**Solicitation**

**For Participation in**

**Professional Services for Decommissioning Management for SJRPP**

**for**



**Jacksonville, FL**

**Solicitation Number 109-17**

**Mandatory Pre-Proposal Meeting on June 16, 2017, at 9:30 AM**

**St. John’s River Power Park, 11201 New Berlin Road, Jacksonville, FL 32226.**

**Immediately following the Pre-Proposal Meeting there will be an optional site walkthrough**

**All attendees participating in the Site Visit must bring and wear proper Personal Protective Equipment (PPE) consisting of a hard hat, steel toe shoes and safety eyewear**

**Proposals are due on June 27, 2017 by 12:00 PM**

**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 June 27, 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**

# REQUEST FOR PROPOSALS

## SCOPE OF WORK

JEA is seeking the services of experienced consulting engineering firm that possesses technical expertise in the decommissioning of power plants (the “Company”). The particular areas of interest are permitting requirements in the State of Florida, regulated materials management plans, storm water management plans, demolition planning, site remediation and site restoration (the “Work”). Expertise will also be required in decommissioning specification preparation and project management. JEA intends to Award one (1) Contract for the Work, and the Company shall be compensated for actual work performed based on the negotiated fixed rates.

The professional services the selected Company will provide, include, however are not limited to:

* Design criteria development for future solicitations,
* Provide Subject Matter Expert (SME) support on future solicitation evaluations,
* Project management and engineering oversite on future decommissioning, demolition and remediation work, and;
* Provide project management service through final site restoration (estimate two (2) years to completion)

A more detailed description of JEA’s requirements can be found in Appendix A - Technical Specifications.

Additionally, JEA will hold a Mandatory Pre-Proposal Meeting to review all the requirements. **Immediately following the Mandatory Pre-Proposal Meeting there will be an optional site walkthrough. All attendees participating in the site visit must bring and wear proper Personal Protective Equipment (PPE) consisting of a hard hat, steel toe shoes and safety eyewear.**

### 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:** Professional Services for Decommissioning Management for SJRPP

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:** 109-17

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

**Proposal Due Date:** June 27, 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.**

### OPENING OF PROPOSALS

All Proposals received shall be publicly announced and recorded at 2:00 PM on June 27, 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.

### 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: 9:30 AM EST

Meeting Date: June 16, 2017

Meeting Location: SJRPP, Building 5, Main Conference Room, 11201 New Berlin Road, Jacksonville, FL 32226.

**Immediately following the Mandatory Pre-Proposal Meeting there will be an optional site walkthrough. All attendees participating in the site visit must bring and wear proper Personal Protective Equipment (PPE) consisting of a hard hat, steel toe shoes and safety eyewear.**

### 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: Rodney Lovgren

E-mail: lovgrd@jea.com

For Technical Questions:

Contact: Larry Bradley

E-mail: bradlf@jea.com

## SPECIAL INSTRUCTIONS

### MINIMUM QUALIFICATIONS FOR SUBMISSION (RFP)

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

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 Proposer shall have successfully completed two (2) similar projects in the past ten (10) years.
  + A similar project is the decommissioning of an industrial site which included power generation equipment and associated ancillary facilities with at least 200 MW in operational capacity, where equipment decommissioning, demolition, site remediation, environmental permitting and regulatory compliance were all components of the project.

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

### SAFETY QUALIFICATION REQUIREMENTS (RFP)

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

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

### TIME

In computing any period of time prescribed or allowed by this solicitation, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or JEA holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or JEA holiday.

### EVALUATION METHODOLOGY

#### 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.

### BASIS OF AWARD

#### EVALUATED PROPOSAL

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

Proposals will be scored and ranked by a committee of three (3) to five (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.

### SELECTION CRITERIA

#### 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 three (3) resumes of the professional staff to be assigned to perform the Work. The resumes provided shall identify the Lead Senior Engineer, Lead Environmental Specialist and Project Manager, (collectively, the "Team Members"). **Positions shall only serve in one (1) role.** Note, the Project Manager and Lead Senior Engineer must be from the company submitting the Proposal and not a Subcontractor. Persons whose resumes are submitted as a Team Member must actually perform the Work unless Proposer receives prior approval by the JEA Project Manager. The Lead Senior Engineer listed above must be registered Professional Engineers in the State of Florida. Finally, if Proposer submits a resume of a Subcontractor that is employed by a JSEB firm, please note this on the resume.

Company Team Members should possess the following skills, and individuals with experience and expertise in the following areas will be considered more qualified:

* Power plant demolition and decommissioning
* Development of contract specifications
* Knowledge of environmental regulations at the federal, state and local levels
* Experience performing environmental site assessments
* Experience performing regulated materials surveys
* Contract management
* Construction management
* Experience with site remediation and restoration
* Development of storm water management plans and site drainage plans

At a minimum, each resume shall present the Team Member's name, title, years of service with company, applicable professional registrations, education, and depth of 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 three (3) resumes will be evaluated.**

Years of Relevant Experience will be evaluated as detailed below:

* + Greater than or equal to 15 years = 10 points
  + Greater than or equal to 10 years but less than 15 years = 8 points
  + Greater than or equal to 5 years but less than 10 years = 4 points
  + Less than 5 years= 1 point

Depth of Experience will be worth 0-20 points.

1. **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).

#### 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 the specific scope of work as outlined in the Appendix A Technical Specifications, in particular Section 3 Goals, Section 4 Scope and Tasks and Section 5 Projected Timeframe and Deliverables, 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 well as additional team members listed in the sample quotation of rates. The project schedule must demonstrate the utilization of any Subcontractors.

**Proposer 's response to item above should be limited to no more than twenty (20) 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 twenty (20) pages will not be evaluated after page twenty** **(20).**

#### COMPANY EXPERIENCE

**Maximum score for this criterion is**: **20 POINTS**

A summary of two (2) projects that have a similar scope as stated in this RFP, completed in the past 10 years. The examples should be able to demonstrate that Proposer's experience and knowledge that qualify them to complete the necessary work in a successful manner.

1. Proposer should identify whether any of the proposed Team Members worked in key roles in the projects.
2. Proposer should provide detailed information to describe how Proposer managed the engagements to realize project budgetary goals, timetables, and quality control objectives.
3. Proposer should describe any working relationship with Subcontractors that will be used for this project.
4. The examples shall include the scope of the project, the size of the plants (MWs), the total cost of the project and a description of the work achieved. The contact information shall include the following:

* Name of Client/ Customer
* Name and title of Contact
* Contact’s phone number and email address
* Total Cost
* Plant Size (MW)
* Brief project description

The projects used for this section may be the same as those used for the minimum qualification requirement.

#### 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 premises. If necessary, JEA will use zoning records and tax rolls to validate this criteria.

#### 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 10% of work = 4 pts

Greater than or equal to 7%, but less than 10% of work = 3 pts

Greater than or equal to 4%, but less than 7% of work = 2 pts

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

Less than 1% of work = 0 pts

#### TIE

In addition to the above, JEA has a database evidencing the amount of work previously given to each company. Said criteria will be considered in the event of a tie. In order for new companies to be given opportunity to work with JEA, extra points shall be given to those companies who have not done business with JEA in the past.

### 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 (free form)
* Proposal Form - This form can be found in Appendix B of this Solicitation
* Minimum Qualification Form – This form can be found in Appendix B of this Solicitation
* List of JSEB Certified Firms
* List of Subcontractors/Shop Fabricators (if any)

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

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

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

### NUMBER OF CONTRACTS TO BE AWARDED

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

### JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM REQUIREMENTS

#### USE OF JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM – GOAL

The specific JSEB participation goal for the Scope of work described in this Solicitation is: **Ten Percent (10%)**. This percentage is the percentage of the Bidder's total bid price that must be awarded or subcontracted to JSEB firms. Failure to fully comply with the JSEB requirements stated herein may disqualify the Bid.

Bidders are required to complete and submit with their Bid the JSEB form which can be found at www.jea.com. Bidders must specify on the JSEB form how they intend to comply with the JSEB goal stated herein. Bidders that do not submit a JSEB form with their Bid may have their Bids rejected, unless they are exempted under the good faith exception described below.

In no case shall the Bidder 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 from the JEA Contract Administrator.

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

If the Bid does not comply with the JSEB requirements established in this Solicitation, the Bidder must submit documentation as part of its Bid describing in detail its good faith efforts to comply with the JSEB requirements of the Solicitation. This documentation shall include at a minimum the following items:

A written and signed statement describing the level of effort for each of the requirements listed below. Include dates times, people whom the Bidder contacted and phone numbers to enable JEA to confirm good faith efforts.

Copies of written solicitations of participation the Bidder sent to qualified JSEB firms, showing adequate response time was provided, defining the scope and nature of the work Bidder is asked to perform, Bidder contact information for questions and follow-up, and an offer to meet to review plans, specifications and scope.

A statement of the Bidder's efforts to negotiate a suitable agreement with JSEB firms including call logs showing participants, dates, times, topics discussed, and open issues.

A statement of the Bidder's efforts to help qualified firms that may require assistance in obtaining bonding, insurance, financing, technical support, procedural information, or other items necessary to compete for and perform the Work.

For each offer received from a qualified JSEB firm but rejected by Bidder, a statement explaining why such offer was not made part of the Bid.

For each qualified JSEB firm contacted but considered unqualified by the Bidder to perform a portion of the Work, a statement of the reasons Bidder considered firm to be unqualified.

The Bidder shall contact the JEA JSEB Office for assistance when all independent attempts (emails, phone calls, faxes and letters) to contact qualified JSEB firms have failed, and shall do so in adequate time for JSEB firms to be identified and to allow JSEB firms adequate time in which to respond. Failure by the Bidder to contact the JEA JSEB Office as required herein will be considered when determining if the Bidder has made a good faith effort.

The Bidder understands and agrees that receipt of a lower bid from a non-JSEB qualified firm, will not in and of itself, be sufficient reason to justify failing to meet the JSEB requirements of the Solicitation.

The determination as to whether the Bidder made a good faith effort in trying to achieve the JSEB requirements of this Solicitation will be made solely by JEA and prior to Award.

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

G. Nadine Carswell

JSEB Manager

(904) 665-6257

[carsgs@jea.com](mailto:carsgs@jea.com)

## COMPLETING THE SUBMITTAL DOCUMENTS

### SUBMITTING THE PROPOSAL

The Proposer shall submit one original Proposal, three duplicates (hardcopies) and four 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** **lovgrd@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.**

### 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.

### 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.

### 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.

### 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.

## GENERAL INSTRUCTIONS

### 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 Proposal security or bond (if applicable), and Award to the next-ranked company.

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

### 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.

### 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.

### 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.

### JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

### 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.

### 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.

### 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 Proposers. Social contact between Proposers and JEA representatives should be kept to an absolute minimum during the solicitation process.

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

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

### 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.

### CERTIFICATION AND REPRESENTATIONS OF THE COMPANY

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

1. 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).
2. 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.
3. 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.
4. The corporation or partnership must be in active status at the Florida Division of Corporations (www.sunbiz.org) prior to Award.
5. 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.
6. That it has read, understands and will comply with these instructions and the Section titled Ethics.

### PROHIBITION AGAINST CONTINGENT FEES

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

### 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.

### 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.

# CONTRACT TERMS

### DEFINITIONS

**2.1.1. ACCEPTANCE**

JEA's written notice to the Company that all Work as specified for an individual Task Order has been completed to to JEA's satisfaction. . Acceptance is only applicable to the entirety of the Task Order. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

**2.1.5. 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.

**2.1.7. AWARD**

The written approval of the JEA Awards Committee that the procurement process for the purchase of the Work was

in accordance with the JEA Procurement Code and Florida Statutes. Once an Award is approved, JEA will either

issue a Purchase Order or execute a Contract with the successful bidder or proposer.

**2.1.8. CHANGE ORDER**

A written order issued after execution of the Contract to the Company signed by the Contract Administrator, or his

designated representative, authorizing an addition, deletion, or revision of the Work, or an adjustment in the

Contract Price or the Contract Time. Change Orders do not authorize expenditures greater than the

monies encumbered by JEA, which is shown on the associated Purchase Order(s). An executed Change Order

resolves all issues related to price and time for the Work included in the Change Order. A Change Order that

involves a material change to the Contract may result in a Contract Amendment.

**2.1.9. COMPANY**

The legal person, firm, corporation or any other entity or business relationship with whom JEA has executed the

Contract. Where the word "Company" is used it shall also include permitted assigns. Prime Contractor, Contractor,

Vendor, Supplier and Company shall be considered synonymous for the purpose of the Contract.

**2.1.10. COMPANY REPRESENTATIVE**

The individual responsible for representing the Company in all activities concerning the fulfillment and

administration of the Contract.

**2.1.11. COMPANY SUPERVISOR**

The individual, employed or contracted by the Company, to manage the Work on a day-to-day basis and ensure the

Work is performed according to the Contract. The Company Supervisor may be authorized by the Company

Representative to act on Contract matters. Such authorization shall be in writing and delivered to the Contract

Administrator and shall clearly state the limitations of any such authorization. In the event that the Company

Supervisor and the Company Representative is the same person, the Company shall notify the Contract

Administrator of such situation.

**2.1.12. CONTRACT**

An agreement between JEA and the Company, signed by both parties, which incorporates all the Contract

Documents. The Contract shall not be altered without an Amendment to the Contract and executed by JEA and the

Company, or a JEA issued Change Order.

**2.1.13. 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.

**2.1.14. CONTRACT DOCUMENTS**

Contract Documents, also referred to as the "Contract" means the executed Contract, all Solicitation documents and

Bid Documents as further described in the Section of the Solicitation titled "Contract Documents", and any written

Change Orders, amendments or Purchase Orders executed by JEA, and insurance and/or bonds as required by the

Contract.

**2.1.15. 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.

**2.1.18. 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.

**2.1.19. ENVIRONMENTAL REGULATIONS**

All laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or

hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other

political subdivisions in which the Work Location is located, and any other political subdivision, agency or

instrumentality exercising jurisdiction over JEA, the Work Location, or the use of the Work Location, relating to

pollution, the protection or regulation of human health, natural resources, or the environment, or the emission,

discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous

substances or waste or Hazardous Materials (as defined in this Contract) into the environment (including, without

limitation, ambient air, surface water, ground water or land or soil).

**2.1.20. HAZARDOUS MATERIALS**

Any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive

Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. '9601 et seq.)

("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or

hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. '6901 et. seq.) ("RCRA") or

regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control

Act (15 U.S.C. '2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos

containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and

(viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or

toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws

relating to the Licensed Property. Hazardous Materials shall include, without limitation, any substance, the presence

of which on the Licensed Property, (A) requires reporting, investigation or remediation under Environmental

Requirements; (B) causes or threatens to cause a nuisance on the Licensed Property or adjacent property or poses or

threatens to pose a hazard to the health or safety of persons on the Licensed Property or adjacent property; or (C)

which, if it emanated or migrated from the Licensed Property, could constitute a trespass.

**2.1.22. INVOICE**

A document seeking payment to Company from JEA for all or a portion of the Work, in accordance with the

Contract Documents, and including at a minimum the following items: the Company's name and address, a

description of the product(s) or service(s) rendered, a valid JEA PO number, the amount payable, the Unit Price, the

payee name and address, any associated JSEB forms and any other supporting documentation required by the

Contract Documents.

**2.1.23. 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.

**2.1.24. 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.

**2.1.25. PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER**

The Company averages more than 2.80 and less than 4.0 across all performance scorecard evaluation metrics, and

does not receive a score of less than 2.0 on any metric.

**2.1.26. PERFORMANCE - TOP PERFORMANCE/PERFORMER**

The Company 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.

**2.1.27. 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.

**2.1.28. PROPOSAL**

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

**2.1.29. PROPOSER**

The respondent to this RFP.

**2.1.32. REQUEST FOR PROPOSALS**

The document (which may be electronic) issued by the JEA Procurement Department to solicit Proposals from

Companies that includes, but is not limited to, the Minimum Qualifications Form, samples of contract documents

and Addenda.

**2.1.33. 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.

**2.1.34. SUBCONTRACTOR**

A provider of services performing Work under contract for the Company.

**2.1.35. 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.

**2.1.36. TERM**

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

whichever occurs first.

**2.1.37. UNIT PRICES**

The Bidder's charges to JEA for the performance of each respective unit of Work as defined on the Bid Documents,

Bid Workbook, Bid Form or in the Contract Documents.

### ORDER OF PRECEDENCE

The Contract shall consist of JEA's Contract and/or Purchase Order together with the Solicitation including, but not

limited to, the executed Bid Documents, which shall be collectively referred to as the Contract Documents. This

Contract is the complete agreement between the parties. Parol or extrinsic evidence will not be used to vary or

contradict the express terms of this Contract. The Contract Documents are complementary; what is called for by one

is binding as if called for by all. The Company shall inform JEA in writing of any conflict, error or discrepancy in

the Contract Documents upon discovery. Should the Company proceed with the Work prior to written resolution of

the error or conflict by JEA, all Work performed is at the sole risk of the Company. JEA will generally consider this

precedence of the Contract Documents in resolving any conflict, error, or discrepancy:

Executed Contract Amendments

Exhibits to Contract Documents

Purchase Order(s)

Addenda to JEA Solicitation

Drawings associated with this Solicitation

Exhibits and Attachments to this Solicitation

Technical Specifications associated with this Solicitation

This Solicitation

Company’s Proposal 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.

### 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.

### 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.

### 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.

### INSURANCE REQUIREMENTS

Before starting the Work, 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:

**Schedule Amount**

Workers’ Compensation

Florida Statutory coverage Statutory Limits (Workers’ Compensation)

and Employer’s Liability (including $500,000 each accident (Employer’s Liability)

appropriate Federal Acts)

Commercial General Liability

Premises-Operations $1,000,000 each occurrence

Products-Completed Operations $2,000,000 annual aggregate for bodily injury

Contractual Liability and property damage, combined single limit

Independent Contractors

Broad Form Property Damage

Explosion, Collapse and Underground

Hazards (XCU Coverage)

Automobile Liability

All autos-owned, hired, $1,000,000 each occurrence, combined single limit  
or non-owned

Excess or Umbrella Liability

**(This is additional coverage and limits** $4,000,000 each occurrence and annual aggregate

**above the following primary insurance:**

**Employer’s Liability, Commercial General**

**Liability, and Automobile Liability)**

Professional Liability

**(**Errors & Omissions)$5,000,000 each claim

$10,000,000 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 above Indemnification provision is separate and is not limited by the type of insurance or insurance amounts stated above.

Company shall specify JEA and Florida Power and Light (FPL) 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 & FPL. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, FPL, their 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. Company shall submit subcontractors’ Certificates of Insurance to JEA prior to allowing subcontractors to perform Work on JEA’s job sites.

ENVIRONMENTAL INDEMNIFICATION

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

INDEMNIFICATION (SJRPP)

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 and Florida Power and Light Company (hereinafter referred to as FPL), 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 Company and any person or entity used by the 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. For purposes of this Indemnification, FPL has been included with JEA, as co-owner for their St. Johns River Power Park facility (hereinafter referred to SJRPP). The term "FPL" 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.

### ENVIRONMENTAL INDEMNIFICATION

**ENVIRONMENTAL INDEMNIFICATION**

The Company shall hold harmless and indemnify JEA and Florida Power and Light (FPL), including without

limitation, its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns

(the "Indemnified Parties") and will reimburse the Indemnified Parties from and against any and all claims, suits,

demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup,

containment or other remediation, and all costs for investigation and defense thereof including, but not limited to,

court costs, reasonable expert witness fees and attorney fees) arising from or in connection with (a) the Company's,

including, but not limited to, its agents, affiliates or assigns ("Parties"), actions or activities that result in a violation

of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to

damages due to the Company's or other Parties' activities, (b) any environmental, health and safety liabilities arising

out of or relating to the operation or other activities performed in connection with this Contract by the Company or

any Party at any time on or after the effective date of the Contract, or (c) any bodily injury (including illness,

disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal

injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property)

or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity

conducted by the Company or any Party. JEA and FPL will be entitled to control any remedial action, any

proceeding relating to an environmental claim. This indemnification agreement is separate and apart from, and is in

no way limited by, any insurance provided pursuant to this Contract or otherwise. This section relating to

indemnification shall survive the Term of this Contract, and any holdover and/or Contract extensions thereto,

whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this

Contract.

**2.6.3. ENVIRONMENTAL INDEMNIFICATION**

The Company shall hold harmless and indemnify JEA and Florida Power and Light (FPL), including without

limitation, its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns

(the "Indemnified Parties") and will reimburse the Indemnified Parties from and against any and all claims, suits,

demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup,

containment or other remediation, and all costs for investigation and defense thereof including, but not limited to,

court costs, reasonable expert witness fees and attorney fees) arising from or in connection with (a) the Company's,

including, but not limited to, its agents, affiliates or assigns ("Parties"), actions or activities that result in a violation

of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to

damages due to the Company's or other Parties' activities, (b) any environmental, health and safety liabilities arising

out of or relating to the operation or other activities performed in connection with this Contract by the Company or

any Party at any time on or after the effective date of the Contract, or (c) any bodily injury (including illness,

disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal

injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property)

or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity

conducted by the Company or any Party. JEA and FPL will be entitled to control any remedial action, any

proceeding relating to an environmental claim. This indemnification agreement is separate and apart from, and is in

no way limited by, any insurance provided pursuant to this Contract or otherwise. This section relating to

indemnification shall survive the Term of this Contract, and any holdover and/or Contract extensions thereto,

whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this

Contract.

### DISCOUNT PRICING

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

* + 1% 20, net 30
  + 2% 10, net 30

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

### PAYMENT METHOD - TIME AND MATERIALS

The Company shall submit to JEA an Invoice once a month for payment of all fees and expenses incurred during that month by the Company in performing the Work. JEA may elect to make a partial payment or no payment if JEA determines, at its sole discretion, and after due consideration of relevant factors, that either all, or part of the Work being invoiced is not in accordance with the Contract Documents.

### INVOICING PROCESS

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 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.

### 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.

### 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 Services.

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 functional and performance requirements defined in the Contract.

The Company warrants all Work for a period of one year following Acceptance of the Work. If any failure to meet the foregoing warranty appears within one year after Work is Accepted, the Company shall again perform the Work directly affected by such failure at the Company's sole expense.

### 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 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.

### 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.

### 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.

### 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.

# TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

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

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

# FORMS

## FORMS (APPENDIX B)

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

# EVALUATION MATRIX

## EVALUATION MATRIX

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