

1.1) Cover Page

Solicitation
For Participation in
Progressive Design-Build Services for the Brandy Branch to Normandy 230kV Transmission Line
for
JEA
Jacksonville, FL
Solicitation Number 1412206079

Mandatory Pre-Response Meeting via Microsoft Teams or Teleconference on August 24, 2026, at 10:00 AM EST

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/223154287349751?p=vSkzUM6ZT25rtQ39az>

Meeting ID: 223 154 287 349 751

Passcode: Kh2Wz9Sb

[Need help?](#) | [System reference](#)

Dial in by phone

[+1 469-208-1810,,154817483#](#) United States, Carrollton

[Find a local number](#)

Phone conference ID: 154 817 483#

Join on a video conferencing device

Tenant key: jea@m.webex.com

Video ID: 117 168 536 1

[More info](#)

Optional Site Visit on August 24, 2026, at 01:00 PM EST

Location: Brandy Branch Generating Station - 15701 Beaver St. W, Jacksonville FL, 32234

- PPE Required
- For security purposes, please register attendance 48 hours in advance to site visit



Responses are due on September 15, 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:
Jason Behr, behrjv@jea.com

1.2) Scope of Work

JEA is seeking experienced and qualified design and construction teams to perform all engineering, permitting, surveying, design, structure/material procurement, and construction services needed to install a new overhead 230kV transmission circuit, designated as circuit 979, from the existing JEA Brandy Branch substation located at 15701 Beaver St. W, Jacksonville FL, 32234 to the existing JEA Normandy Substation located at 9801 Crystal Springs Road, Jacksonville FL, 32221. The project location is shown below in Figure 1.

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.

1.3) 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.

1.4) 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.**

1.5) 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.
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.

1.6) 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.

1.7) Pre-Response Meeting - Mandatory

There will be a mandatory Pre-Response meeting associated with this Solicitation at the date and time listed on the cover page of this Solicitation. All interested Respondents are invited to attend the Pre-Response meeting. Those planning to attend the Microsoft Teams 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.

1.8) 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](https://www.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.

1.9) Alternate Provisions and Conditions

Responses that contain provisions that are contrary to requirements found on 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 reviewed but may not be accepted by JEA. However, as this is an ITN, JEA reserves the right to negotiate the best terms and conditions if determined to be in the best interests of JEA, and negotiate different terms and related price adjustments if JEA determines that it provides the best value to JEA.

1.10) 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:

- I. The Respondent shall have successfully completed (as the engineering firm, contractor, or both) or be in the performance of completing three (3) similar transmission line Engineering, Procurement, and Construction projects located in the NESC Light or Medium Loading Districts within the past ten (10) years ending on the bid due date. A similar project is defined as the following:
 - a. Project must be an Engineering, Procurement, and Construction project that delivered the complete design, material procurement, and construction services for a new overhead transmission line.
 - b. Circuit voltage at or above 115kV phase to phase
- II. Respondent shall provide the contractor's Experience Modification Rating (EMR). EMR should be provided for the engineering firm, the prime contractor, and any major sub-contractors identified in the proposal. Respondent shall provide the company's and sub-contractor's EMR of the past 3 years. To qualify for this project, the average EMR for each company must be less than or equal to 1.0.
- III. Respondent must not be on the State of Florida Convicted Vendor List, State of Florida's Suspended Vendor List, the City of Jacksonville's Disqualified Vendor List, have their bidding privileges actively suspended by JEA, been debarred by JEA, or have had a contract with JEA was terminated for default within the last two (2) years.

1.11) 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.

1.12) 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.

1.13) 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.

1.14) 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.

1.15) Basis of Award - Highest Evaluated

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.

1.16) 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.

1.17) 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.

1.18) Professional Staff Experience (CCNA)

Maximum score for this criterion is: 15 POINTS

A. Team Members

Four (4) key primary team member resumes will be evaluated. Each resume shall be two (2) pages maximum. Resume must state education, years of experience, licenses/certifications, which reference projects they worked on including the role on that project, brief description of role on this project, key professional roles and/or publications further demonstrating depth of relevant experience.

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

1.19) Similar Project Experience (CCNA)

Maximum score for this criterion is: 30 POINTS

This criterion assesses the bidders past work experience, by grading three (3) similar projects. The bidder shall have successfully completed (as the engineering firm, contractor, or both) or be in the performance of completing three (3) similar transmission line Engineering, Procurement, and Construction projects located in the NESC Light or Medium Loading Districts within the past ten (10) years ending on the bid due date. A similar project is defined as the following:

- Project must be an Engineering, Procurement, and Construction project that delivered the complete design, material procurement, and construction services for a new overhead transmission line.
- Circuit voltage at or above 115kV phase to phase

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

1.20) Project Schedule (CCNA)

Maximum score for this criterion is: 20 POINTS

This criterion assesses the completeness and clarity of the proposed project schedule. The bidder must provide an overall detailed design, permitting, material procurement, and construction schedule. The schedule should reflect the interfaces between key workgroups, disciplines, or crafts involved in the execution of the project and identify the critical path. The schedule should demonstrate realistic planning, dependencies, and effective time management to meet JEA's milestone dates and outage time frames identified in the technical specifications. Incomplete or unclear schedules may result in lower evaluation scores. Some points will be awarded based on how close the bidder can meet an in-service date of 9/29/2028. If selected, JEA will hold the bidder to their indicated in-service date, and liquidated damages will be enforced if the date is not met.

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

1.21) Design Approach (CCNA)

Maximum score for this criterion is: 15 POINTS

This criterion assesses how the bidder will design/ manage the project and will evaluate the engineering firm's overall capabilities. The bidder should demonstrate full understanding of the project scope for designing the new transmission circuit and performing needed modifications to existing transmission circuits and substations. There should be a clear

layout of how the bidder will approach the project from start to finish. The bidder will need to demonstrate the process that they will use to procure all needed poles, conductor, and framing materials in time for construction. There should be a clear indication of what staff the engineering firm will provide, their organization's structure, and why they would be the best fit for executing this project successfully for JEA.

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

1.22) Construction Approach and Resource Availability (CCNA)

Maximum score for this criterion is: 15 POINTS

This criterion assesses whether the proposal fully addresses clear, complete responses to the scope of work to include demonstration of resource availability to complete the work in accordance with the schedule. The bidder will need to demonstrate and prove that they can successfully construct the proposed project. The bidder may include a presentation of prior work that demonstrates appropriate staffing and equipment levels to meet a project schedule. Submissions missing required information or failing to comply with instructions may be scored lower.

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

1.23) Use of Jacksonville Small and Emerging Business (JSEB) Program Business

Maximum Score: 5 Points

JEA will award points for utilizing a Jacksonville Small Emerging Business (JSEB) in the performance of the initial design scope of work. This can include surveying, SUE, geotechnical engineering, permitting, and design tasks. Future JSEB participation will be required for construction services, the amount to be determined by JEA and the bidder during design prior to development of the 60% GMP. At this time, do not include JSEB participation for construction. Points will be assessed based on the percentage of work to be subcontracted to a JSEB firm for the initial design scope of work only. The bidder is to indicate the percentage of work that they will subcontract to a JSEB firm in their proposals. Submissions missing required information will be scored lower.

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

1.24) Tie

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

1.25) 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.

1.26) Shipping, Freight, And Travel--DDP 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 DDP 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.

1.27) 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)
- IV. Any technical submittals as requires by the Technical Specifications

1.28) 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.

1.29) 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.

1.30) 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.

1.31) 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.

1.32) 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.

1.33) 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.

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.

1.34) JEA Publications

Applicable JEA publications are available at jea.com.

1.35) 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.

1.36) 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.

1.37) 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.

1.38) 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.

1.39) 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.

1.40) 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.

1.41) 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.

1.42) 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**

1.43) 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.

1.44) 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

1.45) 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 1412206079 Appendix A - 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, including after a Contract has been awarded and executed and commencement of the Work, 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. Weekly certified payrolls must be submitted electronically via the LCPtracker platform.

(4) The Company or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (3) 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 (1) through (3) of this section.

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 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.

3.19) Owner Direct Purchase (ODP)

A procurement strategy authorized under Section 3-120 of JEA's Procurement Code that allows JEA to directly purchase specified materials in order to qualify for sales tax exemption under Section 212.08(6)(a), Florida Statutes. Owner Direct Purchases shall be conducted in accordance with the requirements of the JEA Procurement Code and Operational Procedures, Section 212.08(6)(a), Florida Statutes, Florida Administrative Code Rule 12A-1.094, and any other applicable statutes, ordinances, or regulations. Owner Direct Purchase may also be referred to herein as "ODP".

3.20) Owner Direct Purchase (ODP) Items

Materials or equipment purchased directly by JEA as an Owner Direct Purchase in order to achieve sales tax exemption pursuant to Section 212.08(6)(a), Florida Statutes, in accordance with the requirements of Florida Administrative Code Rule 12A-1.094.

3.21) Owner Direct Purchase (ODP) Procedure

- I. JEA may, at its sole option, elect to directly purchase ODP Items in order to achieve the sales tax exemption to which it is entitled under Section 212.08(6)(a), Florida Statutes. In the event

JEA elects to exercise its right to utilize ODP, it shall notify Company in writing of the ODP Items that it wishes to directly purchase and shall issue a Change Order deducting the cost JEA of the ODP Items as provided herein. Prices for ODP Items shall be based on the actual prices for such items quoted by Company in its Response. JEA shall issue direct purchase orders, receive direct invoices, make direct payments, assume title and risk of loss, and provide Company a Certificate of Entitlement with respect to any ODP Items directly purchased under this Contract.

- II. In the event JEA elects to utilize ODP under this Contract, Company shall:
 - A. Assist JEA in identifying and verifying ODP Items, providing vendor quotes and specifications upon request;
 - B. Adjust its procurement and installation schedules in order to accommodate the ODP process, ensuring that no delays are attributable to any action or inaction on the part of the Company;
 - C. Assume responsibility for acceptance of delivery, inspection, storage, security, and installation of ODP Items, treating such items as if they had been purchased by Company;
 - D. Upon request from JEA obtain insurance with respect to the ODP Items naming JEA as the insured or an additional insured, provided that JEA shall reimburse Company for the cost of such insurance;
 - E. Warrant that the ODP Items meet the specifications provided in the Contract Documents;
 - F. Indemnify and hold JEA harmless for any defects in ODP Items arising from Company's handling in accordance with applicable law; and
 - G. Maintain records of ODP transactions and provide such records to JEA upon request.
- III. Company acknowledges and agrees that any ODP Items purchased under this Section shall be included within and covered to the same extent as all other warranties provided by Company under the Contract Documents.
- IV. If JEA utilizes ODP under this Contract, JEA shall issue a Change Order with a revised scope and Contract Price to account for JEA's direct purchase of the ODP Items. The revision to the Contract Price shall exclude sales tax, any Company markup or fee applicable to the ODP Items, and any other taxes or fees for which JEA is exempt; however, the Change Order may include line items for costs associated with Company's storage and handling of ODP Items, which shall be paid by JEA on a reimbursement basis. All ODP Contract Price adjustments shall comply with the requirements of Section 212.08(6)(a), Florida Statutes, Florida Administrative Code Rule 12A-1.094, and the JEA Procurement Code and Operational Procedures.

3.22) Tariffs and Duties

Existing Tariffs: Unless otherwise expressly stated in this Contract, the Company represents that all prices, rates, and charges set forth in this Contract are inclusive of all import/export duties, tariffs, and other similar taxes or levies ("Tariffs") applicable to the goods, materials, equipment, or services to be provided hereunder, which are known and in effect as of the Effective Date of this Contract. The Company shall be responsible for the payment of all such existing Tariffs.

New or Changed Tariffs: In the event that subsequent to the Effective Date of this Contract, any new Tariffs are imposed, or existing Tariffs are changed (including increases, decreases, or eliminations), by any governmental authority, which directly and demonstrably impact the Company's costs for goods, materials, or equipment essential for the performance of this Contract, the following provisions shall apply:

(a) **Notification:** The Company seeking a price adjustment due to new or changed Tariffs (the "Requesting Party") shall promptly notify JEA in writing (the "Responding Party") of such new or changed Tariff and its anticipated impact on costs. Such notification shall be provided no later than 30 days after the Requesting Party becomes aware of the new or changed Tariff.

(b) **Documentation and Verification:** The Requesting Party shall provide the Responding Party with verifiable documentation demonstrating the direct impact of the new or changed Tariff on its costs under this Agreement. This may include, but is not limited to, supplier invoices, official government notices of Tariff changes, and calculations showing the cost differential. The Responding Party shall have the right to reasonably audit such documentation.

(c) **Negotiation and Equitable Adjustment:** Upon receipt and verification of the documentation, JEA and Company shall negotiate in good faith to reach a mutually agreeable equitable adjustment to the relevant prices, rates, or charges set forth in this Contract to account for the demonstrated direct impact of the new or changed Tariff. Any such adjustment shall be limited to the actual, direct, and unavoidable cost increase or decrease incurred by the Company

(d) **Limitations:** Any price adjustment under this Section shall not exceed the published tariff contained in the US Government's Harmonized Tariff Schedule (HTS) assigned to the affected item. or a total contract price cap, unless otherwise mutually agreed in writing. Adjustments shall only apply to Tariffs directly impacting goods, materials, or equipment incorporated into the Work or services provided after the effective date of the new or changed Tariff.

(e) **Benefit of Reductions:** Should any Tariffs existing at the Effective Date, or imposed thereafter, be reduced or eliminated, resulting in a demonstrable decrease in the Contractor's costs for goods, materials, or equipment essential for the performance of this Agreement, the benefit of such reduction shall be passed through to JEA via an equitable downward adjustment to the relevant prices, rates, or charges, following a similar notification and verification process as outlined above.

(f) **Separate Line Item for Tariffs:** Unless otherwise negotiated, notwithstanding the inclusion of existing Tariffs in the agreed-upon prices as per Section title "Existing Tariffs", any Tariffs applicable to an invoice shall be listed as a separate line item on that invoice. This separate listing will clearly indicate the amount of the Tariff, allowing for its easy identification and potential removal or adjustment as agreed upon by the Parties pursuant to the Section titled "New or Changed Tariffs". The cost of the goods, materials, equipment, or services shall be listed separately from the Tariff amount.