

ITTN- Design and Implementation of Electric and Water Demand Side Management (DSM) Programs
Solicitation

for



Jacksonville, FL
Solicitation Number
#1411967448

Optional Pre-Response Meeting via Teams or Teleconference on **April 7, 2025**, at 1:00 PM EST

Meeting URL: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjI1NGUyMDgtOTg3OS00ZDg2LTljMzktNjI0M2JiZTE3NGEz%40thread.v2/0?context=%7b%22Tid%22%3a%22c0d91960-576d-4631-bc37-56584b7dc8db%22%2c%22Oid%22%3a%224de7f58e-e532-4fea-81ce-dba85ea59e85%22%7d

Meeting ID : 273 197 056 681

Meeting Password: ah7ZM7v4

Dial In: [+1 321-558-7338](tel:+13215587338),[237726732#](tel:+13215587338) United States, Orlando

Phone conference ID: 237 726 732#

Responses are due on **May 6, 2025, 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 **May 6, 2025, at 2:00 PM EST** vis MS Teams.

For more information, please contact the following JEA Buyer at:
Angel Love at iosuad@jea.com

1.1) Scope of Work

The purpose of this Invitation to Negotiate (this "Solicitation") is to evaluate and select a vendor to design and implement the following three separate programs for JEA:

1. Residential Electric and Water Demand Side Management (DSM) Program including a Neighborhood Energy Efficiency Program (NEE) ("Scope 1")
2. Commercial Electric and Water Demand Side Management (DSM) Program ("Scope 2")
3. Non-Road Electrification Program ("Scope 3")

Respondents may provide proposals for 1, 2, or 3 programs based on their capabilities and strategy. Each program will be evaluated separately, so the Respondent must provide separate independent designs for each program submitted and also provide a section clearly detailing how an award of any other program(s) will improve program performance as well as identifying any additional savings as described in Section 1.21.

JEA's budgeted fees to be paid to the successful Respondent(s) have been provided in Appendix B – Response Workbook and Appendix A – Technical Specifications. Although Respondents must design and implement programs within these budgets, JEA is not evaluating price in making an Award decision for Scope 1 & 2 under this Solicitation. For Scope 1 & 2, JEA will evaluate a Respondent's ability to maximize MWh and MGD savings and to implement programs in a timely manner so that JEA and its customers begin realizing savings as soon as possible. For Scope 3, Non-Road Electrification program JEA will evaluate both the costs to meet the MWh load addition and implement programs in a timely manner so that JEA and its customers begin realizing the new beneficial electric load as soon as possible.

JEA, in its sole discretion, may award one or more contracts for a single program or combination of programs. JEA's primary goal is to make an award to the best Company for each program; however, any synergies gained through award of multiple programs in a single contract will be evaluated as provided in Section 1.21 of this Solicitation.

The term of each Contract awarded will be for three (3) years with the option for JEA to renew the Contract for two (2)-additional one (1)-year periods.

JEA's Energy Efficiency (EE) goals are established based on compliance with the Florida Energy Efficiency Conservation Act (FEECA) and the strategic objectives outlined in our Integrated Resource Plan (IRP). The IRP-driven portion of these goals is informed by JEA's annually updated Ten-Year Site Plan (TYSP), which reflects evolving system needs, regulatory requirements, and market conditions.

Given the dynamic nature of energy planning and regulatory obligations, JEA's EE targets and associated program budgets may be subject to periodic adjustments. While the goals and budget allocations presented in this ITN reflect our current understanding of EE priorities, JEA reserves the right to revise these parameters as necessary to align with evolving policy directives, load forecasts, and cost-effectiveness evaluations.

As a result, any contract awarded under this ITN may require amendments to accommodate changes in EE goals and funding levels. Respondents must demonstrate flexibility in program design, implementation, and reporting to adapt to such adjustments. Final EE goals and budgets will be reviewed and confirmed during contract negotiations, ensuring alignment with JEA's strategic objectives and compliance with applicable regulatory mandates.

A more detailed description of all Three (3) Scopes of Work is provided in the Technical Specifications included as an Exhibit to this Solicitation.

Capitalized terms used in this Solicitation without definition shall have the definitions given to them in Section 2 of this Solicitation.

1.2) 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 and 316,441 sewer and 26,902 reuse water customers. JEA is Florida's largest community owned utility and the eighth largest municipal in the United States.

1.3) Invitation - Submitting a Response

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

All Responses are due at the time indicated on the title page of this Solicitation. Section 1 of this Solicitation are the instructions for submitting a Response for this Solicitation. Section 2 of this Solicitation contain the definitions and commercial contract terms associated with this procurement.

A Contract will be presented to the Respondent awarded this Work and the Contract will incorporate by reference this entire Solicitation and all associated Addenda. A sample of the JEA Contract can be found on jea.com.

All documentation submitted with a Response must reference the Solicitation Title and Number stated herein. 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 uploading process goes smoothly. **If Respondent is not able to submit its Response via Zycus, then please email the Response to the JEA Buyer identified in the Section below titled "Questions".**

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

1.4) 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, once completed with each section, select “Save”. Note each section has a red, yellow, 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 most Solicitations, JEA will provide Technical Specifications, pricing tables in Excel which the user will need to download. Additionally, Excel pricing tables may need to be uploaded once completed to as part of the Response. Users can download the required attachments by selecting the “Buyers Attachments” icon.
7. Once the required forms are 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.

1.5) Questions

All Questions must be submitted in writing to the JEA Buyer Angel Love at iosuad@jea.com at least five business days prior to the opening date. Questions received within five business days prior to the opening date may not be answered.

1.6) Pre-Response Meeting

There may 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 are invited to attend the Pre-Response meeting. Those planning to attend the Teams or teleconference may 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.

1.7) Opening of Responses

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

The details for the Microsoft Teams 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. JEA has the right to waive irregularities or informalities in the Responses to the extent allowable under applicable laws.

1.8) Alternate Provisions and Conditions (RFP&ITN)

Terms and conditions found in Responses that are contrary to requirements found in this Solicitation, including, but not limited to, the Contract terms and conditions contained in Section 2 of this Solicitation and any requirements found in the Technical Specifications attached as an exhibit or attachment to this Solicitation, will be rejected and are of no force and effect. However, JEA reserves the right to negotiate different terms and conditions and requirements if JEA determines that such terms and conditions and requirements are in the best interest of JEA.

1.9) Minimum Qualifications

Respondent must meet the following Minimum Qualifications to be considered eligible to have its Response evaluated by JEA. JEA cannot be utilized as a reference to satisfy the requirements above. JEA reserves the right to ask for additional back up documentation or additional reference projects to confirm the Respondent meets the requirements stated above.

IN ORDER TO BE CONSIDERED A QUALIFIED RESPONDENT BY JEA YOU MUST MEET THE MINIMUM QUALIFICATIONS LISTED BELOW FOR EACH SCOPE OF WORK AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SOLICITATION/TECHNICAL SPECIFICATIONS.

The following Minimum Qualifications shall apply to this Solicitation. A Respondent not meeting all of the following Minimum Qualifications for the DSM program for which the Respondent has submitted a Response will have its Response rejected:

SCOPE 1 (RESIDENTIAL DSM PROGRAM) Minimum Qualifications

Respondent must provide references for a contract demonstrating successful completion of one (1) similar residential electric DSM program, one similar residential water DSM program and one (1) similar Neighborhood Energy Efficiency program as described in the Technical Specifications for Scope 1. The reference contract(s) must have been completed within the five (5) years immediately preceding the Response Due Date and Time.

- The contract for the similar residential **electric** DSM program must have required Respondent to provide:
 - Managerial oversight of a residential **electric** DSM program for an electric utility with no less than 300,000 customers with an annual contract value of at least \$2,000,000.
- The contract for the similar residential **water** DSM program must have required Respondent to provide:
 - Managerial oversight of a residential water DSM program for a water utility OR an electric/water utility with no less than 150,000 customers with an annual contract value of at least \$1,000,000.

-OR-

- Alternative qualification methods. If respondent cannot meet the above water program requirements the following criteria will be used to EVALUATE if respondent can establish grounds for inclusion in the solicitation. These details will be evaluated along with respondent's water DSM program design and their strategy for customer acquisition to meet stated goals to determine if minimum requirements have been established for this alternate qualification method. This evaluation will be at the sole discretion of JEA:
 - If respondent has participated in a water DSM program with less than 150,000 residential customers and annual contract value less than \$1,000,000, provide that contract information, including budget, scope of delivery, and program measures. The utility program manager for this program MUST BE A LISTED REFERENCE.

• -OR-

- Provide a contract for a program that is not an energy efficiency program (i.e.. Gas, solar, etc.) with a utility with no less than 150,000 residential customers with an annual contract value of at least \$1,000,000. Provide the contract details including budget, scope of delivery, and program measures. The utility program manager for this program MUST BE A LISTED REFERENCE.
- The contract for the similar residential **Neighborhood Energy Efficiency** program must have required Respondent to provide:
 - Managerial oversight of a residential electric DSM program for no less than 300,000 customers with an annual contract value of at least \$2,000,000.
 - Installation of electric and/or water conservation products in at least 1,000 customer homes annually

The Minimum Qualifications above may be met using one contract that provided both the electric and water residential programs or may be met using two separate contracts – one for an electric program and one for a water program. JEA cannot be utilized as a reference to satisfy the requirements above.

SCOPE 2 (COMMERCIAL DSM PROGRAM)

Respondent must provide references for a contract demonstrating successful completion of one similar commercial electric DSM program and one similar commercial water DSM program, as described in the Technical Specifications for Scope 2. The reference contracts must have been completed within the (5) years immediately preceding the Response Due Date and Time.

- The contract for the similar commercial electric DSM program must have required Respondent to provide:
 - Managerial oversight of a commercial electric DSM program for an electric utility with no less than 25,000 commercial customers with an annual contract value of at least \$2,000,000.
- The contract for the similar commercial water DSM program must have required Respondent to provide:
 - Managerial oversight of a commercial water DSM program for a water utility or an electric/water utility with no less than 15,000 commercial customers with an annual contract value of at least \$500,000.

-OR-

- Alternative qualification methods. If respondent cannot meet the above water program requirements the following criteria will be used to EVALUATE if respondent can establish grounds for inclusion in the solicitation. These details will be evaluated along with respondent's water DSM program design and their strategy for customer acquisition to meet stated goals to determine if minimum requirements have been established for this alternate qualification method. This evaluation will be at the sole discretion of JEA:
 - If respondent has participated in a water DSM program with less than 15,000 commercial customers and annual contract value less than \$500,000, provide that contract information, including budget, scope of delivery, and program measures. The utility program manager for this program MUST BE A LISTED REFERENCE.

-OR-

- Provide a contract for a program that is not an energy efficiency program (i.e. Gas, solar, etc.) with a utility with no less than 15,000 commercial customers with an annual contract value of at least \$500,000. Provide the contract details including budget, scope of delivery, and program measures. The utility program manager for this program MUST BE A LISTED REFERENCE.

The Minimum Qualifications above may be met using one contract that provided both the electric and water commercial programs or may be met using two separate contracts – one for an electric program and one for a water program. JEA cannot be utilized as a reference to satisfy the requirements above.

SCOPE 3 (NON-ROAD ELECTRIFICATION)

Respondent must provide references demonstrating successful completion of two (2) similar contracts providing implementation program services similar to those described in the Technical Specifications for Scope 3. The reference contracts must have been completed within the (5) years immediately preceding the Response Due Date and Time.

- A similar contract is defined as providing implementation of electrification program services for customer incentives for an electric utility provider.
 - Managerial oversight of a commercial electrification program for an electric utility with no less than 25,000 commercial customers with an annual contract value of at least \$2,000,000.

1.10) Number of Contracts to be Awarded

JEA intends to Award up to three (3) Contracts for the Work. JEA reserves the right to Award three Contracts, or less than three Contracts 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. JEA reserves the right to not award a Contract for Scope 1, Scope 2, or Scope 3, or award some portion of Scope 1, Scope 2, or Scope 3 in its sole discretion.

JEA intends to consider the following three different Award scenarios:

Award Scenario 1 (3 Contracts): Three separate Contracts for Scope 1, Scope 2, or Scope 3

Award Scenario 2 (2 Contracts): One Contract for Scopes 2 and 3, One Contract for Scope 1
Award Scenario 3 (1 Contract): One Contract for combined Scopes 1, 2, and 3

1.11) Insurance Requirements

Prior to JEA issuing a Purchase Order to the Company to begin the Work, the Company shall submit a certificate of insurance (COI) that is in compliance with amounts and requirements as indicated in this Solicitation. Note 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.

1.12) Liquidated Damages In Contract

The Contract issued pursuant to this Solicitation contains liquidated damages tied to project completion deadlines. The Respondent should review the specific time frames and liquidated damage amounts prior to submitting its Response.

1.13) 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 Bill Hickey, JEA, Manager of Supplier Diversity Programs and Procurement Services, hickwj@jea.com or jsebprogram@jea.com.

1.14). Basis of Award - Highest Evaluated

JEA will evaluate each Scope (Scope 1, Scope 2, and Scope 3) separately using the Selection Criteria described in Section 1.15 and will make an Award to the responsive and responsible Respondent(s) whose Response(s) meets or exceeds the Minimum Qualifications set forth in this Solicitation, and whose Response(s) receives the highest number of points based upon JEA's evaluation of the Selection Criteria described in Section 1.16. See Section 1.10 for Award scenarios and the number of Contracts to be Awarded.

NOTE: Upon completion of the evaluation of written Responses, JEA, in its sole discretion, may request that a shortlist of Respondents provide presentations/demonstrations. The short-list will be based on the possible Award scenario(s) scores received after evaluation of written Responses. Any points given for the optional presentations/demonstrations will be added to the scores received by Respondents based on the written Responses to determine the highest evaluated Respondent(s).

1.15). ITN Evaluation and Negotiation Process

JEA intends to select Respondents (the "Short-list") with which to commence negotiations. A selection committee (hereinafter referred to as the "Selection Committee"), will be appointed by the Chief Procurement Officer (the "CPO"), or his designee, to review and evaluate each Response submitted. The CPO's office will distribute a copy of each Response to each member of the Selection Committee, and the members of the Selection Committee will separately and independently evaluate and rank the Responses using the "Selection Criteria" as stated below in this Solicitation. JEA will use this ranking to develop the Short-list of companies in which to proceed with contract negotiations. The Award recommendation of the Negotiating Team will be based upon the scoring of the BAFO's, and the Selection Criteria described below in this Solicitation. The final scoring will be announced in a public meeting. The date and time of the public meeting will be posted on jea.com. The Respondent with the highest score will be submitted to the CPO for approval. Once approved, the CPO will then present an Award to the JEA Awards Committee for final approval.

Prior to developing the Short-list, JEA may request that the Respondents provide additional information to clarify their Response. JEA will NOT allow Respondents to submit additional reference projects or change said reference projects that were initially submitted for the purposes of meeting the Minimum Qualifications stated in this Solicitation. However, JEA may request clarification of submitted documentation so that JEA may make an accurate assessment in developing the Short-list. JEA must be satisfied that the successful Respondent has the necessary technical expertise, experience, and resource capabilities to satisfactorily perform the Work described in this Solicitation.

JEA reserves the right to Award a Contract based on the Selection Committee's initial evaluation of the Responses if JEA deems the Responses demonstrate adequate competition, compliance, and responsiveness to this Solicitation. If JEA determines the previously stated criteria have not been met, JEA will finalize the Short-list and proceed with contract negotiations.

Respondents are cautioned to present the best possible pricing offer in their initial Responses. Failing to do so may result in a Respondent not making the Short-list and will not be allowed to proceed with contract negotiations. Additionally, the Total Bid Price submitted with the initial Response cannot be increased during the Solicitation process.

Once a Short-list is developed, the CPO, or his designee, will appoint a negotiating team (the "Negotiating Team"). The Negotiation Team may be comprised of the same individuals as were members of the Selection Committee. JEA reserves the right to negotiate concurrently or separately with the Short-list Respondents. JEA reserves the right to seek clarifications, to request Response revisions, and to request any additional information deemed necessary for proper evaluation of the Responses. JEA reserves the right to incorporate value added services or industry standard innovations recommended by a Respondent into the Contract's scope of work.

A Respondent that is included on the Short-list may be required, at the sole option of JEA, to make an oral presentation, provide additional written clarifications to its Response, or JEA may require site visits to Respondent's facilities. Oral presentations, handouts, and written clarifications will be attached to the Respondent's Response and will become a part of the Response as if originally submitted. The CPO or his designee will initiate and schedule a time and location for any presentations that may be required.

As a part of the negotiation process, JEA may contact the references provided by the Respondent for independently verifying the information provided in the Response, and to assess the extent of success of the projects associated with those references. JEA also reserves the right to contact references not provided by Respondents. Respondents may be requested to provide additional references. The results of the reference checking may influence the final negotiation, ranking, and Award recommendation.

After written clarifications, oral presentations, site visits, and any other negotiations deemed by JEA to be in its best interest, the Short-list Respondents will be given a deadline to submit their best and final offer (the "Best and Final Offer" or "BAFO"). The negotiation process will stop upon submission of the BAFO. Respondents will not be allowed to make further adjustments to their BAFO or communicate further with JEA, except to respond to requests for clarification from the Negotiating Team.

The JEA Negotiating Team will adjust and calculate the final rankings of the Short-list based on the BAFO submissions. JEA does not anticipate reopening negotiations after receiving the BAFO submissions but reserves

the right to do so if it believes doing so will be in the best interests of JEA. In the event that JEA reopens negotiations, any final rankings will be revised accordingly.

Negotiations will not be open to the public but will be recorded. All recordings of negotiations and any records, documents, and other materials presented at negotiation sessions are public records and can be released pursuant to a public records request after a notice of intended decision for this Solicitation is posted, or thirty (30) days after the opening of the Responses, whichever occurs earlier.

The Award recommendation of the Negotiating Team will be based upon the scoring of the BAFO submissions, and the Selection Criteria described below in this Solicitation. The Respondent with the highest score will be submitted to the CPO for approval. Once approved, the CPO will then present an Award to the JEA Awards Committee for final approval.

In its sole discretion, JEA reserves the right to withdraw this Solicitation either before or after receiving Responses, to reject any and all Responses either in whole or in part, with or without cause, or to waive any Solicitation requirement informalities, minor irregularities, and deficiencies in any Response, and to determine such action is in the best interest of JEA. Issuance of this Solicitation in no way constitutes a commitment by JEA to make an Award or enter into a Contract.

All Responses submitted to JEA are subject to the JEA's terms and conditions contained in this Solicitation and JEA's Procurement Code. Any and all additional terms and conditions submitted by Respondents are rejected and shall have no force.

1.14) Selection Criteria

- o The following criteria will be used by JEA to evaluate and rank Responses from Respondents who meet the Minimum Qualifications specified in this Solicitation.

o

Savings, Beneficial Electrification Potential & Costs

- o **Maximum score: 35 Points**

Respondent shall identify DSM savings potential, beneficial electrification potential and costs associated with each of the Scopes of Work they are bidding on. Appendix B – Response Workbook should be completed for each Scope of Work independent of each other and the combination of the Scopes of Work as detailed in the potential award scenarios described in section 1.10. For any combination of Scopes of Work, a Summary of the Synergies achieved by being awarded this combination of Scopes of Work should be clearly and succinctly articulated. JEA will score this criterion in its sole discretion by determining the potential savings, beneficial electrification potential and costs to JEA and its customers as a result of implementing the Respondent's proposed program.

In addition to the potential measures listed, Respondents are encouraged to propose alternate measures, processes, mechanisms, or methodologies that would optimize cost-effectiveness, impart greater flexibility, and control over the program and include the ability to adapt to varying budgetary conditions or limitations. Clearly defined and well-defended alternate methodologies to accomplish the Scope of Works goals will be considered as part of the overall Response.

Respondent shall provide a firm-fixed price quote for all Work in this ITN by completing the Response Workbooks Appendix B and Appendix F. The prices shall include all profit, taxes, benefits, travel, and all other overhead items. Please note, that the Respondent's total price cannot be increased during the BAFO process (if applicable).

Any percent mark-up for materials, consumables, subcontractors, and rental equipment shall not be subject to any adjustment during the Term of the Contract. The percent mark-up for rental equipment shall be all inclusive including the cost of fuel.

Please note, the prices quoted by Respondent on the Response Form must be firm-fixed prices, not estimates.

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Past Performance/Company Experience

- o **Maximum score: 10 points**

JEA will evaluate how well Respondent demonstrates through its client references provided to meet the Minimum Qualifications contained in Section 1.9, that Respondent has proven capabilities to perform the Work.

All client reference information must be supported and will be verified. Reference contacts must be aware that they are being used and agreeable to an interview for follow-up from a representative of JEA. JEA may solicit from previous clients not provided as a reference to obtain relevant information concerning the Respondent's record of past performance.

o

Professional Staff Experience

Maximum points: _5_ points

Management Structure

The Respondent shall provide a management and organizational chart illustrating the relationships and proposed responsibilities of personnel assigned to the JEA program. The chart must clearly depict all leadership roles, positions, and support staff necessary to effectively execute the program(s) based on the Respondent's experience. Additionally, the chart must include central office functions as well as regional or vice president-level management. Persons whose resumes are submitted as professional staff to be assigned to this engagement must be able to perform the Work unless Company receives prior approval by the JEA Program Manager to use an alternate Team Member. Describe their primary responsibilities in a brief paragraph.

Resumes

For each position directly involved in the day-to-day delivery of the program(s), the Respondent must provide a current resume up to the regional director (or equivalent). At a minimum, each resume shall include the following:

- Job role, title, and location
- Years of service with the company
- Applicable professional registrations
- Education and work experience

Resumes must highlight relevant experience in conducting Demand Side Management (DSM) services (both water and electric) or Electrification Program services, as applicable to the Scope of Work being bid on. Each resume shall be no more than two (2) pages in length, 8 ½" by 11" single sided. **Respondent may provide this information in its own format.**

Job Descriptions

For local staff positions that have not yet been filled, the Respondent must provide a job description for each role listed in the organizational chart that remains vacant. These job descriptions should detail the qualifications, responsibilities, and expectations for each position.

Partner Organizations

If the Respondent intends to partner with another organization for any portion of the work, the Response must identify the partnering organization, define its role(s), specify the work it will perform, and provide the applicable information required in this section for that organization.

Ability To Design an Approach and Work Plan

Maximum score: __30__ points

For each Program being proposed, Respondent shall include a detailed plan describing how Respondent will realize project goals, timetables, and objectives; and the demonstrated general ability to bring about a successful completion of the Program proposed including all project assumptions. This must include a timeline for each measure/Program to ensure launch on October 1, 2025. If this date cannot be met, alternative solutions to start up must be provided to ensure that the Scope of work awarded seamlessly goes from one program year to the next, regardless of who is awarded each Scope. Any potential risks to not meeting the October 1, 2025, start-up should be identified and addressed.

Respondent shall specifically address the following items:

Program Strategy:

- a. Describe Respondent's understanding of the applicable residential and commercial market in developing a Program approach and how Respondent's approach is the most appropriate and innovative program for JEA.
- b. Describe Respondent's Program delivery approach and how Respondent's approach is the most appropriate and innovative program for JEA.
 - a. Residential Program, including Low Income and Low-Middle Income
 - b. Commercial Program, including C&I and Small Business
 - c. Non-Road Electrification, including Trade Allies and Distributors
- c. Describe methods and techniques Respondent will use to ensure high customer engagement and satisfaction.
- d. Demonstrate how Respondent's Program approach achieves the highest results at the lowest cost.
- e. Describe metrics and system(s) used to manage to contractual goals.
- f. Describe how Respondent will manage the budget to ensure continuous operation of the Program throughout each Program year.
- g. Describe methods for maintaining consistency of the Program and continuity over each twelve (12) month period.

Respondent must provide a strategy development timeline, aligned with activities and deliverables noted in the Technical Specifications. ***JEA is looking for any creative, innovative, and appropriate suggestions for optimal program design.*** Respondents should highlight unique features of its program, and the value Respondent brings to the Program. In all areas listed below, actual work examples are encouraged to substantiate proposals. **The respondent should include any ideas and program details to address:**

- a. **Low Income and Low-Middle Income segments of our customers**
- b. **Small Business customers**
- c. **Trade Allies and Distributors**

Future Considerations:

In the future, JEA may consider the following additional program enhancements/changes. For each one, please provide information on your potential design or approach for each including how you would incorporate each into the program during the contract term if we decided to add it. **Note, any corresponding pricing for your solution should be provided in the body of your proposal and NOT in the pricing workbook.**

- a. Marketplace – what solution would you propose if we choose to incorporate this program delivery model in the future? Provide an overview of the full feature set of your marketplace, including warehousing/drop shipping of products, and anticipated costs and timing.
- b. Demand Response - Describe how your Marketplace could be used to facilitate enrollment in DR programs such as BYOT and the ability to facilitate appointment setting with Trade Allies for programs in which JEA supports installation of DR devices. What would be the result of this demand response program, including anticipated costs and timing.
- c. Are there any other Program designs/solutions you feel would be important for us to consider in the future?
- d. Energy Efficiency – Describe how you might implement virtual commissioning for commercial customers?

Program Design:

- a. Program setup and launch
 - I. Program launch schedule showing all activities required to set up the Program and the time required to be in full market. This should include a responsibility matrix to show who is responsible for each task in the schedule.
- b. Marketing
 - I. Proposed channels and anticipated response rates.
 - II. Marketing plan execution strategy that JEA will implement.
- c. Customer Engagement and Call Center
 - I. Fully describe Respondent's customer engagement strategy and provide Customer Journey mapping and tracking.
 - II. Describe how Respondent's call center will provide customer support if applicable.
 - III. Describe Respondent's method of handling customer escalation issues as well Respondent's process for maintaining consistency of program management.

- IV. If not applicable, explain why.
 - I. Field Services Fully describe any required field delivery services related to Respondent's design whether employees or trade allies.
 - II. Describe how Respondent trains personnel/trade allies.
- a. Incentive Processing
 - I. Describe how Respondent plans to pay incentives to customers. If there are multiple options available, describe each, which method is included in Respondent's pricing, and the impact each will have on pricing and customer satisfaction.
- d. Reporting
 - I. Describe Respondent's reporting methodology and metrics, proposed reporting system, and the level of access JEA will have to produce ad hoc reports.
- e. Budget Management
 - I. Describe how Respondent manages program budgets and Respondent's ability to track committed dollars to ensure no budget overruns or inability to pay committed incentives, ensuring the budget extends through the end of each program year.
- f. Proposed Goals and Program Model
 - I. Provide Respondent's program design model and assumptions used to achieve the participation rates and savings (MWh & GPD), beneficial electrification potential and costs including managing the cumulative MGD savings, approach/channel recommended, free ridership evaluation process and corresponding redirection of funds, for each proposed measure. All design work should be included to complete our understanding of how the model works and how the goals will be achieved.
 - II. Fully explain the basis of Respondent's assumptions (e.g., measure adoption rates, etc.) to substantiate the information provided.
 - III. If Respondent's design includes alternate measures Respondent feels are required or helpful to achieve JEA's goals, please provide them separately, with the same detail requested above, and explain why Respondent feels they are important to the success of the program.
- g. Quality Control and Assurance
 - I. Fully describe the QC/QA processes Respondent will implement for this program.
 - II. Describe field QA/QC Processes
 - Approach to site inspections.
 - Approach to identification of and mitigation of risk.

The Respondent should identify and describe any anticipated potential problems, the firm's approach to resolving these problems and any special assistance that will be requested from JEA.

Respondent shall also provide an organizational chart delineating company's personnel responsibilities and functions associated with the Work. If applicable, this chart shall also delineate any responsibilities and functions of other team members not identified in the submitted resumes.

Work Samples

- Respondent shall provide actual work examples of similar magnitude to demonstrate The Respondent's general ability to bring about a successful completion of this scope of work for evaluation. JEA will subjectively score these examples using its expertise.

Respondent may provide this information in its own format.

Program Delivery

Maximum score: _15_ Points

Respondent shall detail each Functional Capabilities and Programmatic Delivery Mechanism listed below (As applicable to the program Scope as presented in Appendix A)

- a. Functional Capabilities:
- b. Application, processing and invoicing for incentives or mark down customer incentives

- a. Data Tracking and Reporting tools. Provide relevant sample reports in an appendix.
 - b. Trade Ally Network development, management, and coordination
 - c. Experienced Customer Call Center trained in all programs,
 - d. Marketing including direct to customer, Trade Ally, and/or ability to post program material in retail stores.
 - e. Retail Incentives/Markdowns and Customer/Salesperson education.
 - f. Quality Control and Assurance
 - g. Minimizing the cost while achieving the highest results.
 - h. Operation through local program manager and/or on-site field representation
- c. Rebate Processing - Describe approach for process of rebates/incentives. Include:
 - a. QA/QC processes in place to ensure accuracy and prevent fraud.
 - b. Workflow diagram of rebate process
 - c. Where and how are rebates processed
 - d. Provide description of call center services,.
 - e. Provide description of how call center satisfaction will be measured and reported to JEA,
 - f. Provide example(s) from similar utility engagements.
 - g. Alternative rebate mechanisms – Venmo, Zella, Gift Cards (virtual & conventional), etc.
 - d. Programmatic Delivery Mechanisms:
 - e. In which of the following other areas does Respondent have experience and provide a brief example if applicable.
 - a. Development of a Customer Exchange network providing a liaison between customers and qualified trade allies/service providers for all program offerings.
 - b. Electrification Programs
 - c. Electric and Water DSM Programs
 - d. Demand Response Programs
 - e. Small Business Programs
 - e. Low Income Programs
 - f. Appliance Mark Down or Incentive Retail programs
 - g. Other customer benefit programs as the Company might suggest obtaining the highest possible customer benefit within a specific funding limit.

Work Samples

- Respondent shall provide actual work examples of similar magnitude to demonstrate The Respondent's general ability to bring about a successful completion of this scope of work for evaluation. JEA will subjectively score these examples using its expertise.

Respondent may provide this information in its own format.

o

Use of Jacksonville Small and Emerging Business Program Business

Maximum Score: 5 Points

Respondent shall indicate (Yes or No) whether the Respondent is certified as a Jacksonville Small and Emerging Business Program (a "JSEB") as defined by Jacksonville Ordinance 2004-602; Chapter 126, Part 6A and 6B. Respondent shall also indicate whether it intends to subcontract any services to JSEB certified firms. Points in this category will be assigned as follows:

If Respondent is not a certified JSEB, the Respondent must list any JSEB certified subcontractors on the Subcontractor Bid Form that it intends to utilize in the performance of this Work. The listing should include names of the JSEBs, the scope of work the JSEBs will provide, and the percentage dollar amount of the work being subcontracted. Points will be awarded based on the amount of work that will be conducted by JSEB firms.

The points will be awarded as follows:

- I. Respondent is a JSEB = 5 pts.

Respondent is not a JSEB but will subcontract Work to JSEBs:

Non-JSEB with JSEB partner:

- II. Greater than or equal to 10% of work = 4 pts.
- III. Greater than or equal to 7% of work, but less than 10% of work = 3 pts.
- IV. Greater than or equal to 4% of work, but less than 7% of work = 2 pts.
- V. Greater than or equal to 1% of work, but less than 4% of work = 1 pt.
- VI. Less than 1% = 0 pts.

Synergy Criterion of Multiple Scopes

Maximum score: 10 Points

Where applicable, JEA seeks to take advantage of synergies that may arise from strategic groupings of multiple Programs. The only groupings of multiple programs that may be awarded are 1) All Scopes of work (Scopes 1, 2 & 3) and/or 2) the grouping of the Commercial Electric and Water DSM program and the Non-Road Electrification program (Scopes 2 & 3). To incentivize these synergies, JEA shall award up to ten (10) additional points. Where applicable, Respondent shall identify and detail any proposed synergies and how the synergies will be achieved. This criterion will be evaluated based on the synergies proposed to increase the annual MWh savings, increase the cumulative GPD savings, increase the MWh beneficial load addition and/or increase speed to market.

If a Respondent only proposes one (1) Program, the Respondent will not be eligible to receive any points in this section.

OPTIONAL PRESENTATION/DEMONSTRATION

Maximum Score (if applicable): 35 Points

JEA reserves the right to add additional items or remove items and create an agenda to be shared with respondents prior to the presentations. In its sole discretion, JEA may request and evaluate optional presentations or demonstrations and give additional points to a short-list of Respondents using the following criteria:

- Respondent's service delivery team was cohesive, interacted and communicated well with the JEA team, and have the ability to be an effective strategic partner for JEA in the future.
- Respondent's resources participating in the presentation or demonstration had the appropriate skills, experience, and knowledge.
- Respondent's demonstrated enough details on the individual measures design and strategy to achieve the MWh and MGD savings for the DSM program on an annual basis and long term
- Respondent's demonstrated enough detail on the individual measures design and strategy to achieve KWh growth while maintaining On-peak/Off-peak requirements for the Non-Road Electrification program on an annual basis and long term.
- Respondent's demonstrated an ability to meet JEA's requirements
- Respondent's demonstrated a clear understanding of the JEA service territory and the customers that JEA serves.

1.15) Tie

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

1.16) Required Forms to be Submitted

The following forms must be completed and submitted to JEA at the timeframes stated below. The Respondent can obtain the required forms, other than the Response Workbook, by downloading them from JEA.com.

A. The following forms are required to be submitted with the Response:

- I. Response Workbook - This can be found in Appendix B of this Solicitation
- II. Information Security Questionnaire- This can be found in Appendix B of this Solicitation
- III. List of JSEB Certified Firms (if any) This can be found in Appendix B of this Solicitation
- IV. Subcontractor Form (if any). This can be found in Appendix B of this Solicitation
- V.

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

B. 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.

VI. Conflict of Interest Certificate Form - This form can be found at JEA.com

VII. Insurance certificate

VIII. W-9

IX. Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)

X. Any technical submittals as requires by the Technical Specifications

1.17) Addenda Issuance

JEa may issue Addenda prior to the opening of Responses to change or clarify the intent of this Solicitation. The Respondent is responsible for ensuring it has received all Addenda prior to submitting its Response and must acknowledge receipt of all Addenda by completing the Confirmation of Receipt of Addenda. JEa will post Addenda when issued online at JEA.com. Companies must obtain Addenda from the JEA.com website. It is the responsibility of each Respondent to ensure it has received and incorporated all Addenda into its Response. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Response.

1.18) Contract Execution and Start of Work

Within 30 days from the date of Award, JEa will present the successful Respondent with the Contract. Unless expressly waived by JEa, the successful Respondent must execute a Contract for the Work within 10 days after receiving the Contract from JEa. If the Respondent fails to execute the Contract or associated documents as required, JEa may cancel the Award with no further liability to the Respondent and retain any bid security or bond. 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 Response and authorization for the company to proceed with the Work, unless otherwise stated in the Contract or PO. For Construction Services: In the event that JEa intends to authorize the successful Respondent to proceed with administrative work only, or with only a portion of the Work, then the PO shall state the specific limitations of such authorization and JEa will issue a separate written Notice to Proceed to authorize the Respondent to begin Field Work, when applicable, or to perform the remainder of the Work, or any portion thereof. The Respondent shall ensure that it is prepared to begin Field Work upon receipt of Notice to Proceed. Any Work performed outside of this partial authorization shall be at the Respondent's risk and JEa shall have no obligation to pay for such Work.

1.19) 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 Award. 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 via email 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.

1.20) Conflict of Interest

This conflict-of-interest policy applies to all JEa construction projects ("Project"). Any company bidding the construction phase of a Project cannot at the time of Response/bid submittal, be affiliated with or have any direct or indirect ownership interest in the architect/engineer ("Designer") of record. The company will also be prohibited from bidding if the Designer has any direct or indirect ownership interest in the Contractor. Should JEa erroneously award a contract in violation of this policy, JEa may terminate the contract at any time with no liability to company, and company shall be liable to JEa for all damages, including but not limited to the costs to rebid the Project. The purpose of this policy is to encourage bidding and eliminate any actual or perceived advantage that one Respondent may have over another.

1.21) 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 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, 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 any and all licenses, permits, certifications, insurance, bonds, and other credentials including, but not limited to, all licenses necessary to perform the Work. 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 status change.

1.22) 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 for the same Work 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 submit only one Response to this Solicitation. If JEA has reasonable cause to believe the Respondent has submitted more than one Response for the same Work, other than as a Subcontractor or sub-supplier, JEA shall disqualify the Response and may pursue debarment actions.

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.

1.23) JEA Publications

Applicable JEA publications are available at jea.com.

1.24) Mathematical Errors

In the event of a mathematical error in calculation of the prices entered on the Response, the Unit Prices will prevail. The corrected price utilizing the Unit Prices quoted by Respondent will be used to determine if the Company is awarded a Contract for the Work and the corrected pricing will be used throughout the Term.

1.25) 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's Chief Procurement Officer 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 90 days following the opening of Responses.

1.26) 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.

1.27) 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.

1.28) Protest of Solicitation and Award 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.

1.29) 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 of Award announcement, whichever is earlier. 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.

1.30) 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 including, but not limited to, Responses that omit a price on any one or more items for which prices are required, Responses that omit Unit Prices if Unit Prices are required, Responses that offer equal items when the option to do so has not been stated, and Responses that fail to include a Bid Bond, where one is required.

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 or split Contracts if it is deemed to be in JEA's best interest.

1.31) 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
Ph: 904-665-8606
publicrecords@jea.com

1.32) 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.

1.33) Subcontractors Use for the Performance of the Work

The Respondent must list the names of the major Subcontractors that it intends to use for this Work unless the Work will be self-performed by the Respondent. The Subcontractors must be listed on the Subcontractors Form which is available at jea.com. Failure to submit this form with the Response may result in rejection of Respondent's Response. The Respondent shall not use Subcontractors other than those shown on the Subcontractor Form unless it shows good cause and obtains the JEA Representative's prior written consent.

If the Respondent plans to use Subcontractors to perform over 50% of the Work, the Respondent shall obtain JEA's approval at least five days prior to the Response Due Date. Failure to obtain JEA approval may result in rejection of the Respondent's Response.

1.34) Defined Terms

Words and terms defined in the section entitled "Definitions" of this document are hereby incorporated by reference into the entire document.

2) Contract Terms and Conditions

2.1) Contract Document Terms and Conditions

Section 2 of this Solicitation contains JEA's general terms and conditions that will govern the Contract awarded under this Solicitation. The Contract Documents will incorporate by reference all of the terms and conditions of this Solicitation, including all Technical Specifications, Appendices, Exhibits, Schedules, and Forms included with this Solicitation. An example of the Contract that the Company will be required to execute is available for review at jea.com.

2.2) Definitions

Capitalized words and terms used in this Solicitation shall have the meaning given to them in this Section 2. The Technical Specifications to this Solicitation may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in this Solicitation or the Contract Documents, definitions set forth in Technical Specifications shall apply only within the Technical Specifications.

2.3) Acceptance

JEA's written notice by the Project Manager to the Company that all Work as specified in the Contract, or a portion of the Work as specified in a Task or Work Order, has been completed to JEA's satisfaction. Approval or recognition of the Company meeting a Milestone or interim step does not constitute Acceptance of that portion of Work. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules, and regulations.

2.4) Addendum/Addenda

An amendment to the Solicitation which is issued by JEA before the Response Due Date and Time.

2.5) Anniversary Date

The date which is twelve (12) months after the effective date of the Contract, and each date which is twelve (12) months after an Anniversary Date that occurs while the Contract is in effect.

2.6) Award

The written approval of the Contract by JEA's Awards Committee and Chief Executive Officer.

2.7) Company

The legal person, firm, corporation, or any other entity with whom JEA executes the Contract.

2.8) Company Representative

The individual responsible for representing the Company in all activities concerning the fulfillment and administration of the Contract.

2.9) Contract

The written agreement executed by JEA and the Company which describes the rights and obligations of JEA and the Company with respect to the Work and incorporates all of the Contract Documents.

2.10) Contract Amendment

- o A written document signed by JEA and the Company issued after the execution of the Contract which authorizes an addition, deletion or revision of the Scope of Work, or the Contract Price, the Term, or any other provision of the Contract.

o

2.11) Contract Documents

- o Contract Documents means the executed Contract, this Solicitation, all documents required by or submitted in connection with this Solicitation or the Contract, and any written Change Orders, contract amendments and Purchase Orders executed by JEA.

o

2.12) Contract Price

- o The total amount payable by JEA to the Company during the Term in accordance with the terms and conditions of the Contract.

o

2.13) Contract Time

- o The number of calendar days or the period of time from when the written Purchase Order is issued to the Company, to the date Company has agreed to complete the Work, as set forth in the Contract Documents.

o

2.14) Defect

- o Work that fails to reach Acceptance, or Work that fails meet the requirements of any test, inspection or approval required or permitted by the Contract Documents, and any Work that meets the requirements of any test or approval, but nevertheless does not meet the requirements of the Contract Documents.

o

2.15) Holidays

- o The following days: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day. If a Holidays falls on a weekend, the Holiday is the day that JEA observes the Holiday.

o

2.16) Invoice

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

o

2.17) JEA

- o JEA, a body politic and corporate, which is authorized to own, manage, and operate for the benefit of the City of Jacksonville a utilities system within and without the City of Jacksonville.

o

2.18) JEA Project Manager

- o The individual assigned by JEA to have authority to administer the Contract, including the authority to issue Change Orders.

o

2.19) JSEB

- o The City of Jacksonville Small and Emerging Business Enterprises as defined in Chapter 126, Part 6 of the City of Jacksonville, Ordinance Code, as may be amended from time to time.

o

2.20) Milestone

- o A point in time representing a key or important intermediate event in the Work. A Milestone is to be capable of validation by meeting all of the items prescribed in a defining checklist as agreed to in writing by JEA.

o

2.21) Performance - Meets Expectations

- o The Company averages more than 2.9 and less than 4.0 across all performance scorecard evaluation metrics.

o

2.22) Performance - Below Expectations

- o The Company averages less than 2.80 across all scorecard evaluation metrics or scores a 2 or less on an individual evaluation metric.

o

2.23) Performance - Exceeds Expectations

- o The Company averages 4.0 or more across all scorecard evaluation metrics.

o

2.24) Purchase Order

- o A commercial document issued by JEA, authorizing work, indicating types, quantities, and agreed prices for products or services the Company will provide to JEA. Sending a PO to a Company constitutes a legal offer to buy products or services. The words "Purchase Order" are clearly marked across the top, a PO number is used for reference and invoicing purposes, includes an authorized JEA signature, and states the dollar amount of the lawfully appropriated funds.

o

2.25) Response

- o The document describing the Company's offer submitted in response to this Solicitation.

o

2.26) Respondent

- o The respondent to this Solicitation.

o

2.27) Solicitation

- o All documents issued by JEA to solicit Responses from Respondents including, but not limited to, all documents required to be submitted by a Respondent in connection with this Solicitation, the Technical Specifications, and any Addenda to the Solicitation issued by JEA.

o

2.28) Subcontractor

- o A legal person, firm, corporation, or any other entity that provides a portion of the Work to JEA on behalf of the Company or provides supplies or materials in connection with the Work.

o

2.29) Task Order

- o A document that describes the Work or describes a series of tasks that the Company will perform in accordance with the Contract Documents.

o

2.30) Term

- o The period of time during which the Contract is in force.

o

2.31) Unit Price

- o The Company charges, rounded to the nearest cent, to JEA for the performance of each respective unit of Work or Services as defined on this Solicitation.

o

2.32) Work

- o Any and all actions, products, documentation, electronic programs, reports, testing, transport, administration, management, services, materials, tools, equipment, and other deliverables to be furnished or performed by the Company under the Contract, together with any and all additional such deliverables that are not specifically provided in the Contract but can be reasonably inferred as necessary to complete the Company's obligations under the Contract.

o

2.33) Order of Precedence

- o The Contract shall consist of all of the following documents which, to the extent of any conflict, shall have priority in the order listed below:

I. Contract Amendments

II. Executed Contract Documents

III. Addenda

IV. This Solicitation, including all Appendices, Exhibits and Attachments to this Solicitation

V. Company's Response
VI. JEA's Purchase Order

o

2.34) Payment Method

- o JEA shall pay the Company monthly for the Work performed by the Company during the preceding month in accordance with the rates stated on the Company's Response Workbook upon receipt of a proper invoice from the Company.

o

2.35) Invoicing and Payment Terms

- o Within sixty (60) days from completion of the Work, the Company shall submit all Invoices or Applications for Payment in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to the following email address: ACCTPAYCUSTSRV@JEA.COM.
- o
- o 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.
- o
- o JEA may reject any Invoice or Application for Payment within 20 calendar days after receipt. JEA will return the Invoice or Application for Payment to the Company stating the reasons for rejection. Upon receipt of an acceptable revised Invoice or Application for Payment, JEA will pay the Company the revised amount within ten (10) days.
- o
- o JEA may withhold payment if the Company is in violation of any conditions or terms of the Contract Documents.
- o
- o 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.

o

2.36) JEA Contractor Travel Policy

- o To the extent the Company's fees include reimbursement for travel and travel related expenses, only the authorized expenses described here in will be reimbursed. The Company must request approval in writing from the JEA Project Manager for all travel for a specific person on official JEA business prior to commencement of travel. JEA will only reimburse the Company for actual cost of travel expenses that are documented with receipts submitted with the expense statement (the "Traveler"). The Traveler shall choose the most economical means of transportation, considering the nature of the business, the Traveler's time, cost of transportation, meals, lodging, and incidental expenses required. Reimbursement shall be made only for travel performed over usually regularly traveled routes to the destination. When travel is by indirect route for the Traveler's own convenience, reimbursement for expenses shall be based only on such charges as would have been incurred over the usually traveled route.

Authorized Expenses:

Airplane

Travel by common carrier will only be reimbursed at the coach/economy fare rate purchased.

A copy of the Traveler's air itinerary showing the cost of the coach/economy fare must be submitted along with the expense statements. The Traveler is encouraged to select the most economical published fare. A round-trip coach/economy fare greater than \$1,500 must be pre-approved by the Traveler's Chief.

Private Automobiles

If the total miles from point of origin to destination exceeds 400 miles one way, the mileage reimbursement for use of a private motor vehicle shall be limited to the lesser of:

- I. IRS rate per mile (current mileage rate can be found on the IRS website) or
- II. the lowest airline common carrier coach/economy fare to the nearest airport plus the cost of other means of transportation from the airport to the destination.

If travel is by private automobile, reimbursement shall be based on the IRS authorized mileage rate in existence at the time of travel. All mileage shall be completed from the constructive point of origin to the point of destination.

Vicinity mileage incurred while driving on official business may also be reimbursed. No other reimbursement for

expenses related to the operation, maintenance and ownership of a vehicle shall be allowed when a private motor vehicle is used on public business.

Car Rental

Rental cars may be used only if taxis or other means of transportation are less economical or otherwise impractical.

JEA has contracts with AVIS, Budget and Enterprise/National for car rentals and must be used where available. For reservations:

- III. AVIS
 - A. <https://www.carrental.com/abgPartners/sof/>
 - B. 800-652-7900
 - C. Discount Code: B113410
- IV. Budget
 - A. <https://www.carrental.com/abgPartners/sof/>
 - B. 800-214-6094
 - C. Discount Code: B113410
- V. Enterprise/National
 - A. <https://elink.enterprise.com/en/23/08/jea.html>
 - B. Account Number: XZ78612

Every effort shall be made to coordinate travel so that Travelers share a rental car and thereby eliminate multiple cars at the same location. Travelers must use the intermediate or standard class (or subordinate) of vehicles unless the number of passengers or the volume of equipment makes the intermediate/standard class impractical or if health or physical need requires a larger vehicle. A business justification for upgrades noting such must be included in the travel pre-approval. Personal accident insurance purchased by the traveler will not be reimbursed by JEA.

A receipt of itemized rental car charges must be obtained and submitted with the travel reimbursement claim.

Lodging

Reimbursement will be made for the cost of reasonably required overnight lodging when a Traveler is required to be away from his/her place of residence on behalf of JEA business. Travelers shall select lodging that is the most economical available, consistent with the duties being performed. Travelers will be reimbursed for a single room rate; double occupancy rates may be obtained if two Travelers share a room.

Travelers must document all lodging expenses with itemized statement and paid receipt from lodging facility. A receipt of itemized lodging expenses must be obtained and submitted with your travel reimbursement claim. Personal expenses such as entertainment, in-room movies, in-room concessions (i.e., mini-bar charges) and other personal charges will not be reimbursed.

Meals

Reimbursement is authorized for meals for all travelers while in a business travel status at the following fixed subsistence / per diem rates, or, at the traveler's option, at the amount submitted, not to exceed the following fixed maximum subsistence rates, but in any case, only when travel begins before and extends beyond the times specified:

- VI. Breakfast - when Travel Time begins before 6:00 a.m. and extends beyond 8:00 a.m. The JEA breakfast per diem maximum is \$20.
- VII. Lunch - when Travel Time begins before 12:00 noon and extends beyond 2:00 p.m. The JEA lunch per diem maximum is \$25.
- VIII. Dinner - when Travel Time begins before 6:00 p.m. and extends beyond 8:00 p.m. The JEA dinner per diem maximum is \$35.
- IX. International Travel - for travel outside of the United States, the per diem rate is doubled to \$100 per day.

Incidental Transportation Expenses

The following expenses incidental to transportation of the Traveler may be reimbursed:

- X. Taxi fare
- XI. Ferry fares, bridge, road, and tunnel tolls
- XII. Storage and parking fees

- A. Valet parking may be selected when there is not a more economical means of parking or where less economical options present a safety concern. A business justification for the use of valet parking must be provided in the reimbursement claim.
- B. One of the long-term (non-valet) airport parking options (vs. hourly parking) must be utilized for approved travel greater than 24 hours.
- XIII. Communication expenses such as business telephone expenses and daily internet/wireless access to conduct JEA business or to inform family members or caretakers of travel delays.
- XIV. Reasonable gratuities for services incurred at a cost (not to exceed 20% of the cost of the service or to exceed the total subsistence allowance in the case of meals).
- XV. Reasonable gratuities for services incurred without a cost (limited to \$10 per day) (receipt not required, but service justification must be indicated).

2.37) Cost Savings Plan

During the Term, JEA and Company are encouraged to identify ways to reduce the total cost to JEA related to the Work provided by the Company. JEA and Company may negotiate Contract Amendments that allow such reductions in total costs including, but not limited to, the sharing of savings resulting from implementation of cost-reducing initiatives between JEA and Company. The decision to accept any cost savings initiative shall be in the sole discretion of JEA, and JEA shall not be liable to Company for any cost that may be alleged to be related to a refusal to accept a cost savings initiative proposed by Company.

2.38) Price Adjustments

Contract rates (also referred to herein as "Unit Prices") will remain fixed through the three (3) years of the Contract. Thereafter, the Company may request a Consumer Price Index ("CPI") adjustment annually thereafter. Only the Unit Prices for labor and equipment will be subject to price adjustment.

Each request for a price adjustment, after the first (1) year of the Contract, must be made within thirty (30) days prior to each Anniversary Date.

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

Price Adjustment shall be capped at 3% annually. Unless the Company and JEA make other agreements, the annual price adjustment for the Contract shall be in accordance with the Consumer Price Index, for All items in South urban, all urban consumers, not seasonally adjusted - CUUR0300SA0 published monthly by the U.S. Department of Labor, Bureau of Labor Statistics.

The index used will be the unadjusted mean average change for the previous twelve (12) months of the Company's written CPI adjustment request is received by JEA. The calculation for the Base Date index, shall be unadjusted mean average index for the previous twelve (12) months of the Effective Date of the Contract. In the event the applicable price index publication ceases, the Company and JEA shall mutually agree on a replacement price adjustment index. If the Company and JEA fail to agree on a replacement index, the Contract shall terminate for convenience on the next Anniversary Date. Additionally, should the applicable index deviate from market for the services or goods that are being provided, JEA in its sole discretion, may approve a request to change the applicable index and determine the method for the application of the price adjustment change.

2.39) Discount Pricing

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

- I. -1% 20, net 30
- II. -2% 10, net 30

The Company may request alternate payment terms for JEA's consideration; however, alternate payment terms are not effective until acceptance by JEA in writing. All payment dates are calculated from the date of receipt of a proper Invoice by JEA's Accounts Payable department.

2.40) 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 payment terms for participating JSEB firms shall be the same or better than the payment terms the Company receives from JEA, except that in all cases JSEB firms shall be allowed to submit invoices to the Company at least bimonthly, and the Company shall pay proper invoices no later than 3 days after its receipt of JEA payment. The Company shall obtain written approval from the JEA Project Manager and JEA Manager Supplier Diversity Programs prior to withholding any payment from JSEB firm.

The Company will be required to self-report all payments made to the JSEB certified firms. The payment data will be entered into the B2Gnow JSEB Compliance & Diversity Outreach System (JCDOS) located at the following website: <https://jea.gob2g.com/>. This system tracks contract payments made by the Company to any subcontractor (i.e. JSEB or Diverse Business), the timeliness of those payments and the payments JEA makes to the Company.

The Company is required to submit the monthly payments made to the JSEB certified firms by the audit date of the 30th of each month, for the life of the contract and respond to any requests for information within the B2Gnow JSEB Compliance & Diversity Outreach System (JCDOS). The JCDOS must be checked frequently.

The Company and JSEB certified firms will be provided with access information for the JCDOS post the contract award. B2Gnow provides vendor training, and additional information can be obtained by contacting JEA's Manager Supplier Diversity Programs.

2.41) Offsets

If the Company is in violation of any requirement of the Contract, JEA may withhold payments that may otherwise be due the Company and may offset existing balances with any JEA incurred costs against funds due the Company under this and any other Company Contract with JEA, as a result of the violation, or other damages as allowed by the Contract Documents and applicable law.

2.42) Taxes

JEA is municipally owned utility and is exempt from paying Florida Sales and Use Tax and is exempt from Manufacturer's Federal Excise Tax when purchasing tangible personal property for its direct consumption. Additionally, pursuant to Florida Statute 212.08(5) (c) 3, if Company or Subcontractor is buying materials for JEA's electric generating stations, other than Northside Unit 3, JEA can issue the Company or Subcontractor an affidavit that will allow Company or Subcontractor to purchase materials tax free on behalf of JEA.

2.43) Warranty (IT)

The Company warrants that the Work furnished by the Company shall be free from defects for a period of not less than one (1) year from the date of project completion. The Company also warrants (1) the Company has necessary equipment and trained personnel to perform the services consistent with industry standards, (2) the services will be performed in workmanlike manner (3) the Company will comply with all applicable laws (4) the Company warrants that it maintains an information security process with physical safeguards appropriate for the sensitivity of JEA's and JEA's customer information (5) warrants that the software will perform its functions and (6) warrant the software shall be free of material or hidden defects.

THE FOREGOING EXPRESSED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES. COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. JEA'S REMEDY FOR THE BREACH OF ANY WARRANTY MADE BY COMPANY IN CONNECTION WITH THE PURCHASE OF ANY SERVICES HEREUNDER, shall be to require the Company to correct such defects at Company's sole expense.

In the event that JEA determines the correction of the defective software or services is an ineffective remedy, JEA's remedy is the right to recover the amount paid to Company for the defective software or services. Written notice specifying the particular defect in the software or services must be given promptly by JEA to the Company.

If the Work includes items covered under a manufacturer's or subcontractor's warranty that exceeds the requirements stated herein, Company shall transfer such warranty to JEA. Such warranties do not in any way limit the warranty provided by the Company to JEA.

2.44) Insurance

Before starting the Work, and without further limiting its liability under the Contract, Company shall procure and maintain throughout the Term at its sole expense, insurance of the types and in the minimum amounts stated below:

Workers' Compensation

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

Commercial General Liability

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

Automobile Liability

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

Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$1,000,000 each occurrence and annual aggregate.

Company's Commercial General Liability and Excess or Umbrella Liability policies shall be effective for two years after Work is complete. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

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

Such insurance shall be written by a company, or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under the Contract, certificates evidencing the maintenance of the insurance shall be uploaded to JEA's ISupplier Portal which can be found at [iSupplier Procurement and Accounts Payable Portal | JEA](#)

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

It shall be the sole responsibility of Company to ensure that any Subcontractors performing work for Company are properly insured against any claim, action, loss, damage, injury, liability, cost, and expense (including, but not by way of limitation, reasonable attorney's fees, and court costs) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subcontractors.

2.45) Indemnification

The Company shall hold harmless and indemnify 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 the 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 the Contract.

2.46) Indemnification - Release of JEA Customer Information

The Company shall hold harmless and indemnify JEA against any and all claims actions, losses, damages, injuries, liability, costs and expenses of whatsoever kind or nature (including, but not by way of limitation, reasonable

attorney's fees and court costs) arising out of the unwarranted disclosure of any JEA customer information that is in the possession of Company or any of its employees, agents or Subcontractors either in paper or electronic format, including disclosure caused by theft, electronic system malfunction, negligence, or any other cause for the information to become public or otherwise used for any purpose whatsoever.

2.47) Indemnification for Release of JEA Employees' Personal Identifiable Information (PII) Data

The Company indemnifies, defends, and holds JEA harmless from any and all claim associated with the unwarranted disclosure of any JEA PII data that is in its possession either in paper or electronic format, including disclosure caused by theft, electronic system malfunction, negligence, or any other cause for the information to become public or otherwise used for malicious intents.

2.48) Risk and Property

Ownership, risks of damage to or loss shall pass to JEA only upon Acceptance. The Company shall retain the sole risk of loss to the Work up to and including the time of Acceptance. In the event of loss or damage to the Work, the Company shall bear all costs associated with any loss or damage.

2.49) Liquidated Damages

JEA desires to ensure delivery of the GPD & MWh saved (Scope 1 & 2) and the volume of off-peak MWh and on-peak MWh (Scope 3) submitted by the Company on its Response Workbook. For JEA to ensure the committed savings and volume of off-peak MWh and on-peak MWh is achieved by the Company, this Liquidated Damages provision is established for this Contract. The total dollar amount of the Liquidated Damages that could be charged to the Company shall not exceed 10% of the contract administrative fees in any calendar year.

If the Quality Criteria as defined on the Company's Response Workbook is not satisfied, then Company shall pay JEA Liquidated Damages the percent (%) amount of the Annual administrative fee for each of the respective programs as follows (capped at 10%)

- 2% of the administrative fees at achieving 99% of fiscal year result,
- 4% of the administrative fees at achieving 98% of fiscal year result,
- 6% of the administrative fees at achieving 97% of fiscal year result,
- 8% of the administrative fees at achieving 96% of fiscal year result and
- 10% of the administrative fees at achieving 95% or less of fiscal year result.

Example calculation for DSM Programs: Respondent achieves 98.3% of the savings/volume in year 1; missed by 1.7%; liquidated damages = $1.7 \times 2 = 3.4\%$ of the year 1 Administrative fees.

For the **Non-Road Electrification (NRE) Program**, two performance targets are assessed **independently but equally**:

1. Achieving 100% of the **annual new kWh load growth** goal
2. Ensuring at least **67% of that new load is off-peak**

Each of these two targets is subject to the liquidated damage schedule above **individually**. The greater value of the two is applied, not both combined.

Example calculations for NRE Program: The liquidated damage clause above applies equally and exclusively to the annual kWh goal and the requirement for 67% of new load to be off-peak.

- Respondent achieves 100% of the kWh goal but only 63% is off peak representing 94% of the off-peak goal; a miss of 6%. The liquidated damage assessed is the full 10% of the administrative fee for that program year.
- Respondent achieves 98% of the kWh goal, but 69% of that is off peak; a miss of 2%. The liquidated damages assessed is 4% of the administrative fees for that program year.

Within 30 days of the end of each program year the Company shall prepare a report for JEA that contains a summary of the Service Level Agreements (SLAs) and corresponding program performance during the previous program year. For each SLA that was not achieved the Company shall calculate the percentage of the SLA achieved, the percentage not

achieved, and the administrative fees owed JEA. There shall be no additional administrative fees awarded for exceeding the SLA.

The Company shall pay JEA the percent amount by the end of the subsequent calendar year, or Company can agree to have JEA offset the said amount from Company's next yearly payment from JEA. If the contract has ended for any reason, payment will be made to JEA within 30 days of the end of the contract. Note, the number of Liquidated Damages owed to JEA will not be adjusted for any reason, except in the instance of a Force Majeure event (as defined herein) or delay directly caused by JEA.

Respondent can earn back the hold back by making up lost savings/volume for a specific time by making up the deficit in first 6 months of the next fiscal year. If the savings deficit is deemed to have been fully recovered on or before the end of the 6-month period, Respondent will be able to invoice for entire amount withheld up to that point and JEA will stop future hold backs within that program year.

Each program has their own risk pool and are independent of the other programs. The program risk pools are Residential DSM Water; Residential DSM Electric; Residential Neighborhood Energy Efficiency, Commercial DSM Water, Commercial DSM Electric and Non-Road Electrification.

Savings/Volume Performance SLAs are set at the portfolio level:

- Water- Gallons Per Day (GPD) per year
- Electric- MWh per year
- Performance targets:
 - Electric DSM performance includes 100% of proposed savings delivered through Water and Electric DSM funded measures
 - Water DSM performance includes 100% of proposed savings delivered through Water and Electric DSM funded measures.
- Non-Road Electrification SLA MWh performance includes 100% of proposed growth delivered through the Electrification funded program and /or Non-Road Electrification SLA MWh performance off peak load growth must exceed the proportioned minimum of 67% of total load growth delivered through the Electrification funded program.

Notwithstanding Force Majeure events or direct delays caused by JEA, the Company agrees that its pricing and schedule stated on its Response Workbook anticipates that delays may occur during the Term of the Contract. Further, any and all costs or impacts incurred by the Company in accelerating the Company's work to overcome or absorb such delays shall be the sole responsibility of the Company.

In the event of known and unknown impacts, such as the COVID-19 pandemic, for which there will likely be effects into the foreseeable future; personnel assignments, travel restrictions and other government mandates, may constrain Company's ability to conduct its services and provide deliverables as envisioned herein. Company will use commercially reasonable efforts to conduct its services and provide deliverables as envisioned herein but may revise our delivery schedule and price due to such impacts from COVID-19 and will provide written notice of such proposed changes as needed.

In the event of a Force Majeure event or a delay caused by JEA, which substantially affects the Company's operations on the Contract, the Company and JEA shall agree as to the number of calendar days to extend the completion date of the Work. In the event the Company and JEA are unable to agree on the number of calendar days to extend the Work completion date, JEA will unilaterally determine the number of calendar days to complete the Work, and the Company shall have no right whatsoever to contest such determination, except if the Company establishes that the number of calendar days determined by the JEA was arbitrary or without any reasonable basis.

The Company understands and agrees that the liquidated damages defined herein are to be paid not as a penalty, but as compensation to JEA as a fixed and reasonable penalty for losses that JEA will suffer because of such default, whether through increased administrative and engineering costs, interference with JEA's normal operations, other tangible and intangible costs, or otherwise, which costs will be impossible or impractical to measure or ascertain with any reasonable specificity.

Liquidated Damages owed may, at JEA's sole discretion, be deducted from any monies held by JEA that are otherwise payable to Company.

2.50) Delays

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall be extended for a period of equal to any time lost due to such prevention or delay.

2.51) Force Majeure

No party shall be liable for any default or delay in the performance of its obligations under the 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; pandemics; outbreaks of communicable disease; quarantines; fires; hurricanes, tornados, floods; other natural disasters; 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 shall indicate the extent to which it is anticipated that any delivery or completion dates will be thereby affected within seven calendar days.

2.52) Term of Contract

The Contract shall commence on the effective date of the Contract and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for three years.

JEA may renew the Contract in its sole discretion for two additional one-year periods.

The Contract shall be contingent upon the existence of lawfully appropriated funds for the Contract. Certain provisions of the Contract may extend past termination including, but not limited to, Warranty and Indemnification provisions.

2.53) Termination for Convenience

JEA shall have the absolute right to terminate the Contract, in whole or part, with or without cause, at any time upon written notification to the Company of such termination.

In the event of termination for convenience, JEA will pay the Company for all Work performed by the Company prior to the termination date.

Upon receipt of such notice of termination, the Company shall stop the performance of the Work except as may be necessary to carry out a termination and take any other action toward termination of the Work that JEA may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JEA.

JEA shall 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, or any resulting change in business condition.

2.54) Termination for Default (No Bonds)

JEA may terminate the Contract for default upon written notice to the Company if any of the following occurs (each, an "Event of Default"):

1. The Company assigns or subcontracts the Work without JEA's prior written consent;
2. Any petition is filed, or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
3. A receiver is appointed for the Company's properties, or the Company commits any act of insolvency (however evidenced);
4. The Company makes an assignment for the benefit of creditors;
5. The Company suspends the operation of a substantial portion of its business;
6. The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the schedule for the Work, or the Company abandons the whole or any part of the Work;
7. The Company breaches or fails to comply with any of the conditions or provisions of the Contract Documents, and, if such breach or failure is capable of cure, Company does not cure the breach or failure within 15 days after receipt of written notice from JEA;
8. The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality;
9. The Company has been placed on the list maintained under Section 287.135, Florida Statutes, of companies with activities in Sudan or in Iran Petroleum Energy Sector;
10. The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriated property belonging to JEA; or
11. Any material adverse change in the financial or business condition of the Company.

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

This Section shall in no way limit JEA's right to all remedies for nonperformance provided under law or in equity. Further, the rights and remedies available to JEA are distinct, separate, and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other.

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 to the Company notices of any kind, including but not limited to deficient performance letters and scorecards, regarding its performance prior to declaring an event of Default for performance related issues.

If the Company is declared to be in default, JEA may charge the expenses of completing the Work to the Company and may 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, but may make such expenditures that, in its sole judgment, shall best accomplish completion of the Work. JEA will, however, make reasonable efforts to mitigate the costs of completing the Work.

If, after an Event of Default, it is determined that an Event of Default did not occur, or that the default was excusable, the rights and obligations of the parties shall be the same as if JEA had terminated the Contract for convenience.

2.55) Actions After Termination

Immediately upon termination or expiration of this Contracts, Company must return to JEA all materials, documents and things used by Company and belonging to JEA, including proposals, computer files, borrower files, building keys, and any other property or information regarding continued business compliance or goodwill, whether in electronic or hard-copy form.

Furthermore, upon JEA's request, Company shall certify in writing that all of the foregoing documents or materials, including archival or backup copies, whether in electronic or hard-copy form, have been returned to JEA, deleted from any computer system or otherwise destroyed.

2.56) Transition Services

At any time prior to the date the Contract expires or terminates for any reason (the "Termination Date"), JEA may request Company to provide reasonable transition assistance services ("Transition Assistance"). Company will provide such Transition Assistance until such time as JEA notifies the Company that JEA no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date.

Transition Assistance shall mean any services, functions or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service contractor (either JEA itself or a third-party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by JEA, those third parties shall cooperate with Company in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Company.

Transition Assistance rendered before the Termination Date shall be provided at no additional cost to JEA. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Company charges to government entities for comparable services; provided however, that if JEA terminates the Contract because of a breach by Company, then (i) the Transition Assistance shall be provided at no cost to JEA, and (ii) JEA will be entitled to any other remedies available to it under law. Company may withhold Transition Assistance after the Termination Date if JEA does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Company in accordance with the invoicing and payment provisions of the Contract.

2.57) Data Obligations at Termination or Suspension of Contract

1. Data Transfer & Retention

Upon contract expiration, termination, or at JEA's written request, the Company shall deliver all JEA data in a **CSV format** with an agreed-upon header structure. The Company must also provide a **header definition file** describing each column's content to facilitate accurate data mapping to JEA's new system.

- o All JEA data shall be retained for the complete period of the contract.
- o If the Company has changed data storage systems during the contract period, it is responsible for compiling and **consolidating all data** from disparate systems into a single, structured CSV file.
- o The Company's **data transfer obligations shall not be considered fulfilled** until JEA confirms successful migration and integration into a JEA approved system.

Any JEA data related Learning model created as result of this contract, shall be provided to JEA on the condition the contract is terminated by either party.

2. Data Protection & Disposal

- o The Company shall not delete, alter, or modify JEA data during any period of service suspension or termination, except as expressly authorized in writing by JEA.
- o If JEA requests **data disposal**, the Company shall securely and permanently delete all copies of JEA data in all formats, ensuring compliance with **recognized data sanitization standards** (e.g., NIST 800-88 or equivalent).
- o The Company shall provide JEA with **written certification of secure data disposal** upon completion.
- o Company shall not share JEA data without express permission of JEA Procurement Officer

3. Security & Compliance

- o Data transfers must be executed using **secure transmission protocols** (e.g., SFTP, HTTPS, or an encrypted medium).
- o The Company shall ensure the integrity and confidentiality of JEA's data during transfer and provide verification of successful handoff.
- o Any data breaches, loss, or unauthorized access during any state of operation shall be reported immediately to JEA Information Security (Plug the JEA Info Security number), with full details of remediation steps taken and other investigation details post incident.

2.58) Suspension of Work

JEA may suspend the performance of the Work, in whole or in part, by providing Company with five days' prior written notice of such suspension. In the event of a suspension of Work, the Company shall resume performance of the Work when and to the extent directed in writing to do so by JEA.

Suspension of Work shall not affect any other rights or remedies JEA may have under this Solicitation and the Contract.

2.59) Company Representatives

The Company shall provide JEA with the name and responsibilities of the Company Representative, in writing after Award of the Contract and before starting the Work under the Contract. Should the Company need to change the Company Representative, the Company shall promptly notify JEA in writing of the change.

2.60) Company Review of Project Requirements

The Company shall review all requirements and specifications prior to commencing Work. The Company represents that its total Response Price and the 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.

The Company shall immediately notify the Project Manager in writing of any conflict with applicable law, or any error, inconsistency, or omission it may discover. JEA will promptly review the alleged conflicts, errors, inconsistencies, or omissions, and issue a Change Order or Contract Amendment as appropriate if JEA is in agreement with the alleged conflict, and issue revised specifications. Any Work the Company performs prior to receipt of approved Change Order will be at the Company's sole risk.

2.61) Coordination of Services Provided by JEA

The JEA Project Manager, or other designated JEA Representative, will, on behalf of JEA, coordinate with the Company and administer the Contract. It shall be the responsibility of the Company to coordinate all assignment related activities with the designated JEA Representative. A JEA Representative will be assigned to perform day-to-day administration and liaison functions, and to make available to the Company appropriate personnel, to the extent practical, and to furnish records and available data necessary to conduct the Work. The JEA Representative will also authorize the Company to perform work under the Contract.

2.62) Qualifications of Employees, Subcontractors, and Agents

All employees, subcontractors and agents of the Company performing work under the Contract shall be properly trained and qualified. Upon request, Company shall furnish a copy of a technical certification or other proof of qualification. All employees, subcontractors and agents performing work under the Contract must comply with all reasonable administrative requirements of JEA and with all controlling laws and regulations relevant to the services they are providing under the Contract.

The Company shall take all actions necessary to ensure that the Company's employees, subcontractors, and agents are not considered employees of JEA. Such actions include, but are not limited to, ensuring that Company's employees, subcontractors, and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than JEA.

2.63) JEA Access Badges

If the Work requires an individual to access JEA's facilities or properties, the Project Manager or other JEA Representative will determine whether or not such individual must have a JEA access badge prior to accessing JEA facilities or properties. This determination will be made based upon the business need and in accordance with JEA's applicable security policies and procedures. In no event shall individuals share JEA access badges.

Individuals issued an access badge must adhere to all of JEA's security badge usage policies and procedures. Violation of the provisions of this Section or any of JEA's security policies may result in immediate termination of the Contract.

In particular, JEA shall be notified within 24 hours of a lost or stolen JEA access badge or when an individual leaves the Company or any subcontractor. The Company will bear any costs associated with issuance, and production, of any lost or stolen JEA access badge. The Company is required to report all badge loss, or termination, notifications to the JEA Representative and JEA Security. JEA Security can be contacted at (904) 665-8200 and security@jea.com. Failure to make the reports required in this paragraph may result in significant regulatory fines and penalties. The Company shall be responsible for all such costs and JEA shall have the right to immediately terminate the Contract.

The provisions in this Section shall apply to Company's Subcontractors and agents performing any of the Work and shall be included in Company's contracts with its Subcontractors for any part of the Work.

2.64) Background Checks and Other Security Policies

The Company, at its expense, shall conduct appropriate background checks and screen each individual who will provide services to JEA as a part of the Work or who will have access to JEA's computer systems, either through on-site or remote access. The minimum background screening process shall include, but not be limited to, the following checks:

- I. Social Security Number (SSN) Trace;
- II. Criminal Records (County and State Criminal Felony and Misdemeanor, National Criminal Database, Federal Criminal);
- III. Background checks undertaken by JEA for its own employees who have duties similar to the duties of the Company's employee(s); and
- IV. Background checks which may be required pursuant to applicable background screening policies adopted by JEA from time to time.

The background screening must be conducted prior to the employee providing any services or performing any Work for JEA. JEA has the right to require more regular background checks and has the right to require that the Company provide background check results to JEA. JEA shall have the right to audit the Company's background check process to ensure compliance with JEA standards. If, at any time, the Company discovers that an individual providing services to JEA as a part of the Work has a criminal record that includes a felony or misdemeanor, the Company shall immediately inform JEA and JEA will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties. JEA, in its sole discretion, shall determine whether the individual will be placed on, or terminated from, a JEA assignment. Additionally, all individuals providing services to JEA shall have the responsibility to self-disclose any misdemeanor or felony conviction that occurs while assigned to JEA within three business days of the conviction. If the Company learns of any such conviction, the Company shall notify JEA immediately. The Company shall comply with all applicable laws and regulations governing the conduct of background checks, including but not limited to the Fair Credit Reporting Act (FCRA). Failure of the Company to comply with the terms of this paragraph may result in immediate termination of its contract with JEA.

2.65) JEA Critical Infrastructure Protection (CIP)

Pursuant to federal regulations, JEA is required to implement Critical Infrastructure Protection (CIP) and comply with NERC/FERC reliability standards for identified assets (collectively the "Assets"). Assets include both physical and cyber-Assets that are essential for JEA to maintain the integrity of the bulk electric system. Therefore, the Company must ensure that all individuals that have access to any Assets meet all requirements of JEA, including, but not limited to the background screenings required by this Contract, prior to the individual performing any services for JEA. The specific Assets an individual will access will determine the specific JEA training and criminal background check that will be required before an employee will be approved to perform services for JEA. The Company will be responsible for all labor costs associated with completion of the training. The provisions of this Section and the immediately preceding section shall apply to all of the Company's Subcontractors and agents and shall be included in Company's contracts with its Subcontractors for any part of the Work. JEA reserves the right to modify these terms if the applicable regulations change or additional regulations become applicable. JEA will provide sufficient notice in advance for Company to comply with JEA's requirements related to the updated regulations.

If applicable for all or any part of the Work, Company must also be able to certify and demonstrate to JEA's satisfaction that Company is able to comply with JEA's supply chain cyber security risk management plan and the requirements of NERC Reliability Standard NERC CIP-013, including, but not limited to CIP-013 R1. Company must

demonstrate that Company has, in JEA's sole discretion, appropriate cyber security processes, including, but not limited to, addressing the following:

1. Notification by Company to JEA, within 12 hours or sooner, of any Company personnel, who have been terminated, retired, or ceased working on JEA projects.
2. Notification by the Company of Company-identified incidents related to the products or services provided to JEA that pose cyber security risk to JEA
3. Coordination of responses to Company-identified incidents related to the products or services provided to the JEA that poses cyber security risk to JEA
4. Notification by Company when remote or onsite access should no longer be granted to Company representatives
5. Disclosure by Company of known vulnerabilities related to the products or services provided to the JEA
6. Method for verification of software integrity and authenticity of all software and patches provided by the Company for use in JEA's Bulk Electric System's Cyber System
7. Coordination of controls for (i) Company-initiated Interactive Remote Access, and (ii) system-to-system remote access with Company
8. Compliance with JEA CIP Cyber Security Policy (MD-202).

2.66) Licenses

The Company shall comply with all licensing, registration, and certification requirements pursuant to applicable laws, rules, and regulations. The Company shall secure all licenses, registrations and certifications as required for the performance of the Work and shall pay all fees associated with securing them. The Company shall produce written evidence of licenses and other certifications immediately upon request from JEA.

2.67) Legal Workforce

The Company's employment of unauthorized aliens shall be a violation of section 274A(e) of the Immigration and Nationalization Act and a breach of the provisions of the Contract. The Company and all Subcontractors must enroll and participate in the federal E-Verify Program prior the performance of any part of the Work and appropriately screen all individuals performing any part of the Work. Proof of enrollment and participation must be provided to the JEA Representative upon request.

2.68) Data Ownership, Protection and Location

JEA shall own all right, title and interest in all data of JEA and JEA's customers that is related to the Work. The Company shall only access JEA's data and JEA's customers' accounts and data if (i) required to provide the Work, (ii) required in response to service or technical issues, (iii) required by the express terms of the Contract, or (iv) at JEA's written request. Protection of personal privacy and data shall be an integral part of the Work to ensure that there is no inappropriate or unauthorized use of data of JEA or JEA's customers at any time.

The Company shall safeguard the confidentiality, integrity, and availability of all data of JEA and its customers and comply with the following:

The Company shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against the unauthorized access, disclosure or theft of Personal Data or Non-Public Data. For the purposes of the Contract, "Personal Data" shall mean data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information: government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information including account number, credit, or debit card numbers; or protected health information relating to a person. Non-Public Data shall mean data, other than Personal Data, that is not subject to distribution to the public as public information and is deemed to be sensitive and confidential because it is exempt by statute, ordinance, or administrative rule from access by the general public as public information;

All data obtained by Company under the Contract shall become and remain the property of JEA:

- I. All Personal Data and Non-Public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise agreed in writing by JEA and the Company, the Company shall be responsible for encryption of the Personal Data and non-Public Data;

- II. At no time shall any Personal Data or Non-Public Data of JEA or its customers be copied, disclosed, or retained by the Company or any party related to the Company for subsequent use in any transaction that is not a part of the Work to be provided under the Contract;
- III. The Company shall not use any Personal Data, Non-Public Data or any other information collected in connection with the Contract for any purpose other than providing the Work; The Company will prevent its employees, other than employees with a need to know, from gaining access to JEA's data and information. The Company will direct and take all reasonable steps to ensure that any Company employee who encounters any such information during the course of performing the Company's responsibilities of the Contract shall maintain the confidentiality of such information, which shall not be passed onto other Company employees or any other person. The Company shall also enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of JEA data to that which is absolutely necessary to perform job duties. The Company shall provide the Work solely from data centers in the United States. Storage of JEA data at rest shall be located solely in data centers in the United States. The Company shall not allow its personnel or its subcontractors to store JEA and JEA customer data on portable devices, including personal computers, except for devices that are used and kept only at its data centers in the United States. The Company shall permit its personnel and subcontractors to access JEA and JEA customer's data remotely only as required to provide technical support. The Company shall deploy reasonable steps and safeguards as part of a network security program in accordance with accepted industry practices, including but not limited to, Purchasing Card Industry-Data Security Standards (PCI-DSS), to prevent unlawful hacking to gain surreptitious access into JEA's and JEA's customer's data.

The Company shall promptly notify JEA within 48 hours of any confirmed breaches or issues regarding the security of systems that maintain JEA or JEA's customer data, or within 12 hours in the event of a ransomware incident.

However, any such notification by the Company shall not affect the Company's obligations to secure JEA's data as provided under the Contract. The Company shall notify JEA within 48 hours if it learns that JEA or any of JEA's customers has been, have been, or may have been, the subject of a Security Incident (which is defined below) of any kind which may compromise data of JEA or its customers, except in the event of a ransomware incident, in which case the Company shall notify JEA within 12 hours of such incident. In any such event, the Company shall: (i) investigate the incident(s) and provide a report to JEA within 48 hours; (ii) conduct a forensic investigation to determine a cause and what data/systems are implicated; (iii) provide daily updates of its investigation to JEA and permit JEA reasonable access to the investigation; (iv) communicate and cooperate with JEA concerning communication with outside parties such as law enforcement and media; and (v) cooperate with JEA in determining whether and how notice, if any, will be provided to JEA's customers with all applicable laws and regulations.

The term "Security Incident" means the potentially unauthorized access by non-authorized persons to Personal Data or Non-Public Data that the Company believes could reasonably result in the use, disclosure, or theft of unencrypted Personal Data or Non-Public Data of JEA or its customers within the possession or control of the Company. If a Data Breach (defined below) with respect to Personal Data or Non-Public data has occurred, the Company shall promptly implement necessary remedial measures and document responsive actions taken related to the Data Breach, including any post-incident review and actions taken to make changes in business practices in providing the Work, if necessary.

If a Data Breach is a result of the Company's breach of its obligation to encrypt Personal Data or Non-Public Data or otherwise prevent the release of Personal or Non-Public Data or the Company's failure to comply with any of the security requirements comply with the Contract, the Company shall bear the costs associated with (i) the investigation and resolution of the Data Breach; (ii) notifications to individuals, regulators or others required by state law; (iii) a credit monitoring service required by state or federal law; (iv) a website or toll-free number and call center for affected individuals required by state law; and (v) completing all corrective actions as reasonably determined by the Company based on root cause.

The term "Data Breach" means the unauthorized access by a non-authorized person or persons that results in the use, disclosure or theft of unencrypted Personal Data, Non-Public Data or JEA's customer information.

2.69) Vendor Performance Evaluations

Use of Vendor Performance Evaluation Scorecards

JEA may evaluate the Company's performance using the Vendor Performance Scorecard templates which are available online at jea.com. However, JEA is not required to use scorecards to terminate a contract.

When evaluating the Company's performance, JEA will consider the performance of the Company's Subcontractors and suppliers, as part of the Company's performance.

Vendors are scored on a scale from 1 to 5:

- 5 - Far Exceeds Expectations
- 4 - Exceeds Expectations
- 3 - Meets Expectations
- 2 - Below Expectations
- 1 - Far Below Expectations

The Scorecard averages all the scores for each criterion. If a Vendor scores a 3 or higher, they are considered to at least Meet Expectations.

Frequency of Evaluations

JEA may conduct performance evaluations and prepare scorecards at any time during performance of the Work or soon after the completion of the Work. JEA may conduct one or more evaluations determined solely at the discretion of JEA.

Scoring -Meets Expectations

JEA expects the Company's performance to be at a minimum evaluated as "Meets Expectations".

Scoring - Below Expectations

If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Below Expectations or Far Below Expectations, the Project Manager may first meet with the Company and issue a deadline for the Company to be back in compliance with the Contract.

If the Company fails to achieve Contract compliance, the Chief Procurement Officer or her designated alternate may meet with the Company to review the scorecard and/or send a Notice to Cure letter to the Company describing the deficient performance. The Company shall respond as requested and shall also include in its response a statement of the timeframes and specific actions that the Company will take to bring the Company's performance up to at least Meets Expectations.

The Company's performance may again be evaluated by the JEA Project Manager and if the Company is evaluated as at least Meets Expectations, no further remedial action is required by the Company, as long as Company's performance continues to be at Meets Expectations.

If the scorecard shows the Company's performance is Below Expectations or Far Below Expectations, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Company from bidding on any JEA related solicitations, invoking the Self-Help clause, and other remedies available in the JEA Procurement Code and in law. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.

In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving a Below Expectations scorecard, JEA may choose to slow down or accelerate these cycles at its sole discretion.

If the Company receives five or more letters of performance deficiency within any 12-month period, then JEA will consider suspending the Company's JEA bidding privileges.

Disputes

In the event that the Company wants to dispute the results of its scorecard performance evaluation, the Company must submit a letter to the Chief Procurement Officer supplying supplemental information that it believes JEA failed to take into account when preparing the scorecard. Such letter, along with supplemental information, must be submitted no later than 10 days following the Company's receipt of the scorecard. If the Chief Procurement Officer decides to change the scorecard, the Company will be notified and a revised scorecard will be prepared, with a copy issued to the

Company. If the Chief Procurement Officer decides that no change is warranted, the decision of the Chief Procurement Officer is final.

Public Records

There can be no expectation of confidentiality of performance-related data is subject to disclosure pursuant to Florida Public Records Laws. All scorecards are the property of JEA.

2.70) Confidentiality & Public Records Laws

CONFIDENTIALITY & PUBLIC RECORDS LAWS

Access to Public Records.

All Documents, data and other records received by JEA in connection with the Contract are public records and available for public inspection unless specifically exempt by law. The Company shall allow public access to all documents, data and other records made or received by the Company in connection with the Contract unless the records are exempt from Section 249(a) of Article I of the Florida Constitution or subsection 119.07(1), Florida Statutes. JEA may unilaterally terminate the Contract of the Company refuses to allow public access as required under the Contract.

Redacted copies of Confidential Information.

If the Company believes that any portion of any documents, data or other records submitted to JEA are exempt from disclosure under Chapter 119, Florida Statutes, the Florida Constitution and related laws ("Florida's Public Records Laws"), Company must (1) clearly segregate and mark the specific sections of the document, data and 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 the documents, data, or records (the "Redacted Copy"). The Redacted Copy shall contain JEA's contract name and number and shall be clearly titled "Redacted Copy". Bidder should only redact those portions of records that Bidder claims are specifically exempt from disclosure under Florida's Public Records Laws. If the Company fails to submit a redacted copy of documents, data, or other records 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 these records.

Request for Redacted Information.

In the event of a public records or other disclosure request under Florida's Public Records Laws or other authority to which the Company's documents, data or records are responsive, JEA will provide the Redacted Copy to the requestor. If a Requestor asserts a right to any redacted information, JEA will notify the Company that such an assertion has been made. It is the Company's responsibility to respond to the requestor to assert that the information in questions is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of the redacted information under legal process, JEA shall give the Company prompt notice of the demand prior to releasing the redacted information (unless otherwise prohibited by applicable law). The Company shall be responsible for defending its determination that the redacted portions of the information are not subject to disclosure.

Indemnification for Redacted Information.

The Company shall protect, defend, and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs) arising from or relating to the Company's assertion that all or any portion of its information is not subject to disclosure.

Public Records Clause for Service Contracts.

If, under the Contract, the Company is providing services and is acting on behalf of JEA as contemplated by subsection 119.011(2), Florida Statutes, the Company shall:

- I. Keep and maintain public records that ordinarily and necessarily would be required by JEA in order to perform service;

- II. Provide the public with access to public records on the same terms and conditions that JEA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or otherwise prohibited by law;
- III. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- IV. Meet all requirements for retaining public records and transfer, at no cost, to JEA all public records in possession of the Company upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to JEA in a format that is compatible with the information technology systems of JEA.

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, Florida 32202

Ph: 904-665-8606

publicrecords@jea.com

2.71) Intellectual Property

The Company grants to JEA an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party service provider) the Company's intellectual property including, without limitation, all trade secrets, patents, copyright and know-how ("Intellectual Property"), that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

If the Work contains, has embedded in, requires for the use of any third-party Intellectual Property, or if the third-party Intellectual Property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, the Company shall secure for JEA an irrevocable, perpetual, royalty free and fully paid-up right to use all third-party Intellectual Property. The Company shall secure such right for JEA at the Company's expense and prior to incorporating any third party Intellectual Property into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider.

The Company will, at its expense, defend all claims, actions or proceedings against JEA based on any allegation that the Work, or any part of the Work, constitutes an infringement of any patent or any other intellectual property right, and will pay to JEA all costs, damages, charges, and expenses occasioned to JEA by reason thereof. JEA will give the Company written notice of any such claim, action or proceeding and, at the request and expense of the Company, JEA will provide the Company with available information, assistance, and authority for the defense.

If, in any action or proceeding, the Work, or any part thereof, is held to constitute an infringement, the Company will, within 30 days of notice, either secure for JEA the right to continue using the Work or will, at the Company's expense, replace the infringing items with non-infringing Work or make modifications as necessary so that the Work no longer infringes.

The Company will obtain and pay for all patent and other intellectual property royalties and license fees required in respect of the Work.

2.72) Work Made for Hire

With the exception of Company's pre-existing intellectual capital and third-party Intellectual Property, JEA shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to any product generated by the Work including, but not limited to, software, source code, reports, deliverables, or work product developed by the Company for JEA in connection with the Work, and derivative works relating to the foregoing. Such Work shall include, but shall not be limited to, those reports and deliverables specified in the Contract Documents. The Company understands and agrees that the Work, or any portion of the Work, shall be a "work made for hire" for JEA pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but, previously developed by the Company specifically for other customers of the Company or for the purpose of providing substantially similar services to other Company customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of JEA deliverables are not deemed works made for hire by operation of law, the Company hereby irrevocably assigns, transfers, and conveys to JEA, or its designee, without further consideration all of its right, title, and interest in such Work, including all rights of patent, copyright, trade secret, trademark, or other proprietary rights in such materials. Except as provided in the foregoing sentences, the Company acknowledges that JEA shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. The Company agrees to execute any documents or take any other actions as may reasonably be necessary, or as JEA may reasonably request, to perfect or evidence JEA's ownership of the Work.

2.73) Proprietary Information

The Company shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that JEA furnishes to the Company. The Company shall insert in any subcontract a restriction on the use of all information furnished by JEA. The Company shall not use this information on another project. The Company shall return all information furnished by JEA upon completion of the Work. Upon request of JEA, Company must certify in writing that all information furnished to JEA has been returned to JEA and eliminated from Company's and any applicable subcontractors' computer systems.

2.74) Patents and Copyrights

Company shall hold harmless and indemnify JEA from and against liability or loss, including but not limited to any claims, judgments, court costs and attorneys' fees incurred in any claims, or any pretrial, trial or appellate proceedings on account of infringements of patents, copyrighted or uncopyrighted works, secret processes, trade secrets, trademarks, patented or unpatented inventions, articles or appliances, or allegations thereof, pertaining to the Work, or any part thereof, combinations thereof, processes therein or the use of any tools or implements used by Company.

Company will, at its own expense, procure for JEA the right to continue use of the Services, parts, or combinations thereof, or processes used therein resulting from a suit or judgment on account of patent, trademark, or copyright infringement.

If, in any such suit or proceeding, a temporary restraining order or preliminary injunction is granted, Company will make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of such restraining order or temporary injunction.

If, in any such suit or proceeding, any part of the Services is held to constitute an infringement and its use is permanently enjoined, Company will, at once, make every reasonable effort to secure for JEA a license, authorizing the continued use of the Work. If Company fails to secure such license for JEA, Company will replace the Work with non-infringing Work or modify the Work in a way satisfactory to JEA, so that the Work are non-infringing.

2.75) Meetings and Public Hearings

The Company will, upon request from JEA, attend all meetings and public hearings as directed by JEA.

2.76) Publicity and Advertising

The Company shall not take any photographs, make any announcements, or release any information concerning the Contract or the Work to any member of the public, press or official body unless prior written consent is obtained from JEA.

2.77) Nondiscrimination

The Company represents that it has adopted and shall maintain throughout the Term a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age, or handicap, in all areas of employee relations. The Company shall, on written request from JEA, allow JEA reasonable access to the Company's records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of the Contract; provided however, the Company shall not be required to produce, for inspection, records covering periods of time more than one year from the effective date of the Contract.

The Company shall comply with the following:

1. The provisions of Presidential Order 11246, as amended, and the portions of Executive Orders 11701 and 11758 as applicable to Equal Employment Opportunity;
2. The provisions of section 503 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA); and
3. The provisions of the Employment and Training of Veterans Act, 38 U.S.C. 4212 (formerly 2012).

The Company agrees that if any of the Work of the Contract will be performed by a Subcontractor, then the provisions of this subsection shall be incorporated into and become a part of the subcontract.

2.78) 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 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 responsibilities that are collectively associated with: (i) approving solicitation or payment documents; (ii) evaluating formal bids and responses; and (iii) approving 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 years from cessation from JEA employment.

2.79) Hiring of Other Parties 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 years from the termination date of this Agreement. It shall not be considered a breach of this Section for either party to make employment solicitations to the general public or groups that may include employees of the other party. Nor shall it be considered a breach of this Section for either party to respond to, act upon, or accept inquiries and applications resulting from, or make offers of employment resulting from, (i) such solicitations to the general public or groups or (ii) unsolicited employment inquiries or applications.

2.80) Company's Labor Relations

The Company shall negotiate and resolve any disputes between the Company and its employees, or anyone representing its employees. The Company shall immediately notify JEA of any actual or potential labor dispute that may affect the Work and shall inform JEA of all actions it is taking to resolve the dispute.

2.81) Personnel and Changes in Company's Professional Personnel

Unless otherwise agreed in writing by the parties, all Services shall be rendered by employees: (a.) who are full time employees of Company or approved subcontractors; (b.) qualified to perform the Services, and (c.) fluent in the English language. Subsequent to the execution of this Contract, Company shall notify the JEA Protect in writing prior

to making changes in professional personnel assigned, or to be assigned, as provided in Company's Response to manage, or perform Work under this Contract. The JEA Project Manager shall have the right to reject any personnel assigned by Company to perform work under this Contract. If the right of rejection is exercised by the JEA Project Manager, Company shall submit replacement of professional personnel to the JEA Project Manager for approval. The JEA Project Manager shall have the right to require the removal of Company's previously assigned personnel and Company shall promptly replace the same, subject to the JEA Project Manager's approval at no cost to JEA.

2.82) Ambiguous Contract Provisions

The Contract will be the subject of meaningful analysis and discussions of the specifications, terms and conditions contained in the Contract. Therefore, doubtful, or ambiguous provisions, if any, contained in the Contract shall not be construed against the party who physically prepared the Contract.

2.83) Amendments

The Contract shall not be altered or amended except in a written amendment executed by duly authorized representatives of JEA and the Company.

2.84) Applicable State Law; Venue; Severability

Company shall comply with all applicable federal, state, and local laws, rules, and regulations as the same exist or as may be amended from time to time. The rights, obligations and remedies of JEA and the Company as specified under the Contract will be interpreted and governed in all respects exclusively by the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof. Should any provision of the Contract be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired. Litigation involving the Contract, or any provision thereof shall take place in the State or Federal Courts located exclusively in Jacksonville, Duval County, Florida.

With regard to any provision in this agreement pertaining to damages, equitable or otherwise, under no circumstances shall there be recovery by the Company for home office overhead. Any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

2.85) Continuing Services

The Company shall carry on the Work and maintain the progress schedules during disputes or disagreements with JEA. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as JEA and Company may otherwise agree in writing. Suspension of the Work or portion thereof by Company shall entitle JEA to terminate the Contract for Default

2.86) Cumulative Remedies

Except as otherwise expressly provided in the Contract, all remedies provided for in the Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

2.87) Compliance With JSEB and Diverse Business Requirements

The Company shall achieve the JSEB participation requirements as set forth in the Solicitation, except as allowed under the good faith efforts exception as defined in the City of Jacksonville Ordinance. In no case shall the Company make changes to the JSEB firms listed in its Response, revise the JSEB Scope of Work or Dollar Amount of Work as stated in its Response without prior written notice to the JEA Project Manager and JEA Manager Supplier Diversity Programs.

The City of Jacksonville requirements, as outlined in the City of Jacksonville Ordinance relating to JSEBs, shall apply in their entirety to this Contract. Where the City of Jacksonville ordinance refers to "Chief", it shall be construed to mean, for purposes of this Contract, JEA's Chief Procurement Officer. In a like manner, where it refers to "City", or "City of Jacksonville", it shall be construed to mean JEA.

Use of brokering, as defined in the City of Jacksonville Ordinance, or other techniques that do not provide a commercially useful function are strictly prohibited as means of achieving the JSEB participation requirements of the Contract.

Only the amount of fees or commissions charged by a JSEB for providing a bona fide service such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract shall be counted towards a JSEB participation requirement, provided the fee is reasonable and not excessive as compared with fees customarily charged for similar services.

Payment terms for participating JSEB firms shall be the same or better than the payment terms the Company receives from JEA, except that in all cases JSEB firms shall be allowed to submit invoices to the Company at least bimonthly, and the Company shall pay proper invoices no later than 3 days after its receipt of JEA payment. The Company shall obtain written approval from the JEA Project Manager and JEA Manager Supplier Diversity Programs prior to withholding any payment from the JSEB firm.

Any solicitation award with a JSEB participation requirement may be subject to contract compliance per the details outlined on the List of Subcontractors Form. The Company will be required to self-report all payments made to the JSEB Subcontractors. Reporting of Diverse Subcontractors (Tier 2 and Tier 3) shall be optional. The payment data will be entered into the B2Gnow JSEB Compliance & Diversity Outreach System (JCDOS) located at the following website: <https://jea.gob2g.com/>. This system tracks contract payments made by the Company to any subcontractor (i.e. JSEB or Diverse Business), the timeliness of those payments and the payments JEA makes to the Company.

The Company is required to submit the monthly payments made to the JSEB Subcontractors and has the option to include the Diverse Subcontractors (Tier 2 and Tier 3) by the audit date of the 30th of each month, for the life of the contract and respond to any requests for information within the B2Gnow JSEB Compliance & Diversity Outreach System (JCDOS). The JCDOS must be checked frequently.

The successful Company, JSEB Subcontractors and Diverse Subcontractors will be provided with access information for the JCDOS post the contract award. B2Gnow provides vendor training, and additional information can be obtained by contacting JEA's Manager Supplier Diversity Programs.

The Company agrees to let JEA audit its financial and operating records with one day of notice, and during normal business hours, at its corporate offices for the purpose of determining compliance with all JSEB participation requirements of the Contract Documents.

If the Company violates any provision regarding JSEB, including, but not limited to, program intent, the Company shall be subject to any or all of the following, plus any other remedies available to JEA under law:

- I. Terminate the Contract for default
- II. Suspend the Respondent from bidding any JEA projects as follows:
 - A. First offense: six months
 - B. Second offense: one year
 - C. Third offense: three years
- III. Revoke Respondent's JSEB Certification if the Respondent itself is certified as a JSEB.

2.88) Dispute

Per the JEA Procurement Code, if a dispute occurs between JEA and the Company over a contractual issue that cannot be mediated by the JEA Representative the dispute may be taken to court for resolution.

2.89) Entire Agreement

The Contract constitutes the entire agreement between the parties. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which are not expressed herein shall be binding.

2.90) Expanded Definitions

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation", and the terms "include", "includes" and "included" have similar meanings. Any reference in the Contract to any other agreement is deemed to include a reference to that other agreement, as amended, supplemented, or restated from time to time. Any reference in the Contract to "all applicable laws" or "all applicable laws, rules and regulations" means all federal, state, and local laws, rules, regulations, ordinances, statutes, codes, and practices.

2.91) Headings

Headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

2.92) Independent Contractor

Company is performing the Contract as an independent contractor and nothing in the Contract will be deemed to constitute a partnership, joint venture, agency, or fiduciary relationship between JEA and Company. Neither Company nor JEA will be or become liable or bound by any representation, act, or omission of the other.

2.93) Language and Measurements

All communication between the Company and JEA, including all documents, notes on drawings, and submissions required under the Contract, will be in the English language. Unless otherwise specified in the Contract, the US System of Measurements shall be used for quantity measurement. All instrumentation and equipment will be calibrated in US System of Measures.

2.94) Negotiated Contract

Except as otherwise expressly provided, all provisions of the Contract shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors, and assigns. The parties agree that they have had meaningful discussion and negotiation of the provisions, terms and conditions contained in the Contract. Therefore, doubtful, or ambiguous provisions, if any, contained in the Contract shall not be construed against the party who physically prepared the Contract.

2.95) Nonexclusive

Notwithstanding anything contained herein that may appear to be the contrary, the Contract is "non-exclusive", and JEA reserves the right, in its sole discretion, to retain other companies to perform all or any portion of the Work, and JEA may self-perform all or any portion of the Work itself.

2.96) References

Unless otherwise specified, each reference to a statute, ordinance, law, policy, procedure, process, document, drawing, or other informational material is deemed to be a reference to that item, as amended or supplemented from time to time.

2.97) Right to Audit and Financial Reporting**Accounting System**

The Company shall establish and maintain a reasonable accounting system that enables JEA to readily identify the Company's assets, expenses, cost of goods, and use of funds.

Audited Financial Statements

The Company shall provide to JEA audited financial statements for its most recent fiscal year not later than five days after receipt of written request from JEA.

Content and Retention of Records

The Company's records shall include, but not be limited to, accounting records; written policies and procedures; subcontract files (including proposals of successful and unsuccessful Respondents, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; invoices as support for other reimbursement; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Company shall, at all times during the term of the Contract and for a period of five years after the completion of the Contract, maintain such records, together with such supporting or underlying documents and materials.

Inspection /Audit of Records

Upon JEA's request, the Company shall allow JEA to audit, to examine, and to make copies of or extracts from its financial and operating records (in whatever form they may be kept, whether written, electronic, or other) kept by the

Company, its employees, agents, assigns, successors, and subcontractors, for the purpose of determining invoice accuracy, or otherwise assessing compliance with the Contract Documents.

The Company shall at any time requested by JEA, whether during or after completion of the Contract, and at Company's own expense make such records available for inspection and audit (including copies and extracts of records as required) by JEA. Such records shall be made available to JEA during normal business hours at the Company's office or place of business in a workspace suitable for the audit on three days' prior written notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for JEA. The Company shall have knowledgeable personnel available to answer questions for the auditors during the time they are performing the audit and for a period of two weeks thereafter. Company shall ensure JEA has these rights with Company's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Company and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Company's obligations to JEA.

Cost of Audits

If the audit identifies (i) overpricing or overcharges of any nature by the Company to JEA in excess of one-half of one percent (.5%) of the total billings under the Contract at the time of the audit or (ii) fraud, misrepresentation or non-performance, the Company shall reimburse JEA for the total costs of the audit.

Billing Adjustments and Recoveries

The Company shall pay JEA all amounts identified as owing to JEA as a result of any such audit or inspection of the Company's invoices and records no later than 90 days after the Company's receipt of JEA's findings.

City of Jacksonville Office of the City Council Auditor

A Company providing contractual services purchased by JEA agrees and be deemed to have agreed by virtue of doing business under contract with JEA to be subject to audit upon request by the Office of the City Council Auditor pursuant to Article 5 of the JEA Charter.

2.98) Safety and Protection Precautions

The Company shall comply with all applicable federal, state, and local laws, ordinances, all JEA procedures, and policies including, but not limited to, JEA's Contractor Safety Management Process (available at JEA.com), and orders of any public body having jurisdiction for the safety of persons or protection of property. The Company understands and agrees that a violation of any provision of this Section e is grounds for an immediate termination of the Contract for default, with no requirement for JEA to provide Company with advanced notice and opportunity to cure. Additionally, the Company shall be responsible for all JEA damages associated with such termination.

The Company shall only use those Subcontractors who have met JEA Safety Prequalification requirements in the JEA Contractor Safety Management Process. The Company shall ensure that Subcontractors and their personnel have all the necessary personal protective equipment and training needed to perform the Work safely.

The Company understands and agrees that JEA Representatives may stop Work at any time that JEA, at its sole discretion, considers the Company's Work to be unsafe or a risk to person or property, and to direct the Company to, at a minimum, perform as directed in such a way as to render the Work environment safe. The Company understands and agrees that it is responsible for paying all costs associated with providing a safe work environment including, but not limited to, any costs associated with any JEA directed safety improvements. The Company also understands and agrees that it is solely responsible for the safety of personnel and property associated with the Work, and that any actions taken by JEA to prevent harm to persons or damage to equipment does not, in any way, relieve the Company of this responsibility.

The Company Representative, or alternatively, the Company Supervisor, shall be designated as the Company's representative responsible for the prevention of accidents.

If the nature of the Work requires, the Company shall notify the police and fire departments as to its Work Location in order to ensure prompt response in an emergency.

Finally, the Company represents and warrants to JEA that it has the 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 shall be responsible for executing the necessary safety training and supervision of its employees and Subcontractors and acknowledges that JEA is not responsible for training or supervising the Company's employees, except when noted for the purpose of enforcing compliance with these safety requirements.

2.99) Subcontracting and Assignment

The Company shall not subcontract, assign, delegate, or otherwise dispose of the Contract, the duties to be performed under the Contract, or the monies to become due under the Contract without JEA's prior written consent.

The assignment of the Contract will not relieve the Company of any of its obligations until such obligations have been assumed in writing by the assignee. If the Contract is assigned by either of the parties, it will be binding upon and will inure to the benefit of the permitted assignee. The Company shall be liable for all acts and omissions of its assignees and its Subcontractors.

In the event the Company obtains JEA approval to use Subcontractors, the Company shall provide Subcontractors possessing the skills, certifications, registrations, licenses, training, tools, demeanor, motivation, and attitude to successfully perform the Work for which they are subcontracted. The Company shall remove Subcontractors from performing Work under the Contract when the Company recognizes that a Subcontractor is failing to work in a manner consistent with the requirements of the Contract, or when JEA notifies the Company that JEA has determined a Subcontractor is failing to work in a manner consistent with the requirements of the Contract.

2.100) Survival

The obligations of JEA and the Company under the Contract that are not, by the express terms of the Contract, to be performed fully during the Term, shall survive the termination of the Contract.

2.101) Time and Date

Unless otherwise specified, references to time of day or date mean the local time or date in Jacksonville, FL. If under the Contract any payment or calculation is to be made, or any other action is to be taken, on or as of a day that is not a regular business day for JEA, that payment or calculation is to be made, and that other action is to be taken, as applicable, on or as of the next day that is a regular business day. Where reference is made today or days, it means calendar days. Where reference is made to workday, workdays, business day, or business days, it means regular working days for JEA's Procurement department.

2.102) Time of Essence

For every material requirement of the Contract, time is of the essence.

2.103) Waiver of Claims

A delay or omission by JEA to exercise any right or power under the Contract shall not be construed to be a waiver thereof. A waiver by JEA under the Contract shall not be effective unless it is in writing and signed by the party granting the waiver. A waiver by a party of a right under or breach of the Contract shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, the Contract.

The Company's obligations to perform and complete the Work in accordance with the Contract shall be absolute. None of the following will constitute a waiver of any of JEA's rights under the Contract: approval of payments, including final payment; Certificate of Contract Completion; any use of the Work by JEA; nor any correction of faulty or defective work by JEA.

3) Additional Contract Terms

3.1) Additional Contract Terms - Required Federal Contract Clauses

In the event any portion of the Work is funded through a federal funding source, the following Required Federal Contract Clauses shall apply to Company's performance under this Contract.

3.2) Equal Employment Opportunity (FEMA & Grants)

During the performance of this contract, the Company agrees as follows:

(1) The Company will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Company will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Company agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Company will, in all solicitations or advertisements for employees placed by or on behalf of the Company, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Company will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Company's legal duty to furnish information.

(4) The Company will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Company's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Company will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Company will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Company's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Company may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Company will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Company will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Company becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Company may request the United States to enter into such litigation to protect the interests of the United States.

3.3) Compliance with the Davis-Bacon Act

- (1) To the extent required under applicable Federal program legislation, all transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Company shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) The Company shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) The Company shall be required to pay wages not less than once a week.

3.4) Compliance with the Copeland "Anti-Kickback" Act

- (1) Company. The Company shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- (2) Subcontracts. The Company or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Company shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a Company and subcontractor as provided in 29 C.F.R. § 5.12.

3.5) Compliance with the Contract Work Hours and Safety Standards Act

- (1) *Overtime requirements.* No Company or subcontractor contracting for any part of the Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Company and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Company and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* JEA or the federal agency providing funds under this Contract shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Company or subcontractor under any such contract or any other Federal contract with the same prime Company, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Company, such sums as may be determined to be necessary to satisfy any liabilities of such Company or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The Company or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Company shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

3.6) Clean Air Act

- (1) The Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Company agrees to report each violation to the JEA and understands and agrees that the JEA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Company agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

3.7) Federal Water Pollution Control Act

- (1) The Company agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Company agrees to report each violation to JEA and understands and agrees that JEA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Company agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

3.8) Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Company is required to verify that none of the Company's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Company must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by JEA. If it is later determined that the Company did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to JEA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3.9) Domestic Preferences

To the extent consistent with applicable law, and to the greatest extent practicable, the purchase, acquisition, or use by Company of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) is preferred for materials being used in the performance of Work under this Contract.

(b) For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3.10) Prohibition on Certain Telecom and Video Surveillance Services or Equipment

No funds may be expended under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. For the purposes of this section, "covered telecommunications equipment" is defined as:
 - (i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - (ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - (iii) Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

3.11) License and Delivery of Works Subject to Copyright and Data Rights

The Company grants to JEA, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Company will identify such data and grant to JEA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Company will deliver to JEA data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by JEA.

3.12) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

By the execution of this agreement the Company certifies that for Contracts in the amount of one hundred thousand dollars (\$100,000.00) or more, as required under 31 U.S.C. § 1352 that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. The Company shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded to JEA, who in turn will forward the certification(s) to the Federal awarding agency. By execution of this Contract, the Company certifies the following:

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Company, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

3.13) Procurement of Recovered Materials

- (1) In the performance of this contract, the Company shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (b) Meeting contract performance requirements; or
 - (c) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Company also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3.14) Access to Records

The following access to records requirements applies to this contract:

- (1) The Company agrees to provide JEA the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Company which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Company agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) For FEMA-funded contracts, the Company agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) For FEMA-funded contracts, in compliance with the Disaster Recovery Act of 2018, JEA and the Company acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

3.15) DHS SEAL, LOGO, AND FLAGS

The Company shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

3.16) No Obligation By Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Company, or any other party pertaining to any matter resulting from the contract.

3.17) Program Fraud and False Or Fraudulent Statements or Related Acts

The Company acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Company's actions pertaining to this contract.

3.18) Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance or federal grant money will be used to fund the contract only. The Company will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

4) Technical Specifications

4.1) Technical Specifications

The Technical Specifications are in Appendix A of this Solicitation.