

March 18, 2024

ADDENDUM NUMBER: Three (3)

TITLE: Grit, Sludge, Cake and Waste Hauling for Buckman WRF

JEA IFB NUMBER: <u>1411543446</u>

BID DUE DATE: <u>March 19, 2024</u>, <u>March 26, 2024</u>

TIME OF RECEIPT: <u>12:00 PM</u>

TIME OF OPENING: 02:00 PM

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

- 1. **JEA is updating the Response Due Date to <u>March 26, 2024</u>**. The question period for this solicitation has closed.
- 2. Question: "Would JEA consider removing the language that JEA may terminate the contract for convenience per section 2.7.2 as this is a 5-year contract with significant equipment and personnel requirements?"

Answer: No.

3. Question: "Appendix A, Section 8.1 – there is a requirement for removal of a 20-yard dumpster. Is this a requirement of the contract? Requirements for hauling to the designated landfills are in end-dump trailers."

Answer: Yes, 20 yard end-dump trailers.

4. Question: "Per the Appendix B – Response Workbook, Option 2c, would JEA consider a timeframe of 30 days or less per event to process the 250,000 gallon minimum?"

Answer: Yes.

5. Question: "Section 2.4.2 Price Adjustment states that a Price Adjustment may be requested and "the annual price adjustment for the Contract shall be stated in Appendix A – Technical Specifications of this Solicitation". However, there is not a basis for price adjustments included in Appendix A. Would JEA be willing to add a section regarding the basis for price adjustments?"

Answer: Yes. JEA is updating section 2.4.2 Price Adjustments of the solicitation as shown below.

2.4.2 Price Adjustment

Contract prices for the items listed on the Response Workbook will remain fixed for the first year of the Contract. Thereafter, the Company may request a price adjustment annually. Each request for a Price Adjustment must be made within thirty (30) days of the Anniversary Date of the Contract. If the Company fails to submit a timely price adjustment request, the Company may be denied the price adjustment for the upcoming year. 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 as stated in Appendix A Technical Specifications of this Solicitation.

The index referred to herein shall be the Consumer Price Index for All Urban Consumers Series ID: CUUR0000SA0 (the "CPI")

Contract prices (also referred to as "Unit Prices") for the Work will remain firm fixed through the first year of the Contract. For the purposes of this clause, the end date of the first year of the Contract shall be referred to as the "Anniversary Date", and the term "Anniversary Date" shall also apply to the end date of any renewals.

Thirty (30) days prior to the Anniversary Date, the Company may propose a percent adjustment to the Unit Prices based on the percent change in the CPI as calculated below. Price adjustment to the Unit Prices will be recognized by JEA within 30 days from the date of the request.

JEA also reserves the right to decrease the Unit Prices on the Anniversary Date if justified by the CPI. All price adjustments to the Unit Prices shall be capped at 6%. No retroactive price adjustments will be allowed.

Price Increase/Decrease Formula = ((Latest CPI Index– Base CPI Index)/ Base 12 CPI Index)) X 100 = Percent Change (%) (rounded to thousandth of a percent)