

Solicitation for Long-Term Firm, Dispatchable Capacity and Energy Resources

1. Cover Page

Solicitation
For Participation in
MARKET TEST FOR LONG-TERM FIRM, DISPATCHABLE CAPACITY AND ENERGY RESOURCES
for
JEA
Jacksonville, FL
Solicitation Number 1411846048

Mandatory Pre-Response Meeting via WebEx or Teleconference on November 4, 2024 at 1:30pm EST

Meeting URL: <https://jeameeting.webex.com/>

Meeting Number (Access Code): 2317 234 6279

Meeting Password: ZiA7n7mJ3kK

Dial In: [+1-415-655-0001,,23172346279##](tel:+1-415-655-0001,,23172346279##)

Those planning to attend the Webex should send contact information to: MarketTestRFP@JEA.com, 48 hours prior to the Pre-Response Meeting to have contact information documented.

Responses are due on March 4, 2025, by 12:00 PM EST

All Responses shall be submitted through JEA's E-Procurement and Contract Management Portal provided by Zycus Supplier Network at <https://zsn.zycus.com/guest>. Instructions on how to login to Zycus is provided below in this Solicitation. **LATE RESPONSES MAY BE REJECTED.**

JEA will publicly open all Responses received from qualified Respondents on March 4, 2025, at 2:00 PM EST, via WebEx.

For more information please contact the JEA Buyer at:
MarketTestRFP@JEA.com

2. Scope of Solicitation

JEA seeks Responses (the "Solicitation") to provide firm, dispatchable capacity and associated energy to help meet projected customer peak demands (plus reserve margin requirements) and energy requirements beginning in 2030. The Solicitation is supported by JEA's long-term resource planning process, which indicates that JEA's system will benefit from efficient, flexible, intermediate generation through the addition of an advanced-class combined-cycle facility. This addition would allow for the efficient utilization of natural gas while providing the JEA system with operational flexibility and dispatchability to reliably integrate increasing amounts of intermittent solar energy.

In the 2023 Integrated Resource Plan¹, JEA identified the need for a flexible combined-cycle generation resource. JEA's range for dispatchable net delivered capacity via this RFP is 525MW to 700MW. Though higher capacity options can be proposed, the proposal must include the cost of system upgrades and services needed to meet reliability and backup regulatory requirements relative to the loss of a single unit for the capacity exceeding 700MW. For the purpose of this requirement, a unit is defined as either 1) the rating of a single generator supplying the proposed capacity, or 2) the aggregated rating of all generators for interrelated CT(s) and ST(s) that make up a CCCT unit supplying the proposed capacity.

¹ [JEA | About | Electric Integrated Resource Planning Process](#)

Responses are required to offer resources that provide firm capacity to contribute to meeting JEA’s peak demand as well as meeting JEA’s requirement for dispatch flexibility. Flexible capacity allows JEA to meet its energy requirements, including the ability to operate the resource as needed to support the integration of intermittent solar energy. Proposed resources are required to be available beginning on or before December 31, 2030.

JEA will evaluate all resource alternatives submitted, that comply with the requirements of this Solicitation, relative to a self-build resource. Unless a preferred resource alternative is identified through this Solicitation, JEA anticipates pursuing the development of the self-build option. Appendix A - Self-Build Option Information provides additional information regarding JEA’s self-build option.

It is anticipated that the generation technology having the highest likelihood of success as an alternative to the self-build option will be an advanced-class combined cycle technology resource, with operating parameters that include the ability to operate in baseload and load-following roles across the full unit load range. As part of any Response, regardless of technology, JEA must have sole rights to unit commitment and de-commitment, that includes dynamic scheduling (e.g., automatic generation control (“AGC”)). All Responses must be for a commercially-proven technology, meaning a technology that has a documented track record of being used in one or more commercial power projects (excluding proof-of-concept or prototype-piloting projects), has demonstrated successful operations, and is still in service.

While JEA’s resource planning process has identified a dual-fuel, advanced-class combined cycle as the preferred technology, other dispatchable technologies are not prohibited from being proposed in response to this Solicitation.

The following table provides a high-level summary of key scoping items for this Solicitation.

Table 1: Summary Scope

Scope Item	Description
Transaction Type Options	Build-Transfer Agreement (“BTA”) transactions: Asset acquisition of a proposed new-build resource and related assets, with Seller assuming construction and financing risk and transfer occurring upon successful achievement of the commercial operation date (“COD”). For any BTA Response outside of JEA’s service territory, an O&M Agreement must be contemplated within the Response. Pricing for the O&M agreement is requested through Appendix D – Response Submission Form. Appendix E (ii) - BTA term sheet is expected to model applicable terms for both JEA ownership and a joint ownership arrangement for a new facility. Power Purchase Agreement (“PPA”) transaction: Purchase of all contract capacity and associated energy, capacity-related benefits, other electric products, and environmental attributes from the proposed new-build or existing resource. Appendix E (i) – PPA term sheet is expected to model applicable terms for a PPA transaction type. Asset Purchase Agreement (“APA”): Asset acquisition of an existing resource and related assets. For any APA proposal outside of JEA’s service territory, an O&M Agreement must be contemplated within the Response. Pricing for the O&M agreement is requested through Appendix D – Response Submission Form.
Resource Location	JEA prefers Responses for resources located within the FRCC Reliability Area.

Commercial Operations Date (“COD”) / Delivery Start Date	No later than December 31, 2030
Capacity Range	Responses can be for no less than 525 MW (Average Ambient Conditions), and JEA prefers Responses to be less than or equal to 700 MW (Average Ambient Conditions)
Delivery Term	JEA requires a term of 20-years or more, and any PPA Response with terms less than 30 years or the expected life of the resource (whichever is less) must include options for contract extensions beyond the proposed PPA term. JEA prefers PPA Responses that include a buy-out option at the conclusion of the PPA term.

JEA is committed to exploring opportunities to decrease emissions resulting from its generation portfolio. Additionally, JEA wants to ensure that its generation portfolio provides the flexibility to account for present and potential future environmental regulations that limit or increase the cost of emissions from generation. This includes, but is not limited to, the EPA’s 2024 published greenhouse gas standards (GHG Rule). Any offer must comply with the GHG rule as applicable. To support its customers, JEA also wants to take advantage of opportunities to decrease customer costs that could arise from investing in sustainable infrastructure. See Appendix F: Respondent Questionnaire for details regarding the requested information on compliance with GHG rule.

Additional details regarding the type and requirements of Respondents and Responses are provided throughout this main body document and in the appendices to this Solicitation. A list of appendices is provided below:

Appendix A - Self-Build Option Information

Appendix B – Transmission Interconnection and Deliverability Considerations

Appendix C - Minimum Requirements Form

Appendix D – Response Submission Form (will be provided in an addendum)

Appendix E(i) – PPA Term Sheet (will be provided in an addendum)

Appendix E(ii) – BTA Term Sheet (will be provided in an addendum)

Appendix F – Respondent Questionnaire

Appendix G – Credit Requirements

Appendix H – Independent Evaluator Scope

Appendix I – JEA 10-Year Site Plan

Appendix J - Evaluation Methodology and Scorecard

Appendix K- Seller Insurance Requirements

Appendix L - Respondent Certification Form

Capitalized terms used in this Solicitation without definition shall have the definitions given to them in Appendix E of this Solicitation.

3. Schedule

The key milestones for the Solicitation and their currently scheduled dates are provided in Table 2 below.

Table 2 – Key Milestones for the Solicitation

Milestone	Date
RFP Issued to Market	October 2, 2024
Required Pre-Response Meeting	November 4, 2024
Response Submissions Due Date	March 4, 2025
Notice to Respondents of Final Selections	June 24, 2025
Definitive Agreement Executed	December 2025
Regulatory Approvals	July 2027
JEA self-build Planned Commercial Operations Date (COD)	September 2030
Guaranteed COD	December 31, 2030

This schedule and the documents associated with the Solicitation are subject to change at JEA's sole discretion at any time during the Solicitation process and for any reason. JEA will endeavor to notify Respondents of any changes to the Solicitation but shall not be liable for any costs incurred by Respondents or any other party due to a change or for failing to provide notice or acceptable notice of any change. Respondents should factor this schedule and any changes thereto into their project development timelines and Responses.

4. Background

JEA owns, operates, and manages the electric system established by the City of Jacksonville, Florida since 1895. In June 1997, JEA also assumed operation of the water and sewer system previously managed by the City. JEA is located in Jacksonville, Florida, where we proudly serve an estimated 522,469 electric, 396,566 water, 316,441 sewer and 26,902 reuse water customers. JEA is Florida's largest municipal utility and the eighth largest municipal utility in the United States.

JEA owns and operates an electric system with four generating plants, plus transmission and distribution facilities, including over 744 circuit miles of transmission lines and more than 7,408 miles of distribution lines. JEA also currently purchases energy from several solar sites located across the service territory, has contractual arrangements to purchase power from two landfill gas facilities and from a nuclear power plant, Vogtle Units 3 and 4. Additionally, JEA purchases power and energy from conventional resources and solar resources outside of JEA's service territory.

5. Invitation - Submitting a Response

Respondents that meet the Minimum Requirements stated herein are invited to submit a Response to this Solicitation. A complete copy of this Solicitation, the appendices, forms, and all other documents referenced in this Solicitation are on JEA's E-Procurement and Contract Management Portal provided by Zycus Supplier Network at <https://zsn.zycus.com/guest/genericRegister/JEA074>. Instructions on how to login to Zycus are provided below in this Solicitation.

All Responses are due at the time indicated on the title page of this Solicitation. Section 6 of this Solicitation has the instructions for submitting a Response for this Solicitation within Zycus.

All documentation submitted with a Response must reference the Solicitation Title and Number identified on the title page of this document. All Responses must be made on the appropriate forms and formats as specified by this Solicitation and uploaded to JEA's procurement platform.

All Responses should be delivered electronically to JEA via the Zycus platform. An automated, detailed auditing system provides sealed Response integrity. Responses remain sealed on the platform until the Close Date & Time (Due Date & Time).

A Respondent shall be solely responsible for timely delivery of its Response to the Zycus Supplier Network. Respondents are strongly encouraged to acquire log in credentials early as possible. Additionally, Respondents are encouraged to submit Responses early to ensure the uploading process goes smoothly. **If Respondent is unable to access or has issues with the functionality of Zycus, then please contact JEA for assistance.**

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

6. Zycus Instructions

I. How to Log into Zycus

A. New Users – Zycus

1. New Users will need to register to login. Registration will require Company name, address, phone, contact, title, phone and email address. Also, it is recommended users use Google Chrome to access Zycus.
2. Note if the company is already doing business with JEA, you may find the company is already registered in Zycus. To find out if you are registered, try entering your email address in the New User Registration screen. If you receive a message stating “Email ID already registered”, log in as an “Existing User Log-in”. If you don’t know your password, enter your email address and click on “Forgot Password”.

B. Existing Users or New Users with Previously Registered Emails

1. Once the user has a login on the sourcing platform, select “Existing User Log-in”. The user may navigate to the solicitation by selecting the icon for the applicable solicitation.

II. How to Submit a Response Using Zycus

1. Once logged in, users will see all JEA Sourcing Events, then select the applicable event.
2. Once in the Sourcing Event, the Sourcing Event has prompts for actions required to respond to the solicitation.
3. For the user to proceed to submit a Response to JEA using Zycus, the user will be required to provide its acceptance of the of the Zycus iSource Terms & Conditions associated with the work. Such Terms and Conditions may cover non-disclosure, safety, cyber security, Invitation for Bid contract terms, etc.
4. Once all terms are accepted, additional Solicitation information will be available for viewing and submitting a Response by selecting “Confirm Participation”. JEA will then have a record indicating the company intends to submit a Response.
5. A user then can respond to each section of the Solicitation and once completed with each section, can select “Save”. Note each section has a red, yellow, and green light code. Items will turn green once completed. Yellow and red lights mean there is additional action required. Users may also note under each tab, there are multiple questions to respond to, scroll down the list to ensure all questions are answered.
6. In this Solicitation, JEA will provide forms, pricing tables in Excel, and questionnaires which the user will need to download. Additionally, all required documentation outlined in this Solicitation will need to be uploaded once completed as part of the Response. Users can download the required attachments by selecting the “Buyers Attachments” icon.
7. Once the required documentation is uploaded and saved, the section light will turn green. Once all sections are completed and green lighted, the User may select “Submit Response”.
8. Once the user selects “Submit Response”, the user will receive a “Success” pop-up when submitted.

9. Once submitted users may recall and modify submitted documentation and submit information until the Response Due Date and Time.

The Bidder shall be solely responsible for delivery of its Bid response to the electronic Zycus platform.

Bids are due by the time and on the date listed above. Late Bids may not be accepted.

Bidders are strongly encouraged to acquire log in credentials early as possible. Additionally, Bidders are encouraged to submit bids early to ensure uploading process goes smoothly.

Issues in logging in or in submitting documents shall be coordinated through buyer at MarketTestRFP@JEA.com.

7. Questions

All Questions must be submitted in writing electronically on the Zycus eForum to the JEA Buyer listed herein at least five (5) business days prior to the opening date. Questions received within five (5) business days prior to the opening date may not be answered. Bidder Questions may be submitted via the Zycus Chat function in the associated bid under eForum. Group Responses of a material nature shall be issued by addendum and attached to the online procurement on the Zycus platform. JEA reserves the right to provide responses to questions to all bidders that do not refer to specific individual project information in consultation with the Independent Evaluator (“IE”). Refer to Appendix H for a description of the Scope of Work for the IE.

Submitting an inquiry to the eForum section will send a communication to the buyer. Any comments or queries are not Addendums to the Solicitation. Only Addendum(s) issued and attached to the Solicitation under “Buyers Attachments” will be considered to be a formally approved change or clarification.

Additional direct contact may be made directly to the buyer at MarketTestRFP@JEA.com

8. Mandatory Pre-Response Meeting

There will be a mandatory 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 are encouraged to email their name and contact information to the JEA Buyer listed herein at least 48 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.

9. Opening of Responses

All Respondents (i.e., company name) and technology included within 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> 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. Confidential information will not be shared during the opening, and will be limited to Respondent name and technology type. JEA has the right to waive irregularities or informalities in the Responses to the extent allowable under applicable laws.

10. Alternate Provisions and Conditions

Responses that contain provisions that are contrary to requirements found in this Solicitation, including any requirements found in this Solicitation and corresponding appendices, will be reviewed but may not be accepted by JEA. Term sheets for PPAs and BTAs have been provided in Appendix E(i) and Appendix E(ii), respectively. Exceptions to these term sheets should be provided through redlines of the provided term sheets. Respondents shall be deemed to have accepted any terms for which exceptions or proposed revisions are not provided. JEA reserves the right to negotiate the best terms and conditions if determined to be in the best interests of JEA and negotiate different terms and related price adjustments if JEA determines that it provides the best value to JEA.

11. Minimum Requirements

Respondent must meet the following Minimum Requirements to be considered eligible to have its Response evaluated by JEA. Respondent must complete and submit the Minimum Requirements Form provided in Appendix C of this Solicitation. JEA reserves the right to ask for additional back up documentation or additional reference projects to confirm the Respondent meets the requirements stated below.

JEA will reject Responses from Respondents not meeting all of the following Minimum Requirements:

- Respondents have fully completed all required forms and provided all required information, consistent with the instruction in Section 5, Section 6, and Section 17.
- Responses must have a guaranteed delivery start date or COD of no later than the guaranteed COD date shown in Table 2 of Section 3 - Schedule.
- Responses are for at least 525 MW (Average Ambient Conditions).
- Respondents provided a project development schedule that identifies, at a minimum, the schedule milestones required by JEA, any environmental permitting, transmission interconnection and delivery, and other applicable regulatory processes to facilitate the quoted delivery start date or COD of the proposed resource.
- The Respondent certifies that along with the Response for the generation resource(s), the Respondent has submitted detailed plans and schedules for transmission interconnection, including submission into the interconnection queue, and the implementation of any required transmission upgrades, and the associated transmission service(s) for the power to be delivered to JEA service territory in compliance with all the state and federal regulations. This must be done for any resource regardless of its location (on-system or off-system).
- Respondents satisfy and account for within its Response JEA's credit standards outlined in Appendix G – Credit Requirements
- For resources that JEA will not be operating (e.g., PPAs and off-system BTAs), Respondent acknowledges that the Response is for firm-delivered energy, and Respondent is responsible for providing gas transportation adequate to ensure firm delivery of energy. Respondent to provide the volume of firm gas transport secured from which pipeline provider, the term of the contract, and any other pertinent supply details.
- Responses must include five (5) days of onsite liquid back-up fuel storage and 5 days of on-site demineralized water storage and/or installed production capability.
- Responses include resources with commercially-proven technology. Technologies in the demonstration process are not acceptable.
- The Response must include dynamic scheduling (e.g., automatic generation control ("AGC")) by JEA for the proposed resource.
- The Response must include JEA's ability to commit and decommit the proposed facility at JEA's sole discretion, or the bottom of the dispatch range must be 0MWs.
- Any resulting agreement between the Respondent and JEA will require long-term coordination and approval of scheduled maintenance by JEA.
- For any BTA or APA proposal outside of JEA's service territory, an O&M Agreement must be included within the Response.
- JEA requires a term of 20-years or more, and any PPA Response with terms less than 30 years or the expected life of the resource (whichever is less) must include options for contract extensions beyond the proposed PPA term to the lesser of 30 years or the expected end-of-life date. Provide details of this option within Appendix F – Respondent Questionnaire.
- The Respondent acknowledges that any study(ies) associated with the system impact must be performed by a transmission consulting engineering firm with experience in the respective (FRCC/ITS) region(s).
- As outlined in Appendix B – Transmission Interconnection and Delivery Considerations, the Respondent acknowledges that all applicable estimated capital cost for any system improvements or new

constructions, and the costs of any transmission services through the project life cycle, that will not be estimated by JEA, have been provided along with the Response. The bidder acknowledges that the Respondent price is all inclusive of such costs.

- The Respondent is not on the State of Florida Convicted Vendor List, State of Florida's Suspended Vendor List, the City of Jacksonville's Disqualified Vendor List, have their bidding privileges actively suspended by JEA, been debarred by JEA, or have had a contract with JEA was terminated for default within the last two (2) years.
- Respondent acknowledges that immediately following JEA Board approval to negotiate, Respondent will support JEA with all necessary information for filing of petition for Determination of Need, and Site Certification Application, as applicable to the response.
- Respondents must attend the Mandatory Pre-Response Meeting as found in Section 8 of this Solicitation.

12. Insurance Requirements

Prior to JEA issuing a notice to proceed to the Company to begin executing obligations under an executed contract, the Respondent shall submit a certificate of insurance (COI) that is in compliance with amounts and requirements as indicated in this Solicitation (see Appendix K – Seller Insurance Requirements). Note, where applicable, that the COI shall specifically indicate JEA as additional insured on all required insurance except Worker's Compensation and Professional Liability (if applicable). Furthermore, waiver of subrogation must be provided for all required insurance in favor of JEA, including its board members, officers, employees, agents, successors, and assigns.

13. Optional Use of Small and Emerging Business Program

It is at the Respondent's option as to whether it chooses to subcontract with a JSEB firm. JEA encourages the use of JSEB firms; however, the Respondent is not required to utilize a JSEB to be awarded a Contract under this Solicitation.

For more information regarding the JSEB program, please contact Rita Scott, JEA, JSEB Manager, scotrl@jea.com.

14. Basis of Selection - Highest Evaluated

JEA may select and enter contract negotiations to the Respondent whose Response meets or exceeds the Minimum Requirements set forth in this Solicitation, and whose Response receives the highest number of points based upon JEA's evaluation of the Selection Criteria stated herein. JEA will not select a Response on a price only basis but will make a selection based on an evaluation of how well each Respondent meets the "Selection Criteria" stated herein. Selections and execution of any contracts resulting from this Solicitation is subject to approval from JEA senior leadership and JEA's Board of Directors.

15. Evaluation Methodology

Responses will be scored and ranked by a committee of 3 to 5 evaluators consisting of JEA's staff. Each evaluator will individually score the Responses using an evaluation matrix outlined below and in Appendix J – Evaluation Methodology and Scorecard. Evaluators will be supported by a team of subject matter experts (SMEs) consisting of JEA staff and consultants.

JEA will use the "Selection Criteria" listed below to evaluate the Responses. JEA will make its selection decision based solely upon the information submitted in the Responses and any follow-up information requests or questions and answers submitted by JEA's SME team. JEA may also choose, at JEA's sole discretion, to have one or more Respondents make presentations to representatives of JEA prior to selections to support JEA Response evaluations. It is always in the best interest of the Respondent to provide informative, concise, well-organized technical and business information relative to the Response, in both the initial submittal of its Response and in any subsequent submittals.

Economic Assessment

Respondent shall provide a firm price quote for all by completing Appendix D – Response Submission Form. The prices quoted must include all applicable transmission interconnection and delivery cost (as outlined in Appendix B, applicable fuel delivery cost, profit, taxes, benefits, travel, percent mark-up, contingency, and all other overhead items. The prices quoted by Respondent on the Response Form must be firm-fixed prices, not estimates.

The economic assessment consists of an economic analysis that measures the total system cost impact to JEA over the JEA planning horizon when the proposed resource is added as compared to a resource plan including the Self-Build Option, with the JEA system optimized around the proposed resource. The economic analysis will utilize information in the Response forms to characterize the cost of the proposed resource. The proposed resource will be evaluated using the PLEXOS model.

To the extent JEA receives robust participation in the Solicitation, the economic evaluation may include a preliminary economic screening analysis and, for those Responses that do not pass the screening, JEA may reject those Responses in its sole and absolute discretion.

Qualitative Evaluation

The qualitative evaluation will include assessments of Respondents capabilities, resource flexibility, project development experience (if applicable), transmission interconnection and delivery, fuel procurement (including transportation), environmental compliance risks, and other factors that JEA determines may be relevant to a Response's risk and viability. A score will be developed for the Response by rating the Respondent and Response over multiple weighted metrics in several risk categories, using defined scoring criteria. The weighted sum of each metric will be totaled to determine the overall score for the proposal. This assessment will be based on the information provided within Appendix D – Response Submission Form, Appendix F – Respondent Questionnaire, and any additional information requested of the Respondent through discussions and clarifying questions from JEA.

Transmission Assessment

Respondents must provide known or estimated interconnection and transmission delivery costs to support the requirements of this Solicitation. If this information is not available, Respondents must provide a summary of any known issue related to power delivery and discuss the status of determining the network upgrade costs. This information is requested through Appendix F – Respondent Questionnaire. JEA has the option to model Responses with an estimated upgrade cost based on the location of the interconnection point and engineering judgment.

The existing capacity of JEA for power import and export over its existing ties is required to support system operation and must not be negatively impacted. JEA will analyze each proposal for impacts to JEA's current capabilities, and if remedies are required to preserve current capabilities, JEA will estimate the cost of those remedies and add the appropriate cost to the proposal.

An assessment of cost and risk associated with Transmission interconnection and delivery will be incorporated into the economic and qualitative assessment. More information regarding the contemplated transmission assessment, requirements of the Respondent related to transmission, and allocation of cost is provided in Appendix B – Transmission Interconnection and Delivery Considerations and within Appendix J – Evaluation Methodology and Scorecard.

Evaluation Scoring

Economic Assessment Score (70 Points)

- Lowest Overall Cumulative Present Worth Cost (CPWC), Base Case (with GHG Rule) over 30 years (30 points)
- Lowest CPWC, Base Case (with GHG Rule) at 15-year mark (10 points)
- Lowest Overall CPWC, Base Case (without GHG Rule) over 30 years (15 points)
- Sensitivity Cases CPWC (15 points)

Qualitative Evaluation (Risk Assessment) Score (30 Points)

- System Reliability (Flexibility) (6 points)
- Experience and Commercial (6 points)
- Transmission Status (6 points)
- Project Status and Technical Design (3 points)
- Environmental (3 points)
- Fuel Supply (6 points)

JEA reserves the right to adjust the qualitative criteria and point assignment prior to receipt of offers.

Independent Evaluator

The Market Test RFP process and procedures and the RFP evaluation process and procedures have been approved by and will be monitored by the Independent Evaluator, Merrimack Energy. For more details, please see Appendix H – IE Scope.

While evaluating Responses, JEA may request clarification or additional information from the Respondent about any item in its Response. Such requests will be sent consistent with the protocols outlined in this Solicitation and the Respondent must provide a response back to JEA within five (5) business days unless otherwise specified by JEA, or JEA, at its sole discretion, may deem the Respondent to be non-responsive and either suspend or terminate further evaluation of its Responses.

Once the evaluation is complete, Respondents and their corresponding Responses may be selected for commercial negotiations. After the selection process has been completed, JEA will notify each Respondent as to whether JEA is moving forward with their Responses or has been eliminated from further consideration for this Solicitation.

16. Tie

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

17. Required Forms to be Submitted

The following forms and associated documentation must be completed and submitted to JEA at the timeframes stated above:

- Appendix C - Minimum Requirements Form
- Appendix D – Response Submission Form
- Redlines of Appendix E Term Sheets
- Appendix F – Respondent Questionnaire
- Appendix L – Respondent Certification Form
- Proposed Terms and Conditions for O&M Agreement, if applicable

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

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

- I. Conflict of Interest Certificate Form - This form can be found at JEA.com
- II. Certificate of Insurance
- III. W-9
- IV. Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)
- V. Subcontractor Form, if applicable

18. Addenda

An addenda is defined as a written change or changes to the Solicitation 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. JEA will submit an Addenda as needed and will notify Respondents through the contemplated communication process described in Sections 5 & 6 above.

19. Contract Execution

Within 30 days from the date of selections, JEA will present the successful Respondent with the Contract. The parties shall negotiate in good faith to execute the definitive Agreement by the date provided in Table 2 above. Such date may be extended at JEA's discretion. If the parties are unable to agree to terms for the definitive Agreement by the date provided in Table 2, as such date may be extended by JEA, JEA may cancel the award with no further liability to the Respondent and retain any bid security or bond.

20. Ex Parte Communication

Ex Parte Communication is defined as any inappropriate communication concerning a Solicitation between any officers, employees or other representatives of Respondent and a JEA representative during the time in which the Solicitation is being advertised through the time of selections. Examples of inappropriate communications include: private communications concerning the details of the Solicitation in which a company becomes privy to information not available to the other Respondents. Social contact between companies and JEA Representatives should be kept to an absolute minimum during the Solicitation process.

Ex Parte Communication is strictly prohibited. Failure to adhere to this policy will disqualify the noncompliant Respondent. Any questions or clarifications concerning this Solicitation must be sent in writing through Zycus to the JEA Buyer at least five business days prior to the opening date. If JEA determines that a question should be answered or a requirement should be clarified, JEA will issue an Addendum to the Solicitation.

21. Certifications and Representations of the Company

By signing and submitting its Response, the Respondent certifies and represents as follows:

A. That the individual signing the Response is duly authorized to contractually bind the Respondent to the terms and conditions of this Solicitation and the Contract. Respondent shall provide satisfactory evidence of such authority within three days of JEA's request.

B. That every aspect of the Response is 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, if successful, the Respondent will be registered to conduct business in the State of Florida and in active status with the Florida Division of Corporations at the time of execution of a Contract.

D. That the Respondent maintains in active status of any and all licenses, permits, certifications, insurance, bonds and other credentials including, but not limited to, all licenses necessary to perform its obligations under the Definitive Agreement. The Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of the status change.

22. Ethics

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

The Respondent shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, in Respondent or its Response by completing and submitting the Conflict of Interest Certificate Form available at jea.com. Failure to fully complete and submit the Conflict of Interest Certificate will disqualify the Response. If JEA has reason to believe that collusion exists among the Respondents, JEA shall reject any and all Responses from such Respondents and will proceed to debar the Respondents from future JEA Awards in accordance with the JEA Procurement Code.

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

In accordance with Florida Statutes Sec. 287.133, JEA shall reject Responses 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 Respondent listed on the Convicted Vendor list for any transaction exceeding \$35,000 for a period of 36 months from the date of being placed on the Convicted Vendor list.

23. JEA Publications

Applicable JEA publications are available at jea.com.

24. Modification or Withdrawal of Responses

The Respondent may modify or withdraw its Response at any time prior to the Response Due Date and Time by giving written notice to JEA through the established communication protocols outlined in this Solicitation by submitting an updated Response. JEA will not accept modifications submitted by telephone, telegraph, email, or facsimile, or those submitted after the Response Due Date and Time. The Respondent may not modify or withdraw its Response for a period of 12 months following the Response Due Date.

25. Notice of Prohibition Against Considering Social, Political, or Ideological Interests

Pursuant to Section 287.0501, Florida Statutes, JEA may not:

- (i) Request documentation of or consider a vendor's social, political, or ideological interests when determining whether a vendor is a responsible vendor; or
- (ii) Give preference to a vendor based on the vendor's social, political, or ideological interests.

26. Prohibition Against Contingent Fees

The Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Respondent, or an independent sales representative under contract with the Respondent, to solicit or secure a contract with JEA, and that it has not paid or agreed to pay any person, company, corporation, or other individual, other than a bona fide employee working solely for the Respondent, or an independent sales representative under contract with the Respondent, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the Award or the Contract. If a breach or violation of the 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.

27. Protest of Solicitation and Selection Process

Any protests regarding this Solicitation must be filed in writing and in accordance with the JEA Procurement Code, as amended from time to time. The JEA Procurement Code is available online at www.jea.com.

28. Availability Of Response After Opening

In accordance with the Florida Public Records Law, Florida Statutes, Chapter 119, copies of all Responses are available for public inspection thirty (30) days after the opening of Responses or on the date selections are announced, whichever is earlier. Release of documents will be performed in accordance with Section 30 Sunshine Law below. Respondents may review opened Responses once they are available for public inspection by contacting the designated JEA Buyer or JEA's Public Records custodian whose contact information can be found at jea.com. JEA will post a summary of the Response results immediately after the Response opening.

Pursuant to Section 119.0713(4), Florida Statutes, if the Response contains proprietary confidential business information, such information shall remain confidential for one year after JEA has either completed its due diligence review or has decided not to participate in the project. For the purposes of this section, "proprietary confidential business information" is defined as follows:

- (i) Trade secrets, as defined in Section 688.002, Florida Statutes;
- (ii) Internal auditing controls and reports of internal auditors;
- (iii) Security measures, systems, or procedures;
- (iv) Information concerning bids or contractual data, the disclosure of which would impair the efforts of JEA to contract for goods or services on favorable terms; and
- (v) Information relating to competitive interests, the disclosure of which would impair the competitive business of the provider of the information.

There may be additional public records exemptions that apply to information contained in the Response. It is the responsibility of Respondent to identify information in the Response that may be considered confidential or exempt from production, as provided in Section 30 below.

29. Reservation of Rights of JEA

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

JEA reserves the right to reject all Responses, and to waive informalities if JEA deems such action to be in its best interest. JEA may reject any Responses that it deems incomplete or irregular.

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 Responses at any time prior to the time announced for the opening of Responses. JEA may Award the Contract in whole or in part. JEA may award multiple Contracts if it is deemed to be in JEA's best interest.

30. Sunshine Law

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

If a Respondent believes that any portion of the documents, data or records submitted in response to this Solicitation are exempt from Florida's Public Records Law, Respondent 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 Respondent's name, and shall be clearly labeled "Redacted Copy." Respondent should only redact those portions of records that Respondent claims are specifically exempt from the Florida Public Records Laws. If Respondent 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 Respondent that such an assertion has been made. It is Respondent'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 Respondent's redacted information under legal process, JEA shall give Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law.) Respondent 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, Respondent agrees to protect, defend, and indemnify JEA from and against all claims, demands, actions, suits, damages, losses, settlements, costs and expenses (including but not limited to reasonable attorney fees and costs) arising from it relating to Respondent's determination that the redacted portions of its response to this Solicitation are not subject to disclosure.

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

JEA

**Attn: Public Records
225 North Pearl Street
Jacksonville, FL 32202**

31. Scrutinized Companies

Pursuant to Section 287.135(2), Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

- 1) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, contractor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- 2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, contractor:
 - i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or
 - ii. Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(a)4, Florida Statutes, JEA may terminate this Contract at JEA's option if this Contract is for goods or services in an amount of one million dollars or more and the Company:

- 1) Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;
- 2) Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes;
- 3) Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(b), Florida Statutes, JEA may terminate this Contract at JEA'S option if this Contract is for goods and services of any amount and Company:

- 1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or
- 2) Is engaged in a boycott of Israel.

32. Safety Qualification Requirement

As applicable, Respondent shall be approved as JEA Safety Qualified. A Respondent will not be allowed to work onsite of a project without the appropriate safety qualifications.

JEA Safety Qualification information is available online at http://www.jea.com/About/Procurement/Contractor_Safety under Contractor Safety Reference Materials. A Respondent must have a three-year average Experience Modification Rating (EMR) of 1.0 or less and agree to the provisions of the Contractor Safety Management Process (CSMP) in order to become JEA Safety Qualified. It is the Respondent's responsibility to ensure it is JEA Safety Qualified. A list of the JEA's Safety Qualified vendors can be found on https://www.jea.com/About/Procurement/Contractor_Safety/. For additional information, contact Jim Fisher at (904) 226-5045 or Curtis Stothers at (904) 665-7736.

Contractors that have attained JEA Safety Qualification but have experienced incidents that result in their three-year average EMR to raise above 1.0 shall not be permitted to continue to perform work, be prevented from bidding on other JEA projects and/or sites, and their company name shall be removed from the list of JEA Safety Qualified Contractors. If JEA determines that it is in the best interest of JEA that the contractor be permitted to complete the contract, the contractor shall provide an acceptable Safety Action Plan to the contractor sponsor. The contractor sponsor shall provide that Safety Action Plan to their director and the director of safety and health services or their designees. If it is determined that the contractor has adequately addressed the safety concerns of the worksite, it may complete that contract only. Until written acceptance of the Safety Action Plan is received, the contractor may not go back to work and shall not work on other projects not specifically addressed in the Safety Action Plan.

Each Company once awarded a JEA Contract is required to provide regular and continuing training for their employees. Such training shall not be charged to JEA as a separate billable fee. Company (including General / Prime Contractors) will also monitor the training activities of Subcontractors under their direction. All training outside of JEA specific training must meet OSHA requirements. Company employees working on JEA projects or sites shall receive JEA Safety Orientation and JEA Site-Specific Training before beginning work.