

**SOLICITATION
FOR PARTICIPATION IN
EXECUTIVE SEARCH SERVICES**

FOR



JACKSONVILLE, FL

SOLICITATION NUMBER: 100565

RESPONSES ARE DUE ON JANUARY 26, 2021 BY 12:00 PM EST

**RESPONSES SHALL BE ELECTRONICALLY SUBMITTED PER INSTRUCTIONS IN THIS
SOLICITATION**

**JEA WILL PUBLICLY OPEN ALL RESPONSES RECEIVED FROM QUALIFIED RESPONDENTS ON
JANUARY 26, 2021, AT 2:00 PM EST VIA WEBEX. A MEETING LINK WILL BE PROVIDED WITHIN
48 HOURS OF RESPONSE OPENING ON JEA.COM**

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1. SOLICITATION

1.1. SCOPE, BACKGROUND AND INVITATION

1.1.1. SCOPE OF SERVICES (RFQ)

The purpose of this Request for Qualifications (this “RFQ”) is to evaluate and establish Qualified Category Lists for eight (8) unique recruitment categories, with up to three (3) firms (“Companies or “Respondents”) awarded a position on each list, for a term of one (1) year, with two (2) – 1 year optional renewals. These Qualified Category Lists will be utilized to provide Executive Search Services for upper management positions, including, but not limited to, senior executive positions (collectively, the "Work" or "Services").

The Executive Search Services shall include but are not limited to recruiting, selecting, screening and performing reference checks for internal and external candidates. The eight (8) recruitment categories JEA will utilize are as follows:

1. Information Technology
2. Human Resources/Safety
3. Customer Service/Marketing/Government Relations
4. Finance/Risk/Compliance
5. Supply Chain
6. Environmental
7. Water/Wastewater Operations & Engineering
8. Electric Operations & Engineering

Each Respondent that meets or exceeds the Minimum Qualifications for this RFQ will be evaluated based on the selection criteria as described in Section 1.4 of this RFQ. JEA intends to establish multiple contracts to leverage the Respondents key areas of expertise for the positions to be filled. Respondents may submit on one (1) or multiple categories for evaluation purposes.

Each submitted Proposal will be scored on two criteria:

1. Account management capabilities, including a resume for the Lead Account Manager
2. Past performance demonstrating specific expertise for each category submitted

Each category submitted will have a total score which will be composed of both criteria, and used to rank and select the top three (3) ranked firms for each Qualified Category Lists.

The Qualified Category Lists will then be utilized through an informal process to recruit and fill positions on an as-needed basis. Each recruitment JEA chooses to utilize these Qualified Category List(s), will be chosen by JEA as best suited for the specified position. JEA is not limited by the recruitment categories and can utilize multiple categories for each position type.

Proposals will be evaluated based upon:

1. Percent Mark-up
2. Recruitment methodology including tools and systems used for recruitment
3. Timeline with milestones

The top ranked firm will be awarded the work, and a purchase order would be issued for each individual recruitment.

A sample contract is included in Attachment A and all Respondents submitting qualifications will be required to acknowledge and agree to the terms and conditions to be included on any Qualified Category List(s). Respondents may be included on multiple Qualified Category Lists, but are not guaranteed a contract unless they compete and are ranked highest through an informal solicitation process that utilizes one of the Qualified Category Lists for which the Respondent was selected, through this Request for Qualifications process.

1.1.2. BACKGROUND

JEA owns, operates and manages the electric system established by the City of Jacksonville, Florida in 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 470,000 electric, 351,000 water and 274,000 sewer customers. JEA is Florida's largest community owned utility and the eighth largest municipal in the United States.

1.1.3. INVITATION - REQUEST FOR QUALIFICATIONS

You are invited to submit a Response in response to the Request for Qualifications (RFQ) noted below:

JEA RFQ Title: Executive Search Services

JEA RFQ Number: 100565

A complete copy of this RFQ and any applicable documents can be downloaded from jea.com.

Response Due Time: 12:00 P.M. EST - LATE RESPONSES MAY BE REJECTED

Response Due Date: January 26, 2021

All Responses must reference the JEA Solicitation title and number noted above. All Responses must be made on the appropriate Response forms as specified within this RFQ, and uploaded to a JEA-provided electronic folder for submission. To submit a Response, an interested Company must go to [https://www.jea.com/About/Procurement/Informal Procurement Opportunities/](https://www.jea.com/About/Procurement/Informal_Procurement_Opportunities/) and click on the **“Request a Submission Link”** for the solicitation number **100565**.

Responses are to be delivered electronically via link provided. Please use the “Request a Submission Link” on the Informal Procurement Opportunities page of JEA.com to receive a unique, password-protected link. An automated, detailed auditing system provides sealed Response integrity.

The Respondent shall be solely responsible for delivery of its Response to the electronic folder.

Responses are due by the time and on the date listed above.

1.1.4. QUESTIONS

All Questions must be via email to the JEA Buyer listed below at least five business days prior to the Response Due Date shown above. Questions received within five business days prior to the Response Due Date will not be answered.

For Procurement Questions:

Buyer: Elaine Selders

E-mail: SELDEL@JEA.COM

1.1.5. OPENING OF RESPONSES

All Responses received shall be publicly opened, read aloud and recorded at **2:00 PM on January 26, 2021**, via WebEx. The details for the WebEx will be on jea.com at the following website:

https://www.jea.com/Events/Public_Meetings/Bid_Opening no later than 48 hours before the Response opening.

At the opening of Responses, a JEA Representative will publicly open and announce each Response that was received on time. Responses that have been properly withdrawn will not be opened. JEA has the right to waive any irregularities or informalities in the Response Document.

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS

The Respondent must meet all the following Minimum Qualifications to be considered eligible to have its Response evaluated. JEA will reject Responses from Respondents not meeting all of the following Minimum Qualifications:

The Respondent shall provide one (1) similar account reference where executive search services were provided for a similar sized entity, within the last three (3) years ending December 31, 2020.

- A similar account is defined as executive search services as described in the Scope of Services and stated herein, performed by the submitting Company.
- A similar sized entity is defined as a company similar in size to JEA with approximately 2000 employees.
- The account reference must include the reference company name, contact person, phone number, email address and a summary of the scope of work provided. JEA will contact and verify the account references.

A Minimum Qualification Form, which is required to be submitted with the Response Form, is provided in Appendix A of this RFQ.

JEA reserves the right to ask for additional back up documentation or additional reference projects to confirm the Respondent meets the minimum requirements of this RFQ.

Any Respondent whose contract with JEA was terminated for default within the last two years shall have its Response rejected.

1.2.2. NUMBER OF CONTRACTS TO BE AWARDED

JEA intends to establish Qualified Category Lists for eight (8) unique recruitment categories, with up to three (3) firms for each category and award multiple Contract(s) for each scope of Work as needed. JEA reserves the right to award more than one Contract based on certain groupings of the Work, or JEA may exclude certain portions of the Work, if JEA determines that it is in its best interest to do so.

1.2.3. REQUIRED FORMS TO BE SUBMITTED WITH RESPONSE

The following forms found in Appendix A to this RFQ must be submitted with the Response:

- Minimum Qualifications Form
- Response Form

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

In its sole discretion, JEA reserves the right to reject any and all Responses either in whole or in part, with or without cause, or to waive any RFQ requirement informalities, minor irregularities, and deficiencies in any Response, and to determine whether such action is in the best interest of JEA.

The following documents must be submitted prior to execution of a Contract. Failure to submit these documents promptly after notice of an Award could result in JEA's rejection of the Response.

- Conflict of Interest Certificate Form - This form can be found at JEA.com
- Insurance certificate
- W-9
- Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)
- Any technical submittals require by the Technical Specifications

1.3. EVALUATION METHODOLOGY

1.3.1. BASIS OF AWARD - HIGHEST EVALUATED

JEA will Award a Contract to the responsive and responsible Respondent(s) whose Response meets or exceeds the Minimum Qualifications in this Solicitation, and whose Response receives the highest number of points based upon JEA's evaluation of the Selection Criteria stated in this RFQ. The top three (3) ranked firms will be selected to establish a Qualified Category List for each category listed in the scope of work.

1.3.2. ALTERNATE PROVISIONS AND CONDITIONS

To the extent Responses contain exceptions to or modify the requirements found in this RFQ, including, but not limited to, the Contract terms and conditions contained in Section 2 of this RFQ, such exceptions and modifications are stricken unless JEA affirmatively accepts the exceptions or modifications in the Contract.

1.3.3. INSURANCE REQUIREMENTS

Prior to JEA issuing a Purchase Order to the Respondent to begin the Work or Services, the Respondent shall submit a certificate of insurance (COI) that is in compliance with amounts and requirements as indicated in the Section 2 below, titled "Insurance Requirements". **Note that the COI shall specifically indicate JEA as an additional insured on all required insurance except Worker's Compensation. Furthermore, waiver of subrogation shall be provided for all required insurance in favor of JEA, including its board members, officers, employees, agents, successors, and assigns.**

1.4. SELECTION CRITERIA

1.4.1. SELECTION CRITERIA

JEA will make an Award based on an evaluation of how well each Respondent meets the evaluation criteria listed in

this RFQ. JEA will use the evaluation criteria listed below to evaluate the information contained in the Response submitted by each Respondent. In the event that JEA, in its sole discretion, requests oral presentations or interviews from one or more Respondents, the information obtained by JEA during the oral presentations or interviews will be used in determining final selection.

1.4.1.1. PAST PERFORMANCE

Maximum score for criterion is: 60 Points

The Respondent shall submit past performance Responses for each recruitment category specific to their expertise. If the Respondent intends to be evaluated and scored on more than one (1) category, they shall identify and list the specific categories in their Response. The Respondent shall also check the sections they intend to submit a Response for on the Response Form.

The Respondent shall show how many positions they have filled within each category during the past two (2) years, ranging from Director to Senior Executive, including the title of the position with description, references, and recruitment cycle time for each position. The Respondent may also submit a past summary of their firm's recruitment history, including strengths in each category and experience working with utilities and/or government agencies. Responses will be awarded additional points for utility position placements.

The eight (8) recruitment categories JEA will utilize are as follows:

1. Information Technology
2. Human Resources/Safety
3. Customer Service/Marketing/Government Relations
4. Finance/Risk/Compliance
5. Supply Chain
6. Environmental
7. Water/Wastewater Operations & Engineering
8. Electric Operations & Engineering

The response for this criteria is limited to a maximum of three pages per category. A summary table with the positions filled, including the title of the position with description, references, and recruitment cycle time for each position, is recommended for each category.

1.4.1.2. ACCOUNT MANAGEMENT

Maximum score for criterion is: 40 POINTS

The Respondent shall provide their account management approach and the resume of the Lead Account Manager available to work on the JEA engagement(s).

At minimum, the resume shall present the employee's name, title, work location, availability, years of service with the company, applicable professional registrations, education, and work experience. The resume shall be no more than two pages in length, single sided, and on 8.5" by 11" sized paper. If the resume contains more than two pages, only the information contained on the first two pages will be evaluated by JEA.

Please provide a summary of work experience, including any team members who would be working in conjunction with the Lead Account Manager. Additional points will be awarded for experience in supporting utility staffing needs.

The response for this criteria is limited to a maximum of five pages.

1.4.2. TIE

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

1.4.3. OPTIONAL USE OF JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM

It is at the Company's option as to whether it chooses to subcontract to a JSEB firm. JEA encourages the use of JSEB qualified firms; however, the Company is not required to utilize JSEB firms to be Awarded the Contract.

JSEB firms that qualify for the Contract are only those shown on the current City of Jacksonville JSEB directory appearing at www.COJ.net. Certification of JSEB firms must come from the City of Jacksonville. No other agency or organization is recognized for purposes of the Contract.

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

Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may either be by separate coverage or by endorsement under insurance provided by Company. Note: Any JSEB firms identified by Bidders for this Solicitation are considered "Subcontractors" under the direct supervision of the Prime or General Contractor (herein referred to as Company in this Solicitation). Companies should show good faith efforts in providing assistance to JSEB firms in the securing of Subcontractors' insurance requirements stated in this section. Company 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:

Rita Scott
JSEB Manager
JEA
scotrl@jea.com

1.5. GENERAL INSTRUCTIONS

1.5.1. ADDENDA

JEA may issue Addenda prior to the opening of Responses to change or clarify the intent of this RFQ. The Respondent shall be responsible for ensuring it has received all Addenda prior to submitting its Response and shall acknowledge receipt of all Addenda by completing the Confirmation of Receipt of RFQ Addenda provided by JEA. JEA will post Addenda when issued online at JEA.com. Companies must obtain Addenda from the JEA.com website. All Addenda will become part of the RFQ and any resulting Contract. It is the responsibility of each Respondent to ensure it has received and incorporated into its Response all requirements or changes described in Addenda. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Response at JEA's sole discretion.

1.5.2. CONTRACT EXECUTION AND START OF WORK

Upon Award, JEA will present the successful Respondent with the Contract. Unless expressly waived by JEA, the successful Respondent shall execute a Contract for the Work or Services within ten (10) days after receiving the Contract from JEA. If the Respondent fails to execute the Contract and any associated documents required by JEA,

or if the Respondent fails to act on a JEA-issued Purchase Order (PO), JEA may cancel the Award with no further liability to the Respondent, retain the bid security or bond (if applicable), and make an Award to the next-ranked company.

1.5.3. DEFINED TERMS

Capitalized terms used without definition in this RFQ shall have the meanings given to them in the Section titled "Definitions" of this RFQ.

1.5.4. EX PARTE COMMUNICATION

Ex Parte Communication is defined as any inappropriate communication concerning an RFQ between a company submitting a Response and a JEA representative during the time in which the RFQ is being advertised through the time of Award. Inappropriate communications include private communications concerning the details of the RFQ 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 RFQ process.

Ex Parte Communication is strictly prohibited. Failure to adhere to this restriction will disqualify the noncompliant company's Response. Any questions or requests for clarifications concerning this RFQ must be sent in writing via email to the JEA Buyer identified in this RFQ at least five business days prior to the opening date. If determined by JEA that a question should be answered or an issue clarified, JEA will issue an Addendum to all Respondents.

1.5.5. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY

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

A. That the individual signing the Response Form is duly authorized to contractually bind the Respondent to the terms and conditions of this RFQ and the Contract. Respondent shall provide satisfactory evidence of such authority within three days of JEA's request. The Respondent must be registered to conduct business in the State of Florida and in active status with the Florida Division of Corporations at the time of contract execution.

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 or the Contract expressly provides that JEA assumes the responsibility.

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

1.5.6. ETHICS

By submitting a Response, the Respondent certifies this 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 this 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 business ethics.

The Respondent shall submit only one Response in response to this Solicitation. If JEA has reasonable cause to believe the Respondent has submitted more than one Response for the same Services, other than as a Subcontractor or subsupplier, 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, with this Response by completing and submitting the Conflict of Interest Certificate Form found at jea.com. If JEA has reason to believe that collusion exists among the Respondents, JEA shall reject any and all Responses from the suspected Respondent s and will proceed to debar Respondent from future JEA Awards in accordance with the JEA Procurement Code.

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

If the Respondent violates any requirement of this clause, the Response may be rejected and JEA may debar offending companies and persons.

1.5.7. JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

1.5.8. 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 will be used to determine if the Company is awarded the Services. Subsequently, the Unit Prices will be used throughout the term of the Contract.

1.5.9. MODIFICATION OR WITHDRAWAL OF RESPONSES

The Respondent may modify or withdraw its Response at any time prior to the Response Due Date and Response Due Time by giving written notice to JEA's Chief Procurement Officer. JEA will not accept modifications submitted by telephone, telegraph, email, or facsimile, or those submitted after Response Due Date and Time. The Respondent shall not modify or withdraw its Response from the time submitted and for a period of 90 days following the opening of Responses.

1.5.10. 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 to the Respondent, to solicit or secure a contract with JEA, and that it has not paid or agreed to pay any person, company, corporation, individual or Respondent, other than a bona fide employee working solely for the Respondent, or an independent sale representative under contract to the Respondent, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the Award or obtaining a Purchase Order or Contract. For a breach or violation of these provisions occurs, JEA shall have the right to terminate the Purchase Order without liability, and at its discretion, to deduct from the Purchase Order Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

1.5.11. PROTEST OF RFQ AND AWARD PROCESS

Respondents shall file any protests regarding this RFQ in writing, in accordance with the JEA Procurement Code, as amended. Copies of the JEA Procurement Code are available online at www.jea.com.

1.5.12. RESERVATION OF RIGHTS TO JEA

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

Responses shall be good for a period of ninety (90) days following the opening of the Responses.

JEA reserves the right to reject any or all Responses, or any part thereof, and to waive informalities if such action is in its best interest. JEA may reject any Responses that it deems incomplete, obscure 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 which JEA determines are unbalanced, Responses that offer equal items when the option to do so has not been stated, Responses that fail to include a Bid Bond where one is required, and Responses from companies who have previously failed to satisfactorily complete JEA contracts of any nature or who have been scored by JEA as "Unacceptable" and, as a result, are temporarily barred from bidding additional work.

JEA reserves the right to cancel, postpone, modify, reissue and amend this RFQ at its discretion.

JEA reserves the right to cancel or change the date and time announced for the 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. In such cases whenever JEA exercises any of these reservations, JEA will make a commercially reasonable effort to notify, in writing, all parties to whom RFQs were issued. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

1.5.13. 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 a body politic and corporate and subject to these laws and related statutes ("Florida's Public Records Laws"). All Responses to this Solicitation are public records 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 its Response are exempt from Florida's Public Records Law, Respondent must (1) clearly segregate and mark the specific sections of the document, data or records as "Confidential," (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of its Response (the "Redacted Copy"). The cover of the Redacted Copy shall contain JEA's title and number for this Solicitation and Bidder's name, and shall be clearly titled "Redacted Copy." Respondent should only redact those portions of records that Respondent claims are specifically exempt from disclosure under Florida's Public Records Laws. If Respondent fails to submit a redacted copy of information it claims is confidential, JEA is authorized to produce all documents, data and other records submitted to JEA in answer to a public records request for such information.

In the event of a request for public records to which documents that are marked as confidential are responsive, JEA will provide the Redacted Copy to the requestor. If a requestor asserts a right to any redacted information, JEA will notify Respondent that such an assertion has been made. It is Respondent's responsibility to respond to the requestor to assert that the information in question is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of Respondent's redacted information under legal process, JEA shall give Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by

applicable law.) Respondent shall be responsible for defending its determination that the redacted portions of its Response are not subject to disclosure.

By submitting a Response to this Solicitation, Respondent agrees to protect, defend and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, costs and expenses (including but not limited to reasonable attorney fees and costs) arising from or relating to Respondent's determination that the redacted portions of its Response to this Solicitation are not subject to disclosure.

1.5.14. SCRUTINIZED COMPANIES

Pursuant to Section 287.135(2), Florida Statutes, a company is ineligible to, and may not, bid on, submit a Response 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 Response 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 Response 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 Contractor:

- (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 Contractor:

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

1.5.15. COVID-19

In light of the ongoing COVID-19 pandemic, JEA, or its agents, may screen any employees, contractors or agents of respondents present at JEA facilities for symptoms of COVID-19, possible contact to symptomatic or COVID-19 positive persons. Persons may, in the sole discretion of JEA, be prohibited from working onsite at JEA facilities until they provide evidence of a negative COVID-19 test. All respondents shall adhere to applicable guidelines issued by the CDC and federal, state and local orders intended to protect the health, safety and welfare of the public in relation to COVID-19, including rules regarding the wearing of face coverings.

SECTION 2 - GENERAL TERMS AND CONDITIONS OF CONTRACT

Section 2 of this RFQ contains JEA's general terms and conditions that will be incorporated by reference in and govern the Contract awarded under this RFQ. An example of the Contract that the Company will be required to execute is available for review at jea.com.

1. MEETINGS AND PUBLIC HEARINGS

The Company will, upon request by JEA, attend all meetings and public hearings as required, in any capacity, as directed by JEA.

2. DELAYS

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

3. SUSPENSION OF SERVICES

JEA may suspend the performance of the Services rendered by providing Company with five (5) days written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Services, the Company shall resume the full performance of the Services when directed in writing to do so by JEA. Suspension of Services for reasons other than the Company's negligence or failure to perform, shall not affect the Company's compensation as outlined in this Agreement.

4. PAYMENTS

- 4.1. The maximum indebtedness of JEA for all fees, incentive payments, reimbursable items or other costs, including, but not limited to travel related costs, pursuant to this Agreement shall not exceed the sum of **(insert amount) ("Maximum Indebtedness")** for Services rendered during the initial term of this Agreement OR the fees as stated in Company's Response.
- 4.2. The Company shall submit an Invoice to JEA upon the completion of and JEA's subsequent verification of the completion, for each Milestone.
- 4.3. JEA shall render payment to the Company within thirty (30) days of the date of receipt by JEA of properly itemized and documented billings. JEA may reject any Invoice within 20 calendar days after receipt. JEA will return the Invoice to the Company stating the reasons for rejection. Upon receipt of an acceptable revised Invoice or Application for Payment, JEA will pay the Company the revised amount within 10 days.
- 4.4. Invoices shall be submitted to the following email address: **ACCTPAYCUSTSRV@JEA.COM**, or if the Company does not have email capability, it can mail hard copies to: JEA Accounts Payable, P.O. Box 4910, Jacksonville, FL 32201-4910.
- 4.5. Company acknowledges that there is no expressed or implied obligation on the part of JEA to engage Company to perform Services under the Agreement. To the extent that JEA elects to incur additional costs pursuant to this Agreement, payment of the related additional fees and costs shall be authorized by a written amendment to this Agreement signed by the parties.

- 4.6. JEA shall not pay any retainer or any other amounts to Company except in the manner described in Exhibit B.

5. CHANGES IN SCOPE OF SERVICES

From time to time JEA may direct changes and modifications in the scope of the services, as contained in the Agreement, to be performed under this Agreement, as may be necessary to carry out the purpose of this Agreement. The Company is willing and agreeable to accommodate such changes, provided it is compensated for additional services in accordance with its professional fees and expenses under the terms of this Agreement. Such changes shall be in the form of a written amendment to this Agreement reflecting, as appropriate, an amendment to the Services rendered and adjustment to Company's professional fees, including an extension to the duration of this Agreement, as well as the maximum indebtedness of JEA. Maximum indebtedness is the maximum total cost that may be paid to the Company hereunder, including travel related costs, during the initial term of the Agreement for the Services rendered under the terms of this Agreement.

6. PERSONNEL & CHANGES IN COMPANY'S PROFESSIONAL PERSONNEL

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

6.2. Subsequent to the execution of this Agreement, Company shall notify the JEA Project Representative in writing prior to making changes in professional personnel assigned, or to be assigned, as provided in Company's Response to manage or perform Services under this Agreement. The JEA Project Representative shall have the right to reject any personnel assigned by Company to perform Services under this Agreement. If the right of rejection is exercised by the JEA Project Representative, Company shall submit for approval of the JEA Project Representative, the name or names of substitute personnel to fill the positions resulting from said rejection. The JEA Project Representative shall have the right to require the removal of Company's previously assigned personnel and Company shall promptly replace the same, subject to the JEA Project Manager's approval at no cost to JEA.

7. INDEMNIFICATION

Company shall hold harmless, indemnify, and defend JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of this Agreement or Services performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of the Agreement entered into pursuant to this solicitation, for events that occurred during the Agreement term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Agreement.

8. INSURANCE REQUIREMENTS

Before starting and until completion of the Services by JEA, and without further limiting its liability under the Agreement, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

Workers' Compensation

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

Commercial General Liability

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

Automobile Liability

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

Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$2,000,000 each occurrence and annual aggregate.

Professional Liability

Errors & Omissions; Insurance Limits: \$3,000,000 each claim and \$6,000,000 annual aggregate

Company's Commercial General Liability and Excess or Umbrella Liability policies shall remain in force throughout the duration of the project and until the Work is completed to JEA's satisfaction. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

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

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Services under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

9. PATENTS & COPYRIGHTS

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

- 9.2. Company will, at its own expense, procure for JEA the right to continue use of the Services, parts or combinations thereof, or processes used therein resulting from a suit or judgment on account of patent or copyright infringement.
- 9.3. If, in any such suit or proceeding, a temporary restraining order or preliminary injunction is granted, Company will make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of such restraining order or temporary injunction.
- 9.4. If, in any such suit or proceeding, any part of the Services is held to constitute an infringement and its use is permanently enjoined, Company will, at once, make every reasonable effort to secure for JEA a license, authorizing the continued use of the Services. If Company fails to secure such license for JEA, Company will replace the Services with non-infringing Services, or modify the Services in a way satisfactory to JEA, so that the Services are non-infringing.

10. WARRANTY

The Company represents and warrants that it has the full corporate right, power and authority to enter into the Agreement and to perform the Services, and that the performance of its obligations and duties hereunder does not and will not violate any Agreement to which the Company is a party or by which it is otherwise bound.

The Company represents and warrants that it will conduct the Services in a manner and with sufficient labor, materials and equipment necessary to affect a diligent pursuance of the Services.

The Company represents and warrants that it has the responsibility and capacity to train and supervise its employees, Subcontractors and suppliers to ensure the Services comply with all safety requirements of the Contract Documents.

The Company represents and warrants that its employees and Subcontractors shall exercise the degree of skill and care required by customarily accepted good practices and procedures.

The Company warrants that all items provided under the Agreement shall be in accordance with the requirements of this Agreement and services shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry. The Company warrants that the Services will meet the functional and performance requirements defined in the Agreement.

If any failure to meet the foregoing warranty appears within one year after Services are accepted, the Company shall again perform the Services directly affected by such failure at the Company's sole expense.

Company represents and warrants that all of the statements in its Response to JEA's solicitation for the Services are true and correct, and to the extent that any statements or provisions of such Response are more favorable to JEA than any conflicting terms of this Agreement, then in JEA's discretion and determination, the more favorable provisions shall apply.

11. NONWAIVER

Failure by either party to insist upon strict performance of any of the provisions of the Agreement will not release either party from any of its obligations under the Agreement.

12. OWNERSHIP OF DOCUMENTS AND EQUIPMENT

The Company agrees that upon completion of the Services, all drawings, designs, specifications, renderings, notebooks, tracings, photographs, reference books, equipment, expendable equipment and materials, negatives, reports, findings, recommendations, data and memoranda of every description (hereinafter referred to as "Works"), arising out of or relating to the Services rendered by the Company under this Agreement, are to become the property of JEA. Company and JEA agree that said Works shall be considered as works made for hire under the United States Copyright laws. JEA shall have the absolute and exclusive right to own and use all

said Works together with any and all copyrights, patents, trademark and service marks associated with said Works. The use of these Works in any manner by JEA shall not support any claim by the Company for additional compensation.

13. PUBLIC RECORDS AND SUNSHINE LAW

Access to Public Records

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

Redacted copies of Confidential Information

If the Company believes that any portion of any documents, data or other records submitted to JEA are exempt from disclosure under Chapter 119, Florida Statutes, the Florida Constitution and related laws ("Florida's Public Records Laws"), Company must (1) clearly segregate and mark the specific sections of the document, data and records as "Confidential", (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of the documents, data, or records (the "Redacted Copy"). The Redacted Copy shall contain JEA's contract name and number, and shall be clearly titled "Redacted Copy". Company should only redact those portions of records that Company claims are specifically exempt from disclosure under Florida's Public Records Laws. If the Company fails to submit a redacted copy of documents, data, or other records it claims is confidential, JEA is authorized to produce all documents, data, and other records submitted to JEA in answer to a public records request for these records.

Request for Redacted Information

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

Indemnification for Redacted Information

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

Public Records Clause for Service Contracts

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

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

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

JEA

Attn: Public Records

21 West Church Street

Jacksonville, Florida 32202

Ph: 904-665-8606

publicrecords@jea.com

14. NON-DISCRIMINATION PROVISIONS

Company shall comply with:

The provisions of Presidential Executive Order 11246, as amended and with all rules and regulations implementing that Executive Order. Said Executive Order and all rules and regulations implementing same are by this reference incorporated herein as if set out in their entirety.

Company will comply with Section 503 of the Rehabilitation Act of 1973, as amended and the Americans with Disabilities Act (ADA) and with all rules and regulations implementing such Acts. Said Acts and all rules and regulations implementing same are by this reference incorporated herein as if set out in their entirety.

Company will comply with The Employment and Training of Veterans Act, 38 U.S.C. 4212 (formerly 2012), as amended, and with all rules and regulations implementing such Act. Said Act and all rules and regulations implementing same are by this reference incorporated herein as if set out in their entirety.

15. PROHIBITION AGAINST CONTINGENT FEES

Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Company, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For the breach or violation of these provisions, JEA shall have the right

to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

16. COST SAVINGS PLAN

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

17. AUDIT

The Company's correspondence, records, vouchers and books of account related to the Company's direct interaction with JEA, insofar as work done or money expended under this Agreement are concerned, shall be open to JEA's inspection and audit during the Company's regular business hours during the course of the work and for a period of two years after completion of the Services. JEA shall give Company ten days written notice prior to audit or inspection. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by JEA. If the audit identifies overpricing or overcharges (of any nature) by the Company to JEA in excess of one-half of one percent (.5%) of the total contract billings, the Company shall reimburse JEA for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or nonperformance, JEA may recoup the costs of the audit work from the Company.

18. APPLICABLE STATE LAW; VENUE; SEVERABILITY

The rights, obligations and remedies of the Parties as specified under the Agreement will be interpreted and governed in all respects by the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof. Should any provision of the Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired. Litigation involving this Agreement or any provision thereof shall take place in the State or Federal Courts located in Jacksonville, Duval County, Florida.

19. HEADINGS

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

20. ORDER OF PRECEDENCE

In the event of any conflict between the provisions of this Agreement and those of the documents incorporated herein by reference, said provisions shall be given effect in the following order: (1) Amendments to this Agreement, (2) this Agreement and Exhibits attached hereto; (3) JEA purchase order(s); and (4) Company's Response in response to the solicitation.

21. NEGOTIATED AGREEMENT

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

the party who physically prepared this Agreement. The rule commonly referred to as Fortius Contra Proferentum shall not be applied to this Agreement or any interpretation thereof.

22. SURVIVAL

Any provision of this Agreement that, by its nature, is applicable to circumstances arising after the termination or expiration of this Agreement shall survive such termination or expiration and remain in full force and effect.

23. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the Company hereunder. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which are not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

24. INDEPENDENT CONTRACTOR

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

25. BEST PRICING

Compensation for the Services shall be as set forth in the Contract. During the Contract term, if Contractor offers better pricing to other government entities for substantially the same or a smaller quantity of Services upon the same or similar terms of the Contract ("Better Pricing"), then the price under the Contract shall be immediately reduced to the better price. Company may require Contractor to certify on an annual basis that Better Pricing (as defined above) does not exist.

26. TERM OF CONTRACT – DEFINED DATES

This Contract shall commence on the effective date of the Contract, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for three years with an option to renew for two, one year terms if it is in JEA's best interest, or until the Contract's Maximum Indebtedness is reached, whichever occurs first. It is at JEA's sole option to renew the Contract.

This Contract, after the initial year shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the Contract.

27. JEA'S RIGHT TO TERMINATE FOR CONVENIENCE

JEA reserves the right to terminate the Contract or any of its components at any time and for any reason by giving written notice to Contractor. If the Contract is terminated for convenience as provided herein, Contractor will be relieved of all further obligations other than payment for that amount of Services actually performed to the date of termination. Access to any and all work papers will be provided to JEA after the termination of the Contract. The parties understand and agree that Contractor shall not have a reciprocal right to terminate the Contract for convenience; it being understood that JEA's payment for Services forms the consideration for Contractor not having this right.

28. JEA'S REMEDIES UPON CONTRACTOR DEFAULT

Any one or more of the following events, if not cured within ten (10) calendar days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services in accordance with the Contract terms, (2) Contractor fails to maintain adequate progress, thus endangering performance of the Contract, (3) Contractor fails to honor any other material term of the Contract, or (4) Contractor fails to abide by any statutory, regulatory, or licensing requirement. Company may extend the 10-day cure period in its discretion.

In addition, the following shall constitute an immediate Event of Default with no right cure: (i) Contractor is found to have made a false representation or certification in its Response, or (ii) Contractor has been placed on the list maintained under Section 287.135, Florida Statutes, of companies with activities in Sudan or in Iran Petroleum Energy Sector.

Upon an "Event of Default" on the part of Contractor, JEA will be entitled to terminate the Contract and pursue such other remedies available at law or equity, including the recovery of any re-procurement costs and delay damages. The rights and remedies available to JEA under the Contract are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other.

If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience.

29. CONTRACTOR REMEDIES UPON JEA DEFAULT

JEA shall be in default if JEA fails to honor any material term of the Contract, and such failure is not cured within forty-five (45) calendar days after receipt of written notice thereof from Contractor. In the event of JEA's default, Contractor will be entitled to terminate the Contract and pursue such other remedies available at law or equity as it deems appropriate. Except as expressly provided elsewhere in the Contract, Contractor will not be entitled to recover any lost profits or consequential damages. The rights and remedies available to Contractor under the Contract are distinct, separate and cumulative remedies, and no one of them shall be deemed to be in exclusion of any other.

30. FORCE MAJEURE, NOTICE OF DELAY AND NO DAMAGES FOR DELAY

Neither party shall be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, subcontractors or agents). Contractor shall notify JEA in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, Company will give Contractor a reasonable extension of time to perform; provided, however, that JEA may elect to terminate the Contract in whole or in part if JEA determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to JEA. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** No claim for damages, other than for an extension of time, shall be asserted against JEA. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from JEA for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

31. SECURITY PROCEDURES

Contractor and its employees, subcontractors and agents shall comply fully with all generally applicable security procedures of the United States, the State of Florida, including without limitation Section 501.171, Florida Statutes, and JEA regarding the security of personal information and personally identifiable information (PII) in performance of the Contract. JEA agrees that any security procedures imposed by JEA specifically for the Contract will be reasonable and will not impose any unreasonable costs or hardships.

32. RESTRICTIONS ON THE USE OR DISCLOSURE OF JEA'S INFORMATION

Contractor shall not use, copy or disclose to third parties, except in connection with performing the Services, any information obtained by Contractor or its agents, subcontractors or employees in the course of performing the Services, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of JEA. At JEA's request, all information furnished by JEA not otherwise required by the Contract to be returned will be returned to JEA upon completion of the Services. Contractor shall not be required to keep confidential any information that has already been made publicly available through no fault of Contractor or that Contractor developed independently without relying on JEA's information. To ensure confidentiality, Contractor shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Contract.

33. PROTECTION OF CONTRACTOR'S TRADE SECRETS

All documents received by JEA in connection with this Agreement are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to JEA. JEA agrees to notify Contractor of any third-party request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within five (5) business days of Contractor's receiving notice of the request, JEA may release the requested information. Such release shall be deemed for purposes of the Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copy right or other intellectual property.

34. ASSIGNMENT

Each party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of the Contract. Contractor shall not sell, assign or transfer any of its rights (including rights to payment), duties or obligations under the Contract without the prior written consent of JEA. In the event of any assignment, Contractor shall remain liable for performance of the Contract unless JEA expressly waives such liability. JEA may assign the Contract with prior written notice to Contractor of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of JEA.

35. NOTICE AND APPROVAL OF CHANGES IN OWNERSHIP

Because the award of the Contract may have been predicated upon Contractor's ownership structure, Contractor agrees that any transfer of a substantial interest in Contractor by any of its owners shall require JEA's prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of the Contract, Contractor represents that it has no knowledge of any intent to transfer a substantial interest in Contractor. A substantial interest shall mean at least 25% of the voting shares in Contractor. This section shall not apply to (i) transfers occurring upon the incapacitation or death of an owner; (ii) transfers associated with an

initial public offering on the NYSE or NASDAQ markets; or (iii) transfers to a company whose stock is publicly traded on the NYSE or NASDAQ markets.

36. WARRANTY OF ABILITY TO PERFORM

Contractor warrants that (i) it is ready, willing and able to perform its obligations under the Contract, and (ii) to the best of Contractor's knowledge, there are no pending or threatened actions, proceedings, investigations or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor shall immediately notify JEA in writing if its ability to perform is compromised in any manner during the term of the Contract.

37. COMPLIANCE WITH APPLICABLE LAWS

Contractor (and any subcontractors) must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, and which are incorporated herein by reference, including, but not limited to:

- Chapter 119, Florida Statutes (the Florida Public Records Law);
- Section 286.011, Florida Statutes (the Florida Open Meetings Law);
- Chapter 602, Jacksonville Ordinance Code (the Jacksonville Ethics Code);

38. WARRANTY OF AUTHORITY TO SIGN CONTRACT

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

39. ASSIGNMENT OF ANTITRUST CLAIMS

Contractor and JEA recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by JEA. Therefore, Contractor hereby assigns to JEA any and all claims under the antitrust laws of Florida or the United States for overcharges of goods, materials or services purchased in connection with the Contract.

40. AVAILABILITY OF FUNDS

The obligations of JEA under the Contract are subject to the availability of funds lawfully appropriated annually for JEA's purposes and in the event funds are not available, the Contract may be canceled or terminated without penalty by JEA by giving thirty (30) days written notice of such cancellation or termination, such notice to be signed by JEA, and be delivered as provided herein.

SECTION 3 - FORMS (APPENDIX A)

SECTION 4 – ATTACHMENT A - FORM CONTRACT

SECTION 5 – ATTACHMENT B – JEA TRAVEL POLICY

SECTION 4 – ATTACHMENT A – FORM CONTRACT

CONTRACT

JEA CONTRACT # _____

THIS CONTRACT is made and entered into as of the ____ day of _____, 2021 (the “**Effective Date**”) by and between **JEA**, a body politic and corporate in the City of Jacksonville, Florida (“**JEA**”) and **[NAME OF COMPANY (exactly as listed on sunbiz.org)]**, a **[state of organization][type of entity]** authorized to conduct business in the state of Florida with its principal address at **[JEA’s principal address listed on sunbiz.org]** (“**JEA**”).

WHEREAS, JEA issued a Solicitation **[solicitation number]** for **[project title exactly as it appears on Solicitation]**, **[as amended by Addendum Number One dated _____, Addendum Number Two dated _____ and Addendum Number Three dated _____ (listing all Addenda)]** (the “**Solicitation**”); and

WHEREAS, based on JEA’s response to the Solicitation (the “**Response**”), on _____ **[insert date of award]**, JEA awarded a contract to provide certain **[Recruitment for specific position title]** services to JEA as described in the Solicitation (the “**Work**”);

NOW THEREFORE, in consideration of the mutual covenants contained below, JEA and JEA agree as follows:

1. **Engagement and Performance of Work.** JEA engages JEA to perform the Work, and JEA shall perform the Work in accordance with the terms and conditions of this Contract.

2. **Compensation.** JEA shall pay the JEA for the Work in accordance with the terms of the Solicitation and the pricing attached to this Contract as **Exhibit A**.

3. **Maximum Indebtedness.** JEA’s maximum indebtedness for all fees, costs, expenses and all other amounts payable under this Contract shall be included in the _____% mark-up of the position salary, or a fixed monetary amount not-to-exceed in the amount of \$_____, whichever is less. All travel expenses will be in accordance with the JEA Travel Policy, and shall not exceed \$10,000.00. All amounts payable under this Contract are contingent upon the existence of lawfully appropriated funds therefor.

4. **Term.** This Contract shall begin on the Effective Date and shall continue in force through completion of all Work, acceptance of the Work by JEA and final payment, including resolution of all disputes, claims, or suits, if any. Certain provisions of this Contract may extend past termination including, but not limited to, warranty and indemnification provisions.

5. **Contract Documents.** This Contract consists of the following documents which are incorporated by reference as if fully set forth herein and which, in case of conflict, shall have priority in the order listed below:

- This document (including all attachments and exhibits hereto), as modified by any subsequently signed amendments
- Any Addenda to the Solicitation issued by JEA

- The Solicitation as originally issued by JEA, including all amendments, technical specifications, appendices and exhibits thereto
 - The Response, provided, however, that any terms in the Response that are inconsistent with the Solicitation shall not be included in this Contract, unless expressly agreed to in writing by JEA
6. **Notices.** All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to JEA:

JEA
21 W. Church Street
Jacksonville, Florida 32202
Attn: [Name, Project Manager]

and to:

JEA
21 W. Church Street, CC-6
Jacksonville, Florida 32202
Attn: Heather Beard, Procurement Contract Administration
As to the JEA:

[JEA name]
[JEA address]
[Attn: Name and Title]

7. **Authority.** JEA represents and warrants to JEA that JEA has full right and authority to execute and perform its obligations under this Contract, and JEA and the person(s) signing this Contract on JEA's behalf represent and warrant to JEA that such person(s) are duly authorized to execute this Contract on JEA's behalf without further consent or approval by anyone. JEA shall deliver to JEA promptly upon request all documents reasonably requested by JEA to evidence such authority.

8. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Work to be performed and furnished by the JEA. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. JEA may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to JEA (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. JEA acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. **Amendments.** All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties to this Contract.

10. Counterparts. This Contract, and all amendments hereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. This Contract may be delivered by facsimile or by email transmittal of a PDF image, and such facsimile or PDF counterparts shall be valid and binding on JEA and JEA with the same effect as if original signatures had been exchanged.

IN WITNESS WHEREOF, JEA and JEA have duly executed this Contract as of the Effective Date.

JE A

Witness

By: _____
Jenny McCollum
Director, Procurement Services

[COMPANY NAME/SIGNATURE *(exactly as listed on*
sunbiz.org)]

Form Approved:

Office of General Counsel

SECTION 5 – ATTACHMENT B – JEA TRAVEL POLICY

TRAVEL SERVICES PROCEDURE:

OS A0504 PS 120B Contractor Travel

TITLE:

Travel Approval and Expense Reimbursement (Contractor)

CREATION DATE: May 26, 1988

REVISED: April 9, 2020

POLICY: JEA's travel requirements for contractors parallel the same travel guidelines in FS A0504 SC 120 for JEA Employee Travel. JEA is authorized to provide reimbursements for certain expenses incurred by a non-JEA employee upon the traveler meeting all the requirements stated in this procedure. The proper approval process must be followed for a non-JEA employee to travel and receive Reimbursements for expenses incurred.

OBJECTIVES: Provide assistance to the non-JEA traveler in making travel arrangements and filing a travel claim for reimbursement of travel expenses occurred.

ASSIGNMENT: Interim Chief Financial Officer and Treasurer is responsible for maintenance and implementation of this procedures. All using employees are responsible for compliance herewith.

PROCEDURE:

- I. **TRAVEL REQUESTS** - Contractors must request approval for travel on official JEA business prior to commencement of travel. A Travel Request/Reimbursement Form is located in Oracle and the Grid and must be completed and submitted to the traveler's approving authority before travel begins.
- II. **GENERAL TRAVEL GUIDELINES**
 - A. **Constructive Point of Origin** - The application of the constructive point of origin regulation will ensure that the traveler travels the shortest reasonable distance on business. Travel shall be deemed to have begun at the usual place of business or residence, or the place where travel actually began, whichever is less.
 - B. **Constructive Travel Time** - Is the time the traveler actually departs for his/her destination, or at the latest time the traveler could reasonably have departed in order to arrive at his/her destination in time to accomplish the official business, whichever is later. The same applies to the return back to the point of origin.
 1. **Common Carrier** (excluding rental automobile) Travel Time begins two hours prior to the time the traveler's conveyance actually departs.
 2. **Motor vehicle** (including rental automobile) Travel Time begins at the time travelers actually begin driving to their destination.

3. If a traveler conducts personal business during official travel, the personal business shall be considered to have been conducted at the beginning or at the end of the travel.

C. Transportation

1. The traveler requesting approval to travel shall choose the most economical means of transportation, considering the nature of the business, the traveler's time, cost of transportation, meals, lodging and incidental expenses required.
2. Reimbursement shall be made only for travel performed over usually regularly traveled routes to the destination. When travel is by indirect route for the traveler's own convenience, reimbursement for expenses shall be based only on such charges as would have been incurred over the usually traveled route.
3. If the total miles from the departure point to destination exceeds 400 miles round trip, the mileage reimbursement for use of a private motor vehicle shall be limited to the lesser of:
 - a. IRS-authorized mileage rates described in Section 106.706 of the Ordinance Code, City of Jacksonville; or
 - b. the lowest airline common carrier coach fare available to the nearest airport plus IRS-authorized mileage rate per mile from the airport to the destination.

III. AUTHORIZED EXPENSES

A. Airplane

1. Travel by Common Carrier shall be reimbursed at the lowest coach fare rate available (except that the first class rate is authorized if coach fare is not available). The Common Carrier shall complete The Certification of Unavailability of Coach Accommodation (Appendix A)
2. Reservations for a Saturday night stay over are encouraged if it results in a net savings after considering all incremental travel related expenses.
3. Reimbursement for rented aircraft shall be based on the hourly rental rate for the aircraft, including fuel, if the cost of renting the aircraft can be demonstrated to be less than the lowest available common carrier coach fare.
4. A copy of the itinerary showing the cost must be submitted along with the expense statements.

B. Automobiles

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

driving on official business may also be reimbursed. Current mileage rates are listed on the Grid

2. No other reimbursement for expenses related to the operation, maintenance and ownership of a vehicle shall be allowed when a private motor vehicle is used on public business.

C. Car Rental

1. Rental cars shall be approved only if taxis or other means of transportation are less economical or otherwise impractical. Enterprise Rent a Car (Enterprise) and National Rent a Car (National) are JEA's contracted rental car agency.
2. Every effort shall be made to coordinate travel so that travelers share a rental car and thereby eliminate multiple cars at the same location.
3. Travelers shall use the intermediate Class for Enterprise or midsize class for National (subordinate) of vehicles unless the number of passengers or the volume of equipment makes the intermediate/midsize class impractical.
4. Personal accident insurance purchased by the traveler will not be reimbursed by JEA.
5. A copy of itemized rental car charges will be made and submitted with the expense statement.

D. Lodging

1. Reasonable reimbursement will be made for the cost of overnight lodging when a traveler is away from his/her place of residence. Travelers shall select lodging which is the most economically available, consistent with the duties being performed. Traveler must use the search results from published internet travel agency such as Expedia, Travelocity, Orbitz, or similar for the specific travel parameters to compare available lodging rates for travel at the time of booking.
2. Travelers will be reimbursed for a single room rate; double occupancy rates may be obtained if two travelers share a room.
3. An extended stay facility may be obtained, however the expense must be reasonable and the daily cost shall not exceed \$100 per night.
4. Travelers must document all lodging expenses with itemized statement and paid receipt from lodging facility. A copy of the receipt must be submitted with the expense statement. Personal expenses such as entertainment, in-room movies, in-room services, in-room concessions (i.e., mini-bar charges) and other personal charges will not be reimbursed.

E. Meals

1. Reimbursement is authorized for meals for all travelers while in a business travel status at the following fixed subsistence / per diem rates, or, at the traveler's option, at the amount submitted, not to exceed the following fixed maximum subsistence rates, but in any case only when travel begins before and extends beyond the times specified:
 - a. Breakfast - when Travel Time begins before 6:00 a.m. and extends beyond 8:00 a.m. The JEA breakfast per diem maximum is \$10.

- b. Lunch - when Travel Time begins before 12:00 noon and extends beyond 2:00 p.m. The JEA lunch per diem maximum is \$14.
 - c. Dinner - when Travel Time begins before 6:00 p.m. and extends beyond 8:00 p.m. The JEA dinner per diem maximum is \$26.
 - d. International Travel – for travel outside of the United States, the per diem rate is doubled to \$100 per day.
- 2. The maximum JEA per diem rate of up to \$50 will be paid for an entire day
When Travel Time for that day begins before 6:00 a.m. and extends beyond 8:00 p.m.
- 3. Per diem rates may not be claimed for meals (except those provided by common carrier transportation) made available without specific charge at a seminar, conference or training session.
- F. Telephone Calls
 - 1. Communication expenses, necessary to conduct official JEA business shall be allowed as a reimbursable expense.
 - 2. Personal long distance phone charges shall be allowed as a reimbursable expense when travelers must call family members, or caretakers for dependents, to tell of travel delays. Any other routine or non-emergency personal calls shall be at the expense of the traveler and shall not be reimbursed.
 - 3. A receipt documenting the telephone charges shall be submitted with the Travel Expense Statement.
- G. Incidental Transportation Expenses

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

- 1. Taxi fare
- 2. Ferry fares, bridge, rail and tunnel tolls
- 3. Storage and parking fees
 - a. Valet parking may be selected when there is not a more economical means of parking or where less economical options present a safety concern. Justification for the use of valet parking must be provided.
 - b. One of the long-term (non-valet) airport parking options (vs. hourly parking) must be utilized for approved travel greater than 24 hours.
- 4. Reasonable gratuities for services incurred at a cost (not to exceed 20% of the cost of the service or to exceed the total subsistence allowance in the case of meals)
- 5. Reasonable gratuities for services incurred without a cost (limited to \$10 per day) (receipt not required, but service justification must be indicated)

IV. TRAVEL REIMBURSEMENT:

- A. JEA will reimburse the contractor in accordance with the payment terms and conditions as outlined in the company's contract or purchase order. All invoices must be submitted to Travel Services for

auditing purposes. Once approved, the traveler's claim will be submitted to Accounts Payable for payment. A Direct Deposit form must be completed for payment. Form located on Grid.

- B. JEA will only reimburse the contractor for actual cost of travel expenses that are documented with receipts submitted with the expense statement.
- C. The traveler's copy of the itinerary, ticket stubs, detailed paid hotel bill, rental car receipt, parking receipts, toll receipts, storage receipts, taxi receipts, telephone charges receipt, must accompany the request for reimbursement.

V. DOCUMENTATION AND FORMS REQUIRED:

- A. The Contractor's Travel Request/Reimbursement Form shall include, but not be limited to:
 - A. Name of each traveler
 - B. Destination of the traveler (place of departure and destination)
 - C. Dates encompassed by the travel (the time & date of departure and the time & date of return)
 - D. Each day of travel will be entered in a separate column/line. Items of travel applicable to that day will be entered on the appropriate column/line. The cost of transportation (air, rental car) may be entered on day 1 of the travel.
 - E. Per diem or meal allowance will be claimed as provided in Section IV. E. of this document. Subsistence rates for eligible meals will be entered in the column/line of the day claimed.
 - F. Traveler shall include the actual miles traveled on official business. Current IRS mileage rates may be viewed on Grid.
 - G. All other expenses associated with travel are to be itemized and entered on the specific day incurred on the appropriate column/line of the form.
 - H. A Direct Deposit form must be completed and submitted to Accounts Payable. A Direct Deposit Form is located on Grid.

SIGNED: Joseph E. Orfano

EFFECTIVE DATE: April 9, 2020

Revised: 6/25/07; 12/11/2001; 6/18/2001; 11/29/200; 4/1/2010, 4/9/2020