

Welcome to the JEA Awards Meeting

You have been joined to the meeting with your **audio muted** by default.

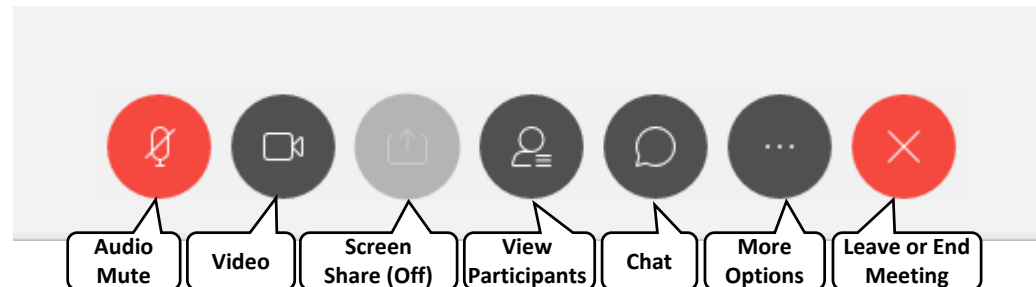
We will unmute your lines during the public comment time and provide opportunity for you to speak.

During the meeting, interested persons can also email **Halley Reiman** at **reimhj@jea.com** to submit public comments to be read during the meeting regarding any matter on the agenda for consideration.

Public comments by e-mail must be received no later than 9:00 a.m. to be read during the public comment portion of the meeting.

Please contact **Halley Reiman** by telephone at **(904) 665-8815** or by email at **reimhj@jea.com** if you experience any technical difficulties during the meeting.

Below is a summary of the meeting controls you will see at the bottom of your screen.



AWARDS COMMITTEE AGENDA

DATE: Thursday, September 30, 2021

TIME: 10:00 A.M.

PLACE: JEA, Customer Center, Bid Office, 1st Floor, 21 West Church Street, Jacksonville, FL 32202 OR
WebEx/Teleconference
WebEx Meeting Number (access code): 160 199 4252
WebEx Password: pxP6CqUSt63

Public Comments:

Awards:

1. Approval of the minutes from the last meeting (09/23/2021).
2. 116-18 - Request approval to award a one (1) year renewal to Unify Health Services for Industrial Performance Program services in the amount of \$129,600.00, for a new not-to-exceed amount of \$503,440.00, subject to the availability of lawfully appropriated funds.
3. Request approval to award a three (3) year contract to ABB, Inc., for Northside Generating Station Distributed Control System Maintenance in the amount of \$581,580.00, subject to the availability of lawfully appropriated funds.
4. Request approval to award and ratify an emergency contract to TB Landmark Construction, Inc. for the Jammes Rd Emergency HDD Sludge Pipeline Installation in the not-to-exceed amount of \$316,758.76, subject to the availability of lawfully appropriated funds.
5. Request approval to award a one (1) year renewal with a contract increase to PVS Technologies, Inc. to provide Ferric Chloride in the amount of \$983,708.49, for a new not-to-exceed amount of \$2,226,168.49, subject to the availability of lawfully appropriated funds.
6. Request approval to award a contract to Duval Ford for the combined purchase of thirty-one (31) vehicles within the vehicle class categories of 119, 122, 122+, 123, and 136 for JEA's FY 22 and some FY23 fleet capital requirements, for a total not-to-exceed amount of \$3,264,858.00, subject to the availability of lawfully appropriated funds.

Informational Items: N/A

Open Discussion: N/A

Public Notice: N/A

General Business: N/A

SPECIAL NOTES: Copies of the above items are available in JEA Procurement, if needed for review. If a person decides to appeal any decision made by the Awards Committee, with respect to any matter considered at this meeting, that person will need a record of the proceedings, and, for such purpose, needs to ensure that a verbatim record of the proceedings is made, which record includes the evidence and testimony upon which the appeal is to be based. If you have a disability that requires reasonable accommodations to participate in the above meeting, please call 665-8625 by 8:30 a.m. the day before the meeting and we will provide reasonable assistance for you.

09-30-2021 Awards Committee

<u>Award #</u>	<u>Type of Award</u>	<u>Business Unit</u>	<u>Estimated/Budgeted Amount</u>	<u>Amount</u>	<u>Awardee</u>	<u>Term</u>	<u>Summary</u>
1	Minutes	N/A	N/A	N/A	N/A	N/A	Approval of minutes from the 09/23/2021 meeting.
2	Renewal	Emanuel	\$150,000.00	\$129,600.00	Unify Health Services	Three (3) Years w/Two (2) – 1 Yr. Renewals	<p>Industrial Performance Program Services</p> <p>The purpose of this Award is to renew the Industrial Performance Program Services (IPP) contract for one (1) year. The goal of the JEA IPP Program is to provide an added value service to employees to support safety and wellness initiatives. The IPP services will be utilized to help prevent any type of future injuries, pre-existing exacerbation, provide employees a tool for safety enhancement in addition to providing occupational and at-home education. The IPP service enables JEA through specified protocols to work directly with employees and address as appropriate any employee concerns related to physical demands and/or wellness. The provided services will consist of accepted methods and techniques for prevention of repetitive motion injuries (RMIs) and strive to improve worker health.</p> <p>The original contract required twice weekly visits at Southside Service Center, Westside Service Center, Pearl Street Service Center and Northside Generating Station for a monthly rate of \$9,920.00. An administrative increase was approved on 02/19/2020 to add twice weekly visits at Ridenour Water Treatment Plant in the amount of \$16,720.00 or \$880.00 monthly for the remainder of the original contract term. The decision was made this past week to switch from the Ridenour site to Mandarin Wastewater Treatment Plant due to increased demand. The visits will continue at the new site in the amount of \$880.00 per month for the renewal term for a total monthly amount of \$10,800.00 to visit all five sites.</p> <p>Request approval to award a one (1) year renewal to Unify Health Services for Industrial Performance Program services in the amount of \$129,600.00, for a new not-to-exceed amount of \$503,440.00, subject to the availability of lawfully appropriated funds.</p>
3	Single Source	Erixton	\$582,650.00	581,580.00	ABB, Inc.	Three (3) Years w/No Renewals	<p>Northside Generating Station (NGS) Distributed Control Systems (DCS) Maintenance Agreement.</p> <p>Request a three (3) year Maintenance Agreement for Boiler & Turbine</p>

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							<p>Distributed Control Systems (DCS), which provide controls for boilers and turbines for Units 1-3, efficiency optimization and safety at Northside Generating Station. The agreement will cover technical product support, software and firmware maintenance updates as well as discounts on parts, training and onsite field service support. The DCS provides control capability for the power generating equipment including the turbines and boilers at NGS. The DCS provides monitoring of process variables such as temperatures and pressures to allow for positive control of equipment critical to the continued operation of the plant.</p> <p>The previous three-year maintenance contract was valued at \$582,650.00. This new agreement price is consistent with the previous agreement pricing. ABB has submitted a new three (3) year service proposal, which is attached as backup. Service levels are the same for this contract, and overall JEA is seeing a 3% increase on average from 2018.</p> <p>Request approval to award a three (3) year contract to ABB, Inc., for Northside Generating Station Distributed Control System Maintenance in the amount of \$581,580.00, subject to the availability of lawfully appropriated funds.</p>
4	Emergency	Vu	N/A	\$316,758.76	TB Landmark Construction, Inc.	Project Completion (September 13, 2021)	<p>Jammes Rd Emergency Horizontal Directional Drilling (HDD) Sludge Pipeline Installation</p> <p>The purpose of this award is to request approval for emergency procurement of services to facilitate a replacement Horizontal Directional Drill (HDD) of the 118th St. Wastewater Treatment Plant (WWTP) sludge pipeline on Jammes Rd near the intersection of 103rd St and to connect to the existing pipeline. A third-party contractor was drilling in fiber optic cable, perpendicular to the pipeline and damaged the pipe causing it to rupture, subsequently creating a sanitary sewer overflow. TB Landmark Construction, Inc. was selected due to their expertise in a deep HDD installation, their reasonable cost of services and their ability to mobilize quickly. JEA has been tracking all of the related expenses to this event in order to seek re-imbursement from the third-party contractor.</p>

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							<p>On March 11, 2021 a third-party contractor was installing a fiber optic cable along 103rd St. in Jacksonville. The contractor struck a JEA sludge pipeline approximately 22' deep below the roadway. The pipeline carries 200,000 gallons of sludge per day from the Southwest Wastewater Treatment Facility to Buckman WWTP for additional processing and treatment. Consequently, JEA shut down the pipeline and started hauling the sludge by truck to the Buckman WWTP until a new pipeline could be installed. JEA promptly contacted TB Landmark, who was the contractor that originally installed this force main by HDD. TB Landmark came to the site that same day and determined that the pipe was too deep to excavate and repair, instead requiring replacement by HDD. TB Landmark provided an estimate of \$350,000.00 for the replacement work. Given their history with JEA, their ability to mobilize quickly, and the reasonable estimate, JEA determined to engage TB Landmark to perform this emergency work.</p> <p>JEA had been waiting for the final invoice for the as-built drawings by TB Landmark prior to bringing to Awards. The invoice was received on 09/13/2021. The emergency form and invoices are attached as backup. JEA Risk Management has filed a claim with the insurance company of the fiber contractor to recoup expenses due to the pipe break by the fiber contractor.</p> <p>Request approval to award and ratify an emergency contract to TB Landmark Construction, Inc. for the Jammes Rd Emergency HDD Sludge Pipeline Installation in the not-to-exceed amount of \$316,758.76, subject to the availability of lawfully appropriated funds.</p>
5	Renewal /Contract Increase	Vu	\$983,708.49	\$983,708.49	PVS Technologies, Inc.	Two (2) Years w/Two (2) – One (1) Yr. Renewals	<p>Bulk Ferric Chloride Supply</p> <p>JEA requires the services of a Supplier to provide Ferric Chloride (FeCl3) and/or Ferric Sulfate (Fe2(SO4)3) which is used for struvite control in our wastewater treatment process. The product will be delivered by the supplier in a bulk shipment via tanker to JEA Buckman Residuals Management Facility.</p> <p>Originally approved by Awards Committee on 10/31/2019 in the amount of \$1,242,460.00 to PVS Technologies, Inc. to provide Ferric</p>

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							<p>Chloride (FeCl₃). A copy of the original award is attached as backup. JEA needs to add funds to the contract for Ferric Chloride in order to address increased usage of this wastewater treatment chemical. The increase usage is due to an increase in influent phosphorus, leading to the formation of struvite. Additionally, JEA will be renewing the contract for a one-year term. The renewal will include a price increase of approx. 3.76% due to increased raw material and transportation costs. PVS held the price fixed for the two-year term of the contract. When compared to the most recent Consumer Price Index (CPI) of 4.2% the increase is deemed reasonable. The contract increase is calculated as follows:</p> <p>Original usage rate: 1,150 gals/day New usage rate: 1,700 gals/day Original price: \$1.48/gal (\$665/dry ton) New price: \$1.54/gal (\$690/dry ton)</p> <p>Spend until end of current contract term (10/1/2021 through 10/31/2021, 1 months): \$77,996.00 (1,700 gals/day x 31 days x \$1.48/gal)</p> <p>Spend for additional year (11/1/2021 through 10/31/2022): \$952,864.06 (1,700 gals/day x 365 days x \$1.48/gal x 690/665)</p> <p>Total increase requested: \$77,996.00 (remaining contract term: 10/1/2021 through 10/31/2021) -\$47,151.57 (remaining funds in current contract) \$952,864.06 (new one-year renewal term: 11/1/2021 through 10/31/2022) \$983,708.49</p> <p>Request approval to award a contract increase to PVS Technologies, Inc. to provide Ferric Chloride in the amount of \$983,708.49, for a new not-to-exceed amount of \$2,226,168.49, subject to the availability of lawfully appropriated funds.</p>
6	<p>Invitation to Negotiate (ITN)</p> <p>1 respondent</p>	McElroy	\$3,144,500.00	\$3,264,858.00	Duval Ford	Project Completion	<p>Light & Medium Duty Fleet Capital Purchase</p> <p>The purpose of this Invitation to Negotiate (the "ITN") is to solicit pricing for the purchase of eighty (80) vehicles within the vehicle class categories of 112, 115, 116, 117, 119, 122, 123, 130 and 136 for JEA's FY22 and some FY23 fleet capital requirements for replacement for the Energy and Water departments and expansion for the Water department.</p>

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						<p>During the solicitation process, it was determined to be in the best interests for JEA to proceed with an award of only the following subset of assets:</p> <ul style="list-style-type: none">• Energy Replacement – 4 Units (Index # 211-E)• Water Replacement – 23 Units (Index # 211-W)• Water Expansion – 4 Units (Index # 211-02W) <p>Advertised on 08/25/2021. Ten (10) companies attended the mandatory pre-response meeting on 8/31/2021. At Response opening on 9/21/2021, JEA received one (1) Response. It should be noted that during the bidding process, JEA reduced the cap on the Liquidated Damages (LD) from ten percent (10%) to five percent (5%) of the total contract value, and modified the structure of the Liquidated Damages to measure the portion of the work in which the respondent is solely responsible for such as placing order timely, upfittings, decals, etc.. The LD clock will start after receipt of the truck on the supplier lot, and the supplier will have ninety (90) days to deliver the truck to New Kings Road per the technical specification. The idea behind this was to take out the uncertainty in the market, and only hold the vendor responsible for what they can control. This was done via addendum prior to bid opening after discussions with the supply base. JEA still only received one bid.</p> <p>The basis of award is to the contract to the lowest cost Respondent for each light and medium duty vehicle groupings included in this solicitation, and companies were encouraged to bid multiple groupings for efficiency purposes. Eight (8) original groupings were included in the solicitation, but only three (3) of the eight (8) groupings were bid on by Duval Ford.</p> <p>It should be noted for groupings one (1) & two (2) there were no bids received and JEA is exploring an alternative sourcing option through Florida Sheriff's Association (FSA), as they are smaller groupings at the informal thresholds and believe it is in the best interest of JEA to utilize FSA pricing to timely source the items. Grouping three (3) & five (5) there were no bids received and JEA is exploring an alternative sourcing strategy to meet supplier feedback on how they would need a bid structured</p>
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						<p>to participate given current market complexities. The changes are listed below.</p> <ul style="list-style-type: none">• We are changing the sourcing method from ITN to IFB for a more simplistic bid and faster turnaround time.• We reduced the LDs from \$100/day to \$35/day.• We reduced the LD cap from 10% to 5%, as modified in this solicitation.• We eliminated hard dates for delivery as modified in this solicitation; however, we further extended the amount of time the dealer has to work on the trucks after delivery to their lot from 90 days to 120 days.• We revised language on LED lighting and tow hooks as optional to upfitting. <p>Lastly, grouping six (6) there were no bids received due to Chevrolet closing their order window for FY22 earlier than prior years on their half ton and one ton trucks. For this grouping, JEA will convert the ask to Ford F-series since Chevrolet is no longer taking FY22 orders, and will also use the alternative sourcing strategy as mentioned above. These new solicitations will hit the street no later than mid-October to see if we can increase competition on items not bid in this solicitation. If we still can't get competition after these changes, we will use the FSA contract pricing to wrap up the FY22 orders.</p> <p>When comparing JEA's past pricing to the proposed winning supplier for each respective grouping, on average JEA's new pricing will be seventeen percent (17%) higher, largely based on inflation and current market conditions. This percentage was determined by taking the last price paid and comparing those prices to the quoted unit prices of this solicitation from FY20 through FY21 purchases. There were some units where no past pricing information was available for comparison purposes, as the specific assets have never been purchased prior to this solicitation, those were not</p>
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							<p>included in the calculations when determining the increase. JEA will see a cost increase of \$222,465.00 across comparable light and medium duty vehicles. Feedback during the solicitation indicated that previous incentives for government purchases have been suspended by most OEMs to combat rising costs in the supply chain and that while incentives will most likely return in the future, this timeline is not certain and vehicle costs will continue to rise.</p> <p>We believe it is in the best interest of JEA to move forward with award to groupings four (4), seven (7), & eight (8) as proposed despite low competition, as we believe pricing is reasonable with current market conditions. It should be noted that Duval Ford was the largest awardee on the FY21 solicitation performed in 2020. Duval Ford has also been a historically well performing vendor for both quality of work and timeliness of capital purchases, and also historically very competitive in past solicitations as well.</p> <p>Request approval to award a contract to Duval Ford for the combined purchase of thirty-one (31) vehicles within the vehicle class categories of 119, 122, 122+, 123, and 136 for JEA’s FY 22 and some FY23 fleet capital requirements, for a total not-to-exceed amount of \$3,264,858.00, subject to the availability of lawfully appropriated funds.</p>
Total Award				\$5,276,505.25			

JEA AWARDS COMMITTEE

SEPTEMBER 23, 2021 MEETING MINUTES

The JEA procurement Awards Committee met on September 23, 2021, in person with a WebEx option

WebEx Meeting Number (access code): 160 199 4252

WebEx Password: pxP6CqUSt63

Members in attendance were Jenny McCollum as Chief Procurement Officer, Stephen Datz as Chairperson (on site), Hai Vu as Vice Chairperson (on site), Laure Whitmer as Budget Representative, David Migut as Office of General Counsel Representative; with Jordan Pope as delegate for Laura Dutton, Joe Orfano (on site), and Todd Skinner as delegate for Ricky Erixton. Unless otherwise indicated, all attendees were via WebEx.

Chair Datz called the meeting to order at 10:01 a.m., introduced the Awards Committee Members, and confirmed that there was an in person quorum of the Committee membership present.

Public Comments:

Chair Datz recognized the public comment speaking period and opened the meeting floor to public comments. No public comments were provided by email, phone or videoconference.

Awards:

1. Approval of the minutes from the last meeting (09/16/2021). Chair Datz verbally presented the Committee Members the proposed September 16, 2021 minutes contained in the committee packet.

MOTION: Hai Vu made a motion to approve the September 16, 2021 minutes (Award Item 1). The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 2-4:

2. Request approval to award a change order to MPW Industrial Services Inc, for industrial cleaning services for in the amount of \$358,000.00 for a new combined not-to-exceed amount for MPW and Thompson Industrial of \$10,368,980.72, subject to the availability of lawfully appropriated funds.

MOTION: Jordan Pope made a motion to approve Award Item 2 as presented in the committee packet. The motion was seconded by Todd Skinner and approved unanimously by the Awards Committee (5-0).

3. Request approval to award payment to Florida Department of Transportation for FDOT SR 115 - Soutel Drive to Nassau County Line project in the amount of \$1,062,141.00, subject to the availability of lawfully appropriated funds.

MOTION: Joe Orfano made a motion to approve Award Item 3 as presented in the committee packet. The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

4. Request approval to award a contract Amendment to Oracle America Inc. in the amount of \$932,646.00, for a new not-to-exceed amount of \$12,245,415.56, subject to the availability of lawfully appropriated funds.

MOTION: Hai Vu made a motion to approve Award Item 4 as presented in the committee packet. The motion was seconded by Jordan Pope and approved unanimously by the Awards Committee (5-0).

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications:

No ratifications were presented to the Awards Committee.

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair Datz adjourned the meeting at 10:26 a.m.

NOTE: These minutes provide a brief summary only of the Awards Committee meeting. For additional detail regarding the content of these minutes or discussions during the meeting, please review the meeting recording. The recording of this meeting as well as other relevant documents can be found at the link below:
https://www.jea.com/About/Procurement/Awards_Meeting_Agendas_and_Minutes/



Formal Bid and Award System

Award #2 September 30, 2021

Type of Award Request: RENEWAL
Requestor Name: Thomas, Paul M. - Mgr Safety & Health Services
Requestor Phone: 904-665-5201
Project Title: Industrial Performance Program Services
Project Number: HEA0203
Project Location: JEA
Funds: O&M
Budget Estimate: \$150,000.00

Scope of Work:

The purpose of this Award is to renew the Industrial Performance Program Services (IPP) contract for one (1) year. The goal of the JEA IPP Program is to provide an added value service to employees to support safety and wellness initiatives. The IPP services will be utilized to help prevent any type of future injuries, pre-existing exacerbation, provide employees a tool for safety enhancement in addition to providing occupational and at-home education. The IPP service enables JEA through specified protocols to work directly with employees and address as appropriate any employee concerns related to physical demands and/or wellness. The provided services will consist of accepted methods and techniques for prevention of repetitive motion injuries (RMIs) and strive to improve worker health.

JEA IFB/RFP/State/City/GSA#: 116-18
Purchasing Agent: Selders, Elaine L.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
UNIFY HEALTH SERVICES	Kelly Ingram-Mitchell	kelly@unifyhs.com	450-106 State Rd 13 Ste. 147 Jacksonville FL 32259	(904) 635-4638	\$129,600.00

Original Award Amount: \$357,120.00
Date of Original Award: 09/20/2018
Change Order Amount: \$129,600.00
Amount for remainder of this FY: \$0.00

List of Previous Change Order/Amendments:

CPA #	Amount	Date
177014	\$16,720.00	02/19/2020

New Not to Exceed Amount: \$503,440.00
Length of Contract/PO Term: Three (3) Years w/Two (2) – 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 10/15/2018

End Date (mm/dd/yyyy): 10/14/2022
Renewal Options: One (1) – 1 Yr. Renewal
JSEB Requirement: N/A - Optional

Background/Recommendations:

Competitively bid and approved by the Awards Committee on 09/20/2018 for a three (3) year term ending 10/14/2021, in the amount of \$357,120.00. The original award is attached as back-up.

The original contract required twice weekly visits at Southside Service Center, Westside Service Center, Pearl Street Service Center and Northside Generating Station for a monthly rate of \$9,920.00. An administrative increase was approved on 02/19/2020 to add twice weekly visits at Ridenour Water Treatment Plant in the amount of \$16,720.00 or \$880.00 monthly for the remainder of the original contract term. The decision was made this past week to switch from the Ridenour site to Mandarin Wastewater Treatment Plant due to increased demand. The visits will continue at the new site in the amount of \$880.00 per month for the renewal term for a total monthly amount of \$10,800.00 to visit all five sites.

This request is to award a one (1) year renewal for IPP services in the amount of \$129,600.00 with a new term end date of 10/14/2022.

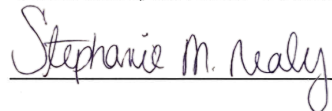
116-18 Request approval to award a one (1) year renewal to Unify Health Services for Industrial Performance Program services in the amount of \$129,600.00, for a new not-to-exceed amount of \$503,440.00, subject to the availability of lawfully appropriated funds.

Manager: Thomas, Paul M. - Mgr Safety & Health Services
Director: Long, Anthony B. - Dir Safety & Health Services
VP: Emanuel, L. David - Chief Human Resources Officer

APPROVALS:

 9/30/21

Chairman, Awards Committee **Date**

 09/30/2021

Budget Representative **Date**



Formal Bid and Award System

CPA 177014

Award #3 September 20, 2018

Type of Award Request: INVITATION TO NEGOTIATE (ITN)
Request #: 6282
Requestor Name: Thomas, Paul.
Requestor Phone: (904) 665-6133
Project Title: Industrial Performance Program Services
Project Number: HEA0203
Project Location: JEA
Funds: O&M
Budget Estimate: \$375,000.00

Scope of Work:

The purpose of this solicitation is to evaluate and select a Proposer that can provide Industrial Performance Program Services (IPP) at the best value to JEA (the "Work" or "Services"). "Best Value" means the highest overall value to JEA with regards to pricing, quality, design, and performance.

The goal of the JEA IPP Program is to provide an added value service to employees to support safety and wellness initiatives. The IPP services will be utilized to help prevent any type of future injuries, pre-existing exacerbation, provide employees a tool for safety enhancement in addition to providing occupational and at-home education. The IPP service enables JEA through specified protocols to work directly with employees and address as appropriate any employee concerns related to physical demands and/or wellness. The provided services will consist of accepted methods and techniques for prevention of repetitive motion injuries (RMIs) and strive to improve worker health.

JEA IFB/RFP/State/City/GSA#: 116-18
Purchasing Agent: Selders, Elaine
Is this a ratification?: NO

RECOMMENDED AWARDEE:

Name	Contact Name	Email	Address	Phone	Amount
UNIFY HEALTH SERVICES	Kelly Ingram-Mitchell	kelly@unifyhs.com	450-106 State Rd 13 Ste. 147 Jacksonville FL 32259	(904) 635-4638	\$357,120.00

Amount for entire term of Contract/PO: \$357,120.00
Award Amount for remainder of this FY: \$0.00
Length of Contract/PO Term: Three (3) Years w/Two (2) – 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 10/15/2018
End Date (mm/dd/yyyy): 10/14/2021
Renewal Options: Yes - Two (2) – 1 Yr. Renewals
JSEB Requirement: N/A - Optional

BIDDERS:

Name	Amount	BAFO	BAFO Score	Rank
UNIFY HEALTH SERVICES	\$357,120.00	\$357,120.00	96.8	1
ONSITE PHYSIO	\$372,000.00	\$372,000.00	82.6	2
ATI WORKSITE SOLUTIONS	\$303,800.00	N/A		

Background/Recommendations:


Advertised 07/24/2018. Three (3) companies attended the pre-response meeting on 08/02/2018. At Response opening on 08/14/2018, JEA received three (3) Responses. Unify Health Systems and Onsite Physio were invited to submit Best and Final Offers (BAFO), resulting in Unify Health Systems as the Responsive and Responsible Respondent with the highest evaluated score. Responders were evaluated on rates, professional experience and location, past performance and the design approach. The Response Workbook is attached as backup. The low bidder was not shortlisted for this solicitation due to the evaluation scoring results. The location for ATI Worksite Solutions is in Indiana and local bidders received higher points on the evaluation which the business felt was important for this type of service.

The Industrial Performance Program began as an informal pilot program and due to its success, the decision was made to bid it out formally. The program benefits include increased employee and management engagement in this preventative strategy for sprain/strain injuries with actual reduction in sprain and strain incidents, and new employee interest in exercise and dietary information that fosters better overall health. The services are performed by certified athletic trainers and include ergonomic assessments, physical demand analyses, exercise and stretch components, postural and mechanical training, and soft tissue management. These services are for employees at Northside Generating Station, Westside Service Center, Southside Service Center and Pearl Street Service Center two days per week. The number of service hours per week has increased under the new contract, but the overall hourly rate decreased from \$65 to \$50.70, for a savings of \$14.30 per hour. The total estimated savings is \$26,638.56 for the three (3) year term. The award comes in under budget but there are optional services that may be utilized, so the business made the decision to not reduce the budget at this time.

116-18 - Request approval to award a three (3) year contract to Unify Health Systems for Industrial Performance Program services in the amount of \$357,120.00, subject to the availability of lawfully approved funds.

Manager: Pleasants, Lisa L. - Procurement Category Manager
VP: Hiers, Angelia R. - VP & Chief Human Resources Officer

APPROVALS:

 9/20/18
Date

 9/20/18
Date
Manager, Capital Budget Planning

APPENDIX B - RESPONSE WORKBOOK
116-18 INDUSTRIAL PERFORMANCE PROGRAM SERVICES
 (Enter Pricing in Unit Price Yellow Cells only)

Company Name:		Unify Health Services		
Section 1 - IPP services per site as described in Appendix A - Technical Specifications				
Item No.	Description	Monthly Price	1 Year Estimated Quantity	Extended Price
1	IPP Services - Minimum of 5 hours two (2) days per week at Southside Service Center	\$ 2,200.00	12	\$ 26,400.00
2	IPP Services - Minimum of 5 hours two (2) days per week at Westside Service Center	\$ 2,200.00	12	\$ 26,400.00
3	IPP Services - Minimum of 3.5 hours two (2) days per week at Pearl Street Service Center	\$ 1,540.00	12	\$ 18,480.00
4	IPP Services - Minimum of 4.5 hours two (2) days per weeks at Northside Generating Station	\$ 1,980.00	12	\$ 23,760.00

Section 2 - Additional services and materials as described in Appendix A - Technical Specifications				
Item No.	Description	Unit Price	Estimated Quantity	Extended Price
1	Implementation/Set-up Fees (one time per three (3) year contract): Note: No additional fees for set-up or implementation	0.00	1	0.00
2	Monthly Management Fee	\$ 2,000.00	12	\$ 24,000.00

Bid Total - Transfer three (3) year total to Appendix B - Response Form		Annual Response Price (1 Year)	\$ 119,040.00
Total Response Price for three (3) Years - Transfer this total to Appendix B - Response Form			\$ 357,120.00

Section 3 - OPTIONAL PRICING - NOT INCLUDED IN TOTAL BID PRICE			
Item No.	Description	Unit Price	
1	Physical Therapy Assessment or Initial Evaluation	\$	95.00
2	Physical Therapy Visits	\$	50.00
3	Ergonomic Assessments- Note: This is included free of charge if performed during the ATC assigned hours	\$	100.00
4	Additional ATC hours on weekends or during a storm event- Note : Fee may be waived if IPP volume low this can be utilized as an IPP assigned cost with no additional charge	\$	60.00
5	Additional charge if any for Implementation/Set-up for an additional site		0.00



Formal Bid and Award System

Award #3 September 30, 2021

Type of Award Request: SINGLE SOURCE
Requestor Name: Biruk, David D. - Mgr Energy Production Reliability Engineering
Requestor Phone: (904) 665-6332
Project Title: Northside Generating Station (NGS) Distributed Control Systems (DCS) Maintenance Agreement
Project Number: 30300, line 601
Project Location: JEA
Funds: O&M
Budget Estimate: \$582,650.00

Scope of Work:

Request a three (3) year Maintenance Agreement for Boiler & Turbine Distributed Control Systems (DCS), which provide controls for boilers and turbines for Units 1-3, efficiency optimization and safety at Northside Generating Station. The agreement will cover technical product support, software and firmware maintenance updates as well as discounts on parts, training and onsite field service support. The DCS provides control capability for the power generating equipment including the turbines and boilers at NGS. The DCS provides monitoring of process variables such as temperatures and pressures to allow for positive control of equipment critical to the continued operation of the plant.

Purchasing Agent: Lovgren, Rodney Dennis
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
ABB INC.	Donna Yokosh	donna.yokosh@us.abb.com	1425 Discovery Parkway Wauwatosa, WI 53226	(262) 395-1936	\$581,580.00

Amount for entire term of Contract/PO: \$581,580.00
Award Amount for remainder of this FY: \$0.00
Length of Contract/PO Term: Three (3) Years
Begin Date (mm/dd/yyyy): 11/01/2021
End Date (mm/dd/yyyy): 10/31/2024
Renewal Options: No Renewals
JSEB Requirement: N/A - Optional

BIDDER:

Name	Amount
ABB INC.	\$581,580.00

Background/Recommendations:

Northside Generating Station has ABB equipment & maintenance of software for boiler and turbine DCS. The DCS requires routine maintenance and upgrades to keep hardware and software platforms updated and operating properly. The ABB control systems are proprietary platforms that can only be serviced by ABB, Inc.

Pursuant to 3-112 Single Source of the JEA Procurement Code section (b) the Supplies or Services must be a certain type, brand, make or manufacturer due to the criticality of the item or compatibility within a JEA utility system, and such Supplies or Services may not be obtained from multiple sources such as distributors, making ABB Inc. the Single Source for this product. The Single Source documentation is attached.

ABB's agreement plan includes specific services levels and discounts of list rates:

- Technical product support 24 hours a day, 365 days a year.
- Software maintenance support including software/firmware updates and cyber security patches
- Harmony Rack hardware discount (product line JEA has installed) went from 10% discount on the previous contract, to 30% on this agreement.
- Symphony DIN hardware remains the same at 10% discount.
- Software remains at 10% discount off list price.
- Field service discount increased from 10% on the previous contract, to 15% on this agreement.
- A hardware audit is also included in this proposal.

The previous three-year maintenance contract was valued at \$582,650.00. This new agreement price is consistent with the previous agreement pricing. ABB has submitted a new three (3) year service proposal, which is attached as backup. Service levels are the same for this contract, and overall JEA is seeing a 3% increase on average from 2018.

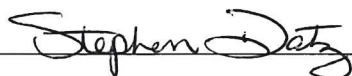
Request approval to award a three (3) year contract to ABB, Inc., for Northside Generating Station Distributed Control System Maintenance in the amount of \$581,580.00, subject to the availability of lawfully appropriated funds.

Director: Limbaugh, Margaret Z. - Manager, Project Management

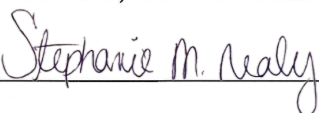
Sr. Director: Kipp, James R. - Sr Dir Generation

VP: Erixton, Ricky – VP Electric Services

APPROVALS:

 9/30/21

Chairman, Awards Committee **Date**

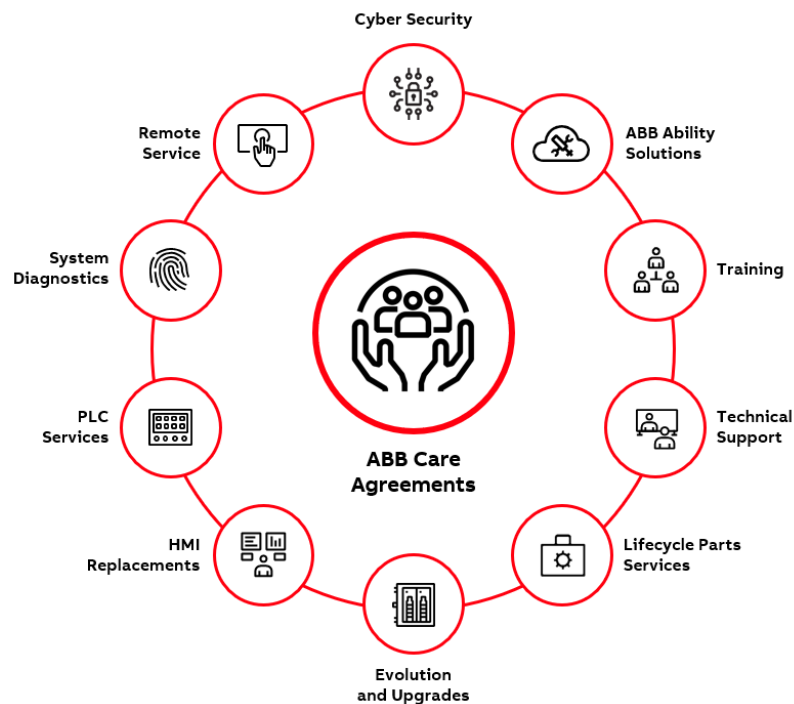
 09/30/2021

Budget Representative **Date**

Let's write the future
Together



Industry Care Select



Jacksonville Electric Authority
Northside Generating Station
4377 Heckscher Drive
Jacksonville, FL 32226

Proposal Date: July 30, 2021
Proposal Number: ETS-210726-1 Rev 00
Service Account Manager: Thomas Cross

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1 Introduction

Industry Care is a best-in-class service offering designed to increase your plants uptime, extend your plant's life, increase your operational efficacy, and ultimately, provide the means to support all service needs today and the expertise to plan for tomorrow's dynamic changes. With unparalleled knowledge resulting from solutions installed at thousands of facilities around the world, ABB is uniquely qualified to help manage all aspects of your plant, from your primary electrical equipment to your control system and all connected devices.

Industry Care drives value for your plant by providing **rapid response** to issues and questions, including services and technologies that **extend the lifecycle** and **improve the reliability** of your control system, and **improve the operating performance** of your process. The Care contract value can be further enhanced by leveraging the full breadth and depth of ABB capabilities including electrification services, drives services, and ABB Ability™ digital technologies.

It's all about improving *your* business outcomes. From ABB's portfolio of technology and services from field service, tuning services, and spare parts to consulting, optimization, ABB Ability™ digital portfolio, and turnkey services; we support every stage of the plants life cycle and ensure maximum results from your full fleet of assets.

2 Scope of Work

2.1 Contract Management Team

Contract management is adjusted to reflect the Scope of Work and also tailored to meet Customer requirements. The ABB contract management team is led by the Regional Operations Manager and includes the Service Coordinator, Business Administrator, Sales Account Manager, with escalation to a Regional Director.

The Contract Team will be responsible for the quality monitoring, reporting and follow up of continuous improvement of Scope of Work. The Contract Team is responsible for execution of the following functions:

- Overall responsible for Scope of Work and single point of contact for Customer's Contract Holder
- Operations of a resource team to meet requirements from Customer and Scope of Work
- Review of available lifecycle information for registered installed base
- Provide information about recommended spare parts

2.2 Rapid Response Services

2.2.1 Telephone Support

JEA will have access to an **unlimited number** of technical support cases with a **1 hour** response commitment during normal business hours throughout the duration of this contract. Escalation of support cases is made through the ABB Contact Center. Response time is defined as the time from the request has been received and acknowledged by a specialist.

Technical support is available 24/365 with afterhours support limited to cases where the system is down, in danger of going down, or when system performance is significantly off from expected. This support function may be utilized by any employee of the customer using the ABB Systems (excluding contractors, subcontractors, integrators, or any party other than an employee of the purchaser).

ABB Contact Center contact details are:

Email: AutomationSupportLine@us.abb.com

Telephone number: 1-800-HELP-365 (1-800-435-7365)

JEA Request will include the following information to the ABB Contact Center:

- Customer name
- Name of inquirer
- Name of site
- Type of equipment
- Description of inquiry
- Priority of the inquiry

- Contact details of the inquirer

2.2.2 Online Support

Online support is available through the Premium version of MyABB / My Control System portal. Through My Control System, you can:

- Check my system licenses / Automation Sentinel status
- See system details pages and system reports
- Have access to subscriptions and software licenses of the installed control system(s)
- Access cyber security related information, recommendations and downloads
- Determine contact information of designated ABB Service organization
- Find My safety reports / My product alerts
- Research available training
- Access security updates and patches, service packs, new control system software versions
- See validation results and downloadable qualified third party security updates form Microsoft / McAfee ePO policies/Symantec definition files
- Find user manuals, data sheets, product updates
- Check the overall status of the process control system health, performance and validated software updates

Online support may be utilized by any employee of the customer using the ABB Systems (excluding contractors, subcontractors, integrators, or any party other than an employee of the purchaser). For each system under contract, JEA will have up to fifteen (15) users, plus one (1) control system administrator. **JEA is responsible for completing and returning the form in Appendix B for user access.**

2.3 Lifecycle Management Services

2.3.1 Sites and Systems Supported

The following table(s) outlines the sites and systems covered under this Contract with their corresponding software maintenance level. Please refer to Appendix F for further details of licenses.

System Name	System ID	Software Level	# of Users	System Functionality
Jacksonville Electric Authority				
Unit 1	SID2956	Maintain	19	S+ Operations, v3.2
Unit 2	SID4681	Maintain	18	S+ Operations, v3.2
Unit 3	SID4682	Maintain	17	S+ Operations, v3.2
Test Bed	SID18328	Evolve	3	S+ Operations, Primary, v1.1
Simulator	SID41046	Evolve	8	S+ Operations, Primary, v2.1

2.3.2 Software Maintenance

As part of this contract, JEA will have access to the **Maintain/Evolve** level of software maintenance. Please refer to the subsequent section for details on what systems and components are covered.

Maintain level provides access to software or firmware error corrections, performance improvements, and 3rd party compatibility updates for the current (i.e latest released) software version installed. ABB will not provide error corrections, performance improvements, and 3rd party compatibility updates for software in the “Limited” or “Obsolete” lifecycle status. Implementation of new software releases are not included.

Evolve level provides access to software or firmware error corrections, performance improvements, and 3rd party compatibility updates for the current software version installed, as well as the availability to evolve the currently installed software products from one console platform to any other active ABB console platform.

Delivery of software updates will be through the myABB / My Control System portal, or on physical media in certain situations. Flashable firmware updates will be available through this portal as well. Firmware updates delivered on physical media may be purchased for an additional fee.

The software maintenance updates provided by ABB will automatically be subject to the applicable end-user software license agreement. Software corrections for individual issues are not available prior to the release of a periodic software maintenance update. Purchaser may request the correction of a specific issue and ABB will attempt to make available, at its option, a temporary correction if ABB determines the issue to be business critical, and both technically and economically feasible.

2.3.3 Cyber Security Patch Delivery

Every month throughout the duration of this contract, ABB will provide a CD of all Microsoft validated patches for ABB control system software and associated ABB validation test status documentation. This document lists Microsoft security bulletins including relevant KB article numbers, criticality, affected Microsoft products, and ABB’s validation status.

Patch validation applies only for ABB software at “Active” or “Classic” status at the latest available service pack. The validation testing of Microsoft security updates is done along with McAfee VirusScan® Enterprise. Documentation about the latest patch level, scan engine, and virus definition file versions validated are published together with the Microsoft security update test results. The information and software provided is for use on ABB systems covered by this Contract. **JEA is responsible for completing and returning the form in Appendix C for delivery contact and address of this disc.**

Note: As of January 14, 2020 security patches will not be available from Microsoft for Windows 7 and Server 2008.

2.3.4 Control System Benchmark

As part of the Care contract, ABB will conduct a Control System Benchmark during the term of the contract. The Control System Benchmark will provides to the customer an accurate depiction of the installed control system equipment, along with lifecycle status and criticality matrix, warranty information (if available) and which equipment is covered by the agreement within a report on the myABB customer portal.

The Control System Benchmark is conducted by running a Service Products Data Collector (SPDC) automated tool that can be downloaded from myControlSystem or provided to customer by USB storage media. The SPDC tool validates key parameters including:

- Lifecycle status of hardware and software
- ABB software versions are all loaded correctly and are on appropriate nodes
- Appropriate versions of Microsoft software, including patches are on every node
- Most up-to-date antivirus (McAfee or Symantec) software on every node
- Microsoft Windows, computer hardware and controller KPI's to determine system load
- Control hardware version
- Cybersecurity settings

In order to complete the Control System Benchmark the SPDC tool must be run from a Microsoft Windows workstation or server that is on the same network as all the other control system nodes. JEA may apply virus checks to media prior to loading the SPDC tool on the system. The SPDC tool runs in the background and does not need to be attended. The length of time needed to complete varies based on system size.

2.3.5 Control System Spare Parts Audit

One time during the course of the contract term, ABB will utilize the Control System Benchmark data to conduct a Spare Parts Audit. The Spare Parts Audit utilizes the mySpareParts Analyzer available on myABB to develop high level recommendations regarding spare parts and inventory gaps. A report will be delivered regarding the results of the Spare Parts Audit via MyControlSystem or other electronic means.

2.3.6 Onsite Field Service

As part of the Industry Care contract, ABB will provide a discounted rate of **15 percent** off the current field service labor rates to perform preventive and corrective maintenance services. Standard service labor rates and ABB recognized holidays are shown in Appendix A of this proposal. Service labor time includes travel to and from the site, time for training required to obtain site access, diagnostic time, repair time, verification time, time awaiting the delivery of parts, time waiting for access to equipment, and time required to complete the documentation of the service call activities. A minimum of four (4) hours is charged for any service call to a client's

facility. The use of these hours are subject to defined Primary Working Hours as referenced in Appendix A.

Travel and living expenses will be invoiced separately for these hours.

Additional purchased material, equipment rental, oil processing trailers, etc. are in addition to service hours and will be quoted per the service required.

2.3.7 Hardware & Software Discounts

ABB will provide hardware and software discounts off the current ABB price book for below listed hardware and software during the Industry Care contract period. Discounts for repairs and refurbished parts apply to listed hardware systems only. Discounts during the contract period will be extended at the following rates:

Hardware

New	Description
Symphony Plus Harmony (Rack)	30% discount (0.70 of list)
Symphony Plus (DIN)	10% discount (0.90 of list)

Repairs and Refurbished parts

Repairs	10% discount (0.90 of list)
Refurbished	10% discount (0.90 of list)

Software

Symphony Plus	10% discount (0.90 of list)
---------------	-----------------------------

* Discount applies to currently licensed products. Includes software licenses, media, and USB dongles for new or expansion licensing. Some software expansions may impact the annual price of the Industry Care contract.

2.3.1 Firmware Maintenance

The Firmware Maintenance for Harmony: Industry Care program makes it easy to maximize the potential of installed control module technology. The program is designed to effectively satisfy the ever-increasing operational demands placed on automation systems with firmware upgrades as you need them. This program compliments the firmware deliverables of the Software Maintenance program with pre-programmed (ROM) module firmware kits. Kits may be requested throughout the program's active period with no restrictions on module type (one upgrade kit per module). A \$250 fee per kit is applied.

2.3.2 In-Person Training Classes

JEA is also entitled to purchase in-center training classes from ABB University at **10 percent** off the current list price if purchased during the contract period.

- The discounted pricing would only apply to list price, ABB in-center training classes, scheduled as open enrollment events.
- The discounted pricing would not apply to on-site training events or coaching services.
- This discount cannot be combined with any other agreements or promotions.

ABB University has the right to cancel an open enrollment class that does not meet the student minimum to conduct the training class. ABB University commits to cancelling a class at least 2 weeks prior to the scheduled start date. If the customer chooses to cancel an enrollment, they must do so at least 2 weeks prior to the class start date to avoid a cancellation fee.

2.3.3 Loyalty Offers

As a participant in the Industry Care program, JEA will have access to quarterly published Loyalty Offers throughout the duration of the contract. These are special access discounts only made available to contract holders. The Loyalty Offers are made available at the beginning of each calendar year quarter and provide discounts to part and labor packages.

2.4 Performance Optimization Options

2.4.1 Optional ABB ABILITY™ Loop Performance Monitoring

ABB Ability™ Loop Performance Monitoring (LPM) is an advanced Service for controlled assets that enables you to “View”, “Scan” and “Track” the DCS, feedback measurement instrumentation, and final control elements.

“View” - Collects and stores data in the way that a performance and tuning expert would want to view it.

“Scan” - Analyze the data and reports the findings via predefined Key Performance Indicators (KPIs) to show the performance level.

“Track” - By applying ABB-proprietary algorithms and logic on the data, the level of performance notifications to be forwarded is determined.

The key to achieving and sustaining LPM benefits is to ensure that the View, Scan and Track features are accessible to the people who maintain and manage the full plant control system. This is obtained via the secure, on-site service delivery platform on which these features operate. The service delivery platform can be accessed from anywhere on the plant network, or remotely, by appropriate and approved customer and/or ABB personnel. *Please note that remote access is not required for LPM and the customer chooses whether to allow remote access.* If permitted, secure remote access will be configured per customer requirements with supervised remote access only.

LPM extends ABB Ability™ into a dynamic, ongoing, operational improvement service for ABB customers. It provides access to extensive resources, such as customer employees, ABB's global network of performance and tuning experts, and other application and process professionals who can complement and increase continuous site performance improvements, both operationally and financially.

More Accurate Analysis with Configurable KPIs

ABB Ability™ Loop Performance Monitoring Services include comprehensive data mining techniques, proven loop performance indicators as well as standard service methodologies, supported by years of loop design and fine tuning experience, to access and diagnose:

- Control loop and process issues
- Root cause and interaction analysis
- Controller setup and tuning cluster measurements

ABB Ability™ LPM Service Features

- Non-invasive assessment of process control loops with ABB's proprietary data collection tool
- On-demand analysis after events of concern, process shutdowns or failures
- Benchmark support data and calculations
- Periodic performance diagnostics and continuous monitoring
- Automatic data gathering
- Analysis is delivered on-site or by remote access (if allowed), powered by ABB Ability™, for site personnel and ABB experts
- Performance analysis by ABB experts identifies issues and recommended performance improvements
- Detailed improvement plan, including recommendations by ABB Ability™ performance tuning engineers
- **As an option**, site services by ABB Ability™ performance tuning engineers can address control loop issues with an LPM Software as a Service (SaaS) contract.

Reference Appendix E for Loop Performance Monitoring scope of supply and JEA responsibilities.

3 Commercial Summary

Industry Care Select Contract – Three Year Contract:

The Contract starts **November 01, 2021** ending **October 31, 2024**.

Part Number	Description	Price
PAENC-SEL-03	Industry Care – Select 3-year agreement	\$ 184,482 Year 1
		\$ 193,706 Year 2
		\$ 203,392 Year 3
		\$ 581,580 Total

Optional Services*

3 Year Contract

Part Number	Description	Price
1 n/a	Loop Performance Monitoring - Setup	\$ 16,382
2 n/a	Loop Performance Monitoring	\$ 25,871 Year 1
		\$ 27,165 Year 2
		\$ 28,523 Year 3

* Optional Services pricing valid when purchased at the same time as this Industry Care contract.

3.1 Purchase Order

PLEASE NOTE NEW SUBMISSION EMAIL ADDRESS.

This is a Three Year Contract, please submit your purchase order **referencing proposal number ETS-210726-1 Rev 00**. The Purchase Order needs to cover the full duration with line items for each year. Invoice dates are as follows:

Line Item	Part Number	Description	Invoice Date	Price
1	PAENC-SEL-03	Year 1	11/1/2021	\$ 184,482
2	PAENC-SEL-03	Year 2	11/1/2022	\$ 193,706

Line Item	Part Number	Description	Invoice Date	Price
3	PAENC-SEL-03	Year 3	11/1/2023	\$ 203,392
TOTAL				\$ 581,580

Payment due NET-30 unless otherwise specified in a master agreement. The above table does not reflect any options. Should any options be purchased, the invoice amount in the above table needs to be increased by the annual amount of the option(s).

The purchase order must reference terms and conditions of this Contract. Please fax or email your purchase order to:

Fax – (440) 585-5081
E-mail – ServiceContracts@us.abb.com

3.2 Invoice Schedule & Payment Terms

The terms of payment for all systems, services, and products purchased under this agreement shall be 30 days from date on invoice, subject to **annual** invoices issued following receipt and acceptance of your Purchase Order. **Annual** invoicing will continue automatically for multi-year contract periods per the invoice schedule outlined in Section 3.1 Purchase Order.

If you let the contract expire or lapse at any time, you may reinstate for an additional fee of 5% per month of the most recent annual contract amount that you are not covered under contract, with a maximum fee of 15% of the most recent annual contract amount.

3.3 Cancellation

Contract termination is assessed in 12-month intervals. Termination of this contract will be subject to the following cancellation schedule:

Cancellation Schedule	
Cancellation Timing	Amount
Up to the end of the third month	50% of annual contract amount. Subsequent years of the committed contract period are waived.
Any time between months 4 and 12	Full annual contract amount. Subsequent years of the committed contract period are waived.

3.4 Terms and Conditions

This Contract will commence on its effective date as specified in Section 3 Commercial Summary above, and will remain in effect until the end of the agreement as specified in Section 3 Commercial Summary above.

This proposal is submitted under the agreed Maintenance Agreement between JEA and ABB Inc. as defined in Contract #123557 signed on October 2012. The terms in Contract #123557 shall supercede any conflicting terms in this proposal.

3.4.1 Corona virus (COVID 19) Sales Contract Clause

The Parties are aware of the outbreak of a Coronavirus (commonly known as COVID-19) or any mutation of such virus which is or may impact normal business and execution of this Contract. The Parties agree that ABB is entitled to cost compensation, time extension, or other reasonably required contract adjustments, if any consequences whether directly or indirectly resulting out of, or in connection with the coronavirus outbreak, lead to delays in delivery of goods or provision of services or otherwise affect ABB's contractual obligations or duties.

3.5 Authorized Users

The Industry Care agreement and services are for the operator/operating company of the specific to the site and systems identified in this proposal. Third parties performing work or services are not authorized or permitted to utilize any of the features or benefits provided with this agreement.

3.6 Travel and Living

All travel and living expenses for services included in this Contract are not included. Work performed outside the scope of this Contract are subject to travel and living expenses being invoiced separately at actual incurred cost plus 10% (administrative fee).

3.7 Taxes and Duties

All other taxes and duty not explicitly expressed herein will be billed to the consignee. This include VAT or/and Service related Withholding tax.

3.8 Proposal Validity

This Proposal is subject to acceptance within sixty (60) days from the date of proposal. All prices, schedules, and technical descriptions are valid throughout this period.

3.9 Confidentiality

The information contained in this proposal is proprietary to ABB Inc. and may not be disclosed to any third party or company without the written consent of ABB Inc.

3.10 Change Orders

During the term of this Care agreement, work requested by JEA on equipment not included in Section 2 (inclusive) or that has been otherwise delineated as additional scope within this agreement will be completed by ABB under the following conditions:

- Additional Scope will be authorized by JEA in writing via a Change Order. In the event a Change Order ABB will, at earliest convenience, provide written confirmation.
- JEA shall amend applicable Purchase Orders prior to resources being dispatched to site. In event of an Emergency the Purchase order will be amended to include Change Order additional scope within 5 business days of written confirmation.
- Change Orders will be on a Time and Material basis.

A sample Change Order form is shown in Appendix D.

3.11 Authorized Service Provider

During the execution of this Care agreement, ABB reserves the right to utilize an Authorized Service Provider for services on covered equipment. In the event an Authorized Service Provider is utilized, all warranties herein will still apply.

3.12 Publication

Customer approves the use of its name in ABB newsletters, press releases, proposals, experience lists, and resumes (for proposal purposes) of our employees.

3.13 Non-Solicitation

During the term of this Agreement and for one year after any termination of this Agreement, Purchaser will not, without the prior written consent of ABB, either directly or indirectly, on Purchaser's own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by ABB or any customer of ABB. Purchaser acknowledges that money damages may not be a sufficient remedy for breach of this requirement. Accordingly, in the event of any such breach, in addition to any other remedies at law or in equity ABB may have, ABB shall be entitled to seek equitable relief, injunctive relief, or both.

Appendix A – ABB US Service Standard Rate Sheet – 2021

Primary Work Hours

The following labor rates are applicable during Primary Working Hours (PWH) defined as an 8-hour period beginning between 7:00 A.M. and 10: 00 A.M. Monday through Friday, excluding national and ABB recognized holidays. The primary work hours include a one half-hour non-paid lunch period and two 15-minute breaks during the day.

Base Service Labor Rates

Technology	Service Type	Hourly Rate
Drives and Motors	Field Services	\$325
Open Control systems (OCS)	Field Services	\$315
	Process Application Engineering Services	\$355
Paper Quality Control Systems & Web Imaging Systems (QCS & WIS)	Field Services	\$315
	Sensor Specialist Services	\$352
	Systems Engineering Services	\$352
	Process Application Engineering Services	\$355
	Lorentzen & Wettre Engineering Services	\$355
	Lorentzen & Wettre Specialist Service	\$381
Power Generation	Turbine Control Systems Services	\$345
	Flame Scanner Services	\$345
	Power Plant Tuning	\$345
All	Project Management Services	\$347
	Process Control Tuning Services	\$349
	Regional Technical Advisor, Network & Security Services	\$355
	Process Optimization Services	\$370

Overtime Hours

For billing purposes ABB Inc. defines overtime as those hours worked outside the Primary Working Hours or in excess of eight (8) hours in one day. The standard charges for overtime are defined as follows:

- All work performed outside the PWH or over 8 hours in one day is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).
- All work performed on Saturday is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).

-
- All work performed on Sunday is charged at two times the labor rate (Base Service Labor Rate X 2).
 - All work performed on national or an ABB holiday is charged at three times the labor rate (Base Service Labor Rate X 3).

Field Engineer Stand-By

Engineer Stand-By support occurs when a customer requests an engineer to perform “stand-by” duty where that engineer is specifically reserved for that Customer and cannot be dispatched to another Customer job site. The customer reserving the engineer in stand-by readiness mode shall be charged for Stand-By service.

Field Engineer Stand-By Service is charged at 4 PWH per day. If the “reserved” Field Engineer is called to this site, then 2 PWH will be credited to the customer. Overtime hours, travel expenses, travel time and other conditions of service per this rate sheet shall apply.

2021 Holiday Schedule

Friday, Jan. 1 - New Year's Day	Thursday, Nov. 11 – Veterans Day
Monday, Jan. 18 – Martin Luther King Jr. Day	Thursday, Nov. 25 –Thanksgiving Day
Monday, Feb. 15 – Presidents Day	Friday, Nov. 26 – Day After Thanksgiving
Monday, May 31 - Memorial Day	Thursday, Dec. 23 – Day Before Christmas
Monday, July 5 – Independence Day	Friday, Dec. 24 – Christmas Day
Monday Sept. 6 - Labor Day	

Appendix B – My Control System Access

Please complete the form below and include it with your Purchase Order to complete registration and/or renewal of your My Control System access.

Contact Name	Contact Phone Number	Contact address	e-mail	What system(s) is this contact responsible for? (Only required for multi-system contracts)	User Role
					Control System Administrator
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer

Appendix C – Cyber Security Patch Delivery

Please complete the form below and include with your Purchase Order to receive proper delivery of your Cyber Security Patch Disc(s).

Contact Name	Contact Phone No.	Address	City	State	Zip Code

Appendix D – Change Order Form

ABB Inc. is pleased to provide to you, this change to purchase order _____ dated _____, which includes terms and conditions and pricing per service agreement proposal _____ to support the following scope:

Labor	Quantity	List	Discount	Total
Standard labor (1X)				
Overtime labor (1.5x)				
Double time labor (2x)				
Holiday labor (3X)				
Total Labor				

Expenses	Quantity	List	Discount	Total
Miles				
Air fare				
Hotel				
Pier diem				
Car rental				
Parking/tolls				
Other				
Admin				
Total Expenses				

Parts	Quantity	List	Discount	Total
Parts				
Total Parts				

Miscellaneous	Quantity	List	Discount	Total
+				
+				
-				
Total Miscellaneous				
Total Price				

All the terms and conditions of Purchase Order _____ dated _____ remain in full force and effect and control this change.

If this proposal meets with your approval, please submit an adjusted or new purchase order referencing proposal number _____ for the amount of _____.

Appendix E – ABB Ability™ Loop Performance Monitoring Scope of Supply & Customer Responsibilities

The following makes up ABB's Base Scope of Supply:

General

- Compose ABB Ability™ LPM project team: Customer and ABB
- Plan project execution: time line and activity list
- Confirm control system infrastructure and topology for hardware and software

Hardware Scope of Supply

- One (1) dedicated server to host ABB Ability™ LPM Edge platform

Initial Installation and Commissioning, Onsite

To maximize the potential benefits of ABB Ability™ LPM, ABB will provide onsite implementation. Although ABB Ability™ LPM can detect system issues, implementation plays an important part in helping correct identified issues to optimize system performance.

Onsite activities will include:

- Loading software and licenses
- Setup/testing of local and remote connections
- Verifying and validating OPC connectivity
- Installing/testing ABB Ability™ LPM client software
- Channel and basic training, Q&A time, KPI support, track rules, configuration changes, and functional support

Channel Configuration and Activation, Remote

- Define process areas and/or system extent
- Configure LPM Channels
- Verify and validate data collection
- Baseline setting of actual performance by evaluating initial collected data
- Continuous raw data collection and KPI generation
- Periodic technical reports
 - Two technical checks each year, based upon system accessibility
 - Technical check findings and recommendations will be presented to customer via a conference call
 - Improvement plan with recommendations will be provided with specified onsite activities for implementation, which are included up to one man-week per semi-annual site visit. An option for additional tuning engineer site visits may be selected with contract.

Phone Support, Remote *

- Channel and basic training, Q&A, KPI support, track rules, configuration changes, and functional support via phone is included.

Periodic Maintenance, Remote *

Periodic maintenance will take place using remote platform. Activates may include:

- Upgrade(s) to ABB Ability™ LPM software when applicable
- Microsoft Windows and Antivirus updates if implemented on an ABB-supplied server
- Windows backups

Onsite Training (optional, purchased separately)

ABB can provide optional detailed onsite ABB Ability™ LPM training. An ABB engineer would perform this training onsite or remotely with the customer or ABB resident engineer. This training session will include:

- An in-depth demo of the ABB Ability™ LPM and Software
- Instruction on how to operate ABB Ability™ LPM Channel, Software
- Instruction on how to configure the Track feature and email alerts (if used)
- A review of all current KPIs/Alarms
- Standard user and configuration manuals

** If remote connection is not available, additional travel time plus travel and living expenses will be required. T&L will be charged at actual cost plus 10%.*

Customer Responsibilities

LPM Services – Customer Responsibilities

It is assumed by ABB that the following items will be supplied by the Customer:

- Documentation and control loop information, including DCS logic drawings and tag databases.
- Allow remote connection to the system. (Please note that remote access is not required for LPM and the customer chooses whether to allow remote access. If permitted, secure remote access will be configured per customer requirements with supervised remote access.) **
- Any additional licenses and hardware that may be required
- For Harmony-based systems, the services proposed in this document will require a customer-provided Harmony Connect OPC Server or a dedicated IET or CIU module to connect to all Harmony/INFI90 (INFINET) communication loops using a central loop with local INFINET bridges. The CIU can be an ICT12 with A.0 firmware or ICT03/13 with G.0 firmware. A bridge module must be at least an IIT03 with B.4 firmware combined with a NIS01 with E.6 firmware. If a dedicated CIU is provided, the customer-provided serial cable needs to be within range of the server.
- For Harmony-based systems, access to the Symphony/Harmony/INFI90 control system is required while plant operations are running at steady state or at a level where normal control system operations can be expected.

*** If remote connection is not available, additional travel time plus travel and living expenses will be required. T&L will be charged at actual cost plus 10%.*

LPM Platform – Customer Responsibilities

OPC Test Client

The customer will configure the communication to the OPC server(s) using an OPC test client.

OPC or System Connectivity

LPM data capture and analysis services can be utilized on ABB and third-party systems. The LPM platform and service channels utilize data accessed through an OPC network connection. This connection is required for each of the systems where data collection is required. If the customer's system does not have an OPC-compliant connection available, additional hardware, software and installation services may be required. If required, an additional proposal will be supplied that will outline the options for connectivity solutions based on the type of channel selected, as well as the cost to implement each solution. This proposal will be provided after the method of connection is selected by the customer. Customer will be responsible for providing all required cables and equipment to connect ABB Ability™ LPM to the system.

Virus Scanning Software

The customer will supply the virus scanning software license and software to be installed on the LPM Platform server. Customer's local and corporate IT departments normally specify the virus checking software and most have corporate license agreements with the virus scanning software supplier that they prefer. ABB will assist the customer when installing the virus scanning software supplied by the customer once the ABB Ability™ LPM arrives on site.

Computer Power

The customer will supply computer-quality power for the LPM platform server. The specification for the power supplied will be provided in the product manual.

Platform Server Installation Location

The customer will supply a clean air-conditioned environment that is suitable for operation of industrial servers. Air-conditioning and decontamination of the air in the installation location is required to ensure reliability of the server hardware that is supplied. The LPM Platform server is designed to be installed in industrial server rooms in an existing cabinet with sufficient space and power supplies to accommodate the server.

LPM Platform Hardware and Software Maintenance

ABB Ability™ LPM is an industrial server hardware and software solution. Annual maintenance plans and requirements are detailed in ABB's PGCare maintenance management system. Minimal services are needed to back up system software, update virus software and Microsoft software and defragment hard disk. Other maintenance required consists of inspection services.

LPM Virtual

LPM Virtual does not require the purchase of hardware. It is available to customers who have the necessary server capacity already available in their facilities. The customer will supply the required Windows operating system.

ABB Ability™ LPM Implementation

It is recommended that the customer act on ABB's recommendations to fully maximize the potential benefits of ABB Ability™ LPM. Although ABB Ability™ LPM can detect system issues, implementation plays an important part in helping correct identified issues to optimize system performance and show value.

Appendix F – Sites & Systems

Jacksonville Electric Authority – Unit 1 - SID2956

Software	Maintain	# of Concurrent	19	System	<input type="checkbox"/> Turbine Analyst
Support Level	Level	Users		Functionality	<input checked="" type="checkbox"/> History
					<input checked="" type="checkbox"/> Harm. Gateway
Licenses Included in System Identification					
License #	Product Description				Machine ID
SL970440011145122	S+ Operations, v3.2 S+ Operations - Base License Anchor System Architecture - Server-Client **...Included: Central Diagnostic - Yes Central Diagnostics (Included with Base) **...Included: SNMP Scanner - SNMP Enabled 2 ** .. Historian Servers - HS Embedded (Max 2, 1 included w/new purchase) **...Included: Developer Client - Incl DevClt (Max Qty: 1) 4 Additional Real-Time Servers - RT Servers (Quantity) FrontEnd Servers - FE Servers (Quantity) 8 Developer Client Add'l x1 - Clients Packs of 1 Developer Client Add'l x10 - Clients Packs of 10 Full Office Client x1 - Packs of 1 Office ThinWebClient x1 - Packs of 1 Advanced Trends - Yes Advanced Trends Multi Screen - Yes Multi Screen 3 Multi RealTime Tags 10,000 - Packs of 10K Long Term Redundant Logs x10,000 - Packs of 10,000 RLT Harmony Connect - Harmony Connect Enabled API Support Runtime - Runtime OPC Server Function DA (RW) - OPC DA (RW) OPC Server Function AE (RO) - OPC AE (RO) Alarm Portal - Alarm Basic Report Package - Basic (required for History Server, included in BASE)				81405
SL199243001043110	S+ Engineering Server, v2.2				81406
SL532274902263098	Harmony Gateway, v7.1				

Jacksonville Electric Authority – Unit 2 - SID4681

Software Support Level	Maintain Level	# of Concurrent Users	18	System Functionality	<input type="checkbox"/> Turbine Analyst <input checked="" type="checkbox"/> History <input type="checkbox"/> Harm. Gateway
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Licenses Included in System Identification

License #	Product Description	Machine ID
SL566344411143015	S+ Operations, v3.2 S+ Operations - Base License Anchor System Architecture - Server-Client **...Included: Central Diagnostic - Yes Central Diagnostics (Included with Base) **...Included: SNMP Scanner - SNMP Enabled 2 ** .. Historian Servers - HS Embedded (Max 2, 1 included w/new purchase) **...Included: Developer Client - Incl DevClnt (Max Qty: 1) 4 Additional Real-Time Servers - RT Servers (Quantity) 2 FrontEnd Servers - FE Servers (Quantity) 7 Developer Client Add'l x1 - Clients Packs of 1 Developer Client Add'l x10 - Clients Packs of 10 Full Office Client x1 - Packs of 1 Office ThinWebClient x1 - Packs of 1 Advanced Trends - Yes Advanced Trends Multi Screen - Yes Multi Screen 3 Multi RealTime Tags 10,000 - Packs of 10K Long Term Redundant Logs x10,000 - Packs of 10,000 RLT Harmony Connect - Harmony Connect Enabled API Support Runtime - Runtime 2 OPC Server Function DA (RW) - OPC DA (RW) 2 OPC Server Function AE (RO) - OPC AE (RO) Alarm Portal - Alarm Basic Report Package - Basic (required for History Server, included in BASE)	81739
6S6381922	S+ Engineering Server, v2.2	64006A6C8E65
6S6381911	S+ Engineering Server, v2.2	81745
SL343305513244102	S+ Engineering Server, v2.2	989096DD8D51
SL65643321314102	S+ Engineering Server, v2.2	D89EF333505B

Jacksonville Electric Authority - Unit 3 - SID4682

Software Support Level	Maintain Level	# of Concurrent Users	17	System Functionality	<input type="checkbox"/> Turbine Analyst <input checked="" type="checkbox"/> History <input checked="" type="checkbox"/> Harm. Gateway
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Licenses Included in System Identification

License #	Product Description	Machine ID
SL693322809203127	S+ Operations, v3.2	81226
6S7069521	S+ Engineering Server, v2.2	80707
7K94432711	S+ Engineering Server, v2.2	80707
SL070341908054025	Harmony Gateway, v6.0	
SL446373103113025	Harmony Gateway, v6.0	
SL574371710243043	IET800 w/Advanced Security, vA.0	00c0c901f4c6
SL543371710243043	IET800 w/Advanced Security, vA.0	00c0c901f4cd
SL480371710243043	IET800 w/Advanced Security, vA.0	00C0C901FD0D
SL433371710243043	IET800 w/Advanced Security, vA.0	00C0C901FD26
SL496371710243043	IET800 w/Advanced Security, vA.0	00C0C901FD29
SL527371710243043	IET800 w/Advanced Security, vA.0	00C0C901FD45
SL386371710243043	IET800 w/Advanced Security, vA.0	00C0C9020933
SL621371710243043	IET800 w/Advanced Security, vA.0	00c0c9020c5c
SL605371710243043	IET800 w/Advanced Security, vA.0	00c0c9020c65
SL715371710243043	IET800 w/Advanced Security, vA.0	00c0c9020c7a
SL652371710243043	IET800 w/Advanced Security, vA.0	00c0c9020c7c
SL699371710243043	IET800 w/Advanced Security, vA.0	00c0c9020c81
SL668371710243043	IET800 w/Advanced Security, vA.0	00c0c9020c84
SL449371710243043	IET800 w/Advanced Security, vA.0	00C0C9022402
SL46189181474	semAPI System Interface, v2.2	00110A9AC413
SL468189181474	semAPI System Interface, v2.2	001185639C6F
SL47653171326455	semAPI System Interface, v2.2	0017A447895C
SL723371264223	semAPI System Interface, v2.3	0017A44712CE
SL4061259193123	semAPI System Interface, v2.3	0017A4474D5A

Jacksonville Electric Authority – Test Bed - SID18328

Software Support Level	Evolve Level	# of Concurrent Users	3	System Functionality	<input type="checkbox"/> Turbine Analyst <input type="checkbox"/> History <input type="checkbox"/> Harm. Gateway
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Licenses Included in System Identification

License #	Product Description	Machine ID
SL382012815124093	S+ Operations, Primary, v1.1 Local Client - Yes Local Client Real Time Data Server Tag Capacity - 30000 realtime tags 2 Remote Clients Support - 2 clients Harmony/INFI - Yes Harmony Connect – Yes	00155D035B01

	Reserved-SNMP - Yes	
SL085002815124093	S+ Operations, Redundant, v1.1 Real Time Data Server Tag Capacity - 30000 realtime tags 2 Remote Clients Support - 2 clients Harmony/INFI - Yes Harmony Connect – Yes Reserved-SNMP - Yes	00155D035B02
SL680050812112089	Composer Harmony Client, v6.0	00155D035B03
SL570040812112089	Composer Harmony Server, v6.0	549F35083F4C

Jacksonville Electric Authority - Simulator - SID41046

Software	Evolve	# of Concurrent	8	System	<input type="checkbox"/> Turbine Analyst
Support Level	Level	Users		Functionality	<input checked="" type="checkbox"/> History
					<input type="checkbox"/> Harm. Gateway
Licenses Included in System Identification					
License #	Product Description	Machine ID			
SL411225914113093	S+ Operations, Primary, v2.1 Client - Included - Yes Client Incl 7 Clients Support - Additional - (7 clients) Real Time Data Server Tag Capacity - 30000 realtime tags Harmony Connect - Yes Harmony/INFI Driver - Yes OPC Server Functionality - DA (RO) History Server - Yes Report Package (required with History Server) - Yes 5 Historical Logs x1000 - Packs of 1000 Alarm Portal - Yes Central Diagnostic – Yes SNMP Scanner - Yes	0970			
SL508240818293087	S+ Engineering Server, v2.1	80831			

Certification of Single Source or Emergency Procurement

Please use this form to certify a Single Source or Emergency Procurement complies with the requirements of the JEA Procurement Code. The JEA Procurement Code defines a Single Source and Emergency Procurement as follows:

3-112 Single Source

A Contract may be awarded for Supplies or Services as a Single Source when, pursuant to the Operational Procedures, the Chief Procurement Officer determines that:

- (a) there is only one justifiable source for the required Supplies or Services;
- (b) the Supplies or Services must be a certain type, brand, make or manufacturer due to the criticality of the item or compatibility within a JEA utility system, and such Supplies or Services may not be obtained from multiple sources such as distributors;
- (c) the Services are a follow-up of Services that may only be done efficiently and effectively by the Vendor that rendered the initial Services to JEA, provided the Procurement of the initial Services was competitive;
- (d) at the conclusion of a Pilot Project under Section 3-118 of this Code, the Procurement of Supplies or Services tested during the Pilot Project, provided the Vendor was competitively selected for the Pilot Project.

3-113 Emergency Procurements

In the event of an Emergency, the Chief Procurement Officer may make or authorize an Emergency Procurement, provided that Emergency Procurements shall be made with as much competition as practicable under the circumstances. A written Determination of the basis for the Emergency and for the selection of the particular Vendor shall be included in the Procurement file.

For purposes of this Section 3-113, an "Emergency" means any one of the following:

- (a) a reasonably unforeseen breakdown in machinery;
- (b) an interruption in the delivery of an essential governmental service or the development of a circumstance causing a threatened curtailment, diminution, or termination of an essential service;
- (c) the development of a dangerous condition causing an immediate danger to the public health, safety, or welfare or other substantial loss to JEA;
- (d) an immediate danger of loss of public or private property;
- (e) the opportunity to secure significant financial gain, to avoid delays to any Governmental Entity or avoid significant financial loss through immediate or timely action; or (f) a valid public emergency certified by the Chief Executive Officer.

Please provide the following information:

1. Vendor Name:

ABB INC

2. Description of Services or Supplies provide by Vendor:

This is a maintenance contract for OEM vendor software and hardware support for our currently installed Distributed Control System (DCS) for NGS units 1, 2, and 3.

3. **Certification:**

I the undersigned certify that to the best of my knowledge, no JEA employee has, either directly or indirectly, a financial interest in this Single Source Emergency Procurement, and

I the undersigned certify that this procurement meets the requirements of a (choose one of the following):

 X **Single Source Procurement.** Please state which subsection of Section 3-112 above applies to this Single Source Procurement: 3-112 (b) (:)

OR

 Emergency Procurement - Please state which subsection of Section 3-113 above applies to this Emergency Procurement: _____



Signature of JEA Business Unit Manager



Date

This certification shall be attached to the Purchase Order when it is routed for approval. A Single Source or Emergency Procurement shall be reported to the JEA Board in accordance with Section 1-110 of the JEA Procurement Code.

EXHIBIT A

JEA Standardization Request / Approval Form

To: Standardization Committee
From: Joel Looney Date: 1/6/2011

In accordance with the JEA Purchasing Code and the Operational Procedure, I hereby request the following item(s)/parts/goods/service or specifications be approved as a standard: (List applicable name, Component tag #, manufacturer, model #, stock or non-stock item, etc.)

DESCRIPTION: ABB DCS-based turbine control system for main steam turbines.

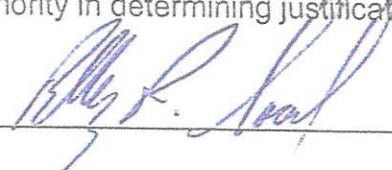
Justification for Standardization:

Please check all that apply:

- ☐ The item requested must be obtained from the Original Equipment Manufacturer due to the criticality of the item or compatibility with existing equipment currently in operation or use within the JEA system.
- ☐ The item requested is only available from one source.
- ☒ This item is the most cost effective means to safely maintain the highest level of system availability & reliability
- ☐ The item purchase lead time/delivery is critical for continuous system operation .
- ☒ The item is used in large numbers throughout the JEA system.
- ☐ The item requested will provide documented long reliable service life at a lower life cycle cost.
- ☐ The item requested has better availability and delivery time, which is necessary for the particular application.
- ☒ Other (Please explain) This item requires less training and avoids increasing the plant's spare parts requirements.

Attach calculations/justification or other documentation for all items checked.
The above guidelines are to provide a general rational for the Standardization process but in no way shall they be interpreted as limiting either its provisions or applications. Each individual committee holds the ultimate authority in determining justification for each item standardization.

Standardization Committee Approval



Date 1/13/2011

Justification for Standardization Request for ABB Steam Turbine Control System Replacement for Main Steam Turbines

Revision 1/6/11

Overview of System

The ABB Steam Turbine Control System Replacement package proposed for Northside Units 1 and 2 includes installation of new ABB DCS input and output modules, logic processors and communications hardware to replace the existing turbine control systems hardware and software. The new equipment will be installed inside the existing control system equipment cabinets. The existing triple redundant turbine instrumentation will be retained and connected the new control systems. The control functions and turbine protection logic implemented in the existing control systems will also be duplicated in the new systems. The new systems will be connected on the existing units' DCS communication loops, identical to all the other DCS components. The existing turbine control systems' communication method which requires two foreign device interface computers in series will be eliminated.

Implementing the Steam Turbine Control System using the same ABB DCS hardware and software which is used throughout the three Northside steam units will provide several advantages as described below.

Justification for Standardization:

1. The logic control portion of the ABB package will require less maintenance training than similar systems from other suppliers because it will be implemented using the same ABB distributed control system hardware and software as the balance of plant controls for all three units. Also, the Unit 3 turbine control system was already converted to ABB DCS control over ten years ago. The JEA I&C technicians are already adequately trained to maintain the ABB equipment and work with this system daily.
2. When compared to alternative systems, the ABB package is more compatible with the existing JEA plant control system because it will not require a foreign device interface, or intermediate translating computers, to facilitate communication between two non-compatible systems. The ABB package will be connected directly into the Units 1 and 2 DCS redundant data highway loops and will become an integral part of the plant DCS.
3. The ABB system will be more reliable than similar equipment from alternative suppliers because of the elimination of the foreign device interfaces. The interfaces required in our Unit 1 and 2 Mark VI systems and have proven to be a repeated point of failure and complicate the process of troubleshooting communication issues. They utilize proprietary hardware and software available only from GE, and are not interchangeable between units.

TECHNICAL MEMORANDUM

Northside Generating Station: N1 & N2 Turbine Control Systems Replacement

PREPARED FOR: JEA Project Planning and Budgeting
PREPARED BY: Joel Looney
DATE: 2/19/2010
MAXIMO PWC# 12639554 (Unit 1)
12639558 (Unit 2)

1.0 Background

The Unit 1 and 2 turbine controls are provided by the GE Mark VI turbine control systems. Turbine trip/reset, speed and load control, overspeed protection and valve testing are among the functions provided by the Mark VI. Each Turbine's Mark VI system is located in a dedicated group of equipment cabinets which were installed in the Black Box Room during the repowering. This project would replace these control systems with equivalent controls implemented in new ABB DCS cabinets. These DCS cabinets would be integrated into each unit's existing DCS, and the turbine controls would be accessed using new graphic displays on the existing control room operator stations.

2.0 Justification

The existing Mark VI control systems have generally performed satisfactorily since their installation. Each Mark VI system is constructed as three functionally independent and nearly identical "channels" of hardware components. Each channel has its own dedicated power supply. The more important turbine operating parameters are measured by triple sets of instruments connected into each channel independently, while other less critical instruments are shared among the channels. The three channels then actuate the turbine control and stop valves, along with other turbine functions, through a hard wired voting arrangement which allows operation of the turbine to continue if one or two channels fail. Most of the past Mark VI channel failures have been a result of the failure of several of the channel power supplies. We have not experienced any total failures of the Mark VI systems.

Despite the adequate performance of the Mark VI systems so far, there are several reasons that replacement with DCS controls would benefit the plant:

1. Each Mark VI is constructed as a stand-alone turbine control system. It is not capable of directly communicating with the plant DCS. Since this communication path is required,

6. The turbine controls for Unit 3 were implemented in the DCS several years ago, similar to the arrangement proposed in this project. We have found this system to be dependable and it has been maintained by JEA personnel with minimal, if any, outside assistance..

3.0 Scope

The existing Mark VI equipment will be disconnected from the field wiring and removed by an alliance contractor. The contractor will install the new ABB DCS equipment in the same location in the Black Box Room. Existing field wiring will be re-connected to the DCS termination units. All contractor work would be performed according to drawings provided by ABB and be supervised by the responsible on-site ABB engineer.

Connection of the new DCS equipment to the existing system will be performed by JEA technicians. Loop checks will be performed by ABB with the assistance of JEA I&C. All control logic and operator graphics displays will be provided by ABB. ABB will provide on-site operator training as required.

4.0 Proposed Contract Approach

The ABB proposal included supplying all hardware, assembly of cabinets, configuration, logic programming and operator displays. It also included an option to purchase field services on a per diem basis that include supervising the installation with the work performed by an electrical contractor provided by JEA. Another option available would have ABB could perform the entire project as a turn-key project.

6.0 Project Management & Delivery

ESTIMATED PROJECT RESOURCE ALLOCATION REQUIREMENTS

AREA	Description of Service	Internal External	JEA Person	Date Due	Comments
ENGINEERING					
CIVIL/STRUCTURE					
MECHANICAL					
ELECTRICAL	Design of power to new cabinets	Int	Bonner	6/1/11	
INST & CONTROL	Loop checks, system testing and acceptance	Int	Wang/Biruk	12/15/11	
ENVIRONMENTAL					
CHEMICAL/WATER					
DRAFTING	As-built plant electrical drawings	Int	Miller	4/1/12	
SPECIALTY	Design of complete replacement project	Ext			
SPECIFICATIONS					
PROCUREMENT					
	ABB contract	Int		6/1/11	
CONSTRUCTION					
	Electrical construction	Ext		12/15/11	
OPER & MAINT					
TRAINING	New control features and operator displays	Int/Ext	Blanchard / ABB	11/1/11	
MAINT. PLANNING (SP, PMs, LUBES)					

MULTI YEAR CASH FLOW TEMPLATE

11-28 N1&2 Mark VI Replacement															
PROJECTED CASH FLOW BY MONTH FOR FISCAL YEAR															
		FY2011												FY TOTAL	
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
Total Project Budget	\$670,000														
JEA Cost & Engineering	\$80,000				\$5,000	\$5,000	\$5,000	\$5,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$25,000	
Equipment/Fabrication	\$350,000									\$35,000			\$175,000	\$210,000	
Construction/Project Closeout	\$240,000													\$0	
Contract/PO Encumbrance														\$0	
TOTAL	\$670,000	\$0	\$0	\$0	\$5,000	\$5,000	\$5,000	\$5,000	\$1,000	\$36,000	\$1,000	\$1,000	\$176,000	\$235,000	
11-28 N1&2 Mark VI Replacement															
PROJECTED CASH FLOW BY MONTH FOR FISCAL YEAR FY2012															
														FY TOTAL	Project Total
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
Project Budget															
JEA Cost & Engineering	\$15,000	\$15,000	\$20,000	\$5,000										\$55,000	\$80,000
Equipment/Fabrication			\$105,000	\$35,000										\$140,000	\$350,000
Construction/Project Closeout	\$15,000	\$75,000	\$75,000	\$75,000										\$240,000	\$240,000
Contract/PO Encumbrance														\$0	\$0
TOTAL	\$30,000	\$90,000	\$200,000	\$115,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$435,000	\$670,000

9.0 Project Definition Change Documentation (To be used after Project Hand Off - See Appendix B for Details)

Revision History

Name	Date	Version	Revision Notes
Joel Looney	2/17/10	1.0	Initial Submittal
Joel Looney	2/19/10	1.1	Included PWO#s
Brad Saad	2/25/10	1.2	Revised cash flow/schedule & QC for budget submittal.
Brad Saad	2/26/10	1.3	Changed Project Name

MEETING MINUTES

Date: January 13, 2011

Time: 1:00 P.M.

Purpose: Quarterly NS Standards Committee Meeting

Present:

Brad Saad	Bob Sevestre
Dennis Raines	Bob Lucas
Steve Cooper	Bob Sevestre
Scott Lagow	Joel Looney

Distribution: Those listed as present, and:
Randy Stroupe
Roger Emery

Discussion:

1. Brad Saad opened the quarterly meeting of the NS Standards Committee @ 1:13 P.M. and advised that the NS Standards Committee meeting would be held on a quarterly basis in lieu of monthly. He added that in the event that a request for standardization needs to be discussed and/or approved or other emergency business must be brought before the committee that a special meeting will be held to handle such issues.
2. The first item of business was Scott Lagow's requests for standardization for ASCO and MAC solenoids. Discussions focused on these two different manufactured solenoids becoming standards (i.e., ASCO & MAC). With there being no further discussion, a motion was made, seconded and vote carried to approve the requests for standardization for ASCO and MAC solenoids to become Northside standards pending the submittal of paperwork by Scott Lagow on the MAC solenoids.
3. The next item of business was discussion on Scott Lagow's request for standardization for Magnetrol radar liquid level transmitters. The justification for making Magnetrol a Northside standard was discussed in that it would reduce the technician's trouble shooting time by having one radar manufacturer for level as well as it being widely used throughout the JEA system. With there being no further discussions, a motion was made, seconded and vote carried to approve the Magnetrol radar liquid level transmitters as a Northside standard pending submittal of corrected paperwork with changes discussed in this meeting.
4. Request for Standardization – ABB DCS-based turbine control system for main steam turbines

Joel Looney provided an overview of his request for standardization on the ABB DCS-based turbine control system for main steam turbines. General discussions followed. With there being no further discussions, a motion was made seconded and vote carried to approve this request as a Northside station as written.

5. Northside Standards Committee Action Item Listing Review

The open/pending action items were discussed and updated accordingly. Tania is to update the action item listing for distribution with the meeting minutes.

6. Bob Lucas made a recommendation to have a few managers attend the NS Standards Committee meeting on a quarterly basis in accordance with action item 23 – Review standardization procedure and inventory lists of stock and non-stock items to identify items to become a standard. Discussions followed, but Brad Saad addressed his concern since the committee will now only meet on a quarterly basis, however, he advised that the committee would play it by ear.

7. Motor Specification

Discussions focused on the motor specification meeting held with PDM today. Bob Lucas advised that there is one shop, Tesla, who his analysts don't particular like due to bad workmanship. Bob inquired as to how we were to handle this (i.e., having them removed from the list, etc.). Discussions followed, and it was determined that documentation is needed as to Tesla's bad workmanship before they can be removed as a perspective vendor. It was suggested that an email citing bad workmanship when it occurs be written and attached to the PWO and a copy sent to LeRoy Elliott who handles this. Dennis Raines made the comment in that if Tesla's shop cannot pass inspection then we need to write them up.

With there being no further business before the committee, a motion was made, seconded and vote carried to adjourned this meeting @ 2:05 P.M.

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Formal Bid and Award System

Award #4 September 30, 2021

Type of Award Request: EMERGENCY
Requestor Name: Rouse, Nathaniel - Mgr Sewer Operation Maintenance & Construction
Requestor Phone: (904) 665-8183
Project Title: Jammes Rd Emergency Horizontal Directional Drilling (HDD) Sludge Pipeline Installation
Project Number: 8007015
Project Location: JEA
Funds: Capital
Award Estimate: N/A

Scope of Work:

The purpose of this award is to request approval for emergency procurement of services to facilitate a replacement Horizontal Directional Drill (HDD) of the 118th St. Wastewater Treatment Plant (WWTP) sludge pipeline on Jammes Rd near the intersection of 103rd St and to connect to the existing pipeline. A third-party contractor was drilling in fiber optic cable, perpendicular to the pipeline and damaged the pipe causing it to rupture, subsequently creating a sanitary sewer overflow. TB Landmark Construction, Inc. was selected due to their expertise in a deep HDD installation, their reasonable cost of services and their ability to mobilize quickly. JEA has been tracking all of the related expenses to this event in order to seek re-imbursement from the third-party contractor.

JEA IFB/RFP/State/City/GSA#: N/A
Purchasing Agent: King, David
Is this a Ratification?: Yes
 Emergency repair services in the amount of \$316,758.76.

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
TB LANDMARK CONSTRUCTION, INC.	Martin Adams	estimating@tblandmark.com	11220 New Berlin Rd. Jacksonville, FL 32226	(904) 751-1016	\$316,758.76

Amount for entire term of Contract/PO: \$316,758.76
Award Amount for remainder of this FY: \$316,758.76
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 03/17/2021
End Date (mm/dd/yyyy): Project Completion (September 13, 2021)
JSEB Requirement: N/A - Emergency

Background/Recommendations:

On March 11, 2021 a third-party contractor was installing a fiber optic cable along 103rd St. in Jacksonville. The contractor struck a JEA sludge pipeline approximately 22' deep below the roadway. The pipeline carries 200,000

gallons of sludge per day from the Southwest Wastewater Treatment Facility to Buckman WWTP for additional processing and treatment. Consequently, JEA shut down the pipeline and started hauling the sludge by truck to the Buckman WWTP until a new pipeline could be installed.

JEA promptly contacted TB Landmark, who was the contractor that originally installed this force main by HDD. TB Landmark came to the site that same day and determined that the pipe was too deep to excavate and repair, instead requiring replacement by HDD. TB Landmark provided an estimate of \$350,000.00 for the replacement work. Given their history with JEA, their ability to mobilize quickly, and the reasonable estimate, JEA determined to engage TB Landmark to perform this emergency work. The work was funded from the capital sewer R&R budget line item.

JEA had been waiting for the final invoice for the as-built drawings by TB Landmark prior to bringing to Awards. The invoice was received on 09/13/2021. The emergency form and invoices are attached as backup.

JEA Risk Management has filed a claim with the insurance company of the fiber contractor to recoup expenses due to the pipe break by the fiber contractor.

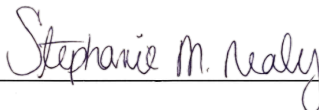
Request approval to award and ratify an emergency contract to TB Landmark Construction, Inc. for the Jammes Rd Emergency HDD Sludge Pipeline Installation in the not-to-exceed amount of \$316,758.76, subject to the availability of lawfully appropriated funds.

Director: Scheel, Jackie B. - Dir W/WW Reuse Delivery & Collection
VP: Vu, Hai X. – VP Water Wastewater Systems

APPROVALS:

 9/30/21

Chairman, Awards Committee **Date**

 09/30/2021

Budget Representative **Date**

Certification of Emergency Procurement

For Purchase Requisition No. _____

3-113 Emergency Procurements.

Notwithstanding any other provision of this Code, the Chief Procurement Officer or Designee may make or authorize Emergency Procurements when there exists an Emergency as defined in Section 1-113(1)(2), provided that such Emergency Procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the Emergency and for the selection of the particular Company shall be included in the Procurement file.

COMMENTARY:

(1) This section authorizes the procurement of supplies, services, construction or real estate where the urgency of the need does not permit the delay involved in utilizing other methods of source selection.

(2) While in a particular emergency an award may be made without any competition, the intent of this Code is to require as much competition as practicable in a given situation.

Basis of Emergency

I the undersigned certify that the specific supplies, services, construction or real estate described in the above referenced purchase requisition must be procured on an emergency basis for the following reasons:

- ☐ a reasonably unforeseen breakdown in machinery;
- ☐ a threatened termination of an essential service;
- ☐ the development of a dangerous condition;
- ☒ the development of a circumstance causing curtailment or diminution of an essential service;
- ☐ the opportunity to secure significant financial gain through immediate or timely action; or
- ☐ the opportunity to avoid significant financial loss through immediate or timely action.

Brief Description of Services/Supplies

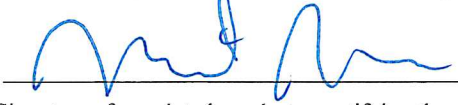
Emergency procurement of TB Landmark is required to facilitate a replacement Horizontal Directional Drill installation of the 118th St WWTP sludge pipeline on Jammes Rd near the intersection of 103rd St. and reconnect to existing. A third party contractor was drilling in fiber, perpendicular to our pipeline, hit and damaged it causing a rupture in the pipe and subsequent sanitary sewer overflow. Consequently, we have had to shut the pipeline down and 118th St WWTP will be required to truck haul the sludge out until a new pipeline can be installed.

Solicitation Summary (List all solicitations, quotations and indicate contractor/supplier selected)

Current estimate of services to HDD install approx. 1300' of 10" HDPE and reconnect to existing pipeline to restore operation is approx. \$350,000.

Explanation of Basis of Selection (Price, availability, delivery or specify other basis)

TB Landmark was selected due to their expertise in HDD installation, reasonable cost of services and ability to mobilize quickly.



Signature of appointed employee certifying the emergency procurement

3/17/21

Date

To be completed by the Procurement Department:

Contract or Purchase Order Number: _____ Amount: \$ _____

***This Certification shall be attached the purchase requisition when routed for approval.
Approval of the purchase requisition shall constitute affirmation of this Certification.
This emergency procurement shall be reported to the JEA Board in accordance with
Section 1-113(2) of the JEA Purchasing Code***



TB Landmark Construction, Inc.
11220 New Berlin Road
Jacksonville, Florida 32226
(904) 751-1016 Fax: (904) 751-4125
www.tblandmark.com

Contract Invoice

Invoice#: 218302

Date: 04/21/2021

Billed To: JEA
P.O. Box 4910
Attn: Acct Payables
Jacksonville FL 32202

Project: 8839
Jammes Road HDD

Due Date: 05/21/2021

Terms: 30DY

PO# 196104

Description	Qty	UM	Price	Amount
Mobilize, MOT, Locate Utilities, 10" HDD	1.000	LS	311,758.76	311,758.76
Tie ins to Existing, Restoration				

*All Invoices are due Net 30
Thank you for your prompt payment!*

Amount Due	311,758.76
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TB Landmark Construction, Inc.
11220 New Berlin Road
Jacksonville, Florida 32226
(904) 751-1016 Fax: (904) 751-4125
www.tblandmark.com

Contract Invoice

Invoice#: 218683

Date: 09/13/2021

Billed To: JEA
P.O. Box 4910
Attn: Acct Payables
Jacksonville FL 32202

Project: 8839
Jammes Road HDD

Due Date: 10/13/2021

Terms: 30DY

PO# 196104

Description	Qty	UM	Price	Amount
Jammes Road HDD As builts				
As Builts	1.000	LS	5,000.00	5,000.00

*All Invoices are due Net 30
Thank you for your prompt payment!*

Amount Due	5,000.00
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Formal Bid and Award System

Award #5

September 30, 2021

Type of Award Request: RENEWAL/CONTRACT INCREASE
Request #: 165
Requestor Name: Smith, Thaliah
Requestor Phone: (904) 665-8319
Project Title: Bulk Ferric Chloride Supply
Project Number: 30140 (O&M Budget Details Lines 483, 487), 30134 (O&M Budget Details Lines 423)
Project Location: JEA
Funds: O&M
Budget Estimate: \$983,708.49

Scope of Work:

JEA requires the services of a Supplier to provide Ferric Chloride (FeCl_3) and/or Ferric Sulfate ($\text{Fe}_2(\text{SO}_4)_3$) which is used for struvite control in our wastewater treatment process. The product will be delivered by the supplier in a bulk shipment via tanker to JEA Buckman Residuals Management Facility.

JEA IFB/RFP/State/City/GSA#: 102-19
Purchasing Agent: King, David
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
PVS TECHNOLOGIES, INC.	Roshonda Gray	rgray@pvschemicals.com	10900 Harper Ave., Detroit, MI 48213	(313) 571-1100	\$983,708.49

Amount of Original Award: \$1,242,460.00
Date of Original Award: 10/31/2019
Change Order Amount: \$983,708.49
New Not-To-Exceed Amount: \$2,226,168.49
Award Amount for FY22: \$904,303.15
Length of Contract/PO Term: Two (2) Years w/Two (2) – One (1) Yr. Renewals
Begin Date (mm/dd/yyyy): 11/01/2019
End Date (mm/dd/yyyy): 10/31/2022
Renewal Options: Yes - One (1) Yr. Renewal
JSEB Requirement: N/A - Optional

Background/Recommendations:

Originally approved by Awards Committee on 10/31/2019 in the amount of \$1,242,460.00 to PVS Technologies, Inc. to provide Ferric Chloride (FeCl_3). A copy of the original award is attached as backup.

JEA needs to add funds to the contract for Ferric Chloride in order to address increased usage of this wastewater treatment chemical. The increase usage is due to an increase in influent phosphorus, leading to the formation of struvite. Additionally, JEA will be renewing the contract for a one-year term. The renewal will include a price increase of approx. 3.76% due to increased raw material and transportation costs. PVS held the price fixed for the two-year term of the contract. When compared to the most recent Consumer Price Index (CPI) of 4.2% the increase is deemed reasonable. The contract increase is calculated as follows:

Original usage rate:	1,150 gals/day
New usage rate:	1,700 gals/day
Original price:	\$1.48/gal (\$665/dry ton)
New price:	\$1.54/gal (\$690/dry ton)

Spend until end of current contract term (10/1/2021 through 10/31/2021, 1 months):
\$77,996.00 (1,700 gals/day x 31 days x \$1.48/gal)

Spend for additional year (11/1/2021 through 10/31/2022):
\$952,864.06 (1,700 gals/day x 365 days x \$1.48/gal x 690/665)

Total increase requested:
+\$77,996.00 (remaining contract term: 10/1/2021 through 10/31/2021)
-\$47,151.57 (remaining funds in current contract)
+\$952,864.06 (new one year renewal term: 11/1/2021 through 10/31/2022)
\$983,708.49

Request approval to award a one (1) year renewal with a contract increase to PVS Technologies, Inc. to provide Ferric Chloride in the amount of \$983,708.49, for a new not-to-exceed amount of \$2,226,168.49, subject to the availability of lawfully appropriated funds.

Manager: Ruiz, Melinda M. - Mgr Business Operations
Director: Smith, Carole F. - Dir W/WW Asset Mgmt & Performance
VP: Vu, Hai X. - VP Water Wastewater Systems

APPROVALS:

	<u>9/30/21</u>
Chairman, Awards Committee	Date
	<u>09/30/2021</u>
Budget Representative	Date

**Formal Bid and Award System**

Award #3 October 31, 2019

Type of Award Request: INVITATION TO NEGOTIATE (ITN)
Requestor Name: Blackley, Peter J.
Requestor Phone: (904) 665-8377
Project Title: Bulk Ferric Chloride Supply
Project Number: 30140 (lines 977, 991)
Project Location: JEA
Funds: O&M
Budget Estimate: \$1,225,670.00

Scope of Work:

JEA requires the services of a Supplier(s) to provide Ferric Chloride (FeCl_3) and/or Ferric Sulfate ($\text{Fe}_2(\text{SO}_4)_3$) which is used for struvite control in our wastewater treatment process. The product will be delivered by the supplier in a bulk shipment via tanker to JEA Buckman Residuals Management Facility.

This project will positively affect the following JEA Measure of Value:

- **Community/Environmental:** Ferric chloride has been shown to reduce the amount of hydrogen sulfide in the biogas (methane) produced the Buckman Water Reclamation Facility (WRF). The biogas, when combusted in Buckman's flare, results in emissions of sulfur dioxide to the environment. Sulfur dioxide is a regulated and controlled emission under JEA's United States Environmental Protection Agency (USEPA) Title V Air Operating permit, reportable annually in tons of sulfur dioxide released. Use of ferric chloride during the pilot program has reduced hydrogen sulfide to record low levels and decreased sulfur dioxide emissions by over 99%.
- **Financial:** Reduced hydrogen sulfide content results in a higher quality gas and increases its commercial value, and decreases future capital and O&M costs by reducing the size of equipment needed to scrub the gas prior to use or sale. It also reduces damage caused by hydrogen sulfide to equipment, tanks and structures. Hydrogen sulfide is particularly aggressive in the destruction of concrete and ferrous metals. Ferric chloride, through binding with phosphorus in wastewater, eliminates free phosphorus that when released in the Buckman WRF anaerobic digestion process combines with other constituents to form struvite, a hard mineral deposit that occurs throughout the piping and process machinery that is difficult and costly to remove. The associated downtime and loss of production time and capacity is even more costly.

JEA IFB/RFP/State/City/GSA#: 102-19
Purchasing Agent: Kruck, Daniel R.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
PVS TECHNOLOGIES, INC.	Roshonda Gray	rgray@pvschemicals.com	10900 Harper Ave, Detroit, MI, 48213	(313) 571-1100	\$1,242,460.00

Amount for entire term of Contract/PO: \$1,242,460.00

Award Amount for remainder of this FY: \$569,460.83

Length of Contract/PO Term: Two (2) Years w/Two (2) – One (1) Yr. Renewals

Begin Date (mm/dd/yyyy): 11/01/2019

End Date (mm/dd/yyyy):

10/31/2021

Renewal Options:

Yes – Two (2) – 1 Yr. Renewals

JSEB Requirement:

N/A - Optional

BIDDERS:

Name	Description	First Round	BAFO	Rank
PVS TECHNOLOGIES, INC.	Ferric Chloride (Basis of Award)	\$1,863,690.00	\$1,863,690.00	1
	Ferric Sulfate (Alternate)	No Bid	No Bid	
KEMIRA WATER SOLUTIONS, INC.	Ferric Chloride (Basis of Award)	No Bid	No Bid	2
	Ferric Sulfate (Alternate)	\$1,538,299.80	\$1,538,299.80	
CHEMTRADE CHEMICAL US LLC	Ferric Chloride (Basis of Award)	No Bid	No Bid	3
	Ferric Sulfate (Alternate)	\$3,522,483.60	\$3,522,483.60	

Background/Recommendations:

Advertised on 07/16/2019. Two (2) companies attended the optional pre-response meeting held on 07/26/2019. At response opening on 08/20/2019, JEA received three (3) Responses. JEA stated the basis of award would be pricing for ferric chloride, which is currently being used to control struvite scaling. In addition to pricing for ferric chloride, JEA requested pricing of ferric sulfate, an alternate chemical that is being considered for use. However, ferric sulfate must be injected at a different location to limit additional hydrogen sulfide generation. In addition, JEA will need good mixing of the ferric sulfate with sludge and the right chemistry conditions. Capital improvements, which are estimated to be \$100,000, would be needed in order to inject ferric sulfate. A pilot study of ferric sulfate will also need to be conducted to determine its effectiveness and detrimental effects, if any.

PVS Technologies was the only Respondent that provided pricing for ferric chloride. Kemira Water Solutions, Inc. and Chemtrade Chemical US LLC only provided pricing for ferric sulfate. All three companies were short-listed to and invited to submit Best and Final Offers (BAFO) to increase the competition. During the BAFO round, PVS Technologies, Inc. was still the only company to provide pricing for ferric chloride. JEA evaluated the companies on price, and PVS Technologies, Inc. is deemed the lowest responsive and responsible Respondent. A copy of the Response Form and Workbook are attached as backup.

In consideration of the lower costs for the ferric sulfate option, JEA has reduced the term of this contract to two (2) years while the pilot study for ferric sulfate is completed. The difference between the BAFO total and the award total is due to the reduction in length of the contract.

PVS Technologies Inc. is the only bulk manufacturer of ferric chloride in this region, thus, reducing competition for this solicitation. JEA currently buys ferric chloride from PVS Technologies Inc. as part of the recent trial to reduce hydrogen sulfide and control struvite formation. The award estimate was based on the current pricing from the pilot program. The unit price is 1.4% higher than current pricing from the pilot program, resulting in a cost increase of \$8,395.00 over the term of the contract. The unit prices may be increased annually with industry documentation support; however, in no event will the annual price adjustment exceed five percent (5%).

The contract spend details are below:

- FY20: \$569,460.83
- FY21: \$621,230.00
- FY22: \$51,769.17

102-19 – Request approval to award a two (2) year contract to PVS Technologies, Inc. for Bulk Ferric Chloride Supply in the amount of \$1,242,460.00, subject to the availability of lawfully appropriated funds.

Manager: Durrett, Michael E. – Mgr Wastewater Treatment and Reuse - Buckman

Director: Vu, Hai X – Dir W/WW & Reuse Treatment

VP: Calhoun, Deryle I. Jr – VP/GM Water Wastewater Systems

APPROVALS:

 10/31/19

Chairman, Awards Committee **Date**

 10/31/19

Manager, Capital Budget Planning **Date**

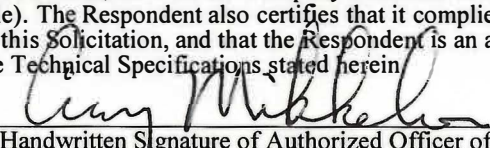
Addendum 1 - BAFO Response Form
102-19 Bulk Ferric Chloride Supply

Submit an electronic copy to krucdr@jea.com

Company Name: PVS Technologies, Inc.
Company's Address 10900 Harper Avenue, Detroit, MI 48213
Phone Number: 313-571-1100 FAX No: 313-571-6765 Email Address: bids@pvschemicals.com
License Number: _____

RESPONSE SECURITY REQUIREMENTS <input checked="" type="checkbox"/> None required <input type="checkbox"/> Certified Check or Bond Five Percent (5%)		TERM OF CONTRACT <input type="checkbox"/> One Time Purchase <input checked="" type="checkbox"/> Annual Requirements – Three (3) Yrs w/Two (2) – 1 Yr. Renewals <input type="checkbox"/> Other, Specify- Project Completion	
SAMPLE REQUIREMENTS <input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Response Opening <input type="checkbox"/> Samples may be required subsequent to Response Opening		SECTION 255.05, FLORIDA STATUTES CONTRACT BOND <input checked="" type="checkbox"/> None required <input type="checkbox"/> Bond required 100% of Response Award	
QUANTITIES <input type="checkbox"/> Quantities indicated are exacting <input checked="" type="checkbox"/> Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.		INSURANCE REQUIREMENTS Insurance required	
PAYMENT DISCOUNTS <input type="checkbox"/> 1% 20, net 30 <input type="checkbox"/> 2% 10, net 30 <input checked="" type="checkbox"/> Other <u>net 30</u> <input type="checkbox"/> None Offered	SUNSHINE LAW ACKNOWLEDGEMENT <u>CLM</u> (Initials) I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my response will be disclosed to the public "as-is".		
ENTER YOUR BAFO RESPONSE FOR ITN 102-19		TOTAL BAFO RESPONSE PRICE	
Total BAFO Response Price for the Project (enter total from the Response Workbook)		\$ 1,863,690.00	

RESPONDENT'S CERTIFICATION

By submitting this Response, the Respondent certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Respondent's Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Respondent also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation, and that the Respondent is an authorized distributor or manufacturer of the equipment that meets the Technical Specifications stated herein.	
We have received addenda # <u>1</u> through _____	<div align="right"> August 16, 2019</div> <div>Handwritten Signature of Authorized Officer of Company or Agent Date</div> <div>Craig Mikkelsen / Vice President of Sales & Marketing Printed Name and Title</div>

102-19 BAFO - Response Workbook						
Item	Description	UOM	Approx. Annual Volume	Three Year Forecast	Unit Cost/Gallon	Estimated Total Cost
1	Ferric Chloride	Gallons	419,750	1,259,250	\$ 1.48	\$ 1,863,690.00
2*	Ferric Sulfate	Gallons	371,570	1,114,710	\$ No Bid	\$ No Bid -

* Estimates for Bid Purposes Only. Estimate based on consultant dosing recommendations.

Perez, Joe L. - Procurement Category Manager

From: Veale, Marc <MVeale@PVSCchemicals.com>
Sent: Wednesday, June 2, 2021 11:08 AM
To: Perez, Joe L. - Procurement Category Manager; Mikkelson, Craig
Cc: Smith, Thaliah D. - Contract Specialist; Beard, Heather Burnett - Manager Procurement Contracts; King, George D.; Kruck, Daniel R.
Subject: RE: Contract Renewal - CPA 185947 - Bulk Ferric Chloride Supply
Attachments: Chemtrade HCl Price Increase May 18 2021.pdf; Global_ChlorAlkali_Market_Focus_Issue_16.pdf; JH HCl Increase.docx; Oxy Cl2 Price Increase.pdf; Westlake Cl2 Price Increase.pdf

[External Email - Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.]

Joe,

Due to increasing raw material and transportation cost PVS will need to increase the ferric chloride price by \$25 DT to renew our contract for 2021 to 2022 contract dates. I have enclosed some supporting data on the increasing cost of raw materials that PVS is incurring.

The renewal price for ferric chloride is \$690 DT delivered net for the Nov 1, 2021/ Oct 31, 2022 contract date.

Let PVS know if this acceptable.



Marc Veale
Senior Account Manager/ Product Manager



Mobile: +1 (864) 325-5675 | **Email:** mveale@pvschemicals.com

Address: 10900 Harper Avenue Detroit, MI 48213, USA | **Web:** www.pvschemicals.com

From: Perez, Joe L. - Procurement Category Manager <perejl@jea.com>
Sent: Thursday, May 27, 2021 5:52 PM
To: Veale, Marc <MVeale@PVSCchemicals.com>; Mikkelson, Craig <CMikkelson@PVSCchemicals.com>
Cc: Smith, Thaliah D. - Contract Specialist <smittd@jea.com>; Beard, Heather Burnett - Manager Procurement Contracts <bearhb@jea.com>; King, George D. <kinggd@jea.com>; Kruck, Daniel R. <krucdr@jea.com>
Subject: RE: Contract Renewal - CPA 185947 - Bulk Ferric Chloride Supply

! This email message is from an external sender. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Marc:



Formal Bid and Award System

Award #6 September 30, 2021

Type of Award Request: INVITATION TO NEGOTIATE (ITN)
Requestor Name: Hightower, Justin
Requestor Phone: (904) 665-8357
Project Title: JEA Light and Medium Duty Vehicle Procurement Acquisition
FY22 Project Numbers: 22236010, 22136007, & 22236001
FY23 Project Numbers: TBD
Project Location: JEA
Funds: Capital
Budget Estimate: \$3,144,500.00

Scope of Work:

The purpose of this Invitation to Negotiate (the "ITN") is to solicit pricing for the purchase of eighty (80) vehicles within the vehicle class categories of 112, 115, 116, 117, 119, 122, 123, 130 and 136 for JEA's FY22 and some FY23 fleet capital requirements for replacement for the Electric and Water departments and expansion for the Water department. During the solicitation process, it was determined to be in the best interests for JEA to proceed with an award of only the following subset of assets:

- Electric Replacement – 4 Units (Index # 211-E)
- Water Replacement – 23 Units (Index # 211-W)
- Water Expansion – 4 Units (Index # 211-02W)

JEA IFB/RFP/State/City/GSA#: 1410379446-21
Purchasing Agent: Pearson, Kenny R.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Amount
DUVAL FORD	Bambi Darr	bambi.darr@duvalfleet.com	1615 Cassat Ave. Jacksonville, FL 32210	\$3,264,858.00

Amount for entire term of Contract/PO: \$3,264,858.00
Award Amount for remainder of this FY: \$0.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 10/01/2021
End Date (mm/dd/yyyy): Project Completion
JSEB Requirement: N/A – No JSEBs available

BIDDERS:

Name	Original Bid Amount	# of Vehicle Groupings Bid	Proposed Award Amount	# of Vehicle Groupings to be Awarded
DUVAL FORD	\$3,264,858.00	3	\$3,264,858.00	3

Background/Recommendations:

Advertised on 08/25/2021. Ten (10) companies attended the mandatory pre-response meeting on 8/31/2021. At Response opening on 9/21/2021, JEA received one (1) Response. It should be noted that during the bidding process, JEA reduced the cap on the Liquidated Damages (LD) from ten percent (10%) to five percent (5%) of the total contract value, and modified the structure of the Liquidated Damages to measure the portion of the work in which the respondent is solely responsible for such as placing order timely, upfittings, decals, etc.. The LD clock will start after receipt of the truck on the supplier lot, and the supplier will have ninety (90) days to deliver the truck to New Kings Road per the technical specification. The idea behind this was to take out the uncertainty in the market, and only hold the vendor responsible for what they can control. This was done via addendum prior to bid opening after discussions with the supply base. JEA still only received one bid.

The basis of award is to the contract to the lowest cost Respondent for each light and medium duty vehicle groupings included in this solicitation, and companies were encouraged to bid multiple groupings for efficiency purposes. Eight (8) original groupings were included in the solicitation, but only three (3) of the eight (8) groupings were bid on by Duval Ford. A copy of the detailed bid analysis is attached as backup and the proposed award breakout by vehicle grouping is identified below:

Vehicle Grouping	Vehicles	Proposed Awardee	Original Bid Price	BAFO Price /Proposed Award
Group 1	Chevrolet Bolt Electric Vehicle - Base	N/A	N/A	N/A
Group 2	4X4 Sport Utility Vehicle - Base	N/A	N/A	N/A
Group 3	4X2 Half Ton Pickup - Base, Option A and F 4X4 Half Ton Pickup - Options C 4X4 Half Ton Crew Cab Pickup -Option A, E & F 4X2 Half Ton Ext Cab Pickup –Option C & F 4X4 Half Ton Ext Cab Pickup – Base, Option A, B, & F	N/A	N/A	N/A
Group 4	4X2 One Ton Std Cab Srw Diesel Pickup 8'- Base 4X2 One Ton Std Cab Srw Utility Body 8'- Option C 4X4 One Ton Ext Cab Srw Utility Body 8'- Base	Duval Ford	\$397,474.00	\$397,474.00
Group 5	4X2 One Ton Mid Height Van - Options A, C, F, G, and H	N/A	N/A	N/A
Group 6	4X2 Half Ton Extended Cab Utility Body 8' – Base 4X4 Half Ton Extended Cab Utility Body 6'6" – Base	N/A	N/A	N/A
Group 7	4X2 One Ton Std Cab Stake/Liftgate 16' – Base 4X4 One Ton Std Cab Utility 11' - Option G & M 4X2 One Ton Std Cab Utility 11' – Option B & E 4X2 One Ton Std Cab Utility 9' – Base, Option B & L	Duval Ford	\$1,849,512.00	\$1,849,512.00
Group 8	4X2 One Ton Ext Cab Utility 11' – Option B, F and J 4X4 One Ton Ext Cab Utility 11'- Option B	Duval Ford	\$1,017,872.00	\$1,017,872.00

It should be noted for groupings one (1) & two (2) there were no bids received and JEA is exploring an alternative sourcing option through Florida Sheriff's Association (FSA), as they are smaller groupings at the informal

thresholds and believe it is in the best interest of JEA to utilize FSA pricing to timely source the items. Grouping three (3) & five (5) there were no bids received and JEA is exploring an alternative sourcing strategy to meet supplier feedback on how they would need a bid structured to participate given current market complexities. The changes are listed below.

- We are changing the sourcing method from ITN to IFB for a more simplistic bid and faster turnaround time.
- We reduced the LDs from \$100/day to \$35/day.
- We reduced the LD cap from 10% to 5%, as modified in this solicitation.
- We eliminated hard dates for delivery as modified in this solicitation; however, we further extended the amount of time the dealer has to work on the trucks after delivery to their lot from 90 days to 120 days.
- We revised language on LED lighting and tow hooks as optional to upfitting.

Lastly, grouping six (6) there were no bids received due to Chevrolet closing their order window for FY22 earlier than prior years on their half ton and one ton trucks. For this grouping, JEA will convert the ask to Ford F-series since Chevrolet is no longer taking FY22 orders, and will also use the alternative sourcing strategy as mentioned above. These new solicitations will hit the street no later than mid-October to see if we can increase competition on items not bid in this solicitation. If we still can't get competition after these changes, we will use the FSA contract pricing to wrap up the FY22 orders.

When comparing JEA's past pricing to the proposed winning supplier for each respective grouping, on average JEA's new pricing will be seventeen percent (17%) higher, largely based on inflation and current market conditions. This percentage was determined by taking the last price paid and comparing those prices to the quoted unit prices of this solicitation from FY20 through FY21 purchases. There were some units where no past pricing information was available for comparison purposes, as the specific assets have never been purchased prior to this solicitation, those were not included in the calculations when determining the increase. JEA will see a cost increase of \$222,465.00 across comparable light and medium duty vehicles. Feedback during the solicitation indicated that previous incentives for government purchases have been suspended by most OEMs to combat rising costs in the supply chain and that while incentives will most likely return in the future, this timeline is not certain and vehicle costs will continue to rise.

We believe it is in the best interest of JEA to move forward with award to groupings four (4), seven (7), & eight (8) as proposed despite low competition, as we believe pricing is reasonable with current market conditions. It should be noted that Duval Ford was the largest awardee on the FY21 solicitation performed in 2020. Duval Ford has also been a historically well performing vendor for both quality of work and timeliness of capital purchases, and also historically very competitive in past solicitations as well.

Request approval to award a contract to Duval Ford for the combined purchase of thirty-one (31) vehicles within the vehicle class categories of 119, 122, 122+, 123, and 136 for JEA's FY 22 and some FY23 fleet capital requirements, for a total not-to-exceed amount of \$3,264,858.00, subject to the availability of lawfully appropriated funds.

Manager: Justin Hightower – Manager, Fleet Services & Business Operations

VP: McElroy, Alan – VP of Supply Chain and Operations Support

APPROVALS:

 9/30/21

Chairman, Awards Committee

Date

Stephanie M. Nealy

09/30/2021

Budget Representative

Date

AWARD CATEGORY	Fiscal Year	Item Number	Item Name	DESCRIPTION
Group 4				
4	FY22	4a	Truck 14	TRUCK 1 T SRW PICKUP 8'
4	FY22	4b	Truck 15	TRUCK 1 T SRW UTILITY 8'
4	FY22	4c	Truck 16	TRUCK 1 T EXT CAB SRW 4X4 UTILITY VAN BODY 8'
Group 7				
7	FY22	7a	Truck 20	TRUCK 1 T STAKE/LIFTGATE 16'
7	FY22	7b	Truck 21	TRUCK 1 T 4X4 UTILITY 11'
7	FY22	7c	Truck 22	TRUCK 1 T UTILITY 11'
7	FY22	7e	Truck 23	TRUCK 1 T UTILITY 9'
7	FY22	7f	Truck 24	TRUCK 1 T UTILITY 9'
7	FY23	7g	Truck 25	TRUCK 1 T 4X4 UTILITY 11'
7	FY23	7h	Truck 26	TRUCK 1 T UTILITY 11'
7	FY23	7i	Truck 27	TRUCK 1 T UTILITY 9'
Group 8				
8	FY22	8a	Truck 28	TRUCK 1 T EXT CAB UTILITY 11'
8	FY22	8b	Truck 29	TRUCK 1 T EXT CAB UTILITY 11'
8	FY23	8c	Truck 30	TRUCK 1 T EXT CAB 4X4 UTILITY 11'
8	FY23	8d	Truck 31	TRUCK 1 T EXT CAB UTILITY 11'
Grand Total				

[illegible]

Supplier's Unit Price	Supplier's Ext.	Estimated Price	Budget Estimated Price EXT	Last Price
	\$ 397,474.00		\$ 309,500.00	
\$ 57,902.00	\$ 57,902.00	\$ 60,000	\$ 60,000.00	\$ 50,980.55
\$ 66,550.00	\$ 266,200.00	\$ 50,000	\$ 200,000.00	\$ 28,399.00
\$ 73,372.00	\$ 73,372.00	\$ 49,500	\$ 49,500.00	\$ 58,836.28
	\$ 1,849,512.00		\$ 1,835,000.00	
\$ 80,487.00	\$ 80,487.00	\$ 70,000	\$ 70,000.00	\$ 66,512.00
\$ 78,510.00	\$ 157,020.00	\$ 90,000	\$ 180,000.00	\$ 65,579.00
\$ 76,603.00	\$ 76,603.00	\$ 125,000	\$ 125,000.00	\$ 61,464.00
\$ 72,461.00	\$ 72,461.00	\$ 70,000	\$ 70,000.00	\$ 45,708.38
\$ 77,561.00	\$ 155,122.00	\$ 70,000	\$ 140,000.00	\$ 45,708.38
\$ 111,090.00	\$ 111,090.00	\$ 125,000	\$ 125,000.00	\$ 100,757.71
\$ 133,857.00	\$ 669,285.00	\$ 125,000	\$ 625,000.00	\$ 116,667.00
\$ 131,861.00	\$ 527,444.00	\$ 125,000	\$ 500,000.00	\$ 72,251.00
	\$ 1,017,872.00		\$ 1,000,000.00	
\$ 114,524.00	\$ 114,524.00	\$ 125,000	\$ 125,000.00	\$ 97,363.00
\$ 82,622.00	\$ 82,622.00	\$ 125,000	\$ 125,000.00	\$ 68,711.00
\$ 138,859.00	\$ 277,718.00	\$ 125,000	\$ 250,000.00	\$ 128,616.00
\$ 135,752.00	\$ 543,008.00	\$ 125,000	\$ 500,000.00	\$ 116,667.00
	\$ 3,264,858.00		\$ 3,144,500.00	

Estimated Price EXT	Price Delta %	FY	Project #
\$ 223,412.83	78%		
\$ 50,980.55	14%	FY19	WR
\$ 113,596.00	134%	FY09	WR
\$ 58,836.28	25%	FY21	WR
\$ 1,369,355.85	35%		
\$ 66,512.00	21%	FY21	ER
\$ 131,158.00	20%	FY21	WE
\$ 61,464.00	25%	FY20	WR
\$ 45,708.38	59%	FY15	ER
\$ 91,416.76	70%	FY15	ER
\$ 100,757.71	10%	FY18	WR
\$ 583,335.00	15%	FY21	WR
\$ 289,004.00	83%	FY16	WR
\$ 889,974.00	14%		
\$ 97,363.00	18%	FY21	WE
\$ 68,711.00	20%	FY21	WE
\$ 257,232.00	8%	FY20	WR
\$ 466,668.00	16%	FY21	WR
\$ 2,482,742.68	32%		

\$ (782,115.32)

Notes
Do not have one of these in the fleet; last price is an ext cab 4x4 - \$3000
FY09 Pricing
Do not have one of these in the fleet with a van body
Do not have standard cab 4x4 utility in our fleet; price is for 4x2+\$3000
Not sure options on last price purchased, 7 years ago pricing
7 years ago pricing
Do not have a 4x4 option currently in the fleet; last price is 4x2+\$3000
We have not purchased a 9' body with 7500 lb crane; last price is 4000 lb crane in FY16
Different option than last similar purchased; FY 20 option included man basket which was a \$7640 increase in price