

# Procurement Bid Office Customer Center 1st Floor, Room 002 21 W. Church Street Jacksonville, Florida 32202

May 9, 2019

ADDENDUM NUMBER: One (1)
TITLE: Credit Reporting and Monitoring 2019
JEA ITN NUMBER <u>: 96868</u>
RESPONSE DUE DATE: May 16, 2019
TIME OF RECEIPT: 12:00 PM
TIME OF OPENING: 12:00 PM

# THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES OR CLARIFICATIONS:

#### **Question:**

1. Can JEA please define "Red Flag item" as that term is used in Section 2.7.4?

#### **Answer:**

1. Regarding the identification of possible identity theft, three common examples would be mis-matched SSN and birth date, SSN assigned to a deceased person not identified as such, SSN assigned to a minor under the age of 18. Failure to accurately report back these items represents increased exposure to JEA. A red flag item would result in JEA's need to investigate, gather facts from the customer and mitigate risk.

#### **Question:**

2. Can JEA please clarify whether it anticipates contractors needing to apply for JEA access badges for its personnel, if the contractor determines that access to JEA's physical facilities is not required to complete the work?

## **Answer:**

2. Contractors should not have a need to come on-site for work. As a result, they would not need to apply for JEA access badges. Should it be determined that there is a need for contractors to come on-site, they would be welcomed, but assigned daily temporary badges and require escort by a JEA employee while on campus.

#### **Ouestion:**

3. Can JEA please clarify the extent of security training contemplated under Section 2.12.3 (i.e., number of hours and expected reoccurrence schedule)?

#### **Answer:**

3. The specific security training will be based upon the type of confidential information being accessed by the individual. On average, the security training takes approximately one hour and is an annual requirement.

#### **Question:**

4. Can JEA please explain why the contractor would be responsible for the cost of JEA-initiated background checks and JEA-mandated security training? Government customers ordinarily absorb the cost of these measures. Without JEA agreeing to pay, there appears to be no incentive for JEA to limit the extent of background checks and training to the extent reasonably necessary to protect confidential information.

#### Answer:

4. The contractor is responsible for all costs associated with any required background check or security training. The individuals required to provide a background check, or training, is based upon their access to JEA confidential information.

#### **Question:**

5. Section 2.13 states that the vendor performance evaluation scorecard is "available upon request." Please provide a copy of the scorecard for review.

#### **Clarification:**

5. A copy of the Vendor Performance Scorecard has been provided as part of Addendum 1.

# **Question:**

6. Contractor requires execution of its end user license agreement(s) (EULAs) prior to furnishing any products or services that are regulated by the Fair Credit Reporting Act (FCRA), Gramm-Leach Bliley Act (GLBA), Drivers Privacy Protection Act (DPPA) or similar laws. Please confirm whether Contractor should include copies of the necessary EULAs with its response.

## **Answer:**

6. Yes, include copies of the necessary End User License Agreements with the response.

# **Question:**

7. Please explain JEA's basis for reserving its rights to inspect/ audit contractor's expenses, financial records, and subcontract files given that a firm fixed price contract based upon submission of competitive price proposals is contemplated. If Contractor's price is considered fair and reasonable, based upon adequate price competition, Contractor's cost to perform the services should be of no consequence to JEA.

#### **Answer:**

7. The Company's correspondence, records, vouchers, and books of account, insofar as goods delivered, work done or money expended under this Contract are concerned, shall be open to JEA's inspection and audit during the Company's regular business hours during the course of this Contract and for a period of two (2) years after completion of the Contract. JEA shall give Company ten (10) days written notice prior to audit or inspection.

Acknowledge receipt of this addendum on the Response Form