Solicitation

For Participation in

Water/Wastewater Construction, Engineering and Inspection Services

for

Jacksonville, FL

Solicitation Number 072-19

Mandatory Pre-Bid Meeting In Person or Teleconference

On

April 17, 2019, at 03:00 PM

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 May 14, 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 May 14, 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

The scope of work for this solicitation includes Construction, Engineering and Inspection (CEI) and other related professional services necessary to oversee the construction (by others) of various utility infrastructure improvement projects funded by JEA or others. Some projects may require FDOT Certification.

Additional information can be found in Appendix A - Scope of Services.

1.1.2. INVITATION - REQUEST FOR PROPOSAL

You are invited to submit a Proposal in response to the Request for Proposals noted below:

Request for Proposals (RFP) Title: Water/Wastewater Construction, Engineering and Inspection Services
JEA RFP Number: 072-19

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: May 14, 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 Proposer shall be solely responsible for delivery of its Proposal to the JEA Bid Office. **Please note, JEA employs a third party courier service to deliver its mail from the local U.S. Post Office (USPS), which could cause a delay of Proposal delivery if mailed through the USPS.** Therefore, JEA recommends direct delivery to the 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 May 14, 2019, in the JEA Bid Office, 21 W. Church Street, Customer Center First 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

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: Daniel Kruck
E-mail: krucdr@jea.com

For Technical Questions:

Contact: Bryan Dewberry
E-mail: dewbb@jea.com

1.1.5. MANDATORY PRE-PROPOSAL MEETING IN PERSON OR BY TELECONFERENCE

There will be a mandatory Pre-Proposal meeting. All interested Proposers must attend or call into 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. A roll call will begin for the teleconference attendees immediately at the beginning of the meeting.

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.

If attending the Pre-Proposal meeting via teleconference please email the buyer at krucdr@jea.com at least 24 hours prior to the meeting to facilitate roll call.

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

Pre-Proposal Meeting Date: April 17, 2019
Pre-Proposal Meeting Time: 03:00 PM
Pre-Proposal Meeting Location: JEA Customer Center, Bid Office, 1st Floor, Room 002, 21 West Church Street, Jacksonville, FL 32202.
Telephone Call In: 1-888-714-6484
Passcode: 817050

1.1.6. 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	04/09/2019
Mandatory Pre-Proposal Conference	04/17/2019
Cut-off date for Questions by Proposers	05/07/2019
Proposal Due Date	05/14/2019
Public Evaluation Meeting	05/31/2019
Initial Negotiation Meeting (Draft Fees due)	06/14/2019
Final Scope and Fee Agreement	07/12/2019
Approval by the JEA Awards Committee	07/25/2019
Contract Executed	08/15/2019

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION (RFP)

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

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 or additional project references to confirm the Proposer meets the requirements stated herein. A Proposer not meeting all of the following criteria will have their Proposals rejected:

- Authorized and licensed under Florida Statutes to perform the professional services sought by his RFP
- Capability to deliver final drawings in electronic form using either a standard .dxf or .dwg format
- Proposer must have at least five (5) years of experience in CEI services as of the RFP due date
- Proposer must be qualified to perform FDOT Work Type 10.1 (Roadway Construction Engineering Inspection) and 10.4 (Minor Bridge and Miscellaneous Structures CEI)
- Proposer must have at least one (1) similar contract covering at least one (1) year period within the past three (3) years as of the RFP due date
    - A similar contract is defined as a contract with a total value of at least $5,000,000.00 for utility infrastructure CEI services, this contract may be a multi-year contract

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

1.2.2. 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
- Proposal 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
- JSEB Form – if any (this form can be found on jea.com)
- List of Subcontractors/Shop Fabricators – if any (this form can be found on jea.com)

If the above listed forms are 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 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)
- Non-Disclosure Agreement (if applicable)
- Any technical submittals as required by the Technical Specifications

1.2.3. NUMBER OF CONTRACTS TO BE AWARDED

JEA intends to Award two (2) Contracts for the Work. JEA reserves the right to Award more or less than two (2) Contracts 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.

1.2.4. EVALUATION METHODOLOGY

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

JEA shall evaluate the Proposer's qualifications, rank the qualifications from all Proposers, 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 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. JEA may also request interviews or presentations from the Proposers during its selection.

After approving the rankings of all the Proposers, JEA will enter into negotiations of contractual terms with the best ranked Proposer. During negotiations, JEA will consider detailed information regarding the Contract Price, the Proposer's hourly rates, and scope of the Contract.

If JEA and the Company 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.

1.2.5. BASIS OF AWARD

1.2.5.1. BASIS OF AWARD - EVALUATED PROPOSAL

JEA will use the "Selection Criteria" listed below to evaluate the Proposals. JEA may make its Award decision based solely upon the information submitted in the Proposals. JEA may also choose to have one or more Proposer make presentations to representatives of JEA. 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 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 Proposals.

Proposals 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.

1.2.6. SELECTION CRITERIA

1.2.6.1. SUBMISSION FORMAT

A Proposal must not exceed fifteen (15) total pages (most or all 8.5” x 11” pages), excluding the table of contents, cover letter, resumes and JEA supplied forms. 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.

Proposals should be formatted in the following order:

1. Table of Contents (0 points)
2. Cover Letter (0 points)
    a. The cover letter should include the complete corporate name of the primary firm responding, address, telephone, fax number, and name of the person in the firm who JEA should contact regarding your response.

b. If firm is situated outside of Duval County, include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract.

3. Project Team (30 points)
    a. As shown below
4. Approach and Work Plan (35 points)
    a. As shown below
5. Company Experience (25 points)
    a. As shown below
6. JSEB (10 points)
    a. As shown below
7. JEA Required Forms (0 points)
    a. Proposal Form (can be found in Appendix B)
    b. Minimum Qualification Form (Can be found in Appendix B)
    c. JSEB Form (if any, can be found on jea.com)
    d. Subcontractor Form (if any, can be found at jea.com)

1.2.6.2. PROJECT TEAM

Maximum score for this criterion is: 30 POINTS

1. Provide the name of your firm, year established, nature of services performed and size of technical staff.
2. Provide primary and backup resume for the Project Manager and Engineer of Record position.
    a. The Project Manager must be from the Company submitting the Proposal and not a Subcontractor.
    b. Engineer of Record must be from the Company submitting the Proposal and not a Subcontractor. The Engineer of Record must have a valid Florida Professional Engineer license within 60 days of contract start date.
    c. The Consultant must comment on the stability of the proposed Project Manager/Engineer of Record for the duration of the project. In the event the Consultant must replace the Project Manager for reasons beyond the Consultant's control, a formal submittal demonstrating similar qualifications and project understanding for the proposed replacement must be submitted for JEA approval.
3. Provide primary resumes only for up to six (6) additional professional staff who will be assigned to perform the Work. The resumes shall identify the Project Engineers, Administrators and Inspectors who will be assigned to the Work. Persons whose resumes are submitted must actually perform the Work unless the Proposer receives prior approval by the JEA Project Manager to use an alternate.
4. 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. Resumes shall also identify any specialty or technical process expertise. Resumes shall be no more than two (2) pages in length, single sided and on 8.5” by 11” sized paper. If more than two (2) pages are submitted, only the information contained on the first two (2) pages will be evaluated by JEA.
5. No more than ten (10) resumes will be evaluated.
6. Provide a photocopy of a current license issued by the State of Florida Department of Professional Regulation, or other written documentation, that authorizes the Consultant in accordance with Florida Statutes to perform the services required by this RFP. (photocopies of licenses will not count toward page limits)
7. Provide the name and office locations of any subconsultants proposed to be used on these services, and the estimated percentage of the work, which will be performed by each such subconsultant.
8. Proposer shall provide an organizational chart delineating the Proposer’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).

1.2.6.3. APPROACH AND WORK PLAN

Maximum score for this criterion is: 35 POINTS

1. Proposer shall provide an explanation of how it typically manages engagements of similar scope to realize project budgetary goals, timetables and quality control objectives. Provide description of Proposer's equipment, facilities and resources that will be used to perform these services. Provide any other documentation, which the Proposer believes, documents its competency to perform the requested services.

Describe experience, ability, and understanding of the Proposer and assigned personnel in observing and monitoring instruction or direction to similarly related tasks.

2. Provide number and size of projects currently being performed by the Proposer, personnel assigned thereto, stage of completion of such projects, status of each project relative to completion schedules, reasons for any delayed projects and projected personnel availability. Discuss ability of Proposer to prosecute multiple concurrent projects and contracts given its current workload.
3. Describe the Proposer's understanding of the requirements of this solicitation, and its ability, approach and/or plan to satisfy the same in complete compliance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations.

1.2.6.4. COMPANY EXPERIENCE

Maximum score for this criterion is: 30 POINTS

1. Provide a list of completed projects where the Proposer provided services that are similar in nature to the services required under this solicitation. Include the scope of the project with references to include owner's contact person and telephone number. Describe any outstanding accomplishments that relate to specific services being sought.
2. A summary of one (1) contract of similar scope as stated in the Detailed Scope of Services. The example should be able to demonstrate that the Proposer's experience and knowledge qualify them to complete the necessary work in a successful manner.

1.2.6.5. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) - RFP

Maximum score for this criterion is: 10 POINTS

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

The points will be awarded as follows:

Bidder/Proposer is a COJ/JEA certified JSEB = 10 pts;

Bidder/Proposer is not a JSEB but will subcontract Work to JSEBs:

Non-JSEB with JSEB partner:
Greater than or equal to 10% of work = 8 pts
Greater than or equal to 7%, but less than 10% of work = 6 pts
Greater than or equal to 4%, but less than 7% of work = 4 pts
Greater than or equal to 1%, but less than 4% of work = 2 pts
Less than 1% of work = 0 pts

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

It is at the Proposer's option as to whether it chooses to subcontract to a JSEB firm. JEA encourages the use of JSEB qualified firms; however, the Proposer is not required to utilize JSEB firms to be awarded this Contract. JSEB firms that qualify for this Contract are only those shown on the current City of Jacksonville JSEB directory appearing at www.COJ.net. Certification of JSEB firms must come from the City of Jacksonville. No other agency or organization is recognized for purposes of this Contract. In no case shall the Proposer make changes to the JSEB firms listed in its Proposal, revise the JSEB Scope of Work or amount of Work as stated in its Proposal without prior written notice to the JEA Contract Administrator, and without subsequent receipt of written approval for the JEA Contract Administrator. Any subcontractors of Proposer shall procure and maintain the insurance required of

Proposer hereunder during the life of the subcontracts. Subcontractors' insurance may either be by separate coverage or by endorsement under insurance provided by Proposer.

Note: Any JSEB firms identified by Proposer for this Solicitation are considered "Subcontractors" under the direct supervision of the Prime or General Contractor (herein referred to as Respondent in this Solicitation). Proposers should show good faith efforts in providing assistance to JSEB firms in the securing of Subcontractors' insurance requirements stated in this section. Proposer shall submit subcontractors' Certificates of Insurance to JEA prior to allowing subcontractors to perform Work on JEA's job sites.

All questions and correspondence concerning the JSEB program shall be addressed to:
Rita Scott, JSEB Manager, JEA, scotrl@jea.com.

1.3. COMPLETING THE SUBMITTAL DOCUMENTS

1.3.1. SUBMITTING THE PROPOSAL

The Proposer shall submit one (1) original Proposal, five (5) duplicates (hardcopies) and six (6) USB drives. If there is a discrepancy between the electronic copy and the hard copy, the hard copy will prevail. JEA will not accept Proposals transmitted via email. **IF PROPOSER IS INTERESTED IN SUBMITTING A RESPONSE TO THIS RFP, PLEASE EMAIL krucdr@jea.com TO RECEIVE THIS PROPOSAL FORM IN A WORD FORMAT. REQUESTS MUST BE MADE NO LATER THAN 5 BUSINESS DAYS BEFORE PROPOSAL OPENING.**

1.3.2. COMPLETING THE PROPOSAL

Proposers shall submit their Proposals and any enclosed documents attached to this RFP with responses typewritten or written in ink. Proposers should refer to the Special Instructions of this RFP to review specific items which may be required with the submittal of the Bid. The Proposer, or its authorized agent or officer of the firm, shall sign the Proposal. Failure to sign the Proposal may disqualify the Proposal. 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 Proposal. Failure to authenticate changes may disqualify the Proposal. JEA may disqualify any Proposals that deviate from the requirements of this RFP, and those that include unapproved exceptions, amendments, or erasures.

1.3.3. OBTAINING OFFICIAL SPECIFICATION DRAWINGS FOR THIS RFP

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

1.3.4. ADDENDA

JEA may issue Addenda prior to the Bid opening date to revise, in whole or in part, or clarify the intent or requirements of the Solicitation. The Bidder/Proposer shall be responsible for ensuring it has received all Addenda prior to submitting its Bid or Proposal and shall acknowledge receipt of all Addenda by indicating where requested on the Bid Form. JEA will post all Addenda when issued online at jea.com. The Bidder/Proposer 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 Bidder/Proposer to ensure it has received and incorporated all Addenda into its Bid or Proposal. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Bid or Proposal.

1.3.5. MODIFICATION OR WITHDRAWAL OF PROPOSALS

The Proposer may modify or withdraw its Proposal at any time prior to the Proposal 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 Proposal Due Date and Time. The Proposer shall not modify or withdraw its Proposal from time submitted and for a period of 90 days following the opening of Proposals.

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 Bidder/Proposer with the Contract Documents. Unless expressly waived by JEA, the successful Bidder/Proposer shall execute a Contract for the Work or Services within ten (10) days after receiving the Contract from JEA. If the Bidder/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 Bidder/Proposer, 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 Proposal or Bid 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 Bidder/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 Bidder/Proposer to begin Field Work, when applicable, or to perform the remainder of the Work, or any portion thereof. The Bidder/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 Bidder/Proposer's risk and JEA shall have no obligation to pay for such Work.

1.4.2. AVAILABILITY OF PROPOSALS AFTER OPENING

In accordance with the Florida Public Records Law, Florida Statute, Chapter 119, copies of all proposals are available for public inspection thirty (30) days after the opening of Proposals or on the date of Award announcement, whichever is earlier. Proposers may review opened Proposals 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 proposal opening results at www.jea.com.

1.4.3. LISTING OF SUBCONTRACTORS

JEA shall specify the major Subcontractors that the Company must list is the Company intends to use a Subcontractor to perform a portion of the Work, unless the Work will be self-performed by the Company. The Subcontractors that JEA requires to be listed is stated in the Section titled "Required Forms to Be Submitted with the Bid". The major Subcontractors shall be listed on the Subcontractors Form which is available at jea.com. Failure of the Company to submit the required Subcontractor information on the form with its Bid shall result in rejection of the Company's Bid.

The Company shall not use Subcontractors and sub-suppliers/shop fabricators other than those shown on the Subcontractor Form unless it shows good cause and obtains the JEA Representative's prior written consent.
If the Company plans to use Subcontractors or sub-supplier/shop fabricators to perform over 50% of the Work, the Company shall obtain JEA's approval at least five (5) days prior to the Bid/Proposal Due Date.• @ Failure to obtain JEA approval will disqualify the Company and result in rejection of Company's Bid/Proposal.

1.4.4. 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 Bid or Proposal. This information will be taken into consideration by JEA in evaluating each Bid or 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.

1.4.5. JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

1.4.6. ETHICS (RFP)

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 Proposal in response to this RFP. If JEA has reasonable cause to believe the Proposer has submitted more than one Proposal for the same Work, other than as a Subcontractor or sub-supplier, 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. 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 Procurement 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 for a period of 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.

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 Bid or 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 Bidder becomes privy to information not available to the other Bidders. Social contact between Bidders 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 Bid or Proposal. 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 Bidders.

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

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

JEA reserves the right to reject any or all Bid or Proposals, or any part thereof, and/or to waive informalities if such action is in its best interest. JEA may reject any Bids or Proposals that it deems incomplete, obscure or irregular including, but not limited to, Bid or Proposals that omit a price on any one or more items for which prices are

required, Bids or Proposals that omit Unit Prices if Unit Prices are required, Bids or Proposals for which JEA determines that the Bid or Proposal is unbalanced, Bids or Proposals that offer equal items when the option to do so has not been stated, Bids or Proposals that fail to include a Bid Bond, where one is required, and Bids or 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 Bids or Proposals at any time prior to the time announced for the opening of Bids or 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.

1.4.9. 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.

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 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.

1.4.12. 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 to this Solicitation 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.

1.5. CONTRACT TERMS AND CONDITIONS

1.5.1. DEFINITIONS

1.5.1.1. ACCEPTANCE

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

1.5.1.2. ADDENDUM/ADDENDA

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

1.5.1.3. ANNIVERSARY DATE

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

1.5.1.4. AWARD

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

1.5.1.5. CHANGE ORDER

A written order issued after execution of the Contract to the Company signed by the Contract Administrator, or his designated representative, authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Time. Change Orders do not authorize expenditures greater than the monies encumbered by JEA, which is shown on the associated Purchase Order(s). An executed Change Order resolves all issues related to price and time for the Work included in the Change Order. A Change Order that involves a material change to the Contract may result in a Contract Amendment.

1.5.1.6. COMPANY

The legal person, firm, corporation or any other entity or business relationship with whom JEA has executed the Contract. Where the word "Company" is used it shall also include permitted assigns. Prime Contractor, Contractor, Vendor, Supplier and Company shall be considered synonymous for the purpose of the Contract.

1.5.1.7. COMPANY REPRESENTATIVE

The individual responsible for representing the Company in all activities concerning the fulfillment and administration of the Contract.

1.5.1.8. COMPANY SUPERVISOR

The individual, employed or contracted by the Company, to manage the Work on a day-to-day basis and ensure the Work is performed according to the Contract. The Company Supervisor may be authorized by the Company Representative to act on Contract matters. Such authorization shall be in writing and delivered to the Contract Administrator and shall clearly state the limitations of any such authorization. In the event that the Company

Supervisor and the Company Representative is the same person, the Company shall notify the Contract Administrator of such situation.

1.5.1.9. CONTRACT

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

1.5.1.10. CONTRACT ADMINISTRATOR

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

1.5.1.11. CONTRACT DOCUMENTS

Contract Documents, also referred to as the "Contract" means the executed Contract, all Solicitation documents and Bid Documents as further described in the Section of the Solicitation titled "Contract Documents", and any written Change Orders, amendments or Purchase Orders executed by JEA, and insurance and/or bonds as required by the Contract.

1.5.1.12. CONTRACT PRICE

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

1.5.1.13. CONTRACT TIME

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

1.5.1.14. DEFECT

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

1.5.1.15. FINAL COMPLETION

The point in time after JEA makes the determination that the Work is completed and there is Acceptance by JEA, and the Company has fulfilled all requirements of the Contract Documents.

1.5.1.16. HOLIDAYS

The following days: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day. If any of these Holidays fall on a weekend, JEA may observe a Holiday on the nearest weekday.

1.5.1.17. INVOICE

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

1.5.1.18. JEA

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

1.5.1.19. JEA REPRESENTATIVES

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

1.5.1.20. PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER

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

1.5.1.21. PERFORMANCE - UNACCEPTABLE PERFORMANCE/PERFORMER

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

1.5.1.22. PERFORMANCE - TOP PERFORMANCE/PERFORMER

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

1.5.1.23. PROPOSAL

The document describing the Company's qualifications to verify it complies with the requirements of the RFP.

1.5.1.24. PURCHASE ORDER (PO)

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

1.5.1.25. QUALITY ASSURANCE

Actions that JEA takes to assess the Company's performance under the Contract.

1.5.1.26. QUALITY CONTROL

Actions that the Company takes to ensure it successfully completes the Work in full accordance with the Contract Documents.

1.5.1.27. REQUEST FOR PROPOSALS

The document (which may be electronic) issued by the JEA Procurement Department to solicit Proposals from Companies that includes, but is not limited to, the Minimum Qualifications Form, samples of contract documents and Addenda.

1.5.1.28. SUBCONTRACTOR

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

1.5.1.29. TASK ORDER

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

1.5.1.30. WORK OR SCOPE OF SERVICES

Work includes as defined in the Contract Documents all actions, products, documentation, electronic programs, reports, testing, transport, administration, management, services, materials, tools, equipment, and responsibilities to

be furnished or performed by the Company under the Contract, together with all other additional necessities that are not specifically recited in the Contract, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of the Contract.

2. CONTRACT DOCUMENTS

2.1. ORDER OF PRECEDENCE

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

- Executed Contract Amendments
- Exhibits to Contract Documents
- Executed Contract Documents
- Purchase Order(s)
- Addenda to JEA Solicitation
- Drawings associated with this Solicitation
- Exhibits and Attachments to this Solicitation
- Technical Specifications associated with this Solicitation
- This Solicitation
- Bid Documents
- References

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

3. INSURANCE, INDEMNITY AND RISK OF LOSS

3.1. INSURANCE REQUIREMENTS (PROFESSIONAL SERVICES)

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

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

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

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

Professional Services/Errors and Omissions: $1,000,000 each claim; $2,000,000 annual aggregate

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

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

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

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its Subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

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

Any Subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company. 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"). Companies should show good faith efforts in providing assistance to JSEB firms in the securing of the Subcontractors' insurance requirements stated herein. Upon request by JEA, Company shall submit Subcontractors' certificates of insurance.

3.2. INDEMNIFICATION

For ten dollars ($10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the Company shall hold harmless, indemnify, and defend JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of a Contract entered into pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract. It is the intent of the parties that this indemnification shall be in accord with Section 725.08, Florida Statutes.

3.3. TITLE AND RISK OF LOSS

Ownership, risks of damage to or loss of the Work shall pass to JEA upon Acceptance. The Company shall assume all risk of loss or damage to the Work while items are in transit and/or in the Company's custody until such time that JEA issues written notice of Acceptance.

JEA's receipt or delivery of any equipment or other materials will not constitute JEA's Acceptance of the Work and will not constitute a waiver by JEA of any right, claim or remedy. In the event of loss or damage to the Work, the Company shall bear all costs associated with any loss or damage until Acceptance by JEA.

For equipment and materials removed from JEA sites or the Work locations for repairs, service or duplication, JEA will retain the title to equipment and materials removed.

3.4. ENVIRONMENTAL INDEMNIFICATION

The Company shall hold harmless, indemnify and defend JEA and Florida Power and Light (FPL), including without limitation, its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns (the "Indemnified Parties") and will reimburse the Indemnified Parties from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or in connection with (a) the Company's, including, but not limited to, its agents, affiliates or assigns ("Parties"), actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Company's or other Parties' activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Contract by the Company or any Party at any time on or after the effective date of the Contract, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Company or any Party. JEA and FPL will be entitled to control any remedial action, any proceeding relating to an environmental claim. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Contract or otherwise. This section relating to indemnification shall survive the Term of this Contract, and any holdover and/or Contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Contract.

3.5. LIMITATION OF LIABILITY

Neither the Company nor JEA shall be liable for any indirect, special or consequential damages, under any theory of relief, including without limitation, breach of warranty, breach of contract, tort (including negligence), strict liability, or otherwise, arising out of or related to the Company's or JEA's acts or omissions.

Company's liability to JEA for direct damages under this Contract shall not exceed the contract price. This limitation of liability specifically excludes injury to third parties and third party property and there shall be not limitation of liability with respects to the same.

The limitation of liability is in no way to be construed as a waiver by JEA of it sovereign immunity as afforded by the Florida Constitution as codified in Section 768.29 Florida Statutes.

4. PRICE AND PAYMENTS

4.1. INVOICING AND PAYMENT TERMS

Within sixty (60) days from completion of the Work, the Company shall submit all Invoices in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to the following email address: ACCTPAYCUSTSRV@JEA.COM, or if the Company does not have email capability, it can mail hard copies to: JEA Accounts Payable, P.O. Box 4910, Jacksonville, FL 32201-4910.

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

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

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

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

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

4.2. PAYMENT METHOD – PROFESSIONAL SERVICES

For individual tasks or services, the Company shall submit an Invoice to JEA upon successful completion and JEA Acceptance of the individual tasks or services.
For reoccurring tasks or services, the Company shall submit an Invoice to JEA once per month upon successful completion and JEA's Acceptance of the reoccurring take or services that occurred during that month.

JEA may elect to make a partial payment or no payment if JEA determines, at its sole discretion, and after due consideration of relevant factors, that either all, or part of the task being invoiced is not in accordance with the Contract Documents.

4.3. JSEB - INVOICING AND PAYMENT

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

4.4. OFFSETS

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

4.5. TRUTH IN NEGOTIATION CERTIFICATE

Proposer understands and agrees that execution of the Contract by Proposer shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from the Contract, such certificate being required by Section 287.055, Florida Statutes. Pursuant to such certificate, Proposer hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further, Proposer agrees that the compensation hereunder shall be adjusted to exclude any significant sums where JEA determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one year following the completion date of the Contract.

4.6. DISCOUNT PRICING

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

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

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

4.7. TAXES

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

5. TERM AND TERMINATION

5.1. TERM OF CONTRACT – DEFINED DATES

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

It is at JEA's sole option to renew the Contract for an additional two (2) one (1) year periods.

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

5.2. TERMINATION FOR CONVENIENCE

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

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

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

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

5.3. TERMINATION FOR DEFAULT

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

- The Company assigns or subcontracts the Work without prior written permission;
- Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- The Company makes an assignment for the benefit of creditors;
- The Company suspends the operation of a substantial portion of its business;
- The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the Work schedule, or the Company abandons the whole or any part of the Work;
- The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents;
- The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality;
- The Company breaches any of the representations or warranties;
- The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JEA; or
- Any material change in the financial or business condition of the Company.

If within fifteen (15) days after service of such notice upon the Company an arrangement satisfactory to JEA has not been made by the Company for continuance of the Work, then JEA may declare Company to be in default of the Contract.

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

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

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

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

6. WARRANTIES AND REPRESENTATIONS

6.1. WARRANTY

The Company represents and warrants that it has full corporate right, power and authority to enter into the Contract and to the perform the Work, and that the performance of its obligations and duties hereunder does not and will not violate an Contract to which the Company is a party or by which it is otherwise bound.

The Company represents and warrants that it will conduct the Work in a manner with sufficient labor, materials and equipment necessary to affect a diligent pursuance of the Work.

The Company represents and warrants that it has the responsibility and capacity to train and supervise its employees, Subcontractors and suppliers to ensure the Work complies with all safety requirements of the Contract.

The Company warrants all Work for a period of one (1) year following Acceptance of the Work. If any failure to meet the foregoing warranty appears within one (1) year after Acceptance, JEA shall request the Company to again perform the Work directly affected by such failure of the Company at the Company's expense, and the Company will reimburse JEA for any additional construction cost by the Company’s re-performance of the Work. .

The Company warrants that all items provided under the Contract shall be free from Defect in accordance with the requirements of the Contract, and services shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing industry standards.

The obligations and representations contained in the "Warranty" clause are Company's sole warranty and guarantee obligations and JEA's exclusive remedy in respect of quality of the Work. EXCEPT AS PROVIDED IN THIS ARTICLE, COMPANY MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO COMPANY'S SERVICES AND COMPANY DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSED. This clause governs, modifies, and supersedes any other terms in this Contract which may be construed to address warranties or guarantees of the quality of the Work.

7. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

7.1. PUBLIC RECORDS LAWS

Access to Public Records.

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

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

Request for Redacted Information.
In the event of a public records or other disclosure request under Florida's Public Records Laws or other authority to which the Company's documents, data or records are responsive, JEA will provide the Redacted Copy to the requestor. If a Requestor asserts a right to any redacted information, JEA will notify the Company that such an assertion has been made. It is the Company's responsibility to respond to the requestor to assert that the information in questions is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of the redacted information under legal process, JEA shall give the Company prompt notice of the demand prior to releasing the redacted information (unless otherwise prohibited by applicable law). The Company shall be responsible for defending it 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 Statues, or otherwise prohibited by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- Meet all requirements for retaining public records and transfer, at no cost, to JEA all public records in possession of the Company upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to JEA in a format that is compatible with the information technology systems of JEA.

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

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

7.2. PROPRIETARY INFORMATION

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

7.3. PUBLICITY AND ADVERTISING

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

7.4. OWNERSHIP OF DOCUMENTS AND EQUIPMENT

The Company agrees that upon completion of the Services, all drawings, designs, specifications, renderings, notebooks, tracings, photographs, reference books, equipment, expendable equipment and materials, negatives, reports, findings, recommendations, data and memoranda of every description (hereinafter referred to as "Works"), arising out of or relating to the Services rendered by the Company under this Agreement, are to become the property of JEA. Company and JEA agree that said Works shall be considered as works made for hire under the United States Copyright laws. JEA shall have the absolute and exclusive right to own and use all said Works together with any and all copyrights, patents, trademark and service marks associated with said Works. The use of these Works in any manner by JEA shall not support any claim by the Company for additional compensation.

7.5. INTELLECTUAL PROPERTY

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

If the Work contains, has embedded in, requires for the use of any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, the Company shall secure for JEA an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. The Company shall secure such right at its expense and prior

to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider.

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

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

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

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

7.6. WORK MADE FOR HIRE

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

8. JSEB COMPLIANCE

8.1. COMPLIANCE WITH JSEB REQUIREMENTS

The Company shall achieve the JSEB participation requirements as set forth in the Solicitation, except as allowed under the good faith efforts exception as defined in the City of Jacksonville Ordinance. In no case shall the Company make changes to the JSEB firms listed in its Bid, revise the JSEB scope of Work or amount of Work as stated in its Bid without prior written notice to the Contract Administrator, and without subsequent receipt of written approval from the Contract Administrator.

The City of Jacksonville requirements as outlined in the City of Jacksonville Ordinance relating to JSEBs shall apply in their entirety to this Contract. Where the City of Jacksonville ordinance refers to "Chief", it shall be

construed to mean, for purposes of this Contract, JEA's Chief Purchasing Officer. In a like manner, where it refers to "City", or "City of Jacksonville", it shall be construed to mean JEA.

Use of brokering, as defined in the City of Jacksonville Ordinance, or other techniques that do not provide a commercially useful function are strictly prohibited as means of achieving the JSEB requirements of the Contract. Only the amount of fees or commissions charged by a JSEB for providing a bona fide service such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract shall be counted towards a JSEB participation requirement, provided the fee is reasonable and not excessive as compared with fees customarily charged for similar services.

Payment terms for participating JSEB firms shall be the same or better than the payment terms the Company receives from JEA, except that in all cases JSEB firms shall be allowed to submit invoices to the Company at least bimonthly, and the Company shall pay proper invoices no later than 3 days after its receipt of JEA payment. The Company shall obtain written approval from the Contract Administrator prior to withholding any payment from JSEB firm.

If the Company uses a JSEB qualified firm for the performance of any part of this Work, the Company shall submit to JEA, with its Invoice, a listing of JSEB qualified firms that have participated in the Work. Such listing shall be made using the form "Monthly Report for COJ/JEA JSEB Participation" available at www.jea.com

The Company agrees to let JEA audit its financial and operating records with one day of notice, and during normal business hours, at its corporate offices for the purpose of determining compliance with all JSEB requirements of the Contract Documents.

If the Company violates any provision regarding JSEB, including, but not limited to, program intent, the Company shall be subject to any or all of the following, plus any other remedies available to JEA under law:

- Terminate the Contract for breach
- Suspend the Company from bidding any JEA projects as follows:
- First offense: six months
- Second offense: one year
- Third offense: three years
- Revoke Company's JSEB certification if the Company itself is certified as a JSEB.

9. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

9.1. COORDINATION OF SERVICES PROVIDED BY JEA

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

9.2. COMPANY REPRESENTATIVES

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

9.3. COMPLETION OF WORK (PO)

The Company shall begin Work within 10 days after the date of written Purchase Order from JEA to begin Work, and shall complete the Work by the date set forth in the Contract Documents. The Company further understands and agrees that time is of essence and should the Company fail to complete the Work on or before the date established for Final Completion, the Company shall be solely responsible for additional costs as defined in the Contract.

9.4. LICENSES

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

9.5. CONDITIONS OF PROVISIONING

The Company understands and agrees that it shall be solely responsible for providing everything necessary to perform the Work and to be in full compliance with the Contract Documents, except for those items specifically listed herein as being provided by JEA.

If Company's Scope of Work is to supply JEA with inventory items, the Company shall the identify inventory items that are in high demand and take appropriate steps to minimize delivery lead time in the event of demand spikes or emergency requirements.

Any use of JEA furnished items on non-JEA work is a breach of the Contract and a violation of the law. All JEA furnished items are the property of JEA when issued, stored by Company, and used in performance of the Work. The Company agrees that it shall use all JEA furnished items in a manner consistent with industry practice, codes, laws, considering the condition of the JEA furnished item, the skills of the individuals using the JEA furnished item, and all environmental conditions. The Company understands and agrees that where JEA and the Company shall share JEA furnished items, JEA usage shall always have priority over Company usage, and the Contract Administrator shall have sole authority to resolve any usage dispute and such resolution shall not result in any claim by Company.

The Company agrees to return to JEA, and to the location as established by a JEA Representative, any unused or salvageable items prior to final payment. The Company agrees that JEA has the right to audit and investigate the Company at any time how the Company is using JEA furnished items. JEA will bill the Company for unaccountable JEA furnished material at the current JEA cost.

10. VENDOR PERFORMANCE EVALUATION

10.1. VENDOR PERFORMANCE EVALUATION

Use of Vendor Performance Evaluation Scorecards

JEA may evaluate the Company's performance using the evaluation criteria shown on the vendor scorecard available which are available upon request.

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

Frequency of Evaluations

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

Unacceptable Performance

- If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Contract Administrator and Chief Procurement Officer or his designated alternate will notify the Company of such in a letter. The Company shall have 10 days

to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.

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

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

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

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

11. CHANGES TO WORK OR SCHEDULE

11.1. CHANGE IN SCOPE OF SERVICES

From time to time, JEA may direct changes and modifications in the scope of the services, as contained in the Contract Documents, to be performed under this Contract as may be necessary to carry out the purpose of this Contract. The Company is willing and agreeable to accommodate such changes, provided it is compensated for additional services in accordance with its professional fees and expenses under the terms of this Contract. Such changes shall be in the form of a written amendment to this Contract reflecting, as appropriate, an amendment to the

Work rendered and adjustment to Company's professional fees, including an extension to the duration of this Contract, as well as the maximum indebtedness of JEA. Maximum indebtedness is the maximum total cost that may be paid to the Company hereunder, including travel related costs, per year during the initial term of the Contract for the Work rendered under the terms of this Contract. The JEA Representative directly responsible for each project will make the final determination as to whether any compensable change exists.

11.2. DELAYS

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

11.3. SUSPENSION OF SERVICES

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

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

11.4. AMENDMENTS

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

12. LABOR

12.1. HIRING OF OTHER PARTY'S EMPLOYEES

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

12.2. PERSONNEL AND CHANGES IN COMPANY'S PROFESSIONAL PERSONNEL

Unless otherwise agreed in writing by the parties, all Services shall be rendered by employees: (a.) who are full time employees of Company or approved subcontractors; (b.) qualified to perform the Services, and (c.) fluent in the English language. Subsequent to the execution of this Contract, Company shall notify the JEA Contract Administrator in writing prior to making changes in professional personnel assigned, or to be assigned, as provided in Company's proposal to manage or perform Services under this Contract. The JEA Contract Administrator shall have the right to reject any personnel assigned by Company to perform work under this Contract. If the right of rejection is exercised by the JEA Contract Administrator, Company shall submit for approval of the JEA Contract Administrator, the name or names of substitute personnel to fill the positions resulting from said rejection. The JEA Contract Administrator shall have the right to require the removal of Company's previously assigned personnel and Company shall promptly replace the same, subject to the JEA Contract Administrator's approval at no cost to JEA.

12.3. COMPANY'S LABOR RELATIONS

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

12.4. NONDISCRIMINATION

For the Term of the Contract, the Company represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age, handicap, disability, creed, political affiliation, gender, pregnancy condition, citizenship, marital status, genetic information, sexual orientation, gender identity, or any other protected characteristics established by law. The Company agrees that on written request, it will allow JEA reasonable access to the Company's records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided however, the Company shall not be required to produce, for inspection, records covering periods of time more than one (1) year before the Effective Date or expiration date of this Contract.

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

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

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

12.5. LEGAL WORKFORCE

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

12.6. PROHIBITED FUTURE EMPLOYMENT

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

13. MISCELLANEOUS PROVISIONS

13.1. APPLICABLE STATE LAW; VENUE; SEVERABILITY

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

Contract or any provision thereof shall take place in the State or Federal Courts located exclusively in Jacksonville, Duval County, Florida.

13.2. CONTINUING THE WORK

The Company shall carry on the Work and maintain the progress schedules during disputes or disagreements with JEA. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as JEA and Company may otherwise agree in writing. Suspension of the Work or portion thereof by Company shall entitle JEA to terminate the Contract for Default.

13.3. DISPUTES

If a dispute occurs between JEA and the Company over a contractual issue that cannot be mediated by the JEA Representative, the dispute shall be handled in accordance with Article 5 of the JEA Procurement Code.

13.4. ENTIRE AGREEMENT

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

13.5. HEADINGS

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

13.6. INDEPENDENT CONTRACTOR

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

13.7. LANGUAGE AND MEASUREMENTS

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

13.8. MEETINGS AND PUBLIC HEARINGS

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

13.9. NONEXCLUSIVE

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

13.10. REFERENCES

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

13.11. SEVERABILITY

In the event that any provision of this Contract is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable law, and the remainder of this Contract shall continue in full force and effect.

With regard to any provision in this agreement pertaining to damages, equitable or otherwise, it is the intent of the Parties that under no circumstances shall there be recovery for home office overhead. Any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

13.12. SUBCONTRACTING OR ASSIGNING OF CONTRACT

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

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

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

13.13. TIME AND DATE

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

13.14. TIME OF ESSENCE

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

13.15. WAIVER OF CLAIMS

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

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

14. SCOPE OF WORK

14.1. SCOPE OF WORK (APPENDIX A)

Technical Specifications and a Detailed Scope of Work are located in Appendix A of this document.

15. FORMS

15.1. 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.

16. EVALUATION MATRIX

16.1. EVALUATION MATRIX

The attached form is the matrix that will be used to evaluate all proposals submitted in response to this RFP.