Solicitation

For Participation in

Purchase and Implementation of JEA Backup and Recovery Solution and Associated Maintenance and Support

Jacksonville, FL

Solicitation Number 102-17

Mandatory Pre-Response Meeting in Person or Teleconference on July 10, 2017, at 9:00 a.m.

JEA Customer Center, 1st Floor, Room 002

21 W. Church Street, Jacksonville, FL 32202

OR

Dial In 1-888-714-6484

Passcode: 817050

Responses are due on August 1, 2017 by 12:00 pm

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

21 W. Church Street, Jacksonville, FL 32202

JEA will publicly open all Responses received from qualified Respondents on August 1, 2017 at 2:00 p.m. in the JEA Customer Center 1st Floor, Room 002, 21 W. Church Street, Jacksonville, FL

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Solicitation

1. INTENT TO NEGOTIATE (ITN)

1.1. INVITATION

1.1.1. SCOPE OF WORK

The purpose of this Invitation to Negotiate (the "ITN") is to solicit pricing and select a vendor (the "Company") that can provide services for a backup and recovery upgrade to the current server system at the best value and lowest price to JEA.

JEA is looking to overhaul the current server system backup architecture solution(s) that will allow JEA to easily and economically recover a portion or all content of a server using backups created and maintained at the main data center, or replicated backups from JEA's disaster recovery data center, or replicated backups from a remote location. The backed up data includes the necessary operating system, applications, and data components and any associated hardware to completely recover and restore backed up systems. The solution shall also include associated maintenance and support.

Respondents shall identify potential server system recovery tool(s) capable of providing JEA the ability to recover compromised files; as well as, the complete server from incremental and full backups and to do so within the established recovery time objective and recovery point objective service level agreements. The Response should address the vendor's ability to provide a tool set for backing up, storing, cataloging, life cycle retention, and recovering JEA's servers from backup data to include comprehensive reporting for the activities of each of these services.

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

1.1.2. BACKGROUND

JEA owns, operates and manages the electric system established by the City of Jacksonville, Florida in 1895. In June 1997, JEA also assumed operation of the water and sewer system previously managed by the City. JEA is Florida's largest municipally owned utility and the seventh largest municipal in the United States. JEA's electric system currently serves more than 445,000 customers in Jacksonville and parts of three adjacent counties. JEA's water system serves more than 325,000 water customers and 250,000 sewer customers, which is more than 80 percent of all water and sewer utility customers in our service area.

1.1.3. INVITATION TO NEGOTIATE

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

JEA ITN Title: Purchase and Implementation of JEA Backup and Recovery Solution and Associated Maintenance and Support
JEA ITN Number: 102-17

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

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

Response Due Date: August 1, 2017

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

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

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

ALL LATE RESPONSES FOR WHATEVER REASON WILL BE RETURNED UNOPENED.

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 Questions:
Buyer: Nickolas Dambrose
E-mail: dambnc@jea.com

Technical Questions:
Contact: Vivie Stamper
E-mail: stamva2@jea.com

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

There will be a mandatory Pre-Response meeting. All interested parties must attend or call into the Pre-Response meeting. Each Respondent will be required to sign in at the beginning of the meeting. A Respondent shall only sign in representing one (1) company, unless otherwise specified by JEA. A roll call will begin for the teleconference attendees immediately at the beginning of the meeting. Respondents not attending the Pre-Response meeting shall have their Responses rejected, and returned unopened.

Respondents shall be on time to the Pre-Response meeting and Respondents must be present at the starting time of the meeting. Respondents not arriving or answering the roll call on time for the meeting will have their Responses rejected, and returned unopened.

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

PRE-RESPONSE MEETING TIME: 9:00am
PRE-RESPONSE MEETING DATE: July 10, 2017

DIAL IN: 1-888-714-6484
PASSCODE: 817050

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

1.1.6. OPENING OF RESPONSES

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

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS

Respondent shall meet the following Minimum Qualifications to be considered eligible to submit a Response to this ITN. A Respondent not meeting all of the following criteria will have their Response rejected:

- Respondent shall demonstrate three (3) similar projects that were successfully implemented for the development, implementation, and support of a backup and recovery solution application, with multi-platform environments.
    - The similar projects must include Windows, VM, Databases, Linux, and Exadata/Exalogic, for a client with at least 200,000 customers or accounts, in the last seven (7) years ending May 31, 2017.

The three (3) project references provided in this Section shall also be evaluated in the PAST PERFORMANCE / COMPANY EXPERIENCE Section described further below.

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

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

1.2.2. NUMBER OF CONTRACTS TO BE AWARDED

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

1.2.3. REQUIRED FORMS TO BE SUBMITTED WITH RESPONSE

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

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

- Minimum Qualifications Form- This form can be found in Appendix B of this ITN
- Response Form- This can be found in Appendix B of this ITN
- Response Workbook- This can be found in Appendix B of this ITN
- List of JSEB Certified Firms (if any)
- List of Subcontractors/Shop Fabricators (if any)

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

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

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

1.3. EVALUATION METHODOLOGY

1.3.1. EVALUATION AND NEGOTIATION PROCESS

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

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

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

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

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

A Respondent that is included on the Short-list may be required, at the sole option of JEA, to make an oral presentation, provide additional written clarifications to its Response, or JEA may require site visits to Respondent's facilities. Oral presentations, hand-outs, and written clarifications will be attached to the Respondent's Response and will become a

part of the Response as if originally submitted. The CPO or his designee will initiate and schedule a time and location for any presentations which may be required.

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

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

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

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

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

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

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

1.3.2. ALTERNATE PROVISIONS AND CONDITIONS

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

1.4. SELECTION CRITERIA

1.4.1. PRICE

Maximum score for criterion is: 30 Points

Respondent shall provide a firm-fixed price quote for all Work in this ITN by completing the enclosed Appendix B Response Workbook. The prices shall include all profit, taxes, benefits, travel, and all other overhead items.

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

1.4.2. PROFESSIONAL STAFF EXPERIENCE

Maximum score for criterion is: 20 Points

Respondent shall provide three (3) team member resumes of the professional staff available to work on the scope of work described in this Solicitation. Resumes shall be for one (1) Implementation Manager, one (1) Senior Technical Advisor, and one (1) other Technical Advisor needed for JEA's scope of work. Persons whose resumes are submitted as a Team Member must actually perform the Work unless Respondent receives prior approval by the JEA Project Manager.

At a minimum, each resume shall present the following:

- Employee's name, title, number of years of experience;
- Applicable professional certifications, education, and depth of work experience;
- Identify any specialty or industry standards participation or technical process expertise

Within the depth of experience include the following details for each resume:

- Chair position in related Industry for Data / Information Standards
- Active participation in related Industry for Data /Information Standards
- Utility specific experience
- Utility asset data experience
- Number of UT Installs

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.

Respond in Respondent's own format

1.4.3. PAST PERFORMANCE/COMPANY EXPERIENCE

Maximum score for this criterion: 25 Points

- The project references submitted in Section 1.2.1 MINIMUM QUALIFICATIONS shall be used as the three (3) project references in this section. Contact information shall be provided for each project reference on Appendix B Response form. JEA may contact all references to verify and receive feedback that may be scored.

    - The similar projects shall demonstrate experience providing backup and recovery upgrade services with other utilities or other industries. The Respondent shall include copies of actual project related documents and provide the Total Number of Customers utilizing the Respondent's Solution / Application.

Respond on Appendix B Response Form

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

Maximum score for this criterion: 25 Points

1) **Project Management Plan and Implementation**
   Respondent shall provide a detailed and time bound Project Management and Implementation Plan that details and lists the hardware and software (see Appendix A - Project Management Plan and Implementation Methodology) that are needed to satisfy the following:
   a) Technical Requirements,
   b) Project Planning Requirements, and
   c) Business Continuity, Disaster Recovery, Service Level Agreements, Implementation, Contingency, as explained within Appendix A – Technical Specifications and Customer Data Protection Plan

2) Respondent shall provide the following items for the proposed Solution:
   a) Detailed description and diagrams of the proposed technical architecture for the solution
   b) How the solution will integrate with JEA's existing technology landscape
   c) Inventory of hardware, software and appliances to be obtained or which should continue to be used by JEA as part of the recommended server system backup solution
   d) Explanation for the purpose of each component in the recommended solution
   e) Detailed listing of required licensing to be purchased, i.e. initial purchase items, recurring maintenance items and general support
   f) Detailed Business Continuity Plan that answers the questions:
      a. How does the business continue if the system is down or not available?
      b. How does the Company plan to recover data or information while the application or system is down until the system comes back up?

3) Respondent shall explain how the proposed Solution addresses each of the following areas seen below:
   A) Backup:
      a) Software
      b) Hardware
      c) Network
      d) Operations
   B) Retention:
      a) Software
      b) Hardware
      c) Network
      d) Operations
   C) Restore:
      a) Software
      b) Hardware
      c) Network
      d) Operations
   D) Reporting:
      a) Software

b) Hardware
c) Network
d) Operations

Respond in Respondent's own format

1.4.5. TIE

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

1.5. GENERAL INSTRUCTIONS

1.5.1. SUBMITTING THE RESPONSE

The Respondent shall submit one (1) original Response, three (3) duplicates (hardcopies) and one (1) CD or flash drive. For the submitted electronic copy, the Respondent shall provide a tracked changes version of any terms and conditions comments and an excel version of the quotation of rates workbook. Combed binders are preferred. If there is a discrepancy between the electronic and the hard copy, the hard copy will prevail. JEA will not accept Responses transmitted via email. **IF RESPONDENT IS INTERESTED IN RECEIVING A RESPONSE FORM IN A WORD FORMAT, PLEASE EMAIL NICKOLAS DAMBROSE DAMBNC@JEA.COM WITH THE REQUEST. REQUESTS MUST BE MADE NO LATER THAN FIVE (5) BUSINESS DAYS BEFORE RESPONSE OPENING.**

1.5.2. ADDENDA

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

1.5.3. CONTRACT EXECUTION AND START OF WORK

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

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

1.5.4. DEFINED TERMS

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

1.5.5. EX PARTE COMMUNICATION

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

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

1.5.6. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY

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

A. That the individual signing the Response Form is a duly authorized agent or officer of the Respondent. Responses submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the Response Form, satisfactory evidence of authority to sign must be submitted upon request by JEA. If the Response is submitted by a partnership, the Response Form must be signed by a partner whose title must be listed under the signature. If an individual other than a partner signs the Response Form, satisfactory evidence of authority to sign must be submitted upon request by JEA.

B. That every aspect of the Response and the detailed schedule for the execution of the Work, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JEA assumes the responsibility.

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

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

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

1.5.7. ETHICS

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

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

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

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

In accordance with Florida Statutes Sec. 287.133, JEA shall reject Responses from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendor list maintained by the Florida Department of Management Services. JEA shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Respondent listed on the Convicted Vendor list for any transaction exceeding $35,000 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list.

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

1.5.8. JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

1.5.9. MATHEMATICAL ERRORS

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

1.5.10. MODIFICATION OR WITHDRAWAL OF RESPONSES

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

1.5.11. PROHIBITION AGAINST CONTINGENT FEES

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

1.5.12. PROTEST OF ITN AND AWARD PROCESS

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

1.5.13. RESERVATION OF RIGHTS TO JEA

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

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

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

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

JEA reserves the right to cancel or change the date and time announced for opening of Responses at any time prior to the time announced for the opening of Responses. JEA may Award the Contract in whole or in part. In such cases whenever JEA exercises any of these reservations, JEA will make a commercially reasonable effort to notify, in writing, all parties to whom ITNs were issued. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

1.5.14. SUNSHINE LAW

General:

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

Redacted Submissions:

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

In the event of a request for public records to which documents that are marked as confidential are responsive, JEA will provide the Redacted Copy to the requestor. If a requestor asserts a right to any redacted information, JEA will notify Respondent that such an assertion has been made. It is Respondent's responsibility to respond to the requestor to assert that the information in question is exempt from disclosure under applicable law. If JEA becomes subject to a demand

for discovery or disclosure of Respondent's redacted information under legal process. JEA shall give Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law.) Respondent shall be responsible for defending its determination that the redacted portions of its response are not subject to disclosure.

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

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

1.5.15. SUBCONTRACTORS

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

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

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

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

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

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

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

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

Subcontractors' insurance requirements stated in this section. Respondent shall submit subcontractors' Certificates of Insurance to JEA prior to allowing subcontractors to perform Work on JEA's job sites.

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

2. CONTRACT TERMS AND CONDITIONS

2.1. CONTRACT TERMS AND CONDITIONS

2.2. DEFINITIONS

2.2.1. DEFINITIONS

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

2.2.2. ACCEPTANCE

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

2.2.3. ADDENDUM/ADDENDA

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

2.2.4. ANNIVERSARY DATE

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

2.2.5. AWARD

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

2.2.6. CONTRACT

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

2.2.7. CONTRACT ADMINISTRATOR

The individual assigned by JEA to have authority to administer the Contract, including the authority to negotiate all elements of the Contract with the Company, authorize Change Orders within the maximum amount awarded, terminate

the Contract, seek remedies for nonperformance including termination, and otherwise act on behalf of JEA in all matters regarding the Contract. The Contract Administrator may authorize JEA Representative in writing to make minor changes to the Work with the intent of preventing Work disruption.

2.2.8. CONTRACT AMENDMENT

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

2.2.9. CONTRACT PRICE

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

2.2.10. CONTRACT TIME

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

2.2.11. DEFECT

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

2.2.12. HOLIDAYS

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

2.2.13. INVITATION TO NEGOTIATE

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

2.2.14. INVOICE

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

2.2.15. JEA

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

2.2.16. JEA REPRESENTATIVES

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

2.2.17. PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER

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

2.2.18. PERFORMANCE - TOP PERFORMANCE/PERFORMER

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

2.2.19. PERFORMANCE - UNACCEPTABLE PERFORMANCE/PERFORMER

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

2.2.20. PURCHASE ORDER (PO)

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

2.2.21. RESPONSE

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

2.2.22. RESPONDENT

The respondent to this Solicitation.

2.2.23. SUBCONTRACTOR

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

2.2.24. SOLICITATION

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

2.2.25. TASK ORDER

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

2.2.26. TERM

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

2.2.27. UNIT PRICES

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

2.2.28. WORK OR SCOPE OF SERVICES

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

2.3. CONTRACT DOCUMENTS

2.3.1. ORDER OF PRECEDENCE

The Contract shall consist of JEA's Contract and/or Purchase Order together with the Solicitation including, but not limited to, the executed Bid Documents, which shall be collectively referred to as the Contract Documents. This Contract is the complete agreement between the parties. 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 Documents
- Contract Amendments
- Exhibits to Contract Documents
- Addenda to JEA ITN
- Drawings associated with this ITN
- Exhibits and Attachments to this ITN
- Technical Specifications associated with this ITN
- Response 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.

2.3.2. PAYMENT METHOD- MILESTONE SCHEDULES/RETAINAGE

Upon Company's completion of and JEA's Acceptance of the completion of each predetermined Milestone, Company shall submit to JEA an Invoice for the amount/percentage corresponding to that Milestone described in this Document. The Milestone payment schedule associated with the Work or Services is as follows:

Item Number	Description	Milestone	% of Payment
1.0	Software Purchase	Award of Contract	100%
1.1	Hardware Purchase	Award of Contract	100%

1.01 and 1.11	Project Implementation	Planning, Analysis, and Design Completion	10%
1.01 and 1.11	Project Implementation	Construction Completion	10%
1.01 and 1.11	Project Implementation	Successful Testing Completion	20%
1.01 and 1.11	Project Implementation	Successful "Go live" Completion	30%
1.01 and 1.11	Project Implementation	Successful "Post" "Go Live" completion	Remaining 30% of 1.01 and 1.11
1.2	Training	Successful "Go live" Completion	100%
2.0 and 2.1	Hardware - Annual Maintenance Fee and Software - Annual Maintenance Fee	Remaining 4 contract years on all maintenance will be paid annually	2.0 (100% annually) 2.1 (100% annually)

As additional security for the proper performance of the Work or Services, JEA may deduct ten percent **(10%)** retainage, or such other amount allowable pursuant to Florida law, from the amount stipulated in the Invoice and accepted by JEA as eligible for payment.

For ongoing hardware and software maintenance, Company shall submit to JEA a yearly invoice in accord with the pricing submitted in Appendix B – Response Workbook.

2.3.3. COST SAVING PLAN

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

2.3.4. 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

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

2.3.5. INVOICING AND PAYMENT TERMS

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

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

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

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

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

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

2.3.6. JSEB - INVOICING AND PAYMENT

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

2.3.7. OFFSETS

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

2.3.8. TAXES

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

2.4. WARRANTIES AND REPRESENTATIONS

2.4.1. WARRANTY

The Company represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the Work, and that the performance of its obligations and duties hereunder does not and will not violate any 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 and 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 Documents.

The Company represents and warrants that its employees and Subcontractors shall exercise the degree of skill and care required by customarily accepted good practices and procedures.

The Company warrants that all items provided under the Contract shall be in accordance with the requirements of this Contract and services shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry. The Company warrants that the Work will meet the service levels, functional and performance requirements defined in 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, the Company shall again perform the Work directly affected by such failure at the Company's sole expense.

2.5. INSURANCE, INDEMNITY AND RISK OF LOSS

2.5.1. INSURANCE

INSURANCE REQUIREMENTS

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

Workers' Compensation

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

Commercial General Liability

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

Automobile Liability

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

Excess or Umbrella Liability

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

Professional Liability
Errors & Omissions; Insurance Limits: $1,000,000 each claim and $2,000,000 annual aggregate

Company's Commercial General Liability, Excess or Umbrella Liability, and Professional Liability policies shall be effective for two (2) 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 thirty (30) days after receipt of written notice by JEA.

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

2.5.2. INDEMNIFICATION (JEA STANDARD)

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

2.5.3. RISKS AND PROPERTY

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

2.6. TERM AND TERMINATION

2.7.1 TERM

Implementation Term – The Term for the implementation portion of the Contract shall be in force through completion of all Work, testing, JEA Acceptance and final payment, including resolution of all disputes, claims, or suits, if any.

Software and Hardware Service Term - The Term for the software service, hardware service, license and maintenance portion of the Contract shall commence on the ”Go Live Date” of the software services, 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.

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

2.6.1. TERMINATION FOR CONVENIENCE

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

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

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

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

2.6.2. 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.

2.7. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

2.7.1. 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

2.7.2. INTELLECTUAL PROPERTY

The Company grants to JEA an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of

the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party service provider) the Company's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

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

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

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

If, in any action or proceeding, the Work, or any part thereof, is held to constitute an infringement, the Company will, within 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 noninfringing Work or make modifications as necessary so that the Work no longer infringes.

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

2.7.3. PROPRIETARY INFORMATION

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

2.7.4. PUBLICITY AND ADVERTISING

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

2.7.5. PATENTS AND COPYRIGHTS

In consideration of ten dollars ($10.00), receipt and sufficiency is hereby acknowledged, Company shall hold harmless and indemnify JEA from and against liability or loss, including but not limited to any claims, judgments, court costs and attorneys' fees incurred in any claims, or any pretrial, trial or appellate proceedings on account of infringements of patents, copyrighted or uncopyrighted works, secret processes, trade secrets, patented or unpatented inventions, articles

or appliances, or allegations thereof, pertaining to the Services, or any part thereof, combinations thereof, processes therein or the use of any tools or implements used by Company.

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

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

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

2.7.6. 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.

2.8. LABOR

2.8.1. NONDISCRIMINATION

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

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

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

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

2.8.2. LEGAL WORKFORCE

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

2.8.3. PROHIBITED FUTURE EMPLOYMENT

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

2.8.4. HIRING OF OTHER PARTY'S EMPLOYEES

Each party recognizes that the other party has incurred or will incur significant expenses in training its own employees and agrees that it will not pursue or hire, without the other party's consent, the other party's employees or the employees of its subsidiaries for a period of two (2) years from the termination date of this Contract.

2.8.5. COMPANY'S LABOR RELATIONS

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

2.9. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

2.9.1. JEA ACCESS BADGES

If the scope of work described in this Contract requires a Company to access JEA facilities, each Company employee shall apply for a JEA access badge through JEA's Security Department. An appointment to obtain a JEA access badge can be made by contacting JEA Security at securitybadge@jea.com. Finally, JEA does not allow Company employees

to share JEA access badges. A Company whose employees are found to be sharing JEA access badges, will result in the Contract being terminated immediately for default. Additionally, JEA shall be notified within six (6) hours of a lost or stolen JEA security badge or when an employee leaves the Company. Report badge termination notifications to JEA Security at (904) 665-8200.

2.9.2. JEA CRITICAL INFRASTRUCTURE PROTECTION (CIP)

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

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

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

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

2.9.3. COMPANY REPRESENTATIVES

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

2.9.4. COMPANY REVIEW OF PROJECT REQUIREMENTS

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

2.9.5. LICENSES

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

2.9.6. SAFETY AND PROTECTION PRECAUTIONS

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

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

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

2.10. VENDOR PERFORMANCE EVALUATION

2.10.1. 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 online at JEA.com.

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

Frequency of Evaluations

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

Unacceptable Performance

- If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Contract Administrator and Chief Procurement Officer or his designated alternate will notify the Company of such in a letter. The Company shall have ten (10) days to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.
- Within thirty (30) days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company

by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Company's performance is described in the letter as meeting expectations, no further remedial action is required by the Company, as long as Company's performance continues to be Acceptable.

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

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

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

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

2.11. JEA RESPONSIBILITIES

2.11.1. SUSPENSION OF SERVICES

JEA may suspend the performance of the Services by providing Company with five (5) days' 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 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 for reasons other than the Company's negligence or failure to perform, shall not affect the Company's compensation as outlined in the Contract Documents.

2.11.2. FORCE MAJEURE

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

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

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

2.11.3. COORDINATION OF SERVICES PROVIDED BY JEA

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

2.12. MISCELLANEOUS PROVISIONS

2.12.1. AMBIGUOUS CONTRACT PROVISIONS

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

2.12.2. AMENDMENTS

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

2.12.3. APPLICABLE STATE LAW; VENUE; SEVERABILITY

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

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

2.12.4. CUMULATIVE REMEDIES

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

2.12.5. 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.

2.12.6. ENTIRE AGREEMENT

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

2.12.7. EXPANDED DEFINITIONS

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

2.12.8. HEADINGS

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

2.12.9. INDEPENDENT CONTRACTOR

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

2.12.10. LANGUAGE AND MEASUREMENTS

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

2.12.11. MEETINGS AND PUBLIC HEARINGS

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

2.12.12. NEGOTIATED CONTRACT

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

2.12.13. NONEXCLUSIVE

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

2.12.14. REFERENCES

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

2.12.15. RIGHT TO AUDIT AND FINANCIAL REPORTING

Accounting System

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

Audited Financial Statements

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

Content and Retention of Records

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

Inspection /Audit of Records

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

The Company shall at any time requested by JEA, whether during or after completion of this Contract, and at Company's own expense make such records available for inspection and audit (including copies and extracts of records as required) by JEA. Such records shall be made available to JEA during normal business hours at the Company's office or place of business in a workspace suitable for the audit and [subject to a three (3) day written notice/without prior notice]. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for JEA. The Company agrees to have knowledgeable personnel available to answer questions for the auditors during the time they are performing the

audit and for a period of two (2) weeks thereafter. Company shall ensure JEA has these rights with Company's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Company and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Company's obligations to JEA.

Cost of Audits

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

Billing Adjustments and Recoveries

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

Failure to Comply

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

2.12.16. SEVERABILITY

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

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

2.12.17. SUBCONTRACTING OR ASSIGNING OF CONTRACT

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

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

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

2.12.18. SURVIVAL

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

2.12.19. TIME AND DATE

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

2.12.20. TIME OF ESSENCE

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

2.12.21. WAIVER OF CLAIMS

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

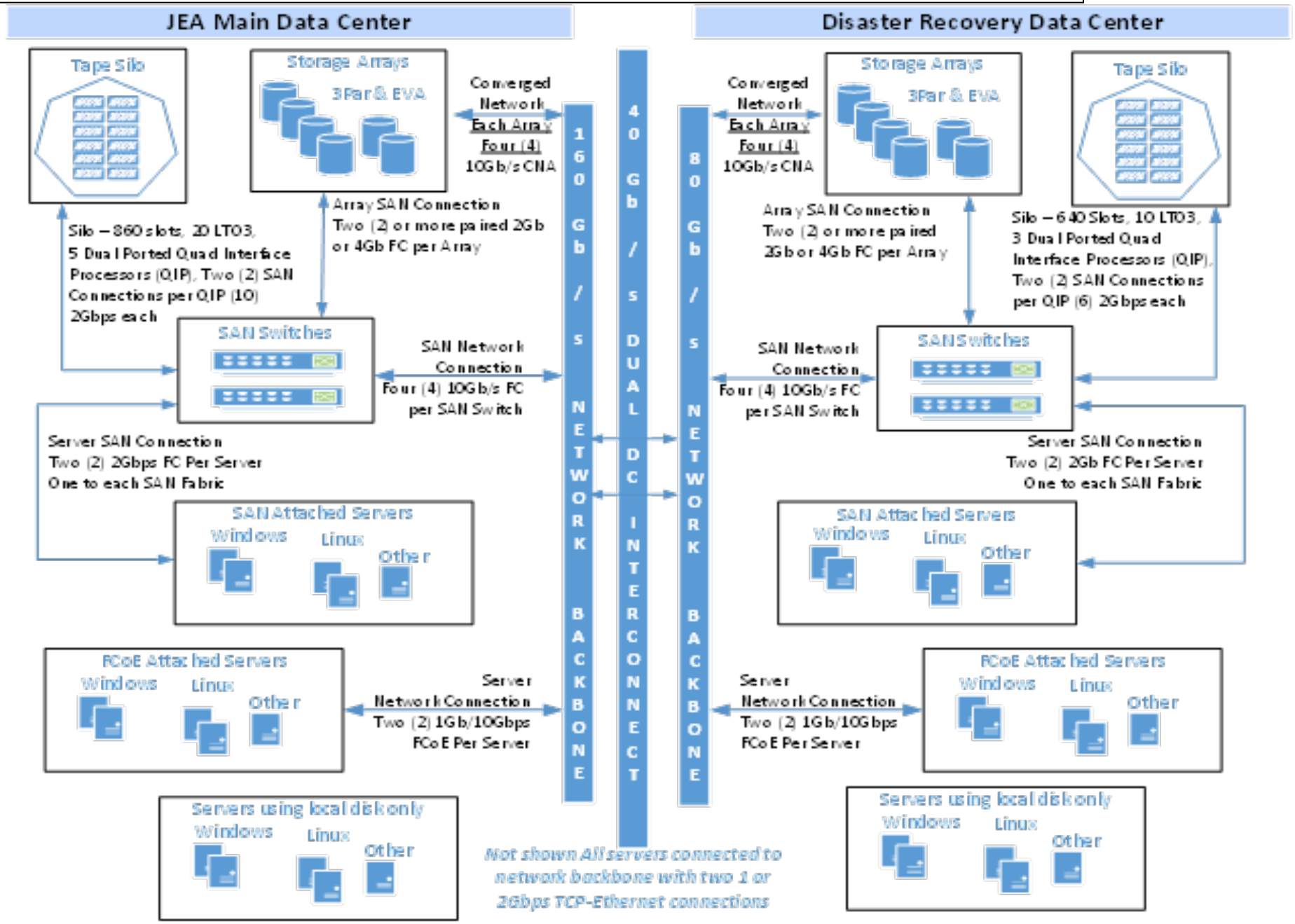
The Company's obligations to perform and complete the Work in accordance with the Contract shall be absolute. None of the following will constitute a waiver of any of JEA's rights under the Contract: approval of payments, including final payment; Certificate of Contract Completion; any use of the Work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

3. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

4. ADDITIONAL FORMS

- Appendix B Minimum Qualification Form
- Appendix B Response Form

JEA Solicitation #102-17 Backup and Recovery Upgrade
Appendix A – Current State Diagram: JEA's Main Data Center, Disaster Recovery data center network, and SAN infrastructure



102-17 Purchase and Implementation of JEA Backup and Recovery Solution and Associated Maintenance and Support
Appendix A – Project Plan and Implementation Methodology

1. Initial Setup (Implementation)
1.1 Project Plan
The Company will be required to provide professional services during the Planning, Analysis, Design, Implementation, and Testing of the hosted solution. JEA's expectation is that a successful implementation plan shall include a significant onsite installation component.
The Company is required to plan the implementation and abide to JEA's Change Management Procedures in such a manner as to provide NO outages to JEA's business operations during normal business hours. Any outages will need to be pre-approved and planned after business hours. Please note that customer impacting events need to take place during pre-approved windows in order to minimize customer impact.

Professional Services should include the following at a minimum (below is not an all-inclusive list).

- Weekly Core and Technical Team meetings
- Weekly Status Reports & Project Plan Updates
- Design, document and provide assistance in the implementation of JEA's hosted solution.
- Participate in working requirements gathering and JAD sessions.
- Migrate content where appropriate (templates, menus, and functionality).
- Pre-cutover meetings
- An installation schedule
- Testing of installation
- Coordination with all service providers connecting to the system for correct provisioning and cutover
- End-user training (if necessary) on all applicable systems before, during and after cutover
  - Any training in response to a necessary upgrade and/or (any) bug fixes shall be provided at no additional charge.
- Administrative user training for no less than two designated JEA administrators
  - Any training in response to a necessary upgrade and/or (any) bug fixes shall be provided at no additional charge.
- Provision for "Help Desk" staffing during each installation cutover
- The chosen Company must be responsible for immediate response of Company created outages
- Provide complete implementation documentation, as outlined within JEA's Project Management Methodology - including system administration manuals, quick reference guides and as built drawings.

Company needs to document and identify the detail steps to follow should the system implementation not go as planned. How do you get the system back to the state it was before the implementation began? Indicate who will be notified and what the next course of action should be.

1.2. Approach, Timeline and Service Deliverables
To ensure alignment in regards to project delivery, below you will find JEA's Project Methodology. This methodology will be followed during the project. We also understand that there may be some instances during the project where Agile may be appropriate.

- **Planning:**

  In summary, the primary activities accomplished during *Planning* include:
  - Complete the environmental information gathering
  - Define the Project Communications Process
  - Identify Initial Projects Risks
  - Identify Initial Project Costs
  - Develop Statement of Work (SOW) and Procurement Documentation for RFP
  - Define the Master Project Plan and WBS

  The following deliverables will be created during the *Planning* phase:
  - Draft High Level Business Requirements
  - Communications Plan
  - Roles, Responsibilities and Deliverables
  - Scope Document
  - Statement of Work and RFP
  - Master Project Plan and WBS

- **Analysis:**

  In summary, the primary activities accomplished during *Analysis* include:

  - Complete a review of JEA's current business processes
  - Complete Functional Analysis and document findings
  - Complete Technical Analysis and document findings
  - True-Up Detailed Requirements Document
  - Complete Current Jea.com Hosting functionality review
  - Complete Fit-Gap Analysis
  - Update Master Project Plan and WBS

  The following deliverables will be created during *Analysis* phase:

  - Draft Detailed Solution Architectural Design (SAD) document to include the High Level Logical Design and Capacity Plan
  - Draft Acquisition Plan
  - Draft CVR (Customer Valid Requirements) Traceability Matrix
  - Draft changes to business process maps
  - Provide business process mitigation plan
  - Detailed Requirements Document Approval
  - Updated Master Project Plan and Master Project Schedule
  - Final Project Review Matrix

- **Design:**

  In summary, the primary activities accomplished during *Design* include:

  - Finalize Detailed Design
  - Finalize Capacity Plan
  - Business Continuity Plan
    -JEA expects the plan to integrate with JEA's current system functionality as detailed in Appendix A – Technical Specifications and to be fully functional from any of its designated recovery sites.
  - Update Master Project Plan and WBS
  - Update Testing Steps/Scripts for Traceability
  - Develop Implementation and Contingency Plan
  - Develop Test Plan
  - Develop Use Cases
  - Develop Conversion Plan
  - Develop Disaster Recovery Plan
    JEA expects the plan to integrate with JEA's current system functionality as detailed in Appendix A – Technical Specifications and to be fully functional from any of its designated recovery sites.

  The following deliverables will be created during *Design* phase:

  - Draft Implementation and Contingency Plan
  - Draft Functional Test Plan
  - Draft Technical Test Plan
  - Draft the System/Integration Test Plan
  - Draft Disaster Recovery Plan
    JEA expects the plan to integrate with JEA's current system functionality as detailed in Appendix A – Technical Specifications and to be fully functional from any of its designated recovery sites.
  - Draft Conversion Plan
  - Draft Performance/Load Testing Plan
  - Final Solution Architectural Design document including final Capacity Plan
  - Final Detailed Requirements
  - Final Acquisition Plan
  - Final Business Continuity Plan
    JEA expects the plan to integrate with JEA's current system functionality as detailed in Appendix A – Technical Specifications and to be fully functional from any of its designated recovery sites.
  - Updated Master Project Plan and Master Project Schedule.

- Use Case Documents
- Project Executive Summary Approval

- **Construction:**

  In summary, the primary activities accomplished during *Construction* include:

  - Complete Setup/Configuration changes
  - True-up Test Plan with test case details
  - True-up Architectural Design
  - True-up Training Plan - Any training in response to a necessary upgrade and/or (any) bug fixes shall be provided at no additional charge.
  - Update Conversion Plan
  - Update the Implementation and Contingency Plan
  - Update Master Project Plan and WBS

  The following deliverables will be created during *Construction* phase:

  - Updated Implementation and Contingency Plan
  - Updated Conversion Plan
  - Updated Testing Steps/Scripts
  - Updated Master Project Plan and WBS
  - Final Test Plan to include detailed test scripts/cases
  - Input requirements, detail requirements, and test scripts/cases in HPQC/TFS
  - Final Training Plan - - Any training in response to a necessary upgrade and/or (any) bug fixes shall be provided at no additional charge.
  - Project Code (source code)

- **Testing:**

  In summary, the primary activities accomplished during *Testing* include:

  - True-up Architectural Design
  - True-up the Implementation and Contingency Plan
  - True-up the Conversion Plan
  - Mock Cutovers
  - User Acceptance Testing

  The following deliverables will be created during *Testing* phase:

  - Testing Steps/Scripts Traceability (updated with UAT)
  - Test Analysis Report
  - Test Phase Approval Form
  - Final Implementation and Contingency Plan
  - Final Conversion Plan
  - Updated Master Project Plan and Master Project Schedule.
  - Operators Manual
  - Technical Manual
  - User's Manual
  - Project Code

- **Start-Up:**

  In summary, the primary activities accomplished during *Start-up* include:

  - Prepare code to deploy to production
  - True-up Architectural Design
  - Obtain CM Approval
  - Coordinate Start-up

  The following deliverables will be created during *Start-up* phase:

  - Provide Issues Log

- Provide necessary work-arounds
- CM Approval Verification

- **Turn-Over:**

  In summary, the primary activities accomplished during *Turn-Over* include:

  - Complete Lessons Learned
  - True-Up As-Built schematics
  - True-up Disaster Recovery Plan

  The following deliverables will be created during *Turn-Over* phase:

  - Code and Application moved to Production
  - Architectural Design (as-built) document.
  - Final CVR Traceability Matrix
  - Final Master Project Plan and Master Project Schedule
  - Final Disaster Recovery Plan
  - Lesson Learned Document

1.3 **Implementation and Contingency Plan:**

Implementation Plan – Respondent shall document:

- Project Description
- Implementation Team (Name, Roles, Contact Numbers)
- Implementation Tasks/Activities (Task Name, Responsibility, Completion Date)
- Security Process or issue related to implementation
- Hardware – Identify hardware required for successful implementation (date ordered, received)
- Software – Identify software required for successful implementation (date ordered, received)
- Facility/location (resource, hours, days, and date needed)
- Notice of Success - who is to be notified of successful implementation

Solicitation Number 102-17

Purchase and Implementation of JEA Backup and Recovery Solution and Associated Maintenance and Support

#102-17 Appendix A – Technical Requirements List

Technical Requirement	In Compliance? (Insert a "Y" below to confirm compliance)	In Compliance? (Insert an "N" below to confirm non-compliance)
1. Provide primary backup storage at main site and replication to a redundant storage at the DR site, (i.e. vaulting)		
2. Supports a scalable multi-petabyte enterprise environment		
3. Backup data to multiple target locations: public, private and hybrid cloud		
4. Backup can be selectively/support any combination of a scheduled, incremental, or differential backup to local onsite storage disk and/or to external cloud storage utilizing Block-level data de-duplication selectively at source or at target		
5. Must be able to support the full, incremental and differential backup cycles		
6. Must be able to support the full, incremental and differential backup cycles		
7. Backup can be any combination of a scheduled full or incremental or differential		
8. Performs back-up data check-sum and file size verification processes		
9. Backup Exchange in a clustered environment		
10. Backup to multiple mass storage and media types		
11. Backup of open/locked files without corruption		
12. Successfully operates and allows for multi-domain/multi-forest level setups		
13. Backup will selectively compress and/or de-duplicate files selectively at the source or target		
14. Automatically or manually duplicate or migrate data from backup media to single or multiple offsite storage locations		
15. Perform disk-to-disk backup via iSCSI or FC SAN in sharing mode		
16. Support raw device backup – on Windows, Linux and Unix (AIX, Solaris & HPUX)		
17. Support consolidated (synthetic) backup – for file system data on all platforms.		
18. Ability to configure automated backups for specific days and weeks within a month, while maintaining a simplified methodology for complex date scenarios		
19. Supports Bare Metal Recovery		
20. Support heterogeneous application environments SQL, File server, Exchange, Share-point, Exadata/Exalogic		
21. Integrates with MS-SQL		

22. VMware block-level backups		
23. Full back up and restoration capabilities management from any location		
24. Store and track source file metadata used for recovery operations		
25. Master system must maintain a database for all backup/restore meta-data		
26. Manage all master systems from different locations using graphical user interface technology		
27. Capability to backup Index /file catalogue take offline and compress		
32. Capability to compress index files automatically or by policy		
33. Capability to import/scan the indexes using GUI without having to resort to the use of CLI operations		
34. Capability to support and manage snap shot and file based backups, while maintaining granular file level recovery		
35. Supports heterogeneous agents, Media Servers, Master Servers, NDMP, Encryption (data in transit and at rest), Database Agents, VMware and Hyper-V Agents.		
36. Ability to support flexible bandwidth scheduling		
37. Ability to support bandwidth compression		
38. Ability to support Physical to Virtual provisioning for virtual environments		
39. Supports Email notification and SNMP monitoring		
40. Supports archiving to disk. (Archiving is defined as the removal of “old” files to a removable media)		
41. Supports discovery and protection/backup of new VMs and database instances		
42. Supports Auto Image Replication (AIR)		
43. Supports accelerator software for file systems		
44. The solution must be managed from a single interface. A “single pane of glass” (one console) will be used to monitor backup status, notifications, and any reporting for all backup types		
45. Supports Microsoft Active Directory for all authentication/credentials		
46. Compatible for Windows Server or Red Hat Linux operating system hosts		
47. Backup and restore Microsoft Windows operating systems with the oldest version being Windows Server 2003		
48. Backup and restore Red Hat Linux operating systems with the oldest version being RHEL 4		

49. Backup and restore Hewlett Packard Unix systems with the oldest version being HPUX 11.11		
50. Backup and restore Oracle's Linux operating system oldest version OL6/ZFS backup tool		
51. The solution should provide migration tools for existing data sets		
52. Backup and recovery of VMware® vSphere® Virtual Volumes TM (VVOLs)		
53. Supports Window Server operating systems 32 and 64 bit		
54. Supports Microsoft Exchange & OWA Systems		
55. Supports Red Hat Linux Operating Systems running 32 bit and 64 bit		
56. Supports Xen Virtual Server Systems		
57. Supports Hyper-V releases		
58. Supports Oracle DBMS/RMAN		
59. Supports HP ProLiant BL, DL, ML series servers		
60. Scalable, distributed architecture enabling high-performance backup to direct or SAN attached devices without scripting		
61. Supports leading connectivity protocols SAN, iSCSI / FC, NAS, Ethernet (10/100/1000/10000 BaseT)		
62. 100 mailbox licenses to be included in the solution, of individual mailbox restore (MS Exchange) scalable to 250 Mailboxes		
63. Supports storage protocols such as NDMP (version 3 & above).		
64. (need to develop interoperability matrix with storage appliance firmware/OS release compliance and specify specific features advantages)		
65. The software should be able to restore from alternative media without restaging through the disk		
66. Supports menu-driven procedures for restoring data to alternate paths or systems to simplify disaster recovery and recovery simulation		
67. Supports point in time recovery		
68. All backup media and catalogs must be importable and searchable		
69. The solution should provide the ability to create configurable reports		
71. Logging information is filterable and can be output into text, HTML, or spreadsheet-usable formats to facilitate the creation of graph and pie chart to enhance the report for storage resource planning		
72. Reporting capabilities: Full job completion report		

73. Daily overview of the all backup/restore/migrate jobs that were successful, partially successful and failed for each day.		
74. Provide daily overview of the all backup/restore/migrate jobs that was partially successful and failed for consecutive days/complete week.		
75. Provide overview of the total data volumes that were backed up for each day		
76. Provide average full utilization report. Listing of the average amount of data stored on select media		
77. Provide storage performance report		
78. Ability to add customized reports without any additional of another or 3rd party reporting module		
79. Provide Solution Architectural Design Document		
80. Application/System data types shall be identified and classified by the business and approved by Information Security according to TS Information Protection Policy		
81. Application/System project team shall provide a list of security groups with assigned rights during the Turnover phase before completion of the project		
82. Application/System project team shall provide a list of security groups with business owner signed approval for rights and membership during the Turnover phase before completion of the project		
83. Application/System shall provide classification of data types in the application or system to be included in the SAD and provided to Information Security during requirements development		
84. The application or system shall provide the ability to authenticate the user to the application or system through Active Directory using LDAP		
85. The application or system rights and responsibilities for users shall be managed through security groups in Active Directory		
86. Changes to the Application or System Active Directory security groups shall be reflected in the Application using LDAP		
87. All application or system security groups shall have a named data owner for approval of access to each security privilege		
88. User access to the application or system shall terminate when the user accounts are disabled in Active Directory		
89. Application or system new user accounts shall be created automatically through LDAP when the user accounts are created in Active Directory		
90. Application or system data types shall be identified and classified by the business and approved by Information Security according to TS Information Protection Policy		

91. Application or system shall provide the ability to encrypt confidential data in the database		
92. Application or system access to public information in the application/system or by the application/system shall not require a password or centralized administration		
93. Application or system shall provide the ability to encrypt confidential data in the database		
94. Application or system access to public information in the application/system or by the application/system shall not require a password or centralized administration		
95. Application or system access to company information shall require a network login and password		
96. Application or system shall provide a centralized security administration		
97. Application or system shall generate an electronic and printable report of security groups with all assigned users		
98. Application or system shall generate an electronic and printable report of assigned users with their security groups		
99. Applications or systems that have company use or above data shall enable logging for System Administrator Accounts and Security Administrator Accounts		
100. Application or system project team shall provide a list of security groups with assigned rights during the Turnover phase before completion of the project		
101. Application or system project team shall provide a list of security groups with business owner signed approval for rights and membership during the Turnover phase before completion of the project		
102. Application or system shall provide classification of data types in the application or system to be included in the SAD and provided to Information Security during requirements development		
103. The application or system shall provide the ability to have passwords in configuration files		
104. Application or system passwords shall not be hard coded in the Application or system		
105. Multi Tier Web application		
106. Web Application is 2-Tier (Presentation and Application are on the same server and database is on a separate server)		
107. Web Application is 3-Tier (Presentation on own server, application on own server and databases are on their own server)		
108. All external facing applications will be secured using a Trusted Certificate Authority		
109. All external facing applications must be proxied through Corporate Reverse Proxy solution		

110. Must protect against SQL Injection, all inputs to DB queries validated and queries performed by parameters or stored procedure		
111. Runtime environment should not be susceptible to buffer overflows		
112. The application must protect against Cross Site Scripting attacks		
113. The application may not use persistent cookies		
114. Log out users as soon as they leave the site		
115. Application should not allow simultaneous log-ins		
116. Database information should not be stored in global.asa		
117. Cross site scripting prevented, all input fields validated		
118. SQL Injection prevention, all inputs to DB queries validated and queries performed by parameters or stored procedure		
119. Applications must use stored procedures to access databases		
120. No caching of sensitive customer information		
121. Applications should use input validation for data entry fields		
122. Passwords must be encrypted in storage and in transmission		
123. Passwords must not be hard-coded into operating programs, applications or stored in batch files		
124. Passwords must not be embedded in any automated login process, stored in a macro or function key		
125. All authentication credentials for accessing services external to the application are encrypted and stored in a protected location (not in source code)		
126. Require passwords to meet complexity rules. The password must contain at least three of the following four character sets: 1. Lowercase Letters 2. Uppercase Letters 3. Numbers 4. Special Characters		
127. Internal (Corporate) users must change their passwords at least once every 90 days		
128. External customers must change their passwords at least once every 365 days.		
129. Must implement some kind of brute-force protection on login page, e.g. CAPTCHA		
130. Must have a secure policy for password recovery (e.g. not simply a "secret question")		
131. Ability to restore individual SharePoint objects		

132. Ability to restore Exchange mailboxes to the individual email level		
133. Provide a mechanism for reporting archive status		
134. Provide a means for audit reporting based on categories including but not limited to file size, type, location, age, last accessed		
135. Ability to provide credits for existing licenses if applicable		
136. Preferred Backup & Restore be modular in architecture, allowing for components functionality to be added and removed as determined necessary by JEA. This includes appropriate decrease and increase in licensing fees and resource requirements respectively		
137. Ability to notify the user and super user with any failure in the backup process		
138. Supports time-based reporting (daily, weekly, and annually)		

APPENDIX A- TECHNICAL SPECIFICATIONS

ITN 102-17 Purchase and Implementation of JEA Backup and Recovery Solution and Associated Maintenance and Support

SCOPE OF WORK

The purpose of this RFP is for JEA to select a Respondent to provide a backup and recovery solution ("Solution") to include, but not limited to comprehensive reporting for all backup/recovery phases.

JEA is looking to overhaul the current server system backup architecture seeking a Solution that will allow JEA to easily and economically recover a portion or all content of a server using backups created and maintained at the main data center, or replicated backups from JEA's disaster recovery data center, or replicated backups from a remote location away from the Jacksonville, Florida region. The backed up data includes the necessary operating system, applications, and data components to completely recover and restore the backed up system to an entirely separate hardware platform. This is known as "cold iron" or "bare metal" restore. The solution shall provide backup, recovery and reporting services for all JEA Microsoft Windows, Red Hat Linux, Oracle Linux, VMware and Citrix servers. The solution must also support the aforementioned software running on HP commodity, Oracle ZFS in addition to Oracle Exalogic and Exadata platforms. End users shall have the ability to backup and recover their own data.

With this Solicitation, JEA requests a comprehensive Solution to satisfy the high level requirements of JEA's Server Backup and Recovery system. As indicated within Appendix B – Response Workbook, JEA anticipates the Solution to consist of three parts: Initial Setup (Implementation)(1), Hardware and Software(2), and Ongoing Maintenance (3). Additional ad hoc training may be required.

The Respondent must be available to begin work thirty (30) days or less from the Notice to Proceed (NTP). The date work begins will also be contingent upon when JEA resources are ready to begin work.

JEA CURRENT STATE

A diagram depicting the current Backup and Recovery Environment of JEA's Main data center and Disaster Recovery data center network and SAN infrastructure is available for review in Appendix A – Current State Diagram of this document. The environment depicted in Appendix A – Current State Diagram reflects JEA's current and planned Ethernet topology. Everywhere possible JEA will deploy Fiber Channel over Ethernet (FCoE) replacing the current SAN based Fibre Channel infrastructure.

The basic methodology of JEA's current server system backup is as follows:

1. Full backups are conducted on a weekly basis. The SLA designated day of the week and start time is Friday at 6:00 PM and the designated SLA completion time is Monday at 6:00 AM.
2. Full and incremental backups are governed with the SLA which begins daily at 6:00 PM to be completed the following morning by 6:00AM.
3. Oracle RMAN tool is used to create backup sets and backup pieces of the Oracle databases which include data files, archived redo logs, control files, server parameter files, etc. RMAN files are written to server disk partitions.
4. The Exadata and Exalogic environments will be backed-up utilizing a local ZFS appliance at each data center.
5. Microsoft SQL 2014 database backup tool is used to create SQL data backups and transaction logs which are written to server disk partitions.
6. The Microsoft SharePoint 2013 environment is backed-up by DocAve then written to disk server partitions.
7. Using clients installed on each of the servers, scheduled Veritas NetBackup jobs back up each of the server operating system and the contents of each disk partition to tapes in the Spectralogic T950 tape library. This includes the files created from the database backup jobs and stored on server disk partitions.
8. These tape backups stored in the Spectralogic T950 tape library at JEA's Main Data Center are subsequently copied to tapes stored in JEA's second Spectralogic T950 tape library located in JEA's Disaster Recovery Data Center.
9. The contents of the tapes are retained for two (2) months at which time the tapes are recycled to the scratch pool to be used again for subsequent backups and need to be able to scale up to six months of retention.

JEA Volumes, Counts and Frequencies:

Server Backup Demographics

Number of Physical Servers:	- 322
Number of Virtual Servers (VMware)	- 493
Networked Attached Storage Arrays:	
#1 Main Data Center (production)	- 16.3 TB active space
#2 Main Data Center (development)	- 16.1 TB active space
#3 Main Data Center (production)	- 169.4 TB active space
#4 Main Data Center (production)	- 43.5 TB active space
#5 Disaster Recovery Data Center	- 26.1 TB active space
#6 Disaster Recovery Data Center	- 200.1 TB active space
#7 Disaster Recovery Data Center	- 200.1 TB active space

Hardware and software components currently participating in server system backup and recovery

Seven (7) HP/3Par and HP/EVA Disk Arrays
Two (2) Spectralogic T950s, one with 20 and the other with 10 LTO3 tape drives
Cisco EGRIP/Ethernet/FCoE/SAN/Converged networks
Oracle DBMS RMON version 10.2, 11.2, 11.3, 12.1
Microsoft SQL Server 2008, 2008 R2, 2012, 2014
Veritas NetBackup Release 7.7.3
NetBackup Media servers Red Hat Linux Release 5 and Windows 2008 R2

Typical Weekly Full Backups

SLA Window of Time	- Friday 00:01 Hours – Sunday 00:01 Hours
SLA Wall Clock Hours	- 72
Number of Servers in Observation	- 500
Number of Disk Partitions	- 1,600
Number of Bytes Backed Up	- 85 Terabytes
Cumulative Hours Completed	- 1790
Wall Clock Hours Completed	- 69

Typical Daily Full Backups

SLA Window of Time:	- Daily 18:00 Hours to next day 06:00 Hours
SLA Wall Clock Hours:	- 12
Day of Week 1: Num Servers:	- 2
Day of Week 1: Num Disk Partitions:	- 5
Day of Week 1: Num Bytes Backed up:	- 0.5 TB
Day of Week 1: Process Hours to Complete	- 7.9
Day of Week 1: Wall Clock Hours to Complete:	- 11.1
Day of Week 2: Num Servers:	- 2
Day of Week 2: Num Disk Partitions:	- 5
Day of Week 2: Num Bytes Backed up:	- 0.5 TB
Day of Week 2: Process Hours to Complete	- 6.8
Day of Week 2: Wall Clock Hours to Complete:	- 10.75
Day of Week 3: Num Servers:	- 2
Day of Week 3: Num Disk Partitions:	- 6
Day of Week 3: Num Bytes Backed up:	- 0.05 TB
Day of Week 3: Process Hours to Complete	- 5.3
Day of Week 3: Wall Clock Hours to Complete:	- 0.75
Day of Week 4: Num Servers:	- 12
Day of Week 4: Num Disk Partitions:	- 14
Day of Week 4: Num Bytes Backed up:	- 1.0 TB
Day of Week 4: Process Hours to Complete	- 13.1
Day of Week 4: Wall Clock Hours to Complete:	- 14.75

Typical Daily Differential Backups

SLA Window of Time:	- Daily 17:00 Hours to next day 06:00 Hours
SLA Wall Clock Hours:	- 12
Day of Week 1: Num Servers:	- 121
Day of Week 1: Num Disk Partitions:	- 721
Day of Week 1: Num Disk Partitions zero bytes:	- 476
Day of Week 1: Num Bytes Backed up:	- 2.5 TB
Day of Week 1: Process Hours to Complete	- 64.6
Day of Week 1: Wall Clock Hours to Complete:	- 17.2
Day of Week 2: Num Servers:	- 257
Day of Week 2: Num Disk Partitions:	- 1210
Day of Week 2: Num Disk Partitions zero bytes:	- 630
Day of Week 2: Num Bytes Backed up:	- 10.0 TB
Day of Week 2: Process Hours to Complete	- 247.7
Day of Week 2: Wall Clock Hours to Complete:	- 23.75
Day of Week 3: Num Servers:	- 257
Day of Week 3: Num Disk Partitions:	- 1193
Day of Week 3: Num Disk Partitions zero bytes:	- 617
Day of Week 3: Num Bytes Backed up:	- 7.1 TB
Day of Week 3: Process Hours to Complete	- 167.1
Day of Week 3: Wall Clock Hours to Complete:	- 22.5
Day of Week 4: Num Servers:	- 152
Day of Week 4: Num Disk Partitions:	- 872
Day of Week 4: Num Disk Partitions zero bytes:	- 544
Day of Week 4: Num Bytes Backed up:	- 5 TB
Day of Week 4: Process Hours to Complete	- 88.5
Day of Week 4: Wall Clock Hours to Complete:	- 7.1

Typical Daily Incremental Backups

SLA Window of Time:	- Daily 17:00 Hours to next day 06:00 Hours
SLA Walk Clock Hours:	- 12
Day of Week 1: Num Servers:	- 208
Day of Week 1: Num Disk Partitions:	- 215
Day of Week 1: Num Disk Partitions zero bytes:	- 2
Day of Week 1: Num Bytes Backed up:	- 1.0 TB
Day of Week 1: Process Hours to Complete	- 12.0
Day of Week 1: Wall Clock Hours to Complete:	- 6.0
Day of Week 2: Num Servers:	- 253
Day of Week 2: Num Disk Partitions:	- 263
Day of Week 2: Num Disk Partitions zero bytes:	- 10
Day of Week 2: Num Bytes Backed up:	- 1.5 TB
Day of Week 2: Process Hours to Complete	- 54.6
Day of Week 2: Wall Clock Hours to Complete:	- 17.1
Day of Week 3: Num Servers:	- 232
Day of Week 3: Num Disk Partitions:	- 323
Day of Week 3: Num Disk Partitions zero bytes:	- 13
Day of Week 3: Num Bytes Backed up:	- 0.9 TB
Day of Week 3: Process Hours to Complete	- 133.8
Day of Week 3: Wall Clock Hours to Complete:	- 17.1
Day of Week 4: Num Servers:	- 69
Day of Week 4: Num Disk Partitions:	- 70
Day of Week 4: Num Disk Partitions zero bytes:	- 4
Day of Week 4: Num Bytes Backed up:	- 0.2 TB
Day of Week 4: Process Hours to Complete	- 142.2
Day of Week 4: Wall Clock Hours to Complete:	- 1.4

3 month average of protected data for all platforms	-109.46 TB
3 month average of protected data for Linux/Unix	- 30.92TB
3 month average of protected data for Windows	-38.58TB
3 month average of protected data for MS-Exchange	-2.18TB
3 month average of protected data for VMWare	-37.77

Technical Requirements:

The Tehnical Requirements listed in Appendix A – Technical Requirements List shall be fully compliant prior to JEA's final acceptance of work.

Implementation Requirements:

Implementation Requirements are contained within Appendix A – Project Plan and Implementation Methodology.

Security Requirements:

1. The Company must be SSAE 16 SOC Type 2 Compliant
2. The Company Data must only be stored within the Continental United States

Data Integration Requirements:

1. Ability to allow JEA to leverage existing backup reporting tools.
2. Automatic ticketing system for failed backups with ServiceNo.

Specific Operating Requirements:

Operate within the revised SLAs as follows:

1. Current Weekly -- Backups begin Friday at 6:00 PM – Complete Monday by 6:00 AM
2. Revised Weekly -- Backups begin Friday at 6:00 PM – Complete Saturday by 6:00 PM
3. Current Daily -- Backups begin Daily at 6:00 PM – Complete next day by 6:00 AM
4. Revised Daily -- Backups begin Daily at 6:00 PM – Complete same day

Operate with the planned increase load as follows:

1. Current ~85TB 2. Ability to scale up to ~ 200TB

Complete backup and recovery/restore services:

1. Backup and recovery/restore support for all JEA's server operating systems. This includes backing up, storing, cataloging, life cycle retention, and completely recovering of all JEA's servers from backup data to include comprehensive reporting for the activities of each of these phases. The recovery methodology includes the process of reformatting a computer from scratch after a catastrophic failure. This process involves recovering the servers boot capability, recovering the full operating system and software applications, and then restoring data and settings as of the time of the last backup.
2. All releases Windows Server Operating System to specifically include:
   Windows Server 2016, 2012 R2, 2012, 2008R2, 2008, 2003R2, 2003.
3. All releases Windows SQL Server to specifically include:
   Windows SQL Server 2014, 2012, 2008 R2, 2008
4. All releases Red Hat Linux Server Operating Systems to specifically include:
   RHEL Releases 7.0 through 7.2 and newer releases;
   RHEL Releases 6.0 through 6.8;

RHEL Releases 5.0 through 5.11;
RHEL Release 4 and Updates 1 through 9;
RHEL Release 3 and Updates 1 through 9.

5. Hewlett Packard Unix operating systems to specifically include HPUX 11.11

Complete backup and recovery/restore services for Virtual Servers

1. All releases VMware to specifically include:
   vSphere ESXi 6.0 Updates 1 and 2
   vSphere ESXi 5.5 Updates 1, 2 and 3
   vSphere ESXi 5.1 Updates 1, 2, and 3
   vSphere ESXi 5.0 Updates 1, 2, and 3
2. All releases Citrix XENServer to specifically include versions 6.2, 6.5, 7.0
3. All releases Citrix XENDesktop to specifically include versions 7.6, 7.7, 7.8, 7.9
4. All releases Citrix XENMobile to specifically include versions 10.3.9
5. All releases Hyper-V to specifically include Windows Server 2012 and 2016

Complete backup and recovery/restore services for Windows Domain Services:

1. All releases of Active Directory Services (AD DS, AD LDS, AD CS, AD FS, AD RMS, DHCP) to specifically include the releases supported by Windows Server 2016, 2012 R2, 2012, 2008 R2, 2008.
2. All releases of Domain Name Services, Lightweight Directory Access Protocol to specifically include the releases supported by Windows Server 2016, 2012 R2, 2012, 2008R2, 2008

Complete backup and recovery/restore services for Microsoft Exchange servers to specifically include Exchange 2007, 2010, 2013 and provide roadmap details for supporting 2016

Complete backup and recovery/restore services for Microsoft SharePoint Server to specifically include SharePoint Server 2013, 2010 and provide roadmap details for supporting 2016

Centralized Operations Management

1. Single platform/application to manage/monitor backup, recovery/restore and reporting
2. Notification options for success or failure of operations. Preference is SMTP
3. Report generation on operations, status, history, archives, vaults, etc.,

Replication

1. Support timely and complete backup replication to Disaster Recovery data center, and to remote data storage location.
2. Main Data Center is considered primary and Disaster Recovery Data Center 2 is secondary.
3. Replication (secondary) site should assume primary role if the primary site is unavailable.
4. Mechanism to “fail back” to the primary once available again
5. Data cannot be replicated to an Internet “cloud” site.

Archiving – Vaulting

1. Support for copying select backup data to external media.
2. Archived media should be easily restored if desired back to an active state for review.

Archived media should require minimal effort for access independent of the Backup Solution if required for portability and accessibility.

RTO and RPO

1. Essential systems - Single server recovery up to 4 hours
2. Essential systems - Single server data loss up to 2 hours
3. Non-essential systems - Single server recovery up to 8 hours
4. Non-essential systems - Single server data loss up to 4 hours
5. Low priority systems - Single server recovery up to 7 days
6. Low priority systems - Single server data loss up to 24 hours

Database backup

1. Ability to natively backup and restore previously listed Microsoft SQL database and system
2. Ability to natively backup and restore previously listed Oracle database and system
3. Ability to backup and restore other database platforms such as PostgreSQL, MySQL, etc.
4. Scripting to facilitate export of database data is acceptable as long as the process can be controlled and managed within the proposed solution.

Project Planning Requirements:

During the Initial Setup (Implementation)(1), the Company shall be required to provide professional services during the Planning, Analysis, Design, Implementation, and Testing of the hosted solution, The Company is required to plan the implementation and abide to JEA’s Change Management Procedures in such a manner as to provide NO outages to JEA’s business operations during normal business hours. Any outages will need to be pre-approved and planned after business hours. Please note that customer impacting events need to take place during pre-approved windows in order to minimize customer impact. Details for the Project Plan and Implementation Methodology are contained within Appendix A – Project Plan and Implementation Methodology.

Business Continuity, Disaster Recovery, Service Level Agreements (SLA), Implementation and Contingency Plan:

These plans shall include but not be limited to

1. Service Level Agreement (SLA)
2. Recovery Teams (Name, Role, Responsibilities, etc.)
3. Application and Servers
4. System Dependencies
5. Best Practices and Lessons Learned

Business Continuity Plan:

JEA expects the plan to integrate with JEA’s current system functionality as detailed in Appendix A – Technical Specifications and to be fully functional from any of its designated recovery sites.

Disaster Recovery Plan:

JEA expects the plan to integrate with JEA’s current system functionality as detailed in Appendix A – Technical Specifications and to be fully functional from any of its designated recovery sites.

Appendix B - Minimum Qualification Form
102-17 Purchase and Implementation of JEA Backup and Recovery Solution and Associated Maintenance and Support

GENERAL

THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED ON THIS FORM. IN ORDER TO BE CONSIDERED A QUALIFIED RESPONDENT BY JEA YOU MUST MEET THE MINIMUM QUALIFICATIONS LISTED BELOW, AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SOLICITATION/TECHNICAL SPECIFICATION.

THE RESPONDENT MUST COMPLETE THE RESPONDENT INFORMATION SECTION BELOW AND PROVIDE ANY OTHER INFORMATION OR REFERENCE REQUESTED. THE RESPONDENT MUST ALSO PROVIDE ANY ATTACHMENTS REQUESTED WITH THIS MINIMUM QUALIFICATIONS FORM.

PLEASE SUBMIT THE ORIGINAL AND THREE (3) COPIES AND ONE (1) CD OF THIS FORM AND ANY REQUESTED ADDITIONAL DOCUMENTATION WITH THE BID SUBMISSION.

RESPONDENT INFORMATION

COMPANY NAME:_____

BUSINESS ADDRESS:_____

CITY, STATE, ZIP CODE:_____

TELEPHONE:_____

FAX:_____

E-MAIL:_____

PRINT NAME OF AUTHORIZED REPRESENTATIVE:_____

SIGNATURE OF AUTHORIZED REPRESENTATIVE:_____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:_____

MINIMUM QUALIFICATIONS:

- Respondent shall demonstrate three (3) similar projects that were successfully implemented for the development, implementation, and support of a backup and recovery solution application, with multi-platform environments.
    - The similar projects must include Windows, VM, Databases, Linux, and Exadata/Exalogic, for a client with at least 200,000 customers or accounts, in the last seven (7) years ending May 31, 2017.

Appendix B - Minimum Qualification Form
102-17 Purchase and Implementation of JEA Backup and Recovery Solution and Associated Maintenance and Support

REFERENCE 1:
Client Name:_____

Client Contact Name: _____

Client Contact Phone Number: _____

Client Contact Email Address: _____

Number of Customers or Accounts: _____

Date of Contract Completion: _____

Did this Solution include Windows, VM, Databases, Linux, and Exadata/Exalogic? _____

REFERENCE 2:
Client Name:_____

Client Contact Name: _____

Client Contact Phone Number: _____

Client Contact Email Address: _____

Number of Customers or Accounts: _____

Date of Contract Completion: _____

Did this Solution include Windows, VM, Databases, Linux, and Exadata/Exalogic? _____

REFERENCE 3:
Client Name:_____

Client Contact Name: _____

Client Contact Phone Number: _____

Client Contact Email Address: _____

Number of Customers or Accounts: _____

Date of Contract Completion: _____

Did this Solution include Windows, VM, Databases, Linux, and Exadata/Exalogic? _____

102-17 APPENDIX B - RESPONSE FORM
Purchase and Implementation of JEA Backup and Recovery Solution
and Associated Maintenance and Support

Submit an **original and two (2) copies** along with other required forms in a sealed envelope to: JEA Procurement Dept., 21 W. Church St., Bid Office, Customer Center, 1st Floor, Room 002, Jacksonville, FL 32202-3139.

Company Name: _____

Company's Address _____

Phone Number: _____ FAX No: _____ Email Address: _____

BID SECURITY REQUIREMENTS	**TERM OF CONTRACT**
☒ None required ☐ Certified Check or Bond Five Percent (5%)	☐ One-Time Purchase ☐ Annual Requirements ☒ Other, Specify- Project Completion
SAMPLE REQUIREMENTS	**SECTION 255.05, FLORIDA STATUTES CONTRACT BOND**
☒ None required ☐ Samples required prior to Response Opening ☐ Samples may be required subsequent to Bid Opening	☒ None required ☐ Bond required 100% of Bid Award
QUANTITIES	**INSURANCE REQUIREMENTS**
☐ Quantities indicated are exacting ☒ Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.	**Insurance required**
PAYMENT DISCOUNTS ☐ 1% 20, net 30 ☐ 2% 10, net 30 ☐ Other _____ ☐ None Offered	

Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES **Purchase and Implementation of JEA Backup and Recovery Solution and Associated Maintenance and Support**	TOTAL BID PRICE
4.0	TOTAL BID PRICE (Transfer from Appendix B - Response Workbook)	$<<insert TOTAL BID PRICE here>>

1.4.2 PROFESSIONAL STAFF EXPERIENCE

Maximum score for criterion is: 20 Points

Respondent shall provide three (3) team member resumes of the professional staff available to work on the scope of work described in this Solicitation. Resumes shall be for one (1) Implementation Manager, one (1) Senior Technical Advisor, and one (1) other Technical Advisor needed for JEA's scope of work. Persons whose resumes are submitted as a Team Member must actually perform the Work unless Respondent receives prior approval by the JEA Project Manager.

At a minimum, each resume shall present the following:

- Employee's name, title, number of years of experience;
- Applicable professional certifications, education, and depth of work experience;
- Identify any specialty or industry standards participation or technical process expertise

Within the depth of experience include the following details for each resume:

- Chair position in related Industry for Data / Information Standards
- Active participation in related Industry for Data /Information Standards
- Utility specific experience
- Utility asset data experience
- Number of UT Installs

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.

Respond in Respondent's own format

1.4.3 PAST PERFORMANCE/COMPANY EXPERIENCE

Maximum score for this criterion: 25 Points

- The project references submitted in Section 1.2.1 MINIMUM QUALIFICATIONS shall be used as the three (3) project references in this section. Contact information shall be provided for each project reference on Appendix B Response form. JEA may contact all references to verify and receive feedback that may be scored.

    - The similar projects shall demonstrate experience providing backup and recovery upgrade services with other utilities or other industries. The Respondent may include copies of actual project related documents.
    - JEA shall also evaluate the Total Number of Customers utilizing the Respondent's Solution / Application.

Respond on Appendix B Response Form

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

Maximum score for this criterion: 25 Points

1) **Project Management Plan and Implementation**
   Respondent shall provide a detailed and time bound Project Management and Implementation Plan that details and lists the hardware and software (see Appendix A - Project Management Plan and Implementation Methodology) that are needed to satisfy the following:
    a) Technical Requirements,
    b) Project Planning Requirements, and
    c) Business Continuity, Disaster Recovery, Service Level Agreements, Implementation, Contingency, as explained within Appendix A – Technical Specifications and Customer Data Protection Plan

2) Respondent shall provide the following items for the proposed Solution:
    a) Detailed description and diagrams of the proposed technical architecture for the solution
    b) How the solution will integrate with JEA's existing technology landscape
    c) Inventory of hardware, software and appliances to be obtained or which should continue to be used by JEA as part of the recommended server system backup solution
    d) Explanation for the purpose of each component in the recommended solution
    e) Detailed listing of required licensing to be purchased, i.e. initial purchase items, recurring maintenance items and general support
    f) Detailed Business Continuity Plan that answers the questions:
        a. How does the business continue if the system is down or not available?
        b. How does the Company plan to recover data or information while the application or system is down until the system comes back up?

3) Respondent shall explain how the proposed Solution addresses each of the following areas seen below:
    A) Backup:
        a) Software
        b) Hardware
        c) Network

d) Operations

B) Retention:

a) Software

b) Hardware

c) Network

d) Operations

C) Restore:

a) Software

b) Hardware

c) Network

d) Operations

D) Reporting:

a) Software

b) Hardware

c) Network

d) Operations

4) **Questionnaire:**

a) Why is the proposed solution the right one for JEA?

b) What are the distinguishing characteristics that differentiate your proposed Server System Backup and Recovery solution from other solutions?

c) How many installations of the proposed solution have been implemented in the proposed configuration? When was the first implementation? When was the most recent implementation?

Respond in Respondent's own format

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

RESPONDENT CERTIFICATION

By submitting this Response, the Respondent certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Respondent Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Respondent also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation.

We have received addenda _____ through _____

_____ _____

Handwritten Signature of Authorized Officer of Company or Agent Date

_____

Printed Name and Title