



REQUEST FOR PROPOSAL (RFP)
FOR PARTICIPATION IN
EMPLOYEE ENGAGEMENT CONSULTING SERVICES
FOR
JEA
JACKSONVILLE, FL

JEA REQUEST FOR PROPOSAL NUMBER: 84228

PROPOSAL DUE DATE: JUNE 20, 2016
PROPOSAL DUE TIME: 12:00 PM EST

PROPOSAL EMAILED TO:
ELAINE SELDERS AT
SELDEL@JEA.COM
JEA PROCUREMENT SERVICES

Table of Contents

1.	REQUEST FOR PROPOSALS.....	3
1.1.	INVITATION	3
1.1.1.	SCOPE OF WORK.....	3
1.1.2.	INVITATION - REQUEST FOR PROPOSAL.....	3
1.1.3.	QUESTIONS.....	4
1.2.	SPECIAL INSTRUCTIONS.....	4
1.2.1.	MINIMUM QUALIFICATIONS FOR SUBMISSION (RFP).....	4
1.2.2.	REQUIRED FORMS TO SUBMIT WITH PROPOSAL.....	5
1.3.	EVALUATION METHODOLOGY.....	5
1.3.1.	EVALUATED PROPOSAL.....	5
1.4.	SELECTION CRITERIA.....	6
1.4.1.	QUOTATION OF RATES (30 POINTS).....	6
1.4.2.	PROFESSIONAL EXPERIENCE AND LOCATION OF PROFESSIONAL PERSONNEL (30 Points)	6
1.4.3.	PAST PERFORMANCE/COMPANY EXPERIENCE (10 Points)	6
1.4.4.	ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE CONSULTING REQUIREMENTS (30 Points).....	6
1.4.5.	TIE.....	7
1.4.6.	OPTIONAL USE OF JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM	7
1.5.	GENERAL INSTRUCTIONS	8
1.5.1.	NUMBER OF CONTRACTS TO BE AWARDED.....	8
1.5.2.	ADDENDA- REQUEST FOR QUALIFICATIONS.....	8
1.5.3.	CONFLICT OF INTEREST.....	8
1.5.4.	CONTRACT EXECUTION AND START OF WORK (RFP).....	8
1.5.5.	SUNSHINE LAW	8
1.6.	CONTRACT TERMS AND CONDITIONS	10
1.6.1.	ACCEPTANCE	10
1.6.2.	TERM OF CONTRACT – PROJECT COMPLETION	10
1.6.3.	PAYMENT METHOD - LUMP SUM.....	10
1.6.4.	DISCOUNT PRICING	11
1.6.5.	INVOICING AND PAYMENT TERMS	11
1.6.6.	INSURANCE	11
1.6.7.	TERMINATION FOR CONVENIENCE.....	13
1.6.8.	TERMINATION FOR DEFAULT.....	13
1.6.9.	WARRANTY (PROFESSIONAL SERVICES).....	14
1.6.10.	JEA ACCESS BADGES	15
1.6.11.	INDEMNIFICATION (JEA STANDARD).....	15
1.6.12.	INDEMNIFICATION-RELEASE OF JEA CUSTOMER OR JEA EMPLOYEE INFORMATION	15
1.7.	TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK	16

Solicitation

1. REQUEST FOR PROPOSALS

1.1. INVITATION

1.1.1. SCOPE OF WORK

JEA is seeking a consulting firm (the "Company") to provide consulting services in support of JEA's strategic initiatives surrounding employee engagement and satisfaction. These services shall include:

- Review data from previous employee internal surveys and develop an updated workplace survey that will detect improvement or decline relative to previous results
- Conduct an effective employee survey with the goal of achieving a high employee participation rate
- Provide a comprehensive, but concise, executive summary reporting, as well as, all response data (scrubbed of employee identity)
- Assist JEA management in seeking additional information and feedback for potential improvement actions through post-survey employee focus groups

Additional information can be found in the Technical Specifications on Page 16.

1.1.2. INVITATION - REQUEST FOR PROPOSAL

You are invited to submit a Proposal in response to the Request for Proposals noted below:

Request for Proposals (RFP) Title: Employee Engagement Consulting Services

To obtain more information about this RFP:

Download a copy of the Solicitation, PDF quality drawings (if applicable, and any required forms at jea.com.

JEA RFP Number: 84228

Proposal Due Time: 12:00 P.M. EST - **ALL LATE PROPOSALS WILL BE RETURNED UNOPENED.**

Proposal Due Date: JUNE 20, 2016

Proposals should reference the RFP Title noted above and be made on the appropriate forms as specified with the Solicitation and **e-mailed to Elaine Selders at SELDEL@JEA.COM**. The Proposer shall be solely responsible for delivery of its Proposal. Proposals are due by the time and on the date listed above. **ALL LATE PROPOSALS WILL BE RETURNED UNOPENED.**

1.1.3. QUESTIONS

All questions must be submitted in writing to the JEA Buyer listed below at least five (5) business days prior to the opening date. Questions received within five (5) business days prior to the opening date will not be answered.

For Procurement Related Questions:

Buyer: ELAINE SELDERS

E-mail: SELDEL@JEA.COM

For Technical Questions:

Contact: Robert Mack

E-mail: MACKRE@JEA.COM

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION (RFP)

Proposer shall have the following Minimum Qualifications to be considered eligible to submit a Proposal in response to this RFP. **A Minimum Qualification Form which is required to be submitted with the Proposal Form is provided in Appendix A of this RFP.**

It is the responsibility of the Proposer to ensure and certify that it meets the Minimum Qualifications stated below. A Proposer not meeting all of the following criteria will have their Proposals rejected:

- Proposer must designate the Lead Consultant who will serve as the primary representative for JEA. The Proposer shall provide two (2) account references where the Lead Consultant being proposed for JEA's contract was also the lead consultant on the referenced work. References should cover work within the last five (5) years ending May 31, 2016. The account references provided should be similar to the scope of work required for this RFP.
 - A similar account is defined as an employee engagement consulting services as described in the Technical Specifications stated herein.
 - The account references must include the reference company name, contact person, phone number, email address and a summary of the scope of work provided, and the name of the Lead Consultant utilized by the Proposer to service the account. JEA will contact and verify the account references.

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

1.2.2. REQUIRED FORMS TO SUBMIT WITH PROPOSAL

To submit a Proposal in response to this RFP, all of the following forms must be completed and submitted as part of the Proposal. The Proposer must obtain the required forms, other than the Minimum Qualification Form, by downloading them from JEA.com. If the Proposer fails to complete or fails to submit one or more of the following forms, the Proposal shall be rejected.

The following forms are required to be submitted:

- Company's Proposal
- Minimum Qualifications Form - This form can be found in Appendix A of this Solicitation
- Proposal Form - This form can be found in Appendix A of this Solicitation

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

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

- List of Subcontractors/Shop Fabricators (if applicable)
- List of JSEB Certified Firms (if applicable)
- Conflict of Interest Certificate Form - This form can be found on JEA.com
- Insurance Certificate
- W-9
- Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)
- Lobbyist Registration for City of Jacksonville
- Any technical submittals as required by the Technical Specifications

1.3. EVALUATION METHODOLOGY

1.3.1. EVALUATED PROPOSAL

JEA will use the "Selection Criteria" listed below to evaluate the Proposals. JEA may make its Award decision based solely upon the information submitted in the Proposals. JEA may also choose to have one or more Proposer make presentations to representatives of JEA. It is always in the best interest of the Proposer to provide informative, concise, well-organized technical and business information relative to the Work, in both the initial submittal of its Proposal and in any subsequent submittals. **Please note, JEA may reject Proposals that request material changes or take exceptions to JEA commercial terms and conditions.** Material changes to the commercial terms and conditions can only be made by JEA prior to public opening of the Proposals.

1.4. SELECTION CRITERIA

1.4.1. QUOTATION OF RATES (30 POINTS)

The Proposer shall provide a lump sum price for completion of the project as specified in the Technical Specifications by completing the information below. The lump sum price submitted by the Proposer shall be all inclusive and shall include all work, travel, profit, taxes, benefits, and all other overhead items, including photocopy and report preparation fees, if applicable.

Please note, the rate quoted by the Proposer must be firm, and not an estimate. ANY MODIFICATIONS, EXCEPTIONS, OR OBJECTIONS CONTAINED WITHIN THE PROPOSAL FORM SHALL SUBJECT THE PROPOSAL TO DISQUALIFICATION.

Lump Sum Price \$ _____

1.4.2. PROFESSIONAL EXPERIENCE AND LOCATION OF PROFESSIONAL PERSONNEL (30 Points)

The Proposer shall provide the resume of the Lead Consultant to available to work on the JEA engagement. This Lead Consultant shall be the same consultant who is identified for the minimum qualification reference checks.

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 (2) pages in length, single sided, and on 8.5" by 11" sized paper. If the resume contains more than two (2) pages, only the information contained on the first two (2) pages will be evaluated by JEA.

1.4.3. PAST PERFORMANCE/COMPANY EXPERIENCE (10 Points)

The two (2) customer references provided in the Minimum Qualifications section of this RFP will be scored for points in this section.

1.4.4. ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE CONSULTING REQUIREMENTS (30 Points)

Describe in your own format the Proposer approach to provide the services described in the Scope of Work. Describe the approach to how your firm will manage the engagement. The description shall provide a comprehensive consulting services design approach and proposed work plan, and explain how the Proposer intends to manage the engagement.

The work plan should include:

- The Proposer's approach to developing and designing the employee survey;
- Proposers shall describe the proposed survey procedures including the web portal and software;
- Proposers shall describe the survey administration process;
- The Proposer's approach to analyzing the survey data and presentation of the results;

- Proposer shall provide details on how it will conduct focus groups and how survey feedback will be presented including suggested action plans and industry best practices.

The approach to consulting services is limited to a maximum of three (3) pages.

1.4.5. TIE

In addition to the above, JEA has a database evidencing the amount of work previously given to each company. Said criteria will be considered in the event of a tie. In order for new companies to be given opportunity to work with JEA, extra points shall be given to those companies who have not done business with JEA in the past.

1.4.6. 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 this Contract.

JSEB firms that qualify for this 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 this 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 Contract Administrator, and without subsequent receipt of written approval for the JEA Contract Administrator.

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 Proposers 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 question and correspondence concerning the JSEB program should be addressed to the following contact:

G. Nadine Carswell
JSEB Manager
JEA
(904) 665-6257
carsgs@jea.com

1.5. GENERAL INSTRUCTIONS

1.5.1. NUMBER OF CONTRACTS TO BE AWARDED

JEA intends to Award ONE (1) Contract(s) 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 to do so.

1.5.2. ADDENDA- REQUEST FOR QUALIFICATIONS

JEA may issue Addenda prior to the opening of Responses to change or clarify the intent of this RFQ. The Proposer 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. 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 Documents. It is the responsibility of each Proposer 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 at JEA's sole discretion.

1.5.3. CONFLICT OF INTEREST

A person or company who receives a Contract which was not procured pursuant to public bidding procedures to perform a feasibility study, or who participated in the drafting of an invitation to bid or request for proposals, or who developed a program for future implementation shall not be eligible to contract with JEA for any other contracts dealing with that specific subject matter.

Should JEA erroneously Award a Contract in violation of this policy, JEA may terminate the Contract at any time with no liability to Proposer/Bidder, and Proposer/Bidder shall be liable to JEA for all damages, including but not limited to the costs to rebid the Work. The purpose of this policy is to encourage bidding and eliminate any actual or perceived advantage that one Proposer/Bidder may have over another.

1.5.4. CONTRACT EXECUTION AND START OF WORK (RFP)

Within thirty (30) days from the date of Award, JEA will present the successful Proposer with the Contract Documents. Unless expressly waived by JEA, the successful Proposer shall execute a Contract for the Work or Services within ten (10) days after receiving the Contract from JEA. If the Proposer fails to execute the Contract or associated documents as required, or if it fails to act on a JEA-issued Purchase Order (PO), JEA may cancel the Award with no further liability to the Proposer, retain the bid security or bond (if applicable), and Award to the next-ranked company.

Upon JEA's receipt of the executed Contract and certificate of insurance, JEA will issue a PO, in writing and signed by an authorized JEA representative as acceptance of the Proposal and authorization for the company to proceed with the Work, unless otherwise stated in the Contract or PO.

1.5.5. 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". Bidder should only redact those portions of records that Bidder claims are specifically exempt from disclosure under Florida's Public Records Laws. If the Company fails to submit a redacted copy of documents, data, or other records it claims is confidential, JEA is authorized to produce all documents, data, and other records submitted to JEA in answer to a public records request for these records.

Request for Redacted Information

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

Indemnification for Redacted Information

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

Public Records Clause for Service Contracts

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

- 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**

1.6. CONTRACT TERMS AND CONDITIONS

1.6.1. ACCEPTANCE

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

1.6.2. TERM OF CONTRACT – PROJECT COMPLETION

The Contract shall be in force until completion of all Work, and Acceptance by JEA. Certain provisions of this Contract may extend past termination including, but not limited to, Warranty and Indemnification provisions.

1.6.3. PAYMENT METHOD - LUMP SUM

Upon Acceptance of all Work, the Company shall submit an Invoice for the full Contract Price agreed upon in the Contract Documents.

JEA may elect to make a partial payment or no payment if JEA determines, at its sole discretion, and after due consideration of relevant factors, that either all, or part of the task being invoiced is not in accordance with the Contract Documents.

1.6.4. DISCOUNT PRICING

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

- o 1% 20, net 30
- o 2% 10, net 30
- o 3% 5, net 30

Company may request alternate payment terms for JEA's consideration, however, alternate payment terms are not effective until accepted by JEA in writing. Please note, all payment dates are calculated from the date of the Invoice receipt by JEA's Accounts Payable.

1.6.5. INVOICING AND PAYMENT TERMS

Within sixty (60) days from completion of the Work, the Company shall submit all Invoices or Applications for Payment in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to the following address:

JEA Accounts Payable
P.O. Box 4910
Jacksonville, FL 32201-4910

JEA will pay the Company the amount requested within thirty (30) calendar days after receipt of an Invoice from the Company subject to the provisions stated below.

JEA may reject any Invoice or Application for Payment within twenty (20) calendar days after receipt. JEA will return the Invoice or Application for Payment to the Company stating the reasons for rejection. Upon receipt of an acceptable revised Invoice or Application for Payment, JEA will pay the Company the revised amount within ten (10) days.

JEA may withhold payment if the Company is in violation of any conditions or terms of the Contract Documents.

In the case of early termination of the Contract, all payments made by JEA against the Contract Price prior to notice of termination shall be credited to the amount, if any, due the Company. If the parties determine that the sum of all previous payments and credits exceeds the sum due the Company, the Company shall refund the excess amount to JEA within ten (10) days of determination or written notice.

1.6.6. INSURANCE

INSURANCE REQUIREMENTS

Before starting and until Acceptance of the Work by JEA, and without further limiting its liability under the Contract, 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: \$2,000,000 each claim and \$4,000,000 annual aggregate

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

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

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under 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.

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

Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either 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"). Companies should show good faith efforts in providing assistance to JSEB firms in the securing of the Subcontractors' insurance requirements stated herein. Company shall submit subcontractors' certificates of insurance to JEA prior to allowing Subcontractors to perform Work on JEA's job sites.

1.6.7. TERMINATION FOR CONVENIENCE

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

In the event of termination for convenience, JEA will pay the Company for all disbursements and expenses that the Company has incurred, or has become obligated prior to receiving JEA's notice of termination.

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

JEA will have no liability to the Company for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, resulting change in business condition, except as expressly stated within these Contract Documents.

1.6.8. TERMINATION FOR DEFAULT

JEA may give the Company written notice to discontinue all Work under the Contract in the event that:

- o The Company assigns or subcontracts the Work without prior written permission;
- o Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- o A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- o The Company makes an assignment for the benefit of creditors;
- o The Company suspends the operation of a substantial portion of its business;
- o The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the Work schedule, or the Company abandons the whole or any part of the Work;
- o The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents;

- o The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality;
- o The Company breaches any of the representations or warranties;
- o The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JEA; or
- o Any material change in the financial or business condition of the Company.

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

Once Company is declared to be in default, JEA will charge the expenses of completing the Work to the Company and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Company. If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Company shall pay the amount of such excess to JEA upon receipt of notice of the expenses from JEA. JEA shall not be required to obtain the lowest price for completing the Work under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. JEA will, however, make reasonable efforts to mitigate the excess costs of completing the Work.

The Contract Documents shall in no way limit JEA's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the Company shall immediately surrender all Work records to JEA. In such a case, JEA may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

JEA has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to the Company regarding its performance prior to default by Company for performance related issues.

JEA shall have no liability to the Company for termination costs arising out of the Contract, or any of the Company's subcontracts, as a result of termination for default.

1.6.9. WARRANTY (PROFESSIONAL SERVICES)

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

The Company represents and warrants that it will conduct the Work 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 Work complies 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 Contract shall be in accordance with the requirements of this Contract 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 Work will meet the functional and performance requirements defined in the Contract.

The Company warrants all Work for a period of one year following Acceptance of the Work. If any failure to meet the foregoing warranty appears within one year after Work is Accepted, the Company shall again perform the Work directly affected by such failure at the Company's sole expense.

1.6.10. JEA ACCESS BADGES

If the scope of work described in this Contract requires a Company to access JEA facilities, each Company employee shall apply for a JEA access badge through JEA's Security Department. An appointment to obtain a JEA access badge can be made by contacting JEA Security at securitybadge@jea.com. Finally, JEA does not allow Company employees to share JEA access badges. A Company whose employees are found to be sharing JEA access badges, will result in the Contract being terminated immediately for default. Additionally, JEA shall be notified within 6 hours of a lost or stolen JEA security badge or when an employee leaves the Company. Report badge termination notifications to JEA Security at (904) 665-8200.

1.6.11. INDEMNIFICATION (JEA STANDARD)

For ten dollars (\$10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the Company shall hold harmless and indemnify JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of a Contract entered into pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract.

1.6.12. INDEMNIFICATION-RELEASE OF JEA CUSTOMER OR JEA EMPLOYEE INFORMATION

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

1.7. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

Scope of Work

JEA is seeking a consulting firm (the "Company") to provide consulting services in support of JEA's strategic initiatives surrounding employee engagement and satisfaction. These services shall include:

- Review data from previous employee internal surveys and develop an updated workplace survey that will detect improvement or decline relative to previous results
- Conduct an effective employee survey with the goal of achieving a high employee participation rate
- Provide a comprehensive, but concise, executive summary report, as well as, all response data (scrubbed of employee identity) by mid-September (no later than September 23, 2016)
- Assist JEA management in seeking additional information and feedback for potential improvement actions through post-survey employee focus groups

Specific requirements should include:

Survey Design

- Develop project plan with JEA management.
- Review and analyze previous survey instruments and results
- Prepare and work with JEA staff to finalize survey questions and the expected measurement plan
- Receive JEA management phase approval of the survey instrument and plans prior to proceeding

Survey Procedures

- Provide fully hosted web portal and survey software
 - Allow JEA staff access to test and approve web portal and actual survey prior to launch
- Develop and provide survey controls, procedures and participant instructions
- Work with JEA staff to develop all employee communication scripts in advance
- Provide personal access codes delivered directly to each employee for ensuring confidentiality
- Receive JEA management phase approval prior to launch

Survey Administration (Target Survey Period to run from August 8th to August 21st 2016)

- Monitor survey throughout survey time frame
- Provide periodic status reports to JEA management
- Provide dedicated resources for responding to employee questions or issues
- Receive JEA management acceptance prior to survey closure
 - Note: JEA may request to extend the survey period one week if an acceptable participation rate is not achieved by 21-August (to 28-August).

Survey Analysis (Delivery of Finalized & Accepted Survey Executive Report no later than September 23, 2016)

- Analyze and tabulate survey results
- Provide all actual response data in a Microsoft compatible format (scrubbed of individual employee identity) to JEA staff
- Work with JEA staff to develop and then present executive summary to JEA management in regards to the survey results
- Receive JEA management acceptance of results and reports

Other services

- Conduct focus groups as directed by JEA management following the survey
 - Facilitate up to five employee focus groups
 - Collect deeper understanding of specific issues related to the most negative responses identified in the survey
 - Collect potential suggestions of how the most negative response issues can be improved
- Provide detailed feedback results and an additional executive summary to JEA management that includes suggested action plans based on focus group feedback and industry best practices.

**APPENDIX A – MINIMUM QUALIFICATIONS FORM
RFP 84228 EMPLOYEE ENGAGEMENT CONSULTING SERVICES**

GENERAL

THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED ON THIS FORM. IN ORDER TO BE CONSIDERED A QUALIFIED PROPOSER BY JEA YOU MUST MEET THE MINIMUM QUALIFICATIONS LISTED BELOW, AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SOLICITATION.

THE PROPOSER MUST COMPLETE THE PROPOSER INFORMATION SECTION BELOW AND PROVIDE ANY OTHER INFORMATION OR REFERENCE REQUESTED. THE PROPOSER MUST ALSO PROVIDE ANY ATTACHMENTS REQUESTED WITH THIS MINIMUM QUALIFICATIONS FORM.

PLEASE SUBMIT THE ORIGINAL VIA EMAIL TO ELAINE SELDERS AT SELDEL@JEA.COM AND ANY REQUESTED ADDITIONAL DOCUMENTATION WITH THE PROPOSAL SUBMISSION.

PROPOSER INFORMATION

COMPANY NAME: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: _____

MINIMUM QUALIFICATIONS:

MINIMUM QUALIFICATIONS FOR SUBMISSION

Proposer shall have the following Minimum Qualifications to be considered eligible to submit a Proposal in response to this Solicitation.

It is the responsibility of the Proposer to ensure and certify that it meets the Minimum Qualifications stated below. A Company not meeting all of the following criteria shall not have their Proposals considered for Award:

- Proposer must designate the Lead Consultant who will serve as the primary representative for JEA. The Proposer shall provide two (2) account references where the Lead Consultant being proposed for JEA's contract was also the lead consultant on the referenced work. References should cover work within the last five (5) years ending May 31, 2016. The account references provided should be similar to the scope of work required for this RFP.

- A similar account is defined as an employee engagement consulting services as described in the Technical Specifications stated herein.
- The account references must include the reference company name, contact person, phone number, email address and a summary of the scope of work provided, and the name of the Lead Consultant utilized by the Proposer to service the account. JEA will contact and verify the account references.

REFERENCE 1

Reference Company Name_____

Reference Contact Name_____

Reference Phone Number_____

Reference E-Mail Address_____

Address of Work _____

Description of Customer Relationship_____

REFERENCE 2

Reference Company Name_____

Reference Contact Name_____

Reference Phone Number_____

Reference E-Mail Address_____

Address of Work _____

Description of Customer Relationship_____
