESTS**

In the event Company 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 Response. This information will be taken into consideration by JEA in evaluating each Response. 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.

#### **1.4.4. JEA PUBLICATIONS**

Applicable JEA publications are available at [jea.com](http://jea.com).

#### **1.4.5. 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 Responses, 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 JEA, and Respondent 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 Respondent may have over another.

#### **1.4.6. ETHICS (SOLICITATION)**

By signing the 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 Response 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 Response by completing and submitting the Conflict of Interest Certificate Form found at [jea.com](http://jea.com). Failure to fully complete and submit the Conflict of Interest Certificate will disqualify the Response. If JEA has reason to believe that collusion exists among the Companies, JEA will reject any and all Responses 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 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 will 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 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 Response may be rejected and JEA may debar offending companies and persons.

#### **1.4.7. 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 Response 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 Respondent becomes privy to information not available to the other Respondents. Social contact between Respondents 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 Response. Any questions or clarifications concerning a Solicitation 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.

For more information on Ex Parte communications, see JEA Procurement Code, Article 1-110, which is available at [www.jea.com](http://www.jea.com).

#### **1.4.8. 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.

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 Solicitation 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 Solicitations were issued. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

#### **1.4.9. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY**

By signing and submitting a Response, the Respondent 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 Response. Where the Respondent 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 Respondent shall comply with all safety requirements described in the Response 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 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. That the individual signing the Response is a duly authorized agent or officer of the firm. 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, satisfactory evidence of authority to sign must be submitted upon request by JEA. If the Response is submitted by a partnership, the Response must be signed by a partner whose title must under the signature. If an individual other than a partner signs the Response, 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](http://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 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.
- f. That it has read, understands and will comply with these instructions and the Section titled Ethics.

#### **1.4.10. PROHIBITION AGAINST CONTINGENT FEES**

The Company 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.

#### **1.4.11. PROTEST OF SOLICITATION AND AWARD PROCESS**

Companies shall file any protests regarding this Solicitation 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](http://jea.com).

#### **1.4.12. 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 include both physical and cyber Assets that are essential for JEA to maintain the integrity of the bulk electric system. Therefore, the Company must ensure that all individuals that have access to any Assets meet all requirements of JEA, including, but not limited to the background screenings, prior to the individual performing any services for JEA. The specific Assets an individual will access will determine the specific JEA training and criminal background check that will be required before an employee will be approved to perform services for JEA. The Company will be responsible for all labor costs associated with completion of the training. The provisions of this Section and the immediately preceding section shall apply to all of the Company's Subcontractors and agents, and shall be included in Company's contracts with its Subcontractors for any part of the Work. 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 comply with JEA's requirements related to the updated regulations.

If applicable for all or any part of the Work, Company must also be able to certify and demonstrate to JEA's satisfaction that Company is able to comply with JEA's supply chain cyber security risk management plan and the requirements of NERC Reliability Standard NERC CIP-013, including, but not limited to CIP-013 R1. Company must demonstrate that Company has, in JEA's sole discretion, appropriate cyber security processes, including, but not limited to, addressing the following:



- Notification by Company to JEA, within 12 hours or sooner, of any Company personnel, who have been terminated, retired or ceased working on JEA projects.
- Notification by the Company of Company-identified incidents related to the products or services provided to JEA that pose cyber security risk to JEA
- Coordination of responses to Company-identified incidents related to the products or services provided to the JEA that pose cyber security risk to JEA
- Notification by Company when remote or onsite access should no longer be granted to Company representatives
- Disclosure by Company of known vulnerabilities related to the products or services provided to the JEA;
- Method for verification of software integrity and authenticity of all software and patches provided by the Company for use in JEA's Bulk Electric System's Cyber System;
- Coordination of controls for (i) Company-initiated Interactive Remote Access, and (ii) system-to-system remote access with Company; and
- Compliance with JEA CIP Cyber Security Policy (MD-202).

#### **1.4.13. JEA ACCESS BADGES**

If the Work requires an individual to access JEA's facilities or properties, the Project Manager or other JEA Representative will determine whether or not such individual must have a JEA access badge prior to accessing JEA facilities or properties. This determination will be made based upon the business need and in accordance with JEA's applicable security policies and procedures. In no event shall individuals share JEA access badges.

Individuals issued an access badge must adhere to all of JEA's security badge usage policies and procedures. Violation of the provisions of this Section or any of JEA's security policies may result in immediate termination of the Contract.

In particular, JEA must be notified within 12 hours or sooner of a lost or stolen JEA access badge or when an individual leaves the Company or any subcontractor. The Company shall bear any costs associated with issuance, and production, of any lost or stolen JEA access badge. The Company is required to report all badge loss, or termination, notifications to the JEA Representative and JEA Security. JEA Security can be contacted at (904) 665-8200 and [security@jea.com](mailto:security@jea.com). Failure to make the reports required in this paragraph may result in significant regulatory fines and penalties. The Company shall be responsible for all such costs and JEA shall have the right to immediately terminate the Contract.

#### **1.4.14. 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". Respondent should only redact those portions of records that Respondent 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 THE 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](mailto:publicrecords@jea.com)**

#### **1.4.15. SCRUTINIZED COMPANIES**

Pursuant to Section 287.135(2), Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

- (1) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; or
- (2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor:
  - i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, *Florida Statutes*; or
  - ii. Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(a)4, *Florida Statutes*, JEA may terminate this Contract at JEA's option if this Contract is for goods or services in an amount of one million dollars or more and Contractor:

- (1) Is found to have submitted a false certification under Section 287.135(5), *Florida Statutes*;
- (2) Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, *Florida Statutes*;
- (3) Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(b), *Florida Statutes*, JEA may terminate this Contract at JEA'S option if this Contract is for goods and services of any amount and Contractor:

- (1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or
- (2) Is engaged in a boycott of Israel.

#### **1.4.16. COVID 19**

In light of the ongoing Covid 19 pandemic, JEA, or its agents, may screen any employees, contractors or agents of respondents present at JEA facilities for symptoms of Covid 19, possible contact to symptomatic or COVID-19 positive persons. Persons may, in the sole discretion of JEA, be prohibited from working onsite at JEA facilities until they provide evidence of a negative Covid 19 test. All respondents shall adhere to applicable guidelines issued by the CDC and federal, state and local orders intended to protect the health, safety and welfare of the public in relation to Covid 19, including rules regarding the wearing of face coverings.

## **2. CONTRACTUAL COMMERCIAL TERMS**

**The Terms and Conditions of this Solicitation are set forth in the Contract included herewith in Appendix C of this document.**

## **3. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK (APPENDIX A)**

The Scope of Work is located in Appendix A of this document.

#### **4. FORMS**

##### **a. FORMS (APPENDIX B)**

Forms required to be submitted with this Solicitation are provided in Appendix B or can be obtained on the JEA website at [www.jea.com](http://www.jea.com).

#### **5. EVALUATION MATRIX**

##### **a. EVALUATION MATRIX**

The attached form (061-20 Evaluation Matrix) is the matrix that will be used to evaluate all Responses submitted in response to this Solicitation.

#### **6. SUPPLEMENTAL DOCUMENTS**

##### **a. SUPPLEMENTAL DOCUMENTS (APPENDIX C)**

The following supplemental documents can be found as Appendix C.

- 061-20 Appendix C - Contract
- 061-20 Appendix C – Conceptual Drawings