

# Welcome to the JEA Awards Meeting

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

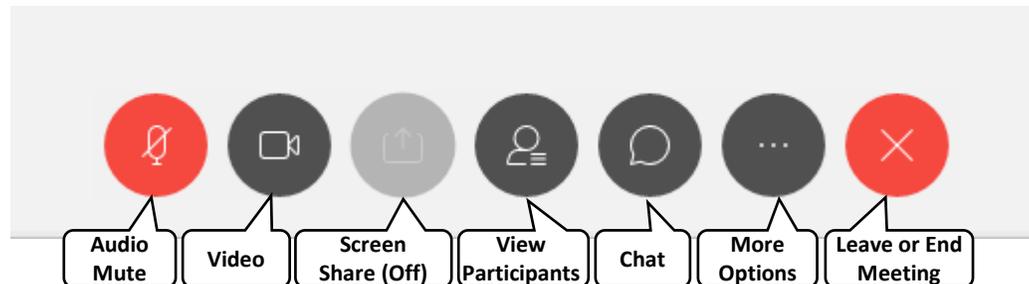
We will unmute your lines during the public comment time and provide opportunity for you to speak.

During the meeting, interested persons can also email **Halley Stewart** at [reimhj@jea.com](mailto: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 Stewart** by telephone at **(904) 665-8815** or by email at [reimhj@jea.com](mailto: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, May 26, 2022

**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): 2309 526 2709  
WebEx Password: cQMmJPHA823

### **Public Comments:**

### **Awards:**

1. Approval of the minutes from the last meeting (05/19/2022).
2. Request approval for a one (1) year renewal award to Utility Consumer Analytics, a Division of N. Harris Computer Corporation for Utility Tracker Portal Tool in the amount of \$274,033.56, with a new not-to-exceed amount of \$796,002.24, subject to the availability of lawfully appropriated funds.
3. Request approval to award contract to Fisher Scientific Company, LLC for the purchase of laboratory supplies and equipment in the amount of \$126,217.65, for a new not to exceed amount of \$426,217.65, subject to lawfully appropriated funds.
4. Request approval to award a one (1) year renewal to Bill2Pay LLC, for customer payment processing services in the amount of \$138,695.02, with a new not to exceed amount of \$640,761.82, subject to the availability of lawfully appropriated funds.
5. 1410618646 - Request approval to award a contract to Evanlily Contracting, LLC for Fiber Engineering Services in the amount of \$237,343.00, subject to the availability of lawfully appropriated funds.
6. Request approval to award a contract renewal and increase to Zabatt Power Systems for Repair and Maintenance of Generators in the amount of \$1,911,434.20, for a total not-to-exceed amount of \$6,441,786.40, subject to the availability of lawfully appropriated funds.
7. **DEFERRED** - 1410569646-22 - Request approval to award a contract to Cumberland International Trucks of Florida, LLC. for JEA Fleet Straight Trucks in the amount of \$4,235,024.00, subject to the availability of lawfully appropriated funds.
8. Request approval to award a change order to Pickett & Associates Inc for additional engineering support & services during construction in the amount of \$67,304.00, for a new not-to-exceed amount of \$928,746.00, subject to the availability of lawfully appropriated funds.
9. Request approval to award a change order to Milton J. Wood Fire Protection Inc. for construction services for electrical and mechanical upgrades to Kennedy Generating Station Unit K38 in the amount of \$189,480.00, for a new not-to-exceed amount of \$1,068,105.00, subject to the availability of lawfully appropriated funds.
10. Request approval to award a contract to Florida Aquastore and Utility Construction, Inc. to disassemble the sludge holding tank and re-assemble it at the Mandarin WTF in the amount of \$655,395.00, subject to the availability of lawfully appropriated funds.

11. Request approval to award a contract increase to Gresco Supply, Inc. for Primary Underground Cable for JEA Inventory Stock in the amount of \$15,617,388.21, for a new total not-to-exceed amount of \$34,326,377.07, 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.

## 05-26-2022 Awards Committee

	<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 05/19/2022 meeting.
2	Renewal/Assignment	Dutton	\$392,450.00	\$274,033.56	Utility Consumer Analytics, a Division of N. Harris Computer Corporation	One (1) Year w/Two (2) - One (1) Yr. Renewals	<p><b><u>Utility Tracker Portal Tool</u></b>                      The goal of the JEA Customer Energy and Water Management Portal project centers around providing JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal (My Utility Tracker) that will assist them in understanding their usage patterns and provide them information to improve the energy efficiency of their home or business. The project is part of the JEA/Department of Energy (DOE) Smart Grid program and the tool and services are deliverables identified in the JEA/DOE Smart Grid Project Execution Plan (PEP).</p> <p>This renewal request is to utilize the second one (1) year term from 07/01/2022 to 06/30/2023, and add \$274,033.56 in funding. The purpose of this request is for Utility Consumer Analytics to continue to manage the utility tracker online portal tool on jea.com while JEA competitively bids the functionality in this renewal year for continued service beyond 06/30/2023. Note, the tool is aging and doesn't provide the newer functionality our Customers require without a base platform upgrade at considerable expense.</p> <p>The Utility Consumer Analytics contract will specify that the contract may be terminated with a sixty (60) day notice, and the \$274,033.56 will be paid on a quarterly basis in the amount of \$68,508.39. Utility Consumer Analytics held the price flat for the previous annual renewal however due to market pressure they are charging a 4% annual increase on this renewal which is the typical historical increase over the life of this contract. The draft amendment and pricing offer is attached as back-up. The contract budget would be for the one-year amount of \$274,033.56, itemized as follows:</p> <p>Line Item 1: Alerts/Email/SMS - \$2,570.40                      Line Item 2: License Fee - \$118,524.36                      Line Item 3: Hosting Fees - \$81,824.40                      Line Item 4: Maintenance Fees -\$71,114.40</p> <p>Request approval for a one (1) year renewal award to Utility Consumer Analytics, a Division of N. Harris Computer Corporation for Utility Tracker Portal Tool in the amount of \$274,033.56, with a new not-to-</p>

## 05-26-2022 Awards Committee

							exceed amount of \$796,002.24, subject to the availability of lawfully appropriated funds.
3	Publicly Procured Contract (Piggyback, State of Florida)	Young	\$223,041.00	\$126,217.65	Fisher Scientific Company, LLC	Five (5) Years w/ up to 3 year renewals	<p><b><u>Laboratory Equipment and Supplies</u></b></p> <p>This request is to purchase laboratory supplies and equipment for the JEA Main Street Laboratory. The Award is piggybacking on the State of Florida contract with Fisher Scientific Company, LLC.</p> <p>On 04/01/2015 the State of Florida executed a competitively bid contract (ITN15NH-105 Research Laboratory Supplies) with Fisher Scientific Company, LLC. The contract has been renewed yearly, with the latest expiration date of 03/31/2023. Upon review of the pricing for the laboratory supplies and equipment, it was determined that piggybacking off of the State of Florida contract was reasonable when compared to the last JEA bid for these supplies and laboratory equipment.</p> <p>JEA awarded an informal piggyback CPA using this contract on March 18, 2021 for a NTE of \$300,000.00. Currently, there is \$28,782.35 remaining on the CPA. With the most recent contract renewal, JEA needs to add an additional \$126,217.65 in order to fund laboratory supplies and materials as well as capital laboratory equipment for the rest of the contract term.</p> <p>Request approval to award contract to Fisher Scientific Company, LLC for the purchase of laboratory supplies and equipment in the amount of \$426,217.65.</p>
4	Renewal	Pressley	\$150,000.00	\$138,695.02	Bill2pay, LLC	Three (3) Years w/ One (1) – 1 Yr. Renewal	<p><b><u>Customer Payment Processing Services - Bank to Bank and Lockbox</u></b></p> <p>This scope of work is for processing of bank to bank and lockbox customer payment services. Bank to bank customer payment processing shall securely handle electronic payments via electronic check (ACH), from third party billers. The provider of lockbox payment services shall complete manual transactions of payment items received from JEA's USPS P.O. box location.</p> <p>This request is to award JEA's one (1) year contract renewal option to Bill2Pay in the amount of \$138,695.02 from 07/01/2022 to 06/31/2023 to maintain the existing scope of the current contract. This contract enables customers to pay their utility bills via a physical check or electronic bank to bank transfers. When compared to the current rates, the new contract increases rates for electronic file processing services \$0.04 per transaction to \$0.053 per transaction. Seventy-six (76%) of JEA's electronic file processing services are filed through Checkfree that increased its rates from \$0.04 to \$0.06 per transaction. The remaining twenty-four (24%) of the volume are processed through two additional providers with no cost</p>

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							<p>increases. The renewal rates for lockbox payment services remain unchanged. See award backup for details. JEA intends to re-bid this contract prior to expiration of this renewal.</p> <p>Request approval to award a one (1) year renewal to Bill2Pay LLC, for customer payment processing services in the amount of \$138,695.02, with a new not to exceed amount of \$640,761.82, subject to the availability of lawfully appropriated funds.</p>
5	Proposal	Selders	\$200,000.00	\$237,343.00	Evanlily Contracting, LLC	Project Completion	<p><b><u>Fiber Engineering Services for Nassau Wastewater (WW) Treatment Facility</u></b></p> <p>The purpose of this solicitation for Fiber Engineering Services for Nassau Waste Water Treatment Facility is to evaluate and select a vendor to provide the services as described in this Solicitation (the "Work") and to determine the best method for JEA to procure the Work with regards to pricing, quality, design, and workmanship. JEA is requesting engineering services to design a 144ct ADSS fiber cable beginning at William Burgess and Main St in Nassau County to JEA's WW Treatment facility off of Amelia Concourse. The proposed fiber route will run north on Main St. to SR 200, go east on SR 200 to Amelia Concourse, then south on Amelia Concourse for 2,500ft to the entrance of JEA WW treatment facility.</p> <p>This request is for a \$237,343.00 not to exceed cap for engineering services for design of a 144ct ADSS fiber cable beginning at William Burgess and Main St in Nassau County to JEA's WW Treatment facility off of Amelia Concourse. The proposed fiber route will run north on Main St. to SR 200, go east on SR 200 to Amelia Concourse, then south on Amelia Concourse for 2,500ft to the entrance of JEA WW treatment facility.</p> <p>It is expected that the company will have the expertise and resources to provide all of these services, and sufficient staff must be available in order to respond within forty-eight (48) hours in an emergency and within three (3) to four (4) days for routine requests.</p> <p>1410618646 - Request approval to award a contract to Evanlily Contracting, LLC for Fiber Engineering Services in the amount of \$237,343.00, subject to the availability of lawfully appropriated funds.</p>
6	Contract Increase/Renewal	McElroy	\$1,601,485.45	\$1,601,485.45	Zabatt Power Systems	Three (3) Years w/Two (2) - One (1) Yr. Renewals	<p><b><u>Facilities - Repair and Maintenance of Generators</u></b></p> <p>It is the purpose of this solicitation to obtain a Contractor to perform the scheduled and emergency repair and maintenance of generators throughout the JEA service territory in the following counties: Clay, Duval, Nassau and St Johns. This work may include, but is not limited to, repairs to engines, generators, control panels, batteries, battery chargers, voltage regulators, jacket water heaters, fuel day tanks, fuel tanks, fuel tank controls, alarms, and related switches.</p>

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							<p>Originally competitively bid and awarded on 06/13/2019 in the amount of \$4,118,502.00. An administrative increase was approved on 11/02/2021 in the amount of \$411,850.20 in order to fund the contract to the original end date. A copy of the previous award document is attached for reference.</p> <p>Zabatt Power Systems has performed well under this contract and JEA desires to exercise the available one (1) year renewal for the forecasted amount of \$1,911,434.20. Zabatt has agreed to renew this contract at their current contract rates and the unit prices are fixed for the term of the contract. The budget estimate was based on the budget for FY23. The variance between the budget estimate and the renewal amount includes the addition of 100 new assets requiring maintenance. The additional funds required to support this increase have been identified under an alternate approved line item.</p> <p>Request approval to award a contract renewal and increase to Zabatt Power Systems for Repair and Maintenance of Generators in the amount of \$1,911,434.20, for a total not-to-exceed amount of \$6,441,786.40, subject to the availability of lawfully appropriated funds.</p>
<b>7-Defer</b>	Defer	Defer	Defer	Defer	Defer	Defer	Defer
<b>8</b>	Change Order	Erixton	\$1,000,000.00	\$67,304.00	Pickett & Associates, Inc.	Project Completion (Est. 02/01/23)	<p><b>Engineering Services for the 69kV Circuit 663 Reconductor</b></p> <p>The scope of work includes design engineering for the 69kV Circuit 663 Reconductor. The site is located on real property owned by JEA from Firestone Substation at 6916 Rampart Rd, Jacksonville, FL 32244 to Hamilton Substation at 4534 Lexington Ave, Jacksonville, FL 32210. Due to the shutdown of the SJRPP plant, JEA is experiencing a higher load from the west and southwest portions of the 69kV system. This causes the line to overload regularly under various contingencies. Switching out the line to one with a higher thermal rating will allow JEA to import additional power from FPL's Duval Substations to serve the increasing loads in the eastern portion of the 69kV system. It is approximated that 98 wood poles will need to be replaced with a combination of steel and spun-cast concrete poles. This is to accommodate the heavier conductor type and improve overall system reliability.</p> <p>This change order request is for engineering support services during construction for the Circuit 663 partial rebuild. This change order includes funding for services during construction \$51,020.00, additional GIS Support \$6,500.00, subsurface investigation \$9,794.00. JEA &amp; Pickett used the original negotiated rates to develop this Award amount and</p>

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							<p>negotiated fee's for work not included in the original scope. The change order quote is attached as backup.</p> <p>Request approval to award a change order to Pickett &amp; Associates Inc for additional engineering support &amp; services during construction in the amount of \$67,304.00, for a new not-to-exceed amount of \$928,746.00, subject to the availability of lawfully appropriated funds.</p>
9	Change Order	Erixton	\$966,000.00	\$189,480.00	Milton J. Wood Fire Protection, Inc.	Project Completion (Est. 2/2/23)	<p><b>Brandy Branch &amp; Kennedy Generating Station CO2 Fire Protection Life Safety Upgrade Project</b></p> <p>The purpose of this solicitation for Power Generating Facility Combustion Turbine CO2 Fire Protection System Upgrades (this "Solicitation") is to evaluate and select a vendor to upgrade the CO2 Fire Protection Systems on 4 generating units at 2 sites; Brandy Branch Generating Stations B51, B52, B53 and Kennedy Generating Station K37.</p> <p>Unit K38 not included in the original scope of work, has been found to have multiple components of the system demonstrating less than functional performance (i.e solenoid valves that allow the CO2 to light off the CO2 fire protection system not functioning properly). As a result, JEA made the determination to have Milton J. Wood increase the scope of the project to provide the same electrical and mechanical upgrades to Unit K38 to correct the operational issues discovered in that system.</p> <p>Request approval to award a change order to Milton J. Wood Fire Protection Inc. for construction services for electrical and mechanical upgrades to unit Kennedy Generating Station Unit K38 in the amount of \$189,480.00, for a new not-to-exceed amount of \$1,068,105.00, subject to the availability of lawfully appropriated funds.</p>
10	Single Source	Vu	\$660,000.00	\$655,395.00	Florida Aquastore and Utility Construction, Inc.	Project Completion (Expected: December 2022)	<p><b><u>Peak Shaving Storage Tank Relocation</u></b></p> <p>This project consists of disassembling the existing Aquastore bolted steel tank located at the Twin Creeks Wastewater Booster Pump Station and reinstalling it at the Mandarin Wastewater Treatment Facility (WTF). The tank will be used as a temporary sludge holding tank during repairs of the existing concrete sludge holding tanks.</p> <p>This project consists of disassembling the existing Aquastore bolted steel tank located at the Twin Creeks Wastewater Booster Pump Station and reinstalling it at the Mandarin Wastewater Treatment Facility (WTF). A concrete foundation pad will be constructed, and additional tank vents will be installed as well.</p> <p>The existing Aquastore tank at Twin Creeks Wastewater Booster Pump Station is no longer needed and was planned to be demolished and</p>

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							<p>disposed. Instead, the tank will be relocated to the Mandarin WTF, where it will be used for wastewater storage. Aquastore is the original equipment manufacturer of this tank and has a unique bolted technology and specialized jacking system to quickly disassemble and re-install the tank.</p> <p>The tank relocation costs are deemed reasonable based on previous similar projects. For comparison, the cost of a brand-new tank would have been \$825,000.00.</p> <p>Request approval to award a contract to Florida Aquastore and Utility Construction, Inc. to disassemble the sludge holding tank and re-assemble it at the Mandarin WTF in the amount of \$655,395.00.</p>
11	Contract Increase	McElroy	\$15,617,388.21	\$15,617,388.21	Gresco Supply, Inc.	Five (5) Years	<p><b><u>Primary Underground Cable for JEA Inventory Contract Renewal and Extension</u></b></p> <p>Originally bid and approved by the Awards Committee on 02/16/2017 to Gresco Supply, Inc. in the amount of \$18,708,988.86.</p> <p>This request is to exercise the renewal for this contract, and a one-year extension, which includes additional funding in the amount of \$15,617,388.21 along with the balance of the existing NTE to cover the \$19,014,650.38 of forecasted requirements through June 29, 2024. Gresco Supply, Inc., the distributor, has agreed to renew this contract for an additional two (2) years. By maintaining these items under a contract, JEA is guaranteed manufacturing slots by Prysmian, the manufacturer of the wire and cable. Gresco Supply, Inc. has also committed to maintain protected inventory on hand for the highest moving items, ensuring facilitating shortened lead-times and improved the availability of the underground cable along with reducing the need to hold as much Inventory for JEA. We have seen lead-times extend on spot buy wire and cable to approximately fifty two (52) weeks, so maintaining the current vendor with a slotting program is critical to ensure JEA has a reliable supplier during the supply chain disruptions, as slot program lead-times are approximately twenty four (24) to thirty (30) weeks. Changing vendors at this time is not in the best interest of JEA, and these additional two years will align the primary cable bid with the secondary cable contract, so we can rebid all cable at that time.</p> <p>There are a few notable changes to the terms which Gresco has proposed:</p> <ul style="list-style-type: none"> <li>• Index adjustments monthly instead of quarterly</li> </ul>

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						<ul style="list-style-type: none"> <li>• Upwards adjustment to the base pricing from which index adjustments will be made</li> <li>• Removal of three (3) of the eight (8) items found on the agreement due to inefficient manufacturing due to low volume needs of JEA. These will be handled on a spot buy basis as needs arise.</li> </ul> <p>Throughout the term of the agreement, JEA has seen cost increases on the unit cost due to commodity price increases which are adjusted quarterly based on copper and aluminum prices indexes and are capped at these index increases. These item costs increases have amounted to approximately sixty three percent (63%) on average over the five (5) year term. Lastly, JEA is additionally expected to see a one-time jump in costs as part of this renewal as indicated above; this is estimated to be a thirty percent (30%), or \$4,384,469.50 increase, which is attributed to increases in costs for transportation, labor, wood reels, and other ancillary costs which are fixed in our costs model contractually. JEA has reviewed the market, and believes the negotiated increases are still lower than a rebid and deems the changes reasonable.</p> <p>JEA is also seeing significant increases in the demand for underground cable with projections for the next two years being 67% higher than previous annual consumptions. This is primarily attributed to construction of new developments around Jacksonville. These future need forecasts were determined based on JEA operational needs and budget availability.</p> <p>Request approval to award a contract increase to Gresco Supply, Inc. for Primary Underground Cable for JEA Inventory Stock in the amount of \$15,617,388.21, for a new total not-to-exceed amount of \$34,326,377.07, subject to the availability of lawfully appropriated funds.</p>
<b>Total Award</b>				<b>\$18,907,341.89</b>		

**JEA AWARDS COMMITTEE  
MAY 19, 2022 MEETING MINUTES**

The JEA procurement Awards Committee met on May 19, 2022, in person with a WebEx option.

WebEx Meeting Number (access code): 2309 526 2709

WebEx Password: cQMmJPHA823

Members in attendance were Jenny McCollum as Chief Procurement Officer, Stephen Datz as Chairperson (onsite), Hai Vu as Vice Chairperson (onsite), Stephanie Nealy as Budget Representative, Rebecca Lavie as Office of General Counsel Representative; Ricky Erixton, Joe Orfano (onsite), and Laura Dutton. Unless otherwise indicated, all attendees were via WebEx.

Chair Datz called the meeting to order at 10:00 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 (5/12/2022). Chair Datz verbally presented the Committee Members the proposed May 12, 2022 minutes as presented.

**MOTION:** Hai Vu made a motion to approve the May 12, 2022 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 – 9:

2. Request approval to award a contract increase to Transformer Maintenance & Service, Inc. for painting services in the amount of \$488,055.00, for a new total not-to-exceed amount of \$1,517,430.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Joe Orfano made a motion to approve Award Item 2 as presented in the committee packet. The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

3. Request approval to award a contract increase to Mayo Clinic Florida for Covid-19 workplace return-to-work testing for JEA Employees in the amount of \$130,680.00, for a new not-to-exceed amount of \$430,680.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Laura Dutton made a motion to approve Award Item 3 as presented in the committee packet. The motion was seconded by Ricky Erixton and approved unanimously by the Awards Committee (5-0).

4. Request approval for a two (2) year renewal award to Trusted Hand Services, Inc. for Facilities Janitorial Services – Open Market for Downtown, Service Centers and other Sites in the amount of \$1,021,956.33, with a new not-to-exceed amount of \$2,195,569.73, subject to the availability of lawfully appropriated funds.

**MOTION:** Hai Vu made a motion to approve Award Item 4 as amended. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

5. 1410583446 – Request approval to award a contract to Register Roofing and Sheet Metal, Inc. for Facilities Roofing Repair and Installation Services in the amount of \$1,264,064.48, subject to the availability of lawfully appropriated funds.

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

6. 1410542646 – Request approval to award a contract to Underwater Mechanics Services LLC, for engineering services for the Circuit 853/822 Lattice Tower 39 foundation repair, in the amount of \$169,795.38, subject to the availability of lawfully appropriated funds.

**MOTION:** Ricky Erixton made a motion to approve Award Item 6 as presented in the committee packet. The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

7. Request approval to award payment to Florida Department of Transportation for US1 (Philips Hwy) Baymeadows Rd to Univ. Blvd Utility Replacement project in the amount of \$2,117,766.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Joe Orfano made a motion to approve Award Item 7 as presented in the committee packet. The motion was seconded by Laura Dutton and approved unanimously by the Awards Committee (5-0).

8. Request approval to award a single sourced contract to Chanute Manufacturing for feedwater heater bundles for Brandy Branch Units 2 and 3 in the amount of \$3,236,774.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Hai Vu made a motion to approve Award Item 8 as presented in the committee packet. The motion was seconded by Ricky Erixton and approved unanimously by the Awards Committee (5-0).

9. Request approval of a contract Termination for Default for JEA Contract No. 194522 with DB Civil Construction, LLC.

**MOTION:** Joe Orfano made a motion to approve Award Item 9 as presented in the committee packet. The motion was seconded by Hai Vu 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 10:41 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/](https://www.jea.com/About/Procurement/Awards_Meeting_Agendas_and_Minutes/)



# Formal Bid and Award System

Award #2      May 26, 2022

**Type of Award Request:** RENEWAL/ASSIGNMENT  
**Requestor Name:** Lawrence, Steven R.- Associate Program Manager  
**Requestor Phone:** 904-665-7747  
**Project Title:** Utility Tracker Portal Tool  
**Project Number:** 10001  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** \$392,450.00

**Scope of Work:**

The goal of the JEA Customer Energy and Water Management Portal project centers around providing JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal (My Utility Tracker) that will assist them in understanding their usage patterns and provide them information to improve the energy efficiency of their home or business. The project is part of the JEA/Department of Energy (DOE) Smart Grid program and the tool and services are deliverables identified in the JEA/DOE Smart Grid Project Execution Plan (PEP).

**JEA IFB/RFP/State/City/GSA#:** N/A  
**Purchasing Agent:** Woyak, Nathan J.  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Amount
UTILITY CONSUMER ANALYTICS, a Division of N. Harris Computer Corporation	Jerry Rahon	jrahon@harrisutilities.com	77 Westport Plaza, Suite 500, St Louis, MO 63146	\$274,033.56

**Amount of Original Award:** \$260,984.34  
**Date of Original Award:** 06/25/2020  
**Renewal Amount:** \$274,033.56

**List of Previous Renewals / Amendments:**

CPA#	Amount	Date
199813	\$260,984.34	05/21/2021

**New Not to Exceed Amount:** \$796,002.24  
**Length of Contract/PO Term:** One (1) Year w/Two (2) - One (1) Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 07/01/2020  
**End Date (mm/dd/yyyy):** 06/30/2023  
**Renewal Options:** None remaining

**JSEB Requirement:**

N/A - No JSEB opportunities have been identified

**Background/Recommendations:**

JEA first competitively bid these services in 2012. On 03/01/2012, the Awards Committee awarded a contract to Aclara Technologies for an original three (3) year period from 10/01/2012 to 09/30/2015. On 06/25/2020, the Awards Committee awarded a new sole source contract to Aclara Technologies through 06/30/2021, and approved the first one (1) year renewal. A copy of the previous award documentation is attached as back-up.

This renewal request is to utilize the second one (1) year term from 07/01/2022 to 06/30/2023, and add \$274,033.56 in funding. The purpose of this request is for Utility Consumer Analytics to continue to manage the utility tracker online portal tool on jea.com while JEA competitively bids the functionality in this renewal year for continued service beyond 06/30/2023. Note, the tool is aging and doesn't provide the newer functionality our Customers require without a base platform upgrade at considerable expense.

The Utility Consumer Analytics contract will specify that the contract may be terminated with a sixty (60) day notice, and the \$274,033.56 will be paid on a quarterly basis in the amount of \$68,508.39. Utility Consumer Analytics held the price flat for the previous annual renewal however due to market pressure they are charging a 4% annual increase on this renewal which is the typical historical increase over the life of this contract. The draft amendment and pricing offer is attached as back-up.

The contract budget would be for the one-year amount of \$274,033.56, itemized as follows:

- Line Item 1: Alerts/Email/SMS - \$2,570.40
- Line Item 2: License Fee - \$118,524.36
- Line Item 3: Hosting Fees - \$81,824.40
- Line Item 4: Maintenance Fees -\$71,114.40

It should also be noted that's s of 06/07/2021 Aclara Technologies entered into a definitive agreement with N. Harris Computer Corporation pursuant to which N. Harris Computer Corporation or an affiliate thereof, acquired certain of Aclara's consumer engagement analytics commercial software solutions, which will include an assignment of the Agreements to the acquiring entity (the "Assignment"). JEA's contract will be assigned to Utility Consumer Analytics, a Division of N. Harris Computer Corporation.

Request approval for a one (1) year renewal award to Utility Consumer Analytics, a Division of N. Harris Computer Corporation for Utility Tracker Portal Tool in the amount of \$274,033.56, with a new not-to-exceed amount of \$796,002.24, subject to the availability of lawfully appropriated funds.

- Manager:** Pippin, Brian C. - Strategic Segment Manager
- VP:** Pope, Jordan A - VP Corporate Strategy
- Chief:** Dutton, Laura M. – Chief Strategy Officer

**APPROVALS:**

---

**Chairman, Awards Committee** **Date**

---

**Budget Representative** **Date**



**AMENDMENT 8  
TO CONTRACT #122993  
BETWEEN  
JEA and  
Utility Consumer Analytics**

**THIS AMENDMENT NUMBER 8** ("Eighth Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022, (the "Effective Date"), by and between JEA, a body politic and corporate located at 21 W. Church St, Jacksonville, Florida, 32202, and UTILITY CONSUMER ANALYTICS, a Division of N. Harris Computer Corporation, with its principal office located at \_\_\_\_\_ (hereinafter called the "Company"), as successor in interest to ACLARA TECHNOLOGIES LLC, a corporation existing under the laws of the State of Ohio, with its principal office located at 77 Westport Plaza, Suite 500, St Louis, MO 63146.

**RECITALS:**

WHEREAS, on March 1, 2012, the parties made and entered into an agreement (the "Original Agreement") under which Company agreed to provide software, hosting, maintenance and support services for the ACLARA for My Utility Tracker through October 1, 2015 ("Term.") with the option of one (1), one (1) year renewal option pursuant to JEA Contract Number 122993, with a Maximum Indebtedness of **Six Hundred Eighty Thousand and 00/100 Dollars (\$680,000.00)**; and

WHEREAS, on or about March 12, 2013, IBA added the "Aclara Mobile Experience" to the implementation contract, and increased the Maximum Indebtedness by **Fifty Thousand and 00/100 Dollars (\$55,000.00)** to make the new Maximum Indebtedness total **Seven Hundred Twenty-Six Thousand and 00/100 Dollars (\$726,000.00)**; and

WHEREAS, on or about September 11, 2014, JEA increased the Maximum Indebtedness in the amount of **One Hundred Seventeen Thousand Three Hundred Eighty-Nine and 00/100 Dollars (\$117,389.00,389.00)**; and

WHEREAS, on or about October 3, 2014, JEA administratively increased the Maximum Indebtedness, as allowed by the JEA Procurement Code, in the amount of **One Thousand Two Hundred Thirty-Nine and 68/100 Dollars (\$1,239.68)**; and

WHEREAS, on September 17, 2015, JEA increased the Maximum Indebtedness, as approved by the JEA Awards Committee, in the amount of **One Hundred Twenty Seven Thousand Nine Hundred Thirty Four and 00/100 Dollars (\$127,934.00)**, extended the Term of the Original Agreement by an additional six (6) months, making the new expiration date March 31, 2016 and implemented monthly reporting of the Tracker Web Stats report and WHEREAS, on or about October 22, 2015, JEA administratively increased the Maximum Indebtedness, as allowed by the JEA Procurement Code, in the amount of **One Thousand Four Hundred Forty and 00/100 Dollars (\$1,440.00)**; and

WHEREAS, on April 22, 2016, JEA increased the Maximum Indebtedness, as allowed by the JEA Procurement Code, in the amount of **Two Hundred Fifty-Five**

**Thousand Eight Hundred Sixty- Seven and 00/100 Dollars (\$255,867.00)** for a new not to exceed amount of **One Million Two Hundred Twenty Nine Thousand Eight Hundred Sixty-Nine and 68/100 Dollars (\$1,229,869.68)**, and extended the Term of the Original Agreement by an additional one year, making the new expiration date March 31, 2017; and

WHEREAS, on April 1, 2017, JEA increased the Maximum Indebtedness by **Two Hundred Fifty-Five Thousand Eight Hundred, Sixty-Seven and 00/100 Dollars (\$255,867.00)**, and extended the Term of the Original Agreement by an additional one year making the new expiration date March 31, 2018; and

WHEREAS, on April 1, 2018, JEA increased the Maximum Indebtedness by **Sixty-Three Thousand Nine Hundred, Sixty-Six and 75/100 Dollars (\$63,966.75)**, and extended the Term of the Original Agreement by an additional three months; and

WHEREAS, starting July 1, 2018, JEA increased the Original Agreement for an additional two-year period, and increased the Maximum Indebtedness by **Five Hundred, Eleven Thousand Seven Hundred Thirty-Four and 00/100 Dollars (\$511,734.00)** with a Maximum Indebtedness of **Two Million Sixty-Five Thousand Four Hundred Thirty-Seven and 43/100 (\$2,065,437.43)**.

WHEREAS, starting July 1, 2020, the Original Agreement was amended such that Company's fees for the services increased, by **Two Hundred Sixty Thousand, Nine Hundred Eight Four and 34/100 Dollars (\$260,984.34)** which shall be invoiced on a quarterly basis in accordance with Exhibit A, attached hereto. The new Maximum Indebtedness shall now be **Two Million Three Hundred Twenty-six Thousand Four Hundred Twenty-One and 77/100 Dollars (\$2,326,421.77)**.

WHEREAS, starting July 7, 2021, the Original Agreement was amended such that Company's fees for the services increased, by **Two Hundred Sixty Thousand, Nine Hundred Eight Four and 34/100 Dollars (\$260,984.34)** which shall be invoiced on a quarterly basis in accordance with Exhibit A, attached hereto. The new Maximum Indebtedness shall now be **Two Million Five Hundred Eighty-Seven Thousand, Four Hundred Six and 11/100 Dollars (\$2,587,406.11)**.

**IN CONSIDERATION** of the Original Agreement and for the mutual promises and covenants herein contained, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

#### **AGREEMENT:**

1. **Maximum Indebtedness.** The Original Agreement shall be amended such that Company's fees for the services shall be increased, by **Two Hundred Seventy-Four Thousand, Thirty-Three and 56/100 Dollars (\$274,033.56)** which shall be invoiced on a quarterly basis in accordance with Exhibit A, attached hereto. The new Maximum Indebtedness shall now be **Two Million Eight Hundred Sixty-One Thousand, Four Hundred Thirty-Nine and 67/100 Dollars (\$2,861,439.67)**.
2. **Term.** The Term of the Original Agreement shall be extended for an additional one year starting **July 1, 2022** making the new termination of date **June 30, 2023** at and for the prices established in Exhibit A. JEA reserves the right to terminate this agreement upon 60 days written notice.

3. The above recitals are true and correct and, by reference, are incorporated herein and made part hereof.

**SAVE AND EXCEPT** as hereby specifically amended herein, the terms and conditions of the Original Agreement, as amended, shall remain in full force and effect.

**IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment the day and year first above written.**

**UTILITY CONSUMER ANALYTICS  
A Division of N. Harris Computer Corporation**

By:

By:

Name:

Name:

Title: \_\_\_\_\_

Title:

Date:

Date:

**ATTEST:**

**JEA**

**APPENDIX A**

**Pricing**

[new enti] is offering a one-year extension of the current contract with JEA for My Utility Tracker. The initial period would be from July 1, 2022 to June 30, 2023. The contract budget would be for the one-year amount of \$260,984.34, itemized as follows:

Line Item 1: Alerts/Email/SMS	\$ 2,570.40
Line Item 2: License Fee	\$ 118,524.36
Line Item 3: Hosting Fees	\$ 81,824.40
<u>Line Item 4: Maintenance Fees</u>	<u>\$ 71,114.40</u>
	<b>\$ 274,033.56</b>

This equates out to a quarterly invoice of \$68,508.39.



## Formal Bid and Award System

Award #3 May 21, 2021

**Type of Award Request:** RENEWAL  
**Request #:** 6841  
**Requestor Name:** Lawrence, Steven R. - Associate Program Manager  
**Requestor Phone:** 904-665-7747  
**Project Title:** Utility Tracker Portal Tool  
**Project Number:** 10001  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** \$392,450.00

### Scope of Work:

The goal of the JEA Customer Energy and Water Management Portal project centers around providing JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal (My Utility Tracker) that will assist them in understanding their usage patterns and provide them information to improve the energy efficiency of their home or business. The project is part of the JEA/Department of Energy (DOE) Smart Grid program and the tool and services are deliverables identified in the JEA/DOE Smart Grid Project Execution Plan (PEP).

**JEA IFB/RFP/State/City/GSA#:** N/A  
**Purchasing Agent:** Woyak, Nathan J.  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Amount
ACLARA TECHNOLOGIES LLC	Jerry Rahon	jrahon@aclara.com	30400 Solon Rd, Solon OH 44139	\$260,984.34

**Amount of Original Award:** \$260,984.34  
**Date of Original Award:** 06/25/2020  
**Renewal Amount:** \$260,984.34  
**New Not to Exceed Amount:** \$521,968.68  
**Length of Contract/PO Term:** One (1) Year w/Two (2) - One (1) Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 07/01/2020  
**End Date (mm/dd/yyyy):** 06/30/2022  
**Renewal Options:** Yes- One (1) - One (1) Yr. Renewals  
**JSEB Requirement:** No JSEB opportunities have been identified

### Background/Recommendations:

JEA first competitively bid these services in 2012. On 03/01/2012, the Awards Committee awarded a contract to Aclara Technologies for an original three (3) year period from 10/01/2012 to 09/30/2015. On

06/25/2020, the Awards Committee awarded a new sole source contract to Aclara Technologies through 06/30/2021. A copy of the previous award documentation is attached as back-up.

This renewal request is for a one (1) year term from 07/01/2021 to 06/30/2022 and \$260,984.34 in additional funding. The purpose of this request is for Aclara Technologies to continue to manage the utility tracker online portal tool on jea.com until a new strategy is implemented.

The new Aclara Technologies contract will specify that the contract may be terminated with a sixty (60) day notice, and the \$260,984.34 will be paid on a quarterly basis in the amount of \$65,246.08. Typically, Aclara charges four percent (4%) annual increase on this product, however, JEA negotiated a two percent (2%) increase on the new contract and agreed to hold the pricing the same for future optional renewals. The draft amendment and pricing offer is attached as back-up.

The contract budget would be for the one-year amount of \$260,984.34, itemized as follows:

- Line Item 1: Alerts/Email/SMS - \$2,448.00
- Line Item 2: License Fee - \$112,880.34
- Line Item 3: Hosting Fees - \$77,928.00
- Line Item 4: Maintenance Fees -\$67,728.00

Request approval for a one (1) year renewal award to Aclara Technologies LLC for Utility Tracker Portal Tool in the amount of \$260,984.34, with a new not-to-exceed amount of \$521,968.68, subject to the availability of lawfully appropriated funds.

**Manager:** Pippin, Brian C. - Strategic Segment Manager  
**Director:** Nichols, Vicki D. - Dir Customer Solutions & Market Development  
**VP:** Dutton, Laura M. – Chief Strategy Officer

**APPROVALS:**

Heather Beard 5/21/21

**Chairman, Awards Committee** **Date**  
Shawn A. Union 5/21/21

**Budget Representative** **Date**



## Formal Bid and Award System

Award #8 June 25, 2020

**Type of Award Request:** SOLE SOURCE  
**Request #:** 6841  
**Requestor Name:** Lawrence, Steven R.- Associate Program Manager  
**Requestor Phone:** 904-665-7747  
**Project Title:** Utility Tracker Portal Tool  
**Project Number:** 8002359  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** \$255,867.00

### Scope of Work:

The goal of the JEA Customer Energy and Water Management Portal project centers around providing JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal (My Utility Tracker) that will assist them in understanding their usage patterns and provide them information to improve the energy efficiency of their home or business. The project is part of the JEA/Department of Energy (DOE) Smart Grid program and the tool and services are deliverables identified in the JEA/DOE Smart Grid Project Execution Plan (PEP).

**JEA IFB/RFP/State/City/GSA#:** N/A  
**Purchasing Agent:** Woyak, Nathan J.  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Amount
ACLARA TECHNOLOGIES LLC	CHRISTINE JOHNSON	CJOHNSON@ACLARA.COM	30400 Solon Rd, Solon OH 44139	\$260,984.34

**Amount for the entire term of the Contract:** \$260,984.34  
**Award Amount for the remainder of this FY:** \$65,246.08  
**Length of Contract/PO Term:** One (1) Year w/Two (2) - One (1) Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 07/01/2020  
**End Date (mm/dd/yyyy):** 06/30/2021  
**Renewal Options:** Two (2) - One (1) Yr. Renewals  
**JSEB Requirement:** N/A - Sole Source  
**Amount for the entire term of the Contract:** \$260,984.34

### Background/Recommendations:

JEA first competitively bid these services in 2012. On 03/01/2012, the Awards Committee awarded a contract to Aclara Technologies for an original three (3) year period from 10/01/2012 to 09/30/2015. A

copy of the original award documentation, all renewals, change orders, and contract extensions with the latest ending 06/30/2020, are attached as back-up. This request is for a new sole source contract to be awarded to Aclara Technologies. The JEA business unit has certified that these Services are a follow-up of Services that may only be done efficiently and effectively by the Company that rendered the initial Services to JEA, provided the initial procurement was competitive.

Note: In 2016, JEA again competitively bid these services out under RFP 043-16 and awarded a new contract to Schneider Electric. However, that contract was terminated for default on June 28, 2018 during implementation before transition from Aclara had taken place. As a result, JEA has continued to extend the existing contract with Aclara, which never expired.

This sole source request is for a one (1) year term from 07/01/2020 to 06/30/2021 and \$260,984.34 in funding dollars to the budget. The purpose of this sole source request is for Aclara Technologies to continue to manage the utility tracker online portal tool on jea.com thus allowing additional time for JEA to make a decision on whether to proceed with a full residential demand pricing rollout. Although, JEA's demand pricing pilot is ending in June 2020, a decision on moving forward with a full rollout will likely be delayed until a new permanent JEA CEO is in place and acclimated along with the JEA Board. A decision to move forward with a mandatory demand rate could eliminate the need for the Utility Tracker product completely in favor of a more robust and comprehensive Customer Engagement platform that includes demand (kW) pricing support tools. Included in the request are two (2) one (1) year optional renewals to allow for flexibility with the decision making of the new JEA leadership.

The new Aclara Technologies contract will specify that the contract may be terminated with a sixty (60) day notice, and the \$260,984.34 will be paid on a quarterly basis in the amount of \$65,246.08. Typically, Aclara charges four percent (4%) annual increase on this product, however, they have agreed to a two percent (2%) increase only for the new contract but will not agree to hold the pricing the same for future optional renewals. The pricing offer is attached as back-up.

Request approval for a one (1) year sole source award to Aclara Technologies LLC for Utility Tracker Portal Tool in the not to exceed amount of \$260,984.34, , subject to the availability of lawfully appropriated funds.

**Manager:** Pippin, Brian C. - Strategic Segment Manager  
**Director:** Nichols, Vicki D. - Dir Customer Solutions & Market Development  
**VP:** Dugan, R. Bruce - Interim Chief Customer Officer

**APPROVALS:**

 06/25/2020

**Chairman, Awards Committee** **Date**

 06/25/2020

**Budget Representative** **Date**



## Formal Bid and Award System

Award #6 June 28, 2018

**Type of Award Request:** CONTRACT EXTENSION  
**Request #:** 1822  
**Requestor Name:** Tilden, Payson J. - Manager Customer Solutions  
**Requestor Phone:** (904) 665-6187  
**Project Title:** Utility Tracker Portal Tool  
**Project Number:** 8002359  
**Project Location:** JEA  
**Funds:** O&M  
**Award Estimate:** N/A

**Scope of Work:**

The goal of the JEA Customer Energy and Water Management Portal project centers around providing JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal (My Utility Tracker) that will assist them in understanding their usage patterns and provide them information to improve the energy efficiency of their home or business. The project is part of the JEA/Department of Energy (DOE) Smart Grid program and the tool and services described herein are deliverables identified in the JEA/DOE Smart Grid Project Execution Plan (PEP).

**JEA IFB/RFP/State/City/GSA#:** #122993  
**Purchasing Agent:** Woyak, Nathan J  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
ACLARA TECHNOLOGIES LLC	Christine Johnson	cjohnson@aclara.com	30400 Solon Rd Solon OH 44139	(440) 528-7222	\$511,734.00

**Amount of Original Award:** \$726,000.00  
**Date of Original Award:** 03/01/2012  
**Change Order Amount:** \$511,734.00

**List of Previous Change Order/Amendments:**

CPA #	Amount	Date
122993	\$117,389.00	9/11/2014
122993	\$1,239.68	10/3/2014
122993	\$1,440.00	10/22/2015
122993	\$127,934.00	10/1/2015
122993	\$255,867.00	03/3/2016
122993	\$255,867.00	01/12/2017
122993	\$63,966.75	03/28/2018

**New Not-To-Exceed Amount:** \$2,061,437.63  
**Begin Date (mm/dd/yyyy):** 10/01/2012  
**End Date (mm/dd/yyyy):** 03/31/2020  
**Renewal Options:** NO  
**JSEB Requirement:** N/A-Optional

**Background/Recommendations:**

Competitively bid and approved by the Awards Committee on 03/01/2012 to Aclara Technologies for a three (3) year period from 10/01/2012 to 09/30/2015. A copy of the original award documentation, other change orders to date, and the latest contract extension ending 06/30/2018, is attached as back-up.

This change order request is to extend the contract for two (2) additional years from 07/01/2018 to 06/30/2020, and add funds in the amount of \$511,734.00. The purpose of this contract extension is for Aclara Technologies to continue to manage the utility tracker online portal tool due to the decision by JEA to terminate for default the contract with Schneider Electric for a new utility tracker product. The amendment to the Aclara Technologies contract will stipulate that the contract may be terminated with a sixty (60) day notice, and the \$511,734.00 will be paid on a quarterly basis in the amount of \$63,966.75.

Typically Aclara charges a four percent (4%) annual increase on this product, but has agreed to hold current pricing for two (2) additional years for a cost avoidance of eight percent (8%). A two (2) year extension is recommended to allow time for JEA to complete the demand rate pilot, research, and for a potential lengthy rebid and implementation process of a new product. The pricing offer is attached as back-up.

The budget for this award will be:

FY18- \$63,966.75 (7/1/18-9/30/18)  
FY19- \$255,867.00 (10/1/18-9/30/19)  
FY20-\$191,990.25 (10/1/19-6/30/20)

The FY19 budgeted O&M cost for Schneider was expected to be lower than Aclara therefore approximately \$30,000.00 will be transferred from the HE10001 Director fund to cover the change.

Request approval to award a two (2) year contract extension to Aclara Technologies LLC for continued services for the utility tracker in the amount of \$511,734.00, for a new not-to-exceed amount of \$2,061,437.63, subject to the availability of lawfully appropriated funds.

**Manager:** Tilden, Payson J. - Manager Customer Solutions  
**Director:** Nichols, Vicki D. - Dir Customer Solutions & Market Development  
**VP:** Stewart, Kerri - VP & Chief Customer Officer

**APPROVALS:**

 6/28/18

Chairman, Awards Committee

Date

  
Manager, Capital Budget Planning

6/28/18  
Date

**AMENDMENT 5  
TO CONTRACT# 122993  
BETWEEN  
JEA AND  
ACLARA TECHNOLOGIES LLC**

**THIS AMENDMENT NUMBER 5** ("Fourth Amendment") is made and entered into this 1<sup>st</sup> day of July 2018, (the "Effective Date"), by and between **JEA**, a body politic and corporate located at 21 W. Church St., Jacksonville, Florida, 32202, and **ACLARA TECHNOLOGIES LLC**, a corporation existing under the laws of the State of Ohio, with its principal office located at 77 Westport Plaza, Suite 500, St. Louis, MO 63146, (hereinafter called the "Company").

**RECITALS:**

**WHEREAS**, on March 1, 2012, the parties made and entered into an agreement (the "Original Agreement") under which Company agreed to provide software, hosting, maintenance and support services for the ACLARA for My Utility Tracker through October 1, 2015 ("Term") with the option of one (1), one (1) year renewal option pursuant to JEA Contract Number 122993, with a Maximum Indebtedness of **Six Hundred Eighty Thousand and 00/100 Dollars (\$680,000.00)**; and

**WHEREAS**, on or about March 12, 2013, JEA added the "Aclara Mobile Experience" to the implementation contract, and increased the Maximum Indebtedness by **Fifty Thousand and 00/100 Dollars (\$50,000.00)** to make the new Maximum Indebtedness total **Seven Hundred Twenty Six Thousand and 00/100 Dollars (\$730,000.00)**; and

**WHEREAS**, on or about September 11, 2014, JEA increased the Maximum Indebtedness in the amount of **One Hundred Seventeen Thousand Three Hundred Eighty Nine and 00/100 Dollars (\$117,389.00)**; and

**WHEREAS**, on or about October 3, 2014, JEA administratively increased the Maximum Indebtedness, as allowed by the JEA Procurement Code, in the amount of **One Thousand Two Hundred Thirty Nine and 68/100 Dollars (\$1,239.68)**; and

**WHEREAS**, on September 17, 2015, JEA increased the Maximum Indebtedness, as approved by the JEA Awards Committee, in the amount of **One Hundred Twenty Seven Thousand Nine Hundred Thirty Four and 00/100 Dollars (\$127,934.00)**, extended the Term of the Original Agreement by an additional six (6) months, making the new expiration

date March 31, 2016, and implemented monthly reporting of the Tracker Web Stats report; and

**WHEREAS**, on or about October 22, 2015, JEA administratively increased the Maximum Indebtedness, as allowed by the JEA Procurement Code, in the amount of **One Thousand Four Hundred Forty and 00/100 Dollars (\$1,440.00)**; and

**WHEREAS**, on April 22, 2016, JEA increased the Maximum Indebtedness, as allowed by the JEA Procurement Code, in the amount of **Two Hundred Fifty Five Thousand Eight Hundred Sixty Seven and 00/100 Dollars (\$255,867.00)** for a new not to exceed amount of **One Million Two Hundred Twenty Nine Thousand Eight Hundred Sixty Nine and 68/100 Dollars (\$1,229,869.68)**, and extended the Term of the Original Agreement by an additional one year making the new expiration date March 31, 2017; and

**WHEREAS**, on April 1, 2017, JEA increased the Maximum Indebtedness by **Two Hundred Fifty Five Thousand Eight Hundred Sixty Seven and 00/100 Dollars (\$255,867.00)**, and extended the Term of the Original Agreement by an additional one year making the new expiration date March 31, 2018; and

**WHEREAS**, ON April 1, 2018, JEA increased the Maximum Indebtedness by **Sixty Three Thousand Nine Hundred and Six Six and 75/100 Dollars (\$63,966.75)**, and extended the Term of the Original Agreement by an additional three months; and

**WHEREAS**, JEA now desires to extend the Term of the Original Agreement starting July 1, 2018, for an additional two year period, and increase the Maximum Indebtedness by **Five Hundred Eleven Thousand Seven Hundred and Thirty Four and 00/100 Dollars (\$511,734.00)**.

**IN CONSIDERATION** of the Original Agreement and for the mutual promises and covenants herein contained, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

**AGREEMENT:**

1. **Maximum Indebtedness.** The Original Agreement shall be amended such that Company's fees for the services shall be increased, by **Five Hundred Eleven Thousand Seven Hundred and Thirty Four and 00/100 Dollars (\$511,734.00)** which shall be invoiced on a quarterly basis in accordance with **Exhibit A**, attached hereto. The new Maximum Indebtedness shall now be **Two Million Sixty One Thousand Four Hundred Thirty Seven and 43/100 (\$2,061,437.43)**.

2. **Term.** The Term of the Original Agreement shall be extended for an additional two years starting July 1, 2018, making the new termination of date **June 30, 2020**, at and for the prices established in **Exhibit A**. JEA reserves the right to terminate this agreement upon 60 days written notice.

3. The above recitals are true and correct and, by reference, are incorporated herein and made part hereof.

**SAVE AND EXCEPT** as hereby specifically amended herein, the terms and conditions of the Original Agreement, as amended, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Amendment the day and year first above written.

**ATTEST:**

**ACLARA TECHNOLOGIES LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Erik Christian

Title: \_\_\_\_\_

Title: SVP, Finance, Strategy & IT

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**JEA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

John McCarthy

Title: \_\_\_\_\_

Director, Supply Chain Management

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**PRICING**

Aclara accepts the offer to extend at the pricing shown below:

JEA is offering a 2 year extension of the current contract with ACLARA for My Utility Tracker. The period would be from July 1, 2018 to June 30, 2020. The contract budget would be for the 2 year amount of \$511,734.00, itemized as follows:

Line Item 1: Alerts/Email/SMS	\$	4,800.00
Line Item 2: License Fee	\$	221,334.00
Line Item 3: Hosting Fees	\$	152,800.00
Line Item 4: Maintenance Fees	\$	<u>132,800.00</u>
<b>TOTAL</b>	<b>\$</b>	<b>511,734.00</b>

Thanks.

Joseph Polaski

Enterprise Sales Director



## Formal Bid and Award System

Award #4 January 12, 2017

**Type of Award Request:** CONTRACT EXTENSION  
**Request #:** 1822  
**Requestor Name:** Tilden, Payson J. - Manager Customer Solutions  
**Requestor Phone:** (904) 665-6187  
**Project Title:** Utility Tracker Portal Tool  
**Project Number:** 8002359  
**Project Location:** JEA  
**Funds:** O&M  
**Award Estimate:** \$255,867.00  
**Scope of Work:**

The goal of the JEA Customer Energy and Water Management Portal project centers around providing JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal (My Utility Tracker) that will assist them in understanding their usage patterns and provide them information to improve the energy efficiency of their home or business. The project is part of the JEA/Department of Energy (DOE) Smart Grid program and the tool and services described herein are deliverables identified in the JEA/DOE Smart Grid Project Execution Plan (PEP).

**JEA IFB/RFP/State/City/GSA#:** #122993  
**Purchasing Agent:** Woyak, Nathan J  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
ACLARA TECHNOLOGIES LLC	CHRISTINE JOHNSON	CJOHNSON@ACLARA.COM	30400 Solon Rd Solon OH 44139	(440) 528-7222	\$255,867.00

**Amount of Original Award:** \$726,000.00  
**Date of Original Award:** 03/1/2012  
**Change Order Amount:** \$255,867.00

### List of Previous Change Order/Amendments:

CPA #	Amount	Date
122993	\$117,389.00	9/11/2014
122993	\$1,239.68	10/3/2014

122993	\$1,440.00	10/22/2015
122993	\$127,934.00	10/1/2015
122993	\$255,867.00	3/3/2016

**New Not-To-Exceed Amount:** \$1,485,736.68  
**Begin Date (mm/dd/yyyy):** 10/01/2012  
**End Date (mm/dd/yyyy):** 03/31/2018  
**Renewal Options:** NO  
**JSEB Requirement:** NA/Specialty Services

**Background/Recommendations:**

Competitively bid and approved by the Awards Committee on 03/01/2012 to Aclara Technologies for a three (3) year period from 10/01/2012 to 09/30/2015. A copy of the original award documentation, other change orders to date, and the latest contract extension ending 03/31/2017, is attached as back-up.

This change order request is to extend the contract for one (1) additional year from 03/31/2017 to 03/31/2018, and add funds in the amount of \$255,867.00. The purpose of this contract extension is for Aclara Technologies to continue to manage the utility tracker online portal tool while JEA's Technology Services (TS) implements the new portal with Schneider Electric (see Award #5 for reference), expected to take at least twelve (12) months. The amendment to the Aclara Technologies contract will stipulate that the contract may be terminated with a sixty (60) day notice, and the \$255,867.00 will be paid on a quarterly basis, should the new utility tracker be launched sooner than expected. The rates for the additional year are the same as what JEA is currently paying. The pricing is attached as back-up.

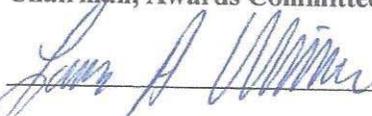
Request approval to award a one (1) year extension to Aclara Technologies LLC for continued services for the utility tracker in the amount of \$255,867.00, for a new not-to-exceed amount of \$1,485,736.68, subject to the availability of lawfully appropriated funds.

VP: Vento, Richard J. - Dir Customer Solutions & Market Development

**APPROVALS:**

 1/12/17

Chairman, Awards Committee Date

 1/12/17

Manager, Capital Budget Planning Date



Award #6 Back-Up

Approved by the JEA Awards Committee

Date 3/3/2016 Item # 4

# Formal Bid and Award System

Award #4      March 3, 2016

**Type of Award Request:** CONTRACT EXTENSION  
**Request #:** 538  
**Requestor Name:** Tilden, Payson J. - Manager Customer Solutions  
**Requestor Phone:** (904) 665-6187  
**Project Title:** My Utility Tracker  
**Project Number:** 8002359 - HE10001  
**Project Location:** JEA  
**Funds:** O&M  
**Award Estimate:** \$255,867.00

**Description of Request:**

The goal of the JEA Customer Energy and Water Management Portal project centers around providing JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal that will assist them in understanding their usage patterns and provide them information to improve the efficiency of their home or business. The project is part of the JEA/Department of Energy (DOE) Smart Grid program and the tool and services described herein are deliverables identified in the JEA/DOE Smart Grid Project Execution Plan (PEP).

**Requisition Number:**  
**JEA IFB/RFP/State/City/GSA#:** 114-11 (CPA 122993)  
**Purchasing Agent:** Nathan Woyak  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
ACLARA TECHNOLOGIES LLC	CHRISTINE JOHNSON	CJOHNSON@ACLARA.COM	30400 SOLON RD, SOLON OH 44139	(440) 528-7222	\$255,867.00

**Amount of Original Award:** \$726,000.00  
**Date of Original Award:** 03/01/2012  
**Change Order Amount:** \$255,867.00

**List of Previous Change Order/Amendments:**

CPA #	Amount	Date
122993	\$117,389.00	9/11/2014
122993	\$1,239.68	10/3/2014
122993	\$1,440.00	10/22/2015
122993	\$127,934.00	10/1/2015

**New Not-To-Exceed Amount:** \$1,229,869.68  
**Begin Date (mm/dd/yyyy):** 10/01/2012

**End Date (mm/dd/yyyy):**

03/31/2017

Award #6 Back-Up

**Renewal Options:**

NO

**JSEB Requirement:**

N/A

**Comments on JSEB Requirements:**

N/A – Specialty Services

**Background/Recommendations:**

Through its competitive procurement process, JEA previously awarded a contract to Aclara Technologies for a three year period from 10/01/2012 to 09/30/2015. This was to provide the licensing, operation, maintenance and reporting for My Utility Tracker, the JEA on-line bill analysis and assessment product for all customers. A copy of the original award is attached.

In September 2014, the business requested a change order for \$117,889.00 in additional funds was approved by the Awards Committee to continue their services, and add an additional module and maintenance fees. Additional change orders were subsequently approved by JEA procurement for \$1239.68 and \$1400.00 due to the business underestimating the cost of the variable expected alerts email/SMS fees.

In September 2015, JEA Awards Committee approved a six (6) month renewal from 9/30/15 to 3/31/2016, and \$127,934.00 in additional funds, and a feasibility process was begun to determine whether it was in JEA's best interest to re-bid the scope of work. An RFI process was conducted, and it was determined that a full RFP could be beneficial to the customer experience, as well as to JEA's internal use of the tool. That process has been started, but will not be completed by the end of the current six month renewal expiring on 3/31/2016.

TPC will review the feasibility results to complete the potential RFP process. JEA expects a TPC presentation in March 2016 and a decision on whether to move forward with an RFP in April. JEA anticipates the transition of a new contract to take twelve (12) months, after the date of award. Therefore, this request is for an extension from 3/31/2016 to 3/31/2017, and additional funding in the amount of \$255,867.00, for Aclara to continue to operate the product. This award covers the O&M portion of the contract with Aclara. The \$255,867.00 increase will cover the services for the license, operating and maintenance of the JEA on-line portal, My Utility Tracker.

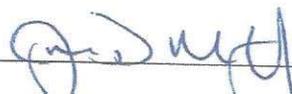
Request approval to award an extension to Aclara Technologies LLC, for providing a tool so customers have the ability to better manage their energy and water costs. This extension is in the amount of \$255,867.00 for a new not-to-exceed amount of \$1,229,869.68, subject to the availability of lawfully appropriated funds.

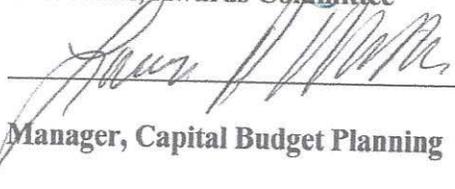
**Manager:**

**Director:** Vento, Richard J. - Dir Customer Solutions & Market Development

**VP:** Whiting, Monica A. - Chief Customer Officer

**APPROVALS:**

  
\_\_\_\_\_  
**Chairman, Awards Committee** 3-3-16  
**Date**

  
\_\_\_\_\_  
**Manager, Capital Budget Planning** 3/3/16  
**Date**



Award #6 Back-Up

Approved by the JEA Awards Committee

Date 9/17/15 Item # 5

### Formal Bid and Award System

Award #5 September 17, 2015

**Award #:**  
**Type of Award Request:**  
**Request #:**  
**Requestor Name:**  
**Requestor Phone:**  
**Project Title:**  
**Project Number:**  
**Project Location:**  
**Funds:**  
**Award Estimate:**  
**Scope of Work:**

**Award Date:**  
 RENEWAL  
 421  
 Tilden, Payson J. - Manager Customer Solutions  
 (904) 665-6187  
 My Utility Tracker  
 8002359  
 JEA  
 O&M  
 \$127,934.00

The goal of the JEA Customer Energy and Water Management Portal project centers around providing JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal that will assist them in understanding their usage patterns and provide them information to improve the efficiency of their home or business. The project is part of the JEA/Department of Energy (DOE) Smart Grid program and the tool and services described herein are deliverables identified in the JEA/DOE Smart Grid Project Execution Plan (PEP)

**Requisition Number:**  
**JEA IFB/RFP/State/City/GSA#:**  
**Purchasing Agent:**  
**Is this a Ratification?:**  
**If yes, explain:**

114-11  
 Woyak, Nathan  
 NO

**RECOMMENDED AWARDEE(S):**

119695

Name	Contact Name	Email	Address	Phone	Amount
ACLARA TECHNOLOGIES LLC	CHRISTINE JOHNSON	CJOHNSON@ACLARA.COM	30400 SOLON RD, SOLON OH 44139	(440) 528-7222	\$127,934.00

**Amount of Original Award:** \$726,000.00  
**Date of Original Award:** 10/01/2012  
**Change Order Amount:** \$127,934.00

**List of Previous Change Order/Amendments:**

CPA #	Amount	Date
#122993	\$117,489.00	8/28/2014

<b>New Not-To-Exceed Amount:</b>	\$971,423.00
<b>Begin Date (mm/dd/yyyy):</b>	10/01/2015
<b>End Date (mm/dd/yyyy):</b>	03/31/2016
<b>Renewal Options:</b>	NO
<b>JSEB Requirement:</b>	N/A
<b>Comments on JSEB Requirements:</b>	N/A – Specialty Services

**Background/Recommendations:**

Aclara Technologies LLC was awarded a three (3) year contract through JEA's competitive bid process on March 1, 2012 to provide JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal to assist in understanding usage patterns.

In September 2014, the business requested a change order to the original JEA contract to continue their services and add additional module and maintenance fees, which increased the maximum indebtedness by \$117,489.00. Award document is attached for reference.

The current letter of agreement expires September 30, 2015. A committee has been reviewing the existing product to determine whether to extend the ACLARA agreement or conduct a formal bid process for a new vendor. An RFI process was conducted and five (5) vendors, including ACLARA, presented new products. JEA intends to bid out a formal RFP, and a six (6) month renewal is requested for ACLARA while this RFP process is completed.

Request approval to grant a renewal to Aclara Technologies LLC during the bidding process, in the amount of \$127,934.00 for a new not-to-exceed amount of \$971,423.00, subject to the availability of lawfully appropriated funds.

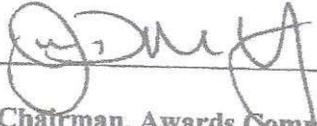
**Manager:****Director:**

Vento, Richard J. - Dir Customer Solutions & Market Development

**VP:**

Whiting, Monica A. - Chief Customer Officer

**APPROVALS:**

  
 \_\_\_\_\_ 9-17-15  
 Chairman, Awards Committee Date

  
 \_\_\_\_\_ 9/17/15  
 Manager, Capital Budget Planning Date

**From:** Woyak, Nathan J.  
**To:** Sundy, Rachelle M. - Procurement Vendor Specialist  
**Cc:** Dickie, Samantha E.  
**Subject:** RE: Breakdown of ACOARA funding  
**Date:** Wednesday, September 16, 2015 1:49:42 PM

Rachelle or Sam, could you attached this email to award 5 in sharepoint. Thanks,

**From:** Tilden, Payson J. - Manager Customer Solutions  
**Sent:** Wednesday, September 16, 2015 1:48 PM  
**To:** Woyak, Nathan J.  
**Cc:** Dickie, Samantha E.  
**Subject:** Breakdown of ACOARA funding

Nathan,

Since the beginning of the ACLARA Agreement, JEA has paid ACLARA the same four line items each year beginning in FY2013

License Fees:	\$110,667	paid one time annually to cover license cost of Tracker software
Maintenance Fees	\$ 66,400	paid in quarterly installments to cover maintenance of Tracker software
ASP/Hosting Fees	\$ 76,400	paid in quarterly installments to cover ACLARA administration for operating Tracker software for JEA customers
Alerts Email/SMS Fees	\$ 2,400	paid in monthly amounts based on \$0.08 per email or alert sent out by ACLARA for JEA customers. This figure fluctuates, depending on JEA's requests for special email campaigns or

requested.

Or increased alerts messages

Total \$255,867 Amount established in Customer Solutions Program Portfolio  
 Budget Details for FY16

This amount was divided by 2 to cover the six months extension being requested for ACLARA while an RFP process for a Tracker product is being completed. ACLARA's current letter of agreement expires on September 30, 2015.

I will scan and send to you a letter from ACLARA from the FY2014 program showing these same line item figures which were also the same for FY15.

Payson

*Payson Tilden*

Payson Tilden  
 Program Manager, Customer Solutions  
 JEA, Tower 12  
 21 West Church



## Formal Bid and Award System

Award #4 9/11/2014

**Type of Award Request:** CHANGE ORDER  
**Request #:** 122  
**Requestor Name:** Tilden, Payson J. - Manager Customer Solutions  
**Requestor Phone:** (904) 665-6187  
**Project Title:** My Utility Tracker  
**Project Number:** 8002359  
**Project Location:** JEA  
**Funds:** O&M  
**Award Estimate:** \$117,389.00

**Description of Request:**

Customer Solutions is requesting an increase of \$117,389.00 in the current agreement with Aclara Technologies for the license, operating and maintenance of the JEA on-line portal, My Utility Tracker, to be added to the current total of \$726,000.00 to continue their services through FY15 year to the end of their contract on 09/30/2015.

**Requisition Number:** TBD  
**JEA IFB/RFP/State/City/GSA#:** 114-11 (CPA 122993)  
**Purchasing Agent:** Woyak, Nathan  
**Is this a ratification?:** NO  
**If yes, explain:**

**RECOMMENDED AWARDEE(S):**

Name	Supplier Name	Email	Address	Phone	Amount
Aclara Technologies LLC	Christine Johnson	Cjohnson@Aclara.Com	30400 Solon Rd, Solon OH 44139	(440) 528-7222	\$117,389.00

**Amount of Original Award:** \$726,000.00  
**Date of Original Award:** 3/1/2012  
**Change Order Amount:** \$117,389.00  
**List of Previous Change Orders:** N/A  
**New Not-To-Exceed Amount:** \$843,500.00  
**Contract Type:** Term Contract

<b>Length of Contract/PO Term:</b>	Three (3) Years w/ one (1) – 1-year renewal
<b>Begin Date (mm/dd/yyyy):</b>	10/01/2012
<b>End Date (mm/dd/yyyy):</b>	09/30/2015
<b>Contract/PO Detail:</b>	
<b>Renewal Options Remaining:</b>	Yes, one (1), 1-year renewal
<b>JSEB Requirement:</b>	Optional with criterion
<b>Comments on JSEB Requirements:</b>	No JSEBs were named

**Background/Recommendations:**

The Awards Committee approved an award on 3/1/2012 to Aclara Technologies for a three year period from 10/01/2012 to 09/30/2015 to provide the licensing, operation, maintenance and reporting for My Utility Tracker, the JEA on-line bill analysis and assessment product for all customers. The original award was competitively bid, with participation from three vendors. A copy of the prior award is attached.

This is a 3 year contract in the amount of \$726,000. The additional funding to fulfill the original contract term in the amount of \$117,389.00 is due to an additional module and maintenance fees that were not part of the original scope of work. During the next 12 months, a Program Feasibility and Functionality Review will be done to determine (within an appropriate time to process a new RFP if needed) whether it is cost efficient and beneficial to customers to continue with the current vendor, Aclara, or rebid this product.

114-11 – Request approval to award a Change Order to Aclara Technologies for My JEA Utility Tracker in the amount of \$117,389.00 for a total amount of \$843,500.00, subject to the availability of lawfully appropriated funds.

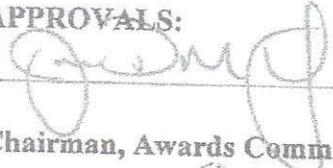
**Manager:****Director:**

Vento, Richard J. - Dir Customer Solutions &amp; Market Development

**VP:**

Whiting, Monica A. - Chief Customer Officer

**APPROVALS:**

	9-11-14
Chairman, Awards Committee	Date
	9/11/14
Manager, Capital Budget Planning	Date



## Formal Bid and Award System

Approved by the JEA Awards Committee  
Date 3-1-12 Item # 3

Award #3 3/1/12

## Type of Award Request: Proposal

Requestor Name: Selders, Steven Gregory  
Requestor Phone: 904-665-6597  
Request #: 2017  
Project Title: O&M Funding Award for Aclara Customer Energy Portal  
(Official Name: My JEA Utility Tracker)  
Project Number: 10501  
Award Estimate: N/A  
Funds: O&M

## Description of Request/Product Description:

The goal of the JEA Customer Energy and Water Management Portal project centers around providing JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal that will assist them in understanding their usage patterns and provide them information to improve the efficiency of their home or business. The project is part of the JEA/DOE Smart Grid program and the tool and services described herein are deliverables identified in the JEA/DOE Smart Grid Project Execution Plan (PEP).

This tool will be utilized by JEA customers, JEA CCC representatives and JEA's DSM Implementation Contractors to assist our customers in their energy and water management decisions.

Requisition Number: TBD  
JEA IFB/RFP/State/City/GSA #: 114-11  
Purchasing Agent: Renee' McQuaig  
Is this a Ratification? NO

If yes, explain:

## Recommended Awardee(s)

Name	Address	Phone	Fax	Amount
119695 Aclara Software, Inc.	16 Laurel Ave. Wellesley, MA 02481	(781) 694-3309	(781) 694-3200	\$726,000.00

## Recommended Award Information

Amount for entire term of Contract/PO: \$726,000.00

**Award Amount for initial year:** \$242,000.00 (FY '13)  
**Length of Contract/PO Term:** 3 years  
**Beginning Date:** 10/1/2012  
**Ending Date:** 9/30/2015  
**Renewal Options:** YES  
**If Yes, please explain:** Renewal option is included in the contract. This is a hosted software solution.  
**JSEB Requirement:** JSEB participation was an evaluation criterion  
**Comments on JSEB Requirements:** None of the proposals included JSEB participation

#### All Bidders

Name	Rank	Score	Disqualified	Reason
Aclara Software, Inc.	1	107.3	Γ	
Tendrill	2	98.9	Γ	
Opower	3	92.4	Γ	

#### Background/Recommendation

This award covers the O&M portion of the contract with Aclara. JEA advertised this solicitation on 8/8/11. Twelve (12) companies attended the pre-bid on 8/12/11. Three (3) companies submitted proposals. On 9/27/11 JEA held demonstration meetings for each of the companies that submitted proposals.

The proposals were then independently scored. The final scores and rankings were approved during JEA's public evaluation process on 10/14/11. On 12/15/11, the Awards Committee approved the capital portion of this contract for \$680,000.00.

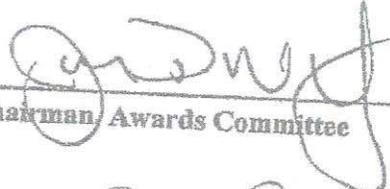
Current implementation of Aclara Energy Portal software is now underway. This is the O&M software-as-a-service (SaaS) piece that will be needed to pay for annual license, maintenance, and hosting fees for this software application begin once implementation is complete.

Aclara quoted O&M costs of \$210,000.00 / year. An additional amount of \$32,000 / year is included with this award amount as JEA has added additional features during implementation as well as to cover transactional costs for SMS and emails to JEA customers.

JEA RFP # 114-11 – Request approval to award a three-year contract to Aclara Software Inc., for JEA Customer Energy and Water Management Portal maintenance in the not to exceed amount of \$726,000.00, subject to the availability of lawfully appropriated funds.

	Approver
Manager:	
Director:	Fore, Lavonia L (Bea)
VP:	Kendrick, Wanyonyi Jaeger

**APPROVALS:**

  
\_\_\_\_\_  
Chairman Awards Committee 3-1-12  
Date

  
\_\_\_\_\_  
Director, Financial Planning, Budgets and Rates 3/1/12  
Date

**Weir, Rachelle M. - Procurement Vendor Specialist**

**From:** Tilden, Payson J. - Manager Customer Solutions  
**Sent:** Monday, February 29, 2016 8:26 AM  
**To:** Woyak, Nathan J.  
**Subject:** Request for information for ACLARA

Nathan,

Since the beginning of the ACLARA Agreement, JEA has paid ACLARA the same four line items each 12 month period beginning in FY2013

License Fees: software	\$110,667	paid one time annually to cover license cost of Tracker
Maintenance Fees: Tracker software	\$ 66,400	paid in quarterly installments to cover maintenance of
ASP/Hosting Fees: administration for operating Tracker software for JEA customers	\$ 76,400	paid in quarterly installments to cover ACLARA
Alerts Email/SMS Fees: sent out by ACLARA for JEA customers. This figure fluctuates, depending or increased alerts messages requested.	\$ 2,400	paid in monthly amounts based on \$0.08 per email or alert on JEA's requests for special email campaigns
Total 12 month budget: Portfolio Budget Details for FY16	\$255,867	Amount established in Customer Solutions Program

The current ACLARA contract ends March 31, 2016. In order to complete the RFP process as well as cover the expected transition period for implementation and integration of a new system or an enhanced ACLARA system, Customer Solutions is requesting a 12 month extension of the contract from April 1, 2016 to March 31, 2017, with an increase in contract funds of \$255,867.

Please let me know if you need anything else.

Payson

*Payson Tilden*

Payson Tilden  
 Program Manager, Customer Solutions  
 JEA, Tower 12  
 21 West Church  
 Jacksonville, FL 32202  
 Tel: 904 665-6187  
 Fax: 904 665-7386



Award #6 Back-Up

Approved by the JEA Awards Committee

Date 3/3/2016 Item # 4

# Formal Bid and Award System

Award #4 March 3, 2016

**Type of Award Request:** CONTRACT EXTENSION  
**Request #:** 538  
**Requestor Name:** Tilden, Payson J. - Manager Customer Solutions  
**Requestor Phone:** (904) 665-6187  
**Project Title:** My Utility Tracker  
**Project Number:** 8002359 - HE10001  
**Project Location:** JEA  
**Funds:** O&M  
**Award Estimate:** \$255,867.00

**Description of Request:**

The goal of the JEA Customer Energy and Water Management Portal project centers around providing JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal that will assist them in understanding their usage patterns and provide them information to improve the efficiency of their home or business. The project is part of the JEA/Department of Energy (DOE) Smart Grid program and the tool and services described herein are deliverables identified in the JEA/DOE Smart Grid Project Execution Plan (PEP).

**Requisition Number:**  
**JEA IFB/RFP/State/City/GSA#:** 114-11 (CPA 122993)  
**Purchasing Agent:** Nathan Woyak  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
ACLARA TECHNOLOGIES LLC	CHRISTINE JOHNSON	CJOHNSON@ACLARA.COM	30400 SOLON RD, SOLON OH 44139	(440) 528-7222	\$255,867.00

**Amount of Original Award:** \$726,000.00  
**Date of Original Award:** 03/01/2012  
**Change Order Amount:** \$255,867.00

**List of Previous Change Order/Amendments:**

CPA #	Amount	Date
122993	\$117,389.00	9/11/2014
122993	\$1,239.68	10/3/2014
122993	\$1,440.00	10/22/2015
122993	\$127,934.00	10/1/2015

**New Not-To-Exceed Amount:** \$1,229,869.68  
**Begin Date (mm/dd/yyyy):** 10/01/2012

**End Date (mm/dd/yyyy):** 03/31/2017  
**Renewal Options:** NO  
**JSEB Requirement:** N/A  
**Comments on JSEB Requirements:** N/A – Specialty Services

**Background/Recommendations:**

Through its competitive procurement process, JEA previously awarded a contract to Aclara Technologies for a three year period from 10/01/2012 to 09/30/2015. This was to provide the licensing, operation, maintenance and reporting for My Utility Tracker, the JEA on-line bill analysis and assessment product for all customers. A copy of the original award is attached.

In September 2014, the business requested a change order for \$117,889.00 in additional funds was approved by the Awards Committee to continue their services, and add an additional module and maintenance fees. Additional change orders were subsequently approved by JEA procurement for \$1239.68 and \$1400.00 due to the business underestimating the cost of the variable expected alerts email/SMS fees.

In September 2015, JEA Awards Committee approved a six (6) month renewal from 9/30/15 to 3/31/2016, and \$127,934.00 in additional funds, and a feasibility process was begun to determine whether it was in JEA's best interest to re-bid the scope of work. An RFI process was conducted, and it was determined that a full RFP could be beneficial to the customer experience, as well as to JEA's internal use of the tool. That process has been started, but will not be completed by the end of the current six month renewal expiring on 3/31/2016.

TPC will review the feasibility results to complete the potential RFP process. JEA expects a TPC presentation in March 2016 and a decision on whether to move forward with an RFP in April. JEA anticipates the transition of a new contract to take twelve (12) months, after the date of award. Therefore, this request is for an extension from 3/31/2016 to 3/31/2017, and additional funding in the amount of \$255,867.00, for Aclara to continue to operate the product. This award covers the O&M portion of the contract with Aclara. The \$255,867.00 increase will cover the services for the license, operating and maintenance of the JEA on-line portal, My Utility Tracker.

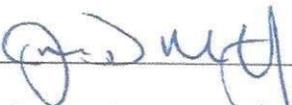
Request approval to award an extension to Aclara Technologies LLC, for providing a tool so customers have the ability to better manage their energy and water costs. This extension is in the amount of \$255,867.00 for a new not-to-exceed amount of \$1,229,869.68, subject to the availability of lawfully appropriated funds.

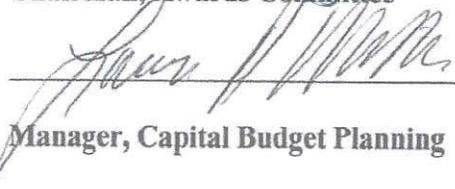
**Manager:**

**Director:** Vento, Richard J. - Dir Customer Solutions & Market Development

**VP:** Whiting, Monica A. - Chief Customer Officer

**APPROVALS:**

  
 \_\_\_\_\_ 3-3-16  
**Chairman, Awards Committee** **Date**

  
 \_\_\_\_\_ 3/3/16  
**Manager, Capital Budget Planning** **Date**



## Formal Bid and Award System

Award #5

September 17, 2015

**Award #:**  
**Type of Award Request:**  
**Request #:**  
**Requestor Name:**  
**Requestor Phone:**  
**Project Title:**  
**Project Number:**  
**Project Location:**  
**Funds:**  
**Award Estimate:**  
**Scope of Work:**

**Award Date:**  
 RENEWAL  
 421  
 Tilden, Payson J. - Manager Customer Solutions  
 (904) 665-6187  
 My Utility Tracker  
 8002359  
 JEA  
 O&M  
 \$127,934.00

The goal of the JEA Customer Energy and Water Management Portal project centers around providing JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal that will assist them in understanding their usage patterns and provide them information to improve the efficiency of their home or business. The project is part of the JEA/Department of Energy (DOE) Smart Grid program and the tool and services described herein are deliverables identified in the JEA/DOE Smart Grid Project Execution Plan (PEP)

**Requisition Number:**  
**JEA IFB/RFP/State/City/GSA#:**  
**Purchasing Agent:**  
**Is this a Ratification?:**  
**If yes, explain:**

114-11

Woyak, Nathan

NO

**RECOMMENDED AWARDEE(S):**

119695

Name	Contact Name	E-mail	Address	Phone	Amount
ACLARA TECHNOLOGIES LLC	CHRISTINE JOHNSON	CJOHNSON@ACLARA.COM	30400 SOLON RD, SOLON OH 44139	(440) 528-7222	\$127,934.00

**Amount of Original Award:**  
**Date of Original Award:**  
**Change Order Amount:**

\$726,000.00

10/01/2012

\$127,934.00

**List of Previous Change Order/Amendments:**

CPA#	Amount	Date
#122993	\$117,489.00	8/28/2014

**New Not-To-Exceed Amount:** \$971,423.00  
**Begin Date (mm/dd/yyyy):** 10/01/2015  
**End Date (mm/dd/yyyy):** 03/31/2016  
**Renewal Options:** NO  
**JSEB Requirement:** N/A  
**Comments on JSEB Requirements:** N/A – Specialty Services

**Background/Recommendations:**

Aclara Technologies LLC was awarded a three (3) year contract through JEA's competitive bid process on March 1, 2012 to provide JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal to assist in understanding usage patterns.

In September 2014, the business requested a change order to the original JEA contract to continue their services and add additional module and maintenance fees, which increased the maximum indebtedness by \$117,489.00. Award document is attached for reference.

The current letter of agreement expires September 30, 2015. A committee has been reviewing the existing product to determine whether to extend the ACLARA agreement or conduct a formal bid process for a new vendor. An RFI process was conducted and five (5) vendors, including ACLARA, presented new products. JEA intends to bid out a formal RFP, and a six (6) month renewal is requested for ACLARA while this RFP process is completed.

Request approval to grant a renewal to Aclara Technologies LLC during the bidding process, in the amount of \$127,934.00 for a new not-to-exceed amount of \$971,423.00, subject to the availability of lawfully appropriated funds.

**Manager:**

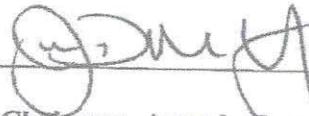
**Director:**

Vento, Richard J. - Dir Customer Solutions & Market Development

**VP:**

Whiting, Monica A. - Chief Customer Officer

**APPROVALS:**

  
 \_\_\_\_\_  
 Chairman, Awards Committee Date

9-17-15

  
 \_\_\_\_\_  
 Manager, Capital Budget Planning Date

9/17/15

**From:** [Woyak, Nathan J.](#)  
**To:** [Sundy, Rachelle M. - Procurement Vendor Specialist](#)  
**Cc:** [Dickie, Samantha E.](#)  
**Subject:** RE: Breakdown of ACOARA funding  
**Date:** Wednesday, September 16, 2015 1:49:42 PM

Rachelle or Sam, could you attached this email to award 5 in sharepoint. Thanks,

**From:** Tilden, Payson J. - Manager Customer Solutions  
**Sent:** Wednesday, September 16, 2015 1:48 PM  
**To:** Woyak, Nathan J.  
**Cc:** Dickie, Samantha E.  
**Subject:** Breakdown of ACOARA funding

Nathan,

Since the beginning of the ACLARA Agreement, JEA has paid ACLARA the same four line items each year beginning in FY2013

License Fees:	\$110,667	paid one time annually to cover license cost of Tracker software
Maintenance Fees	\$ 66,400	paid in quarterly installments to cover maintenance of Tracker software
ASP/Hosting Fees	\$ 76,400	paid in quarterly installments to cover ACLARA administration for operating Tracker software for JEA customers
Alerts Email/SMS Fees	\$ 2,400	paid in monthly amounts based on \$0.08 per email or alert sent out by ACLARA for JEA customers. This figure fluctuates, depending on JEA's requests for special email campaigns or

requested.

Or increased alerts messages

Total \$255,867 Amount established in Customer Solutions Program Portfolio Budget Details for FY16

This amount was divided by 2 to cover the six months extension being requested for ACLARA while an RFP process for a Tracker product is being completed. ACLARA's current letter of agreement expires on September 30, 2015.

I will scan and send to you a letter from ACLARA from the FY2014 program showing these same line item figures which were also the same for FY15.

Payson

*Payson Tilden*

Payson Tilden  
 Program Manager, Customer Solutions  
 JEA, Tower 12  
 21 West Church



## Formal Bid and Award System

Award #4 9/11/2014

**Type of Award Request:** CHANGE ORDER  
**Request #:** 122  
**Requestor Name:** Tilden, Payson J. - Manager Customer Solutions  
**Requestor Phone:** (904) 665-6187  
**Project Title:** My Utility Tracker  
**Project Number:** 8002359  
**Project Location:** JEA  
**Funds:** O&M  
**Award Estimate:** \$117,389.00

**Description of Request:**

Customer Solutions is requesting an increase of \$117,389.00 in the current agreement with Aclara Technologies for the license, operating and maintenance of the JEA on-line portal, My Utility Tracker, to be added to the current total of \$726,000.00 to continue their services through FY15 year to the end of their contract on 09/30/2015.

**Requisition Number:** TBD  
**JEA IFB/RFP/State/City/GSA#:** 114-11 (CPA 122993)  
**Purchasing Agent:** Woyak, Nathan  
**Is this a ratification?:** NO  
**If yes, explain:**

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
Aclara Technologies LLC	Christine Johnson	Cjohnson@Aclara.Com	30400 Solon Rd, Solon OH 44139	(440) 528-7222	\$117,389.00

**Amount of Original Award:** \$726,000.00  
**Date of Original Award:** 3/1/2012  
**Change Order Amount:** \$117,389.00  
**List of Previous Change Orders:** N/A  
**New Not-To-Exceed Amount:** \$843,500.00  
**Contract Type:** Term Contract

**Length of Contract/PO Term:** Three (3) Years w/ one (1) – 1-year renewal  
**Begin Date (mm/dd/yyyy):** 10/01/2012  
**End Date (mm/dd/yyyy):** 09/30/2015  
**Contract/PO Detail:**  
**Renewal Options Remaining:** Yes, one (1), 1-year renewal  
**JSEB Requirement:** Optional with criterion  
**Comments on JSEB Requirements:** No JSEBs were named

**Background/Recommendations:**

The Awards Committee approved an award on 3/1/2012 to Aclara Technologies for a three year period from 10/01/2012 to 09/30/2015 to provide the licensing, operation, maintenance and reporting for My Utility Tracker, the JEA on-line bill analysis and assessment product for all customers. The original award was competitively bid, with participation from three vendors. A copy of the prior award is attached.

This is a 3 year contract in the amount of \$726,000. The additional funding to fulfill the original contract term in the amount of \$117,389.00 is due to an additional module and maintenance fees that were not part of the original scope of work. During the next 12 months, a Program Feasibility and Functionality Review will be done to determine (within an appropriate time to process a new RFP if needed) whether it is cost efficient and beneficial to customers to continue with the current vendor, Aclara, or rebid this product.

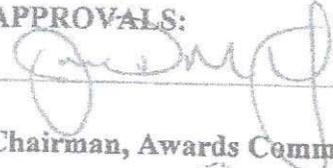
114-11 – Request approval to award a Change Order to Aclara Technologies for My JEA Utility Tracker in the amount of \$117,389.00 for a total amount of \$843,500.00, subject to the availability of lawfully appropriated funds.

**Manager:**

**Director:** Vento, Richard J. - Dir Customer Solutions & Market Development

**VP:** Whiting, Monica A. - Chief Customer Officer

**APPROVALS:**

  
 \_\_\_\_\_ 9-11-14  
**Chairman, Awards Committee** **Date**

  
 \_\_\_\_\_ 9/11/14  
**Manager, Capital Budget Planning** **Date**



## Formal Bid and Award System

Approved by the JEA Awards Committee  
Date 3-1-12 Item # 3

Award #3 3/1/12

## Type of Award Request: Proposal

Requestor Name: Selders, Steven Gregory  
Requestor Phone: 904-665-6597  
Request #: 2017  
Project Title: O&M Funding Award for Aclara Customer Energy Portal  
(Official Name: My JEA Utility Tracker)  
Project Number: 10501  
Award Estimate: N/A  
Funds: O&M

## Description of Request/Product Description:

The goal of the JEA Customer Energy and Water Management Portal project centers around providing JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal that will assist them in understanding their usage patterns and provide them information to improve the efficiency of their home or business. The project is part of the JEA/DOE Smart Grid program and the tool and services described herein are deliverables identified in the JEA/DOE Smart Grid Project Execution Plan (PEP).

This tool will be utilized by JEA customers, JEA CCC representatives and JEA's DSM Implementation Contractors to assist our customers in their energy and water management decisions.

Requisition Number: TBD  
JEA IFB/RFP/State/City/GSA #: 114-11  
Purchasing Agent: Renee' McQuaig  
Is this a Ratification? NO

If yes, explain:

## Recommended Awardee(s)

Name	Address	Phone	Fax	Amount
119695 Aclara Software, Inc.	16 Laurel Ave. Wellesley, MA 02481	(781) 694-3309	(781) 694-3200	\$726,000.00

## Recommended Award Information

Amount for entire term of Contract/PO: \$726,000.00

**Award Amount for initial year:** \$242,000.00 (FY '13)  
**Length of Contract/PO Term:** 3 years  
**Beginning Date:** 10/1/2012  
**Ending Date:** 9/30/2015  
**Renewal Options:** YES  
**If Yes, please explain:** Renewal option is included in the contract. This is a hosted software solution.  
**JSEB Requirement:** JSEB participation was an evaluation criterion  
**Comments on JSEB Requirements:** None of the proposals included JSEB participation

#### All Bidders

Name	Rank	Score	Disqualified	Reason
Aclara Software, Inc.	1	107.3	Γ	
Tendrill	2	98.9	Γ	
Opower	3	92.4	Γ	

#### Background/Recommendation

This award covers the O&M portion of the contract with Aclara. JEA advertised this solicitation on 8/8/11. Twelve (12) companies attended the pre-bid on 8/12/11. Three (3) companies submitted proposals. On 9/27/11 JEA held demonstration meetings for each of the companies that submitted proposals.

The proposals were then independently scored. The final scores and rankings were approved during JEA's public evaluation process on 10/14/11. On 12/15/11, the Awards Committee approved the capital portion of this contract for \$680,000.00.

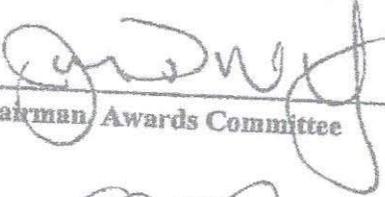
Current implementation of Aclara Energy Portal software is now underway. This is the O&M software-as-a-service (SaaS) piece that will be needed to pay for annual license, maintenance, and hosting fees for this software application begin once implementation is complete.

Aclara quoted O&M costs of \$210,000.00 / year. An additional amount of \$32,000 / year is included with this award amount as JEA has added additional features during implementation as well as to cover transactional costs for SMS and emails to JEA customers.

JEA RFP # 114-11 – Request approval to award a three-year contract to Aclara Software Inc., for JEA Customer Energy and Water Management Portal maintenance in the not to exceed amount of \$726,000.00, subject to the availability of lawfully appropriated funds.

	Approver
Manager:	
Director:	Fore, Lavonia L (Bea)
VP:	Kendrick, Wanyonyi Jaeger

**APPROVALS:**

  
\_\_\_\_\_  
Chairman Awards Committee 3-1-12  
Date

  
\_\_\_\_\_  
Director, Financial Planning, Budgets and Rates 3/1/12  
Date

**Weir, Rachelle M. - Procurement Vendor Specialist**

**From:** Tilden, Payson J. - Manager Customer Solutions  
**Sent:** Monday, February 29, 2016 8:26 AM  
**To:** Woyak, Nathan J.  
**Subject:** Request for information for ACLARA

Nathan,

Since the beginning of the ACLARA Agreement, JEA has paid ACLARA the same four line items each 12 month period beginning in FY2013

License Fees: software	\$110,667	paid one time annually to cover license cost of Tracker
Maintenance Fees: Tracker software	\$ 66,400	paid in quarterly installments to cover maintenance of
ASP/Hosting Fees: administration for operating Tracker software for JEA customers	\$ 76,400	paid in quarterly installments to cover ACLARA
Alerts Email/SMS Fees: sent out by ACLARA for JEA customers. This figure fluctuates, depending or increased alerts messages requested.	\$ 2,400	paid in monthly amounts based on \$0.08 per email or alert on JEA's requests for special email campaigns
Total 12 month budget: Portfolio Budget Details for FY16	\$255,867	Amount established in Customer Solutions Program

The current ACLARA contract ends March 31, 2016. In order to complete the RFP process as well as cover the expected transition period for implementation and integration of a new system or an enhanced ACLARA system, Customer Solutions is requesting a 12 month extension of the contract from April 1, 2016 to March 31, 2017, with an increase in contract funds of \$255,867.

Please let me know if you need anything else.

Payson

*Payson Tilden*

Payson Tilden  
 Program Manager, Customer Solutions  
 JEA, Tower 12  
 21 West Church  
 Jacksonville, FL 32202  
 Tel: 904 665-6187  
 Fax: 904 665-7386

**AMENDMENT 7  
TO CONTRACT #122993  
BETWEEN  
JEA and  
ACLARA TECHNOLOGIES, LLC**

**THIS AMENDMENT NUMBER 7** ("Seventh Amendment") is made and entered into this 1st day of July 2021, (the "Effective Date"), by and between JEA, a body politic and corporate located at 21 W. Church St, Jacksonville, Florida, 32202, and ACLARA TECHNOLOGIES LLC, a corporation existing under the laws of the State of Ohio, with its principal office located at 77 Westport Plaza, Suite 500, St Louis, MO 63146, (hereinafter called the "Company").

**RECITALS:**

WHEREAS, on March 1, 2012, the parties made and entered into an agreement (the "Original Agreement") under which Company agreed to provide software, hosting, maintenance and support services for the ACLARA for My Utility Tracker through October 1, 2015 ("Term.") with the option of one (1), one (1) year renewal option pursuant to JEA Contract Number 122993, with a Maximum Indebtedness of **Six Hundred Eighty Thousand and 00/100 Dollars (\$680,000.00)**; and

WHEREAS, on or about March 12, 2013, IBA added the "Aclara Mobile Experience" to the implementation contract, and increased the Maximum Indebtedness by **Fifty Thousand and 00/100 Dollars (\$55,000.00)** to make the new Maximum Indebtedness total **Seven Hundred Twenty-Six Thousand and 00/100 Dollars (\$726,000.00)**; and

WHEREAS, on or about September 11, 2014, JEA increased the Maximum Indebtedness in the amount of **One Hundred Seventeen Thousand Three Hundred Eighty-Nine and 00/100 Dollars (\$117,389.00,389.00)**; and

WHEREAS, on or about October 3, 2014, JEA administratively increased the Maximum Indebtedness, as allowed by the JEA. Procurement Code, in the amount of **One Thousand Two Hundred Thirty-Nine and 68/100 Dollars (\$1,239.68)**; and

WHEREAS, on September 17, 2015, JEA increased the Maximum Indebtedness, as approved by the JEA Awards Committee, in the amount of **One Hundred Twenty Seven Thousand Nine Hundred Thirty Four and 00/100 Dollars (\$127,934.00)**, extended the Term of the Original Agreement by an additional six (6) months, making the new expiration date March 31, 2016 and implemented monthly reporting of the Tracker Web Stats report and WHEREAS, on or about October 22, 2015, JEA administratively increased the Maximum Indebtedness, as allowed by the JEA Procurement Code, in the amount of **One Thousand Four Hundred Forty and 00/100 Dollars (\$1,440.00)**; and

WHEREAS, on April 22, 2016, JEA increased the Maximum Indebtedness, as allowed by the JEA Procurement Code, in the amount of **Two Hundred Fifty-Five Thousand Eight Hundred Sixty-Seven and 00/100 Dollars (\$255,867.00)** for a new not to exceed amount of **One Million Two Hundred Twenty Nine Thousand Eight Hundred Sixty-Nine and 68/100 Dollars (\$1,229,869.68)**, and extended the Term of the Original Agreement by an additional one year, making the new expiration date March 31, 2017; and

WHEREAS, on April 1, 2017, JEA increased the Maximum Indebtedness by **Two Hundred Fifty-Five Thousand Eight Hundred, Sixty-Seven and 00/100 Dollars (\$255,867.00)**, and extended the Term of the Original Agreement by an additional one year making the new expiration date March 31, 2018; and

WHEREAS, on April 1, 2018, JEA increased the Maximum Indebtedness by **Sixty-Three Thousand Nine Hundred, Sixty-Six and 75/100 Dollars (\$63,966.75)**, and extended the Term of the Original Agreement by an additional three months; and

WHEREAS, starting July 1, 2018, JEA increased the Original Agreement for an additional two-year period, and increased the Maximum Indebtedness by **Five Hundred, Eleven Thousand Seven Hundred Thirty-Four and 00/100 Dollars (\$511,734.00)** with a Maximum Indebtedness of **Two Million Sixty-Five Thousand Four Hundred Thirty-Seven and 43/100 (\$2,065,437.43)**.

WHEREAS, starting July 1, 2020, the Original Agreement was amended such that Company's fees for the services increased, by **Two Hundred Sixty Thousand, Nine Hundred Eight Four and 34/100 Dollars (\$260,984.34)** which shall be invoiced on a quarterly basis in accordance with Exhibit A, attached hereto. The new Maximum Indebtedness shall now be **Two Million Three Hundred Twenty-six Thousand Four Hundred Twenty-One and 77/100 Dollars (\$2,326,421.77)**.

**IN CONSIDERATION** of the Original Agreement and for the mutual promises and covenants herein contained, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

#### **AGREEMENT:**

1. **Maximum Indebtedness.** The Original Agreement shall be amended such that Company's fees for the services shall be increased, by **Two Hundred Sixty Thousand, Nine Hundred Eight Four and 34/100 Dollars (\$260,984.34)** which shall be invoiced on a quarterly basis in accordance with Exhibit A, attached hereto. The new Maximum Indebtedness shall now be **Two Million Five Hundred Eighty-Seven Thousand, Four Hundred Six and 11/100 Dollars (\$2,587,406.11)**.
2. **Term.** The Term of the Original Agreement shall be extended for an additional one year starting **July 1, 2021** making the new termination of date **June 30, 2022**, at and for the prices established in Exhibit A. JEA reserves the right to terminate this agreement upon 60 days written notice.
3. The above recitals are true and correct and, by reference, are incorporated herein and made part hereof.

**SAVE AND EXCEPT** as hereby specifically amended herein, the terms and conditions of

the Original Agreement, as amended, shall remain in full force and effect.

**IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment the day and year first above written.**

**ATTEST:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: Maurice Scarboro

Name: Maurice Scarboro

Title: Contracts Associate

Date: 4/13/2021

**ACLARA TECHNOLOGIES LLC**

DocuSigned by:  
By: Kumi Premathilake  
63474F6105C64F4

Name: Kumi Premathi Iake

Title: DVP AMI & Services

Date: 4/2/2021

**JEA**

By: Jenny McCollum

Name: Jenny McCollum

Title: Director of Procurement & Chief Procurement Officer

Date: 04/13/2021

**APPENDIX A****Pricing**

Aclara is offering a one-year extension of the current contract with JEA for My Utility Tracker. The initial period would be from July 1, 2021 to June 30, 2022. The contract budget would be for the one-year amount of \$260,984.34, itemized as follows:

Line Item 1: Alerts/Email/SMS	\$ 2,448.00
Line Item 2: License Fee	\$ 112,880.34
Line Item 3: Hosting Fees	\$ 77,928.00
<u>Line Item 4: Maintenance Fees</u>	<u>\$ 67,728.00</u>
	<b>\$ 260,984.34</b>

Thank you.

Jerry Rahon

Sr. Director, Software Solutions Sales



# Formal Bid and Award System

Award #3 May 26, 2022

**Type of Award Request:** PIGGYBACK (STATE OF FLORIDA)  
**Requestor Name:** Tablada, Alan S. - Mgr Laboratory Services  
**Requestor Phone:** (904) 665-5760  
**Project Title:** Laboratory Equipment and Supplies  
**Project Number:** 260-01, HWD0300  
**Project Location:** JEA  
**Funds:** Capital & O&M  
**Budget Estimate:** \$223,041.00  
**Scope of Work:**

This request is to purchase laboratory supplies and equipment for the JEA Main Street Laboratory. The Award is a piggyback on the State of Florida contract with Fisher Scientific Company, LLC.

**JEA IFB/RFP/State/City/GSA#:** ITN15NH-105  
**Purchasing Agent:** King, David  
**Is this a ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
FISHER SCIENTIFIC COMPANY, LLC	Michael Asher	michael.asher@thermofisher.com	3970 Johns Creek Court Suite 500, Suwanee, GA, 30024	(850) 590-7917	\$126,217.65

**Amount of Original Award:** \$300,000.00  
**Date of Original Award:** 03/18/2021  
**Contract Increase Amount:** \$126,217.65  
**New Not-To-Exceed Amount:** \$426,217.65  
**Length of Contract/PO Term:** Five (5) Years w/ Three (3) – 1 Yr. Renewals  
**Begin Date:** 04/01/2015  
**End Date:** 03/31/2023  
**Renewal Options:** Three (3) – 1 Yr. Renewals  
**JSEB Requirement:** N/A - Piggyback

### Comments on JSEB Requirements:

### Background/Recommendations:

On 04/01/2015 the State of Florida executed a competitively bid contract (ITN15NH-105 Research Laboratory Supplies) with Fisher Scientific Company, LLC. The contract term has been utilized and has been renewed yearly, with the latest expiration date of 03/31/2023. Upon review of the pricing for the laboratory supplies and equipment, it was determined reasonable to piggyback.

JEA awarded an informal piggyback CPA using this contract on March 18, 2021 for a not-to-exceed amount of \$300,000.00. Currently, there is \$28,782.35 remaining on the CPA. With the most recent

contract renewal, JEA needs to add an additional \$126,217.65 in order to fund laboratory supplies and materials as well as capital laboratory equipment for the rest of the contract term.

Request approval to award contract to Fisher Scientific Company, LLC for the purchase of laboratory supplies and equipment in the amount of \$126,217.65, for a new not to exceed amount of \$426,217.65, subject to lawfully appropriated funds.

**Director:** Holbrooks, Kevin. - Dir Air & Laboratory Permitting & Compliance

**VP:** Young, Orrin W. - VP Environmental Services

**APPROVALS:**

---

**Chairman, Awards Committee** **Date**

---

**Budget Representative** **Date**



**ALTERNATE CONTRACT SOURCE NO. 41120000-15-ACS**  
**Research Laboratory Supplies**  
**Fisher Scientific Company, L.L.C.**  
**University of Florida**  
**University of Florida Contract No.: ITN15NH-105**

This Alternate Contract Source Agreement (ACS) is made and entered into as of the last date signed below by and between the State of Florida, Department of Management Services (Department) and Fisher Scientific Company, L.L.C., (Contractor).

**1. Authority**

- 1.1 The Department is authorized by subsection 287.042(16), Florida Statutes, “to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract.”
- 1.2 The University of Florida (UF) competitively procured Research Laboratory Supplies and awarded contract ITN15NH-105 to Contractor. A Memorandum of Understanding (MOU) was executed on February 13, 2015 between the parties and is attached hereto as Exhibit A, (“Authorized Contract”). The Department has evaluated the Authorized Contract, together with any amendments and exhibits thereto, and hereby acknowledges in writing that use of the Authorized Contract is cost-effective and in the best interest of the State.
- 1.3 Therefore, the Department enters into this ACS with Contractor.

**2. Additional Definitions**

- 2.1 Agency – An entity within the executive branch of State government, as described in subsection 287.012(1), Florida Statutes.
- 2.2 Customer – an Agency that procures Research Laboratory Supplies under the ACS.
- 2.3 Research Laboratory Supplies - are life science and chemical products, consumable supplies, small laboratory equipment, laboratory instruments and other laboratory supplies, safety equipment and safety supplies.
- 2.4 State – the State of Florida.

**3. Purpose and Scope of Use**

- 3.1 The Purpose of this ACS is to acquire Research Laboratory Supplies for use by Agencies.
- 3.2 Customers may procure Research Laboratory Supplies from this Agreement pursuant to the terms and conditions of the Authorized Contract as modified and supplemented herein.

#### **4. Term and Renewal**

- 4.1 Term: This ACS shall become effective on April 1, 2015 or the date on which the agreement has been signed by both parties, whichever is later and shall have a term that is coterminous with the Authorized Contract, currently effective through February 12, 2020, unless terminated earlier by UF. In addition to the rights contained in the Authorized Contract, the Department reserves the right to terminate this ACS, effective upon 30 day written notice.
- 4.2 Renewal: Upon agreement of the parties, this ACS maybe renewed for a term that does not exceed the initial or renewal term of the Authorized Contract. Renewal must be in writing and is subject to the same terms and conditions set forth in the Authorized Contract, and any amendments, and this ACS, and any amendments.

#### **5. Authorized Contract Terms and Exhibits Incorporated into the ACS**

- 5.1 The attached Exhibits A-D of Section 10 are hereby incorporated into the ACS as if fully set forth herein, unless modified below and shall remain in full force and effect throughout the term of the ACS, unless modified in writing by the parties.
- 5.2 The following sections of Exhibit A, Authorized Contract, are superseded by Section 6, Terms Supplemental to the Authorized Contract.
- 5.2.1 Section I.D., Invoicing and Payment Terms
- 5.2.2 Section III.B., Hot List
- 5.2.3 Section IV.E., Quarterly Business Review Meetings
- 5.2.4 Section IV.F., eBusiness
- 5.2.5 Section IV.G., Reporting
- 5.3 Exhibit A, Section IV.A., Account Management is superseded by Section 7, Contract Management.
- 5.4 Exhibit A, Section III.D., Participation Incentive Fee is not incorporated into this ACS.

#### **6. Terms Supplemental to the Authorized Contract**

- 6.1 Form PUR 1000, General Contract Conditions
- This form is incorporated by reference and may be downloaded and viewed at: <http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>. If a conflict exists between the Authorized Contract and the General Contract Conditions, the Authorized Contract shall take precedence over the General Contract Conditions unless the conflicting term in the General Contract Conditions is required by Florida law, in which case the General Contract Conditions term will take precedence.
- 6.2 Purchase Order Limitations
- Terms and conditions inconsistent with or contrary to the terms and conditions of the ACS and the Authorized Contract shall not be added to or incorporated into the ACS or the Authorized Contract by any subsequent purchase order or otherwise; any attempts to add or incorporate such terms and conditions shall be null and void.
- 6.3 Purchase Orders
- In order to purchase products and services from the Authorized Contract, Customers shall issue purchase orders referencing this ACS. Customers are responsible for reviewing terms and conditions of this ACS and the Authorized Contract. The Department is not a party to any purchase order issued by a Customer.

6.4 Contractor Pricing

Contractor pricing discounts are listed in Exhibit B: Prime Award PPG schedule with Bands and Exhibit C: Prime Award PPG Schedule to this ACS for use by customers in procuring Research Laboratory Supplies under this Agreement.

6.5 Hot List

Within 30 days of execution of the ACS and annually in January thereafter, the Contractor shall develop a Hot List Pricing sheet, which shall be incorporated by reference and posted on the Department's website. The Hot List contains additional discounts based on the volume of State purchases for specific items.

6.6 Employment Eligibility Verification

Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of staff assigned by the Contractor to work in the United States and to provide services to Agencies during the ACS term. The Contractor shall include in agreements with Subcontractors a requirement that Subcontractors providing temporary staff to the Contractor utilize the E-Verify system to verify the employment eligibility of all such staff.

6.7 Preferred Pricing

The Contractor agrees to submit to the Department, at least annually, an affidavit from an authorized representative attesting that the Contractor is in compliance with the best pricing offer provision contained in General Contract Conditions (PUR 1000), Paragraph 4(b).

6.8 Scrutinized Company List

In executing this ACS, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this ACS for cause if the Contractor is found to have submitted a false certification, or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the ACS.

6.9 MyFloridaMarketPlace Registration

In order to complete any transaction authorized by this ACS, Contractor must be registered in MyFloridaMarketPlace. All transactions are subject to a transaction fee pursuant to Rule 60A-1.031, Florida Administrative Code.

6.10 Transaction Fee Report

Contractor is required to submit quarterly Transaction Fee Reports in electronic format. Transaction Fee Reports shall be submitted in accordance with the detailed fee reporting instructions and vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendors on the MyFloridaMarketPlace website, located at <http://dms.myflorida.com/mfmp>.

6.11 Electronic Invoice

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MyFloridaMarketPlace (MFMP). Contractor agrees, upon

Department's request, to establish electronic invoicing within 90 days of written request. Electronic invoices shall be submitted to the Customer through the Ariba Network in one of three mechanisms as listed below.

#### 6.11.1 cXML (commerce eXtensible Markup Language)

This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the Ariba Network for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for e-Invoicing.

#### 6.11.2 EDI (Electronic Data Interchange)

This standard establishes the data contents of the Invoice Transaction Set for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network for catalog and non-catalog goods and services.

#### 6.11.3 PO Flip via Ariba Network

The online process allows suppliers to submit invoices via the Ariba Network for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their Ariba Network account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

6.11.4 For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

6.11.5 The Contractor will work with the MFMP management team to obtain specific requirements for the Electronic Invoicing upon contract award.

### 6.12 Purchasing Card Program

The Contractor must accept universal card format Purchasing Cards (e.g., American Express, MasterCard, and Visa), but this is not the exclusive method of payment (e.g., purchase order). The method of ordering and payment (e.g., purchase order, Purchasing Card) shall be selected by the Eligible User.

The State of Florida has implemented a purchasing card program, using the Visa platform. Contractors may receive payment from state agencies by the purchasing card in the same manner as other Visa purchases. Visa acceptance is mandatory but is not the exclusive method of payment. The State reserves the right to change the platform as necessary. The State will not fill out any Contractor forms or contracts in association with the Contractor accepting a purchasing card payment. Contractors are not allowed to charge a fee for accepting a purchasing card payment. Surcharges or convenience fees are prohibited. Fees shall not be charged for using a purchasing card unless the fees are charged for all methods of payment (cash, check, debit cards, vouchers, etc.), and must be approved by the Eligible User prior to order acceptance.

On-line billing or payment systems maintained by the Contractor will not store the card holder's account number and expiration date for re-use. Card holders will provide the Contractor with card account information at each transaction.

6.13 Lobbying

Contractor shall comply with sections 11.062, Florida Statutes and 216.347, Florida Statutes, which prohibit the use of state funds to lobby the Legislature, Judiciary, or state agencies.

6.14 Payments by the State

The State of Florida's performance and obligation to pay under this ACS is contingent upon an annual appropriation by the Legislature.

Payment shall be made in accordance with section 215.422, Florida Statutes. Interest penalties for late payment are available subject to the provisions in section 215.422, Florida Statutes. A vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency may be contacted at (850) 413-5516.

6.15 Legal Venue

The exclusive venue of any legal or equitable action, to which the Department is a party that arises out of or relates to this ACS, shall be the appropriate administrative forum or State court in Leon County, Florida. For any legal, administrative or equitable action that arises out of, or relates to, this ACS, Florida law shall apply and Contractor waives any right to a jury trial.

6.16 Notices

Contract notices may be delivered in accordance with section 38, General Contract Conditions, Form PUR 1000, the Authorized Contract or by email to the contact person as identified in section 7.0 below.

6.17 Reporting

In addition to any reports required by the Authorized Contract, the Contractor shall submit a quarterly report in the required format electronically to the Department's Contract Manager within 30 days of the end of the quarter. The Department reserves the right to require the Contractor to provide additional reports within 30 days of written notice. Failure to provide the quarterly report or other reports requested by the Department may result in the Contractor being found in default and may result in termination of the ACS. Initiation and submission of the quarterly report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. Should no sales be recorded in two consecutive contract quarters, the Department may terminate the ACS.

6.18 Business Review Meetings

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and the ACS terminated.

## 6.19 Commitment to Diversity in Government Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority, women, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com).

Upon request, the Contractor shall report to the Department, sales with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise and the amount paid to each minority vendor on behalf of each agency ordering under the terms of this Contract.

## 6.20 Public Records

### 6.20.1 Access to Public Records

The Contractor shall allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Article I, Section 24(a), Florida Constitution or section 119.07(1), F.S. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access as required in this section.

### 6.20.2 Redacted Copies of Confidential Information

If Contractor considers any portion of any documents, data, or records submitted to the Department to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Contractor must – upon request, provide the Department with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and shall be clearly titled “Confidential.” The redacted copy should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

### 6.20.3 Request for Redacted Information

In the event of a public records or other disclosure request pursuant to Chapter 119, F.S., the Florida Constitution or other authority, to which documents that are marked as “Confidential” are responsive, the Department will provide the Contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Contractor such an assertion has been made. It is the Contractor’s responsibility to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Contractor under legal process, the Department shall give the Contractor prompt notice of the demand prior to releasing the information labeled “Confidential” (unless otherwise prohibited by applicable law). Contractor shall be responsible for defending its

determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

#### 6.20.4 Indemnification for Redacted Information

Contractor shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Contractor fails to submit a redacted copy of information it claims is Confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request or other lawful request for these records.

#### 6.21 Security and Confidentiality

6.21.1 The Contractor shall ensure that confidential or exempt information is protected from disclosure in accordance with Florida law.

6.21.2 The Contractor shall comply with the accessibility standards stated in section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794(d)), including regulations set forth under 36 C.F.R. part 1194, and sections 282.601-606, Florida Statutes.

6.21.3 At the expiration of the ACS, the Contractor shall return all Department or Customer information to the Department or Customer in a usable format to be agreed upon by the Department, Customer, and Contractor.

6.21.4 At the expiration of the ACS and after all federal and state record retention requirements have been met, the Contractor shall destroy and render unrecoverable all remaining Department or Customer information and certify in writing to the Department or Customer that these actions have been taken. Contractor shall adhere to the information destruction standards established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov>

6.21.5 The first sentence of section 33, General Contract Conditions, PUR 1000 is replaced by the following: The Contractor shall comply fully with all security procedures of the Customer, including those adopted pursuant to section 501.171, Florida Statutes, and Chapter 71A-1, Florida Administrative Code, in performance of the Purchase Order. The warranties of this paragraph shall survive the ACS. If the Customer's security procedures in place as of the effective date of the Purchase Order materially change, then the Customer shall promptly notify the Contractor, and the Contractor and the Customer shall negotiate an amendment to the Purchase Order to address the change in procedures.

#### 6.22 Compliance with Laws

The Contractor shall comply with all laws, Florida Administrative Code rules, ordinances, and licensing requirements applicable to the conduct of its business within the State, including those of federal, state, and local governmental entities having jurisdiction and authority. By way of non-exhaustive example, Chapter 287, Florida Statutes, and Chapter 60A-1, Florida Administrative Code, govern the ACS. By way of further non-exhaustive example, the Contractor shall comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws may be grounds for termination of the ACS.

The Contractor also shall be governed by and shall not act inconsistently with sections 119.07 and 119.0701, Florida Statutes, regarding public records (all data or information furnished by the Department or State of Florida are state data and records), and section 501.171, Florida Statutes, regarding data security and records maintenance. Any maintenance, support, notice, self-training, certification, audit, review or other provisions contained in Purchase Orders, or additional terms and conditions incorporated into those agreements, that do not comply with Florida law shall not apply to this ACS.

## **7. Contract Management**

7.1 The Department employee responsible for maintaining the contract file for this ACS is:

Christopher McMullen, Contract Manager/Purchasing Analyst  
FL Department of Management Services  
Division of State Purchasing  
4050 Esplanade Way, Ste. 370  
Tallahassee, FL 32399-0950  
Telephone: (850) 922-9867  
E-mail: [Christopher.McMullen@dms.myflorida.com](mailto:Christopher.McMullen@dms.myflorida.com)

7.2 The Department may unilaterally appoint a different Contract Manager to the ACS. Said action shall not constitute or require an amendment to the ACS. Any communication to the Department relating to the ACS shall be addressed to the Contract Manager.

7.3 The Contractor shall assign one individual to serve as the designated contact person for this ACS. All questions and Customer service issues concerning this ACS shall be directed to the Contractor's designated contact person. It will be the designated contact person's responsibility to coordinate with necessary Customer personnel as required to answer questions and resolve issues. The Contractor must provide written notice to the Department if a new employee is designated as the contact person for this ACS within 5 business days of the change.

7.4 The Contractor employee responsible for maintaining the contract file for this ACS is:

Mark Mullins, Region Manager Florida  
Fisher Scientific, L.L.C.  
3970 Johns Creek Court  
Suwannee, GA 30024  
Telephone: (305) 528-0672  
E-mail: [Mark.Mullins@thermofisher.com](mailto:Mark.Mullins@thermofisher.com)

## **8. Consequences for Non-performance**

8.1 Financial Consequences

Customers must apply financial consequences if the Contractor fails to perform in accordance with the ACS or Customer Purchase Order(s). Customer Purchase Order(s) will include financial consequences for non-performance. Financial consequences for non-performance shall not be considered penalties.

8.2 Contractor Event of Default

Any non-performance by the Contractor, which is not cured within at least 30 days after receipt of written notice thereof by the State, may constitute a default. At the State's exclusive discretion, the period afforded for cure may be extended so long as Contractor institutes satisfactory performance and thereafter diligently and continuously pursues satisfactory performance.

- 8.3 **State Remedies**  
Upon the occurrence of a default on the part of the Contractor, the State is entitled to remedies as stated in rule 60A-1.006, Florida Administrative Code, without limitation as to the State's pursuit of other remedies at law or equity.
- 8.4 **State Event of Default**  
The State's failure to perform or delay in performing any of the its responsibilities under this ACS will not constitute grounds for termination of the ACS, or Purchase Order(s), or other means of purchase, by the Contractor except for a failure by the State to timely pay amounts due and owing after a reasonable time to cure and agreement by the State.

**9. Subcontractors**

The Contractor shall not use subcontractors to provide products or perform services under this ACS without express prior written permission of the Department. Contractor's use of subcontractors without the express prior written consent of the Department shall constitute a breach of this ACS and may result in termination of the ACS.

**10. Exhibits to the ACS**

- 10.1 All terms and conditions contained in Exhibits A through D are incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of the ACS, unless modified in writing by the parties. The Exhibits are:
- 10.1.1 Exhibit A: The Authorized Contract, including exhibits and amendments as modified by Section 5 of this document.
  - 10.1.2 Exhibit B: Prime Award PPG schedule with Bands
  - 10.1.3 Exhibit C: Prime Award PPG schedule
  - 10.1.4 Exhibit D: UF's Invitation to Negotiate No. ITN15NH-105 for Research Laboratory Supplies

**11. Entire Agreement of the Parties**

- 11.1 This document and Exhibits A through D constitute the ACS and entire understanding of the parties. Any modification to the ACS must be in writing and signed by the parties.
- 11.2 In the event of conflict, this document, the exhibits and agency purchase orders shall have priority in the order listed below:
- 11.2.1 This document and amendments, with latest issued having priority
  - 11.2.2 Exhibit A: Authorized Contract and amendments
  - 11.2.3 Exhibit D: UF's Invitation to Negotiate No. ITN15NH-105 for Research Laboratory Supplies and amendments
  - 11.2.4 PUR 1000, General Contract Conditions
  - 11.2.5 Exhibit C: Prime Award PPG Schedule
  - 11.2.6 Exhibit B: Prime Award PPG Schedule with Bands
  - 11.2.7 Hot List Pricing
  - 11.2.8 Purchase Orders issued pursuant to the ACS

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date signed by both parties below.

State of Florida  
Department of Management Services:

Fisher Scientific Company, L.L.C.:

Signature: \_\_\_\_\_

Signature: 

Name: Chad Poppell

Name: Eric Patterson

Title: Secretary

Title: Regional Vice President, Sales

Date: \_\_\_\_\_

Date: 03-19-2015

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date signed by both parties below.

State of Florida  
Department of Management Services:

Fisher Scientific Company, L.L.C.:

Signature: 

Signature: 

Name: Chad Poppell

Name: Eric Patterson

Title: Secretary

Title: Regional Vice President, Sales

Date: 3/26/15

Date: 03-19-2015

**State of Florida**  
**PUR 1000**  
**General Contract Conditions**

**Contents**

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**1. Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- (b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.
- (c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.
- (d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

**2. Purchase Orders.** In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

**3. Product Version.** Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

**4. Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.

- (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
- (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
- (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
- (d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
- (e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

**5. Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

**6. Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted

commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

- 7. Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
- 8. Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
- 9. Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
- 10. Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
- 11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
- 12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor

shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

**13. Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

**14. Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

**15. Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any

other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

**16. Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

**17. Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

**18. Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the

Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

**19. Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

**20. Limitation of Liability.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the

Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

**21. Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

**22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

**23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that

the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

- 24. Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.
- 25. Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.
- 26. Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the

solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

**27. Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

**28. Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise

linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

**30. Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

**31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

**32. Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject

and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

- 33. Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.
- 34. Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.
- 35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.
- 36. Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- 37. Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.
- 38. Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency

designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

**39. Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

**40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

**41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

**42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**43. Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

**44. Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**45. Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

**46. Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**47. Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.



# Formal Bid and Award System

Award #4      May 26, 2022

**Type of Award Request:** RENEWAL  
**Requestor Name:** Boatwright, Dan B. - Mgr Receivables & Collection Services  
**Requestor Phone:** (904) 665-8309  
**Project Title:** Customer Payment Processing Services - Bank to Bank and Lockbox  
**Project Number:** 40304  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** \$150,000.00

**Scope of Work:**

This scope of work is for processing of bank to bank and lockbox customer payment services. Bank to bank customer payment processing shall securely handle electronic payments via electronic check (ACH), from third party billers. The provider of lockbox payment services shall complete manual transactions of payment items received from JEA's USPS P.O. box location.

**JEA IFB/RFP/State/City/GSA#:** 146-18  
**Purchasing Agent:** Dambrose, Nickolas C.  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Amount
BILL2 PAY, LLC	Kathy Wilson	kathy.wilson@bill2pay.com	9428 BAYMEADOWS RD STE 600, Jacksonville FL 32256	\$138,695.02

**Amount of Original Award:** \$502,066.80  
**Date of Original Award:** 07/01/2019  
**Length of Contract / PO Term:** Three (3) Years w/ One (1) – 1 Yr. Renewal  
**New Not-To-Exceed Amount:** \$640,761.82  
**Begin Date (mm/dd/yyyy):** 07/01/2019  
**End Date (mm/dd/yyyy):** 06/31/2023  
**Renewal Options:** None remaining  
**JSEB Requirement:** N/A - Optional

**Background/Recommendations:**

Advertised on 08/24/2018. This contract was competitively bid formally under Request for Proposal (ITN) 146-18. The original award was approved by the Awards Committee 01/31/2019. A copy of the previous award is attached a backup.

This request is to award JEA's one (1) year contract renewal option to Bill2Pay in the amount of \$138,695.02 from 07/01/2022 to 06/31/2023 to maintain the existing scope of the current contract. This contract enables customers to pay their utility bills via a physical check or electronic bank to bank transfers. When compared to the current rates, the new contract increases rates for electronic file processing services \$0.04 per transaction to \$0.053 per transaction. Seventy-six (76%) of JEA's electronic file processing services are filed

through Checkfree that increased its rates from \$0.04 to \$0.06 per transaction. The remaining twenty-four (24%) of the volume are processed through two additional providers with no cost increases. The renewal rates for lockbox payment services remain unchanged. See award backup for details. JEA intends to re-bid this contract prior to expiration of this renewal.

Request approval to award a one (1) year renewal to Bill2Pay LLC, for customer payment processing services in the amount of \$138,695.02, with a new not to exceed amount of \$640,761.82, subject to the availability of lawfully appropriated funds.

**Manager:** Boatwright, Dan B. - Mgr Receivables & Collection Services  
**Director:** Jackson, Christopher A (Chris) – Director Customer Revenue  
**Chief:** Pressley, Sheila Elliott – Chief Customer Officer

**APPROVALS:**

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**Chairman, Awards Committee** **Date**

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**Budget Representative** **Date**

## Award Amount Calculation

Current						Renewal					
<b>2) Customer Payment Processing Services (Inclusive Respondents)</b>						<b>2) Customer Payment Processing Services (Inclusive Respondents)</b>					
* Section 2.0 shall be submitted by Inclusive Respondents only. Inclusive Respondents shall submit pricing to perform the Services as described in Appendix A - Technical Specifications. No additional fees shall apply.						* Section 2.0 shall be submitted by Inclusive Respondents only. Inclusive Respondents shall submit pricing to perform the Services as described in Appendix A - Technical Specifications. No additional fees shall					
<b>Description of Services</b>						<b>Description of Services</b>					
<b>2.0 Bank to Bank Payment Services</b>						<b>2.0 Bank to Bank Payment Services</b>					
The following pricing shall be submitted by an <u>Inclusive Respondent</u> Only.						The following pricing shall be submitted by an <u>Inclusive Respondent</u> Only.					
Item No	Description	Estimated Three (3) Year Qty	Unit of Measure	Unit Price	Total Price	Item No	Description	Estimated One (1) Year Qty	Unit of Measure	Unit Price	Total Price
2.0.1	Implementation Fee (If Applicable)	1	per lump sum	0	0	2.0.1	Implementation Fee (If Applicable)	0	per lump sum	0	0
2.0.2	Training Fee	1	per lump sum	0	0	2.0.2	Training Fee	0	per lump sum	0	0
2.0.3	Electronic File Processing	2,250,000	per transaction	0.04*	\$ 56,250.00	2.0.3	Electronic File Processing	666,226	per transaction	0.053*	\$ 35,309.98
2.0.4	Return Payment Processing	780	per transaction	0	0	2.0.4	Return Payment Processing	780	per transaction	0	0
<b>2.0.5</b>	<b>TOTAL Bank to Bank Payment Services (BAFO)</b>				<b>\$ 56,250.00</b>	<b>2.0.5</b>	<b>TOTAL Bank to Bank Payment Services (BAFO)</b>				<b>\$ 35,309.98</b>
* This rate changed from time of award from \$0.025 to \$0.04						* This rate is a blended rate of three providers. Checkfree (76%) of volume increased its rate from \$0.04 to \$0.06 for this renewal.					
<b>2.1 Lockbox Payment Services</b>						<b>2.1 Lockbox Payment Services</b>					
The following pricing shall be submitted by an <u>Inclusive Respondent</u> Only.						The following pricing shall be submitted by an <u>Inclusive Respondent</u> Only.					
Item No	Description	Estimated Three (3) Year Qty	Unit of Measure	Unit Price	Total Price	Item No	Description	Estimated One (1) Year Qty	Unit of Measure	Unit Price	Total Price
2.1.1	Implementation Fee (If Applicable)	1	per lump sum	0	0	2.1.1	Implementation Fee (If Applicable)	0	per lump sum	0	0
2.1.2	Training Fee	1	per lump sum	0	0	2.1.2	Training Fee	0	per lump sum	0	0
2.1.3	Checks with account numbers	126,000	per transaction	0.22	\$ 27,720.00	2.1.3	Checks with account numbers	156,644	per transaction	0.22	\$ 34,461.68
2.1.4	Checks with no account number. Lookup required	10,440	per transaction	0.22	\$ 2,296.80	2.1.4	Checks with no account number. Lookup required	156,644	per transaction	0.22	\$ 34,461.68
2.1.5	Items Processed (Exact, Non-Exact**, and Multiples***) *Payment Amount = Billed Amount **Payment Amount <- Billed Amount *** Contains Multiple Payments or Multiple Coupons	1,890,000	per transaction	0.22	\$ 415,800.00	2.1.5	Items Processed (Exact, Non-Exact**, and Multiples***) *Payment Amount = Billed Amount **Payment Amount <- Billed Amount *** Contains Multiple Payments or Multiple Coupons	156,644	per transaction	0.22	\$ 34,461.68
2.1.6	Daily Delivery of Exception Items Returned	10,800	per delivery	0	0	2.1.6	Daily Delivery of Exception Items Returned	0	per delivery	0	0
2.1.7	Cash remittance payments	360	per transaction	0	0	2.1.7	Cash remittance payments	0	per transaction	0	0
<b>2.1.8</b>	<b>TOTAL Lockbox Payment Services (BAFO)</b>				<b>\$ 445,816.80</b>	<b>2.1.8</b>	<b>TOTAL Lockbox Payment Services (BAFO)</b>				<b>\$ 103,385.04</b>
<b>2.2</b>	<b>Customer Payment Processing Services (Inclusive Respondents) TOTAL BID PRICE (BAFO)</b>				<b>\$ 502,066.80</b>	<b>2.2</b>	<b>Customer Payment Processing Services (Inclusive Respondents) TOTAL BID PRICE (BAFO)</b>				<b>\$ 138,695.02</b>
Transfer this Total to page one of Appendix B - Response Form (BAFO)						Transfer this Total to page one of Appendix B - Response Form (BAFO)					



## Formal Bid and Award System

CPA 180025

Award #7    January 31, 2019

**Type of Award Request:** INVITATION TO NEGOTIATE (ITN)  
**Request #:** 6350  
**Requestor Name:** Dambrose, Nickolas C.  
**Requestor Phone:** (904) 665-7217  
**Project Title:** Customer Payment Processing Services - Bank to Bank and Lockbox  
**Project Number:** 40304  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** \$576,000.00

**Scope of Work:**

This scope of work is for processing of bank to bank and lockbox customer payment services. Bank to bank customer payment processing shall securely handle electronic payments via electronic check (ACH), from third party billers. The provider of lockbox payment services shall complete manual transactions of payment items received from JEA's USPS P.O. box location.

**JEA IFB/RFP/State/City/GSA#:** 146-18  
**Purchasing Agent:** Dambrose, Nickolas Charles (Nick)  
**Is this a ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
BILL2 PAY, LLC	Kathy Wilson	kathy.wilson@bill2pay.com	9428 BAYMEADOWS RD STE 600, Jacksonville FL 32256	727.698.3771	502,066.80

**Amount for entire term of Contract/PO:** \$502,066.80  
**Award Amount for remainder of this FY:** \$69,731.50  
**Length of Contract/PO Term:** Three (3) Years w/ One (1) – 1 Yr. Renewal  
**Begin Date (mm/dd/yyyy):** 05/01/2019  
**End Date (mm/dd/yyyy):** 04/30/2022  
**Renewal Options:** YES – One (1) – 1 Yr. Renewal  
**JSEB Requirement:** N/A - Optional

**RESPONDENTS:**

Name	Type	Original Amount	Original Rank	BAFO Amount	BAFO Rank
BILL2 PAY, LLC	Bank to Bank	\$90,000.00	1	\$56,250.00	1
US BANK	Bank to Bank	\$144,870.00	2	\$104,370.00	2
BILL2 PAY, LLC	Lockbox	\$445,816.80	1	\$445,816.80	1
WELLS FARGO	Lockbox	\$339,300.00	2	\$339,300.00	2
SUNTRUST	Lockbox	\$460,448.64	3	\$460,448.64	3



Lockbox - ITN# 146-18 - Customer Payment Processing Services Summary

Summary							
Overall Average Vendor Scores	Inclusive Respondent Incentive (10 Points)	Appendix B - Quotation of Rates (45 Points)	Past Performance (20 Points)	Ability to Meet the Functionality Requirements (25 Points)	Proximity (10 Points)	Total	Rank
Bill 2 Pay	10.00	31.39	16.3	22.0	10.0	79.73	1
Suntrust	0.00	33.16	15.3	20.0	5.0	73.49	3
Wells Fargo	0.00	45.00	15.67	14.67	5.0	75.33	2
<b>Boatwright, Dan</b>							
	Inclusive Respondent Incentive (10 Points)	Appendix B - Quotation of Rates (45 Points)	Past Performance (20 Points)	Ability to Meet the Functionality Requirements (25 Points)	Proximity (10 Points)	Total	Rank
Bill 2 Pay	10	31.39	16.0	23.0	10.0	90.39	1
Suntrust	N/A	33.16	14.0	20.0	5.0	72.16	3
Wells Fargo	N/A	45.00	17	21	5	88.00	2
<b>Jaggers, Cathy</b>							
	Inclusive Respondent Incentive (10 Points)	Appendix B - Quotation of Rates (45 Points)	Past Performance (20 Points)	Ability to Meet the Functionality Requirements (25 Points)	Proximity (10 Points)	Total	Rank
Bill 2 Pay	10	31.39	14.0	20.0	10.0	85.39	1
Suntrust	N/A	33.16	16.0	20.0	5.0	74.16	2
Wells Fargo	N/A	45.00	10	8	5	68.00	3
<b>Pate, Gerald</b>							
	Inclusive Respondent Incentive (10 Points)	Appendix B - Quotation of Rates (45 Points)	Past Performance (20 Points)	Ability to Meet the Functionality Requirements (25 Points)	Proximity (10 Points)	Total	Rank
Bill 2 Pay	10	31.39	19.0	23.0	10.0	93.39	1
Suntrust	N/A	33.16	16.0	20.0	5.0	74.16	3
Wells Fargo	N/A	45.00	20.0	15.0	5.0	85.00	2

Total Vendor Scores	Boatwright, Dan	Jaggers, Cathy	Pate, Gerald
Bill 2 Pay	90.39	85.39	93.39
Suntrust	72.16	74.16	74.16
Wells Fargo	88.00	68.00	85.00

Quotation Amounts	Total Bid Price	Total Bid Price (BAFO)
Bill 2 Pay	\$ 506,610.00	\$ 486,345.60
Suntrust	\$ 90,554.40	\$ 460,448.64
Wells Fargo	\$ 339,300.00	\$ 339,300.00

Bank to Bank - ITN# 146-18 - Customer Payment Processing Services Summary

	Summary					
	Inclusive Respondent Incentive (10 Points)	Appendix B - Quotation of Rates (45 Points)	Past Performance (20 Points)	Ability to Meet the Functionality Requirements (35 Points)	Total	Rank
<b>Overall Average Vendor Scores</b>						
Bill 2 Pay	10.00	34.79	16.67	27.67	89.12	1
US Bank	0.00	45.00	17.00	21.00	83.00	2
<b>Boatwright, Dan</b>						
Bill 2 Pay	10	34.79	16.0	33.0	93.79	2
US Bank	N/A	45.00	17.0	33.0	95.00	1
<b>Jaggers, Cathy</b>						
Bill 2 Pay	10	34.79	14.0	20.0	78.79	1
US Bank	N/A	45.00	15.0	15.0	75.00	2
<b>Pate, Gerald</b>						
Bill 2 Pay	10	34.79	20.0	30.0	94.79	1
US Bank	N/A	45.00	19.0	15.0	79.00	2

Total Vendor Scores	Boatwright, Dan	Jaggers, Cathy	Pate, Gerald
Bill 2 Pay	93.79	78.79	94.79
US Bank	95.00	75.00	79.00

Quotation Amounts	Total Bid Price	Total Bid Price (BAFO)
Bill 2 Pay	\$ 135,000.00	\$ 135,000.00
US Bank	\$ 144,870.00	\$ 104,370.00

145.18 Customer Payment Processing Services - Bank to Bank Payments and/or Lockbox Payments  
Appendix B - Request Workbook (R145.18)

Current		New							
2.1. Customer Payment Processing Services (Inclusive Remittance)		2.1. Customer Payment Processing Services (Inclusive Remittance)							
* Section 2.0 shall be submitted by Inclusive Remittance only.		* Section 2.0 shall be submitted by Inclusive Remittance only.							
Inclusive Responses shall submit pricing to perform the Services as described in Appendix A - Technical Specifications. No additional fees shall apply.		Inclusive Responses shall submit pricing to perform the Services as described in Appendix A - Technical Specifications. No additional fees shall apply.							
Description of Services		Description of Services							
2.0. Bank to Bank Payment Services		2.0. Bank to Bank Payment Services							
The following pricing shall be submitted by an Inclusive Respondent Only:		The following pricing shall be submitted by an Inclusive Respondent Only:							
Item No	Description	Estimated Three (3) Year Qty	Unit of Measure	Unit Price	Total Price	Estimated Three (3) Year Qty	Unit of Measure	Unit Price	Total Price
2.0.1	Implementation Fee (If Applicable)	1	per lump sum	0	0	1	per lump sum	0	0
2.0.2	Training Fee	1	per lump sum	0	0	1	per lump sum	0	0
2.0.3	Electronic File Processing	2,130,000	per transaction	0.05	\$ 112,350.00	2,130,000	per transaction	0	0
2.0.4	Return Payment Processing	0	per transaction	0	0	2,130,000	per transaction	0.05	\$ 112,350.00
2.0.5	Return Payment Processing	0	per transaction	0	0	210	per transaction	0	0
<b>TOTAL Bank to Bank Payment Services (R145.18)</b>					<b>\$ 112,350.00</b>				<b>\$ 112,350.00</b>
2.1. Lockbox Payment Services		2.1. Lockbox Payment Services							
The following pricing shall be submitted by an Inclusive Respondent Only:		The following pricing shall be submitted by an Inclusive Respondent Only:							
Item No	Description	Estimated Three (3) Year Qty	Unit of Measure	Unit Price	Total Price	Estimated Three (3) Year Qty	Unit of Measure	Unit Price	Total Price
2.1.1	Implementation Fee (If Applicable)	1	per lump sum	0	0	1	per lump sum	0	0
2.1.2	Training Fee	1	per lump sum	0	0	1	per lump sum	0	0
2.1.3	Checks with no account number - Lockbox required	126,000	per transaction	0.195	\$ 24,570.00	126,000	per transaction	0	0
2.1.4	Checks with no account number - Lockbox required	10,410	per transaction	0.195	\$ 2,031.90	10,410	per transaction	0.22	\$ 2,290.20
2.1.5	Payment Jumps - Inclusive Remittance	1,950,000	per transaction	0.195	\$ 380,250.00	1,950,000	per transaction	0.22	\$ 429,000.00
2.1.6	Check Delivery of European Items Returned	10,800	per delivery	0	0	10,800	per delivery	0	0
2.1.7	Check remittance payments	360	per transaction	0	0	360	per transaction	0	0
<b>TOTAL Lockbox Payment Services (R145.18)</b>					<b>\$ 395,158.80</b>				<b>\$ 429,000.00</b>
Customer Payment Processing Services (Inclusive Remittance) TOTAL BID PRICE (R145.18)		Customer Payment Processing Services (Inclusive Remittance) TOTAL BID PRICE (R145.18)		<b>\$ 507,508.80</b>		Customer Payment Processing Services (Inclusive Remittance) TOTAL BID PRICE (R145.18)		<b>\$ 458,168.80</b>	
Grand Total Total to be paid to all Suppliers B - Response Form (R145.18)		Grand Total Total to be paid to all Suppliers B - Response Form (R145.18)		<b>\$ 507,508.80</b>		Grand Total Total to be paid to all Suppliers B - Response Form (R145.18)		<b>\$ 507,508.80</b>	



# Formal Bid and Award System

Award #5 May 26, 2022

**Type of Award Request:** PROPOSAL (RFP)  
**Request #:** 389  
**Requestor Name:** Rager, Greg D. - Manager Technology Project Mgmt.  
**Requestor Phone:** (904) 665-8136  
**Project Title:** Fiber Engineering Services for Nassau Wastewater (WW) Treatment Facility  
**Project Number:** 8007309  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$200,000.00

**Scope of Work:**

The purpose of this solicitation for Fiber Engineering Services for Nassau Waste Water Treatment Facility is to evaluate and select a vendor to provide the services as described in this Solicitation (the "Work") and to determine the best method for JEA to procure the Work with regards to pricing, quality, design, and workmanship. JEA is requesting engineering services to design a 144ct ADSS fiber cable beginning at William Burgess and Main St in Nassau County to JEA's WW Treatment facility off of Amelia Concourse. The proposed fiber route will run north on Main St. to SR 200, go east on SR 200 to Amelia Concourse, then south on Amelia Concourse for 2,500ft to the entrance of JEA WW treatment facility.

The Work is generally described as performing engineering and design services as requested from time to time by JEA for which the estimated construction cost of each individual project does not exceed \$4,000,000.00 or the professional service fees for an individual study do not exceed \$500,000.00 as set forth in Florida Statutes Section 287.055, known as the Consultants' Competitive Negotiation Act (CCNA).

**JEA IFB/RFP/State/City/GSA#:** 1410618646  
**Purchasing Agent:** Dambrose, Nickolas C.  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
EVANLILY CONTRACTING, LLC	Frank Wells	frank.wells@evanlilyengineering.com	10273 Mclaurin Rd E, Jacksonville, FL 32256	(904)509-7784	\$237,343.00

**Amount for entire term of Contract/PO:** \$237,343.00  
**Award Amount for remainder of this FY:** \$118,671.50  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 06/01/2022  
**End Date (mm/dd/yyyy):** Project Completion  
**JSEB Requirement:** JSEB participation included as an evaluation criterion  
**Comments on JSEB Requirements:** Ten Percent (10%) Evaluation Criteria  
Note - Awardee is a certified JSEB

**BIDDERS:**

Name	Amount	Rank	Score	Disqualified
EVANLILY CONTRACTING, LLC	\$237,343.00	1	93	No

**Background/Recommendations:**

Advertised 03/08/2022. One (1) Company attended the optional pre-proposal meeting on 03/16/2022. At Proposal opening on 03/29/2022, JEA received one (1) Proposal. JEA solicited reasons for low participation from additional invitees, and limited resources were cited. The Proposal was independently evaluated and scored utilizing past performance, professional staff experience, and JSEB participation. Attached as backup is the evaluation matrix summary and negotiated rates.

This request is for a \$237,343.00 not to exceed cap for engineering services for design of a 144ct ADSS fiber cable beginning at William Burgess and Main St in Nassau County to JEA's WW Treatment facility off of Amelia Concourse. The proposed fiber route will run north on Main St. to SR 200, go east on SR 200 to Amelia Concourse, then south on Amelia Concourse for 2,500ft to the entrance of JEA WW treatment facility.

It is expected that the company will have the expertise and resources to provide all of these services, and sufficient staff must be available in order to respond within forty-eight (48) hours in an emergency and within three (3) to four (4) days for routine requests.

Negotiations on standard labor rates based on project role, experience and expertise were negotiated, and will be utilized when each task is assigned. When comparing the average of the current hourly rates with the new rates, Evanlily rates are in line with current rates. The rates are deemed reasonable compared to other proposed historical rates for specialized work of this nature. Rates will be fixed for the duration of this project. The table below approximates the comparison between the most utilized current and proposed rates.

Current			New		% Change
B&V Description	JEA Description	Hourly Rate	Evanlily Contracting Description	Hourly Rate	
Lead Engineer	Project Engineer	\$165.00	Project Manager / EOR	\$150.00	-9.1%
Lead Engineer	Design Engineer	\$137.00	Independent Technical Review	\$150.00	9.4%

A budget shortage of \$37,343.00 is coming from a W/WW project that needs the fiber.

1410618646 - Request approval to award a contract to Evanlily Contracting, LLC for Fiber Engineering Services in the amount of \$237,343.00, subject to the availability of lawfully appropriated funds.

**Manager:** Rager, Greg D. - Manager Technology Project Mgmt.

**Director:** Edgar, Cindy L. - Dir Eng/Ops Applications

**VP:** Selders, Steve G. - VP Application Delivery and Enterprise Architecture

**Chief:** Krol, Bradley D.(Brad) - Chief Information Officer

APPROVALS:

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**Chairman, Awards Committee**

**Date**

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**Budget Representative**

**Date**

**Exhibit - Fee Breakdown by Task and Personnel**  
**JEA - Engineering Services for Amelia Concourse Nassau WRF Facility Fiber Construction**

Task List	2022	2022	2022	2022	2022	2022	2022	2022	2022	2023	Total Hours	Total Cost
	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY			
<b>Task 1 - Project Kickoff &amp; Conceptual Design</b>												
<b>Task 2 - AHJ Permitting</b>												
<b>Task 3 - FPL Pole Permitting</b>												
<b>Task 4 - Nassau WRF Phase 1 Detailed Design</b>												
<b>Task 5 - Nassau WRF Phase 2 Detailed Design</b>												
<b>Task 6 - Nassau WRF Phase 3 Detailed Design</b>												
<b>Task 7 - Nassau WRF Phase 4 Detailed Design</b>												
<b>Task 8 - Radio Avenue PS Detailed Design</b>												
<b>Task 9 - Construction Phase Services</b>												
<b>Task Description</b>	<b>MAY</b>	<b>JUNE</b>	<b>JULY</b>	<b>AUGUST</b>	<b>SEPTEMBER</b>	<b>OCTOBER</b>	<b>NOVEMBER</b>	<b>DECEMBER</b>	<b>JANUARY</b>			
<b>Task 1 - Project Kickoff &amp; Conceptual Design</b>												
<b>Staff</b>	<b>Name</b>	<b>Rate</b>										
Project Manager / EOR	Frank Wells, PE	\$150	64	64							128	\$ 19,200
Independent Technical Review	TBD	\$150		8							8	\$ 1,200
Includes 4 site visits		Expenses	\$ 200	\$ 200								\$ 400
		<b>Task 1 Subtotal</b>									<b>136</b>	<b>\$ 20,800</b>
<b>Task 2 - AHJ Permitting</b>												
<b>Staff</b>	<b>Name</b>	<b>Rate</b>										
Project Manager / EOR	Frank Wells, PE	\$150	16	64							80	\$ 12,000
Independent Technical Review	TBD	\$150		8							8	\$ 1,200
Includes 2 site visits and Nassau County permitting fees		Expenses	\$ 1,000									\$ 1,000
		<b>Task 2 Subtotal</b>									<b>88</b>	<b>\$ 14,200</b>
<b>Task 3 - FPL Pole Permitting</b>												
<b>Staff</b>	<b>Name</b>	<b>Rate</b>										
Project Manager / EOR	Frank Wells, PE	\$150	16	16	44	4	4	4	4	4	96	\$ 14,400
Independent Technical Review	TBD	\$150										\$ -
Includes 2 site visits and FPL pole permitting fees		Expenses		\$ 200	\$ 14,469	\$ 14,469	\$ 14,469	\$ 14,469	\$ 14,469	\$ 14,469		\$ 72,543
		<b>Task 3 Subtotal</b>									<b>96</b>	<b>\$ 86,943</b>
<b>Task 4 - Nassau WRF Phase 1 Detailed Design</b>												
<b>Staff</b>	<b>Name</b>	<b>Rate</b>										
Project Manager / EOR	Frank Wells, PE	\$150			120						120	\$ 18,000
Independent Technical Review	TBD	\$150			8						8	\$ 1,200
Includes 2 site visits		Expenses			\$ 200							\$ 200
		<b>Task 4 Subtotal</b>									<b>128</b>	<b>\$ 19,400</b>
<b>Task 5 - Nassau WRF Phase 2 Detailed Design</b>												
<b>Staff</b>	<b>Name</b>	<b>Rate</b>										
Project Manager / EOR	Frank Wells, PE	\$150				120					120	\$ 18,000
Independent Technical Review	TBD	\$150				8					8	\$ 1,200
Includes 2 site visits and FPL pole permitting fees		Expenses				\$ 200						\$ 200
		<b>Task 5 Subtotal</b>									<b>128</b>	<b>\$ 19,400</b>
<b>Task 6 - Nassau WRF Phase 3 Detailed Design</b>												
<b>Staff</b>	<b>Name</b>	<b>Rate</b>										
Project Manager / EOR	Frank Wells, PE	\$150					120				120	\$ 18,000
Independent Technical Review	Bryan Shaffer, PE	\$150					8				8	\$ 1,200
Includes 2 site visits and FPL pole permitting fees		Expenses					\$ 200					\$ 200
		<b>Task 6 Subtotal</b>									<b>128</b>	<b>\$ 19,400</b>
<b>Task 7 - Nassau WRF Phase 4 Detailed Design</b>												
<b>Staff</b>	<b>Name</b>	<b>Rate</b>										
Project Manager / EOR	Frank Wells, PE	\$150						120			120	\$ 18,000
Independent Technical Review	TBD	\$150						8			8	\$ 1,200
Includes 2 site visits and FPL pole permitting fees		Expenses						\$ 200				\$ 200
		<b>Task 7 Subtotal</b>									<b>128</b>	<b>\$ 19,400</b>
<b>Task 8 - Radio Avenue PS Detailed Design</b>												
<b>Staff</b>	<b>Name</b>	<b>Rate</b>										
Project Manager / EOR	Frank Wells, PE	\$150							120		120	\$ 18,000
Independent Technical Review	TBD	\$150							8		8	\$ 1,200
Includes 2 site visits and FPL pole permitting fees		Expenses							\$ 200			\$ 200
		<b>Task 8 Subtotal</b>									<b>128</b>	<b>\$ 19,400</b>
<b>Task 9 - Construction Phase Services</b>												
<b>Staff</b>	<b>Name</b>	<b>Rate</b>										
Project Manager / EOR	Frank Wells, PE	\$150								120	120	\$ 18,000
Includes 4 site visits		Expenses								\$ 400		\$ 400
		<b>Task 9 Subtotal</b>									<b>120</b>	<b>\$ 18,400</b>
<b>PROJECT TOTAL</b>											<b>1,080</b>	<b>\$ 237,343</b>
	<b>Total Hours by Month</b>		96	160	44	132	132	132	132	120	1,080	
	<b>Total Billable Hour Cost (Excluding Expenses)</b>	\$14,400	\$24,000	\$6,600	\$19,800	\$19,800	\$19,800	\$19,800	\$19,800	\$18,000	\$162,000	
	<b>Total Billable Hour Cost (Including Expenses)</b>	\$ 14,600	\$ 25,200	\$ 6,800	\$ 34,469	\$ 34,469	\$ 34,469	\$ 34,469	\$ 34,469	\$ 18,400	\$ 237,343	



# Formal Bid and Award System

Award #6    May 26, 2022

**Type of Award Request:** CONTRACT RENEWAL  
**Requestor Name:** Mildred Ventura  
**Requestor Phone:** (904) 665-5201  
**Project Title:** Facilities - Repair and Maintenance of Generators  
**Project Number:** 30801  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** \$1,911,434.20

**Scope of Work:**

It is the purpose of this solicitation to obtain a Contractor to perform the scheduled and emergency repair and maintenance of generators throughout the JEA service territory in the following counties: Clay, Duval, Nassau and St Johns. This work may include, but is not limited to, repairs to engines, generators, control panels, batteries, battery chargers, voltage regulators, jacket water heaters, fuel day tanks, fuel tanks, fuel tank controls, alarms, and related switches.

**JEA IFB/RFP/State/City/GSA#:** 082-19  
**Purchasing Agent:** Brown, Darriel D.  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
ZABATT POWER SYSTEMS	Pablo Moreno	pablo@zabatt.com	4612 Highway Ave, Jacksonville FL 32254-4124	(904) 421-9825	\$1,911,434.20

**Amount of Original Award:** \$4,118,502.00  
**Date of Original Award:** 06/13/2019  
**Change Order Amount:** \$1,911,434.20

**List of Previous Change Order/Amendments:**

CPA #	Amount	Date
182843	\$411,850.20	11/02/2021

**New Not-To-Exceed Amount:** \$6,441,786.40  
**Length of Contract/PO Term:** Three (3) Years w/Two (2) - 1Yr. Renewals  
**Begin Date:** 11/01/2019  
**End Date:** 10/31/2023  
**Renewal Options:** Yes - One (1) - 1Yr. Renewals  
**JSEB Requirement:** N/A - Optional

**Background/Recommendations:**

Originally competitively bid and awarded on 06/13/2019 in the amount of \$4,118,502.00. An administrative increase was approved on 11/02/2021 in the amount of \$411,850.20 in order to fund the contract to the original end date. A copy of the previous award document is attached for reference.

Zabatt Power Systems has performed well under this contract and JEA desires to exercise the available one (1) year renewal for the forecasted amount of \$1,911,434.20. Zabatt has agreed to renew this contract at their current contract rates and the unit prices are fixed for the term of the contract. The budget estimate was based on the budget for FY23. The variance between the budget estimate and the renewal amount includes the addition of 100 new assets requiring maintenance. The additional funds required to support this increase have been identified under an alternate approved line item.

Request approval to award a contract renewal and increase to Zabatt Power Systems for Repair and Maintenance of Generators in the amount of \$1,911,434.20, for a total not-to-exceed amount of \$6,441,786.40, subject to the availability of lawfully appropriated funds.

**Director:** Brunell, Baley L. - Dir Facilities & Fleet Services

**VP:** McElroy, Alan D. - VP Supply Chain & Operations Support

**APPROVALS:**

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**Chairman, Awards Committee** **Date**

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**Budget Representative** **Date**



## Formal Bid and Award System

Award #7 June 13, 2019

**Type of Award Request:** INVITATION TO NEGOTIATE (ITN)  
**Request #:** 6548  
**Requestor Name:** Thurman, Howard F. - Associate Manager Facilities Operations,  
**Requestor Phone:** (904) 665-6669  
**Project Title:** Facilities - Repair and Maintenance of Generators  
**Project Number:** 30801  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** \$4,223,926.00

**Scope of Work:**

It is the purpose of this solicitation to obtain a Contractor to perform the scheduled and emergency repair and maintenance of generators throughout the JEA service territory in the following counties: Clay, Duval, Nassau and St Johns. This work may include, but is not limited to, repairs to engines, generators, control panels, batteries, battery chargers, voltage regulators, jacket water heaters, fuel day tanks, fuel tanks, fuel tank controls, alarms, and related switches.

This award will impact the following Measures of Value:

- Community Impact Value: Generator maintenance ensures the community with reliable service.

**JEA IFB/RFP/State/City/GSA#:** 082-19  
**Purchasing Agent:** Selders, Elaine L.  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
ZABATT POWER SYSTEMS	PABLO MORENO	pablo@zabatt.com	4612 HIGHWAY AVE, Jacksonville FL 32254-4124	(904) 421- 9825	\$4,118,502.00

**Amount for entire term of Contract/PO:** \$4,118,502.00  
**Award Amount for remainder of this FY:** \$0.00  
**Length of Contract/PO Term:** Three (3) 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 - Two (2) - One (1) Yr. Renewals  
**JSEB Requirement:** N/A - Optional

**RESPONDENTS:**

Name	First Round	BAFO	Rank
ZABATT POWER SYSTEMS	\$4,118,502.00	\$ 4,118,502.00	1
ACF STANDBY SYSTEMS LLC	\$7,931,670.00	\$6,624,375.00	2
RING POWER CORPORATION	\$10,861,635.00	N/A	3

**Background/Recommendations:**

Advertised on 04/17/2019. Four (4) prime contractors attended the optional pre-response meeting held on 04/26/2018. At response opening on 05/07/2019, JEA received three (3) Responses. Zabatt Power Systems and ACF Standby Systems LLC were short-listed and invited to submit Best and Final Offers (BAFO). Zabatt Power Systems did not submit BAFO pricing. JEA evaluated the companies on price only and Zabatt Power Systems is deemed the lowest Responsive and Responsible Respondent. A copy of the Response Form and Workbook are attached as backup.

When comparing the unit prices between the current contract and the new contract, it resulted in a savings of 8.8% for a total of \$395,590.80 over three (3) years. It should be noted that the number of generators increased from 373 to 506 for resiliency efforts. However, the budget will only reduce slightly because of the resulting increase in number of units requiring repair and maintenance. The unit prices are fixed for the term of the contract.

Procurement tracks two different types of savings. The total cost difference is comparing the current pricing with the proposed pricing (+/-). The total sourcing savings is determined by negotiations, BAFO savings and value added savings. Below is the result for this award:

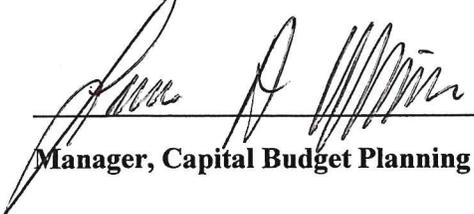
Total cost difference: A \$781.80 per unit savings will result in a total savings over the life of the three (3) year contract of \$395,590.80. (Calculated by comparing the current pricing with the proposed pricing.)

082-19 – Request approval to award a contract to Zabatt Power Systems for Repair and Maintenance of Generators for a total not-to-exceed amount of \$4,118,502.00, subject to the availability of lawfully appropriated funds.

**Manager:** Crane, Christopher T. - Manager, Facilities Operations  
**Director:** McElroy, Alan D. - Dir, Operations Support Services  
**VP:** McCarthy, John P. - VP & Chief Supply Chain Officer

**APPROVALS:**

  
\_\_\_\_\_  
**Chairman, Awards Committee**                      **Date**                      6/13/19

  
\_\_\_\_\_  
**Manager, Capital Budget Planning**                      **Date**                      6/13/19



# Formal Bid and Award System

Award #8 May 26, 2022

**Type of Award Request:** CHANGE ORDER  
**Requestor Name:** Maywood, Jonathan  
**Project Title:** Engineering Services for the 69kV Circuit 663 Reconductor  
**Project Number:** 8006126  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$1,000,000.00

**Scope of Work:**

The scope of work includes design engineering for the 69kV Circuit 663 Reconductor. The site is located on real property owned by JEA from Firestone Substation at 6916 Rampart Rd, Jacksonville, FL 32244 to Hamilton Substation at 4534 Lexington Ave, Jacksonville, FL 32210. Due to the shutdown of the SJRPP plant, JEA is experiencing a higher load from the west and southwest portions of the 69kV system. This causes the line to overload regularly under various contingencies. Switching out the line to one with a higher thermal rating will allow JEA to import additional power from FPL’s Duval Substations to serve the increasing loads in the eastern portion of the 69kV system. It is approximated that 98 wood poles will need to be replaced with a combination of steel and spun-cast concrete poles. This is to accommodate the heavier conductor type and improve overall system reliability.

The Engineering scope of work includes the pursuit of all surveys, site design, foundation design, electrical design, grounding design, and permitting related to the 69kV circuit 663 Reconductor.

**JEA IFB/RFP/State/City/GSA#:** 003-20  
**Purchasing Agent:** Lovgren, Rodney D.  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
PICKETT & ASSOCIATES INC.	Russell Coby	rcoby@pickettusa.com	475 S. First Avenue, Bartow, FL 33830	813-877-7770 ext. 701	\$67,304.00

**Amount of Original Award:** \$784,707.00  
**Date of Original Award:** 02/13/2020  
**Change Order Amount:** \$67,304.00

**List of Previous Change Order/Amendments:**

CPA #	Amount	Date
187828	\$76,735.00	09/08/2021

**New Not-To-Exceed Amount:** \$928,746.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 02/28/2020  
**End Date (mm/dd/yyyy):** Project Completion (Expected: March 2023)

**JSEB Requirement:** Five Percent (5%) Evaluation Criteria

**Comments on JSEB Requirements:**

Johnson Surveying & Mapping Inc – Surveying, Mapping & SUE = 14.1% - \$110,410.40  
Environmental Resource Solutions Inc = 3.5% - \$27,500.00  
Meskel & Associates - Geotechnical = 13.9% - \$108,950.00

**Background/Recommendations:**

Originally approved by the Awards Committee on 02/13/22 in the amount of \$784,707.00 to Pickett & Associates Inc. A copy of the original award is attached as backup.

Change order 1 was informally awarded as a less than 10% increase to support route study alternatives, real estate support and for LiDAR Surveying.

This change order request is for engineering support services during construction for the Circuit 663 partial rebuild. This change order includes funding for services during construction \$51,020.00, additional GIS Support \$6,500.00, subsurface investigation \$9,794.00. JEA & Pickett used the original negotiated rates to develop this Award amount and negotiated fee's for work not included in the original scope. The change order quote is attached as backup.

Compared to the current construction costs of \$7,389,461.51 the proposed design fee (including services during construction, this change order 2) is 12.5% of the construction contract and is deemed reasonable.

The project details are below:

- Construction Budget Estimate (Original estimate at the time of Proposal): \$4,954,000.00
- Construction Cost: \$7,389,461.51 (SPE Utility Contractors FD LLC)
- Engineering Budget Estimate (at the time of Proposal): \$784,707.00
- Total Engineering Cost After Change Order(s): \$928,746.00
- Design Completion Date: 08/31/2022
- Construction Completion Date: Expected – 02/01/2023

Request approval to award a change order to Pickett & Associates Inc for additional engineering support services during construction in the amount of \$67,304.00, for a new not-to-exceed amount of \$928,746.00, subject to the availability of lawfully appropriated funds.

**Manager:** Hamilton, Darrell D. - Manager, Project Design

**Sr. Director:** Acs, Gabor – Sr. Director Engineering & Projects

**VP:** Erixton, Ricky D. - VP Electric Systems

**APPROVALS:**

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**Chairman, Awards Committee** **Date**

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**Budget Representative** **Date**



Rebuild Circuit 663  
Engineering Services  
Change Order Request



May 6, 2022

Mr. Jonathan Maywood  
Project Engineer  
JEA Project Design  
[maywjw2@jea.com](mailto:maywjw2@jea.com)

**RE: Change Order Request for Engineering Services for the Rebuild of 69kV Circuit 663**

Dear Jonathan:

The Pickett team has been grateful to be a part of the 663 Project Team. Through detailed engineering, our team has encountered some tasks of unanticipated scope. The purpose of this change order is to capture the scope changes within our contract and provide necessary funding for engineering support through the duration of construction.

If you have any questions or need any additional information, please call me at 904.382.9514.

Sincerely,

A handwritten signature in black ink that reads 'J. Russell Coby'. The signature is written in a cursive, flowing style.

Russell Coby, P.E.  
Project Manager  
(813) 877-7770 ext. 701  
(904) 382-9514  
[rcoby@pickettusa.com](mailto:rcoby@pickettusa.com)  
[www.pickettusa.com](http://www.pickettusa.com)



## **1.0 SCOPE CHANGE SUMMARY**

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The Pickett team encountered some tasks which were unanticipated at the onset of engineering. It was not any one task which resulted in a request for change, but the overall or buildup of small tasks over time.

### **1.1 Engineering Services**

As previously agreed, our team utilized the funds allocated to support construction to complete surveying and engineering services and maintain project schedule – See Change Order 1. We would like to re-allocate funds for construction support.

We have allocated 400 hours of engineering to support the project throughout construction which can be utilized for real estate acquisition support, environmental challenges, pre-construction meetings, technical transmission RFIs, community outreach support, etc. That said, if JEA feels that the construction support allocation should be more or less, we are open to discuss.

### **1.2 Subsurface Utility Engineering (SUE)**

There are many subsurface utilities on the project which presented a challenge with pole spots and will also be a challenge for construction. The effort yielded more engineering effort than anticipated on the project and was unforeseen. Additionally, there are several potential conflicts that warrant further exploration prior to construction. Our team would like to request additional funding to perform GPR and soft digs at approximately 10 locations along San Juan, Shirley, and Hamilton Street.

### **1.3 GIS Support Services**

During engineering, our team built an all-inclusive map portal that serves as a tool to communicate and housing several engineering, construction, and project management aspects together in one place. The portal provides project details in a dynamic and geographic format that give key insights to project needs. The map portal is web based and enables field teams such as surveyors and contractors to access data electronically and in real time. The GIS portal contains information for environmental, survey, real estate, engineering including pole spotting with structure and foundation attributes, wire blowout clearance lines, links to boring logs, SUE reports, shop drawings, permits, etc.

The portal was utilized during engineering reviews and the construction pre-bid conference. During that conference contractors requested access the portal. In our experience, this GIS tool is very helpful in communicating engineering content to contractors. The below fee proposal includes the cost to maintain the portal through the duration of construction.



## 2.0 FEE PROPOSAL

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### 2.1 Terms and Conditions

Pickett proposes to perform this work under the terms and conditions of the current contract based on a lump sum and time and expense, not to exceed basis as outlined below.

Project Phase/Activity	Units	Subtotal Cost
Construction Support	400	\$ 51,020
SUE Survey	10	\$ 9,794
GIS Support Services	1 LS	\$ 6,500
	<b>TOTAL</b>	<b>\$ 67,304</b>



## Formal Bid and Award System

Award #6 February 13, 2020

**Type of Award Request:** PROPOSAL (RFP)

**Request #:** 6341

**Requestor Name:** Maywood, Jonathan

**Project Title:** Engineering Services for the 69kV Circuit 663 Reconductor

**Project Number:** 8006126

**Project Location:** JEA

**Funds:** Capital

**Budget Estimate:** \$1,000,000.00

**Scope of Work:**

The scope of work includes design engineering for the 69kV Circuit 663 Reconductor. The site is located on real property owned by JEA from Firestone Substation at 6916 Rampart Rd, Jacksonville, FL 32244 to Hamilton Substation at 4534 Lexington Ave, Jacksonville, FL 32210. Due to the shutdown of the SJRPP plant, JEA is experiencing a higher load from the west and southwest portions of the 69kV system. This causes the line to overload regularly under various contingencies. Switching out the line to one with a higher thermal rating will allow JEA to import additional power from FPL's Duval Substations to serve the increasing loads in the eastern portion of the 69kV system. It is approximated that 98 wood poles will need to be replaced with a combination of steel and spun-cast concrete poles. This is to accommodate the heavier conductor type and improve overall system reliability.

The Engineering scope of work includes the pursuit of all surveys, site design, foundation design, electrical design, grounding design, and permitting related to the 69kV circuit 663 Reconductor. The project's in-service date is November 30, 2021.

This award positively impacts the following JEA Measures of Value:

- Customer Value – provides high quality and reliable energy supply to customers downstream in the upgraded circuit.
- Community Value - provides high quality and reliable energy supply to customers downstream in the upgraded circuit.
- Financial Value – the project will provide revenue through continued sales of energy.

**JEA IFB/RFP/State/City/GSA#:** 003-20

**Purchasing Agent:** Lovgren, Rodney D.

**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
PICKETT & ASSOCIATES INC.	Russell Coby	rcoby@pickettusa.com	475 S. First Avenue, Bartow, FL 33830	813-877-7770 ext. 701	\$784,707.00

**Amount for entire term of Contract/PO:** \$784,707.00  
**Award Amount for remainder of this FY:** \$486,518.34  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 2/28/2020  
**End Date (mm/dd/yyyy):** Project Completion (Expected: Oct 2021)  
**JSEB Requirement:** Five Percent (5%) Evaluation Criteria

**Comments on JSEB Requirements:**

Johnson Surveying & Mapping Inc – Surveying, Mapping & SUE = 14.1%  
 Environmental Resource Solutions Inc = 3.5%  
 Meskel & Associates - Geotechnical = 13.9%

**PROPOSERS:**

Name	Amount	Points	Rank
PICKETT & ASSOCIATES INC	\$784,707.00	93.3	1
MOTT MACDONALD		91.3	2
LEIDOS		86.4	3
FRED WILSON & ASSOCIATES		85.4	4
STANTEC		85.2	5
GAI		56.5	6
WORLEY GROUP		N/A	DQ
EC FENNELL		N/A	DQ

**Background/Recommendations:**

Advertised on 10/18/2019. Eight (8) prime companies attended the mandatory pre-proposal meeting held on 10/30/2019. At proposal opening on 11/19/2019, JEA received Eight (8) Proposals. Worley Group and EC Fennell were disqualified due to not meeting minimum qualifications. The public evaluation meeting was held on 01/09/2020 and JEA deemed Pickett & Associates Inc. most qualified to perform the work. A copy of the evaluation matrix and negotiated fees are attached as backup.

The total negotiated fee is deemed reasonable when compared to JEA’s estimate. The fee as a percentage of construction cost is 16%. Rate comparison varies between engineering firms based on title, experience and certification requirements; However, Pickett’s rates are consistent with other engineering firms for comparable JEA contracts. The project budget will be updated once the construction award is made.

**Project Budget and Schedule Details:**

- Original Budget Details: \$11,492,000.00
  - Engineering & JEA Cost Budget Estimate (at the time of Proposal): \$2,404,000.00
  - Construction & Materials Budget Estimate (at the time of Proposal): \$9,088,000.00
  
- Current Estimate at Completion: \$11,276,707.00 (will be updated at 100% design completion)
  - Engineering & JEA Cost: \$2,188,707.00
  - Construction & Materials Cost: \$9,088,000.00

- Original Project Schedule (Estimated):
  - Design Completion: November 2020
  - Construction Completion: October 2021
  
- Current Project Schedule (Estimated):
  - Design Completion: November 2020
  - Construction Completion: October 2021

Major Changes/Issues: None

003-20 - Request approval to award a contract to Pickett & Associates, Inc. for engineering services for the 69kV Circuit 663 Reconductor project in the amount of \$784,707.00, subject to the availability of lawfully appropriated funds.

**Manager:** Hamilton, Darrell D. - Manager, Project Design  
**Director:** Pinkstaff, Larry - Project Mgmt & Joint Assets  
**Sr. Director** Acs, Gabor - Sr Director Engineering & Projects  
**VP:** Anders, Caren B. - VP/GM Energy

**APPROVALS:**

 \_\_\_\_\_ 2/13/2020

**Chairman, Awards Committee** \_\_\_\_\_ **Date**

 \_\_\_\_\_ 2/13/2020

**Manager, Capital Budget Planning** \_\_\_\_\_ **Date**

**003-20 Engineering Services for the 69 kV circuit 663 Reconductor - Post - Evaluation Meeting.**

Vendor Rankings	Maywood	Rinehart	Chmist			Σ Rank	Rank
Pickett	1	1	1	93.3	279.83	3	1
Mott MacDonald	2	2	2	91.3	274.01	6	2
Leidos	3	4	5	86.4	259.33	12	3
Fred Wilson & Associates	5	3	4	85.4	256.33	12	3
Stantec	4	5	3	85.2	255.50	12	3
GAI	6	6	6	56.5	169.50	18	6

Maywood	Professional Personnel/Personnel Experience (30 Points)	Design Approach and Work Plan (35 points)	Past Experience (20 points)	Lead Manager Proximity to JEA (10 points)	Jacksonville Small & Emerging Business Program (5 points)	Total	Rank
Fred Wilson & Associates	25.3	29.0	12.0	10.0	4.0	80.33	5
GAI	17.5	14.0	12.0	2.0	0.0	45.50	6
Leidos	25.3	33.0	18.0	6.0	4.0	86.33	3
Mott MacDonald	25.7	34.0	14.0	10.0	4.0	87.67	2
Pickett	25.8	35.0	16.0	10.0	4.0	90.83	1
Stantec	20.5	32.0	15.0	10.0	4.0	81.50	4

Rinehart	Professional Personnel/Personnel Experience (30 Points)	Design Approach and Work Plan (35 points)	Past Experience (20 points)	Lead Manager Proximity to JEA (10 points)	Jacksonville Small & Emerging Business Program (5 points)	Total	Rank
Fred Wilson & Associates	27.7	26.0	16.0	10.0	4.0	83.67	3
GAI	23.3	12.0	14.0	2.0	0.0	51.33	6
Leidos	26.0	29.0	16.0	6.0	4.0	81.00	4
Mott MacDonald	25.7	32.0	18.0	10.0	4.0	89.67	2
Pickett	29.0	31.0	18.0	10.0	4.0	92.00	1
Stantec	22.7	27.0	17.0	10.0	4.0	80.67	5

Chmist	Professional Personnel/Personnel Experience (30 Points)	Design Approach and Work Plan (35 points)	Past Experience (20 points)	Lead Manager Proximity to JEA (10 points)	Jacksonville Small & Emerging Business Program (5 points)	Total	Rank
Fred Wilson & Associates	28.3	30.0	20.0	10.0	4.0	92.33	4
GAI	23.7	27.0	20.0	2.0	0.0	72.67	6
Leidos	28.0	34.0	20.0	6.0	4.0	92.00	5
Mott MacDonald	27.7	35.0	20.0	10.0	4.0	96.67	2
Pickett	29.0	34.0	20.0	10.0	4.0	97.00	1
Stantec	29.3	30.0	20.0	10.0	4.0	93.33	3

Overall Averages	Professional Personnel/Personnel Experience (30 Points)	Design Approach and Work Plan (35 points)	Past Experience (20 points)	Lead Manager Proximity to JEA (10 points)	Jacksonville Small & Emerging Business Program (5 points)	Total
	20.33	21.25	12.00	7.50	3.00	64.08
	16.13	13.25	11.50	1.50	0.00	42.38
	19.83	24.00	13.50	4.50	3.00	64.83
	19.75	25.25	13.00	7.50	3.00	68.50
	20.96	25.00	13.50	7.50	3.00	69.96
	18.13	22.25	13.00	7.50	3.00	63.88

# JSEB Tracking

From Pickett Proposal 003-20	From Pickett Submitted Fee & Schedule (less 6% markup)	JSEB Subcontracts as a Percentage of Total Proposed Fee
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Company Name	Scope of Service	Bid Percentage		
Johnson Surveying & Mapping Inc	Survey, Mapping, SUE	8.0%	\$ 110,410.40	14.1%
Environmental Resource Solutions, Inc	Environmental Consulting	3.0%	\$ 27,500.00	3.5%
Meskel & Associates	Geotechnical	5.0%	\$ 108,950.00	13.9%
			\$ 246,860.40	

**Engineering Services for the Engineering Services for the 69kV Circuit 663 Reconductor**  
 The scope of work includes the design of a reconductor upsizing for the 6.12 mile 69kV 3 phase ACSR circuit 663

Budget Milestones	Date	Engineering Budget	JEA Supplied Materials	Construction Budget	*JEA Indirect Costs	Total Project Cost (TPC)	Engineering Schedule	Construction Schedule	Major Change/Issue
Planning	10/07/2019	\$1,000,000.00	\$4,134,000.00	\$4,954,000.00	\$1,404,000.00	\$11,492,000.00	Nov, 2020	Oct 21	from JEA Const. Cost Opinion
Engineering RFP	11/04/2019	\$784,707.00	\$4,134,000.00	\$4,954,000.00	\$1,404,000.00	\$11,276,707.00	Nov 1, 2020	Oct 6, 2021	
100% Design Estimate									
Construction Bid									
Estimate at Completion									

Fee as % Constr. 16%  
 Fee as % TPC - Eng 7%  
 FY 20 spend \$486,518.34

**\*From Project Definition, these costs are rolled into engineering and construction budgets. Typical project indirect costs include:**

- a. Project Management (PEC or contract Project Manager labor)
- b. Services During Construction (PEC or contract inspection labor)
- c. Project Support (JEA labor charges from supporting groups such as Operations, Environmental, etc.)
- d. Land & Rights (real estate labor and purchases)
- e. Permitting



January 27, 2020

Mr. Jonathan Maywood  
Transmission Engineer  
JEA Project Design  
[maywjw2@jea.com](mailto:maywjw2@jea.com)

**RE: Fee Proposal for the Rebuild of 69kV Circuit 663**

Dear Mr. Maywood,

Pickett and Associates is pleased to offer the enclosed fee proposal for the Rebuild of 69kV Circuit 663 Project.

If you have any questions or require additional information, please do not hesitate to contact me. We look forward to working with JEA and are committed to a safe and successful relationship.

Sincerely,

A handwritten signature in black ink that reads "J. Russell Coby". The signature is written in a cursive style.

J. Russell Coby  
Program Manager  
(813) 877-7770 ext. 701  
[rcoby@pickettusa.com](mailto:rcoby@pickettusa.com)  
[www.pickettusa.com](http://www.pickettusa.com)



## FEE PROPOSAL

---

### 1.1 Terms and Conditions

Pickett proposes to perform this work on a not-to-exceed, time and expense basis under the terms and conditions of the provided contract with the attached exceptions and clarifications.

### 1.2 Labor Rates

Pickett proposes the attached labor rate schedule.

### 1.3 Subcontracts

The detailed scope of work for each subcontract will be defined as the engineering progresses. Each subcontract has been estimated based on known information and engineering judgement. The following values are suggested as a basis for determining the total contract value. We propose to execute this work on a unit price basis per the attached proposals. The values include a six percent (6%) markup for administration and management of the contracts. This will be invoiced with the regularly monthly invoice in the month which the subcontract invoice is received.

Survey – Pickett proposes to perform LiDAR in addition to traditional surveying to establish property bounds and base-mapping.

SUE – we have assumed forty-five (45) level A locations and thirty (30) level B locations, six lane closures, and two permits.

Geotechnical – we have assumed thirty-two (32) SPT borings along the route. Borings will require a variety of rig types as well as MOT.

### 1.4 Expenses

Expenses are proposed as reimbursable for travel and other direct receipt expenses on an as-needed basis if or when JEA requests travel events. Mileage is reimbursed at the current IRS rates. Lodging, meals and other direct expenses will be provided in monthly invoices.



**1.5 Fee Summary**

Project Phase/Activity	Hours	Cost
Civil	798	\$ 110,060
Transmission	1,347	\$ 168,195
Permitting	563	\$ 71,290
Field Services	172	\$ 23,820
Construction Support	400	\$ 51,020
LiDAR		\$ 35,510
<b>Subtotal</b>		<b>\$ 459,895</b>
<b>Subcontracts</b>		
Survey		\$ 117,035
Geotechnical		\$ 115,487
SUE		\$ 49,190
Environmental		\$ 29,150
<b>Subtotal</b>		<b>\$ 310,862</b>
<b>Expenses</b>		
Engineering		\$ 10,875
Field Services		\$ 3,075
<b>Subtotal</b>		<b>\$ 13,950</b>
<b>TOTAL</b>		<b>\$ 784,707</b>



Rebuild 69kV Circuit 663  
 Fee Proposal  
 Engineering Services



**APPENDIX 2**  
**LABOR RATE SCHEDULE**

Classification	Classification Requirements	Years of Service in Classification	Rate
Project Sponsor/Principal in Charge	MBA, BA, PE or PMP certification	15+ yrs	\$190.00
Director	BA, PE or PMP certification	12+ yrs	\$185.00
Project Manager	PMP certification or minimum of eight years experience	4-8 yrs	\$165.00
Project Controls Specialist	PMP certification or minimum of four years experience	2-7 yrs	\$95.00
Administration/Account Specialist	Associates degree or minimum of four years experience	0-4 yrs	\$55.00
Engineering Manager/Engineer VI	ABET accredited engineering degree and PE	15+ yrs	\$175.00
Engineer V	ABET accredited engineering degree and PE	12-15 yrs	\$160.00
Engineer IV	ABET accredited engineering degree and PE	8-12 yrs	\$145.00
Engineer III	ABET accredited engineering degree and PE	5-8 yrs	\$125.00
Engineer II	ABET accredited engineering degree	2-5 yrs	\$115.00
Engineer I	Entry level; ABET accredited engineering degree	0-2 yrs	\$100.00
Engineering Specialist IV	Engineering technician degree or equivalent	12+ yrs	\$135.00
Engineering Specialist III	Engineering technician degree or equivalent	7-12 yrs	\$115.00
Engineering Specialist II	Engineering technician degree or equivalent	4-7 yrs	\$100.00
Engineering Specialist I	Entry level; Engineering technician degree or equivalent	0-4 yrs	\$85.00
Engineering Field Specialist	ABET accredited engineering degree or PE	12-15 yrs	\$140.00
Survey Lead	Professional Surveyor and Mapper (PSM)	12-15 yrs	\$140.00
Survey Technician	Entry level; CST or equivalent certification	2-8 yrs	\$95.00
GIS Manager	MA, BA, or PE	12-15 yrs	\$120.00
GIS Technicians	BA or associates with minimum of four years experience	3-8 years	\$85.00
CAD/Drafter	BA or associates with minimum of four years experience	3-8 years	\$75.00

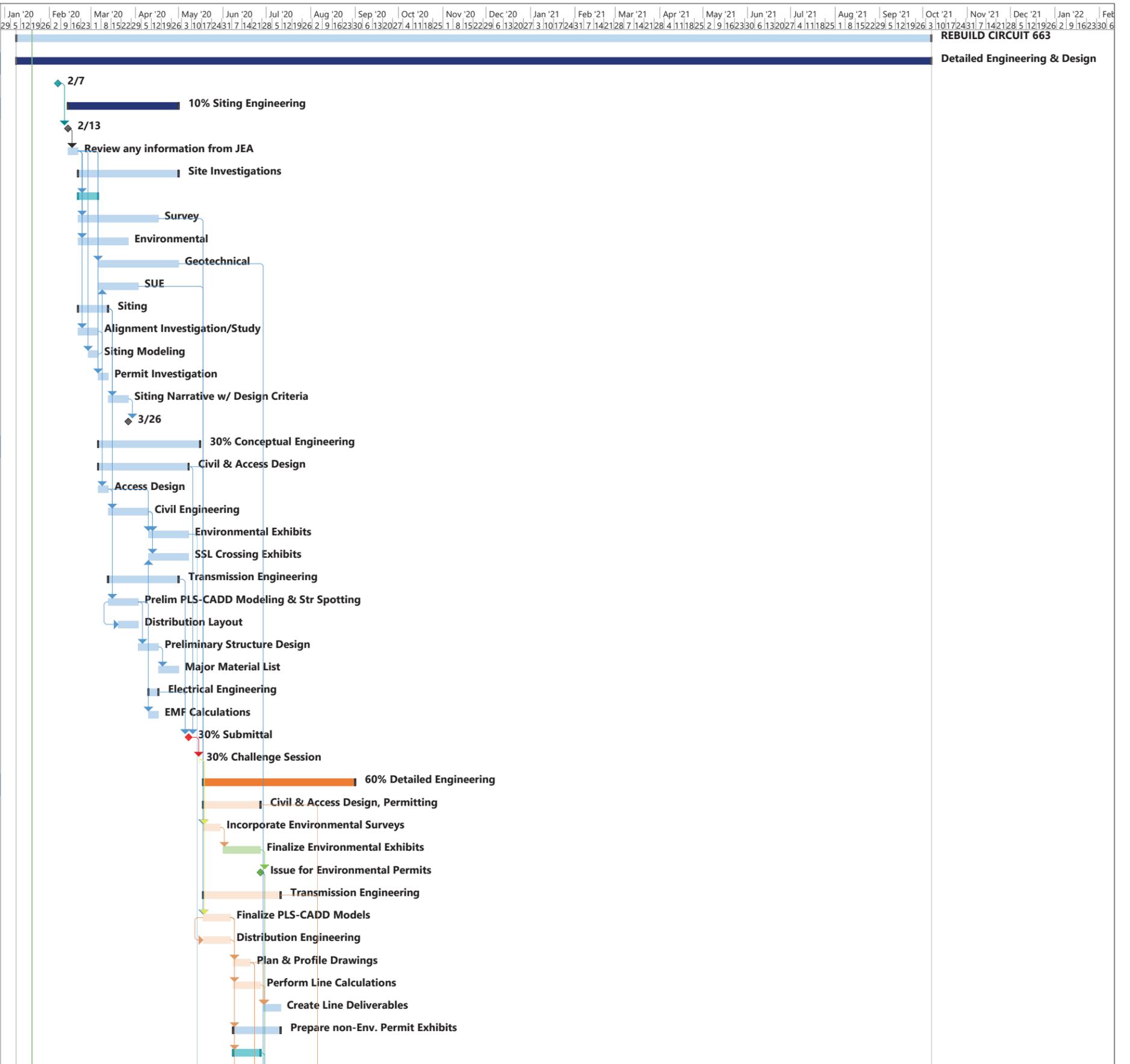


**APPENDIX 3  
 SUBCONTRACTS**

**Subcontract Summary**

Contractor	Phase	Rate	Unit	Subtotal
<b>Johnson - Survey</b>				
	Boundary			\$ 55,350.00
	Wetland Pickup			\$ 11,750.00
	SUE Pickup	725		\$ 32,500.00
	Pole Stake	115		\$ 10,810.00
	Mgmt & Administration	6%		\$ 6,624.60
<b>Subtotal</b>				<b>\$ 117,034.60</b>
<b>SESM - SUE</b>				
	Level B	165	45	\$ 7,425.00
	Level A	1000	30	\$ 30,000.00
	MOT	731	6	\$ 4,386.00
	Permit	1500	2	\$ 3,000.00
	Per Diem	319	5	\$ 1,595.00
	Mgmt & Administration	6%		\$ 2,784.36
<b>Subtotal</b>				<b>\$ 49,190.36</b>
<b>MAE - Geotechnical</b>				
	SPT			\$ 56,500.00
	Eng			\$ 32,700.00
	Amph Rig			\$ 9,000.00
	MOT			\$ 10,750.00
	Mgmt & Administration	6%		\$ 6,537.00
<b>Subtotal</b>				<b>\$ 115,487.00</b>
<b>ERS - Environmental</b>				
	Wildlife			\$ 4,500.00
	Wetland Delineation			\$ 8,000.00
	ERP Permit			\$ 15,000.00
	Mgmt & Administration	6%		\$ 1,650.00
<b>Subtotal</b>				<b>\$ 29,150.00</b>
<b>Total Subcontracts</b>				<b>\$ 310,861.96</b>

ID	Task Name	Duration	Start	Finish	Predecessors	Jan '20	Feb '20	Mar '20	Apr '20	May '20	Jun '20	Jul '20	Aug '20	Sep '20	Oct '20	Nov '20	Dec '20	Jan '21	Feb '21	Mar '21	Apr '21	May '21	Jun '21	Jul '21	Aug '21	Sep '21	Oct '21	Nov '21	Dec '21	Jan '22	Feb '22
1	<b>REBUILD CIRCUIT 663</b>	<b>91 wks</b>	<b>Thu 1/9/20</b>	<b>Wed 10/6/21</b>		REBUILD CIRCUIT 663																									
2	<b>Detailed Engineering &amp; Design</b>	<b>91 wks</b>	<b>Thu 1/9/20</b>	<b>Wed 10/6/21</b>		Detailed Engineering & Design																									
3	Notice to Proceed	0 wks	Fri 2/7/20	Fri 2/7/20																											
4	<b>10% Siting Engineering</b>	<b>11 wks</b>	<b>Thu 2/13/20</b>	<b>Thu 4/30/20</b>																											
5	Kick Off Meeting	0 wks	Thu 2/13/20	Thu 2/13/20	3FS+1 wk																										
6	Review any information from JEA	1 wk	Fri 2/14/20	Thu 2/20/20	5																										
7	Site Investigations	10 wks	Fri 2/21/20	Thu 4/30/20																											
8	Field Services	2 wks	Fri 2/21/20	Thu 3/5/20	6																										
9	Survey	8 wks	Fri 2/21/20	Thu 4/16/20	6																										
10	Environmental	5 wks	Fri 2/21/20	Thu 3/26/20	6																										
11	Geotechnical	8 wks	Fri 3/6/20	Thu 4/30/20	6FS+2 wks																										
12	SUE	4 wks	Fri 3/6/20	Thu 4/2/20	15																										
13	Siting	3 wks	Fri 2/21/20	Thu 3/12/20																											
14	Alignment Investigation/Study	2 wks	Fri 2/21/20	Thu 3/5/20	6																										
15	Siting Modeling	1 wk	Fri 2/28/20	Thu 3/5/20	6FS+1 wk																										
16	Permit Investigation	1 wk	Fri 3/6/20	Thu 3/12/20	6FS+2 wks																										
17	Siting Narrative w/ Design Criteria	2 wks	Fri 3/13/20	Thu 3/26/20	13																										
18	10% Submittal	0 wks	Thu 3/26/20	Thu 3/26/20	17																										
19	<b>30% Conceptual Engineering</b>	<b>10.2 wks</b>	<b>Fri 3/6/20</b>	<b>Fri 5/15/20</b>																											
20	Civil & Access Design	9 wks	Fri 3/6/20	Thu 5/7/20																											
21	Access Design	1 wk	Fri 3/6/20	Thu 3/12/20	14																										
22	Civil Engineering	4 wks	Fri 3/13/20	Thu 4/9/20	21																										
23	Environmental Exhibits	4 wks	Fri 4/10/20	Thu 5/7/20	21,22																										
24	SSL Crossing Exhibits	4 wks	Fri 4/10/20	Thu 5/7/20	22,26																										
25	Transmission Engineering	7 wks	Fri 3/13/20	Thu 4/30/20																											
26	Prelim PLS-CADD Modeling & Str Spotting	3 wks	Fri 3/13/20	Thu 4/2/20	13																										
27	Distribution Layout	2 wks	Fri 3/20/20	Thu 4/2/20	26SS+1 wk																										
28	Preliminary Structure Design	2 wks	Fri 4/3/20	Thu 4/16/20	26																										
29	Major Material List	2 wks	Fri 4/17/20	Thu 4/30/20	28																										
30	Electrical Engineering	1 wk	Fri 4/10/20	Thu 4/16/20																											
31	EMF Calculations	1 wk	Fri 4/10/20	Thu 4/16/20	26FS+1 wk																										
32	30% Submittal	0 wks	Thu 5/7/20	Thu 5/7/20	20,25,30																										
33	30% Challenge Session	1 day	Fri 5/15/20	Fri 5/15/20	32FS+1 wk																										
34	<b>60% Detailed Engineering</b>	<b>15.2 wks</b>	<b>Mon 5/18/20</b>	<b>Mon 8/31/20</b>																											
35	Civil & Access Design, Permitting	6 wks	Mon 5/18/20	Fri 6/26/20																											
36	Incorporate Environmental Surveys	2 wks	Mon 5/18/20	Fri 5/29/20	20,9,33																										
37	Finalize Environmental Exhibits	4 wks	Mon 6/1/20	Fri 6/26/20	36																										
38	Issue for Environmental Permits	0 wks	Fri 6/26/20	Fri 6/26/20	37																										
39	Transmission Engineering	8 wks	Mon 5/18/20	Fri 7/10/20																											
40	Finalize PLS-CADD Models	3 wks	Mon 5/18/20	Fri 6/5/20	33,12																										
41	Distribution Engineering	3 wks	Mon 5/18/20	Fri 6/5/20	40SS																										
42	Plan & Profile Drawings	2 wks	Mon 6/8/20	Fri 6/19/20	41FS-2 wks,40																										
43	Perform Line Calculations	3 wks	Mon 6/8/20	Fri 6/26/20	40																										
44	Create Line Deliverables	2 wks	Mon 6/29/20	Fri 7/10/20	43,42																										
45	Prepare non-Env. Permit Exhibits	5 wks	Mon 6/8/20	Fri 7/10/20	40																										
46	FAA Structure Matrix	3 wks	Mon 6/8/20	Fri 6/26/20	40																										



ID	Task Name	Duration	Start	Finish	Predecessors	Jan '20	Feb '20	Mar '20	Apr '20	May '20	Jun '20	Jul '20	Aug '20	Sep '20	Oct '20	Nov '20	Dec '20	Jan '21	Feb '21	Mar '21	Apr '21	May '21	Jun '21	Jul '21	Aug '21	Sep '21	Oct '21	Nov '21	Dec '21	Jan '22	Feb '22	
47	DOT Permit Exhibits	3 wks	Mon 6/22/20	Fri 7/10/20	42																											
48	COJ Permit Exhibits	3 wks	Mon 6/22/20	Fri 7/10/20	42																											
49	Structural Engineering	9 wks	Mon 6/8/20	Fri 8/7/20																												
50	Perform Structural Analysis	2 wks	Mon 6/8/20	Fri 6/19/20	40																											
51	Design Poles	3 wks	Mon 6/8/20	Fri 6/26/20	40																											
52	Guy and Anchor Design	1 wk	Mon 6/22/20	Fri 6/26/20	50,51FF																											
53	Foundation Calculation	2 wks	Mon 6/29/20	Fri 7/10/20	51,11																											
54	Finalize Structure Matrix	2 wks	Mon 7/13/20	Fri 7/24/20	53																											
55	Finalize Structure Packages	2 wks	Mon 7/27/20	Fri 8/7/20	54																											
56	60% Engineering Deliverable	0 wks	Fri 8/7/20	Fri 8/7/20	35,39,49																											
57	60% Challenge Session	1 day	Mon 8/17/20	Mon 8/17/20	56FS+1 wk																											
58	Release non-Env. Permits	0 wks	Mon 8/31/20	Mon 8/31/20	57FS+2 wks																											
59	<b>Permitting</b>	<b>32.2 wks</b>	<b>Fri 5/15/20</b>	<b>Mon 12/28/20</b>																												
60	<b>ERP Permitting</b>	<b>32.2 wks</b>	<b>Fri 5/15/20</b>	<b>Mon 12/28/20</b>																												
61	Pre-Application Meeting	1 day	Fri 5/15/20	Fri 5/15/20	23FS+1 wk																											
62	Prepare Application Package	2 wks	Mon 6/29/20	Fri 7/10/20	38																											
63	Submit Permit Application	0 days	Mon 7/13/20	Mon 7/13/20	62																											
64	Agency Review	120 days	Mon 7/13/20	Fri 12/25/20	63																											
65	Release Permit	0 wks	Mon 12/28/20	Mon 12/28/20	64																											
66	<b>FAA Permitting</b>	<b>12.2 wks</b>	<b>Mon 6/29/20</b>	<b>Mon 9/21/20</b>																												
67	Submit FAA Permit	1 day	Mon 6/29/20	Mon 6/29/20	46																											
68	FAA Approval	60 days	Tue 6/30/20	Mon 9/21/20	67																											
69	<b>DOT Permitting</b>	<b>14.2 wks</b>	<b>Mon 7/13/20</b>	<b>Tue 10/20/20</b>																												
70	Pre-Application Meeting	1 day	Mon 7/13/20	Mon 7/13/20	47																											
71	Prepare Application Package	2 wks	Tue 7/14/20	Mon 7/27/20	70																											
72	Submit Permit Application	0 wks	Tue 7/28/20	Tue 7/28/20	71																											
73	Agency Review	60 days	Tue 7/28/20	Mon 10/19/20	72																											
74	Release Permit	0 wks	Tue 10/20/20	Tue 10/20/20	73																											
75	<b>COJ Permitting</b>	<b>20.2 wks</b>	<b>Mon 7/13/20</b>	<b>Tue 12/1/20</b>																												
76	Pre-Application Meeting	1 day	Mon 7/13/20	Mon 7/13/20	48																											
77	Prepare Application Package	2 wks	Tue 7/14/20	Mon 7/27/20	76																											
78	Submit Permit Application	0 wks	Tue 7/28/20	Tue 7/28/20	77																											
79	Agency Review	90 days	Tue 7/28/20	Mon 11/30/20	78																											
80	Release Permit	0 wks	Tue 12/1/20	Tue 12/1/20	79																											
81	<b>Procurement</b>	<b>33.2 wks</b>	<b>Mon 8/10/20</b>	<b>Mon 3/29/21</b>																												
82	<b>Structures</b>	<b>33.2 wks</b>	<b>Mon 8/10/20</b>	<b>Mon 3/29/21</b>																												
83	Prepare Bid Package	2 wks	Mon 8/10/20	Fri 8/21/20	49																											
84	Advertise & Bid	5 wks	Mon 8/24/20	Fri 9/25/20	83																											
85	Review Bids	1 wk	Mon 9/28/20	Fri 10/2/20	84																											
86	Submit Requisition / Issue PO / Vendor Receipt	1 wk	Mon 10/5/20	Fri 10/9/20	85																											
87	Vendor Prepares & Submits Calculations	6 wks	Mon 10/12/20	Fri 11/20/20	86																											
88	Review & Issue Calculation Comments	2 wks	Mon 11/23/20	Fri 12/4/20	87																											
89	Vendor Prepares & Submits Shop Drawings	4 wks	Mon 12/7/20	Fri 1/1/21	88																											
90	Review & Issue Drawing Comments	2 wks	Mon 1/4/21	Fri 1/15/21	89																											
91	Receive Final Vendor Drawings	2 wks	Mon 1/18/21	Fri 1/29/21	90																											

ID	Task Name	Duration	Start	Finish	Predecessors	Jan '20	Feb '20	Mar '20	Apr '20	May '20	Jun '20	Jul '20	Aug '20	Sep '20	Oct '20	Nov '20	Dec '20	Jan '21	Feb '21	Mar '21	Apr '21	May '21	Jun '21	Jul '21	Aug '21	Sep '21	Oct '21	Nov '21	Dec '21	Jan '22	Feb '22
92	Structures Manufactured & Shipped	8 wks	Mon 2/1/21	Fri 3/26/21	91																										
93	Structure Delivery	0.2 wks	Mon 3/29/21	Mon 3/29/21	92																										
94	Hardware	23 wks	Tue 9/29/20	Mon 3/8/21																											
95	Prepare Bids	1 wk	Tue 9/29/20	Mon 10/5/20	115																										
96	Solicit Quotes	4 wks	Tue 10/6/20	Mon 11/2/20	95																										
97	Issue PO	2 wks	Tue 11/3/20	Mon 11/16/20	96																										
98	Hardware Packaged & Shipped	16 wks	Tue 11/17/20	Mon 3/8/21	97																										
99	Construction	16.2 wks	Tue 10/20/20	Tue 2/9/21																											
100	Prepare IFB	3 wks	Tue 10/20/20	Mon 11/9/20	126																										
101	Advertise & Bid	8 wks	Tue 11/10/20	Mon 1/4/21	100																										
102	Pre-Bid Meeting	1 day	Tue 1/12/21	Tue 1/12/21	101FS+1 wk																										
103	Review Bids	1 wk	Wed 1/13/21	Tue 1/19/21	102																										
104	Requisition & Award	3 wks	Wed 1/20/21	Tue 2/9/21	103																										
105	90% Engineering	45.6 wks	Thu 1/9/20	Mon 11/23/20																											
106	Transmission Engineering	9 wks	Tue 8/18/20	Mon 10/19/20																											
107	Finalize Plan & Profile Drawings	3 wks	Tue 8/18/20	Mon 9/7/20	57																										
108	Create non- P&P drawings	3 wks	Tue 9/8/20	Mon 9/28/20	107																										
109	Sag & Tension Charts	2 wks	Tue 9/29/20	Mon 10/12/20	108																										
110	Construction Staking Tables	1 wk	Tue 10/13/20	Mon 10/19/20	109																										
111	Structural Engineering	6 wks	Thu 1/9/20	Wed 2/19/20																											
112	Coordinate with Fabricators	2 wks	Thu 1/9/20	Wed 1/22/20																											
113	Review Pole Calculations and Shop Dwgs	4 wks	Thu 1/23/20	Wed 2/19/20	112																										
114	Release IFF	0 wks	Wed 2/19/20	Wed 2/19/20	113																										
115	Material Requisition	3 wks	Tue 9/8/20	Mon 9/28/20																											
116	Fiber Plan and Details	1 wk	Tue 9/8/20	Mon 9/14/20	107																										
117	Detailed Bill of Material (Maximo)	3 wks	Tue 9/8/20	Mon 9/28/20	107																										
118	Prepare Bid Package	1 wk	Tue 9/29/20	Mon 10/5/20																											
119	Civil Construction Drawings	1 wk	Tue 9/29/20	Mon 10/5/20	52,54,117																										
120	Civil Specifications	1 wk	Tue 9/29/20	Mon 10/5/20	117																										
121	Line Construction Drawings	1 wk	Tue 9/29/20	Mon 10/5/20	117																										
122	Line Specifications	1 wk	Tue 9/29/20	Mon 10/5/20	117																										
123	Specific Instructions	1 wk	Tue 9/29/20	Mon 10/5/20	116,117																										
124	Line Information	3 wks	Tue 10/6/20	Mon 10/26/20																											
125	Prepare EMF Package	3 wks	Tue 10/6/20	Mon 10/26/20	107,118																										
126	IFR & IFB Submittal	0 wks	Mon 10/19/20	Mon 10/19/20	106,115,118																										
127	IFR 90% Challenge Session	1 wk	Tue 10/27/20	Mon 11/2/20	126FS+1 wk																										
128	Prepare IFC Package	3 wks	Tue 11/3/20	Mon 11/23/20	127																										
129	Issue IFC	0 wks	Mon 11/23/20	Mon 11/23/20	128																										
130	Construction	30.2 wks	Tue 3/9/21	Wed 10/6/21																											
131	Construction Start	0 wks	Tue 3/9/21	Tue 3/9/21	129,59,104FS+4 wks																										
132	Construction	7 mons	Wed 3/10/21	Tue 9/21/21	131																										
133	Pre-Energization WalkDown	1 wk	Wed 9/22/21	Tue 9/28/21	132																										
134	Energize	1 day	Wed 9/29/21	Wed 9/29/21	133																										
135	Construction Complete	1 wk	Thu 9/30/21	Wed 10/6/21	134																										

	FY19	FY20	FY21	FY22	Total
Engineering (Budget)		\$ 620,000.00	\$ 330,000.00	\$ 50,000.00	\$ 1,000,000.00
		62.0%	33.0%	5.0%	
Actual Eng. Award		\$ 486,518.34	\$ 258,953.31	\$ 39,235.35	784707



# Formal Bid and Award System

Award #9 May 26, 2022

**Type of Award Request:** CHANGE ORDER

**Request #:** 511

**Requestor Name:** Gillean, Keith

**Requestor Phone:** (904) 665-6841

**Project Title:** Brandy Branch & Kennedy Generating Station CO2 Fire Protection Life Safety Upgrade Project

**Project Number:** 8007602

**Project Location:** JEA

**Funds:** Capital

**Budget Estimate:** \$966,000.00

**Scope of Work:**

The purpose of this solicitation for Power Generating Facility Combustion Turbine CO2 Fire Protection System Upgrades (this "Solicitation") is to evaluate and select a vendor to upgrade the CO2 Fire Protection Systems on 4 generating units at 2 sites; Brandy Branch Generating Stations B51, B52, B53 and Kennedy Generating Station K37.

JEA is seeking a licensed and experienced contractor to upgrade the CO2 Fire Protection Systems on 4 generating units on a turnkey basis. Upgrades to bring units into compliance of NFPA Life Safety Requirements. Affected compartments include the turbine compartment, gas compartment, and hydraulic/lube oil compartment on all units and the atomizing air compartment on units B51 and K37. This work includes:

- Replacing the CO2 valves for each compartment to pneumatic time delayed valves
- Adding pneumatic sirens, bypass valves, and appropriate signage on all CO2 protected compartments
- Replacing/upgrading the alarm panel on each unit to support new and current valves for each compartment
- Install any and all electrical and controls cabling to allow DCS communication to new panel
- Install piping and fittings to incorporate the generator collector compartment on the low-pressure tank system for all units (currently protected by high pressure cylinders)
- Modify the CO2 tank headers to add additional zone for collector cab on units B51 and K37
- Add double block and bleed valve configurations to match existing for the newly installed zone for generator collector cab on units B51 and K37.

**JEA IFB/RFP/State/City/GSA#:** 1410512646

**Purchasing Agent:** Lovgren, Rodney

**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
MILTON J. WOOD FIRE PROTECTION, INC.	Josh Roman	jroman@mjwood.com	3805 Faye Road, Jacksonville, FL 32226	904-353-5527	\$189,480.00

**Amount of Original Award:** \$878,625.00  
**Date of Original Award:** 01/27/2022  
**Change Order Amount:** \$189,480.00  
**New Not-To-Exceed Amount:** \$1,068,105.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 02/02/2022  
**End Date (mm/dd/yyyy):** Project Completion (Expected: 02/02/2023)  
**JSEB Requirement:** N/A - Optional

**Background/Recommendations:**

Originally bid and approved by Awards Committee on 01/27/2022 in the amount of \$878,625.00 to Milton J. Wood Fire Protection Inc. A copy of the original award is attached as backup.

Milton J. Wood is currently performing the original contract scope of work stated above, and the following is the current status of each project location:

- Brandy Branch Generating Station is Substantially Complete
- Kennedy Generating Station Unit K37 – installation tentatively scheduled for: 10/3-11/18

Unit K38 not included in the original scope of work, has been found to have multiple components of the system demonstrating less than functional performance (i.e solenoid valves that allow the CO2 to light off the CO2 fire protection system not functioning properly). As a result, JEA made the determination to have Milton J. Wood increase the scope of the project to provide the same electrical and mechanical upgrades to Unit K38 to correct the operational issues discovered in that system.

- Kennedy Generating Station Unit K38 – installation tentatively scheduled for: 9/26-10/5/2022.

When considering the original competitively bid project amount of \$878,625.00 for four units, which breaks down to approximately \$219K per unit, this \$189,480.00 increase for an additional unit is deemed reasonable.

The project details are below:

- Construction Budget Estimate (at the time of Bid): \$966,000.00
- Construction Cost: \$1,068,106.00
- Project Completion Date: Expected – 02/02/2023

Request approval to award a change order to Milton J. Wood Fire Protection Inc. for construction services for electrical and mechanical upgrades to Kennedy Generating Station Unit K38 in the amount of \$189,480.00, for a new not-to-exceed amount of \$1,068,105.00, subject to the availability of lawfully appropriated funds.

**Manager:** Akrayi, Jamila – Mgr Project Management  
**Sr. Director:** Limbaugh, Margaret - Sr Director Energy Project Management  
**VP:** Erixton, Ricky D. - VP Electric Systems

**APPROVALS:**

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**Chairman, Awards Committee**

**Date**

---

**Budget Representative**

**Date**



May 11, 2022

JEA  
21 West Church Street  
Jacksonville, FL 32202  
Attn: Keith Gillean

**RE:** JEA- Kennedy Generating Station Unit K38 CO<sub>2</sub> Pneumatic & Electric Controls Replacement  
**MJW reference:** 0372-22FF

Dear Keith,  
We are pleased to present this proposal for the above referenced project.

**This proposal is based on the following information:**

- 1.1 Testing of Unit K38 and site visits with MJWFP and JEA which shows the system controls need to be upgraded/replaced.
- 1.2 Original solicitation 1410512646 and PO# 203069\_1 between MJWFP and JEA.

**The following scope of work is included in this proposal:**

- 2.1 **We would tentatively plan to schedule this installation for week of July 18, 2022.**
- 2.2 **LEAD TIMES: Janus equipment will not ship for 4-6 weeks from date of purchase order issuance.**
- 2.3 **Safety:** Provide safety management including site and task safety plans, daily AHA/JHA/JSA, required permits, weekly "Toolbox Talks", daily logs/reports, and supply of required/appropriate safety equipment. Our project managers, Wesley Bodiford and Joshua Roman have taken the SLD 8 hour class in March 2022. We do not include a refresher course at this time. We do include the 2-hour site specific training for any employee scheduled to perform work at the Kennedy Station. All employees working on site at JEA Kennedy Generating Station will have their OSHA 10 certification prior to arriving on site. Confirmation certificates will be submitted as needed. Any training requirements exceeding what is listed above will require additional pricing.
- 2.4 **Project Management:** Provide administrative and operational project management including; contract management, scheduling, coordination, supervision of design, procurement, fabrication, installation safety, and QC/Document control.
- 2.5 **Quality Control:** Provide inspection and documentation services including inspection logs and testing reports.
- 2.6 **Design Package:** Survey existing header piping and prefabricate the new header to replace the existing. Design and fabrication of the new 4" header shall be 4-6 weeks. Furnish design services including shop drawings, calculations, product data submittals, and close-out documents. Design documents to be prepared by a NICET Certified Technician under the supervision of a Licensed Professional Engineer.
- 2.7 **Unit K38 Electrical Upgrades**
  - a. Our proposal includes providing and installing one (1) new Janus- IP4, Addressable/Releasing fire alarm controller with required battery backup per NFPA. The new Janus IP4 controller shall be installed inside of a new NEMA 4 Wall mount enclosure and shall replace the existing CO<sub>2</sub> system-releasing controller and existing enclosure.
  - b. Our proposal includes providing all required Janus- IP4 panel programming for the Generating CO<sub>2</sub> system upgrades.

CORPORATE OFFICE

3805 Faye Road, Jacksonville, FL 32226  
Tel (904) 353-5527 | Fax (904) 353-0043

SAVANNAH OFFICE

2786 Highway 80 West, Garden City, GA 31408  
Tel (912) 964-2155 | Fax (912) 964-2158

LAKELAND OFFICE

4415 Drane Field Road, Lakeland, FL 33811  
Tel (863) 648-0775 | Fax (863) 646-8006

- c. Our proposal includes providing, installing, and programming five (5) new Janus IP4 addressable monitoring modules for the Block-Out/ Lockout zone valves per CO<sub>2</sub> system. This will allow for pinpoint label identification per system & per zone for the discharge piping high-pressure side and low-pressure side.
- d. Our proposal includes providing all required electrical demo/ installation below;
  - i. Provide labeling, disconnection, and removal of all existing wiring from the existing CO<sub>2</sub> fire suppression system controller & enclosure.
  - ii. Provide labor to electrical disconnect all the existing solenoids, Time delay unit valves, OS&Y valves, discharge pressure switches, and block out valves per zone.
  - iii. Provide labor to install all new electrical material for the new CO<sub>2</sub> releasing solenoids, CO<sub>2</sub> tank control valves, CO<sub>2</sub> Time delay unit valves, CO<sub>2</sub> discharge pressure switches, and CO<sub>2</sub> block out vales per zone. The electrical material shall consist of, Seal-Tight flex, THHN wiring (14ga. minimum), Compression connectors/ fittings, Galvanized rigid conduit with malleable threaded fittings, and Galvanized supports.
- e. Our proposal includes providing the following upon completion of the new Janus IP4 fire alarm/ CO<sub>2</sub> releasing system installation;
  - i. MJW trained manufacture's technician fully functional test and written report.
  - ii. Provide a Warranty of two (2) years from date of substantial completion of project. Warranty shall be canceled if at any time the new system is serviced by or tampered with by anyone other than an MJW employee.
  - iii. MJW trained manufacture's technician to provide a minimum of 8 hours system operation training for the Owner, Architect/ Engineer, and fire department personnel.

## 2.8 **Mechanical Modifications for Generating Station CO<sub>2</sub> Unit K38**

- a. Scope of work to start at the 6" diameter discharge outlet of the existing bulk CO<sub>2</sub> Tank.
- b. Replace 6" flange & attached pipe.
- c. Install new manual 4" tank discharge wafer butterfly valve.
- d. Replace existing welded header with new piping to avoid leaks. New manifold header shall be 4" diameter painted pipe with outlet sizes to match existing:
  - i. 1 ea. 3" flanged outlet for new 3" pneumatic wafer butterfly valve.
  - ii. 4 ea. 1½" threaded outlets for new 1½" pneumatic wafer butterfly valve.
  - iii. 1 ea. ¾" threaded outlet for new ¾" pneumatic wafer butterfly valve.
  - iv. 4 ea. ½" threaded outlets for new ½" pneumatic wafer butterfly valve.
- e. Provide and install 10 ea. new pressure switches and threaded outlets for the switches.
- f. Provide and install 10 ea. new pressure relief valves.
- g. Provide and install 1 ea. new ½" pressure regulating valve and pressure gauge.
- h. Provide and install 5 ea. new solenoid cabinets and associated tubing. Solenoid cabinets shall be pneumatic solenoids with appropriate time delay switches.
- i. Provide and install 5 ea. new sirens to be located at the bulk CO<sub>2</sub> storage tank.
- j. Replace 1 ea. 1" manual tank fill ball valve and 1 ea. 1½" manual tank fill ball valve.
- k. New piping between the tank and pneumatic zone control valves for 1½" diameter and larger shall be schedule 80 black pipe with 300# flanged fittings or schedule 80 welded fittings. The black welded piping shall be painted to match existing.
- l. New piping between the tank and pneumatic zone control valves for ½" and ¾" diameter pipe shall be schedule 40 black pipe with schedule 80 welded fittings. The black welded piping shall be painted to match existing.
- m. New piping shall be supported from existing supports and shall be coordinated during the detailed design of the systems.
- n. All galvanized piping downstream of the new pneumatic zone control valves shall remain and is not included in this proposal.

- o. We include cleaning the surface of the pipe with a rag and chemical wash and removing any slag or scale prior to painting. Some portions may be wire brushed or sanded as needed.
- p. We do not include sand blasting, brush off blasting, commercial blasting, or other more stringent surface preparation methods beyond what is listed in note "2.7 o." above.
- q. New paint shall be either rust-o-leum or Sherwin williams direct to metal paint with a primer coat to be brush or roller applied in the shop or in the field.
- r. We include painting only the pipe between the tank and inlet of the new zone control valves.
- s. Demolish and dispose of existing header piping.
- t. Test and commission each system.
- u. Emptying and refilling the bulk CO<sub>2</sub> tank is not included in this proposal. However, we will coordinate the emptying and refilling with the JEA project manager. We assume JEA will have a tanker truck on site to empty the CO<sub>2</sub> from the tank and into the truck. The truck should stay on standby while our crew takes about 30 minutes to swap out the valves. Once the new valves are installed on the tank CO<sub>2</sub> can be pumped back into the tank.

We propose to provide all of the above for a **Lump Sum Total of One hundred eighty-nine thousand four hundred eighty dollars (\$189,480.00)**.

Gen Station CO<sub>2</sub> Upgrades SOW Lump Sum Total... **\$146,980.00**

Mechanical Modifications SOW Lump Sum Total... **\$42,500.00**

**The following clarifications and exclusions apply:**

**GENERAL**

- 3.1 Our proposal shall be valid until 06/13/2022.
- 3.2 Our proposal includes all required State and Local taxes.
- 3.3 The cost of Payment and Performance Bonds are not included.
- 3.4 Our proposal includes the insurance coverages from the original contract.
- 3.5 MJW is fully licensed in the state of Florida to perform the entire required scope of work.
- 3.6 Our proposal excludes any specialty permits or fees (tap fees, impact fees, environmental fees, connection fees, etc.) that are not specified herein but may be required by the federal, state or local authorities.
- 3.7 Our proposal does not include providing a full-time project manager or site office trailer.
- 3.8 Our proposal is based on MJW being provided with any requested CAD files depicting the final MMU project and equipment layout at no charge.
- 3.9 Our proposal is based on the assumption that all the components that are provided by others but are needed for MJW to complete our work (e.g. underground conduits, supports, etc) will be delivered per the mutually agreeable schedule, with the deliveries coordinated and sequenced in a manner that will allow for a continuous installation flow.
- 3.10 We assume that this proposal in its entirety will be made an exhibit to the PO issued to us by JEA.
- 3.11 We include providing our own on site portable toilet, general refuse dumpster, and metal dumpster.
- 3.12 We do not include replacing any tank attachments or outlets that are directly welded to the tank (ie. Liquid fill valve, vapor balance valve, vapor process valve)
- 3.13 Our proposal excludes any painting or surface preparation for paint, cleaning or surface preparation not specifically listed in the scope of work above.

- 3.14 All clarifications and exclusions listed in the original contract and proposal are also included in this proposal.
- 3.15 New nozzles and zone discharge piping are not included in this proposal.

#### **INVOICING**

- 3.16 **Lump Sum projects:** MJW will submit invoices monthly. Each monthly invoice will include prorated costs for all work tasks projected to be completed through the end of that calendar month. MJW's payment terms are NET-30

#### **WAGES**

- 3.17 Our proposal does not include compliance with any published Prevailing Wage Rates or Davis-bacon rates.

#### **CERTIFIED PAYROLL**

- 3.18 We will provide the required Certified Payroll information for all project-specific hourly employees using the standard MJW form that is generated by our computerized payroll system. Any other reporting format will require additional administrative effort which is not included in this proposal.

#### **WARRANTY**

- 3.19 Our proposal includes a 24-month parts, labor, and travel warranty for fire alarm (detection and releasing). All other scope/items are standard manufacturer's warranty on parts/materials and a 2 year workmanship warranty for labor. The warranty starts when each system or a functional system component is turned over to the owner as evidenced by successful completion of the required testing and commissioning activities.
- 3.20 The warranty is considered null and void if any of the system components or equipment is modified, adjusted, tampered with or altered in any way by anyone else other than an authorized MJW employee.

#### **WORK HOURS**

- 3.21 Pre-shutdown work will be completed in 8-hour shifts during the regular business hours, Monday through Friday between the hours of 6:00 AM and 5:00 PM. No overtime, night, weekend or holiday work is included for this portion of the project
- 3.22 Unit K38 work hours:
  - 1. First Shift: We include up to four (4) fire alarm/suppression technicians and two (2) sprinkler fitters for 60 hours from 6:00am to 5:00pm Monday through Saturday during the unit shutdown.
  - 2. Site welder and tubing installers will be on site as required and installation progress allows during the unit shut-down.
  - 3. Second Shift: We include two sprinkler fitters for 60 hours from 1:00pm to 12:00am Monday through Saturday.
  - 4. Saturday work includes two (2) fire alarm/suppression technicians, two (2) fire sprinkler fitters, and two (2) project managers.
- 3.23 Our proposal includes a single mobilization and de-mobilization. Any additional equipment and labor re-mob and de-mob costs will be considered a change in scope and reimbursable as an adder to the contract amount.
- 3.24 We propose the following schedule.
  - 1. Engineering & submittals: May 16, 2022 through June 24, 2022.
  - 2. Procurement, fabrication & delivery: May 23, 2022 through July 6, 2022.
  - 3. Receive fabrication & Janus materials sometime between July 6, 2022 and July 11, 2022.
  - 4. Paint black piping and perform quality control checks prior to mobilization: July 11, 2022 through July 15, 2022.
  - 5. Mobilize July 18, 2022.
  - 6. Installation: 6-day shut-down of the unit during the week of July 18, 2022.
  - 7. Testing & Commissioning: Completed at the end of unit outage
  - 8. Clean and Demobilization: 1-5 days after Commissioning & punch list completion

## **DELAYS**

- 3.25 Our proposal does not take into consideration any delays for acts of God, that directly or indirectly slow or stop work on the project. This includes hurricanes, tornados, blizzards, that may temporarily delay material and equipment deliveries or job progress due to weather or damage. It is assumed that the construction schedule will be extended day-for-day for each such delay caused by circumstances out of MJW's control. All additional costs for demobilization and re-mobilization of employees or equipment, or extended equipment rental due to such events shall be reimbursed to MJW by the client with zero markup for overhead and profit.
- 3.26 Our proposal does not take into consideration any delays for pandemic, epidemic, or other local or widespread disease outbreak that in turn delays or stops work on the project, whether it be in the local geographical area of the project that delays construction, or local to MJW offices which may delay design, fabrication, management or administration of a project, or widespread as a state or national event. If the local, state or federal government declares such an event and recommends non-critical business operations cease, shelter in place, or other measure that impedes the project progression, it is assumed that the construction schedule will be extended day-for-day for each such delay caused by such an event. All additional costs for demobilization and re-mobilization of employees or equipment, or extended equipment rental due to such events shall be reimbursed to MJW by the client with zero markup for overhead and profit.
- 3.27 Our proposal does not take into consideration any weather related delays, acts of god, or work stoppages of any kind. It is assumed that the construction schedule will be extended day-to-day for each such delay caused by circumstances out of MJW's control.
- 3.28 Our proposal does not take into consideration any delays from "**Work Provided by Others**". It is assumed that the construction schedule will be extended day-to-day for such delays caused by circumstances out of MJW's control.

## **SCOPE CHANGES**

- 3.29 MJW will not proceed with any work outside of the contractually defined scope of work without receiving a written authorization to proceed.
- 3.30 Upon receiving due notice, MJW will price up any additional work as a lump sum change to the contract. The additional scope can also be performed using the Time and Material (T&M) rates, providing that the signed MJW's daily T&M tickets are considered as authorized change orders to the contract.
- 3.31 Any tasks or equipment required as a result of the AHJ plan review or inspection that are not included in the bid documents will be considered a change in MJW's scope of work and processed as a change order prior to MJW engaging in the corrective action.

## **WORK AREA AVAILABILITY**

- 3.32 Our proposal is based on our installation crews having full, uninterrupted and delay-free access to all work areas, so that we are able to carry out work continuously and expeditiously during the agreed work hours.
- 3.33 Our proposal is based on the assumption that our work activities will be scheduled to assure that we move from one work area to the next without downtime. If there are any work areas requiring special access arrangements, MJW shall be notified prior to mobilization so that we may schedule the work with minimal impact on the overall project schedule and owner operations. Any work that can't be scheduled during the normal work hours will require an approved change order to compensate for overtime costs that we don't have included in our price. Any demobilization and remobilization resulting from other trades completion schedule falling behind will require an approved change order to compensate for extended travel expense.
- 3.34 Our proposal is based on being provided with convenient materials storage and staging areas. It is assumed that all such laydown areas will be adjacent to the work area or within the building we are working in.

- 3.35 We will require an approximately 50' x 100' laydown area for equipment and materials, located adjacent to the work area.
- 3.36 Our proposal includes all aerial lifts necessary for installation of the systems and equipment within our scope of work. We assume that the project schedule will be coordinated in a way that no scaffolding of any kind will be required to reach the areas where our systems and equipment need to be installed. All such scaffolding is excluded from our price.
- 3.37 We plan to use man lifts to facilitate lifting the equipment and materials in place. Maximum load on the lifts will not be exceeded. The loads will be secured to the lift. Manufacturer's attachments might be used for lifting materials (pipe, conduit) that are wider than the man-lift basket.

#### **SITE UTILITIES**

- 3.38 Our proposal is based on the Owner supplying the required temporary power and water to facilitate execution of all phases of this project.

#### **SAFETY**

- 3.39 Our proposal includes providing our employees with all PPE and other safety equipment required by OSHA and MJW corporate safety standards to complete the assigned scope of work.
- 3.40 Our proposal does not include a dedicated Hot Work safety person. MJWFP was not provided any documentation requesting any such Hot Work requirements.
- 3.41 Our proposal does not include providing a full time Safety Coordinator for this project.
- 3.42 Our proposal is based on the assumption that all required work permits will be issued and LOTO processes will be completed before the agreed-upon start time for our construction crews. We will submit all required paperwork in a timely manner, and have not included any costs for our work crews to wait before they can commence the work.

#### **HIGH REACH / WORK AT ELEVATION**

- 3.43 Our proposal does not include aerial lifts for installation of the systems and equipment within our scope of work. We assume that the project schedule will be coordinated in a way that no scaffolding of any kind will be required to reach the areas where our systems and equipment need to be installed. All such scaffolding is excluded from our price.
- 3.44 Our proposal does not include the cost of Scaffolding for areas inaccessible for the use of aerial lifts and/ or too high for ladder use.
- 3.45 Our proposal is based on the assumption that all work is approximately 10 feet or less above the floor/grade and can be accessed with ladders. It is further assumed that we can use ladders to install such work as long as the ladders are properly used. Each worker will tie off when his feet are at 6 feet or more above the floor.

#### **FIRE ALARM/ RELEASING & ELECTRICAL**

- 3.46 Our proposal is based on reusing all electrical conduits installed for the heat detection and notification circuits; Conduits, wiring, heat detectors, horn strobe, etc. to be left in place and reused. We exclude any additional fire alarm devices, repairs, and installation from the results of final inspection & testing.
- 3.47 Our proposal Does Not include any additional interfacing, monitoring of, or controlling of the upgraded CO<sub>2</sub> Janus IP4 releasing systems.
- 3.48 Our proposal is based on all 120 VAC dedicated power to be reused. Onsite electrical support to be provided by others.
- 3.49 Our proposal is based on the assumption that any required DCS/ PLC wiring and functionality programming for monitoring and/or process control interface with the new Janus CO<sub>2</sub> releasing controller to be provided by others.
- 3.50 Our proposal does not include any onsite fire alarm system inspections or repairs not related to the above SOW, Generating CO<sub>2</sub> System Upgrades.
- 3.51 Our proposal does not include any onsite existing control room fire alarm system panel programming for additional CO<sub>2</sub> system monitoring signals. Any such work to be provided by others.

### **FIRE PROTECTION - MATERIAL/EQUIPMENT SPECIFICATIONS**

- 3.52 All fire protection equipment used will be UL Listed or FM Approved. If such listed equipment is not available to complete the required scope of work, we will provide non-listed equipment that is specifically approved for this project by the AHJ and the Engineer of Record for this project.
- 3.53 Our proposal does not include providing materials and/or installation methods exceeding the NFPA or Factory Mutual requirements.
- 3.54 Materials for this project are of mixed origin in compliance with all relevant codes and requirements for the service in which they are to be used.
- 3.55 Our proposal includes black schedule 80 welded or threaded pipe with 300# fittings to match the finish of the pipe between the tank shut-off valve and the inlet side of the selector valves, and for the ½" actuation line. We only include replacing pipe that needs to be replaced. Any piping that is unnecessary to replace shall be left in place or reinstalled and attached to the new valves.
- 3.56 Our proposal includes galvanized schedule 80 threaded pipe with 300# threaded galvanized fittings from the discharge side of the selector valves to the existing zone pipe or demolished bottle locations mentioned in the scope of work above. Any piping that is unnecessary to replace shall be left in place or reinstalled and attached to the new valves.
- 3.57 Our proposal excludes third party technical personnel and equipment for Radiographic Weld Testing or non-destructive testing.
- 3.58 Our proposal does not include domestic pipe or fittings due to long lead time.
- 3.59 Hangers and supports shall be galvanized to match piping.

### **FP MECHANICAL**

- 3.60 Our proposal does not include foundations, asphalt, concrete, erosion control, seeding, replacement of sod, trees, or landscaping of any kind.
- 3.61 Our proposal does not include any underground scope of work.
- 3.62 Our proposal does not include replacing the tank or any existing tank attachments / outlets.
- 3.63 Our proposal does not include bollards or other type of guarding.
- 3.64 Materials for this project are of mixed origin in compliance with all relevant codes and requirements for the service in which they are to be used.
- 3.65 Our proposal includes providing only factory/mill finish components, without any additional surface preparation or coating of any kind. Any required painting to be provided by others.

### **JANUS**

- 3.66 JANUS equipment/material price is valid for shipments through July 11, 2022.
- 3.67 JANUS design is not included in this proposal.
- 3.68 Shipment of valves and control equipment will be 4 to 6 weeks from receipt of the purchase order and is contingent on all supporting documents (i.e., drawings) being received as well as approval to proceed with procurement in advance of drawing approval.
- 3.69 Standard warranty is 24 months from the date of shipment for all equipment covered in this proposal.
- 3.70 This proposal includes materials described in the equipment list. Except where noted, all other material required to complete system installation is provided by MJWFP, i.e., pipe, fittings, bolts, hangers, conduit, wire, etc.
- 3.71 CO-2 for testing is not included in JANUS' SOW.
- 3.72 Final Panel programming must be done at the site by a registered Janus Fire Systems distributor with access to the Janus Fire Systems IP software.
- 3.73 Valves are steel with a protective coating; enclosures are mild steel painted
- 3.74 117 VAC is required for heaters in pilot cabinets
- 3.75 Existing discharge pressure switches will be reused.
- 3.76 End of line devices will change to 5.1 K.
- 3.77 Existing alarm devices must be compatible with NAC modules, the maximum current draw of 2 Amps @ nominal 24 VDC

### **CO<sub>2</sub> & CO<sub>2</sub> TESTING/COMMISSIONING**

- 3.78 Emptying and refilling the bulk CO<sub>2</sub> tank is not included in this proposal. However, we will coordinate the emptying and refilling with the JEA project manager. We assume JEA will have a tanker truck on site to empty the CO<sub>2</sub> from the tank and into the truck. The truck should stay on standby while our crew takes about 30 minutes to swap out the valves. Once the new valves are installed on the tank CO<sub>2</sub> can be pumped back into the tank.
- 3.79 We do not include complete CO<sub>2</sub> discharge testing.
- 3.80 We do not include CO<sub>2</sub> concentration testing.
- 3.81 We plan to function test the electronic and pneumatic actuation of the new valves, supervisory devices and notification devices without discharging any CO<sub>2</sub> through the nozzles.
- 3.82 If for any reason CO<sub>2</sub> discharges from the existing tanks the owner will be responsible for replacing the discharged CO<sub>2</sub>.
- 3.83 We verified that there are no cross-listing issues with using Janus with other manufacturer components/LP CO<sub>2</sub> tank.

We appreciate the opportunity to provide you with this proposal and look forward to working with you on this project.

Sincerely,



**Joshua Roman, SET** | Project Manager & Systems Designer

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**MJW Consolidated, Inc.** | [www.mjwood.com](http://www.mjwood.com)

3805 Faye Road, Jacksonville, Florida 32226

**O** +1 904.483.3417 | **C** +1 904.528.1239 | **F** +1 904.353.8486

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## Formal Bid and Award System

Award #5 January 27, 2022

**Type of Award Request:** INVITATION FOR BID (IFB)  
**Request #:** 307  
**Requestor Name:** Gillean, Keith  
**Requestor Phone:** (904) 665-6841  
**Project Title:** Brandy Branch & Kennedy Generating Station CO2 Fire Protection Life Safety Upgrade Project  
**Project Number:** 8007602  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$966,000.00

**Scope of Work:**

The purpose of this solicitation for Power Generating Facility Combustion Turbine CO2 Fire Protection System Upgrades (this "Solicitation") is to evaluate and select a vendor to upgrade the CO2 Fire Protection Systems on 4 generating units at 2 sites; Brandy Branch Generating Stations B51, B52, B53 and Kennedy Generating Station K37.

JEA is seeking a licensed and experienced contractor to upgrade the CO2 Fire Protection Systems on 4 generating units on a turnkey basis. Upgrades should bring units into compliance of NFPA Life Safety Requirements. Affected compartments include the turbine compartment, gas compartment, and hydraulic/lube oil compartment on all units and the atomizing air compartment on units B51 and K37. This work includes:

- Replacing the CO2 valves for each compartment to pneumatic time delayed valves
- Adding pneumatic sirens, bypass valves, and appropriate signage on all CO2 protected compartments
- Replacing/upgrading the alarm panel on each unit to support new and current valves for each compartment
- Install any and all electrical and controls cabling to allow DCS communication to new panel
- Install piping and fittings to incorporate the generator collector compartment on the low-pressure tank system for all units (currently protected by high pressure cylinders)
- Modify the CO2 tank headers to add additional zone for collector cab on units B51 and K37
- Add double block and bleed valve configurations to match existing for the newly installed zone for generator collector cab on units B51 and K37

**JEA IFB/RFP/State/City/GSA#:** 1410512646  
**Purchasing Agent:** Lovgren, Rodney  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
MILTON J. WOOD FIRE PROTECTION, INC.	Josh Roman	jroman@mjwood.com	3805 Faye Road, Jacksonville, FL 32226	904-353-5527	\$878,625.00

**Amount for entire term of Contract/PO:** \$878,625.00

**Award Amount for remainder of this FY:** \$803,625

**Length of Contract/PO Term:** Project Completion

**Begin Date (mm/dd/yyyy):** 02/02/2022

**End Date (mm/dd/yyyy):** Project Completion (Estimated - 02/02/2023)

**JSEB Requirement:** N/A – Optional

**Comments on JSEB Requirements:**

**PROPOSERS:**

Name	Total Bid Price
MILTON J. WOOD FIRE PROTECTION, INC.	\$878,625.00
ORR PROTECTION SYSTEMS, INC.	\$1,004,510.28

**Background/Recommendations:**

Advertised on 12/07/2021. Four (4) prime companies attended the optional pre-bid meeting held on 12/14/2021. At bid opening on 01/19/2022, JEA received two (2) Bids. JEA contacted the other prospective Bidders, which cited the timeline of the first outage, overall workload and complexity of the project (the need for electrical, controls, panel installation and mechanical) as reasons for not bidding. The companies were evaluated on price only. Milton J. Wood Fire Protection, Inc. is the lowest priced, responsive and responsible Bidder. A copy of the bid is attached as backup.

The award amount is approximately 9% less than the budget estimate which is deemed reasonable.

1410523446 – Request approval to award a contract to Milton J. Wood Fire Protection, Inc. for BBGS and KGS CO2 Fire Protection System Upgrades in the amount of \$878,625.00, subject to the availability of lawfully appropriated funds.

**Manager:** Akrayi, Jamil – Mgr Project Management

**Director:** Limbaugh, Margaret – Director Energy Project Management

**VP:** Erixton, Ricky D. - VP Electric Systems

**APPROVALS:**

Stephens Datz 1/27/22

**Chairman, Awards Committee** **Date**

Laure A Whitmer 1/28/22

**Budget Representative** **Date**



# Formal Bid and Award System

Award #10    May 26, 2022

**Type of Award Request:** SINGLE SOURCE  
**Requestor Name:** Ralph, Mark A.  
**Requestor Phone:** (904) 665-6454  
**Project Title:** Peak Shaving Storage Tank Relocation  
**Project Number:** 8006811  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$660,000.00

**Scope of Work:**

This project consists of disassembling the existing Aquastore bolted steel tank located at the Twin Creeks Wastewater Booster Pump Station (BPS) and reinstalling it at the Mandarin Wastewater Treatment Facility (WTF). The tank will be used as a temporary sludge holding tank during repairs of the existing concrete sludge holding tanks.

The waste sludge holding and thickened sludge holding tanks at Mandarin WTF, after 20+ years of service life, show signs of deterioration and discoloration at the top of the tank walls and various locations on the exterior walls. Concrete surfaces have eroded, aggregate is exposed and in some locations tank rebar is exposed. The tank interior liners are failing and need replacement. The existing seal between the aluminum top and the tank walls has deteriorated and other components of the roof dome need rehabilitation to extend the tank life expectation and eliminate further deterioration.

**JEA IFB/RFP/State/City/GSA#:** Single Source  
**Purchasing Agent:** David King  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
FLORIDA AQUASTORE AND UTILITY CONSTRUCTION, INC.	Peter Boccagna	peter@florida-aquastore.com	4722 NW Boca Raton Blvd., Suite C-102 Boca Raton, FL 33431	(561) 926-2008	\$655,395.00

**Amount for entire term of Contract/PO:** \$655,395.00  
**Award Amount for remainder of this FY:** \$260,000.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date:** 05/30/2022  
**End Date:** Project Completion (Expected: December 2022)  
**JSEB Requirement:** N/A - Single Source

**Background/Recommendations:**

This project consists of disassembling the existing Aquastore bolted steel tank located at the Twin Creeks Wastewater BPS and reinstalling it at the Mandarin WTF. A concrete foundation pad will be constructed, and additional tank vents will be installed as well.

The existing Aquastore tank at Twin Creeks Wastewater BPS is no longer needed and was planned to be demolished and disposed. Instead, the tank will be relocated to the Mandarin WTF, where it will be used for wastewater storage. Aquastore is the original equipment manufacturer of this tank and has a unique bolted technology and specialized jacking system to quickly disassemble and re-install the tank.

The tank relocation costs are deemed reasonable based on previous similar projects. Several other options were reviewed before this option was selected. These included leasing a centrifuge, leasing a temporary tank, and purchasing a new tank. For comparison, the cost of a new tank would have been at least \$825,000.00, in addition, to the internal engineering and procurement time and costs. Additionally, if the other options were chosen, JEA would still incur the costs to demolish and dispose of the existing tank at Twin Creeks Wastewater BPS. After reviewing all of the options listed, it was determined that relocating the existing tank was the most cost effective option, given that it was surplus at Twin Creeks Wastewater BPS.

Request approval to award a contract to Florida Aquastore and Utility Construction, Inc. to disassemble the sludge holding tank and re-assemble it at the Mandarin WTF in the amount of \$655,395.00, subject to the availability of lawfully appropriated funds.

**Manager:** Doherty, Peter F. - Mgr W/WW Project Management  
**Director:** Conner, Sean M. - Dir W/WW Project Engineering & Construction  
**VP:** Vu, Hai X. - VP Water Wastewater Systems

**APPROVALS:**

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**Chairman, Awards Committee** **Date**

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**Budget Representative** **Date**

## JEA – Mandarin WWTP

### Aquastore Glass-Fused-To-Steel Tank Relocation



February 7th, 2022

**REVISED**

Contract for: **JEA**  
21 W. Church St  
Jacksonville, FL 32202

Att: Mark A. Ralph  
Office: (904) 665-6000  
Email: [ralpha@jea.com](mailto:ralpha@jea.com)

Contract No.: PB21-0927-**04R**

**Revision**

**Date:** April 29th, 2022

**Location:** 10828 Hampton Road  
Jacksonville, FL 32257

Prepared by:

**Peter Boccagna**  
Florida Aquastore & Utility  
Construction, Inc.  
4722 NW Boca Raton Blvd., Suite C102  
Boca Raton, FL 33431  
Phone: (561) 926-2008  
Email: [peter@florida-aquastore.com](mailto:peter@florida-aquastore.com)



Revision Date  
April 29th, 2022

**JEA**

21 W. Church St  
Jacksonville, FL 32202

Att: Mark A. Ralph  
Phone: (904) 665-6000  
Email: [ralpha@jea.com](mailto:ralpha@jea.com)

**Subject:** Take down and rebuild one (1) Aquastore Glass-Fused-To-Steel Tank. Existing tank is currently located at the Twin Creeks facility and will be disassembled, moved and re-erected at the Mandarin WWTP.

Dear Mark:

The Aquastore bolted technology combined with our specialized jacking system enables the tank to be built very quickly without dangerous scaffolding or expensive crane time. The corrosion resistant glass-fused-to-steel interior and exterior surface will eliminate the need for costly sandblasting and repainting which will significantly reduce Buyer's lifetime maintenance cost. Our factory trained and certified building crew will ensure the strict quality control measures in the factory are carried out in the field. With over 1500 installations in 32 countries spanning 35 years, Florida Aquastore offers unmatched experience and expertise to guarantee your project is a success.

When comparing the Aquastore glass-fused-to-steel tank to other technologies, the Aquastore advantage becomes clear:

- **More Cost Effective** than concrete and welded carbon steel,
- **Superior Coating** – In our ISO 9001 state of the art factory, the steel sheets are cleaned, shot blasted for proper profile, and sprayed with 3 coats of liquid glass and baked at 1500 degrees F to create a permanent chemical and molecular bond between the glass and steel. With an average thickness of 14 mils, strong titanium dioxide enriched glass, the Aquastore tank provides the most advanced, long lasting coating available in the liquid storage industry.
- **Lower maintenance cost** – A concrete or welded steel tank will need to be sandblasted and repainted every 8-10 years in the coastal Caribbean environment. The Aquastore tank will NEVER need to be repainted thus significantly reducing ownership cost.
- **Faster installation time** – bolted technology can be constructed in 1/3 time of alternate technologies.

**FLORIDA AQUASTORE**

4722 NW Boca Raton Boulevard, Suite C-102, Boca Raton, FL 33431  
Phone: (561) 994-2400 Fax: (561) 994-2444 [www.florida-aquastore.com](http://www.florida-aquastore.com)



- **Guaranteed quality** – our tank and dome panels prepared in a controlled factory environment under strict quality control. Florida Aquastore installs the tanks with factory trained and certified builders to ensure quality is carried out in field. Field coated tanks are subject to environmental and workmanship variables.
- **Structurally Embedded Foundation** – Florida Aquastore utilizes a two-pour system with a structurally embedded 19” base ring. Half of the base ring is embedded into the concrete foundation. This is the most structurally sound method of securing the tank to the concrete base.
- **Experience you can trust** – Florida Aquastore offers single source responsibility supplying tank and dome, concrete foundation, installation, start up and extended warranties. With over 35 years’ experience,

Please visit our website at [www.florida-aquastore.com](http://www.florida-aquastore.com) or [www.aquastore.com](http://www.aquastore.com) for more information on the Aquastore bolted tank system. Thank you for your time and consideration.

Submitted by:

Peter Boccagna  
Florida Aquastore  
(561) 926-2008

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## Equipment Proposal and Contract Agreement

Buyer's signing and Florida Aquastore & Utility Construction, Inc.'s written acceptance of this contract, including attached GENERAL TERMS AND CONDITIONS, will constitute a contract between us.

**SCOPE OF SUPPLY:** This proposal is for the take down (disassembly) of an existing Aquastore glass-fused-to-steel tank, moving it to another location and re-erecting it as the following:

Model: To be re-erected as a 62' dia. x 19' sidewall ht.  
Color: Exterior: **Cobalt Blue** Glass-Fused-To-Steel  
Usable Capacity: 333,000 gallons at 15' liquid depth.  
Dome: Existing aluminum geodesic free-span dome.

Relocated Tank will meet the following parameters:

Specific Gravity: 1.05  
Liquid PH Range: 5-10  
Tank Designed in Accordance with: AISC  
Risk Category/Importance Category: III (High)  
Seismic Design: Seismic Design: IBC 2018 / 2021  
Seismic Site Class: D  
Address of Installation Site: 10828 Hampton Road, Jacksonville, Florida  
Building Code: IBC 2018 w/ ASCE 7-16  
(Ss): 0.098  
(S1): 0.052  
Seismic TL: 8  
Seismic Ie (importance Factor): 1.25  
Wind Default: Wind Default: IBC 2018/2021/ASCE7-16 **FBC 2020**  
Wind Speed: 136 (MPH)  
Exposure Value: C

**NOTE:** As tank specifications were not provided, the above design parameters are assumed. It is Buyer's responsibility to ensure the design parameters meet local building codes & site conditions.

The existing Aquastore tank will be disassembled and re-erected to include the following items:

- A. One (1) Aquastore tank Re-Build Kit to include new hardware and sealer.

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- B. One (1) Tank Take down & re-erection to include special Jacking Equipment, certified Factory Tank Builder, and six to eight (4-6) man installation crew.  
Note: Existing Tank Concrete foundation & embedded starter ring demo By Others.
- C. One (1) Aluminum rebuilt kit to include all new fasteners & sealer. Including mini louver air intake capable of 2400 cfm
- D. We include the removal and disassembly of the existing free span, self-supporting **geodesic aluminum dome** and reassembly onto the relocated tank.
- E. We will remove all existing nozzles & patch holes.
- F. Existing tank accessories (access ladder, safety cage, sidewall manway, etc.) **will be reused.**
- G. One (1) NEW 19" short starter foundation ring kit with leveling plates, seal strips and anchor bolts.  
Note:
- H. One (1) **concrete foundation** per the attached drawing to include **all** concrete and steel rebar materials, labor, structural design based on soils **report provided** with Florida PE stamp. (SHOWN AS AN **ADDER.**)
- I. Twenty-four (21) new cathodic protection (CP) Zinc sacrificial anodes. The design was based on the water characteristics provided on 7/27/21. (SHOWN AS AN **ADDER.**)
- J. Start-up and disinfection **by Buyer/Contractor.**
- K. **Power:** Florida Aquastore will bring their own generator and not require power from customer.
- L. Florida PE Stamped submittals are included (for FBC 2020.)
- M. One (1) 8" Internal DI Overflow pipe including pipe brackets, internal aluminum pipe support brackets, base 90 elbow and exterior Hot dipped galvanized nozzle. (SHOWN AS AN **ADDER.**)
- N. One (1) 6" Concrete encased DI drainpipe including 4' diameter x 3" deep concrete dish sump to end on 6" MJ plug valve with valve box. (SHOWN AS AN **ADDER.**)
- O. One (1) 10" Double HDG Nozzle including two exterior pipe support brackets for Temporary Was Line. (SHOWN AS AN **ADDER.**)  
Note: Piping, fitting, base support and valves by others. (SHOWN AS AN **ADDER.**)
- P. One (1) 8" Double HDG Nozzle including two exterior pipe support brackets for Temporary Clarifier Scum Line. (SHOWN AS AN **ADDER.**)  
Note: Piping, fitting, base support and valves by others. (SHOWN AS AN **ADDER.**)
- Q. One (1) 8" Double HDG Nozzle including two exterior pipe support brackets for Temporary Aerator Scum Line. (SHOWN AS AN **ADDER.**)  
Note: Piping, fitting, base support and valves by others.
- R. One (1) 6" Double HDG Nozzle including two exterior pipe support brackets for Temporary Recirculation Line. (SHOWN AS AN **ADDER.**)  
Note: Piping, fitting, base support and valves by others.
- S. One (1) 8" One HDG nozzles exterior nozzle with internal turn down 90 with anti-vortex breaker for By-Pass Pump #1. (SHOWN AS AN **ADDER.**)  
Note: Piping, fitting, base support and valves by others.
- T. One (1) 8" One HDG nozzles exterior nozzle with internal turn down 90 with anti-vortex breaker for By-Pass Pump #2. (SHOWN AS AN **ADDER.**)

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Note: Piping, fitting, base support and valves by others.

- U. One (1) 4" exterior HDG Thickened Sludge Nozzle. (SHOWN AS AN **ADDER.**)

Note: Piping, fitting, base support and valves by others.

- V. One (1) 4" exterior HDG Recirculation Nozzle. (SHOWN AS AN **ADDER.**)

Note: Piping, fitting, base support and valves by others.

View highlights on attached drawings for additional clarification on scope of pipe.

**NOTE:** The mastic sealer used for tank installation has a shelf life of 8-10 months. Buyer to notify Florida Aquastore **PRIOR TO TANK MATERIAL SHIPMENT** if installation of tank will be delayed beyond the sealer shelf life. Replacement of sealer (if needed) due to delayed installation will be to the account of the buyer.

**NOTE:** To facilitate work, the tank must be drained & cleaned out by the Purchaser prior to the arrival of our personnel. The tank floor and wall must be sufficiently clean to allow work (no accumulated sediment). No standing water, sediment, or sludge shall remain on the tank floor upon arrival of FA personnel.

**NOTE:** The tank originally was constructed with a sacrificial anode cathodic protection system consisting of sacrificial anodes. We are providing replacement anodes as part of this proposal. In order to make a recommendation for the appropriate quantity and material type, the Purchaser must provide a water quality analysis for the water as stored in the tank to include specific gravity, temperature range, conductivity or resistivity, pH range, a description of any submerged metals connected to the tank wall, and the conductivity range. The cost per Anode if installed while performing the works is \$600/Anode.

### **SUBMITTAL DRAWINGS**

Shop drawing submittals are intended to be general arrangement type drawings, including engineering calculations (if required) and are not intended to be detailed fabrication type drawings. These drawings will be made available to the Engineer within three (3) weeks after receipt of an acceptable Contract.

### **QUALITY**

Installation service offered in this Proposal will be performed by trained personnel regularly engaged in the installation of bolted steel tanks.

### **FREIGHT**

Freight for new materials to new site **by Florida Aquastore.**

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### **DELIVERY**

It is estimated that fabrication of any required new tank & dome components can be completed **18-23** weeks after receipt of the Engineer's/Buyer's approved submittal drawings or after waiver of approved shop drawings. If time is of the essence, we will work with you to expedite your delivery schedule.

### **INSTALLATION TIME**

Estimated time is based on a Florida Aquastore certified building crew. Construction time may vary if construction of foundation and/or tank is by Buyer.

Site Prep & Demo Work	15- 20 Working Days
Construction of footer and slab:	15 - 20 Working Days
Tank disassembly:	10 – 15 Working days
Tank Relocation:	2- 4 Working Days
Re-Erection of Tank and Dome:	20 - 25 working days
Piping Installation:	5 – 10 Working days

### **FURNISHED BY BUYER**

1. Soil study and certification of proper soil bearing capacity. (Already provided.)
2. Environmental/Building/Work permits, if required.
3. PE stamped As-Built drawings are not included in scope.
4. **Water with temporary piping & pump (if needed) for flooding slab after concrete is poured (typically 3” depth), water for hydraulic testing, filling or refilling.**
5. Site security.
6. Removal and relocation of any utilities whether above ground or below.
7. Any and all instrumentation and controls.
8. Lightning protection, if required.
9. Sales tax on materials only.
10. Inlet and outlet pipe connections to Florida Aquastore supplied nozzles.
11. Builders Risk on all peril insurance (see item 6 in General Terms section).
12. Internal MIXER is by buyer.  
Note: Mixer to be supported solely from concrete foundation. No railing or crane to be installed.
13. If concrete foundation is not constructed by Florida Aquastore, then Buyer assumes liability for the final structural design, quality of the concrete, placement of the rebar and concrete, and any warranty claims associated with foundation and curb. *See item 20 in General Terms and Conditions.*
14. The quote is for non-union installation labor with no restrictive work rules. It is Buyer's responsibility to notify FA of prevailing wage or Davis-Bacon requirements prior to bid.

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**PAYMENT TERMS:** This contract stands on its own and is not subject to contractual conditions noted elsewhere.

**100% Progress Payments.**

Note: Florida Aquastore will invoice once a month on predetermined date for work already completed based on an agreed upon schedule of values.

Customer will not hold retention on payments.

**This proposal does not include retention on payments. No retention shall be withheld from progress payments. Late payments subject to 1.5% interest per month.**

**NOTE:** It is Florida Aquastore customary practice and procedure to exercise our statutory lien rights and payment bond claim rights on all projects. Florida Aquastore will follow the lien law (private project) or payment bond law (public project) schedules for notice to Buyer/surety and for the timely filing of notice of non-payment and mechanics lien when non-payment of invoices occur.

**Global Supply Chain Disruption Clause**

*If, during the performance of this contract, the price of an input (steel, aluminum, freight) significantly increases, the price listed below shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in input price exceeding 5% experienced by contractor from the date of the contract signing thru **delivery of material to job site**. Such price increases shall be documented through quotes, invoices, or receipts. Where the delivery of tank or dome material is delayed, through no fault of contractor, as a result of the global supply chain shortage or unavailability of an input, contractor shall not be liable for any additional costs or damages associated with such delay(s).*



**PRICE**

Take down, relocate/reconstruct one (1) existing Aquastore Tank Model 6224CFWT. Rebuild as a Model 6219 CWFT Aquastore Tank System: **\$292,107**

**ADDERS:**

**1) If Tank Foundation is by Florida Aquastore:**

16" Slab on Grade w/#4 9" on center each way w/6 #4 circumferential bars w/#4 radial bars and 198 #4 tie bars 3,346 Sq. Ft. 14" Second Slab w/#4 9" on center each way w/2 #8 circumferential curb bars. **Add + \$170,375**

This price includes PE Stamped foundation design by our structural engineer based on the customer's geotechnical report.

**2) If Site Preparation is by Florida Aquastore:**

Remove and Disposal of 1170 yards of existing waste soil (4' below existing grade and 10' outside of tank foundation) Supply and Install new structural fill dirt to replace existing removed soil. Dewatering services of work area for duration of project. Material and Site Testing of soils and concrete. **Add + \$113,655**

**3) If Piping & Nozzles are by Florida Aquastore:**

Materials, labor & equipment to install piping as shown highlighted on the attached drawing and spreadsheet. **Add + \$46,658**

**3) Adder for twenty-one (21) Cathodic Protection anodes:**

Materials, labor & equipment to install piping as shown highlighted on the attached drawing and spreadsheet. **Add + \$12,600**

**4)- Adder for Loading & Offloading by Florida Aquastore:**

**Add + \$20,000**

**TOTAL FOR TANK RELOCATION INCLUDING ALL ADDERS ABOVE: \$655,395**

Bonds are not included, if required add 3% to total contract amount. Prices do not include any fees, permits, or applicable taxes.

Delivery must occur within 16 weeks from the order date. Noncompliance to the delivery time will result in a price review. A signature below by both parties constitutes an executed binding contract between the Buyer and Florida Aquastore & Utility Construction, Inc. Please review the proposal/contract carefully to ensure all the accessories, tank sizes, volumes, terms are acceptable. Florida Aquastore will manufacture, ship, and install the equipment listed in this document unless exceptions or additions are made in writing and signed off on.



Accepted by:

Acknowledged by:

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Florida Aquastore Officer

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## GENERAL TERMS AND CONDITIONS

1. Equipment location and staking, including piping orientation, influent and effluent location is the responsibility of the Buyer and/or his engineer.
2. The elevation of equipment above or below grade must be determined by the Buyer and/or his engineer and entered upon the approved drawings. Buyer is responsible for establishing a benchmark at site for Florida Aquastore's (F.A.) erection crew.
3. Prior to starting erection, any obstruction in the work area, such as excavations, overhead lines, fences, trees, shrubbery, etc., shall be removed by and at the expense of the Buyer, unless specifically included in F.A. scope of work. The Buyer shall keep the site properly drained and free from surface water during erection, and until the work has been completed and accepted. The site and site access shall be capable of supporting a crane up to and including a 50 ton capacity and other erection equipment. Any fill or dewatering necessary to accomplish the above, or additional costs of oversized or special equipment required due to poor site conditions, will be the responsibility of the Buyer. Site leveling, grading, etc. after erection shall be the responsibility of the Buyer. F.A. shall be responsible for site cleanup and removal of trash, scrap materials, etc. left from F.A. erection work.
4. Buyer agrees to provide site access and site working area capable of supporting the delivery trucks (70,000 to 75,000 pounds gross weight.) Buyer agrees to maintain site access and working area, daily if required, to allow F.A. erection crew to perform work during all weather conditions. Should F.A. have to stop or delay work due to Buyer's failure to prepare or maintain site or access to site, Buyer agrees to compensate Florida Aquastore for costs incurred. Buyer further agrees that Florida Aquastore shall be indemnified and held harmless from all loss or damages resulting from delays of job progress that are directly or indirectly a result of Buyer's responsibility.
5. Florida Aquastore's erection personnel are non-union, and all work will be done by non-union personnel. In case of interference in erection work due to labor problems by persons not employed by F.A. or the imposition of requirements concerning labor, working conditions wage rates, etc., which were not clearly defined prior to F.A.'s acceptance of the erection job, F.A. shall have the right to stop work without prejudice or resolve. If additional costs are incurred by F.A. due to such conflict, the Buyer hereby agrees to reimburse F.A. for the additional costs incurred.

### 6. INSURANCE

During the period of erection of the equipment contemplated herein, F.A. will maintain Insurance per our certificate of insurance as follows.:

- a. Worker's Compensation and Employer's Liability - \$1,000,000
- b. General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate
- c. Automobile Liability - \$1,000,000
- d. FONDO - Puerto Rico's Workers' Comp Insurance - For Puerto Rico Projects only

The Buyer/Owner shall be liable for providing Builder's Risk Insurance and/or All Peril Insurance to protect contractor from any and all occurrences beyond the scope of their work. Coverage shall include but not be limited to fire, theft, vandalism, wind, flooding, hurricanes, earthquakes, etc. or any and all other acts of god not specifically described above. Buyer/Owner agrees to reimburse Florida Aquastore for any and all costs not covered by All Peril or Builder's Risk Insurance.

### 7. UNLOADING OF EQUIPMENT

Unless specifically noted in proposal, Buyer is responsible for unloading of equipment, which is to be erected by F.A. within 20' of the tank site, and for unloading any equipment.

### 8. BUYER ACCEPTANCE OF ERECTED EQUIPMENT

When erection of the equipment nears completion, F.A. shall give Buyer seventy-two (72) hours verbal notice that the equipment shall be ready for inspection and acceptance. Buyer agrees to provide, on seventy-two (72) hours notice, an authorized agent to meet at the site with F.A. erection personnel, to inspect the erected equipment and accept same for/on behalf of the Buyer. Any back ordered items not installed at the time shall be identified on the Tank Completion Report with the written understanding that F.A. is responsible for installing the subject equipment. Back ordered items shall be received by the Buyer and stored until the F.A. installation is scheduled.

### 9. PREPARATION FOR STARTUP OF ERECTED EQUIPMENT

Upon completion of erection, F.A. shall inform the Buyer that the erected tank or equipment is ready to be placed in service. The Buyer shall make all preparation for which he is responsible, such as: influent and effluent connections, installation of the required electrical power and supply and circuitry, filling tanks with clean water for testing and startup, etc. If any deficiencies in materials or workmanship by F.A. are discovered by the Buyer while performing this work, the Buyer shall immediately notify F.A. so that corrective action can be taken.

### 10. SECURITY AND PROTECTION OF EQUIPMENT

Buyer is responsible for security of tank and equipment stored on his site after delivery, and for any back ordered material delivered to Buyer after departure of F.A. erection crews. F.A. shall not be responsible for deterioration, theft, vandalism or damage to tank or equipment, which is stored on site or left inoperative after installation due to delays in startup. Buyer agrees to be responsible for security and proper storage of such tank/equipment to prevent damage or corrosion.

### 11. BACKCHARGES

Florida Aquastore will accept no backcharges for any reason which have not been approved, prior to any work being performed, in writing by an officer of the company. Buyer agrees to contact F.A. and receive written authorization prior to incurring any costs related to backcharges.

### 12. LICENSES AND PERMITS

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Unless specifically stated in F.A.'s erection proposal, F.A. is not responsible for licenses, permits or fees required to perform the work defined in the proposal.

**13.** Buyer intends that the machinery and equipment made the subject of this contract shall at all times be and remain personally, which is severable from Buyer's premises. Buyer hereby grants to Seller a security interest in the product purchased herein, together with all parts, accessories, attachments, additions, and replacements, now or hereafter installed in, affixed to or used in conjunction with said product. Seller shall have all the rights and remedies of the secured party under the Uniform Commercial Code. The security interest of Seller will terminate upon payment in full by Buyer. In the event Buyer finances this purchase through someone other than Buyer, Buyer agrees to assign the security interest to such financing agency upon receipt by Seller of payment in full.

**14.** The price quoted herein is subject to revision by F.A. at the time of invoicing if shipment takes place more than twenty-six (26) weeks after the date of acceptance of the order by F.A. The revision shall be based upon increases in actual material costs to F.A. during the period from acceptance of order to date of shipment.

**15.** Should concealed or unknown conditions in an existing structure be at variance with conditions indicated in the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract, the encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim made by F.A.

**16.** F.A. reserves the right to make claim in seek remedy for any and all extra work resulting from errors, omissions, or inaccuracies either written or verbal. No waivers shall be given in this regard. In the event another contract form, other than this original, is awarded for the above described work, F.A. will not assume any undue liability either by indemnification or deficiency of the Contractor, Subcontractor or Buyer. F.A. will be only responsible for its own work or the work of its subcontractors and not for errors, omissions or inaccuracies by the Architect/Engineer or Buyer.

#### **17. ATTORNEY'S FEES**

Should either party employ an attorney to institute suit or demand arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising under this Agreement, or to collect damages for the breach of the Agreement or to recover on a surety bond given by a party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges, and expenses expended or incurred therein. All legal actions and claims shall be made in Palm Beach, Florida.

#### **18. TIME DELAYS/CUSTOMS DELAYS**

In the event F.A. experiences time delays due to weather, labor strikes, customs/immigration clearance delays, airline or other travel delays/cancellations, production, delays or any other actions beyond the control of F.A., then an immediate extension of the contract completion date shall be due to cover the period of delay. Any time representations reflected in this proposal are based on prior experience estimates and may fluctuate due to conditions outside the control of F.A.

#### **19. CANCELLATIONS**

Should Buyer cancel the customized engineered order AFTER the equipment has been released to production the buyer will forfeit pre-payments made to date and be responsible to pay for full material portion of contract which equates to 80% of contract value. Should buyer fail to meet payment obligations in a timely manner, Buyer will be deemed in breach of this contract. Florida Aquastore reserves the right to Terminate contract due to breach of contract by Owner. It is agreed by both parties that should a breach of contract by the Buyer result in contract Termination, Florida Aquastore shall be entitled to expenses and costs incurred to date as well as lost overhead and profit on remaining contract value.

#### **20. EMBEDDED CONCRETE FOUNDATION BY OTHERS**

The concrete foundation is considered to be an integral element of the tank assembly. Installation of the foundation by any party other than the Aquastore Authorized Dealer is done at the risk of said party. Buyer electing to construct foundation themselves will be entirely **LIABLE** and responsible for final foundation design, soil investigation, soil improvements, foundation construction, and warranty claims. To ensure the concrete foundation is constructed to meet minimum requirements to support the tank load, the Buyer agrees to the following:

- a. Construct embedded concrete foundation by a qualified contractor properly licensed and experienced to do the work.
- b. Perform soil analysis by a competent geotechnical engineer,
- c. Abide by recommendations of the geotechnical engineer in terms of soil improvements to meet minimum soil bearing capacity, dewatering, compaction tests, and settlement requirements.
- d. Obtain compaction tests prior to placing rebar,
- e. Use minimum 4,000 psi concrete with mix design in accordance with CST Storage requirements found in submittal drawings,
- f. Maintain strict quality control with concrete mix design to include slump test at job site and collect cylinders for break test.
- g. Ensure bentonite and seal strip are properly installed and adhering to the glass fused steel side wall well below FFE of concrete. Careful measures should be taken not to dislodge bentonite and seal strip or vibrate too close to the strips.
- h. Vibrate and finish the concrete floor to ASTM standards and best practices.
- i. Flood the slab with 3" water and maintain to ensure concrete cures without shrinkage cracks.

#### **21. RETENTION**

Unless specifically stated in the body of this or other signed contract, Buyer agrees to pay final retention within 6 months of Florida Aquastore completing work on site. Should hydraulic testing, tie in, or final completion be held up by others, the final retention payment shall be made to Florida Aquastore within 6 months of FA work stoppage.

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# Formal Bid and Award System

Award #11      May 26, 2022

**Type of Award Request:** CONTRACT RENEWAL & CONTRACT EXTENSION

**Request #:** 1734

**Requestor Name:** Keeler, Jessica

**Requestor Phone:** (904) 665-6403

**Project Title:** Primary Underground Cable for JEA Inventory Stock

**Project Number:** Multiple

**Project Location:** JEA

**Funds:** Inventory Blanket

**Budget Estimate:** \$15,617,388.21

**Scope of Work:**

The purpose of this Agreement is to provide primary underground cable for JEA Inventory stock. It includes 8 items whose primary purpose is to support the distribution of underground power. These items are utilized by the Electric Development Projects department on a regular basis.

**JEA IFB/RFP/State/City/GSA#:** 017-17

**Purchasing Agent:** Bayouth, Eddie

**Is this a ratification?:** No

**RECOMMENDED AWARDEE(S):**

Name	Vendor Contact	Email	Address	Phone	Amount
GRESKO SUPPLY, INC.	Christopher Therien	<a href="mailto:Christopher.Therien@gresco.com">Christopher.Therien@gresco.com</a>	6421 CR 219, Wildwood, FL 34785	352-446-7536	\$15,617,388.21

**Amount of Original Award:** \$18,708,988.86

**Date of Original Award:** 02/16/2017

**Contract Increase Amount:** \$15,617,388.21

**New Not-To-Exceed Amount:** \$34,326,37.07

**Length of Contract/PO Term:** Five (5) Years w/ One (1) – 1 Yr. Renewal

**Begin Date (mm/dd/yyyy):** 06/30/2017

**End Date (mm/dd/yyyy):** 06/29/2024

**Renewal Options:** None Remaining

**JSEB Requirement:** N/A – No JSEBs available

**Background/Recommendations:**

Originally bid and approved by the Awards Committee on 02/16/2017 to Gresco Supply, Inc. in the amount of \$18,708,988.86. Documents are attached for reference.

This request is to exercise the renewal for this contract, and a one year extension, which includes additional funding in the amount of \$15,617,388.21 along with the balance of the existing NTE to cover the \$19,014,650.38 of forecasted requirements through June 29, 2024. Gresco Supply, Inc., the distributor, has agreed to renew this contract for an additional two (2) years. By maintaining these items under a contract, JEA is guaranteed manufacturing slots by Prysmian, the manufacturer of the wire and cable. Gresco Supply, Inc. has also committed to maintain protected inventory on hand for the highest moving items, ensuring facilitating shortened lead-times and improved the availability of the underground cable along with reducing the need to hold as much Inventory for JEA. We have seen lead-times extend on spot buy wire and cable to approximately fifty two (52) weeks, so maintaining the current vendor with a slotting program is critical to ensure JEA has a reliable supplier during the supply chain disruptions, as slot program lead-times are approximately twenty four (24) to thirty (30) weeks. Changing vendors at this time is not in the best interest of JEA, and these additional two years will align the primary cable bid with the secondary cable contract, so we can rebid all cable at that time.

There are a few notable changes to the terms which Gresco has proposed:

- Index adjustments monthly instead of quarterly
- Upwards adjustment to the base pricing from which index adjustments will be made
- Removal of three (3) of the eight (8) items found on the agreement due to inefficient manufacturing due to low volume needs of JEA. These will be handled on a spot buy basis as needs arise.

Throughout the term of the agreement, JEA has seen cost increases on the unit cost due to commodity price increases which are adjusted quarterly based on copper and aluminum prices indexes and are capped at these index increases. These item costs increases have amounted to approximately sixty three percent (63%) on average over the five (5) year term. Lastly, JEA is additionally expected to see a one time jump in costs as part of this renewal as indicated above; this is estimated to be a thirty percent (30%), or \$4,384,469.50 increase, which is attributed to increases in costs for transportation, labor, wood reels, and other ancillary costs which are fixed in our costs model contractually. JEA has reviewed the market, and believes the negotiated increases are still lower than a rebid and deems the changes reasonable.

JEA is also seeing significant increases in the demand for underground cable with projections for the next two years being 67% higher than previous annual consumptions. This is primarily attributed to construction of new developments around Jacksonville. These future need forecasts were determined based on JEA operational needs and budget availability. The attached spreadsheet shows the requirements for the remainder of the contract.

Request approval to award a contract increase to Gresco Supply, Inc. for Primary Underground Cable for JEA Inventory Stock in the amount of \$15,617,388.21, for a new total not-to-exceed amount of \$34,326,377.07, subject to the availability of lawfully appropriated funds.

<b>Manager:</b>	Pearson, Kenny – Procurement Category Manager
<b>Director:</b>	McCollum, Jenny – Director, Procurement Services
<b>VP:</b>	McElroy, Alan. – VP Supply Chain & Operations Support

**APPROVALS:**

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**Chairman, Awards Committee**

**Date**

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**Budget Representative**

**Date**

Warehouse	JEA Item ID	Item Description	UOM	Min	Max
CSC Stores	CAICL001	CABLE, 1/0, 28 KV, SINGLE CONDUCTOR, AL. CROSS-LINKED POLYETHYLENE POWER CONCENTRIC NEUTRAL "URD" 5,000 FT. MINIMUM PER REEL. (SHIP TO: 2325 EMERSON ST., JAX., FL 32207)	FT	150,000	300,000
CSC Stores	CAICL002	CABLE, 1/0, 28 KV, THREE CONDUCTOR, AL., CROSS-LINKED POLYETHYLENE POWER CONCENTRIC NEUTRAL"URD" NO EYES, 1,500 FEET MINIMUM PER REEL. (SHIP TO: 2325 EMERSON ST., JAX., FL 32207)	FT	52,000	110,000
CSC Stores	CAICL011	CABLE, 1000 KCM, 28 KV, SINGLE CONDUCTOR AL., CROSS-LINKED POLYETHYLENE POWER SHIELDED, NO EYES, 1,000 FEET MINIMUM PER REEL. (SHIP TO: 2325 EMERSON ST., JAX., FL 32207)	FT	45,000	54,000
CSC Stores	CAICL013	CABLE, 750 KCM, 15 KV, SINGLE CONDUCTOR, CU., CROSS-LINKED POLYETHYLENE POWER SHIELDED, NO EYES 1000' MINIMUM REEL LENGTHS (SHIP TO: 2325 EMERSON ST., JAX., FL 32207) MUST SHIP ON OPEN FLATBED TRUCK	FT	35,000	35,000
CSC Stores	CAIRH004	CABLE, 2/0, 19 STRAND, RHH OR RHW-2 OR USE-2, COPPER, NON-RETURNABLE WOODEN REELS, NO PULLING EYES, 1000' REEL LENGTH MARKED, REEL TYPE NR24.18 = 24" FLANGE DIAMETER, 18" TRAVERSE (SPEC. REQ.)	FT	2,000	4,000
CSC Stores	CAIRH005	CABLE, 4/0, 19 STRAND, RHH OR RHW-2 OR USE-2, COPPER, NON-RETURNABLE WOODEN REELS, NO PULLING EYES, 1000' REEL LENGTH MARKED, WITH FOOTAGE MARKINGS, REEL TYPE NR27.18 = 27" FLANGE DIAMETER, 18" TRAVERSE (SPEC. REQ.)	FT	15,000	25,000
CSC Stores	CAIRH007	CABLE, 500 KCM, 37 STRAND, RHH OR RHW-2 OR USE-2, COPPER, NON-RETURNABLE WOODEN REELS, NO PULLING EYES, 1000' REEL LENGTH MARKED, WITH FOOTAGE MARKINGS, REEL TYPE NR32.24 = 32" FLANGE DIAMETER, 24" TRAVERSE (SPEC. REQ.)	FT	3,000	5,000
CSC Stores	CAIRH008	CABLE, 500 KCM, 37 STRAND, 3 - 1/C PARALLELED, COPPER, NO PULLING EYES NON-RETURNABLE WOODEN REELS, 1000' REEL LENGTH MARKED, WITH FOOTAGE MARKINGS, REEL TYPE NR80.60 = 80" FLANGE DIAMETER, 60" TRAVERSE (SPECIFICATION REQUIRED)	FT	1,000	2,000

JEA ID #	Adjusted Unit Price	Base Price	(NCP) New Cu Price - Revised	(ICP) Initial Cu Price	Copper Index Change
CAICL001	<b>2.659</b>	2.113	4.7163	2.6420	2.0743
CAICL002	<b>5.931</b>	5.105	4.7163	2.6420	2.0743
CAICL011	<b>7.079</b>	5.514	4.7163	2.6420	2.0743
CAICL013	<b>18.739</b>	12.730	4.7163	2.6420	2.0743
CAIRH004	<b>2.867</b>	2.023	4.7163	2.6420	2.0743
CAIRH005	<b>4.116</b>	2.774	4.7163	2.6420	2.0743

CAIRH007	<b>9.472</b>	6.313	4.7163	2.6420	2.0743
CAIRH008	<b>28.453</b>	18.976	4.7163	2.6420	2.0743
CAIRH010	<b>1.393</b>	1.132	4.7163	2.6420	2.0743

CU	1st position	471.630	4.7163	AL	ME Sett
					MW US Trans

\*\*numbers from weekly average ending 03/25/21

On Hand Quantity	Unit Cost	On hand value	Lead Time	User Item Type	Fixed Lot Multiplier	24 Month Usage	Storm Stock	Unit Price/ft
238500	\$2.14	\$510,390.00	350	JEA UNDERGROUND DISTRIBUTION	5000	1,825,000		\$ 2.659
34659	\$5.27	\$182,652.93	84	JEA UNDERGROUND DISTRIBUTION	1500	673,500	4,500	\$ 5.931
156098	\$5.49	\$856,978.02	84	JEA UNDERGROUND DISTRIBUTION	1000	323,000	4,000	\$ 7.079
24563	\$15.66	\$384,656.58	210	JEA UNDERGROUND DISTRIBUTION	1000	156,000		\$ 18.739
15550	\$1.95	\$30,322.50	24	JEA OVERHEAD DISTRIBUTION	1000	11,000		\$ 2.867
43554	\$3.11	\$135,452.94	90	JEA UNDERGROUND DISTRIBUTION	1000	139,000	2,000	\$ 4.116
9189	\$6.53	\$60,004.17	38	JEA UNDERGROUND DISTRIBUTION	1000	11,000		\$ 9.472
2052	\$34.81	\$71,430.12	59	JEA UNDERGROUND DISTRIBUTION	1000	9,000	1,000	\$ 28.453

**Total \$2,231,887.26**

**Total Increase Amount Adjusted Increase**

**Original Amount New NTE Amount**

(CC) Copper Content lb/ft	CU Price Change per FT	(NAP) New Al Price	(IAP) Initial Al Price - Revised	Alum Index Change	(AC) Alum Content lb/ft	AL Price Change per FT	% Increase
0.209	0.434	#####	0.8712	1.1520	0.098	0.112891	0.2585991
0.235	0.487	#####	0.8712	1.1520	0.294	0.338673	0.1618284
0.236	0.49	#####	0.8712	1.1520	0.934	1.075922	0.2839058
2.897	6.009	#####	0.8712	1.1520	0	0	0.472054
0.407	0.844						0.4173209
0.647	1.342						0.4838039

1.523	3.159							0.5004212
4.569	9.477							0.4994454
0.126	0.261							0.3846723

#####  
 39.940 0.399  
 #####

Extended Price		Unit Price/ft	Extended Price		
\$	4,853,441.20	\$	3.336	\$	6,088,966.20
\$	3,994,618.68	\$	7.866	\$	5,297,841.18
\$	2,286,664.43	\$	9.165	\$	2,960,442.43
\$	2,923,322.55	\$	21.889	\$	3,414,722.55
\$	31,539.64	We are not renewing this item			
\$	572,134.02	\$	9.012	\$	1,252,678.02
\$	104,193.75	We are not renewing this item			
\$	256,081.29	We are not renewing this item			
\$	15,021,995.56				One time increase impact
\$	14,630,180.88	Adjusted Increase	\$ 19,014,650.38	30.0%	\$ 4,384,469.50
\$	17,714,188.86	Original Amount	\$18,708,988.86		
\$	32,736,184.42	New NTE Amount	\$ 37,723,639.24		

Warehouse	Item	UOM	FY19	FY20	FY21	FY22	Past 18	Annual Ave
CSC Stores	CAICL001	FT	636,570	684,123	476,670	339,368	759,118	534,183
CSC Stores	CAICL002	FT	240,099	192,835	148,626	140,442	276,463	180,501
CSC Stores	CAICL011	FT	138,544	130,884	94,933	45,510	131,080	102,468
CSC Stores	CAICL013	FT	30,258	46,612	66,916	9,764	65,078	38,388
CSC Stores	CAIRH004	FT	397	13,111	4,018	268	2,460	4,449
CSC Stores	CAIRH005	FT	51,681	54,124	36,359	23,864	56,085	41,507
CSC Stores	CAIRH007	FT	402	3,442	3,415	1,152	4,517	2,103
CSC Stores	CAIRH008	FT	1,025	1,025	2,650	0	2,650	1,175

Max	Qty w/Safety Stock (20%)	24 Mons	2018 / 10	2018 / 11	2018 / 12	2019 / 01	2019 / 02	2019 / 03
759,118	910,942	1,821,883	55,132	42,145	28,226	74,916	54,792	64,720
276,463	331,756	663,511	28,285	10,420	14,786	11,732	13,979	19,399
131,080	157,296	314,592		3,096	12,522	20,482	12,010	12,914
65,078	78,094	156,187		1,300	300	6,310	6,398	15,950
4,449	5,338	10,676	22	50				
56,085	67,302	134,604	1,064	1,936	4,100	7,570	4,928	5,030
4,517	5,420	10,841	155	20		15	40	50
2,650	3,180	6,360						

2019 / 04	2019 / 05	2019 / 06	2019 / 07	2019 / 08	2019 / 09	2019 / 10	2019 / 11	2019 / 12
78,917	36,457	50,951	69,549	33,372	47,393	42,284	24,599	30,228
36,621	12,931	13,866	28,955	17,621	31,504	24,437	19,002	22,856
35,354	8,358	18,576	15,232			28,322	25,446	22,363
205			70	50		1,000		
11,334	3,985	5,490	5,098	138	1,008	11,878	12,590	6,094
20	50	20	32			20		20
			1,025					

2020 / 01	2020 / 02	2020 / 03	2020 / 04	2020 / 05	2020 / 06	2020 / 07	2020 / 08	2020 / 09
84,031	203,262	41,709	44,691	47,674	47,465	51,729	39,588	26,863
20,742	14,425	8,460	15,996	10,850	12,895	15,905	16,482	10,785
3,096	1,000	34,039		3,056	2,060	4,176	3,160	4,166
6,254	12,204	9,390		1,536	3,000	1,032	3,130	10,066
11,200	896	15						
2,100	1,154	11,180	1,020	3,080	2,050	850	1,018	1,110
1,000	30	15	1,000	20	20	1,225	52	40
							1,025	





2022 / 04	2022 / 05
41,528	43,826
24,320	3,302
1,240	1,000
80	1,000

11b Gresco Primary Underground Cable Contract Renewal Estimate

Original Base Price Conversion											
	Copper Base:	2.6420		Alum Base:	0.8712						
	Current Metals:	4.7163		Current Metals:	2.0232						
JEA ID #	Adjusted Unit Price	Base Price	(NCP) New Cu Price - Revised	(ICP) Initial Cu Price	Copper Index Change	(CC) Copper Content lb/ft	CU Price Change per FT	(NAP) New Al Price	(IAP) Initial Al Price - Revised	Alum Index Change	(AC) Alum Content lb/ft
CAICL001	<b>2.342</b>	1.796	4.7163	2.6420	2.0743	0.209	0.433529	2.0232	0.8712	1.1520	0.098
CAICL002	<b>5.166</b>	4.340	4.7163	2.6420	2.0743	0.235	0.487461	2.0232	0.8712	1.1520	0.294
CAICL011	<b>6.252</b>	4.687	4.7163	2.6420	2.0743	0.236	0.489535	2.0232	0.8712	1.1520	0.934
CAICL013	<b>16.834</b>	10.825	4.7163	2.6420	2.0743	2.897	6.009247	2.0232	0.8712	1.1520	0
CAIRH004	<b>2.564</b>	1.720	4.7163	2.6420	2.0743	0.407	0.84424				
CAIRH005	<b>3.700</b>	2.358	4.7163	2.6420	2.0743	0.647	1.342072				
CAIRH007	<b>8.525</b>	5.366	4.7163	2.6420	2.0743	1.523	3.159159				
CAIRH008	<b>25.607</b>	16.130	4.7163	2.6420	2.0743	4.569	9.477477				
CAIRH010	<b>1.393</b>	1.132	4.7163	2.6420	2.0743	0.126	0.261362				

CU	1st position	471.630	4.7163	AL	LME Settle	3583.000	1.6238
					MW US Trans Prem	39.940	0.3994
**numbers from weekly average ending 03/25/21							2.0232

Current Base Price Conversion											
	Copper Base:	2.6420		Alum Base:	0.8712						
	Current Metals:	4.7163		Current Metals:	2.0232						
JEA ID #	Adjusted Unit Price	Base Price	(NCP) New Cu Price - Revised	(ICP) Initial Cu Price	Copper Index Change	(CC) Copper Content lb/ft	CU Price Change per FT	(NAP) New Al Price	(IAP) Initial Al Price - Revised	Alum Index Change	(AC) Alum Content lb/ft
CAICL001	<b>2.659</b>	2.113	4.7163	2.6420	2.0743	0.209	0.433529	2.0232	0.8712	1.1520	0.098

11b Gresco Primary Underground Cable Contract Renewal Estimate

CAICL002	<b>5.931</b>	5.105	4.7163	2.6420	2.0743	0.235	0.487461	2.0232	0.8712	1.1520	0.294
CAICL011	<b>7.079</b>	5.514	4.7163	2.6420	2.0743	0.236	0.489535	2.0232	0.8712	1.1520	0.934
CAICL013	<b>18.739</b>	12.730	4.7163	2.6420	2.0743	2.897	6.009247	2.0232	0.8712	1.1520	0
CAIRH004	<b>2.867</b>	2.023	4.7163	2.6420	2.0743	0.407	0.84424				
CAIRH005	<b>4.116</b>	2.774	4.7163	2.6420	2.0743	0.647	1.342072				
CAIRH007	<b>9.472</b>	6.313	4.7163	2.6420	2.0743	1.523	3.159159				
CAIRH008	<b>28.453</b>	18.976	4.7163	2.6420	2.0743	4.569	9.477477				
CAIRH010	<b>1.393</b>	1.132	4.7163	2.6420	2.0743	0.126	0.261362				

CU	1st position	471.630	4.7163	AL	LME Settle	3583.000	1.6238
					MW US Trans Prem	39.940	0.3994
**numbers from weekly average ending 03/25/21							2.0232

Future Base Price Conversion											
	Copper Base:			2.6420		Alum Base:		0.8712			
	Current Metals:			4.7163		Current Metals:		2.0232			
JEA ID #	Adjusted Unit Price	Base Price	(NCP) New Cu Price - Revised	(ICP) Initial Cu Price	Copper Index Change	(CC) Copper Content lb/ft	CU Price Change per FT	(NAP) New Al Price	(IAP) Initial Al Price - Revised	Alum Index Change	(AC) Alum Content lb/ft
CAICL001	<b>3.336</b>	2.790	4.7163	2.6420	2.0743	0.209	0.433529	2.0232	0.8712	1.1520	0.098
CAICL002	<b>7.866</b>	7.040	4.7163	2.6420	2.0743	0.235	0.487461	2.0232	0.8712	1.1520	0.294
CAICL011	<b>9.165</b>	7.600	4.7163	2.6420	2.0743	0.236	0.489535	2.0232	0.8712	1.1520	0.934
CAICL013	<b>21.889</b>	15.880	4.7163	2.6420	2.0743	2.897	6.009247	2.0232	0.8712	1.1520	0
CAIRH004	<b>2.867</b>	2.023	4.7163	2.6420	2.0743	0.407	0.84424				
CAIRH005	<b>9.012</b>	7.670	4.7163	2.6420	2.0743	0.647	1.342072				
CAIRH007	<b>9.472</b>	6.313	4.7163	2.6420	2.0743	1.523	3.159159				
CAIRH008	<b>28.453</b>	18.976	4.7163	2.6420	2.0743	4.569	9.477477				
CAIRH010	<b>1.393</b>	1.132	4.7163	2.6420	2.0743	0.126	0.261362				

CU	1st position	471.630	4.7163	AL	LME Settle	3583.000	1.6238
					MW US Trans Prem	39.940	0.3994
**numbers from weekly average ending 03/25/21							2.0232

11b Gresco Primary Underground Cable Contract Renewal Estimate

AL Price Change per FT
0.112891
0.338673
1.075922
0

AL Price Change per FT	Price Change from original bid price over time
0.112891	48.1%

11b Gresco Primary Underground Cable Contract Renewal Estimate

0.338673	36.7%
1.075922	51.0%
0	73.1%
	66.7%
	74.6%
	76.5%
	76.4%

62.9%

AL Price Change per FT	
0.112891	
0.338673	
1.075922	
0	