

Solicitation  
For Participation in  
Progressive Design-Build Services for the JEA Headquarters Retail Space Buildout  
for  
JEA  
Jacksonville, FL  
Solicitation Number 1412144246

Mandatory Pre-Response Meeting and Site Visit on 7 May 2026 at 1330

Both will be held at JEA's Headquarters Building, 1<sup>st</sup> Floor Board Room  
225 North Pearl Street  
Jacksonville, FL 32202

Those planning to attend should send contact information to: Eddie Bayouth at [bayoew@jea.com](mailto:bayoew@jea.com) , 48 hours prior to the Pre-Response Meeting to have contact information documented.

Responses are due on Tuesday, 2 June 2026, by 12:00 PM EST

All Responses shall be submitted through 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>. Instructions on how to login to Zycus is provided below in this Solicitation. **LATE RESPONSES MAY BE REJECTED.**

JEA will publicly open all Responses received from qualified Respondents on the Due Date, via Microsoft Teams.

For more information please contact the JEA Buyer at:  
(Eddie Bayouth at [bayoew@jea.com](mailto:bayoew@jea.com))

### 1.1) Scope of Work

The purpose of this solicitation for Progressive Design-Build Services for the JEA Headquarters Retail Space Buildout is to evaluate and select a qualified Design-Build (DB) firm to provide design and construction services for the re-design and construction of the JEA Headquarters (HQ) retail space located at 225 Pearl Street in Jacksonville, Florida, as described in this Solicitation (the "Work") and to determine the best method for JEA to procure the Work with regards to pricing, quality, design, and workmanship.

A more detailed description of the 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 541,076 electric, 407,161, water and 30,460 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](http://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 on Tuesday, 2 June 2026, at 12:00 PM EST

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 as soon 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 JEA Buyer identified in the Section below titled "Questions" as soon and before the bid close time.**

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 log in. 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 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, and green light code. Items will turn green once completed. Yellow and red lights mean there is additional action required. Users may also note under each tab, there are multiple questions to respond to, scroll down the list to ensure all questions are answered.
6. In 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 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.
10. Zycus does not automatically transfer a pricing submission from the qualifying round into live auction setting for award consideration. Each user shall manually re-submit its qualifying Response into the live auction environment for consideration of award.

#### **1.5) Questions**

All Questions must be submitted in writing to the JEA Buyer listed herein 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 will be a Mandatory Pre-Response meeting and site visit 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 and site visit. Those planning to attend should email their name and contact information to the JEA Buyer Eddie

Bayouth at [bayoew@jea.com](mailto:bayoew@jea.com) listed herein at least 48 hours prior to the meeting to facilitate access to the JEA HQs building. 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](http://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)

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. Respondent must complete and submit the Minimum Qualification Form provided in this Solicitation. Respondents that are working or have worked for JEA in the past 2 years involving similar work must submit JEA as a reference. JEA reserves the right to ask for additional back up documentation or additional reference projects to confirm the Respondent meets the requirements stated below.

JEA may reject Responses from Respondents not meeting all of the following Minimum Qualifications:

- The Respondent shall have performed the majority of the work and completed at least three (3) similar Design-Build projects.
  - A Similar project is defined as the renovation of an office environment of at least 8,000 square feet; incorporating the same elements as the proposed project: construction of offices and restrooms/lockers etc.; including HVAC, plumbing, and electrical work. Construction value of the similar projects must be at least \$600,000 or more.
  - One (1) of the similar projects shall have been a Design-Build project in the State of Florida.
- The Respondent or partner for the engineering services shall have a State of Florida Certificate of Authorization for Engineering. Submit a copy of the certificate with the response.
- The Respondent or partner for the construction shall have a State of Florida General Contractors License.

**Please note, any Respondent whose contract with JEA was terminated for default within the last two (2) years shall have their Response rejected.**

### 1.10) Number of Contracts to be Awarded

JEA intends to Award one (1) Contract for the Work. JEA reserves the right to Award more than one Contract based on certain groupings of the Work items, or JEA may exclude certain Work items, if JEA determines that it is in its best interest.

### 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) Optional Use of Jacksonville Small and Emerging Business (JSEB) Program**

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

During the development of GMP Respondent will meet with and provide project documentation to the JSEB Manager to facilitate meeting the JSEB goal for this project. Once the JSEB firms selected for Construction Services have been chosen, the Respondent will submit documentation to demonstrate compliance to the JSEB Manager.

JSEB firms that qualify for this Contract are only those shown on the current City of Jacksonville JSEB directory appearing at [www.coj.net](http://www.coj.net). Certification of JSEB firms must come from the City of Jacksonville. No other agency or organization is recognized for purposes of this Contract.

In no case shall the Respondent make changes to the JSEB firms listed in its GMP, revise the JSEB Scope of Work or amount of Work as stated in its GMP without prior written notice to the JEA Contract Administrator, and without subsequent receipt of written approval for the JEA Contract Administrator.

Any subcontractors of Respondent shall procure and maintain the insurance required of Respondent hereunder during the life of the subcontracts. Subcontractors' insurance may either be by separate coverage or by endorsement under 1412144246 Progressive Design-Build Services for the JEA Headquarters Retail Space Buildout Solicitation Number Page 9 of 13 insurance provided by Respondent.

Note: Any JSEB firms identified by Respondent for this Solicitation are considered "Subcontractors" under the direct supervision of the Prime or General Contractor (herein referred to as Respondent in this Solicitation). Respondent should show good faith efforts in providing assistance to JSEB firms in the securing of Subcontractors' insurance requirements stated in this section. Respondent shall submit subcontractors' Certificates of Insurance to JEA prior to allowing subcontractors to perform Work on JEA's job sites.

All questions and correspondence concerning the JSEB program should be addressed to the following contact: Bill Hickey, Manager, Supplier Diversity Programs and Procurement Services, JEA, [hickwj@jea.com](mailto:hickwj@jea.com) or [jsebprogram@jea.com](mailto:jsebprogram@jea.com).

### **1.13) Basis of Award - Highest Evaluated (CCNA)**

JEA will use the Selection Criteria listed below to evaluate the Responses. JEA may make its Award decision based solely upon the information submitted in the Responses. JEA may also choose to have one or more Respondent make presentations to representatives of JEA. It is always in the best interest of the Respondent to provide informative, concise, well-organized technical and business information relative to the Work, in both the initial submittal of its Response and in any subsequent submittals.

Please note, JEA may reject Responses that request material changes or take exceptions to JEA commercial terms and conditions.

Responses will be scored and ranked by a committee of evaluators. Each evaluator will individually score the Responses using the evaluation matrix attached to this Solicitation. Using these scores, each evaluator will rank the Responses using "1" for the Response receiving the highest number of points from the matrix. Responses with an equal number of points will receive the same numerical ranking. JEA will total the numerical rankings for each Response and consider the Response with the lowest total to be the most highly qualified Response. Any tie will be broken using the total of the matrix scores of all evaluators. If a tie persists, the tie will be broken in accordance with the JEA Procurement Operational Procedures.

### **1.14) Evaluation Methodology for CCNA Engineering Services**

JEA shall evaluate the Respondent's qualifications, rank the qualifications from all Respondents, and negotiate a Contract for the Work in accordance with Florida Statute, Section 287.055, known as the Consultants' Competitive Negotiation Act ("CCNA").

In evaluating the qualifications, JEA will not consider price, but may consider factors including, but not limited to, the Respondent's professional personnel, past performance, whether the Respondent is a Jacksonville Small and Emerging Business (JSEB); recent, current and projected workloads of the Respondent, and volume of work previously awarded to each Respondent by JEA. JEA may also request interviews or presentations from the Responders during its selection. Interviews or presentations, if any, will be evaluated and up to twenty-five (25) points will be added to the Respondents written Response evaluation score.

After approving the rankings of all the Respondents, JEA will enter into negotiations with the best ranked Respondent. During negotiations, JEA will consider detailed information regarding the Respondent's hourly rates, and scope of the Contract.

If JEA and the Company are unable to negotiate a satisfactory Contract, JEA will formally terminate the negotiations with the Respondent and undertake negotiations with the next ranked Respondent. JEA will Award the Contract to the highest-ranking qualified Respondent that successfully completes Contract negotiations with JEA.

### **1.15) Selection Criteria**

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

### **1.16) Professional Staff Experience (CCNA)**

**Maximum score for this criterion is: 25 POINTS**

Points for each subsection will be awarded as described on the Evaluation Matrix attached to this Solicitation. Each Evaluator will independently evaluate the submitted staff experience.

#### **1. Team Members**

The Respondent shall provide a maximum of nine (9) resumes of the professional staff to be assigned to perform the Work. The resumes provided shall identify the Overall Project Manager, Primary Architect, Mechanical Engineer, Electrical Engineer, Structural Engineer, Civil Engineer, Security and Low Voltage Consultant Specialist, Project Manager Construction, and Construction Superintendent (collectively, the "Team Members"). **Primary positions shall only serve in one (1) role.** Note, the Project Manager must be from the company submitting the Response and not a Subcontractor. **All proposed engineering staff shall be registered Professional Engineers in Florida.** Persons whose resumes are submitted as a Team Member must actually perform the Work unless Respondent receives prior approval by the JEA Project Manager to use a backup Team Member. Finally, if Respondent submits a resume of a Subcontractor that is employed by a JSEB firm, please note this on the resume.

At a minimum, each resume shall present the Team Member's name, title, years of service with company, total years of experience, applicable professional registrations, education, and work experience. Resumes shall also identify any specialty or technical process expertise. **Resumes shall be no more than two (2) pages in length, and on 8.5" x 11" sized paper. If more than two (2) pages are submitted, only the information contained on the first two (2) pages will be evaluated by JEA. No more than nine (9) resumes will be evaluated.**

#### **2. Team Experience**

Provide a summary of the experience the team being presented has working with one another on similar Construction Management-At-Risk (CMAR) or Progressive Design-Build Delivery projects.

#### **3. Organizational Chart**

Finally, Respondent shall 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 subcontractor(s) and/or JSEB firm(s).

Points will be awarded as described on the Evaluation Matrix attached to this Solicitation.

### **1.17) Design and Construction Approach and Workplan (CCNA)**

**Maximum score for this criterion is: 40 POINTS**

Respondent shall provide an explanation of how it typically manages its engagements to realize project budgetary goals, timetables and quality control objectives.

Respondent shall also provide a project schedule indicating: (i) all the activities envisioned to fulfill the requirements of the Work; (ii) the estimated duration for each activity; (iii) the estimated man-hours for each activity; and (iv) the total estimated man-hours each primary Team Member, identified in the Section titled "Professional Staff Experience", will devote to the Work through completion. Additionally, the project schedule must demonstrate the utilization of any Subcontractors.

Required Information:

**1. NARRATIVE OF PROJECT & UNDERSTANDING OF PROJECT ISSUES**

Provide a narrative demonstrating the Company's understanding of the project goals, requirements, objectives, challenges, the project delivery method, and how the Company intends to ensure the scope, budget, and schedule will be met.

Describe the Company's project delivery process for design and for construction.

**2. DESCRIPTION OF HOW PROJECT WILL BE IMPLEMENTED FROM START TO FINISH**

Discuss how the project will be implemented from start to finish including the performance of the Scope of Work items in Appendix A - Scope of Work.

**3. AMOUNT OF CONSTRUCTION WORK TO BE PERFORMED BY CONSTRUCTION CONTRACTOR**

Describe how the construction work will be performed, amount of work to be self-performed by construction contractor, amount of work to be performed by subcontractors, proposed subcontractors for performing the work, how those subcontractors will be selected, and whether those subcontractors will be JEA approved responsible bidders.

**4. COST EFFECTIVENESS OF PROPOSED SOLUTIONS**

Provide a description of the Company's approach to cost estimating during the various phases of the design (i.e., conceptual, schematic, final and construction documents). Indicate the methodology and estimating system used in preparation of the estimates.

**5. COMPREHENSIVE RESOURCE PLAN AND SCHEDULE**

Discuss how the Design-Build firm will manage and balance the design and construction of this project to meet budget and schedule, including staffing and organization plans.

Discuss how the Company will utilize best practice techniques such as value engineering and constructability reviews and provide evidence of previous experience with any of the methodologies presented.

Provide a schedule which details the Company's proposed activities and how the Company intends to meet the required in-service date.

Provide the strategy the Company will employ for subcontracting work, including the use of JSEB firms. Address the Company's approach to implementation of a Quality Control/Quality Assurance plan for both self-performing and subcontracted work.

**Work plan shall be no more than ten (10) pages in length, single-sided, and on 8.5" x 11" sized paper. Project schedule shall be no more than two (2) pages in length, single-sided, and on up to 11" x 17" sized paper. Project delivery process schematic shall be no more than two (2) pages in length, single-sided, and on up to 11" x 17" sized paper. The schedule and delivery process schematic will not be included in the ten (10) page limit.**

Please use your own form for this section. Each Evaluator will independently evaluate.

**1.18) Company Experience (CCNA)**

**Maximum score for this criterion is: 30 POINTS**

Respondent shall provide the following:

**Required Information:**

A total of three (3) projects are required for this section. Preference will be given to teams where the design engineer and construction contractor have teamed on projects via a collaborative delivery method (Design-Build, CMAR, etc.).

The company performing the engineering shall provide published project documents of one of the submitted similar projects, including conformed drawings, specifications, and final basis of design report with a brief description of how the report framework will be modified for JEA's project.

Each project should at a minimum list the following:

- Name of Client/Customer with contact information that should include:
  - Name and title of Contact
  - Contact's phone number and email address.
  - Project Title
  - Project Cost
  - Project Timeframe
- Identify whether any of the proposed Team Members worked in key roles in the projects.
- Provide detailed information to describe how Company managed the engagements to realize project budgetary goals, timetables and quality control objectives.
- Describe any working relationship with subcontractors that will be used for this project.
- Identify the project stage — i.e., design, construction, construction completed, etc.
- Brief project description

Each Evaluator will independently evaluate the submitted Experience.

**1.19) Use of Jacksonville Small and Emerging Business (JSEB) 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 that it intends to utilize in the performance of this Work on Appendix B – List of Subcontractors Form. 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:

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

**1.20) Tie**

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

**1.21) 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.

### **1.22) Shipping, Freight, And Travel--F.O.B. Destination**

The Respondent shall include the price for travel, shipment of materials and equipment in its pricing shown on its Response unless otherwise stated herein. The shipment of all materials shall be F.O.B. Destination.

If the Solicitation allows for travel expenses to be billed separately, then all the Respondent's travel expenses will be reimbursed in accordance with JEA's Contractor Travel Policy.

### **1.23) 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 Minimum Qualification Form, Response Form and Response Workbook, by downloading them from JEA.com.

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

- I. Minimum Qualifications Form- This form can be found in Appendix B of this Solicitation
- II. Response Form- This can be found in Appendix B of this Solicitation
- III. Conflict of Interests Form – This can be found in Appendix B of this Solicitation
- IV. List of Subcontractor Form (if any).

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

- I. Insurance certificate
- II. W-9
- III. Evidence of active registration with the State of Florida Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org))
- IV. Any technical submittals as required by the Technical Specifications

### **1.24) 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.

### **1.25) 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.

#### **1.26) 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.

#### **1.27) 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.

#### **1.28) 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.

#### **1.29) 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](http://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.

JEA shall also reject any Responses from any persons or affiliates that are listed on State of Florida's Suspended Vendor List, the City of Jacksonville's Disqualified Vendor List, JEA's Suspended Vendors list, or have had a contract with JEA terminated for default within the last two (2) years.

### **1.30) JEA Publications**

Applicable JEA publications are available at [jea.com](http://jea.com).

### **1.31) 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.

### **1.32) 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.

### **1.33) 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.

### **1.34) 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 sale 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.

### **1.35) 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](http://www.jea.com).

### **1.36) 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](http://jea.com). JEA will post a summary of the Response results immediately after the Response opening.

### **1.37) 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.

### **1.38) 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 or RFI 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 or RFI 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 or RFI 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 or RFI, 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 or RFI 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**

**1.39) 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.

**1.40) Truth in Negotiation Certificate**

Respondent understands and agrees that execution of the Contract by Respondent shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from the Contract, such certificate being required by Section 287.055, Florida Statutes. Pursuant to such certificate, Respondent hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further, Respondent agrees that the compensation hereunder shall be adjusted to exclude any significant sums where JEA determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one year following the completion date of the Contract

**1.41) 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**

See 1412144246 Appendix A - Contract Terms and Conditions

**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) 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.

### **3.6) 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.

### **3.7) 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.

### **3.8) 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.

### **3.9) 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 Respondent 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 Respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **3.10) 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.

### **3.11) 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.

### **3.12) 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.

### **3.13) 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 apply 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) Appendix A – Documents**

The following documents are in Appendix A of this Document:

- Technical Specifications
- Scope of Work (SOW)
- Contract Terms and Conditions

## **5) Appendix B - Forms**

These Forms are in Appendix B of this Solicitation

- Response Form
- Minimum Qualifications Form
- Conflict of Interest Form

- List of Subcontractors Form

**6) Evaluation Matrix**

The attached form (1412144246 Evaluation Matrix) is the Matrix that will be used to evaluate all Responses submitted in response to this Solicitation.

**7) Appendix C - Supplemental Documents**

The following supplemental forms can be found as Appendix C

- Zycus Supplier Instructions
- Ryans Safety Insurance and Indemnity Requirements for New HQ
- HQ Garage 1<sup>st</sup> Floor Buildout Option 4 Conceptual Drawing
- Ryan A&E Inc. Parking Garage Plans