

**Solicitation
For Participation in
Engineering Services for the District II Primary Clarifier #2 and #3 Rehabilitation Project
for**



**Jacksonville, FL
Solicitation Number 108-17**

Mandatory Pre-Proposal Meeting on June 23, 2017, at 10:00 AM

JEA Customer Center, 1st Floor, Room 002

21 W. Church Street, Jacksonville, FL

Proposals are due on July 18, 2017 by 12:00 PM EST

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

21 W. Church Street, Jacksonville, FL 32202

**JEA will publicly open all Proposals received from qualified Proposers on July 18, 2017, at
2:00 PM in the JEA Bid Office, Customer Center 1st Floor, Room 002, 21 W. Church Street, Jacksonville, FL**

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Solicitation

1. REQUEST FOR PROPOSALS

1.1. INVITATION

1.1.1. SCOPE OF WORK

Provide engineering services for the preliminary design, design, bid phase, engineering support services during construction and acceptance test for District II WWTP Primary Clarifier #2 and #3 rehabilitation, the northern headworks rehabilitation including new automatic screens and rake apparatus.

Further information can be found in Appendix A Technical Specifications and Appendix C Project Definition.

1.1.2. INVITATION - REQUEST FOR PROPOSAL

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

Request for Proposals (RFP) Title: Engineering Services for the District II Primary Clarifier #2 and #3 Rehabilitation Project

To obtain more information about this RFP:

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

JEA RFP Number: 108-17

Proposal Due Time: 12:00 P.M. - **ALL LATE PROPOSALS WILL BE RETURNED UNOPENED.**

Proposal Due Date: July 18, 2017

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

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

The Proposer shall be solely responsible for delivery of its Proposal to the JEA Bid Office. **Please note, JEA employs a third party courier service to deliver its mail from the local U.S. Post Office (USPS) which could cause a delay of Proposal delivery if mailed through the USPS.** Therefore, JEA recommends direct delivery to the JEA Bid Office. Reliance upon the USPS, the courier service employed by JEA to make pick-ups from the local USPS, or public carriers is at the Proposer's risk.

Proposals are due by the time and on the date listed above. **ALL LATE PROPOSALS FOR WHATEVER REASON WILL BE RETURNED UNOPENED.**

1.1.3. OPENING OF PROPOSALS

All Proposals received shall be publicly announced and recorded at 2:00 PM on July 18, 2017, in the JEA Bid Office, 21 W. Church Street, Customer Center 1st Floor, Room 002, Jacksonville, FL 32202. At the opening of Proposals, a JEA representative will publicly open each Proposal that was received prior to the due date and time, except for those Proposals that have been properly withdrawn. JEA has the right to waive any irregularities or informalities in the Proposals.

1.1.4. QUALIFIED PROPOSERS LIST (QPL)

Only those companies approved to be on QPL **WE1** - Water Wastewater Treatment Plant Systems and Pump Stations Class III/IV by the Proposal Due Date will be permitted to submit a Proposal in response to this RFP. A listing of companies assigned to a QPL can be viewed at www.jea.com.

For any questions related to JEA QPL WE1 list contact Karen Wenberg at 904-665-6740, or wenbkw@jea.com.

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

1.1.5. MANDATORY PRE-PROPOSAL MEETING

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

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

PLEASE BE AWARE DUE TO JEA SECURITY AND/OR SIGN IN PROCEDURES IT MAY TAKE UP TO FIFTEEN (15) MINUTES TO OBTAIN ACCESS TO A JEA FACILITY. PLEASE PLAN ACCORDINGLY SO AS TO ARRIVE TO THE MEETING ON TIME.

Meeting Time: 10:00 AM

Meeting Date: June 23, 2017

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

1.1.6. QUESTIONS

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

For Procurement Related Questions:

Buyer: Dan Kruck

E-mail: krucdr@jea.com

For Technical Questions:

Contact: Samuel Ramirez

E-mail: ramist@jea.com

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION

Proposer shall have the following Minimum Qualifications to be considered eligible to submit a Proposal in response to this RFP.

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

- The Company must be listed on JEA's Qualified Proposers List (QPL) in the following category, at the time of the Proposal due date: **WE1 Water Wastewater Treatment Plant Systems and Pump Stations Class III/IV**

For any questions related to JEA QPL WE1 list contact Karen Wenberg at 904-665-6740, or wenbkw@jea.com.

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

1.2.2. EVALUATION METHODOLOGY

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

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

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

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

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

1.2.3. BASIS OF AWARD

1.2.3.1. EVALUATED PROPOSAL

JEA will use the "Selection Criteria" listed below to evaluate the Proposals. JEA may make its Award decision based solely upon the information submitted in the Proposals. JEA may also choose to have one (1) or more Proposer make presentations to representatives of JEA. It is always in the best interest of the Proposer to provide informative, concise, well-organized technical and business information relative to the Work, in both the initial submittal of its Proposal and in any subsequent submittals. **Please note, JEA may reject Proposals that request material changes or take exceptions to JEA commercial terms and conditions.** Material changes to the commercial terms and conditions can only be made by JEA prior to public opening of the Proposals.

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

1.2.4. SELECTION CRITERIA

1.2.4.1. PROFESSIONAL STAFF EXPERIENCE

Maximum score for this criterion is: 30 POINTS - Points for each subsection will be awarded as described on the Evaluation Matrix attached to this RFP.

1. Team Members

The Proposer shall provide a maximum of eight (8) resumes of the professional staff to be assigned to perform the Work. The resumes provided shall identify the Engineer Manager, Lead Process-Civil Engineer, Lead Structural Engineer, Lead Electrical/I&C Engineer and the backups for each (collectively, the "Team Members"). **Primary positions (as shown in the attached Evaluation Matrix) shall only serve in one (1) role.** Note, the Engineer Manager must be from the company submitting the Proposal and not a Subcontractor. **All proposed staff shall be registered professional engineers in Florida.** Persons whose resumes are submitted as a Team Member must actually perform the Work unless Proposer receives prior approval by the JEA Project Engineer to use a backup Team Member. Finally, if Proposer submits a resume of a Subcontractor that is employed by a JSEB firm, please note this on the resume.

At a minimum, each resume shall present the Team Member's name, title, years of service with company, total years of experience, applicable professional registrations, education, and work experience. Resumes shall also identify any specialty or technical process expertise. **Resumes shall be no more than two (2) pages in length, single sided, and on 8.5" by 11" sized paper. If more than two pages are submitted, only the information contained on the first two pages will be evaluated by JEA. No more than eight (8) resumes will be evaluated.**

2. Share of Project Work

For purposes of awarding points for this selection criteria, "Share of Project Work" shall be defined as the number of assigned hours to the task for each individual primary Team Member divided by the total hours on the task, expressed as a percent. This information will be taken from the project schedule referenced in the Section below titled "Design Approach and Work Plan", and will be rounded two decimal places. **JEA prefers that the Share of Project Work information be submitted in a Microsoft Excel format. The same information should also be submitted with the hardy copy of the Proposal.**

Share of Project Work will be evaluated as detailed below:

- Engineer Manager:
 - Greater than or equal to 10% = 5 points
 - Greater than or equal to 5% but less than 10% = 3 points
 - Less than 5% = 1 point
- Lead Process-Civil Engineer, Lead Structural Engineer, Lead Electrical/I&C Engineer
 - Greater than or equal to 10% = 5 points
 - Greater than or equal to 5% but less than 10% = 3 points
 - Less than 5% = 1 point

3. Organizational Chart

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

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

1.2.4.2. DESIGN APPROACH AND WORK PLAN

Maximum score for this criterion is: 40 POINTS

Proposer shall provide an explanation of how it typically manages its engagements to realize project budgetary goals, timetables and quality control objectives. Proposer shall explain, for this specific Scope of Work, how it intends to meet the budgetary goals, timetables and quality criteria established herein. Consideration shall be given for cost effectiveness of potential solution(s), creativity and innovation of proposed solutions and comprehensive utilization of proposed personnel to meet the deliverables.

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

Work plan shall be no more than five (5) pages in length, single sided, and on 8.5" x 11" sized paper. Project schedule shall be no more than one (1) page in length, single sided, and on up to 11" x 17" sized paper.

Please use your own form for this section.

1.2.4.3. COMPANY EXPERIENCE

Maximum score for this criterion is: 20 POINTS

Proposer shall provide the following:

1. A summary of two (2) projects that have a similar scope as stated in this RFP. The examples should be able to demonstrate that Proposer's experience and knowledge qualify them to complete the necessary work in a successful manner.
 - a. Proposer should identify whether any of the proposed Team Members worked in key roles in the projects.
 - b. Proposer should provide detailed information to describe how Proposer managed the engagements to realize project budgetary goals, timetables, and quality control objectives.
 - c. Proposer should describe any working relationship with subcontractors that will be used for this project.
2. Other past experience / performance for the following topics that can demonstrate successful engineering with the unique characteristics of this project.

- a. Concrete Structures/Tank Rehab
- b. Clarifier/Screen Replacement
- c. Coating
- d. Plant yard piping

Proposer 's response to items 2 and 3 above should be limited to no more than eight (8) pages, 1-sided, single-spaced , on 8.5" x 11" sized paper . Please use your own form for this Section. Responses that are longer than eight (8) pages will not be evaluated after page eight (8).

1.2.4.4. PROJECT MANAGER PROXIMITY TO JEA

Maximum score for this criterion is: 5 POINTS

Provide the address of Proposer's office that the proposed Project Manager normally works from and its distance from JEA Headquarters located at 21 West Church St. JEA will use Google Maps to verify distance.

In order to receive points for this criterion, Proposer's office must be occupied and staffed with at least three (3) employees for a duration of six (6) months prior to the Proposal Due Date stated in this RFP. Additionally, the office shall not be used as a residential premise. If necessary, JEA will use zoning records and tax rolls to validate this criteria.

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

Maximum score for this criterion is: 5 POINTS

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

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

The points will be awarded as follows:

Proposer is a COJ/JEA certified JSEB = 5 pts;

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

Non-JSEB with JSEB partner:

Greater than or equal to 20% of work = 4 pts

Greater than or equal to 14%, but less than 20% of work = 3 pts

Greater than or equal to 9%, but less than 14% of work = 2 pts

Greater than or equal to 4%, but less than 9% of work = 1 pt

Less than 5% of work = 0 pts

1.2.5. REQUIRED FORMS TO SUBMIT WITH PROPOSAL

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

The following forms are required to be submitted:

- Company's Proposal
- Proposal Form - This form can be found in Appendix B of this Solicitation
- List of JSEB Certified Firms (if any)
- List of Subcontractors/Shop Fabricators (if applicable)

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

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

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

1.2.6. 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.

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

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

It is at the Company's option as to whether it chooses to subcontract to a JSEB firm. JEA encourages the use of JSEB qualified firms; however, the Company 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 Company make changes to the JSEB firms listed in its Bid, revise the JSEB Scope of Work or amount of Work as stated in its Bid without prior written notice to the JEA Contract Administrator, and without subsequent receipt of written approval for the JEA Contract Administrator.

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

All question and correspondence concerning the JSEB program should be addressed to the following contact:

G. Nadine Carswell
JSEB Manager
JEA
(904) 665-6257
carsgs@jea.com

1.3. COMPLETING THE SUBMITTAL DOCUMENTS

1.3.1. SUBMITTING THE PROPOSAL

The Proposer shall submit one (1) original Proposal, three (3) duplicates (hardcopies) and four (4) CDs. If there is a discrepancy between the electronic copy and the hard copy, the hard copy will prevail. JEA will not accept Proposals transmitted via email. **IF PROPOSER IS INTERESTED IN SUBMITTING A RESPONSE TO THIS RFP, PLEASE EMAIL krucdr@jea.com TO RECEIVE THIS PROPOSAL FORM IN A WORD FORMAT. REQUESTS MUST BE MADE NO LATER THAN FIVE (5) BUSINESS DAYS BEFORE PROPOSAL OPENING.**

1.3.2. COMPLETING THE PROPOSAL

Proposers shall submit their Proposals and any enclosed documents attached to this RFP with responses typewritten or written in ink. Proposers should refer to the Special Instructions of this RFP to review specific items which may be required with the submittal of the Proposal. The Proposer, or its authorized agent or officer of the firm, shall sign the Proposal. Failure to sign the Proposal may disqualify the Proposal. JEA-approved erasures, interlineations or other corrections shall be authenticated by affixing in the margin, immediately opposite the correction, the handwritten signature of each person executing the Proposal. Failure to authenticate changes may disqualify the Proposal. JEA may disqualify any Proposals that deviate from the requirements of this RFP, and those that include unapproved exceptions, amendments, or erasures.

1.3.3. OBTAINING OFFICIAL SPECIFICATION DRAWINGS FOR THIS RFP

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

1.3.4. ADDENDA

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

1.3.5. MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

1.4. GENERAL INSTRUCTIONS

1.4.1. CONTRACT EXECUTION AND START OF WORK

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

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

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

1.4.2. AVAILABILITY OF PROPOSALS AFTER OPENING

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

1.4.3. SUBCONTRACTORS

The Company shall list the names of all Subcontractors and subsuppliers/shop fabricators that it plans to utilize for the performance of the Work. All subcontractors shall be listed on the Subcontractors Form which is available at jea.com. Failure to submit this form with the Proposal shall result in rejection of Company's Proposal. The Company shall not use Subcontractors and subsuppliers/shop fabricators other than those shown on the Subcontractor form unless it shows good cause and obtains the JEA Representative's prior written consent. In cases where the Subcontractor or subsupplier/shop fabricator is a JSEB firm, the City of Jacksonville Ombudsman will review the substitution request, and make a written recommendation prior to the JEA Representative's written consent.

If the Company plans to use Subcontractors or subsupplier/shop fabricators to perform over fifty percent (50%) of the Work, the Company shall obtain JEA's approval at least five (5) days prior to the Proposal Due Date. Failure to obtain JEA approval will disqualify the Company and result in rejection of Company's Proposal.

1.4.4. THIRD PARTY AGREEMENT REQUESTS

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

1.4.5. JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

1.4.6. CONFLICT OF INTEREST

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

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

1.4.7. ETHICS (RFP)

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

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

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

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

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

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

1.4.8. EX PARTE COMMUNICATION

Ex Parte Communication is strictly prohibited. Ex Parte Communication is defined as any inappropriate communication concerning a Solicitation between a firm submitting a Proposal and a JEA representative during the

time in which the Solicitation is being advertised through the time of Award. Examples of inappropriate communications include: private communications concerning the details of Solicitation in which a Bidder becomes privy to information not available to the other Bidders. Social contact between Bidders and JEA representatives should be kept to an absolute minimum during the solicitation process.

Failure to adhere to this policy will disqualify the noncompliant Company's Proposal. Any questions or clarifications concerning a Solicitation must be sent in writing via email to the JEA Buyer at least five (5) business days prior to the opening date. If determined by JEA, that a question should be answered or an issue clarified, JEA will issue an addendum to all Bidders.

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

1.4.9. 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.

1.4.10. 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.

1.4.11. RESERVATIONS OF RIGHTS TO JEA

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

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

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

JEA contracts of any nature or who have been scored by JEA as "Unacceptable" and as a result, are temporarily barred from bidding additional work.

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

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

1.4.12. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY

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

- a. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of Solicitation prior to submitting its Proposal. Where the Proposer visits sites, no Work or other disturbance is to be performed while at the site without written permission by JEA in advance of the site visit. The Proposer shall comply with all safety requirements described in the Proposal and shall be prepared to show proof of a minimum of \$1 million of general liability insurance or the amount specified in this Solicitation (whichever is greater).
- b. That every aspect of the Proposal and the detailed schedule for the execution of the Work, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JEA assumes the responsibility.
- c. That the individual signing the Proposal is a duly authorized agent or officer of the firm. Proposals submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the Proposal, satisfactory evidence of authority to sign must be submitted upon request by JEA. If the Proposal is submitted by a partnership, the Proposal must be signed by a partner whose title must under the signature. If an individual other than a partner signs the Proposal, satisfactory evidence of authority to sign must be submitted upon request by JEA.
- d. The corporation or partnership must be in active status at the Florida Division of Corporations (www.sunbiz.org) prior to Award.
- e. That the firm maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including, but not limited to, contractor's license and occupational licenses necessary to perform the Work. The Proposer also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Proposer shall immediately notify JEA of status change.
- f. That it has read, understands and will comply with these instructions and the Section titled Ethics.

1.4.13. PROHIBITION AGAINST CONTINGENT FEES

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

1.4.14. PROTEST OF RFP AND AWARD PROCESS

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

1.4.15. SUNSHINE LAW

General

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

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

JEA

Attn: Public Records

21 West Church Street

Jacksonville, Florida 32202

Ph: 904-665-8606

publicrecords@jea.com

Redacted Submissions

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

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

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

1.4.16. CONTRACT COMMERCIAL TERMS

Company acknowledges that once it is approved to a Qualified Proposer List (QPL), the Company will agree to JEA's General and Special Contract terms found in the Request for Qualifications which can be found on jea.com. If Company is subsequently Awarded a Contract pursuant to this process, no negotiation of Contract terms will be allowed and a Contract will be executed upon ten (10) days upon receipt of the Contract Documents. If Company does not agree to JEA's Contract terms and does not execute the Contract within the stated timeframe, JEA may rescind Company's Award and may Award the Contract to next highest ranked Proposer that successfully negotiates with JEA.

1.4.17. DISCOUNT PRICING

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

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

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.

1.4.18. PAYMENT METHOD - PROGRESS PAYMENTS

Upon Company's completion of and JEA's Acceptance of the completion of each predetermined Milestone, the Company shall submit to JEA an Invoice for the amount/percentage of the Work or Services completed corresponding to that Milestone.

1.4.19. TERM OF CONTRACT - THROUGH COMPLETION OF WORK

The Contract shall be in force through completion of all Work, Acceptance and final payment, including resolution of all disputes, claims, or suits, if any. Certain provisions of this Contract may extend past termination including, but not limited to, Warranty and Indemnification provisions.

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

2. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

2.1. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK (APPENDIX A)

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

3. FORMS

3.1. FORMS (APPENDIX B)

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

4. EVALUATION MATRIX

4.1. EVALUATION MATRIX

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

108-17 APPENDIX A TECHNICAL SPECIFICATIONS

Project: District II WWTP Primary Clarifier #2 and #3 Rehabilitation

DESCRIPTION OF SCOPE OF SERVICES

GENERAL

Consultant agrees to provide Engineering Services for the preliminary design, design, bid phase, engineering support services during construction and acceptance test for District II WWTP Primary Clarifier #2 and #3 rehabilitation, the northern Headworks rehabilitation including new automatic screens and rake apparatus. Replace stairways at both north and south Headworks, and on westward side of the Aeration Tank. Replace yard piping between north Headworks and north clarifiers including the mag meter and two (2) inoperable valves. Realign the yard piping so the mag meter works accurately. Remove a tin roof building and concrete saddle supports northwest of Primary Clarifiers No. 2 and 3. Repair exterior concrete cracks and coat exterior of the north Aeration Tank.

SCOPE OF SERVICES

The Scope of Work to be performed can be found in the project description (PD) attached.

TASK PLAN

A. General tasks that are to be included in this project:

- Using the Project Definition as guidance, edit JEA's front end documents and create technical specifications and construction drawing for the equipment and piping replacement and structures rehabilitation
- Provide engineering services for the project bidding, construction, start-up and acceptance phases

B. Design Kickoff Meeting

Attend the design kickoff meeting at the date and time established by JEA. Take meeting minutes and submit to JEA.

C. Design Criteria

Comply with JEA Water & Sewer Standard Specifications; JEA Water, Sewer and Reclaimed Water Design Guidelines requirements; JEA Rules and Regulations for Water, Sewer & Reclaimed Water Services for water pipeline design.

D. Opinion of Costs

Prepare opinions of cost and variances at all stages of deliverables in accordance with the Association for the Advancement of Cost Engineering International, Inc. (AACE) for the purpose of assisting JEA in preparing budget funding request, evaluating design options. Expected accuracy will be as follows: Class 3 estimate for thirty percent (30%) design deliverable, Class 2 estimate for sixty percent (60%) design deliverable, and Class 1 estimate for ninety percent (90%) and 100% design deliverable.

E. Hydraulic Profile

Verify and present the hydraulic calculations for the proposed changes to the yard piping using the hydraulic profile presented in the 2004 conformed to construction records for District II WRF Improvements Phase II-A. The proposed yard piping needs to maintain the existing hydraulic profile.

F. Permitting Assistance

Provide assistance to JEA in filing and obtaining the necessary permits from local agencies, if required, to include but not limited to:

- FDEP Generic Permit for Groundwater Discharge
- City of Jacksonville 10-Set Review process.
- COJ Right-of-Way permit
- COJ Building Permit (**if required**)
- An Environmental Resources Permit (ERP) for storm water management. ERP will be submitted to SJRWMD and/or Army Corps of Engineers (ACOE) if required
- EPA NPDES General Permit for Construction Activities including Notice of Intent and Notice of Termination forms **if required**
- Review with Environmental Quality Division (EQD) for determination of wastewater collection system construction permit requirement in accordance with the Florida Administrative Code (FAC) Rule 62-604, the Department of Environmental Protection (DEP) program guidance memorandum DOM-97-01 and the Environmental Protection Board (EPB) Rule 3, and submit a wastewater collection system construction permit **if required**.

Assistance will include:

- a. Pre-meetings with permit authorities as needed to ensure necessary approvals.
- b. Preparation of applications, exhibits, drawings, and specifications as needed for execution and submittal.
- c. Furnishing additional information about the project design as required for permit approval.
- d. Submittal of applications to the permitting authorities.
- e. JEA will provide payment for necessary permits.

G. Construction Contract Documents

1. Prepare detailed drawings, specifications, and Bid Form for the proposed construction work and for materials and equipment required. The documents shall be prepared for selection of private construction contractors on a competitive bid price basis. The documents shall be prepared as one contract.
2. Update the opinion of probable construction cost for the proposed work covered by the contract documents and provide with final construction contract documents.
3. Review the contract documents for completeness and constructability.
4. Provide Asset Management Documentation for inclusion in bid specifications.
5. Provide six sets of contract documents to JEA for review at thirty percent (30%), sixty percent (60%), ninety percent (90%) and final construction drawings.
6. Provide a critical spare parts list to be included in the bid.
7. Following the review of the completed contract documents meet with JEA to discuss them and to resolve any questions. This item provides for three meetings with JEA personnel to discuss review comments.

8. Bidding Documents to be provided to JEA include drawings, bid form, specifications, and text for inclusion into the JEA Special Conditions, if needed.
9. Provide one CD with electronic drawing files and six copies of the final construction drawings to JEA. Provide electronic files in PDF format and drawings (11 x 17 to scale and 22 x 34 to scale) in PDF and ACAD formats printable in 24 x 36 plots.

H. Bid Phase Services

1. If requested by JEA, attend the pre-bid conference at the date and time established by JEA.
2. Interpret construction contract documents in regard to Contractor questions. Support JEA with drawings and/or specification updates for addenda issuance. JEA will coordinate and issue all addenda.
3. JEA will conduct the bid opening. Attendance is not required by designer at the bid opening.
4. Provide Conformed drawings and specifications. JEA will be responsible for the coordination and distribution of conformed copies of the construction contract documents.

I. Construction Services

1. Attend and participate in the pre-construction meeting to answer technical questions.
2. Review and approve shop drawings. The contract will include the time for two (2) reviews per shop drawing, if the second review cannot be approved, the submitting contractor will fund the additional reviews.
3. Attend monthly status meetings/site visits if and when requested.
4. Respond to Contractor RFIs. Responses that require any corrections to plans or specifications are not to be counted against this total.
5. Review Asset Management Information submittals and completed work submitted as part of the monthly contractor's payment request application and invoice to ensure compliance with plans and specifications.
6. Preparation of FDEP certification if required.
7. Substantial and Final Completion.
8. Review and approve final O&M manuals for the equipment.
9. Review and submit accumulative progress Record Drawings as part of the monthly contractor's payment request application and invoice to ensure compliance with plans and specifications.

J. DELIVERABLES

Consultant shall provide the following deliverables to include but not limited to:

Thirty percent (30%) Conceptual Design Document

- Updated project summary and description
- Finalized site layout
- Finalized civil, structural, mechanical, architectural, electrical, and instrumentation design parameters
- Finalized hydraulic calculations and hydraulic profile
- Finalized process and instrumentation diagrams (P&IDs)

- Plan views & major elevation drawings, electrical and I&C drawings
- Class 3 thirty percent (30%) conceptual cost estimate and variances
- List of specifications
- Preliminary geotechnical report if required
- Preliminary survey if required
- Preliminary demolition phasing plan, construction sequence and bypass plan

Sixty percent (60%) Design

- Class 2 sixty percent (60%) cost estimate and variances
- Sixty percent (60%) design drawings
- Mark up of specifications
- PID finalized and locked
- Plan view & major elevation drawings
- Electrical schematics
- Final project schedule
- Final demolition phasing plan, construction sequence and bypass plan
- Finalized hydraulic calculations

Ninety percent (90%) Design Document

- Ninety percent (90%) engineering drawings
- Ninety percent (90%) written specifications including Bid Form and Measurement and Payment
- Final design calculations
- Applicable permits
- Asset management documentation
- Class 1 ninety percent (90%) definitive cost estimate and variances

100% Design Document

- Update conceptual design document
- Final engineering drawings
- Final written specifications
- Final QC performed
- Class 1 final cost estimate and variances
- Critical spare parts review
- Final asset management documentation
- Final survey if required
- Geotechnical Report if required

Proposal Documents

- Proposal set engineering drawings
- Proposal set written specifications
- Proposal Form
- Related Proposal documents
- Proposal Summary and Tabulation
- Award Letter of Recommendation

Construction Documents

- Conformed engineering drawings
- Conformed front end and technical specifications

K. INFORMATION BY JEA

The following shall be provided by JEA for this RFP.

- Project Definition.

L. SCHEDULE CONSTRAINTS

Preliminary design report through Final design/permitting phase shall be completed in accordance with the attached program schedule

**APPENDIX B
PROPOSAL FORM**

108-17 Engineering Services for the District II Primary Clarifier #2 and #3 Rehabilitation Project

COMPANY INFORMATION:

COMPANY NAME: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: _____

FAX: _____

EMAIL OF CONTACT: _____

PROJECT MANAGER PROXIMITY

Provide the address of Proposer's office that the proposed Project Manager normally works from and its distance from JEA Headquarters located at 21 West Church St. JEA will use Google Maps to verify distance. In order to receive points for this criterion, Company's office must be occupied and staffed with at least three (3) employees for a duration of six (6) months prior to the Proposal Due Date stated in the RFP.

Check the box to confirm Company meets criterion ☐ YES ☐ NO

The Company shall submit one (1) original Proposal, three (3) duplicates (hardcopies), and four (4) CDs or USB drives. If there is a discrepancy between the electronic copy and hard copy, the hard copy will prevail. JEA will not accept Proposals transmitted via email.

Company's Certification

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

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

We have received addenda _____ through _____

Signature of Authorize Officer of Company or Agent

Date

Printed Name & Title

Phone Number