



Procurement Department Bid Section  
Customer Center 1<sup>st</sup> Floor, Room 002  
21 W. Church Street  
Jacksonville, Florida 32202

August 28, 2019

ADDENDUM NUMBER: ONE (1)

TITLE: ITN 130-19 FUEL TANK CLEANING, TREATMENT, AND TESTING SERVICES

BID DUE DATE: September 10, 2019

TIME OF RECEIPT: 12:00 PM EST

**THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES OR CLARIFICATIONS:**

**1. Revise and Replace Solicitation Section 2.5.1. Insurance Requirements with the following language:**

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

**Workers' Compensation**

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

**Commercial General Liability**

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

**Automobile Liability**

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

**Excess or Umbrella Liability**

**(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability);** Insurance Limits: \$4,000,000 each occurrence and annual aggregate.

**Contractors Pollution Liability (CPL)**

Third-party coverage for bodily injury, property damage, defense, cleanup, and related defense costs as a result of pollution conditions (sudden/accidental or gradual) arising from contracting operations performed by or on behalf of the Company. Insurance Limits: \$1,000,000 each occurrence and \$2,000,000 annual aggregate.

Company's Commercial General Liability and Excess/Umbrella Liability policies shall remain in force throughout the duration of the project and until the Work is completed to JEA's satisfaction. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

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

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

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

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

2. **Question:** Will the insurance requirements be required prior to issuing the contract or the purchase order?

**Answer:** Prior to issuing the purchase order.

3. **Question:** Can you confirm that JEA is handling the chemical?

**Answer:** Yes

4. **Question:** Will the vendor apply the chemicals?

**Answer:** Yes

5. **Question:** How will the vendor get the chemical from JEA?

**Answer:** The chemical will be supplied to the vendor as needed.

6. **Question:** Can JEA provide SDS sheets for the standard chemical?

**Answer:** Yes, they will be given to the awarded vendor upon request.

7. **Question:** What is the name of the chemical product and the purpose of the chemical?

**Answer:** The chemical is HydroClean and it is an emulsifier.

8. **Question:** Who currently has the contract for these services?

**Answer:** Petroleum Recovery Services

9. **Question:** Can attendees get a copy of the current contract?

**Answer:** Yes – please request by email.

10. **Question:** Can you clarify section 3.1.2. of the technical specifications?

**Answer:** Contractor is responsible for ensuring that they are properly licensed and responsible for including any cost associated with disposal in the workbook unit pricing.

11. **Question:** Can attendees get a copy of (1) completed lab report?

**Answer:** Yes, JEA will provide the lab report in our next addendum. For clarification, DVDs are used for scoping and not a regular practice. JEA would provide advance notice of any request for DVD and this would be captured under the AD Hoc pricing and only utilized if proper cleaning was not performed.

**12. Question:** For in-house work, does that mean JEA will do tank cleaning?

**Answer:** No

**13. Question:** Why would there be opportunities for changes to the rotation of the tank cleaning?

**Answer:** - The only opportunities for changes to the rotation would be for new tanks, a service request and the decommissioning of a tank.

**14. Question:** Why would the number of tanks decrease? Has this happened previously?

**Answer:** Yes, tank sizes have decreased but the number of tanks has increased.

**15. Question:** Will Vendor be responsible for tanks not properly cleaned?

**Answer:** No, it is the Vendor's initial cleaning of the tank.

**16. Question:** Can vendors add additional chemical?

**Answer:** Yes, once it has been approved by JEA and at the expense of the vendor.

**ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE RESPONSE FORM**