

**Request for Proposal (RFP)**  
**For Participation in**  
**Water Treatment Program for Chilled Water Plants**  
**for**



**REQUEST FOR PROPOSAL NUMBER 98682**

**Optional Pre-Bid Meeting in Person**

**February 6, 2020, at 8:00 AM EST**

**Pre-Bid location: Downtown Plant, 521 W. Duval St, Jacksonville, FL 32202,**  
**followed by Hogan's Creek Plant, 777 E. Church St, Jacksonville, FL 32202,**  
**followed by Springfield Plant, 2103 Boulevard Street, Jacksonville, FL 32209 (by Shands Hospital)**

**Safety boots / shoes and safety glasses are required for the pre-bid meeting.**

**Proposals are due on March 2, 2020 by 12:00 PM EST**

**E-Mail proposals to David King at [kinggd@jea.com](mailto:kinggd@jea.com)**

**JEA Procurement Services**

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## Solicitation

### 1. INVITATION

#### 1.1. SCOPE OF WORK

The purpose of this three-year Water Treatment Program is for providing a chemically based water treatment program to keep the JEA Chilled Water Plants in full operation and at top efficiency at the following sites/locations:

- Hogan's Creek - 777 East Church Street, Jacksonville, FL
- Downtown - 521 West Duval Street, Jacksonville, FL
- Springfield - 2103 Boulevard Street, Jacksonville, FL (by Shands Hospital)

#### 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.

#### 1.3. INVITATION - REQUEST FOR PROPOSAL

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

**JEA Request for Proposal (RFP) Title:** Water Treatment Program for Chilled Water Plants

**JEA RFP Number:** 98682

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](http://jea.com).

**Proposal Due Date:** March 2, 2020

**Proposal Due Time:** 12:00 Noon

All bids shall be submitted on the appropriate Bid forms that are included in this RFP and are also available at [jea.com](http://jea.com). All bids submitted electronically shall reference the RFP Title in the subject line of the email.

Please submit the Bid Form and other related documentation to:

**Buyer Name:** David King

**Buyer Email:** [kinggd@jea.com](mailto:kinggd@jea.com)

The Proposer shall be solely responsible for delivery of its bid to the JEA Buyer.

#### 1.4. 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: David King

Email: [kinggd@jea.com](mailto:kinggd@jea.com)

For Technical Questions:

Contact: David Williams

Email: [willldr2@jea.com](mailto:willldr2@jea.com)

## **2. SPECIAL INSTRUCTIONS**

### **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 B of this RFP.

It is the responsibility of the Proposer to ensure and certify that it meets the Minimum Qualifications stated below. JEA reserves the right to request back up documentation or additional project references to confirm the Proposer meets the requirements stated herein. A Proposer not meeting all of the following criteria will have their Proposals rejected:

- The Proposer must have successfully self-performed two (2) similar projects in the last five (5) years as of the bid due date.
- A similar project is defined as a chilled water treatment program, which includes chemical treatment, testing, analysis and service of a chilled water plant with the capacity greater than 2,000 tons and contains a thermal storage tank greater than 1,000,000 gallons. Scope of work must include chilled and condenser water systems.

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

### **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 B of this Solicitation
- List of JSEB Certified Firms (if applicable)
- List of Subcontractors/Shop Fabricators (if applicable)
- 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 to Contract execution could result in Proposal rejection.

- 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](http://www.sunbiz.org))
- Non-Disclosure Agreement (if applicable)
- Any technical submittals as required by the Technical Specifications

### **2.3. SAFETY QUALIFICATION REQUIREMENTS (RFP)**

Proposer shall be approved as JEA Safety Qualified within ten (10) business days of receiving written notice JEA that it is the lowest responsive and responsible Proposer. If the Proposer fails to obtain JEA approval as a JEA Safety Qualified company by 4:00 PM Eastern Time on the 10th business day, JEA will reject the company's Bid, and proceed to Award to the next lowest responsive and responsible Proposer.

JEA Safety Qualification information is available online at [jea.com](http://jea.com). Please note that it may take up to five (5) business days for a company to be approved as JEA Safety Qualified. It is the Proposer's responsibility to ensure it is JEA Safety Qualified. A list of the JEA's Safety Qualified vendors can be found on [jea.com](http://jea.com). For additional information, contact Jerry Fulop at (904) 665-5810.

### **3. EVALUATION METHODOLOGY**

#### **3.1. BASIS OF AWARD - 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.

Proposals will be scored and ranked by a committee of 2 to 4 evaluators consisting of JEA's staff. Each evaluator will individually score the Proposals using the evaluation matrix attached to this Solicitation. Using these scores, each evaluator will rank the Proposals using "1" for the Proposal receiving the highest number of points from the matrix. Proposals with an equal number of points will receive the same numerical ranking. JEA will total the numerical rankings for each Proposal and consider the Proposal with the lowest total to be the most highly qualified Proposal. Any tie will be broken using the total of the matrix scores of all evaluators.

### **4. SELECTION CRITERIA**

#### **4.1. QUOTATION OF RATES**

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

Proposer shall provide bid rates as outlined in the Bid Form.

#### **4.2. STAFF EXPERIENCE**

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

Proposer shall provide the resumes of the Primary and Secondary Water Treatment Consultants/Representatives, Service/District Manager and Technical Support Engineer that will work directly with our facilities.

At a minimum, each resume shall present the following:

- employee's name, title, years of service with the company;
- applicable professional certifications, education, and work experience;
- identify any specialty or technical process expertise

Resumes shall be no more than two (2) pages in length, single sided, and on 8.5" by 11" sized paper. If more than two pages are submitted, only the information contained on the first two pages will be evaluated by JEA.

#### **4.3. WATER TREATMENT PROGRAM**

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

Proposer shall provide an explanation of how it will typically manage the Water Treatment Program. Proposer shall explain, for this specific Scope of Work, how it intends to meet the specified conditions in Appendix A.

Consideration shall be given for potential cost saving solution(s), technology used in the process and innovation of proposed solutions. Ensure that the submitted proposal includes any potential service options or alternative treatment solutions.

**Please use your own form for this section.**

#### **4.4. PROXIMITY TO JEA**

**Maximum score for this criterion is: 5 Points**

Proposer shall provide the office location of the Primary and Secondary Water Treatment Consultants/Representatives.

#### **4.5. TIE**

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

#### **4.6. NUMBER OF CONTRACTS TO BE AWARDED**

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

### **5. CONTRACT TERMS AND CONDITIONS**

#### **5.1. ADDENDA (REQUEST FOR PROPOSAL)**

JEA may issue Addenda prior to the Bid Due date to revise, in whole or in part, or clarify the intent or requirements of the RFP. The Proposer shall be responsible for ensuring it has received all Addenda prior to submitting its Bid and shall acknowledge receipt of all Addenda by indicating where requested on the Bid Form. JEA will post Addenda online at [jea.com](http://jea.com). Proposer will receive and email from the Buyer with any Addenda or Proposer may obtain Addenda from the JEA website.

All Addenda will become part of the RFP and any resulting Contract Documents. It is the responsibility of each Company to ensure it has received and incorporated all Addenda into its Bid. Failure to acknowledge receipt of Addenda may be grounds for rejection of a bid.

#### **5.2. 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 and Proposer 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 may have over another.

#### **5.3. CONTRACT EXECUTION AND START OF WORK**

Within thirty (30) days from the date of Award, JEA will present the successful Respondent with the Contract Documents. 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 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 Respondent, 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.

#### **5.4. SUNSHINE LAW**

##### **General.**

Article I, Section 24, Florida Constitution, guarantees every person access to all public records and Chapter 119, Florida Statutes, provide 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 BIDDER/PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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**

##### **Redacted Submissions.**

If a Bidder/Proposer believes that any portion of the documents, data or records submitted in response to this Solicitation are exempt from Florida's Public Records Law, Bidder/Proposer 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 Proposer's name, and shall be clearly titled "Redacted Copy." Bidder/Proposer should only redact those portions of records that Bidder/Proposer claims are specifically exempt from disclosure under Florida's Public Records Laws. If Bidder/Proposer 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 Bidder/Proposer that such an assertion has been made. It is Bidder's/Proposer'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 Bidder's/Proposer's redacted information under legal process, JEA shall give Bidder/Proposer prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law.) Bidder/Proposer 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, Bidder/Proposer 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 Bidder's/Proposer's determination that the redacted portions of its response to this Solicitation are not subject to disclosure.

## **5.5. 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 (3) years, or until the Contract's Maximum Indebtedness is reached, whichever occurs first. It is at JEA's sole option to renew the Contract.

It is at JEA's sole option to renew the Contract for an additional one year period.

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

## **5.6. PAYMENT METHOD - PROFESSIONAL SERVICES**

For individual tasks or services, the Company shall submit an Invoice to JEA upon successful completion and JEA Acceptance of the individual tasks or services.

For reoccurring tasks or services, the Company shall submit an Invoice to JEA once per month upon successful completion and JEA's Acceptance of the reoccurring task or services that occurred during that month. 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.

## **5.7. 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: \$4,000,000 each occurrence and annual aggregate. Company's Commercial General Liability, Excess or Umbrella Liability and Professional 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 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, their 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. Risk Management Services), 21 West Church Street, T12, 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. Company shall submit subcontractors' certificates of insurance to JEA prior to allowing Subcontractors to perform Work on JEA's job sites.

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.

#### **5.8. INVOICING AND PAYMENT TERMS**

The Company shall submit all Monthly Invoices or Applications for Payment in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to the following email address: ACCTPAYCUSTSRV@JEA.COM

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 will accept payment discounts for terms less than Net 30.

JEA may reject any Invoice or Application for Payment within 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.

#### **5.9. 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.

#### **5.10. TERMINATION FOR DEFAULT**

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

- The Company assigns or subcontracts the Work without prior written permission;
- Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- The Company makes an assignment for the benefit of creditors;
- The Company suspends the operation of a substantial portion of its business;
- 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;

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

#### **5.11. 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.

#### **5.12. BACKGROUND CHECKS AND OTHER INFORMATION SECURITY POLICIES**

The Company, at its expense, shall conduct appropriate background checks and screen each individual who will provide services to JEA as a part of the Work or who will have access to JEA's computer systems, either through on-site or remote access. The minimum background screening process shall include, but not be limited to, the following checks:

1. Social Security Number (SSN) Trace;
2. Criminal Records (County and State Criminal Felony and Misdemeanor, National Criminal Database, Federal Criminal);
3. Background checks undertaken by JEA for its own employees who have duties similar to the duties of the Company's employee(s); and
4. Background checks which may be required pursuant to applicable background screening policies adopted by JEA from time to time.

The background screening must be conducted prior to the employee providing any services or performing any work for JEA. JEA has the right to require more regular background checks and has the right to require that the Company provide background check results to JEA. JEA shall have the right to audit the Company's background check process to ensure compliance with JEA standards. If, at any time, the Company discovers that an individual providing services to JEA as a part of the Work has a criminal record that includes a felony or misdemeanor, the Company shall immediately inform JEA and JEA will assess the circumstances surrounding the conviction, time frame, nature, gravity and relevancy of the conviction to the job duties. JEA, in its sole discretion, shall determine whether the individual will be placed on, or terminated from, a JEA assignment. Additionally, all individuals providing services to JEA shall have the responsibility to self-disclose any misdemeanor or felony conviction that occurs while assigned to JEA within three business days of the conviction. If the Company learns of any such conviction, the Company shall notify JEA immediately. The Company shall comply with all applicable laws and regulations governing the conduct of background checks, including but not limited to the Fair Credit Reporting Act (FCRA). Failure of the Company to comply with the terms of this paragraph may result in immediate termination of its contract with JEA.

#### **5.13. JEA ACCESS BADGES**

If the scope of work described in this Contract requires a Company to access JEA facilities and/or properties, the JEA contract manager will determine whether or not each impacted Company employee shall apply for a JEA access badge. This determination will be made based upon the business need and in accordance with the applicable JEA Security policies and procedures. Based upon the type of work being performed, JEA may also require the Company to provide a criminal background check on the employee prior to the issuance of the JEA access badge. JEA Security will provide all applicable standards and requirements for the background check. All costs associated with the criminal background check are the responsibility of the Company. JEA does not allow Company employees to share JEA access badges. Company employees issued an access badge are required to adhere to all JEA Security badge usage policies and procedures. A Company whose employees are found to be violating these, or any other JEA Security policies, may result in the Contract being terminated immediately for default. In particular, JEA shall be notified within 24 hours of a lost or stolen JEA access badge or when an employee leaves the Company. The Company will bear any costs associated with issuance, and production, of any lost or stolen JEA access badge. The Company is required to report all badge loss, or termination, notifications to their respective JEA contract manager and JEA Security. JEA Security can be contacted at (904) 665-8200 or security@jea.com. Failure to report these items per the requirements may result in significant regulatory fines and penalties against JEA. The Company may be responsible for all costs associated with these charges and the company may receive a security violation which could result in the Contract being terminated for default. The language in the above paragraphs shall also apply to Company's Subcontractors, and shall be included in Company's contracts with its Subcontractors for Work or Services to be performed at JEA.

#### **5.14. 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.

#### **5.15. INDEMNIFICATION-RELEASE OF JEA CUSTOMER INFORMATION**

Company indemnifies, defends and holds JEA harmless from any and all claims associated with the unwarranted disclosure of any JEA customer 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.

#### **5.16. TRANSITION SERVICES**

At any time prior to the date the Contract expires or terminates for any reason (the "Termination Date"), JEA may request Company to provide reasonable transition assistance services ("Transition Assistance"). Company will provide such Transition Assistance until such time as JEA notifies the Company that JEA no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date.

Transition Assistance shall mean any services, functions or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service contractor (either JEA itself or a third party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by JEA, those third parties shall cooperate with Company in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Company.

Transition Assistance rendered before the Termination Date shall be provided at no additional cost to JEA. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Company charges to government entities for comparable services; provided however, that if JEA terminates the Contract because of a breach by Company, then (i) the Transition Assistance shall be provided at no cost to JEA, and (ii) JEA will be entitled to any other remedies available to it under law. Company may withhold Transition Assistance after the Termination Date if JEA does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Company in accordance with the invoicing and payment provisions of the Contract.

#### **6. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK**

Technical Specifications and a Detailed Scope of Work are located in Appendix A of this document.