

Solicitation #1410238846

Request For Proposal (RFP) for

General Engineering Services Fiber Optic Route Design and Engineering in the Transmission and Distribution

for



Jacksonville, FL

Use this Link to Access the Bid on Zycus:

<https://zsn.zycus.com/guest/genericRegister/JEA074/iSource/109018/>

Optional Pre-Response Meeting via WebEx or Teleconference on Monday November 30, 2020 at
10:00 AM EST

Meeting URL:

<https://jeameeting.webex.com/jeameeting/j.php?MTID=m9409ae242d4e96793e53d6169893b084>

Meeting Number (Access Code): 172 066 9325

Meeting Password: tFAudv8SJ25

Dial In: +1-415-655-0001

Responses are due on Tuesday, December 15 2020, by 12:00 PM EST
Responses must be electronically submitted per instructions in this Solicitation

JEA will publicly open all Responses received from qualified Respondents on Tuesday, December 15
2020, via WebEx.

For more information please contact the JEA Buyer at:
Nickolas Dambrose at dambnc@jea.com

SOLICITATION

1. REQUEST FOR PROPOSALS

1.1. SCOPE OF WORK

The purpose of this solicitation is for JEA to solicit Proposals from companies that are qualified to provide general engineering services for fiber optic route design within electrical transmission and distribution supply space (the “Work” or “Services”). The Work is generally described as performing engineering and design services as requested from time to time by JEA for which the estimated construction cost of each individual project does not exceed \$2,000,000.00 or the professional service fees for an individual study do not exceed \$200,000.00 as set forth in Florida Statutes Section 287.055, known as the Consultants' Competitive Negotiation Act (CCNA).

JEA intends to contract with an experienced engineering firms that possess technical expertise in the operations maintenance, and experience with installation of new construction of small to large communications network fiber for municipal electric utilities. The Work will consist primarily of Capital and O&M projects that are planned or developed throughout the course of a three (3) year contract period. It is expected that the engineering firm will have the expertise and resources to provide all of these services listed herein, and have sufficient staff available in order to respond within to forty-eight (48) hours in an emergency situation and within four (4) days for routine requests.

JEA intends to Award one (1) Contract for the Work. This will be a three (3) year contract with one (1) option to renew for an additional one (1) year.

Further information can be found in Appendix A Technical Specifications.

1.1.1. 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: General Engineering Services – Fiber Optic Route Design and Engineering in the Transmission and Distribution supply space

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: 1410238846

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

Proposal Due Date: Tuesday, December 15, 2020

Responses are to only be delivered electronically via link provided. Please use the “Request a Submission Link” on the Formal Procurement Opportunities page of JEA.com to receive a unique, password-protected link. An automated, detailed auditing system provides sealed Response integrity.

All Responses submitted must reference the Solicitation Title and Number noted on the cover page of this Solicitation. All Responses must be made on the appropriate forms as specified in this Solicitation and uploaded to a JEA-provided electronic folder for submission.

If a Respondent is interested in receiving a copy of the Response form in a Word format, please email the JEA Buyer indicated on the cover page of this Solicitation with the request. Requests must be made no later than five business days prior to the Response opening date

The Respondent shall be solely responsible for delivery of its Response to the electronic folder.

Responses are due by the time and on the date stated on the cover page of this Solicitation. LATE RESPONSES WILL BE REJECTED.

Due to Covid - 19, JEA is implementing an electronic Bid Submission process. Suppliers shall submit their bids electronically only using the following procedure. Lynn Rix, is JEA's bid opening coordinator. Please contact the buyer: Nickolas Dambrose (904-665-7217 dambnc@jea.com) or Lynn Rix (rixlw@jea.com) phone (904-665-8621) if you have questions.

Bids/Responses are to only be delivered electronically via Zycus ESourcing System.

1.1.2. OPENING OF PROPOSALS

All Responses received shall be publicly announced and recorded via WebEx at the date and time indicated on the cover page of this Solicitation..

The details for the WebEx will be on jea.com at the following website:
https://www.jea.com/Events/Public_Meetings/Bid_Opening approximately 48 hours before the Response opening.

At the opening of Responses, a JEA representative will publicly open each Response that was received prior to the Date and Time, except for those Responses that have been properly withdrawn. JEA has the right to waive irregularities or informalities in the Responses to the extent allowable under applicable laws.

1.1.3. OPTIONAL PRE-PROPOSAL MEETING IN PERSON OR TELECONFERENCE

There will be an optional Pre-Response meeting associated with this Solicitation at the date and time listed on the cover page of this Solicitation. All interested Respondents must attend the Pre-Response meeting. Those planning to attend the WebEx or teleconference must email their name and contact information to the JEA Buyer listed herein at least 24 hours prior to the Pre-Response meeting to facilitate roll call. A Respondent must only sign in representing one company, unless otherwise agreed to by JEA in writing.

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

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

Optional Pre-Response Meeting via WebEx or Teleconference on Monday November 30, 2020 at 10:00 AM EST

Meeting URL:

<https://jeameeting.webex.com/jeameeting/j.php?MTID=m9409ae242d4e96793e53d6169893b084>

Meeting Number (Access Code): 172 066 9325

Meeting Password: tFAudv8SJ25

Dial In: +1-415-655-0001

1.1.4. QUESTIONS

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

For Procurement Related Questions:

Buyer: Nickolas Dambrose

E-mail: dambnc@jea.com

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION (RFP)

Proposer shall have the following Minimum Qualifications to be considered eligible to submit a Proposal in response to this RFP. **Appendix B Minimum Qualification Form has been provided to complete this section.**

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:

1. The Proposer shall provide two (2) similar project references successfully completed within the previous five (5) years as of the proposal due date.
 - A similar project must demonstrate experience in planning, design, or post design services for Fiber builds in the transmission and distribution supply space. The engineering design services shall exceed \$50,000.00 in value for each project.

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 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.

1.2.4. SELECTION CRITERIA

1.2.4.1. PROFESSIONAL STAFF EXPERIENCE

Maximum score for this criterion is: 45 POINTS - Points for each subsection will be awarded as described on the Evaluation Matrix attached to this RFP.

A. Professional Staff

The Proposer shall provide a maximum of two (2) resumes of the professional staff to be assigned to perform the Work. The resumes provided shall identify the Lead Project Engineer and Staff Engineer. **The Proposer must have at least one registered PE for the State of Florida in the office serving JEA.**

Note, the Registered PE must be from the Company submitting the Proposal (the "Prime Company"). Persons whose resumes are submitted as Professional Staff must be able to perform the Work unless Company receives prior approval by the JEA Project Manager to use an alternate Staff Member. **All positions (as shown in the attached Evaluation Matrix) shall serve in only one (1) role.**

B. Years and Depth of Relevant Experience

At a minimum, each resume shall present the Professional Staff's name, title, years of relevant experience with the company, applicable professional registrations, education, and work experience. Resumes shall also

identify any specialty or technical process expertise. **Resumes shall be no more than two pages in length, single sided, and on 8.5" by 11" sized paper. If more than two (2) pages are submitted, only the information contained on the first two pages will be evaluated by JEA. No more than 2 (2) resumes will be evaluated.**

Required Information: Proposer must include resumes of the following type personnel who will be available to execute the work within the next year. Proposers may only submit an individual's resume once - for only one (1) of the two (2) positions requested below. Resumes from subcontractor's employees are acceptable and must be so indicated. Each resume should indicate whether the candidate is a full time employee (either permanent or contract) of the firm or a subcontractor's employee and whether the employee is available to work on JEA projects. The address of the office where the employee is currently located must be provided in the resume.

1. Lead Project Engineer: Specify all Fiber design, FDOT and RXR experience in submitting and obtaining permits.
2. Staff Engineer: Specify all Fiber design, FDOT and RXR experience in submitting and obtaining permits.

Please use your own form for this section.

1.2.4.2. COMPANY EXPERIENCE & DESIGN APPROACH

Maximum score for this criterion is: 36 POINTS

Proposer shall provide the following:

1. A summary description of two (2) projects, one for each of the two categories below, which may include the two (2) projects submitted in the Minimum Qualifications Form. If the Company has performed work for JEA in the past five (5) years, at least one (1), but no more than one (1) of the projects, must be a JEA project reference. None of the two (2) project references provided should be for the same project.

Project Category 1: Fiber, engineering in a transmission corridor with minimum and maximum clearances of 69KV, 138KV and 230KV

Project Category 2: Fiber, engineering on distribution poles in the control space

- a. Proposer should identify whether any of the proposed Professional Staff worked in key roles in the projects.
- b. Proposer should provide detailed information to describe how Proposer managed the engagements to realize project timetables, and quality control objectives.
- c. The examples shall include the scope of the project, the size of the fiber builds (miles, sites) 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 (miles, fiber)

- Brief project description

For the two (2) projects submitted in Item 1, provide valid reference contact information for the two (2) projects. JEA will contact these two (2) references for verification and evaluation of each. Evaluation will include review of project title, scope, cost and schedule management, and relevance to Fiber design.

Please use your own form for this section.

1.2.4.3. LEAD PROJECT ENGINEER OFFICE LOCATION AND STAFF ENGINEER PROXIMITY TO JEA
Maximum score for this criterion is: 14 POINTS

Proposer shall supply the following information:

- A. Lead Project Engineer Office Location where the majority of the work will be performed. **8 Points.**

Provide the address of the Lead Project Engineer office location in which the majority of the work will be performed and its distance from JEA's Downtown located at 21 W Church St, Jacksonville, FL 32202. JEA will use Google Maps to verify distance.

In order to receive points for this criterion, Lead Project Engineer'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 residential premises. If necessary, JEA will use zoning records and tax rolls to validate this criteria.

- B. Staff Engineer Office Location where the majority of the work will be performed. **6 Points.**

Provide the address of Proposer's primary office location in which the majority of the work will be performed and its distance from JEA's Downtown located at 21 W Church St, Jacksonville, FL 32202. JEA will use Google Maps to verify distance.

Respond on Appendix B Proposal Form

1.2.4.4. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB)
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:

COJ/JEA certified JSEB = 5 pts;
 Amount of work that will be subcontracted:
 Non-JSEB with JSEB partner:
 Greater than or equal to 5% of work = 4 pts
 Greater than or equal to 3%, but less than 5% of work = 3 pts

Greater than or equal to 2%, but less than 3% of work = 2 pts
Greater than or equal to 1%, but less than 2% of work = 1 pts
Less than 1% of work = 0 pts

Respond on List of JSEB Certified Firms Form (if any)- this form is located on jea.com

1.2.4.5. TIE

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

1.2.5. 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 (free form)
- List of Subcontractors Form (if any) - this form is located on jea.com

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

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

The contract cap will be a total combined value of \$750,000.00 for the three (3) year the contract term. The one (1) optional one (1) year renewal may increase the contract cap at JEA's sole option. The Contract cap stated herein is not intended to be a guarantee of the amount work assigned to the company, but shall merely represent the potential maximum indebtedness of JEA under this Contract. Once the cap is exhausted, the firm may not be awarded any additional work under this Contract. A Contract will only be extended or increased as necessary for a firm to complete an ongoing project during the contract term.

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.

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

Rita Scott
Procurement/JSEB Manager
JEA
(904) 665-6257
scotrl@jea.com

1.3. COMPLETING THE SUBMITTAL DOCUMENTS

1.3.1. SUBMITTING THE PROPOSAL

The Proposer shall submit its Response via Zycus e-sourcing system. **IF PROPOSER IS INTERESTED IN SUBMITTING A RESPONSE TO THIS RFP, PLEASE EMAIL NICKOLAS DAMBROSE at dambnc@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. 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.

1.3.3. 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.

1.3.4. 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 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.

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 major Subcontractors and subsuppliers/shop fabricators that it plans to utilize for the performance of the Work. All major 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 the major 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. The markup for any subcontractor work will be capped at ten percent (10%)

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 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.

1.4.9. 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.

1.4.10. 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.

1.4.11. PROHIBITION AGAINST CONTINGENT FEES

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

1.4.12. 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.

1.4.13. 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.

2. CONTRACT TERMS

2.1.1. 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 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.

2.1.2. ORDER OF PRECEDENCE

The Contract shall consist of JEA's Contract and/or Purchase Order together with the Solicitation including, but not limited to, the executed Bid Documents, which shall be collectively referred to as the Contract Documents. This Contract is the complete agreement between the parties. Parol or extrinsic evidence will not be used to vary or

contradict the express terms of this Contract. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Company shall inform JEA in writing of any conflict, error or discrepancy in the Contract Documents upon discovery. Should the Company proceed with the Work prior to written resolution of the error or conflict by JEA, all Work performed is at the sole risk of the Company. JEA will generally consider this precedence of the Contract Documents in resolving any conflict, error, or discrepancy:

- Executed Contract Amendments
- Exhibits to Contract Documents
- Executed Contract Document
- 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.

2.1.1. TERM OF CONTRACT – DEFINED DATES

This Agreement shall commence on the Effective Date, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for three (3) years, (the "Initial Term"), or until the Agreement's Maximum Indebtedness is reached, whichever occurs first.

It is at JEA's sole option to renew the Agreement for one (1) additional one (1) year period (the "Renewal Term", together with the Initial Term, the "Term"). Please note, JEA typically does not renew.

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

2.1.2. TERMINATION FOR CONVENIENCE

JE A 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.

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

2.1.3. TERMINATION FOR DEFAULT

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

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

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

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

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

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

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

2.1.4. SUSPENSION OF SERVICES

JEA may suspend the performance of the Services by providing Company with a five (5) day written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such

suspension. In the event of a suspension of Services, the Company shall resume the full performance of the Services when directed in writing to do so by JEA.

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

2.1.5. INSURANCE REQUIREMENTS

Before starting and until expiration of the Term, 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:

<u>Schedule</u>	<u>Amount</u>
<u>Workers' Compensation</u> Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts)	Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability)
<u>Commercial General Liability</u> Premises-Operations Products-Completed Operations Contractual Liability Independent Contractors Broad Form Property Damage Explosion, Collapse and Underground Hazards (XCU Coverage)	\$1,000,000 each occurrence \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit
<u>Automobile Liability</u> All autos-owned, hired, or non-owned	\$1,000,000 each occurrence, combined single limit
<u>Excess or Umbrella Liability</u> (This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability)	\$2,000,000 each occurrence and annual aggregate
<u>Professional Liability</u> Errors & Omissions; Insurance Limits: \$1,000,000 each claim; \$2,000,000 annual aggregate	

Company's Commercial General Liability, Excess or Umbrella Liability, and Professional Liability policies shall be effective for two 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 as an additional insured for all coverage except Workers' Compensation, Employer's Liability, and Professional Liability. Such insurance shall be primary to any and all other

insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, its board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval.

Company's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

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

Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Company shall submit subcontractors' Certificates of Insurance to JEA prior to allowing subcontractors to perform Work on JEA's job sites.

2.1.6. INDEMNIFICATION

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

2.1.7. 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.

2.1.8. PAYMENT METHOD – TASK ORDER

When JEA issues a Task Order with an associated Purchase Order, the Company shall invoice JEA in accordance with the instructions set forth on the Purchase Order. JEA may pay the Company for the work described on the Task Order either upon the Company's completion of and JEA's Acceptance of the Task Order work, or at predetermined Milestones stated in the Task Order.

2.1.9. PRICE ADJUSTMENT- FIXED THREE YEARS, ANNUAL THEREAFTER

Negotiated rate for the Work will remain fixed through the first three (3) years of the Contract. Thereafter, the Company may request a CPI annually. Each request for a Price Adjustment, after the three (3) year fixed period must be made within thirty (30) days after the completion of each year from the date (Anniversary Date).

When a timely price adjustment request is received, JEA will recognize the price adjustment within thirty (30) days after the Anniversary Date. No retroactive price adjustments will be allowed.

Unless the Company and JEA make other agreements, the annual price adjustment for the Contract shall be in accordance with the Consumer Price Index Summary for all urban consumers (CPI-U) published monthly by the U.S. Department of Labor, Bureau of Labor Statistics. The index used will be the "All Users" unadjusted percent change for the previous 12 months of the Company's written CPI adjustment request as received by JEA.

In the event the applicable price publication ceases, the Company and JEA shall mutually agree on a replacement index. If the Company and JEA fail to agree on a replacement index, the Contract shall terminate on the next Anniversary Date.

The following is the link to the CPI index <https://www.bls.gov/news.release/cpi.nr0.htm>

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

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

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

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

2.1.11. JSEB - INVOICING AND PAYMENT

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

2.1.12. 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 (1) 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.

2.1.13. JEA ACCESS BADGES

If the scope of work described in this Contract requires a Company to access JEA facilities, each Company employee shall apply for a JEA access badge through JEA's Security Department. An appointment to obtain a JEA access badge can be made by contacting JEA Security at securitybadge@jea.com. Finally, JEA does not allow Company employees to share JEA access badges. A Company whose employees are found to be sharing JEA access badges, will result in the Contract being terminated immediately for default. Additionally, JEA shall be notified within six (6) hours of a lost or stolen JEA security badge or when an employee leaves the Company. Report badge termination notifications to JEA Security at (904) 665-8200.

2.1.14. FORCE MAJEURE

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

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

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

2.1.15. PROHIBITED FUTURE EMPLOYMENT

It shall be unlawful and a class C offense for any person, who was an officer or employee of JEA, after his or her employment has ceased, to be employed by or enter into any contract for personal services, with a person or company who contracted with, or had a contractual relationship with JEA, while the contract is active or being completed, or within two (2) years of the cessation, completion, or termination of the person's or company's contractual relationship with JEA, where (1) the contract with JEA had a value that exceeded \$250,000, and (2) the

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

2.1.16. 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.

3. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

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

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

4. FORMS

4.1. 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.

- List of Subcontractors Form (if any) - this form is located on jea.com