

# Welcome to the JEA Awards Meeting

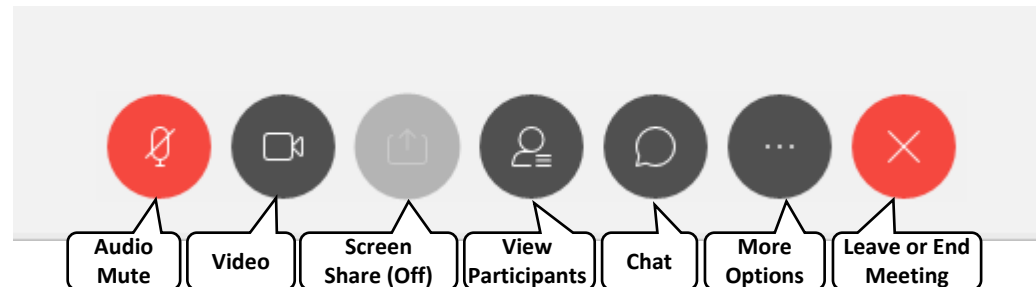
You have been joined to the meeting with your **audio muted** by default.

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 **Aileen Cruz** at **cruza@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 **Aileen Cruz** by telephone at **(904) 703-0996** or by email at **cruza@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, October 13, 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(10/06/2022)
2. Request approval to award a one (1) year renewal to Gray Robinson, P.A. for State and Federal Government Relations Consulting Services in the amount of \$126,000.00, for a new not-to-exceed amount of \$312,270.00, subject to the availability of lawfully appropriated funds.
3. 1410758047 - Request approval to award a contract to Standard Insurance Company for Basic Life/Accidental Death & Dismemberment (AD&D), Voluntary Life/AD&D, Stand-alone Voluntary AD&D, Short Term Disability and Long-Term Disability Services in the amount of \$2,572,472.00, subject to the availability of lawfully appropriate funds.
4. Request approval to award a contract to Petticoat-Schmitt Civil Contractors Inc. for construction services for the Lakeshore Water Treatment Plant Reservoir Rehabilitation project in the amount of \$6,996,162.90, subject to the availability of lawfully appropriated funds.
5. Request approval of a contact increase to Universal Service, Inc., for cleaning services at the Buckman WRF Biosolids dryer equipment in the amount of \$234,056.36 (including \$118,829.00 in ratification), for a new not-to-exceed amount of \$534,056.36, subject to the availability of lawfully appropriated funds.
6. 1410805246 – Request approval to award a contract to Williams Industrial Services, LLC for construction services for Mandarin WRF Sludge Holding Tanks Rehabilitation project in the amount of \$2,861,995.23, subject to the availability of lawfully appropriated funds.
7. Request approval to award a contract increase to Jacobs Engineering Group Inc. for additional Water/Wastewater Capital Program Management in the amount of \$9,238,061.00 for a new not-to-exceed amount of \$42,919,579.00, subject to the availability of lawfully appropriated funds.
8. Request approval to award a contract to Evans Consoles Incorporated for SOCC Furniture Console and ancillary services in the amount of \$320,535.83, subject to the availability of lawfully appropriated funds.
9. Request approval to award a change order to Worley Group Inc for additional services during construction in the amount of \$33,222.00, for a new not-to-exceed amount of \$433,033.47, subject to the availability of lawfully appropriated funds.

10. Request approval to award a two (2) year contract renewal to Petroleum Recovery Services for Fuel Tank Cleaning, Treatment, and Testing Services in the amount of \$366,816.18, for a new not-to-exceed amount of \$789,540.43, subject to the availability of lawfully appropriated funds.
11. Request approval to award a contract increase to Eagle Lawn Care of N.E. Florida, Inc. in the amount of \$143,928.41, for a new not-to-exceed amount of \$1,168,470.80, subject to the availability of lawfully appropriated funds.
12. 1410823646 – Request approval to award a contract to TEIC Construction Services, Inc for the BBGS Unit 2 and 3 Feedwater replacement project in the amount of \$2,989,482.00, subject to the availability of lawfully appropriated funds.
13. 1410832846 - Request approval to sell 206 surplus Hopper Rail Cars (HTS – Hopper, Specially Equipped, 3 or more Compartments, Doors Hinged Crosswise, Dumping Between Rails, K346) to Progress Rail Services Corporation for net yield amount of \$2,145,064.00.
14. Request approval to award a one (1) year renewal to Unify Health Services for Industrial Performance Program services in the amount of \$135,000.00, for a new not-to-exceed amount of \$638,440.00, subject to the availability of lawfully appropriated funds.

**Informational Items:** N/A

**Open Discussion:** N/A

**Public Notice:** N/A

**General Business:** N/A

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

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<u>Award#</u>	<u>Type of Award</u>	<u>Business Unit</u>	<u>Estimated/ Budgeted Amount</u>	<u>Amount</u>	<u>Awardee</u>	<u>Term</u>	<u>Summary</u>
1	Minutes	N/A	N/A	N/A	N/A	N/A	Approval of minutes from the 10/06/2022 meeting.
2	RENEWAL	WILSON	\$126,000.00	\$126,000.00	GRAY ROBINSON P.A.	Two (2) Years w/Two (2) – 1 Yr. Renewals	<p><b><u>State Government Relations Consulting Services</u></b>  This request is for a renewal of the State Government Relations Consulting Services contract. JEA contracts with a firm to represent JEA's interests with regard to the State of Florida legislative, regulatory, and executive branch policies and issues. These areas include, but may not be limited to, regulation, fiscal policy (taxation), environmental protection, economic development, utility industry structure, funding and grant opportunities, and other issues that may affect electric, water and wastewater utilities over time. There will also be an emphasis on representation of municipal utility issues.</p> <p>In August of 2022, JEA determined it was in our best interest to expand the scope of work and add Federal Government Relations Consulting services to this contract. An administrative increase was completed on 09/14/2022 in the amount of \$6,270.00 to pay for the additional services for September and October and previously approved fees for a new not to exceed amount of \$186,270.00.</p> <p>This request is for a one-year renewal from 11/01/2022 to 10/31/2023. The monthly retainer fee for the state consulting services is \$7,500.00. The award amount of \$126,000.00 is based on the original monthly fee and an additional \$3,000.00 per month for a total monthly fee of \$10,500.00 for the state and federal government relations consulting</p>

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						<p>services. The updated services and pricing have been attached as backup.</p> <p>Request approval to award a one (1) year renewal to Gray Robinson, P.A. for State and Federal Government Relations Consulting Services in the amount of \$126,000.00, for a new not-to-exceed amount of \$312,270.00, subject to the availability of lawfully appropriated funds.</p>
3	<p>REQUEST FOR PROPOSAL (RFP)</p> <p>3 PROPOSERS</p>	EMANUEL	\$2,928,745.00	\$2,572,472.00	STANDARD INSURANCE COMPANY	<p>One (1) Year w/Four (4) – 1 Yr. Renewals</p> <p><b><u>Basic Life/Accidental Death &amp; Dismemberment (AD&amp;D), Voluntary Life/AD&amp;D, Stand-alone Voluntary AD&amp;D, Short Term Disability, Long Term Disability and Family Medical Leave Act (FMLA) Administration Services</u></b></p> <p>The purpose of this Request for Proposals (this “RFP”) is to evaluate and select one Insurance Company to offer Basic Life/AD&amp;D, Voluntary Life/AD&amp;D, stand-alone Voluntary AD&amp;D, Short Term Disability, Long Term Disability to the eligible employees and retirees of JEA. JEA is requesting proposals from life/disability carriers which have an integrated FMLA administration platform. A single point of in-take for leave and disability claims is required.</p> <p>A comparison of the incumbent benefit pricing for company provided Life and AD&amp;D, represents an estimated savings of \$134,402.00 for the plan year. This is an approximate forty two percent (42%) savings on this singular benefit and an overall savings of twelve percent (12%) for all lines of coverages. These new rates are guaranteed for three (3) years. At the end of the three (3) year period, the JEA HR broker (currently Gallagher) will negotiate a favorable renewal rate for the remaining plan years in this contract term. Rate negotiations are based on historical loss ratios.</p> <p>Request approval to award a contract to Standard Insurance Company for Basic Life/Accidental Death &amp; Dismemberment (AD&amp;D), Voluntary Life/AD&amp;D, Stand-alone Voluntary AD&amp;D, Short</p>

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							Term Disability and Long-Term Disability Services in the amount of \$2,690,091.00, subject to the availability of lawfully appropriate funds.
4	INVITATION FOR BID (IFB)  2 BIDDERS	MELENDEZ	\$4,043,940.00	\$6,996,162.90	PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.	Project Completion (Estimated: July 2024)	<p><b><u>Lakeshore Water Treatment Plant Reservoir Rehabilitation</u></b></p> <p>The scope of the project is to provide construction services for rehabilitation of two (2) ground storage water reservoirs at the Lakeshore Water Treatment Plant located at 2113 Hamilton Street. Reservoir "A" is a 2.0 million gallon (MG) reservoir structure and Reservoir "B" is a 1.0 MG reservoir structure.</p> <p>The Lakeshore Water Treatment Plant was originally constructed in the 1950s. The ground water storage tanks interior have been degrading and are in need of rehabilitation and recoating.</p> <p>Advertised on 07/20/2022. Six (6) prime contractors attended the initial mandatory pre-bid meeting held on 08/02/2022. At Bid opening on 09/13/2022, JEA received two (2) Bids. One of the non-bidding firms, CGC, Inc., chose not to submit a bid project due to their current schedule and workload. Petticoat-Schmitt Civil Contractors, Inc. is the lowest responsive and responsible Bidder. A copy of the Bid Form and Workbook are attached as backup. The award amount of \$6,996,162.90 is approximately 73% higher than the budget estimate. The most current engineering estimate was updated May 25, 2022. A review of the bid workbook finds that current market conditions, the lack of local construction companies, and the workload of both bidders factored into the increased bid price. The bid price was reviewed by JEA estimating and project staff and deemed reasonable in the current market conditions.</p> <p>Request approval to award a contract to Petticoat-Schmitt Civil Contractors Inc. for construction services for the Lakeshore Water Treatment Plant Reservoir Rehabilitation project in the amount of \$6,996,162.90.</p>

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5	CONTRACT INCREASE/ RATIFICATION	VU	N/A	\$234,056.36	UNIVERSAL SERVICE, INC.	<p><b><u>Buckman Water Reclamation Facility (WRF)</u></b> <b><u>Biosolids Dryer Cleaning Services</u></b></p> <p>This award is for industrial cleaning services for the Buckman WRF which are preventative in nature as well as unplanned events, such as clogs and outages.</p> <p>Work was originally authorized in a single source Purchase Order on 11/10/2021 for industrial cleaning services at the Buckman WRF. The specific requirements of the dryer at Buckman makes it difficult to find qualified vendors. At the time on initial award, only Universal Service had the equipment and manpower locally to perform the ongoing cleaning and do the work in a timely manner. After several years, there is new interest from companies that claim to have the appropriate equipment and ability to perform the work. Therefore, JEA is currently advertising these services (Solicitation 1410860046, opening on 10/25/2022) to increase participation.</p> <p>The biosolids-related activities at Buckman WRF are unique within JEA wastewater treatment facilities. Biosolids buildup in and on the dryer and require periodic removal. For several years, and after having several companies look at the dryer and attempt to clean it, it was determined that Universal Service was the only local company that could provide specialized work such as 10,000 psi, 20,000 psi, and 40,000 psi water blasting services, vacuum services, and industrial cleaning services. These services are needed for polymer spill collection, dust collection, material spill collection and the unclogging of lines on various components such as the pump, centrate lines and the digester. Additionally, to prevent the unplanned shutdowns and environmental compliance, Universal Service can respond within 4-8 hours or less of being dispatched. When the biosolids build up, the dryer needs to be shut down to be cleaned, which creates a backlog of biosolids materials. Having a company that can perform all of the services in a timely manner, reduces the downtime on the dryer and prevents the compromise</p>
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							<p>of the entire system that treats the majority of Duval, Nassau and St Johns Counties' wastewater. Spend has increased year over year due to struvite buildup in the sludge lines, which has caused increased maintenance needed to prevent equipment failure. Additionally, the FY22 spend increased further due to the dryer shutdown in September 2022, to upgrade to a new dryer.</p> <p>It is projected that this contract needs to remain in place for four months of work until the new contract is in place.</p> <p>Request approval of a contact increase to Universal Service, Inc., for cleaning services at the Buckman WRF Biosolids dryer equipment in the amount of \$234,056.36 (including \$118,829.00 in ratification), for a new not-to-exceed amount of \$534,056.36.</p>
6	<p>INVITATION FOR BID (IFB)</p> <p>2 BIDDERS</p>	MELENDEZ	\$2,800,000.00	\$2,861,995.23	WILLIAMS INDUSTRIAL SERVICES, LLC	<p>Project Completion (Expected: February 2024)</p>	<p><b><u>Mandarin Water Reclamation Facility (WRF) Sludge Holding Tanks Rehabilitation</u></b></p> <p>The work includes interior and exterior concrete surface repairs to two (2) existing concrete sludge holding tanks with aluminum dome covers. Repairs will be made one tank at a time to ensure existing sludge handling operations are maintained.</p> <p>The sludge holding tanks, 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 thickened sludge holding tank interior liner is failing and needs replacement – the waste sludge holding tank interior liner will be inspected to determine if it needs replacement. The existing seals between the aluminum domes and tank walls have deteriorated, and other components of the roof domes need rehabilitation to extend tank life and eliminate further deterioration.</p> <p>Advertised on 07/21/2022. Four (4) prime contractors attended the mandatory pre-bid meeting held on 08/03/2022. At the bid opening on 09/20/2022, JEA received two (2) Bids. Other potential bidders cited too much work as a reason for not participating. Williams Industrial Services, LLC</p>

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						<p>is the lowest responsive and responsible Bidder. A copy of the Bid Form and Workbook are attached for reference.</p> <p>When comparing the two received Bids, the largest differences in costs were associated with the concrete repair unit costs. Sawcross, Inc.'s higher unit costs were the major contributor to the approximate 30% difference in Bid amounts. The \$2,861,995.23 award amount is approximately 2% above the budget estimate. The higher costs are associated with materials, labor and installation items when compared to the 100% estimate prepared by the engineer. The bid amount was reviewed by JEA and deemed reasonable when compared to similar construction projects.</p> <p>1410805246 – Request approval to award a contract to Williams Industrial Services, LLC for construction services for Mandarin WRF Sludge Holding Tanks Rehabilitation project in the amount of \$2,861,995.23.</p>
7	CONTRACT INCREASE	MELENDEZ	\$9,238,061.00	\$9,238,061.00	JACOBS ENGINEERING GROUP INC.	<p>Five (5) Years w/Two (2) - 1 Yr. Renewals</p> <p><b><u>Water/Wastewater Capital Program Management</u></b></p> <p>Jacobs is providing program management of various large infrastructure programs including the Southside Integrated Piping System (SIPS), wellfield rehabilitation and various other programs as needed to support JEA's Water/Wastewater (W/WW) capital improvement program as required by JEA.</p> <p>In this Program, work is authorized via task orders. Before a task order can be authorized there needs to be sufficient contract cap to cover the task order(s). Once sufficient cap is established, the task order(s) can then be authorized. This award request is for a contract increase to the program management contract of Jacobs Engineering Group Inc. to cover the additional task order amounts needed for the remainder of FY23 (\$9,238,061.00). The funding breakdown for the task orders is attached as backup. The task orders being authorized under this contract increase request are listed below.</p>

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							<div><div><div>1. TO-S3: SIPS - Deerwood - Southside Blvd. Intertie to Deerwood III WTP Pipeline (\$253,467.00)</div><div>2. TO-W1: Wellfield Rehabilitation Subprogram (\$901,650.00)</div><div>3. TO-P7: Hogan's Creek Chilled Water Distribution Expansion (\$4,777,623.00)</div><div>4. TO-10: FY23 Well Rehabilitation Services (\$3,305,321.00)</div></div><div>A new not-to-exceed amount of \$42,919,579.00.</div></div>
8	PIGGYBACK	ERIXTON	\$322,000.00	\$320,535.83	EVANS CONSOLES INCORPORATED	<div><div>Project Completion (03/31/2023)</div><div><div><div><b><u>SOCC Furniture Replacement Project</u></b></div><div>SOCC operator consoles support displays and provide operator stations for JEA SOCC operators. The furniture consoles are at the end of useful life and require replacement. This project is for the removal, area preparation and replacement of the three (3) SOCC operator consoles.</div><div>Awarded June 15, 2022 by the State of New York and executed a contract that became effective on December 2, 2022, which will expire December 1, 2023. The State of Florida, through a participation addenda, executed Alternate Contract Source (ACS) 56120000-19-ACS effective 07/02/2022. Evans Consoles Incorporated is an approved provider on the participation addenda.</div><div>JEA evaluated two other companies and received quotes from Evosite for \$349,711.97 and Tresco for \$397,007.63, Evans pricing is the most economical and deemed reasonable.</div><div>Request approval to award a contract to Evans Consoles Incorporated for SOCC Furniture Console and ancillary services in the amount of \$320,535.83, subject to the availability of lawfully appropriated funds</div></div></div></div>	

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9	CHANGE ORDER	MELENDEZ	\$33,222.00	\$33,222.00	WORLEY GROUP, INC	<p>Project Completion (Expected: 12/30/2022)</p> <p><b><u>Engineering Services for the Park and King 13.2/4kV Substation</u></b>  JEA is requesting Proposals from qualified companies that can provide engineering services for the Park and King 13.2/4kV Substation. (also referred to herein as the "Work" or "Services"). The scope of work includes design for the Park and King Substation site is located in the Riverside and Avondale Historic District. Due to the age of the existing switchgear and transformer, as well as the desire to keep the 4kV system operational within the historic district, JEA has elected to replace the substation with new and modern equipment.</p> <p>JEA used the original negotiated hourly rates to develop the award amount for this increase in hours. The change order quote is attached as backup. Compared to estimated construction costs of \$1,822,500.00, the proposed design fee is 21.9% of construction costs and SDC fee of \$33,222.00 is 1.8% of construction costs. Budget has been increased to match the award amount. The engineering and SDC is deemed reasonable, given the project size, location challenges and other schedule impacts.</p> <p>Request approval to award a change order to Worley Group Inc. for additional services during construction in the amount of \$33,222.00, for a new not-to-exceed amount of \$433,033.47, subject to the availability of lawfully appropriated funds.</p>
10	CONTRACT RENEWAL	MCELROY	\$366,816.18	\$366,816.18	PETROLEUM RECOVERY SERVICES	<p>Three (3) Years w/Two (2) – 1 Yr. Renewals</p> <p><b><u>Fuel Tank Cleaning, Treatment, and Testing Services</u></b>  The purpose of this Invitation to Negotiate (the "ITN") is to evaluate and select a vendor that can provide fuel tank cleaning, treatment, and testing services (also referred to as the "Work" or "Services"). The Contractor shall perform cleaning, treatment with JEA provided chemical, and testing of all JEA tanks as listed in Appendix C – JEA Tank List. Tank types shall include, but not be limited to,</p>

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						<p>steel construction, concrete encased construction, stand-alone or sub-base mounted in conjunction with a diesel generator or other diesel-powered equipment. During the two (2) non-cleaning years, each tank shall be sampled and treated only.</p> <p>This request is to utilize the two – one (1) year renewal options from 11/01/2022 to 10/31/2024 in an effort to lock in the current rates. Petroleum Recovery Services has provided satisfactory service and has agreed to renew the contract at the same rates. The award amount is based on the monthly average of \$15,284.00 for these services. The estimated amount for the two-year renewal is \$366,816.18 and includes the addition of 108 tanks forecasted to be added during the two-year term.</p> <p>Request approval to award a two (2) year contract renewal to Petroleum Recovery Services for Fuel Tank Cleaning, Treatment, and Testing Services in the amount of \$366,816.18, for a new not-to-exceed amount of \$789,540.43, subject to the availability of lawfully appropriated funds.</p>
11	CONTRACT INCREASE	MCELROY	N/A	\$143,928.41	EAGLE LAWN CARE OF N.E. FLORIDA, INC.	<p>Three (3) Years w/Two (2) – 1 Yr. Renewals</p> <p><b><u>Facilities Landscaping Maintenance-Sheltered</u></b> It is the intent of this solicitation to secure economical pricing for basic landscape maintenance and chemical spraying for all JEA facilities. These services must be performed in a safe manner, and the results must be aesthetically pleasing as these facilities represent JEA to the rate-paying public. The specifications also ensure that the Contractor performs these maintenance activities with skilled personnel in a safe and professional manner adhering to all JEA, City, County and State regulations and requirements. Work will be performed at approximately 942 JEA facilities located in Duval, Nassau, St. Johns and Clay Counties in Florida as listed in Appendix B - Response Workbook. These locations include exteriors of buildings, lots, lift stations, electric substations, wells, water treatment plants, wastewater treatment plants, communication towers, road access, fences, area around electric power lines, highways and trails.</p>

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						<p>The first one (1) year renewal was completed administratively to extend the contract to 03/31/2023. Eagle Lawn Care agreed to renew the contract at the same rates and with the administrative increase it appeared there would be funds available until the end of the term. In July of 2022, the company requested a rate increase due to increased costs, primarily for fuel and labor. JEA agreed to a seven percent (7%) increase based on the annual average increase from the CPI inflation report. A contract increase is being requested at this time, to support the increase to their contracted rates. The award amount is based on the monthly average of \$23,988.07 for these services during the months of October -March, which includes the addition of 31 sites.</p> <p>Request approval to award a contract increase to Eagle Lawn Care of N.E. Florida, Inc. in the amount of \$143,928.41, for a new not-to-exceed amount of \$1,162,8470.80, subject to the availability of lawfully appropriated funds.</p>
12	<p>INVITATION FOR BID (IFB)</p> <p>3 BIDDERS</p>	MELENDEZ	\$5,313,647.00	\$2,989,482.00	TEIC CONSTRUCTION SERVICES, INC	<p>Project Completion (Expected: 04/15/2022)</p> <p><b>BBGS U2 and U3 Feedwater Heater Replacement</b> The project scope includes installing new feedwater heater sections, feedwater heater assemblies and risers per the original design. The FWH headers and associated piping will be reused to the fullest extent practical. The FWH section shall be supplied by the original equipment manufacturer, Chanute Manufacturing. Removal and disposal of the existing FWH section shall be included in this scope. It will be the responsibility of the Contractor to coordinate inspections with JEA and contingent upon unit availability. The Contractor will be responsible for leaving the HRSG in the same condition as it was found prior to any inspections.</p> <p>1410823646 – Request approval to award a contract to TEIC Construction Services, Inc. for the BBGS Unit 2 and 3 Feedwater Replacement project in the</p>

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							amount of \$2,989,482.00, subject to the availability of lawfully appropriated funds.
13	INVITATION FOR BID (IFB)  2 BIDDERS	MCELROY	1,957,000.00	(\$2,145,064.00)	PROGRESS RAIL SERVICES CORPORATION	Project Completion (Est. February of 2023)	<p><b><u>Sale of Hopper Rail Cars</u></b></p> <p>The purpose of this Invitation for Bid (IFB) is to solicit bids for the sale of 206 Hopper Rail Cars (HTS – Hopper, Specially Equipped, 3 or more Compartments, Doors Hinged Crosswise, Dumping Between Rails, K346). These rail cars are currently stored at Cater Parrot Railyard (147 cars) in Madison, GA and in Plant Scherer (59 cars) in Juliette, GA.</p> <p>Bids were evaluated based on the net yield of each lot factoring in sale amount and the cost to move the cars to the bidder's location of choice. Each lot contained 103 cars, this was determined to be the best approach based on feedback from the supply base, as it allowed for economical quantities to be bought along with approachable total quantities to be bid using different purchasing models. JEA will pay for the movement of the rail cars to the successful bidder's destination. The successful bidder was determined by subtracting the movement cost from the purchase cost of the rail cars which represents the net yield to JEA.</p> <p>The recommended awardee plans to sell one (1) lot (103 railcars) for reuse and the other lot for scrap. The price of the lot to be scrapped reflects the prices of metals on the day the bid was submitted and may change based on the price of the metal markets. The Surplus Sales Agreement allows for a price adjustment based on commodity prices every 30 days. Since the rail cars are located at two locations, transportation cost was calculated for both locations and the transportation cost which yielded the highest net yield for JEA was selected. Progress Rail Services Corporation is determined to be the bidder with the highest net yield for both lots. The net yield for JEA after paying for the movement of the rail cars will be \$2,145,064.00.</p>

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						<p>Inventory Recovery had estimated the sale of the rail cars would yield \$1,957,000.00 based on the scrap value of the rail cars. The recommended awardee, Progress Rail Services Corporation, was able to find a buyer for one of the lots looking to reuse these railcars, which increased the expected sale from \$9,500 to \$13,500.00 per rail car.</p> <p>Request approval to sell 206 surplus Hopper Rail Cars (HTS – Hopper, Specially Equipped, 3 or more Compartments, Doors Hinged Crosswise, Dumping Between Rails, K346) to Progress Rail Service Corporation for \$2,451,400.00 for a net yield of \$2,145,064.00.</p>
14	RENEWAL	EMANUEL	135,000.00	135,000.00	UNIFY HEALTH SERVICES	<p>Three (3) Years w/Two (2) – 1 Yr. Renewals</p> <p>Industrial Performance Program Services The purpose of this Award is to renew the Industrial Performance Program Services (IPP) contract for one (1) year. The goal of the JEA IPP Program is to provide an added value service to employees to support safety and wellness initiatives. The IPP services will be utilized to help prevent any type of future injuries, pre-existing exacerbation, provide employees a tool for safety enhancement in addition to providing occupational and at-home education. The IPP service enables JEA through specified protocols to work directly with employees and address as appropriate any employee concerns related to physical demands and/or wellness. The provided services will consist of accepted methods and techniques for prevention of repetitive motion injuries (RMIs) and strive to improve worker health.</p> <p>This request is to award a one (1) year renewal for IPP services in the amount of \$135,000.00 with a new term end date of 10/14/2023. The contract provides services at a monthly rate of \$10,800.00 at the following sites: Southside Service Center, Westside Service Center, Pearl Street Service Center, Northside Generating Station and Ridenour Water Treatment Plant. This renewal also includes funding for optional agilities testing services and ergonomic assessments in the amount of \$5,400.00. The rates have remained the same for the duration of the contract.</p>

## 10-13-2022 Awards Committee

							Request approval to award a one (1) year renewal to Unify Health Services for Industrial Performance Program services in the amount of \$135,000.00, for a new not-to-exceed amount of \$638,440.00, subject to the availability of lawfully appropriated funds.
<b>Total Award</b>				<b>\$16,876,505.01</b>			

## **JEA AWARDS COMMITTEE**

### **OCTOBER 6, 2022, MEETING MINUTES**

The JEA procurement Awards Committee met on October 6, 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; Todd Skinner for Ricky Erixton, Russell Caffey for Joe Orfano (onsite), Mark Stultz for Laura Schepis (onsite). 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 (09/22/2022). Chair Datz verbally presented the Committee Members the proposed September 22, 2022, minutes as presented.

**MOTION:** Mark Stultz made a motion to approve the September 22, 2022, minutes (Award Item 1). The motion was seconded by Russell Caffey and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 2 –8.

2. 1410831446 – Request approval to award a contract to Miller Electric Company for the Greenland Energy Center LED Fixture Installation Services in the amount of \$123,462.30, subject to the availability of lawfully appropriated funds.

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

3. 1410746046–Request approval to award a contract to Badger Meter, Inc. for equipment, software, and services for Water Advanced Metering Infrastructure (AMI), Field Area Network (FAN) and Headend System (HES) in the amount of \$56,364,950.70, subject to the availability of lawfully appropriated funds

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

4. 1410591646 – Request approval to award contracts to KSI, Boot Barn, Inc, Tyndale Enterprises Inc. and Simmons & Co. Inc., for supply of Fire-Resistant Clothing each in the amount of \$307,500, for a not to exceed amount of \$1,230,000.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Russell Caffey made a motion to approve Award Item 4 as presented in the committee packet. The motion was seconded by Todd Skinner and approved unanimously by the Awards Committee (5-0).

5. Request approval to award a contract renewal to The Davey Tree Expert for a one (1) year renewal and an increase in the amount of \$872,466.70, for a new not-to-exceed amount of \$2,293,752.05, 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 Russell Caffey and approved unanimously by the Awards Committee (5-0).

6. Request approval to award a contract increase to The Haskell Company for construction of the Nassau Water Reclamation Facility (WRF) Upgrade projects in the amount of \$85,235,958.00, for a new not-to-exceed amount of \$105,555,375.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Mark Stultz 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 of a contract increase to US Ecology/NRC Gulf Environmental Services Inc. in the amount of \$125,000.00, for a new not-to-exceed amount of \$564,542.00, and ratification to Hulls Environmental Services, Inc. in the amount of \$32,158.50 and a contract increase of \$67,841.50, for a new not-to-exceed amount of \$333,253.75, for Special Waste Handling Services for Non-Hazardous Waste/Hazardous Waste, subject to the availability of lawfully appropriated funds.

**MOTION:** Hai Vu made a motion to approve Award Item 7 as amended in the committee packet. The motion was seconded by Russell Caffey and approved unanimously by the Awards Committee (5-0).

8. 1410804046 - Request approval to award contracts to Engineered Spray Solutions, LLC. (\$4,000,000.00), Concrete Conservation, LLC. (\$3,000,000.00), Vortex Services, LLC. (\$3,000,000.00) for continuing services for the Sanitary Sewer Manhole Structural Rehabilitation and Repair Program in the amount of \$10,000,000.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Russell Caffey made a motion to approve Award Item 8 as amended in the committee packet. The motion was seconded by Todd Skinner and approved unanimously by the Awards Committee (5-0).

#### Informational Item:

No informational items were presented to the Awards Committee.

#### Ratifications:

Award 7 was a Ratification 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      October 13, 2022

**Type of Award Request:** RENEWAL  
**Requestor Name:** Manna, R. Renee - Mgr Government Relations  
**Requestor Phone:** (904) 665-5348  
**Project Title:** State Government Relations Consulting Services  
**Project Number:** HEE0000  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** \$126,000.00

### Scope of Work:

This request is for a renewal of the State Government Relations Consulting Services contract. JEA contracts with a firm to represent JEA's interests with regard to the State of Florida legislative, regulatory, and executive branch policies and issues. These areas include, but may not be limited to, regulation, fiscal policy (taxation), environmental protection, economic development, utility industry structure, funding and grant opportunities, and other issues that may affect electric, water and wastewater utilities over time. There will also be an emphasis on representation of municipal utility issues.

**JEA**  
**IFB/RFP/State/City/GSA#:** 99926  
**Purchasing Agent:** Selders, Elaine Lynn  
**Is this a ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Amount
GRAY ROBINSON P.A.	Dean Cannon	Dean.cannon@gray-robinson.com	301 S. Bronough St., Ste 600 Tallahassee, FL 32301	\$126,000.00

**Amount of Original Award:** \$180,000.00

**Date of Original Award:** 10/12/2020

**Renewal Amount:** \$126,000.00

### List of Previous Change Order/Amendments:

CPA #	Amount	Date
193154	\$6,270.00	09/14/2022

**New Not-To-Exceed Amount:** \$312,270.00  
**Length of Contract/PO Term:** Two (2) Years w/Two (2) – 1 Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 11/01/2020  
**End Date (mm/dd/yyyy):** 10/31/2023  
**Renewal Options:** One (1) – 1 Yr. Renewal  
**JSEB Requirement:** N/A - Optional

**Background/Recommendations:**

Competitively bid and awarded informally to Gray Robinson, P.A. on 10/12/2020, in the amount of \$180,000.00. The original Proposal Form is attached as backup.

In August of 2022, JEA determined it was in our best interest to expand the scope of work and add Federal Government Relations Consulting services to this contract. An administrative increase was completed on 09/14/2022 in the amount of \$6,270.00 to pay for the additional services for September and October and previously approved fees for a new not to exceed amount of \$186,270.00.

This request is for a one-year renewal from 11/01/2022 to 10/31/2023. The monthly retainer fee for the state consulting services is \$7,500.00. The award amount of \$126,000.00 is based on the original monthly fee and an additional \$3,000.00 per month for a total monthly fee of \$10,500.00 for the state and federal government relations consulting services. The updated services and pricing have been attached as backup.

Request approval to award a one (1) year renewal to Gray Robinson, P.A. for State and Federal Government Relations Consulting Services in the amount of \$126,000.00, for a new not-to-exceed amount of \$312,270.00, subject to the availability of lawfully appropriated funds.

<b>Manager:</b>	Manna, R. Renee - Mgr Government Relations
<b>VP:</b>	Wilson, Kurtis R. - VP Government Relations
<b>Chief:</b>	Schepis, Laura A. - Chief External Affairs Officer

**APPROVALS:**

<u>Stephen Datz</u>	10/13/2022
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<b>Chairman, Awards Committee</b>	<b>Date</b>
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<u>Stephanie M. Neely</u>	10/13/2022
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<b>Budget Representative</b>	<b>Date</b>
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## Required Forms

### Proposal Form

#### APPENDIX B – PROPOSAL FORM 99926 STATE GOVERNMENT RELATIONS CONSULTING SERVICES

**PROPOSER MUST COMPLETE THE FOLLOWING INFORMATION AND RETURN THIS FORM VIA EMAIL TO ELAINE SELDERS AT SELDEL@JEA.COM.**

**PROPOSER INFORMATION:**

COMPANY NAME: GrayRobinson, P.A.  
BUSINESS ADDRESS: 301 South Bronough Street, Suite 600  
CITY, STATE, ZIP CODE: Tallahassee, FL 32301  
TELEPHONE: 850-577-9090  
FAX: 850-577-3311  
NAME & EMAIL OF CONTACT: Dean Cannon; dean.cannon@gray-robinson.com  
WEBSITE: https://www.gray-robinson.com

**QUOTATION OF RATES**

Maximum score for criterion is: 20 Points

The Company shall provide a fixed monthly rate for the term of the Contract by completing the information below. The rate shall be all inclusive and shall include all work, profit, taxes, benefits, and all other overhead items, including photocopy and report preparation fees, if applicable. Travel and other related expenses must be approved in writing before any travel is booked or expensed. Travel will be paid in accordance with JEA's Travel Policy. There will be a "not to exceed" travel/expense budget added to the contract total specified by JEA.

Please note, the fixed monthly rate quoted by Company must be firm, and not an estimate. Any modifications, exceptions, or objections contained within the proposal form may subject the proposal to disqualification.

Retainer Fee \$ <u>7,500</u>	X	24	=	\$ <u>180,000</u>
Monthly Rate				Two (2) Year Total

**Please note, the prices quoted by Respondent on the Response Form must be firm-fixed prices, not estimates.**

**EXPERIENCE OF LEAD CONSULTANT AND TEAM PROPOSED**

Maximum Score for Criterion is: 35 Points

The Company shall provide the resume of the Lead Consultant and may provide up to four (4) additional resumes for personnel available to work on the JEA engagement. The Lead Consultant shall be the same consultant who is identified for the minimum qualification reference checks. The Lead Consultant resume will be scored separately and the remaining resumes will be scored together as a team depending on how many resumes the Company chooses to submit. There will be a non-subjective five (5) points awarded for the Lead Consultant's years of relevant experience, a subjective ten (10) points awarded for the depth of experience by the Lead Consultant, and a subjective twenty (20) points awarded for the depth of team experience for the balance of the resumes submitted.

At minimum, the resume(s) shall present the consultant's name, title, work location, years of service with the Company, applicable professional registrations, education, and work experience. The resume must identify the experience of the professional in state government relations consulting. Each resume shall be no more than two (2) pages in length, single

**APPENDIX B – PROPOSAL FORM  
99926 STATE GOVERNMENT RELATIONS CONSULTING SERVICES**

sided, and on 8.5" by 11" sized paper. If the resumes contain more than two (2) pages each, only the information contained on the first two (2) pages will be evaluated by JEA.

**EXPERIENCE WORKING WITH MULTIPLE LEVELS OF GOVERNMENT WITH A FOCUS ON  
MUNICIPAL UTILITY ISSUES**

Maximum Score for Criterion is: 20 Points

The Company shall describe experience working with multiple agencies and branches of government. Highlight experience working with municipal utilities and industry associations on behalf of its client base. Discuss the strengths, benefits and attributes of working with the team proposed for this scope of services. Discuss range of experience for utility clients with a focus on electric, water and wastewater utilities. Provide any other information that demonstrates your experience as a team working on related issues or for similar clients. This section should be limited to two (2) pages.

**ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE SCOPE OF WORK  
REQUIREMENTS**

Maximum Score for Criteria is: 25 Points

Describe in your own format the Company's or team's approach to provide the services described in the Scope of Work. Describe the approach to how your firm will manage the engagement. The description shall provide a comprehensive consulting services design approach and proposed work plan, and explain how the Company intends to manage the engagement and advance JEA's policy and advocacy strategies.

The work plan should include:

- The Company's approach to provide consistent and effective policy and strategy recommendations on issues that are important to JEA;
- A description of how the Company recommends interaction with JEA on issue and policy management;
- A description of the following:
  - Knowledge of relevant issues pertaining to electric, water and wastewater utilities at the state level;
  - Ability to collaborate with business/industry groups and with various government agencies on issues, policy or legislation;
  - Approach to advocacy on JEA's behalf on such issues, and timely access to policy makers;
  - Approach to communications/coordination with JEA including issue identification, monitoring and reporting, and;
  - A demonstration that the firm possesses the knowledge and experience to deal with policy and processes, developing solutions, problem solving and funding opportunities.

Please use your own format for this section. The approach to consulting services is limited to a maximum of five (5) pages.

X I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

**Proposer's Certification**

By submitting this Proposal, the Proposer certifies (1) that it has read and reviewed all of the documents pertaining to this RFP and agrees to abide by the terms and conditions set forth therein, (2) that the person signing below is an authorized representative of the Proposer, and (3) that the Proposer is legally authorized to do business and maintains an active status

Page 2 of 3

**APPENDIX B – PROPOSAL FORM**  
**99926 STATE GOVERNMENT RELATIONS CONSULTING SERVICES**

in the State of Florida. The Proposer certifies that its recent, current, and projected workload will not interfere with the Proposer's ability to work in a professional, diligent and timely manner.

The Proposer certifies, under penalty of perjury, that it holds all licenses, permits, certifications, insurances, bonds, and other credentials required by law, contract or practice to perform the Work. The Proposer also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Proposer shall immediately notify JEA of status change.

We have received addenda N/A through N/A



\_\_\_\_\_  
Signature of Authorized Officer of Proposer or Agent  
Dean Cannon; President and Chief Executive Officer,  
Chair of Government Affairs  
\_\_\_\_\_  
Printed Name & Title

9/8/2020

\_\_\_\_\_  
Date

850-577-9090

\_\_\_\_\_  
Phone Number

## **CURRENT SCOPE OF WORK (RFP)**

Gray Robinson's services will include:

1. Assistance in developing and executing policy strategies at the state level;
2. Issue identification and analysis;
3. Advocacy on issues of importance to JEA;
4. Interaction with the administration, agencies, regulatory bodies, legislative bodies and committees on policies, actions, hearings, developing regulations and funding opportunities that may impact the utility or utility industry;
5. Serve as a liaison with state and regional industry and user interest groups on matters of mutual concern;
6. Coordinate between state issues/policies/regulations where appropriate; and
7. Provide issue summaries and reports as needed.
8. Experience focus areas should include:
  - Experience with water resource issues in Florida;
  - Experience with alternative water supplies such as reclaimed water, potable reuse, and aquifer recharge;
  - Experience with electric utility issues with a focus on issues facing municipal electric utilities including environmental, rate impacts, and other service issues;

## **EXPANDED SCOPE OF WORK**

9. Federal Representation of JEA on an as needed basis, to include coordination between Florida Delegation members, staff, as well as pertinent federal executive agencies:
  - Department of Interior
  - Department of Defense
  - Department of Energy
  - Federal Energy Regulatory Commission
10. Assistance scheduling JEA leadership trips to Washington, D.C. as it pertains to meetings as needed
11. Federal issue summaries and reports as needed

For the additional services listed above, Gray Robinson would seek an additional \$3,000 per month to our current monthly retainer of \$7,500 for a total of \$10,500.



## Formal Bid and Award System

Award #3      October 13, 2022

**Type of Award Request:** REQUEST FOR PROPOSALS (RFP)  
**Request #:** 550  
**Requestor Name:** Becker, Carl R. - Manager Benefits Services  
**Requestor Phone:** (904) 665-7985  
**Project Title:** Basic Life/Accidental Death & Dismemberment (AD&D), Voluntary Life/AD&D, Stand-alone Voluntary AD&D, Short Term Disability, Long Term Disability and Family Medical Leave Act (FMLA) Administration Services  
**Project Number:** Fully Insured and Self-Funded Pass Through  
**Project Location:** JEA  
**Funds:** Fully Insured and Self-Funded Pass Through  
**Award Estimate:** \$2,928,745.00

**Description of Request:**

The purpose of this Request for Proposals (this "RFP") is to evaluate and select one Insurance Company to offer Basic Life/AD&D, Voluntary Life/AD&D, stand-alone Voluntary AD&D, Short Term Disability, Long Term Disability to the eligible employees and retirees of JEA. JEA is requesting proposals from life/disability carriers which have an integrated FMLA administration platform. A single point of in-take for leave and disability claims is required.

**JEA IFB/RFP/State/City/GSA#:** 1410758047

**Purchasing Agent:** Elaine Selders

**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
STANDARD INSURANCE COMPANY	Jarod Hayer	Jarod.hayer@standard.com	4300 W. Cypress St., Suite 750 Tampa, FL 33607	813-878-0273	\$2,572,472.00

**Amount for entire term of Contract/PO:** \$2,572,472.00  
**Award Amount for remainder of this FY:** \$1,596,953.25  
**Length of Contract/PO Term:** One (1) Year w/Four (4) – 1 Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 01/01/2023  
**End Date (mm/dd/yyyy):** 12/31/2023  
**Renewal Options:** Yes - Four (4) – 1 Yr. Renewals  
**JSEB Requirement:** N/A – Optional

**BIDDERS:**

Name	Annual Amount	Score	Rank
STANDARD INSURANCE COMPANY	\$2,572,472.00	82.67	1
THE HARTFORD	\$2,598,226.00	77.33	2
SYMETRA LIFE INSURANCE COMPANY	\$2,690,091.00	72.50	3
METROPOLITAN LIFE INSURANCE COMPANY	Disqualified		
NEW YORK LIFE & ANNUITY CORP	Disqualified		
SECURIAN FINANCIAL	Disqualified		

**Background/Recommendations:**

The RFP was advertised on 07/26/2022 to the carrier market. At proposal opening on 08/02/2022, JEA received six (6) Proposals. Three (3) of the companies were disqualified as they did not provide pricing for all of the required services, or they did not meet the minimum qualifications. JEA utilized the expertise of Gallagher Benefit Services to administer and evaluate this RFP in compliance with JEA purchasing requirements. The evaluation criteria included (but were not limited to) the provider networks, benefit offerings, and premium rate guarantees. The Gallagher summary and evaluation results are attached as back-up.

A comparison of the incumbent benefit pricing for company provided Life and AD&D, represents an estimated savings of \$134,402.00 for the plan year. This is an approximate forty two percent (42%) savings on this singular benefit and an overall savings of twelve percent (12%) for all lines of coverages. These new rates are guaranteed for three (3) years. At the end of the three (3) year period, the JEA HR broker (currently Gallagher) will negotiate a favorable renewal rate for the remaining plan years in this contract term. Rate negotiations are based on historical loss ratios.

Voluntary Life/AD&D has also received a rate reduction in price of approximately \$54,662.00 which is passed on directly to employees through payroll contributions. These rates are also guaranteed for a three (3) year period and will be renegotiated for Plan Years 4 and 5.

Voluntary Supplemental AD&D remains the same and is a rate hold for three (3) years and this cost is also passed directly to employees through payroll contributions.

Voluntary Short-Term Disability (Options 1 and 2) have an overall rate reduction of 5.8%. The estimated savings is \$37,648.00 in the initial Plan Year and this benefit is paid solely by employees through payroll contributions. These new reduced rates are guaranteed for three (3) years and will be renegotiated for Plan Years 4 and 5.

Voluntary Long-Term Disability are age-band rated but the price has been reduced for each age-band criteria for an estimated savings of \$129,561.00 and will net an overall reduction to employees purchasing this benefit. The new rates are guaranteed for three (3) years and will be renegotiated for Plan Years 4 and 5.

Retiree Life rates remain the same with a three (3) year rate guarantee. New rates will be reviewed and renegotiated in Plan Years 4 and 5.

It should be noted JEA made the decision to not include FMLA administration services in this award. JEA will continue to use the existing informal contract to continue to provide these services.

1410758047 - Request approval to award a contract to Standard Insurance Company for Basic Life/Accidental Death & Dismemberment (AD&D), Voluntary Life/AD&D, Stand-alone Voluntary AD&D, Short Term Disability and Long-Term Disability Services in the amount of \$2,572,472.00, subject to the availability of lawfully appropriate funds.

**Manager:** Becker, Carl R. - Manager Benefits Services  
**Director:** Maillis, Patricia L. - Director, Employee Services  
**Chief:** Emanuel, L. David - Chief Human Resources Officer

**APPROVALS:**

<u>Stephen Datz</u>	10/13/2022
<b>Chairman, Awards Committee</b>	<b>Date</b>
<u>Stephanie M Nealy</u>	10/13/2022
<b>Budget Representative</b>	<b>Date</b>

**Basic Life/Accidental Death & Dismemberment (AD&D), Voluntary Life/AD&D, Stand-alone Voluntary AD&D, Short Term Disability, Long Term Disability and Family Medical Leave Act (FMLA) Administration Services RFP - 1410758047**

Vendor Rankings	C. Becker	W. Smith	D. Scott	Σ Rank	Rank
<b>Standard</b>	1	1	1	3	<b>1</b>
<b>Symetra</b>	3	3	3	9	<b>3</b>
<b>The Hartford</b>	2	2	2	6	<b>2</b>

C. Becker	Quotation of Rates (25 Points)	Premium Rate Guarantees (10 Points)	Plan Design ( 10 Points)	Claims, Timing & Service (25 Points)	Competence & Representatives (10 Points)	Technology (5 Points)	Proximity (Points) (5)	Financial Responsibility (10 Points)
<b>Standard</b>	20.5	10	10	14	3	1.5	3	10
<b>Symetra</b>	21.5	7	8	9	4	2	3	10
<b>The Hartford</b>	20.5	10	7	10	2	4	3	10

W. Smith	Quotation of Rates (25 Points)	Premium Rate Guarantees (10 Points)	Plan Design ( 10 Points)	Claims, Timing & Service (25 Points)	Competence & Representatives (10 Points)	Technology (5 Points)	Proximity (Points) (5)	Financial Responsibility (10 Points)
<b>Standard</b>	20.5	10	5	24	10	2	5	10
<b>Symetra</b>	21.5	7	5	17	9	4	5	10
<b>The Hartford</b>	20.5	10	5	21	6.5	5	5	10

D. Scott	Quotation of Rates (25 Points)	Premium Rate Guarantees (10 Points)	Plan Design ( 10 Points)	Claims, Timing & Service (25 Points)	Competence & Representatives (10 Points)	Technology (5 Points)	Proximity (Points) (5)	Financial Responsibility (10 Points)
<b>Standard</b>	20.5	10	10	22	10	2	5	10
<b>Symetra</b>	21.5	7	6	11	10	4	5	10
<b>The Hartford</b>	20.5	10	7	15	10	5	5	10

	Quotation of Rates (25 Points)	Premium Rate Guarantees (10 Points)	Plan Design ( 10 Points)	Claims, Timing & Service (25 Points)	Competence & Representatives (10 Points)	Technology (5 Points)	Proximity (Points) (5)	Financial Responsibility (10 Points)
<b>Overall Averages</b>								
<b>Standard</b>	20.50	10.00	8.33	20.00	7.67	1.83	4.33	10.00
<b>Symetra</b>	21.50	7.00	6.33	12.33	7.67	3.33	4.33	10.00
<b>The Hartford</b>	20.50	10.00	6.33	15.33	6.17	4.67	4.33	10.00

**JEA RFP #1410758047 – Basic Life/AD&D/Vol Life/AD&D/Standalone Vol AD&D/Short Term Disability/Long Term Disability/FMLA Administration and Company Leave of Absence**

**Background and Scope**

Gallagher Benefit Services was requested to provide a comprehensive RFP to solicit the market for a quality carrier for the lines of coverages stated above. The incumbent, The Standard, has been the chosen carrier for Plan Years 2018 through 2022. The Scope of Work for each line of coverage was to mirror the existing benefits as closely as possible and provide a competitive cost, which is shared amongst JEA and its covered employees as appropriate (by line of coverage). Six (6) large carriers responded and three (3) were evaluated and scored. One (1) carrier did not provide the requested coverages and was eliminated from scoring, one (1) carrier did not provide the Official Pricing Exhibit and was also eliminated from scoring and one (1) carrier did not meet the Minimum Qualifications. The three (3) carriers that did respond are a good representation of carriers in the benefit space and will provide a competitive analysis and a quality partner for the contract term.

**Carrier Response Summary and Comments**

**The Standard**, as the incumbent, offered many rate reductions showing their desire to continue to provide services to JEA. Their pricing was very strong and was more favorable on many of the lines of coverages and the areas that they were not were extremely marginal. Their responses to the Claim Adjudication, Timing Accuracy and Service Response were very favorable. They responded clearly to all the RFP questions and their response to the SLA and Performance Guarantees was based on JEA's actual account and not a Book of Business and they also established higher percentages at risk than the other respondents. Obviously, The Standard realizes the service situation that was previously addressed with FMLA administration (and the consequent terminating their services for this benefit) and would like the opportunity to show that they successfully administer this benefit for many other Florida Public entity clients. Their technology response was weak in that they do not have a website that is currently utilized for members. They indicate they have system enhancements in the upcoming 36 months that will provide additional services to include a member portal and digital uploading of forms. This should streamline their process. They offer service representation out of Tampa, Florida, which is close enough to Jacksonville to provide timely visits and meetings, as requested and necessary. Prior to COVID, The Standard was available onsite as needed. They meet the Minimum Qualifications.

**Symetra** provided a competitive price quote for all lines of coverages. Some stronger than others but mostly matching the incumbent pricing with the exception of their Long Term Disability age bands. Both their STD and LTD rates come with a caveat on the 3-year Rate Guarantee which provides them the right to adjust their rates after reviewing claims through 6/30/2025 (2 ½ years into the term). Other carriers did not have such a stipulation on their 3-year Rate Guarantees, which makes the other carrier's more favorable. Under FMLA Administration, they stated they do not provide Client Company Sponsored Leaves, which would make this a problem for JEA's current Leave Administration. Symetra's Claim Adjudication, Timing Accuracy and Service Response was also somewhat weak in answering the actual questions asked in the RFP. They did not accept the JEA SLA and Performance Guarantee form, which makes them not favorable. Their technology responses were strong and their Representative would be out of Tampa, Florida, which makes them accessible for meetings and visits to JEA.

**The Hartford** provided a somewhat competitive pricing quote with favorable Performance Guarantees. Their quote to provide FMLA Administration should not be considered firm at their quoted PEPM as they clearly state that they would need to review and that "Add'l fees will apply". Their Claim Adjudication, Timing Accuracy and Service Response was weak in that they do not track "hold times" for their member service unit call center (which I find odd) and they also were quite weak on their response to the JEA SLA

**JEA RFP #1410758047 – Basic Life/AD&D/Vol Life/AD&D/Standalone Vol AD&D/Short Term Disability/Long Term Disability/FMLA Administration and Company Leave of Absence**

and Performance Guarantee document. They will only look at this for their Book of Business and not JEA specific, which is not helpful or measurable. They also only put 1% of their premiums at risk (and again, measure it with Book of Business, which is not quantifiable). They do not agree to any subjective measurements. Their technology is strong and they offer online applications and member portals for claims review. Their service representative is out of Tampa, Florida and they would be available for onsite JEA meetings and requested visits as necessary.

**Overall**

The RFP Summary should provide adequate evaluation of carriers for the upcoming term to begin January 1, 2023. It is important to remember that this is a very large, multi-benefit package and will require significant implementation and a heavy lift to the HR Department to move from the incumbent with a quick runway for Open Enrollment. I would evaluate the current service level of The Standard and evaluate the respondents to make an educated choice to change carriers or renew with the incumbent. I would also keep in mind that the terms of the contract are 1-year with 4 renewable years so there is flexibility if JEA needed to exercise a mid-term review.

**FINAL**

After careful consideration and adhering to the specifications of the RFP, it was determined to be in JEA's sole best interests to continue the current arrangement with FMLA Source for Absence Management and continue with a separate carrier for the CORE benefits of Life/ADD/Vol Life/Vol ADD/Vol Standalone ADD/STD/LTD. The evaluation of the RFP based on the Scoring Matrix identified that The Standard provided the best outcome for benefits, rates and rate guarantees for Plan Year 2023 (with 4 renewable terms).



# Your Employee Benefits Proposal

**Prepared for:** JEA

**Presented by:** GALLAGHER - JACKSONVILLE

**Proposal Prepared on:**

July 26, 2022

**Proposed Effective Date:**

January 1, 2023

Life and AD&D Insurance

Additional Life & AD&D Insurance

Accidental Death and Dismemberment  
Insurance

Long Term Disability Insurance

Short Term Disability Insurance

Absence Management Services

Standard Insurance Company



## Life and AD&D Insurance

Handling a Life insurance claim takes a special touch. All of our Life benefits employees complete annual grief training helping them to empathize with beneficiaries and recognize when they need special attention. And we're focused on settling claims quickly: Our median calculation turnaround time in 2021 was 2 days for clean claims and 4 days for all claims (internal company data as of January 2022).

### Basic Plan 1: Covered Members

An active employee of the Employer working 20 or more hours per week.  
An active temporary employee of the Employer regularly working at least 10 hours per week.

- **Class 1:** JEA appointed Employees and JEA appointed ER
- **Class 2:** JEA Managerial and Confidential Employees and JEA Managerial and
- **Class 3:** Employees in the JEA IBEW, AFSCME and Northeast Florida Public Employees"
- **Class 4:** Employees in the JEA Supervisor Association in
- **Class 5:** Professional Employees, Association Employees, JEA Employment and
- **Class 6:** Temporary Members

	Basic			
	Class 1	Class 2	Class 3	Class 4
<b>Benefit Schedule</b>	3 x Annual Earnings	2 x Annual Earnings	1 x Annual Earnings	1 x Annual Earnings
<b>Rounding</b>	Up to next \$1,000	Up to next \$1,000	Up to next \$1,000	Up to next \$1,000
<b>Maximum Benefit</b>	\$500,000	\$350,000	\$350,000	\$350,000
<b>Guarantee Issue</b>	Full Benefit	Full Benefit	Full Benefit	Full Benefit
<b>AD&amp;D Benefit</b>	Matches Life Benefit	Matches Life Benefit	Matches Life Benefit	Matches Life Benefit
<b>Age Reduction Schedule</b>	None	None	None	None
<b>Employer Contribution</b>	100%	100%	100%	100%
<b>Minimum Participation</b>	100%	100%	100%	100%

	Basic	
	Class 5	Class 6
<b>Benefit Schedule</b>	1 x Annual Earnings	Flat \$5,000
<b>Rounding</b>	Up to next \$1,000	n/a
<b>Maximum Benefit</b>	\$350,000	n/a
<b>Guarantee Issue</b>	Full Benefit	Full Benefit
<b>AD&amp;D Benefit</b>	Matches Life Benefit	Matches Life Benefit
<b>Age Reduction Schedule</b>	None	None
<b>Employer Contribution</b>	100%	100%
<b>Minimum Participation</b>	100%	100%

## Life Highlights

	Basic
<b>Waiver of Premium</b>	Eligible to age 60 Waived to age 70 Age reductions apply
<b>Conversion</b>	Included
<b>Portability</b>	Included
<b>Repatiation Benefit</b>	Included
<b>Travel Assistance</b>	Included
<b>Life Services Toolkit</b>	Included

## AD&D Highlights

	Basic
<b>Loss of life</b>	100% (including disappearance and exposure)
<b>Loss of one hand or one foot</b>	50%
<b>Loss of sight of one eye</b>	50%
<b>Loss of speech</b>	50%
<b>Loss of hearing in both ears</b>	50%
<b>Any combination of the above losses</b>	100%
<b>Loss of thumb and index finger of same hand</b>	25%
<b>Quadriplegia</b>	100%
<b>Paraplegia</b>	50%
<b>Hemiplegia</b>	50%
<b>Seat Belt Benefit</b>	AD&D benefit payable up to \$10,000
<b>Air Bag Benefit</b>	AD&D benefit payable up to \$5,000
<b>Family Benefits Package</b>	Included
<b>Portability</b>	Included
<b>Occupational Assault Benefit</b>	50% of AD&D benefit up to \$25,000
<b>Public Transportation Benefit</b>	AD&D benefit payable up to \$200,000

## Additional Plan Design Details

- For Class 1, 2, 3, 4, 5: Commissions are not included in a member's annual earnings.
- An Accelerated Benefit is included. Terminally ill members may withdraw up to 75% of their Life benefit to a maximum of \$500,000 (when Basic Life and any Additional Life are combined).
- If Life is sold with Standard's LTD, then the LTD claim will initiate a claim for Standard's Life Waiver of Premium.
- The Family Benefits Package includes:
  - The Higher Education Benefit reimburses tuition expenses up to \$5,000 per child per year towards a 4-year college education for the deceased's children - not to exceed a cumulative total of \$20,000 or 25% of the AD&D benefit per child, whichever is less.
  - Career Adjustment Benefit reimburses tuition expenses up to \$5,000 per year to help a spouse to return to the workforce after the death of their spouse - not to exceed the cumulative total of \$10,000 or 25% of the AD&D benefit, whichever is less.
  - Child Care Benefit reimburses a family's child care expenses up to \$5,000 per year - not to exceed \$10,000 or 25% of the AD&D benefit, whichever is less.
- A hand and/or foot that is lost and later surgically reattached will still be considered a loss.
- Travel Assistance is included and provides assistance with pre-trip planning, medical assistance services, emergency transportation services, travel and technical assistance services and legal referral.
- The Life Services Toolkit is included and helps beneficiaries cope with grief and loss, get answers to legal questions, plan a memorial or a funeral, and address financial concerns. Additionally, all covered employees will have access to online will preparation and other estate planning documents as well as articles to help deal with identity theft, improve wellness and more.
- The AD&D Occupational Assistance service is included and provides access to a Workplace Possibilities (SM) Consultant who helps those with a specified accidental dismemberment return to productive work and life.
- All other provisions of the existing plan remain unchanged.
- All other provisions of the existing plan remain unchanged.

## Cost

	Basic
<b>Life</b>	
<b>Members</b>	2,005
<b>Volume</b>	\$276,685,000
<b>Rate: Per \$1,000</b>	.045
<b>Monthly Premium</b>	\$12,451
<b>AD&amp;D</b>	
<b>Members</b>	2,005
<b>Volume</b>	\$276,685,000
<b>Rate: Per \$1,000</b>	.010
<b>Monthly Premium</b>	\$2,767
<b>Total Billed Premium</b>	\$15,218
<b>Rate Guarantee</b>	3 years

## Assumptions

- Rates include electronic documents. Printed certificates are available for an additional cost.
- Rates assume a package sale.
- Rates assume billing is centralized in one location.
- The proposed rates assume coverage currently in force.
- Rates assume Additional Life is included.

## Conditions

- Member must be insured under Basic Life in order to be eligible for Basic AD&D.
- The elected benefit amount for Basic AD&D. must match the benefit amount for Basic Life.

## More Information

For additional information on the available features and benefits of Life and AD&D Insurance from The Standard, click here:  
<http://www.standard.com/group-life-add>

## Voluntary Plan 2: Covered Members

A JEA employee of the Employer who retired under the City of Jacksonville Pension Plan

	Voluntary
<b>Benefit Schedule</b>	Increments of \$5,000
<b>Rounding</b>	Up \$1,000
<b>Maximum Benefit</b>	\$15,000
<b>Minimum Benefit</b>	\$5,000
<b>Guarantee Issue</b>	Full Benefit
<b>Age Reduction Schedule</b>	None
<b>Employer Contribution</b>	0%
<b>Minimum Participation</b>	Greater of 50% or 10 lives

## Life Highlights

	Voluntary
<b>Waiver of Premium</b>	Not Included
<b>Conversion</b>	Included
<b>Portability</b>	Included
<b>Repatriation Benefit</b>	Included
<b>Travel Assistance</b>	Included
<b>Life Services Toolkit</b>	Included

## Additional Plan Design Details

- Commissions are not included in a member's annual earnings.
- An Accelerated Benefit is not included.
- If Life is sold with Standard's LTD, then the LTD claim will initiate a claim for Standard's Life Waiver of Premium.
- Travel Assistance is included and provides assistance with pre-trip planning, medical assistance services, emergency transportation services, travel and technical assistance services and legal referral.
- The Life Services Toolkit is included and helps beneficiaries cope with grief and loss, get answers to legal questions, plan a memorial or a funeral, and address financial concerns. Additionally, all covered employees will have access to online will preparation and other estate planning documents as well as articles to help deal with identity theft, improve wellness and more.
- Waiver of Premium is available upon request.
- All other provisions of the existing plan remain unchanged.
- All other provisions of the existing plan remain unchanged.

## Cost

	Voluntary
Life	
<b>Members</b>	932
<b>Volume</b>	\$7,450,000
<b>Rate: Per \$1,000</b>	4.125
<b>Monthly Premium</b>	\$30,731
<b>Rate Guarantee</b>	3 years

## Assumptions

- Final rates are subject to change if actual enrollment varies from the assumed enrollment of 58%
- Rates include electronic documents. Printed certificates are available for an additional cost.
- Rates assume a package sale.
- Rates assume billing is centralized in one location.
- The proposed rates assume coverage currently in force.

## Conditions

- Until coverage has been in force for two years (one year in Colorado, Missouri and North Dakota), death that results from suicide or other intentionally self-inflicted injury is not covered. This exclusion does not apply to plans written in Washington.
- Except as provided in the Additional Plan Design Details, we require evidence of insurability for:
  - Members who are eligible under the current plan but are not enrolled.
  - Individuals who enroll more than 31 days after they are first eligible for coverage.

## More Information

For additional information on the available features and benefits of Life Insurance from The Standard, click here:  
<http://www.standard.com/group-life-add>

## Additional Life & AD&D Insurance

### Covered Members

An active employee of the Employer working 20 or more hours per week.  
An active temporary employee of the Employer regularly working at least 10 hours per week.

	Employee	Spouse	Child
<b>Benefit Schedule</b>	Varies by Class; Matching Inforce Plans	Increments of \$5,000	Flat \$10,000
<b>Rounding</b>	Up to next \$1,000	n/a	n/a
<b>Maximum Benefit</b>	\$250,000	\$25,000	n/a
<b>Minimum Benefit</b>	\$50,000	\$10,000	n/a
<b>Guarantee Issue</b>	Full Benefit	Full Benefit	Full Benefit
<b>AD&amp;D Benefit</b>	Matches Life Benefit	Matches Life Benefit	Matches Life Benefit
<b>Age Reduction Schedule</b>	None	None	None
<b>Employer Contribution</b>	0%	0%	0%
<b>Minimum Participation</b>	20%	20%	20%

### Life Highlights

	Employee	Spouse	Child
<b>Waiver of Premium</b>	Eligible to age 60 Waived to age 70 Age reductions apply	Not Included	Not Included
<b>Conversion</b>	Included	Included	Included
<b>Portability</b>	Included	Included	Included

### AD&D Highlights

	Employee	Spouse	Child
<b>Loss of life</b>	100% (including disappearance and exposure)	100% (including disappearance and exposure)	100% (including disappearance and exposure)
<b>Loss of one hand or one foot</b>	50%	50%	50%
<b>Loss of sight of one eye</b>	50%	50%	50%
<b>Loss of speech</b>	50%	50%	50%
<b>Loss of hearing in both ears</b>	50%	50%	50%
<b>Any combination of the above losses</b>	100%	100%	100%
<b>Loss of thumb and index finger of same hand</b>	25%	25%	25%
<b>Quadriplegia</b>	100%	100%	100%

## AD&D Highlights (continued)

	Employee	Spouse	Child
<b>Paraplegia</b>	50%	50%	50%
<b>Hemiplegia</b>	50%	50%	50%
<b>Seat Belt Benefit</b>	Included	Included	Included
<b>Air Bag Benefit</b>	Included	Included	Included
<b>Portability</b>	Included	Included	Included
<b>Public Transportation Benefit</b>	Included	Included	Included

## Additional Plan Design Details

- Commissions are not included in a member's annual earnings.
- An Accelerated Benefit is included. Terminally ill members may withdraw up to 75% of their Life benefit to a maximum of \$500,000 (when Basic Life and any Additional Life are combined).
- An Accelerated Benefit is not available for dependents.
- Life insurance for dependents continues automatically, without premium payment, for five months after the death of the insured member.
- Dependents coverage includes child(ren) from live birth through age 25.
- A hand and/or foot that is lost and later surgically reattached will still be considered a loss.
- All other provisions of the existing plan remain unchanged.

## Cost



	Employee	Spouse
<b>Life</b>		
<b>Members</b>	676	617
<b>Volume</b>	\$92,194,000	\$12,155,000
<b>Rate: Per \$1,000</b>	.401	.314
<b>Monthly Premium</b>	\$36,970	\$3,817
<b>AD&amp;D</b>		
<b>Members</b>	676	617
<b>Volume</b>	\$92,194,000	\$12,155,000
<b>Rate: Per \$1,000</b>	.030	.035
<b>Monthly Premium</b>	\$2,766	\$425
<b>Total Billed Premium</b>	\$39,736	\$4,242
<b>Rate Guarantee</b>	3 years	3 years

	Child
	Elective: Paid by each Member electing coverage
<b>Life</b>	
<b>Members</b>	759
<b>Rate: Per \$1,000</b>	.203
<b>AD&amp;D</b>	
<b>Rate: Per \$1,000</b>	.035
<b>Rate Guarantee</b>	3 years

## Optional Features & Services

- Benefits in the expanded AD&D package include: public transportation, occupational assault, exposure, disappearance, quadriplegia, paraplegia and hemiplegia. In addition, the package includes coverage for the following losses: loss of thumb and index finger on the same hand, loss of speech or loss of hearing in both ears, loss of hand or foot even if surgically reattached.

## Assumptions

- Final Spouse Life rates are subject to change if actual enrollment varies from the assumed enrollment of 29%.
- Final Additional Life rates are subject to change if actual enrollment varies from the assumed enrollment of 32%.
- Rates include electronic documents. Printed certificates are available for an additional cost.
- Rates assume billing is centralized in one location.
- The proposed rates assume coverage currently in force.

## Conditions

- Additional Life can only be purchased in conjunction with Basic Life.
- Until coverage has been in force for two years (one year in Colorado, Missouri and North Dakota), death that results from suicide or other intentionally self-inflicted injury is not covered. This exclusion does not apply to plans written in Washington.
- Except as provided in the Additional Plan Design Details, we require evidence of insurability for:
  - Increases in elected benefit amounts from the current plan to this plan.
  - Members who are eligible under the current plan but are not enrolled.
  - Individuals who enroll more than 31 days after they are first eligible for coverage.
  - Increases in elected benefit amounts after initial enrollment.
- Member must be enrolled in both Basic Life and Additional Life to enroll in the Spouse Life plan.
- Member must be enrolled in both Basic Life and Additional Life to enroll in the Child Life plan.
- Dependents must be insured under Dependents Life in order to be eligible for AD&D.
- The elected benefit amount for Child AD&D. must match the benefit amount for Child Life.
- Member must be insured under Additional Life in order to be eligible for Additional AD&D.
- The elected benefit amount for Spouse AD&D. must match the benefit amount for Spouse Life.
- The elected benefit amount for Additional AD&D. must match the benefit amount for Additional Life.
- Spouse Life can't exceed 50% of member's enrolled benefit for Basic Life.

## More Information

For additional information on the available features and benefits of Dependent Life and AD&D Insurance from The Standard, click here:  
<http://www.standard.com/group-life-add>

## Accidental Death and Dismemberment Insurance

Support after an accidental death or severe injury can provide much-needed financial assistance through a difficult time. Our AD&D insurance includes a Family Benefits Package designed to help surviving family members maintain their standard of living and pursue their dreams.

### Covered Members

An active employee of the Employer working 20 or more hours per week.

	Voluntary AD&D Insurance	Employee+Family
	Employee	Family
<b>Benefit Schedule</b>	Choice of 1-5x of Annual Earnings, in increments of 1x	Spouse Only: 50% of employee's amount Child Only: 10% of employee's amount Spouse with Dependent children: 40% of employee's amount for spouse and 5% of employee's amount for each child
<b>Rounding</b>	Up to next \$1,000	n/a
<b>Maximum Benefit</b>	\$500,000	Spouse: Based on benefit schedule Child: \$50,000
<b>Minimum Benefit</b>	\$5,000	n/a
<b>Age Reduction Schedule</b>	To 65% at age 65 To 50% at age 70 To 35% at age 75	n/a
<b>Employer Contribution</b>	0%	0%
<b>Loss of life (including disappearance and exposure)</b>	100%	100%
<b>Loss of both hands, or both feet, or sight of both eyes</b>	100%	100%
<b>Loss of one hand and one foot</b>	100%	100%
<b>Loss of sight of one eye and either one hand or one foot</b>	100%	100%
<b>Loss of sight of one eye and loss of speech</b>	100%	100%
<b>Loss of sight of one eye and loss of hearing in both ears</b>	100%	100%
<b>Loss of either one hand or one foot and loss of speech</b>	100%	100%
<b>Loss of either one hand or one foot and hearing in both ears</b>	100%	100%
<b>Loss of speech and hearing in both ears</b>	100%	100%
<b>Loss of one hand or one foot, even if surgically reattached</b>	50%	50%
<b>Loss of sight of one eye</b>	50%	50%

	Voluntary AD&D Insurance	Employee+Family
	Employee	Family
<b>Loss of speech</b>	50%	50%
<b>Loss of hearing in both ears</b>	50%	50%
<b>Loss of thumb and index finger of same hand</b>	25%	25%
<b>Seat Belt Benefit</b>	AD&D benefit payable up to \$10,000	AD&D benefit payable up to \$10,000
<b>Air Bag Benefit</b>	AD&D benefit payable up to \$5,000	AD&D benefit payable up to \$5,000
<b>Family Benefits Package</b>	Included	n/a
<b>Repatriation Benefit</b>	Included	n/a

## Additional Plan Design Details

- This plan provides 24-hour coverage for accidents and dismemberments occurring on or off the job.
- The Family Benefits Package includes:
  - The Higher Education Benefit reimburses tuition expenses up to \$5,000 per child per year towards a 4-year college education for the deceased's children - not to exceed a cumulative total of \$20,000 or 25% of the AD&D benefit per child, whichever is less.
- Commissions are not included in a member's annual earnings.
- The Family Benefits Package includes:
  - Career Adjustment Benefit reimburses tuition expenses up to \$5,000 per year to help a spouse to return to the workforce after the death of their spouse - not to exceed the cumulative total of \$10,000 or 25% of the AD&D benefit, whichever is less.
  - Child Care Benefit reimburses a family's child care expenses up to \$5,000 per year - not to exceed \$10,000 or 25% of the AD&D benefit, whichever is less.
- AD&D insurance for dependents continues automatically, without premium payment, for five months after the death of the insured member.
- Dependents coverage includes child(ren) from live birth through age 25.
- The AD&D Occupational Assistance service is included and provides access to a Workplace Possibilities (SM) Consultant who helps those with a specified accidental dismemberment return to productive work and life.
- All other provisions of the existing plan remain unchanged.

## Cost

	Voluntary AD&D Insurance	Employee+Family
	Employee	Employee + Family
<b>Members</b>	329	539
<b>Volume</b>	\$80,210,000	\$171,140,000
<b>Rate: Per \$1,000</b>	.032	.048
<b>Monthly Premium</b>	\$2,567	\$8,215
<b>Rate Guarantee</b>	3 years	2 years

## Assumptions

- Final rates are subject to change if actual enrollment varies from the assumed enrollment of 41%
- Rates include electronic documents. Printed certificates are available for an additional cost.
- Rates assume a package sale.
- Rates assume billing is centralized in one location.
- The proposed rates assume coverage currently in force.

## Conditions

- The minimum number of lives for this plan is 10 enrollees.
- Members must be insured under AD&D to elect AD&D for their dependents.
- Spouse or child benefits cannot exceed 100% of the member's benefit.
- Child(ren) amounts may not exceed \$50,000.

## More Information

For additional information on the available features and benefits of Accidental Death and Dismemberment Insurance from The Standard, click here: <http://www.standard.com/group-add>

## Long Term Disability Insurance

Protect your employees' income and your company's bottom line. This insurance comes with innovative resources designed to help you build a more productive workplace. Our Workplace Possibilities(SM) program, included at no extra cost, helps employees stay on the job and return to work sooner. While not all claims can be shortened, our customers are currently experiencing anywhere from a 10% to a 25% reduction in disability days who participate in the Workplace Possibilities Program. That's just one example of how we add real value as your partner.

### Covered Members

A regular employee of the Employer working 30 or more hours per week.

	Enhanced LTD
<b>Benefit Schedule</b>	60%
<b>Insured Predisability Earnings</b>	\$8,333
<b>Maximum Monthly Benefit</b>	\$5,000
<b>Minimum Monthly Benefit</b>	\$100
<b>Benefit Waiting Period</b>	180 Days
<b>Maximum Benefit Period</b>	To SSNRA
<b>Guarantee Issue Benefit Amount</b>	Full Benefit
<b>Employer Contribution</b>	0%
<b>Minimum Participation</b>	Greater of 25% or 10 lives
<b>Taxability of Benefits</b>	Non-Taxable
<b>Own Occupation Period</b>	24 Months
<b>Partial/Residual Disability</b>	Included
<b>Preexisting Condition Period</b>	3/12
<b>Mental &amp; Nervous Limitation</b>	24 months
<b>Substance Abuse Limitation</b>	24 months
<b>Return to Work Incentive</b>	24 months
<b>Employee Assistance Program</b>	Included: 3 face-to-face

## Additional Plan Design Details

- An Assisted Living Benefit (ALB) is an additional benefit up to a separate monthly maximum of \$5,000, which provides a total benefit equal to 80% of insured income replacement, if a disabled member is unable to perform two or more activities of daily living and/or suffers from severe cognitive impairment lasting 90 days or more.
- The own occupation definition of disability requires an earnings loss OR an inability to perform the material duties of the own occupation.
- The Standard pays the employer's matching FICA and Medicare taxes and prepares W-2s for members receiving LTD benefits.
- The plan includes the Workplace Possibilities(SM) program, an innovative approach to addressing and reducing the causes of absence and disability - with innovative tools and resources designed to help keep your employees productive and on the job.
- This coverage includes a \$25,000 Reasonable Accommodation Expense Benefit, which reimburses employers for workplace modifications that enable employees to return to or remain at work. The Reasonable Accommodation Expense Benefit is separate from the LTD claim payment.
- A Rehabilitation Plan Benefit is included, which increases the LTD benefit amount by 10% of predisability earnings, not to exceed the maximum benefit, when member is participating in an approved rehabilitation plan. This benefit will also assist in paying for approved expenses incurred by a disabled member a part of an approved rehabilitation plan.
- Survivors Benefit pays a lump sum equal to 3 times the non-integrated LTD benefit.
- Continuity of Coverage.
- The limitations included in the policy are per-occurrence limitations.

## Cost

Enhanced LTD					
<b>Members</b>	1,380				
<b>Volume</b>	\$9,443,683				
<b>Rate: Percent of earnings</b>	Lives	Age	Rate	Volume	Premium
	23	0-24	.097	\$92,112	\$89
	73	25-29	.110	\$351,926	\$387
	132	30-34	.173	\$803,359	\$1,390
	200	35-39	.257	\$1,348,027	\$3,464
	196	40-44	.398	\$1,362,202	\$5,422
	180	45-49	.630	\$1,289,186	\$8,122
	213	50-54	.943	\$1,576,689	\$14,868
	213	55-59	1.145	\$1,541,529	\$17,651
	150	60-999	1.187	\$1,078,653	\$12,804
<b>Monthly Premium</b>					\$64,197
<b>Rate Guarantee</b>					3 years

## Assumptions

- Final rates are subject to change if actual enrollment varies from the assumed enrollment of 65%
- Sick leave pay will not be used as deductible income unless the LTD benefit plus the sick leave pay exceeds 100% of indexed predisability earnings. Only the excess above 100% will be used as deductible income.
- Workers' compensation benefits will be considered deductible income.
- Benefits received from individual disability plans will not be used as deductible income.
- Primary and dependents Social Security benefits will be used as deductible income.
- Rates assume members participate in Social Security.
- Rates include electronic documents. Printed certificates are available for an additional cost.
- Rates assume a package sale.
- Rates assume billing is centralized in one location.
- All other provisions of the existing plan remain unchanged.

## Conditions

- We require evidence of insurability for:
  - Members who enroll more than 31 days after they are first eligible for coverage.
  - Members eligible under the current plan but not enrolled.
- The "prudent person" requirement in the preexisting condition exclusion has been removed.
- Rate assumes that coverage is currently in force.



## Conditions (continued)

- Confirmation that you participate in Social Security is required.
- STD benefit payments end once the disabled member begins to receive LTD benefits.

## More Information

For additional information on the available features and benefits of Long Term Disability Insurance from The Standard:

Click here for California: <http://www.standard.com/ca-group-long-term-disability>

Click here for all other states: <http://www.standard.com/group-long-term-disability>

## Short Term Disability Insurance

When it comes to handling Short Term Disability claims, our team of experts is standing by. Our claims examiners have been with us for an average of 6 years, and our nurse case managers boast an average tenure of 8 years (internal company data as of July 31, 2018). With this kind of expertise, we can typically render our initial claim decision in just 3-5 days, because the last thing a claimant needs is a delay.

### Covered Members

A regular employee of the Employer working 30 or more hours per week.

	Voluntary STD Option 1	Voluntary STD Option 2
<b>Benefit Schedule</b>	60%	60%
<b>Insured Predisability Earnings</b>	\$1,250	\$1,667
<b>Maximum Weekly Benefit</b>	\$750	\$1,000
<b>Minimum Weekly Benefit</b>	\$15	\$15
<b>Benefit Waiting Period Accident</b>	7 Days	14 Days
<b>Benefit Waiting Period Sickness</b>	7 Days	14 Days
<b>Maximum Benefit Period</b>	25 Weeks	24 Weeks
<b>Guarantee Issue</b>	Full Benefit	Full Benefit
<b>Employer Contribution</b>	0%	0%
<b>Minimum Participation</b>	Greater of 25% or 10 Lives	Greater of 25% or 10 Lives
<b>Taxability of Benefits</b>	Non-Taxable	Non-Taxable
<b>Partial/Residual Disability</b>	Included	Included
<b>Temporary Recovery</b>	90 Days	90 Days
<b>Maternity</b>	Covered the same as any other illness	Covered the same as any other illness

### Additional Plan Design Details

- Health Advocate(TM) services included. This service is available to short term disability claimants to assist with managing healthcare benefits for the duration of their claim.
- This is a non-occupational plan providing coverage for disabilities occurring off the job.
- The Standard prepares W-2s for members receiving benefits.
- Evidence of Insurability is required for members who enroll more than 31 days after they are first eligible for coverage.
- STD benefits are no longer payable once an insured member begins receiving LTD benefits.
- All other provisions of the existing plan remain unchanged.
- Members can be enrolled under Option 1 or Option 2, but not both.

## Cost

	Voluntary STD Plan 2	Voluntary STD Plan 3
<b>Members</b>	682	764
<b>Volume</b>	\$487,973	\$699,441
<b>Rate: Per \$10 of Benefit</b>	.433	.377
<b>Monthly Premium</b>	\$21,129	\$26,369
<b>Rate Guarantee</b>	3 years	3 years

## Assumptions

- Sick leave will not be used as deductible income unless the STD benefit plus the sick leave exceeds 100% of indexed predisability earnings. Only the excess above 100% will be used as deductible income.
- Final rates are subject to change if actual enrollment varies from the assumed enrollment of 68%
- Rates include electronic documents. Printed certificates are available for an additional cost.
- Rates assume a package sale.

## Conditions

- We require evidence of insurability for:
  - Members who enroll more than 31 days after they are first eligible for coverage.
- Rate assumes coverage currently in force.
- STD benefits may be reduced by deductible income.
- State Disability and/or Own Medical Leave Benefits under Paid Family Medical Leave laws are considered deductible income.

## More Information

For additional information on the available features and benefits of Short Term Disability Insurance from The Standard: <http://www.standard.com/group-short-term-disability>

Click here for California: <http://www.standard.com/ca-short-term-disability>

Click here for all other states: <http://www.standard.com/group-short-term-disability>

## Absence Management Services

Our Absence Management Services solution utilizes an in-house platform on which to integrate the intake, management and reporting of Family and Medical Leave (FML) and other types of leave. When applicable, Short Term Disability (STD) and very short elimination period Long Term Disability (LTD) claims can also be integrated with the concurrent leave.

Absence Management Services	
<b>Leave Options</b>	
<b>Family and Medical Leave (FML)</b>	Federal, State and USERRA Leaves
<b>Company-Specific Leave</b>	Including but not limited to; personal or medical leave, bereavement, jury duty, voting, and sabbaticals
<b>Absence Management Service Center</b>	
<b>Single Point of Intake for Leaves and Claims</b>	Your employees can report all leaves, including STD and LTD when applicable, in a single point of intake using our web portal, available 24/7, or by calling our Absence Management Service Center from 8 am to 8 pm EST
<b>Communication with Employer</b>	We email you when an employee submits a leave request and will communicate with you throughout the employee leave process
<b>Communication with Employee</b>	We send letters or emails to employees to inform them of eligibility, communicate leave determination or request additional information
<b>Superior Customer Service</b>	
We provide industry-recognized expertise and take pride in earning and keeping customer business by offering dedicated, caring and attentive service to all our customers	
<b>Call Recording</b>	All incoming and outgoing calls related to Absence Management can be recorded and provided to employers upon request, subject to regulatory limitations
<b>Satisfaction Surveys</b>	Employer and employee satisfaction surveys can be performed on a regular basis to measure overall customer experience
<b>Reporting</b>	
One of the most important aspects of integrated absence management is the insight that can be provided to you about your employee leaves	
<b>Employee Level Reports</b>	To help you identify irregular leave patterns, greater than average leave usage, highest physician approval, etc
<b>Summary Reports</b>	Absence Summary, Incidence Summary, Physician Summary and Detail Reports
<b>Detailed Implementation Process</b>	
To ensure that your specific needs are met, a detailed implementation plan will be shared with you. In addition to our regular services, certain customizations may be accommodated at an additional cost.	
<b>Customized Phone Numbers</b>	We can offer dedicated phone numbers for your employees as well as help you keep existing toll free phone numbers in order to minimize disruption upon change of leave management provider
<b>Customized Intake Scripts</b>	In addition to the questions asked to fulfill the employees leave request, information can be gathered at the time of intake to accommodate specific circumstances or reporting needs
<b>Customized Correspondence</b>	Changes can be made to the letters and emails sent to you and your employees to reflect company-specific information
<b>Customized Reporting</b>	We can modify our typical reports to meet your specific reporting needs, within regulatory guidelines

## Service Details

- We offer a Performance Guarantee.
- Pricing is based on specific data and format requirements. If these requirements are not fully met, additional fees may be assessed and service interruptions could occur. The data and format requirements include a complete electronic eligibility data feed as well as a historical file in a standard format for the transfer of existing leaves (if applicable). Documents outlining the detailed requirements are available upon request.
- The Health Advocacy Solution is provided in partnership with Health Advocate(TM), the nation's leading healthcare advocacy and assistance company. Health Advocate provides personal health advocates to members to help them understand their medical benefits, locate physicians and resolve billing and claims issues. This service can be added for \$1.00 per employee per month. This service is only available when STD, LTD or Life is offered.
- One-time fees for takeover leaves and additional data feeds apply at both time of new sale and at time of acquisition(s), if applicable.
- The takeover of open claims refers to FML or other open leaves only. It does not include STD, which is handled separately.
- 120-day implementation timeline.

## Cost

	Absence Management Services
<b>Number of Covered Employees</b>	2,005
<b>Assumed Incidence Rate</b>	20%
<b>Per Employee Per Month (PEPM)</b>	\$2.70
-Federal FML	Included In PEPM
-State Leaves	Included In PEPM
-One Recurring Data Feed	Included In PEPM
<b>Rate Guarantee</b>	3 years
<b>One-Time Implementation Fee</b>	\$0

## Optional Features & Services

	Absence Management Services
<b>Company-Specific Leaves / Each Additional Leave</b>	\$.080 PEPM
<b>Additional Data Feeds Sent to The Standard</b>	\$1,500 Per Data Feed
<b>Takeover of Open Claims</b>	\$150 Per Claim not to exceed a total cost of \$7,500
<b>Health Advocacy Solution (PEPM)</b>	\$1.00 PEPM. With STD, LTD or Life

- One company-specific leave is included in the total rate at no additional cost. Management of any additional company-specific leaves will be at the PEPM price indicated.

## More Information

For additional information on the available features and benefits of Absence Management Services from The Standard, click here:  
<http://www.standard.com/absence-management>



## Producer Compensation Disclosure

We recognize the valuable role of insurance advisors, consultants and brokers ("producers") in helping their clients design an employee benefits program, and we support reasonable and fair compensation for these services. Producers may be eligible to receive compensation from The Standard.

The commission quoted in this proposal are noted below. Additionally, fees for administrative, marketing or consulting services may apply. If applicable, fees are noted below.

No commissions included for Additional Life Plan 1, Dependent Life and AD&D Plan 1, Dependent Life and AD&D Plan 1, Life Plan 2, Normal commission scale ([www.standard.com/financial-professional/insurance-benefits/compensation](http://www.standard.com/financial-professional/insurance-benefits/compensation)) included for and Standalone AD&D Plan 3.

Unless participation is declined by the producer or client, contingent compensation is additional compensation that may also be paid and is dependent on the satisfaction of one or more minimum requirements, such as a specified amount of new premium volume or persistency in connection with the producer's block of business. For information about our customary producer rewards program visit [www.standard.com/financial-professional/insurance-benefits/compensation](http://www.standard.com/financial-professional/insurance-benefits/compensation). Some producers may have a contingent compensation arrangement that differs from our customary program. Please consult with your producer for additional details.

## About This Employee Benefits Proposal

We appreciate the opportunity to provide you with this benefit and cost summary proposal from The Standard. This document outlines certain important features of the group insurance coverages available. This is not a contract or an offer to contract for such coverages. Detailed information about other important features of the coverage proposed is available on request. Just ask your broker/consultant or your representative at The Standard.

A completed application must be submitted before a group can be considered for coverage. Insurance will be effective after the application is accepted by The Standard. If approved, we will issue a contract containing our customary language. It will not duplicate policy language from another carrier. The group contract will contain provisions and defined terms not described in this Employee Benefits Proposal. The group contract will control if there are discrepancies between it and this proposal.

This benefit and cost summary proposal expires on October 24, 2022, unless replaced or withdrawn by The Standard.

The proposed premium rate and plan design for each coverage are based on the underwriting data received by The Standard. Final premium rates and plan provisions will be determined by The Standard on the basis of: applicable state laws, policyholder contributions, confirmation of occupations, the actual composition of the group of persons who will become insured and our current underwriting rules and practices.

## Financial Strength Ratings

For information about our Financial strengths ratings visit [www.standard.com/about](http://www.standard.com/about)



## Formal Bid and Award System

Award #4    October 13, 2022

**Type of Award Request:** INVITATION FOR BID (IFB)  
**Request #:** 549  
**Requestor Name:** McDermet, David. - Water Wastewater Engineer  
**Requestor Phone:** (904) 489-5134  
**Project Title:** Lakeshore Water Treatment Plant Reservoir Rehabilitation  
**Project Number:** 8007620  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$4,043,940.00

**Scope of Work:**

The scope of the project is to provide construction services for rehabilitation of two (2) ground storage water reservoirs at the Lakeshore Water Treatment Plant located at 2113 Hamilton Street. Reservoir "A" is a 2.0 million gallon (MG) reservoir structure and Reservoir "B" is a 1.0 MG reservoir structure.

The Lakeshore Water Treatment Plant was originally constructed in the 1950s. The ground water storage tanks interior have been degrading and are in need of rehabilitation and recoating.

**JEA IFB/RFP/State/City/GSA#:** 1410802846  
**Purchasing Agent:** King, David  
**Is this a Ratification?:** No

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.	Lauren Atwell	latwell@petticoat-schmitt.com	6380 Philips Hwy. Jacksonville, FL 32216	(904) 751-0888	\$6,996,162.90

**Amount for entire term of Contract/PO:** \$6,996,162.90  
**Award Amount for remainder of this FY:** \$3,472,690.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date:** 01/04/2023  
**End Date:** Project Completion (Estimated: July 2024)  
**JSEB Requirement:** N/A - Optional

**BIDDERS:**

Name	Amount
PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.	\$6,996,162.90
SAWCROSS, INC.	\$7,065,311.00

**Background/Recommendations:**

Advertised on 07/20/2022. Six (6) prime contractors attended the initial mandatory pre-bid meeting held on 08/02/2022. At Bid opening on 09/13/2022, JEA received two (2) Bids. One of the non-bidding firms, CGC, Inc., chose not to submit a bid project due to their current schedule and workload. Petticoat-Schmitt Civil Contractors, Inc. is the lowest responsive and responsible Bidder. A copy of the Bid Form and Workbook are attached as backup.

The award amount of \$6,996,162.90 is approximately 73% higher than the budget estimate. The most current engineering estimate was updated May 25, 2022. A review of the bid workbook finds that current market conditions, the lack of local construction companies, and the workload of both bidders factored into the increased bid price. The bid price was reviewed by JEA estimating and project staff and deemed reasonable in the current market conditions.

Request approval to award a contract to Petticoat-Schmitt Civil Contractors Inc. for construction services for the Lakeshore Water Treatment Plant Reservoir Rehabilitation project in the amount of \$6,996,162.90, subject to the availability of lawfully appropriated funds.

**Manager:** Phillips, Brian R. - Mgr W/WW Project Management  
**Director:** Conner, Sean M. - Dir W/WW Project Engineering & Construction  
**VP:** Melendez-Melendez, Pedro A. - VP Planning Engineering & Construction

**APPROVALS:**

Stephen Datz 10/13/2022

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

Stephanie M Healy 10/13/2022

**Budget Representative** **Date**

Appendix B - Bid Forms  
1410802846 Lakeshore Water Treatment Plant Reservoir Rehabilitation

Submit the Bid electronically as described in section 1.1.3 of the Solicitation.

Company Name: Petticoat-Schmitt Civil Contractors, Inc.

Company's Address: 6380 Philips Hwy., Jacksonville, FL 32216

License Number: CGC #057651;

Phone Number: (904) 751-0888 FAX No: (904) 751-0988 Email Address: latwell@petticoatschmitt.com

**BID SECURITY REQUIREMENTS**

- ☐ None required  
☒ Certified Check or Bond (Five Percent (5%))

**TERM OF CONTRACT**

- ☐ One Time Purchase  
☐ Annual Requirements  
☒ Other, Specify - Project Completion

**SAMPLE REQUIREMENTS**

- ☒ None required  
☐ Samples required prior to Bid Opening  
☐ Samples may be required subsequent to Bid Opening

**SECTION 255.05, FLORIDA STATUTES CONTRACT BOND**

- ☐ None required  
☒ Bond required 100% of Bid Award

**QUANTITIES**

- ☐ Quantities indicated are exacting  
☒ Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.

**INSURANCE REQUIREMENTS**

Insurance required

**PAYMENT DISCOUNTS**

- ☐ 1% 20, net 30  
☐ 2% 10, net 30  
☐ Other \_\_\_\_\_  
☒ None Offered

**ENTER YOUR BID FOR SOLICITATION 1410802846**

**TOTAL BID PRICE**

**Total Bid Price**  
(enter total from cell F25 in the Bid Workbook)

**\$ 6,996,162.90**

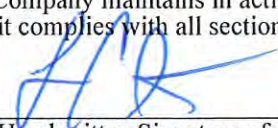
☒ I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

**BIDDER CERTIFICATION**

By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidding Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict of Interest and Ethics) of this Solicitation.

We have received addenda

1 through 5

  
Handwritten Signature of Authorized Officer of Company or Agent

9/13/22  
Date

Lauren C. Atwell, COO  
Printed Name and Title

**1410802846 Appendix B - Bid Workbook**  
**Lakeshore Water Treatment Plant Reservoir Rehabilitation**  
(Only complete the Prices in Yellow Cells)

				Company:	<b>Petticoat-Schmitt Civil Contractors</b>	
Item No.	Est. Qty.	Unit	Description	Unit Price	Extended Price	
1	1	LS	Mobilization	\$307,000.00	\$307,000.00	
2	900	LF	All Work Associated with Wall Leak Repairs	\$85.00	\$76,500.00	
3	60	SF	All Work Associated with Deep Concrete Repairs	\$504.00	\$30,240.00	
4	240	SF	All Work Associated with Shallow Concrete Repairs	\$200.00	\$48,000.00	
5	1,360	LF	All Work Associated with Beam Repairs	\$658.00	\$894,880.00	
6	1	LS	All Other Work Associated with the Lakeshore WTP Reservoir A Rehabilitation.	\$3,464,000.00	\$3,464,000.00	
7	1	LS	All Other Work Associated with the Lakeshore WTP Reservoir B Rehabilitation.	\$1,430,000.00	\$1,430,000.00	
<b>Cash Allowances</b>						
Item No.	Est. Qty.	Unit	Description	Unit Price	Extended Price	
8	9	Weeks	Weekly Standby Time	\$4,900.00	\$44,100.00	
9	1	LS	Supplemental Work Allowance (SWA)	\$243,750.00	\$243,750.00	

SUBTOTAL \$6,538,470.00

	%		
GENERAL/SPECIAL CONDITIONS (MAX. 10% OF SUBTOTAL)	7%	\$	457,692.90

<b>TOTAL BID PRICE (Subtotal plus General Conditions/Special Conditions, inclusive. Transfer total to Page 1 Appendix B - Bid Form)</b>	<b>\$6,996,162.90</b>
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## Formal Bid and Award System

Award #5 October 13, 2022

**Type of Award Request:** CONTRACT INCREASE/RATIFICATION**Request #:** 594**Requestor Name:** Gonzalez Vargas, Freddy - Mgr Wastewater Treatment and Reuse**Requestor Phone:** (904) 665-8885**Project Title:** Buckman Water Reclamation Facility (WRF) Biosolids Dryer Cleaning Services**Cost Center:** HW30140, HW30134**Project Location:** JEA**Funds:** O&M**Budget Estimate:** N/A**Scope of Work:**

This award is for industrial cleaning services for the Buckman WRF which are preventative in nature as well as unplanned events, such as clogs and outages.

**JEA IFB/RFP/State/City/GSA#:** Single Source**Purchasing Agent:** King, David**Is this a Ratification?:** YES (\$118,829.00)**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
UNIVERSAL SERVICE, INC.	Tommy Freeman	universalserviceinc@comcast.net	506 Gibson Pond Rd, Chattanooga, TN, 37421	(423) 892-8335	\$234,056.36

**Amount of Original Award:** \$300,000.00**Date of Original Award:** 03/09/2022**Contract Increase Amount:** \$234,056.36**New Not-To-Exceed Amount:** \$534,056.36**Begin Date:** 03/09/2022**End Date:** 01/31/2023**JSEB Requirement:** N/A - Optional**Background/Recommendations:**

Work was originally authorized in a single source Purchase Order on 11/10/2021 for industrial cleaning services at the Buckman WRF. The specific requirements of the dryer at Buckman makes it difficult to find qualified vendors. At the time on initial award, only Universal Service had the equipment and manpower locally to perform the ongoing cleaning and do the work in a timely manner. After several years, there is new interest from companies that claim to have the appropriate equipment and ability to perform the work. Therefore, JEA is currently advertising these services (Solicitation 1410860046, opening on 10/25/2022) to increase participation.

The biosolids-related activities at Buckman WRF are unique within JEA wastewater treatment facilities. Biosolids buildup in and on the dryer and require periodic removal. For several years, and after having several companies look at the dryer and attempt to clean it, it was determined that Universal Service was the only local company that could provide specialized work such as 10,000 psi, 20,000 psi, and 40,000 psi water blasting services, vacuum services, and industrial cleaning services. These services are needed for polymer spill collection, dust collection, material spill collection and the unclogging of lines on various components such as the pump, centrate lines and the digester. Additionally, to prevent the unplanned shutdowns and environmental compliance, Universal Service can respond within 4-8 hours or less of being dispatched. When the biosolids build up, the dryer needs to be shut down to be cleaned, which creates a backlog of biosolids materials. Having a company that can perform all of the services in a timely manner, reduces the downtime on the dryer and prevents the compromise of the entire system that treats the majority of Duval, Nassau and St Johns Counties' wastewater.

Spend has increased year over year due to struvite buildup in the sludge lines, which has caused increased maintenance needed to prevent equipment failure. Additionally, the FY22 spend increased further due to the dryer shutdown in September 2022, to upgrade to a new dryer.

It is projected that this contract needs to remain in place for four months of work until the new contract is in place.

Increase amount breakdown:

\$118,829.00	Cleaning services already performed, ratification
\$115,227.36	Additional services needed for the next four months, until new contract is awarded, this is based on a historical average spend of \$28,806.84/month
<b>\$234,056.36</b>	<b>Total increase request</b>

Request approval of a contact increase to Universal Service, Inc., for cleaning services at the Buckman WRF Biosolids dryer equipment in the amount of \$234,056.36 (including \$118,829.00 in ratification), for a new not-to-exceed amount of \$534,056.36, subject to the availability of lawfully appropriated funds.

**Director:** Sgambettera, John J. - Dir WW & Reuse Treatment

**VP:** Vu, Hai X., - VP Water Wastewater Systems

#### APPROVALS:

Stephen Datz 10/13/2022

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

Stephanie M Realy 10/13/2022

**Budget Representative** **Date**

# ***Certification of Single Source or Emergency Procurement***

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

## **3-112 Single Source**

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

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

## **3-113 Emergency Procurements**

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

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

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

### **Please provide the following information:**

#### **1. Vendor Name:**

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#### **2. Description of Services or Supplies provided by Vendor:**

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**3. Certification:**

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

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

\_\_\_\_\_ **Single Source Procurement.** Please state which subsection of Section 3-112 above applies to this Single Source Procurement: \_\_\_\_\_

OR

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

\_\_\_\_\_  
**Signature of JEA Business Unit Manager**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name of JEA Business Unit Manager**

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



## Formal Bid and Award System

Award #6 October 13, 2022

**Type of Award Request:** INVITATION FOR BID (IFB)

**Requestor Name:** Ralph, Mark

**Requestor Phone:** (904) 855-9361

**Project Title:** Mandarin Water Reclamation Facility (WRF) Sludge Holding Tanks Rehabilitation

**Project Number:** 8006811

**Project Location:** JEA

**Funds:** Capital

**Budget Estimate:** \$2,800,000.00

**Scope of Work:**

The work includes interior and exterior concrete surface repairs to two (2) existing concrete sludge holding tanks with aluminum dome covers. Repairs will be made one tank at a time to ensure existing sludge handling operations are maintained.

The sludge holding tanks, 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 thickened sludge holding tank interior liner is failing and needs replacement – the waste sludge holding tank interior liner will be inspected to determine if it needs replacement. The existing seals between the aluminum domes and tank walls have deteriorated, and other components of the roof domes need rehabilitation to extend tank life and eliminate further deterioration.

**JEA IFB/RFP/State/City/GSA#:** 1410805246

**Purchasing Agent:** Rix, Lynn W.

**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
WILLIAMS INDUSTRIAL SERVICES, LLC	Jason Arnett	jarnett@wisgrp.com	491 Pickettville Rd., Jacksonville, FL 32220	(904) 696-9994	\$2,861,995.23

**Amount for entire term of Contract/PO:** \$2,861,995.23

**Award Amount for remainder of this FY:** \$2,651,995.23

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

**Begin Date:** 01/22/2023

**End Date:** Project Completion (Expected: February 2024)

**JSEB Requirement:** Three Percent (3%) Requirement

**Comments on JSEB Requirements:**

Spencer Construction & Engineering (Concrete Demolition) - 3%

**BIDDERS:**

Name	Bid Amount
WILLIAMS INDUSTRIAL SERVICES, LLC	\$2,861,995.23
SAWCROSS, INC.	\$3,705,300.00

**Background/Recommendations:**

Advertised on 07/21/2022. Four (4) prime contractors attended the mandatory pre-bid meeting held on 08/03/2022. At the bid opening on 09/20/2022, JEA received two (2) Bids. Other potential bidders cited too much work as a reason for not participating. Williams Industrial Services, LLC is the lowest responsive and responsible Bidder. A copy of the Bid Form and Workbook are attached for reference.

When comparing the two received Bids, the largest differences in costs were associated with the concrete repair unit costs. Sawcross, Inc.'s higher unit costs were the major contributor to the approximate 30% difference in Bid amounts.

The \$2,861,995.23 award amount is approximately 2% above the budget estimate. The higher costs are associated with materials, labor and installation items when compared to the 100% estimate prepared by the engineer. The bid amount was reviewed by JEA and deemed reasonable when compared to similar construction projects.

1410805246 – Request approval to award a contract to Williams Industrial Services, LLC for construction services for Mandarin WRF Sludge Holding Tanks Rehabilitation project in the amount of \$2,861,995.23, subject to the availability of lawfully appropriated funds.

**Manager:** Doherty, Peter F. - Senior Manager, W/WW Project Management

**Director:** Conner, Sean M. - Dir W/WW Project Engineering & Construction

**VP:** Melendez-Melendez, Pedro A. - VP Planning Engineering & Construction

**APPROVALS:**

Stephen Datz 10/13/2022

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

Stephanie M Nealy 10/13/2022

**Budget Representative** **Date**

Addendum 4 - Appendix B - Bid Forms  
1410805246 Mandarin Water Reclamation Facility (WRF) Sludge Holding Tanks Rehabilitation

Submit the Bid electronically as described in section 1.1.3 of the Solicitation.

Company Name: Williams Industrial Services, LLC

Company's Address: 491 Pickettville Rd, Jacksonville, FL 32220

License Number: CGC1509613

Phone Number: 904-696-9994 FAX No: 904-696-9997 Email Address: jarnett@wisgrp.com

**BID SECURITY REQUIREMENTS**

- ☐ None required  
☒ Certified Check or Bond (Five Percent (5%))

**TERM OF CONTRACT**

- ☐ One Time Purchase  
☐ Annual Requirements  
☒ Other, Specify - Project Completion

**SAMPLE REQUIREMENTS**

- ☒ None required  
☐ Samples required prior to Bid Opening  
☐ Samples may be required subsequent to Bid Opening

**SECTION 255.05, FLORIDA STATUTES CONTRACT BOND**

- ☐ None required  
☒ Bond required 100% of Bid Award

**QUANTITIES**

- ☐ Quantities indicated are exacting  
☒ Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.

**INSURANCE REQUIREMENTS**

**Insurance required**

**PAYMENT DISCOUNTS**

- ☐ 1% 20, net 30  
☐ 2% 10, net 30  
☐ Other \_\_\_\_\_  
☒ None Offered

**ENTER YOUR BID FOR SOLICITATION 1410805246**

**TOTAL BID PRICE**

**Total Bid Price**  
(enter total from cell F44 in the Bid Workbook)

**\$ 2,861,995.23**

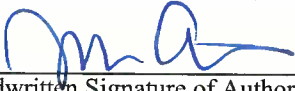
☒ **I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".**

**BIDDER CERTIFICATION**

By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidding Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation.

We have received addenda

1 through 5

  
Handwritten Signature of Authorized Officer of Company or Agent

9/20/22

Date

Jason Arnett Senior PM/Estimator

Printed Name and Title

**1410805246 Addendum 4 - Appendix B - Bid Workbook**  
**Mandarin Water Reclamation Facility (WRF) Sludge Holding Tanks Rehabilitation**  
(Only Complete the Prices in Yellow Cells)

		Company: Williams Industrial Services			
Item	Description	Est. Qty	Unit	Total	
<b>PART 'A' - LUMP SUM BID</b>					
1	Sitework	1	LS	\$ 135,019.00	
2	Temp GST Preparations	1	LS	\$ 325,408.00	
3	Temporary Bypass Piping and Associated Work (Step 1 and Step 2)	1	LS	\$ 344,606.00	
4	Temporary GST Component Demolition: Piping Removal, Tank Cleaning, Tank Removal, Foundation Removal, etc.	1	LS	\$ 110,933.00	
5	Thickened Waste Sludge Holding Tank Rehabilitation (Step 1)	1	LS	\$ 464,466.00	
6	Waste Sludge Holding Tank and Pump Station Rehabilitation (Step 2)	1	LS	\$ 511,387.00	
7	Final Site Restoration, Cleaning, etc.	1	LS	\$ 33,151.00	
8	Supplemental Work Authorization (SWA)	1	LS	\$ 250,000.00	
<b>'PART A' SUBTOTAL LUMP SUM BID PRICE</b>				<b>\$ 2,174,970.00</b>	
<b>PART 'B' - UNIT PRICE BID</b>					
Item	Description	Est. Qty	Unit	Unit Price	Total
9	Unsuitable Material Removal and Disposal with Replacement with Suitable Material (A-3)	200	CY	\$ 144.00	\$ 28,800.00
10	Temporary GST Mixer Maintenance (manuf visit, crane and partial dome removal, reinstall)	1	LS	\$ 17,500.00	\$ 17,500.00
11	Existing and Temporary Tank Cleaning (Grit and Organics Removal)	84,800	GAL	\$ 2.27	\$ 192,496.00
12	Thickened Waste Sludge Holding Tank - Interior Tank Concrete Rehab Allowance	1	LS	\$ 20,000.00	\$ 20,000.00
13	Thickened Waste Sludge Holding Tank Rehabilitation - Interior & Exterior Unit Cost Items (Step 1)				
a	Type I Crack Repair	100	LF	\$ 26.60	\$ 2,660.00
b	Type II Crack Repair	50	LF	\$ 72.38	\$ 3,619.00
c	Concrete Repair Type 'A'	350	SF	\$ 17.47	\$ 6,114.50
d	Concrete Repair Type 'B'	50	SF	\$ 57.82	\$ 2,891.00
e	Concrete Repair Type 'C'	50	SF	\$ 46.61	\$ 2,330.50
f	Concrete Repair Type 'D'	50	SF	\$ 51.36	\$ 2,568.00
g	Concrete Testing (Windsor probes)	30	EA	\$ 100.00	\$ 3,000.00
14	Waste Sludge Holding Tank Rehabilitation - Exterior Unit Cost Items (Step 2)				
a	Type I Crack Repair	300	LF	\$ 26.60	\$ 7,980.00
b	Type II Crack Repair	100	LF	\$ 72.38	\$ 7,238.00
c	Concrete Repair Type 'A'	500	SF	\$ 17.47	\$ 8,735.00
d	Concrete Repair Type 'B'	50	SF	\$ 57.82	\$ 2,891.00
e	Concrete Repair Type 'C'	50	SF	\$ 46.61	\$ 2,330.50
f	Concrete Repair Type 'D'	50	SF	\$ 51.36	\$ 2,568.00
<b>'PART B' SUBTOTAL UNIT PRICE ITEMS</b>				<b>\$ 313,721.50</b>	
<b>TOTAL 'PART A' + 'PART B' ITEMS</b>				<b>\$ 2,488,691.50</b>	
	Bonds & Insurance (<= 2.5%)		2.5% max	2.50%	\$ 62,217.29
	Mobilization (<= 1.5%)		1.5% max	1.50%	\$ 37,330.37
	Demobilization (<= 1.0%)		1.0% max	1.00%	\$ 24,886.92
	General/Special Conditions (<= 10%)		10% max	10.00%	\$ 248,869.15
<b>Total Bid Price - Enter this value on Appendix B - Bid Form</b>				<b>\$ 2,861,995.23</b>	

<b>ADDITIVE ALTERNATES</b>				
A	Waste Sludge Holding Tank - Interior Rehabilitation (Step 2)			
A-1	Tank Liner Removal and Cleaning	1	LS	\$ 101,258.64
A-2	Tank Commercial Blast Cleaning	1	LS	\$ 31,638.00
A-3a	Concrete Testing (Windsor probes)	30	EA	\$ 100.00
A-3b	Concrete Rehab Allowance	1	LS	\$ 30,000.00
A-4	Interior Tank Liner (walls and floor)	1	LS	\$ 183,297.00
B	Integrator Services Allowance	1	LS	\$ 20,000.00
C	Waste Sludge Holding Tank - Disassembly and Reassembly of Existing Dome Allowance	1	LS	\$ 75,000.00
<b>ADDITIVE ALTERNATES SUBTOTAL</b>				<b>\$ 444,193.64</b>

JSEB Requirement Overview	
Total Bid Price less General Conditions, SWAs and Allowances:	\$2,201,191.50
JSEB Requirement:	3%
JSEB Requirement (dollars):	\$66,035.75



## Formal Bid and Award System

Award #7      October 13, 2022

**Type of Award Request:** CONTRACT INCREASE  
**Requestor Name:** Domingo, Oliver  
**Requestor Phone:** (904) 665-6325  
**Project Title:** Water/Wastewater Capital Program Management  
**Project Number:** Various  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$9,238,061.00

### Scope of Work:

JEA is seeking a vendor (also referred to as the "Company") that can provide program management of various large infrastructure programs including the Southside Integrated Piping System (SIPS), wellfield rehabilitation and various other programs as needed to support JEA's Water/Wastewater (W/WW) capital improvement program as required by JEA (the "Work" or "Services").

**JEA IFB/RFP/State/City/GSA#:** 062-19  
**Purchasing Agent:** Kruck, Dan  
**Is this a Ratification?:** NO

Name	Contact Name	Email	Address	Phone	Amount
JACOBS ENGINEERING GROUP INC.	Mike Dykes	mike.dykes @jacobs.com	200 W Forsyth St., Ste. 1520, Jacksonville, FL 32202	(904) 442- 2286	\$9,238,061.00

**Amount of Original Award:** \$10,354,970.00

**Date of Original Award:** 06/13/2019

### List of Previous Change Order/Amendments

CPA #	Amount	Date	Reason
182848	\$11,762,643.00	03/05/2020	FY20 Task Orders
182848	\$7,048,749.00	3/25/2021	FY21 Task Orders
182848	(\$5,354,716.00)	04/14/2021	Reduction in scope and fee in executed contract amendment (see ratification/background sections)
182848	\$3,145,619.00	09/09/2021	FY22 Task Orders
182848	\$6,724,253.00	02/17/2022	Hogan's Creek Chilled Water Distribution Expansion

**Contract Increase Amount:** \$9,238,061.00  
**New Not-To-Exceed Amount:** \$42,919,579.00  
**Length of Contract/PO Term:** Five (5) Years w/Two (2) - 1 Yr. Renewals  
**Begin Date:** 07/01/2019  
**End Date:** 06/30/2024  
**Renewal Options:** Yes – Two (2) – 1 Yr. Renewals  
**JSEB Requirement:** Task Order Based

**Comments on JSEB Requirements:**Original Award:

N/A

This Change Order:

Each task order will be reviewed for JSEB requirements before authorization

\*JSEB Note: JSEB participation so far under this contract is set at \$5,773,109.00 for the various task orders.

**Background/Recommendations:**

Originally approved by Awards Committee on 06/13/2019 in the amount of \$10,354,970.00 to Jacobs Engineering Group Inc. A contract increases were approved on 03/05/2020 by the Awards Committee for work during FY20 (\$11,762,643.00), on 03/25/2021 for work during FY21 (\$7,048,749.00), and on 09/21/2021 for work during FY22 (\$3,145,619.00). Additionally, a contract increase was approved by the Awards Committee on 02/17/2022 for work on chilled water mains to the Jaguars Performance Facility in the amount of \$6,724,253.00. Copies of the previous awards are attached for reference.

In this Program, work is authorized via task orders. Before a task order can be authorized there needs to be sufficient contract cap to cover the task order(s). Once sufficient cap is established, the task order(s) can then be authorized. This award request is for a contract increase to the program management contract of Jacobs Engineering Group Inc. to cover the additional task order amounts needed for the remainder of FY23. The funding breakdown for the task orders is attached as backup. The task orders being authorized under this contract increase request are listed below.

1. TO-S3: SIPS - Deerwood - Southside Blvd. Intertie to Deerwood III WTP Pipeline (\$253,467.00)
2. TO-W1: Wellfield Rehabilitation Subprogram (\$901,650.00)
3. TO-P7: Hogan's Creek Chilled Water Distribution Expansion (\$4,777,623.00)
4. TO-10: FY23 Well Rehabilitation Services (\$3,305,321.00)

Request approval to award a contract increase to Jacobs Engineering Group Inc. for additional Water/Wastewater Capital Program Management in the amount of \$9,238,061.00 for a new not-to-exceed amount of \$42,919,579.00, subject to the availability of lawfully appropriated funds.

**Director:** Conner, Sean M. - Dir W/WW Project Engineering & Construction

**VP:** Melendez-Melendez, Pedro A. - VP Planning Engineering & Construction

**APPROVALS:**

Stephen Datz 10/13/2022

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

Stephanie M. Realy 10/13/2022

**Budget Representative****Date**



## Formal Bid and Award System

Award #11 June 13, 2019

**Type of Award Request:** PROPOSAL (RFP)  
**Request #:** 6531  
**Requestor Name:** Domingo, Oliver. – Program Manager  
**Requestor Phone:** (904) 665-6325  
**Project Title:** Water/Wastewater Capital Program Management  
**Project Number:** Various  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$12,500,000.00

**Scope of Work:**

JEA is seeking a vendor (also referred to as the "Company") that can provide the following services: program management of various large infrastructure programs including the Southside Integrated Piping System (SIPS), wellfield rehabilitation, large diameter pipe design and construction, and various other programs as needed to support JEA's Water/Wastewater (W/WW) capital improvement program as required by JEA (the "Work" or "Services").

This award impacts the following JEA's Measures of Value:

- **Customer Value** – JEA's investment in improving services and assets through this program will add value to customers by executing projects that will improve JEA's operational capabilities with regards to water and wastewater management while also improving service reliability.
- **Community Impact Value** – This program will stimulate local economic development through the execution of design and construction contracts while supporting the Jacksonville Small & Emerging Business program.
- **Environmental Value** – Management of the Southside Water Transmission Pipeline and Wellfield Rehabilitation and Replacement Programs under a single Program Manager is critical to the success of both programs. These two large programs will play a significant role in the utilization and management of Northeast Florida's water resources by providing solutions for water conveyance between the North and South water grids and wellfield improvements for a reliable water supply. The execution of both of these two programs will require significant investments in resources, coordination and planning that a Program Manager will bring to the table.
- **Financial Value** – Program Manager will bring financial value by completing tasks efficiently and in a more timely manner than conducting these tasks as individual projects.

**JEA IFB/RFP/State/City/GSA#:** 062-19  
**Purchasing Agent:** Kruck, Daniel R.  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
JACOBS ENGINEERING GROUP INC.	Mike Dykes	<a href="mailto:Mike.dykes@jacobs.com">Mike.dykes@jacobs.com</a>	200 W Forsyth Street, Suite 1520, Jacksonville, FL 32202	(904) 442-2286	\$10,354,970.00

**Amount for entire term of Contract/PO:** \$10,354,970.00

**Award Amount for remainder of this FY:** \$2,052,415.00

**Length of Contract/PO Term:** Five (5) Years w/Two (2) - 1 Yr. Renewals

**Begin Date (mm/dd/yyyy):** 07/01/2019

**End Date (mm/dd/yyyy):** 06/30/2024

**Renewal Options:** Yes – Two (2) – 1 Yr. Renewals

**JSEB Requirement:** N/A – Optional for Phase 1 Startup

**Comments on JSEB Requirements:**

No JSEB requirement for Phase 1 startup. There will specific JSEB goals for each task order authorized tailored to that project.

**PROPOSERS:**

Name	Amount	Rank
JACOBS ENGINEERING GROUP INC.	\$10,354,970.00	1
BLACK & VEATCH CORPORATION	N/A	2
AECOM TECHNICAL SERVICES, INC.	N/A	3
HASKELL COMPANY	N/A	4

**Background/Recommendations:**

Advertised on 02/18/2019. Ten (10) prime companies attended the mandatory pre-proposal meeting held on 02/25/2019. At proposal opening on 03/19/2019, JEA received four (4) proposals. The public evaluation meeting was held on 04/03/2019 and JEA deemed Jacobs Engineering Group Inc. most qualified to perform the work. A copy of the evaluation matrix and negotiated fees for Phase1 are attached as backup.

This Program Management contract will consist of three (3) main sub-programs: Southside Integrated Piping System (SIPS), Wellfield Rehabilitation, and Large Diameter Piping. The SIPS sub-program consists of designing and constructing five (5) raw water pipelines that will traverse the Jacksonville Southside area to move raw water from the current river crossing to water treatment plants in the South Grid. This strategy will allow JEA to meet the projected customer growth in the South Grid without increasing the CUP. The Wellfield Rehabilitation sub-program will work in conjunction with SIPS to identify and prioritize under producing wells and bring them back to acceptable production. This sub-program in particular is well suited for delivery by a program manager as it requires a holistic approach to prioritizing, designing, and rehabilitating or constructing new wells as well as managing the work to provide uninterrupted service. The large diameter pipe sub-program will be responsible for designing and constructing large pipelines that have been identified as high-risk by the current Large Diameter Pipe Program managed by Arcadis. Constructing these pipelines under one program will increase competition by encouraging out-of-market firms to participate while reducing design and construction management overhead costs.

FY19 will be the first phase of the program: Program Kickoff. For the remainder of the fiscal year, Jacobs will work with JEA to set up program communication, reporting, billing, and other protocol as well as determine the specific delivery structure for each sub-program. Activities in Phase 1 also include fast-start design work to get critical activities started. The first critical fast-start activity of note is the route study needed to setup the SIPS sub-program.

Negotiations with Jacobs Engineering were successfully completed for Phase 1. The monthly invoices will be matched to the appropriate capital budget project. The negotiated rates were compared to current rates for engineering services on other projects through current contracts and deemed reasonable. Future years will be funded by sub-program through various task orders. These task orders will be negotiated and funded using both traditional and alternative delivery methods. It is currently expected that some of this work will be contracted using "at-risk" methods where the contractor's fee is tied to performance based metrics. Negotiations resulted in cost savings of \$1,121,707.06 for Phase 1 from the originally proposed fee.

The original cost of Program Manager services to support the W/WW Capital Improvement Plan was estimated at \$50,000,000.00 over five years. This initial estimate was calculated by taking 5% of the projected five-year capital spend of \$1.04B from FY19-FY23. This equated to an estimated average budget of \$10,000,000.00 per fiscal year of the five year contract with an estimated budget of \$12,500,000.00 for FY19 and FY20. The final negotiated fee for FY19 and FY20 services is \$10,354,970.00; a difference of \$2,145,030.00 less than the original estimate of \$12,500,000.00.

**Contract Budget Details:**

- FY19: \$2,052,415.00
- FY20: \$8,302,555.00

062-19 – Request approval to award a contract to Jacobs Engineering Group Inc. for Water/Wastewater Capital Program Management in the amount of \$10,354,970.00, subject to the availability of lawfully appropriated funds.

**Director:** Conner, Sean M., - Dir W/WW Project Engineering & Construction  
**VP:** Calhoun, Deryle I. - VP/GM Water Wastewater Systems

**APPROVALS:**

 6/13/19  
Chairman, Awards Committee Date

 6/13/19  
Manager, Capital Budget Planning Date



## Formal Bid and Award System

Award #2 March 05, 2020

**Type of Award Request:** CONTRACT INCREASE  
**Requestor Name:** Domingo, Oliver  
**Requestor Phone:** (904) 665-6325  
**Project Title:** Water/Wastewater Capital Program Management  
**Project Number:** Various  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$11,762,643.00

**Scope of Work:**

JEA is seeking a vendor (also referred to as the "Company") that can provide the following services: program management of various large infrastructure programs including the Southside Integrated Piping System (SIPS), wellfield rehabilitation, large diameter pipe design and construction, and various other programs as needed to support JEA's Water/Wastewater (W/WW) capital improvement program as required by JEA (the "Work" or "Services").

**JEA IFB/RFP/State/City/GSA#:** 062-19  
**Purchasing Agent:** Kruck, Dan  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
JACOBS ENGINEERING GROUP INC.	Mike Dykes	mike.dykes@jacobs.com	200 W Forsyth St., Ste. 1520, Jacksonville, FL 32202	(904) 442-2286	\$11,762,643.00

**Amount of Original Award:** \$10,354,970.00  
**Date of Original Award:** 06/13/2019  
**Contract Increase Amount:** \$11,762,643.00  
**New Not-To-Exceed Amount:** \$22,117,613.00  
**Length of Contract/PO Term:** Five (5) Years w/Two (2) - 1 Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 07/01/2019  
**End Date (mm/dd/yyyy):** 06/30/2024  
**Renewal Options:** Yes – Two (2) – 1 Yr. Renewals  
**JSEB Requirement:** N/A

**Comments on JSEB Requirements:**

Original Award:

N/A

This Change Order:

Each task order will be reviewed for JSEB requirements

**Background/Recommendations:**

Originally approved by Awards Committee on 06/13/2019 in the amount of \$10,354,970.00 to Jacobs Engineering Group Inc. A copy of the original award is attached as backup.

In this Program work is authorized via task orders. Before a task order can be authorized there needs to be sufficient cap within the contract to cover the task order. Once sufficient cap is established the task order can then be authorized. This award request is for a contract increase to the program management contract of Jacobs Engineering Group Inc. The amount of the contract increase is to cover the additional task order amounts needed for the remainder of FY20. One such task order is TO-L4 which is the task order for the Emergency Repair Work at Buckman St. This task order alone is worth approximately \$5M.

1. TO-P1 Program Management Services Subprogram
2. TO-P2 Program Startup
3. TO-P3 Owners rep services – MarshWagner
4. TO-S1 SIPS Subprogram - Phase 1 Services
5. TO-S2 SIPS Subprogram Startup
6. TO-S3 SIPS - Deerwood - Southside Blvd. Intertie to Deerwood III WTP Pipeline - Design
7. TO-S5 SIPS - Greenland - Deerwood III WTP to Greenland WTP Pipeline - Design
8. TO-L1 LDP Subprogram - Phase 1 Services
9. TO-L2 LDP Subprogram Startup
10. TO-L3 South Shores Sub-Aqueous Force Main Rehabilitation Project
11. TO-L4 Emergency Repair-Buckman St 42" Trunk Sewer-S - JPM
12. TO-L5 LDP-Martin Luther King: Fairfax to Brentwood Water Main Replacement
13. TO-W1 Wellfield Rehabilitation Subprogram - Phase 1 Services
14. TO-W2 Wellfield Rehabilitation Subprogram Startup
15. TO-W3 Wellfield Rehabilitation Subprogram - Group 1 Well Rehabilitation Services
16. TO-W4 New Well Construction

Request approval to award a contract increase to Jacobs Engineering Group Inc. for additional Water/Wastewater Capital Program Management in the amount of \$11,762,643.00, for a new not-to-exceed amount of \$22,117,613.00, subject to the availability of lawfully appropriated funds.

**Director:** Conner, Sean M., - Dir W/WW Project Engineering & Construction

**VP:** Calhoun, Deryle I. - VP/GM Water Wastewater Systems

**APPROVALS:**

 3/5/2020

Chairman, Awards Committee

Date

 3/5/20

Manager, Capital Budget Planning

Date



## Formal Bid and Award System

Award #3 March 25, 2021

**Type of Award Request:** CONTRACT AMENDMENT  
**Requestor Name:** Domingo, Oliver  
**Requestor Phone:** (904) 665-6325  
**Project Title:** Water/Wastewater Capital Program Management  
**Project Number:** Various  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$7,250,000.00

**Scope of Work:**

JEA is seeking a vendor (also referred to as the "Company") that can provide program management of various large infrastructure programs including the Southside Integrated Piping System (SIPS), wellfield rehabilitation and various other programs as needed to support JEA's Water/Wastewater (W/WW) capital improvement program as required by JEA (the "Work" or "Services").

**JEA IFB/RFP/State/City/GSA#:** 062-19  
**Purchasing Agent:** Kruck, Dan  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
JACOBS ENGINEERING GROUP INC.	Mike Dykes	mike.dykes@jacobs.com	200 W Forsyth St., Ste. 1520, Jacksonville, FL 32202	(904) 442-2286	\$7,048,749.00

**Amount of Original Award:** \$10,354,970.00

**Date of Original Award:** 06/13/2019

**List of Previous Change Order/Amendments**

CPA #	Amount	Date	Reason
182848	\$11,762,643.00	03/05/2020	FY20 Task Orders

**Contract Increase Amount:** \$7,048,749.00  
**New Not-To-Exceed Amount:** \$29,166,362.00  
**Length of Contract/PO Term:** Five (5) Years w/Two (2) - 1 Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 07/01/2019  
**End Date (mm/dd/yyyy):** 06/30/2024  
**Renewal Options:** Yes – Two (2) – 1 Yr. Renewals  
**JSEB Requirement:** N/A

**Comments on JSEB Requirements:**

Original Award:

N/A

This Change Order:

Each task order will be reviewed for JSEB requirements before authorization

**Background/Recommendations:**

Originally approved by Awards Committee on 06/13/2019 in the amount of \$10,354,970.00 to Jacobs Engineering Group Inc. A contract increase was approved on 03/05/2020 by the Awards Committee for work during FY20. A copy of the previous awards are attached as backup.

This Program work is authorized via task orders. Before a task order can be authorized there needs to be sufficient contract cap to cover the task order(s). Once sufficient cap is established the task order(s) can then be authorized. This award request is for a contract increase to the program management contract of Jacobs Engineering Group Inc. to cover the additional task order amounts needed for the remainder of FY21. The funding breakdown for the task orders is attached as backup. The task orders being authorized under this contract increase request are listed below.

1. TO-P3 Owner's rep services – MarshWagner
2. TO-S3 SIPS - Deerwood - Southside Blvd. Intertie to Deerwood III WTP Pipeline - Design
3. TO-W1 Wellfield Rehabilitation Subprogram - Phase 1 Services
4. TO-W4 Purchase and Installation of Pumps for the W3 Well Rehab Projects
5. TO-W7 St Johns Forest 5 Well Construction

Request approval to award a contract increase to Jacobs Engineering Group Inc. for additional Water/Wastewater Capital Program Management in the amount of \$7,048,749.00, for a new not-to-exceed amount of \$29,166,362.00, subject to the availability of lawfully appropriated funds.

**Director:** Conner, Sean M., - Dir W/WW Project Engineering & Construction

**VP:** Vu, Hai X. - VP Water Wastewater Systems

**APPROVALS:**

 03/25/2021

**Chairman, Awards Committee**

**Date**

 3/25/21

**Budget Representative**

**Date**



## Formal Bid and Award System

Award #2 September 9, 2021

**Type of Award Request:** CONTRACT AMENDMENT  
**Requestor Name:** Domingo, Oliver  
**Requestor Phone:** (904) 665-6325  
**Project Title:** Water/Wastewater Capital Program Management  
**Project Number:** 425-14; 10100  
**Project Location:** JEA  
**Funds:** Capital, O&M  
**Budget Estimate:** \$4,485,183.00 (Funding from well rehab index #425-14: \$2,936,451.00, and cost center 10100: \$209,168.00)

### Scope of Work:

JEA is seeking a vendor (also referred to as the "Company") that can provide program management of various large infrastructure programs including the Southside Integrated Piping System (SIPS), wellfield rehabilitation and various other programs as needed to support JEA's Water/Wastewater (W/WW) capital improvement program as required by JEA (the "Work" or "Services").

**JEA IFB/RFP/State/City/GSA#:** 062-19  
**Purchasing Agent:** Kruck, Dan  
**Is this a Ratification?:** YES (Partial)

After Award Committee approval on 03/25/2021, JEA removed part of the approved scope and fee from the approved contract amendment amount of \$7,048,749.00, resulting in an amendment increase of only \$1,694,033.00. This resulted in a reduction of the approved contract NTE in the amount (\$5,354,716.00) which requires Awards Committee approval.

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
JACOBS ENGINEERING GROUP INC.	Mike Dykes	mike.dykes@jacobs.com	200 W Forsyth St., Ste. 1520, Jacksonville, FL 32202	(904) 442-2286	\$3,145,619.00

**Amount of Original Award:** \$10,354,970.00

**Date of Original Award:** 06/13/2019

### List of Previous Change Order/Amendments

CPA #	Amount	Date	Reason
182848	\$11,762,643.00	03/05/2020	FY20 Task Orders
182848	\$7,048,749.00	3/25/2021	FY21 Task Orders
182848	(\$5,354,716.00)	04/14/2021	Reduction in scope and fee in executed contract amendment (see ratification/background sections)

**Contract Increase Amount:** \$3,145,619.00

**New Not-To-Exceed Amount:** \$26,957,265.00  
**Length of Contract/PO Term:** Five (5) Years w/Two (2) - 1 Yr. Renewals  
**Begin Date:** 07/01/2019  
**End Date:** 06/30/2024  
**Renewal Options:** Yes – Two (2) – 1 Yr. Renewals  
**JSEB Requirement:** N/A

**Comments on JSEB Requirements:**

Original Award:  
N/A

This Change Order:

Each task order will be reviewed for JSEB requirements before authorization

\*JSEB Note: JSEB participation so far under this contract is set at \$5,773,109.00 for the various task orders. Actual JSEB spend under this contract is \$1,813,089.39 for services billed to date.

**Background/Recommendations:**

Originally approved by Awards Committee on 06/13/2019 in the amount of \$10,354,970.00 to Jacobs Engineering Group Inc. A contract increase was approved on 03/05/2020 by the Awards Committee for work during FY20 in the amount of \$11,762,643.00. A contract increase was approved on 03/25/2021 by the Awards Committee for work during FY21 in the amount of \$7,048,749.00. A copy of the previous awards are attached as backup.

During contract execution for the FY21 amendment approved by the Awards Committee on 03/25/2021, JEA determined that the scope of work for FY21 task orders be reduced to only wellfield rehabilitation services. This resulted in a decrease of the contract amendment NTE in the amount of (\$5,354,716.00). Since this decrease was not brought before the Awards Committee it has resulted in this ratification request.

This award request is also for a contract increase to the program management contract of Jacobs Engineering Group Inc. to cover the additional task order amounts needed for FY22. The funding breakdown for the task orders is attached as backup. The task orders being authorized under this contract increase request are listed below.

1. TO-W8 Wellfield Rehabilitation Subprogram - FY22 Well Rehabilitation Services - \$2,936,451.00
2. TO-BSS Business Strategy Services in support of DES - \$209,168.00 (Phases 1 & 2 of attached quote)

Request approval to award a ratification of reduction in contract scope and fee in the amount of (\$5,354,716.00) and a contract increase to Jacobs Engineering Group Inc. for additional Water/Wastewater Capital Program Management in the amount of \$3,145,619.00, for a new not-to-exceed amount of \$26,957,265.00, subject to the availability of lawfully appropriated funds.

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

**APPROVALS:**

 9/9/21

**Chairman, Awards Committee**

**Date**

John A. W. 9/9/21

Budget Representative

Date



## Formal Bid and Award System

Award #3 February 17, 2022

**Type of Award Request:** CONTRACT INCREASE  
**Requestor Name:** Domingo, Oliver  
**Requestor Phone:** (904) 665-6325  
**Project Title:** Water/Wastewater Capital Program Management  
**Project Number:** 428-130  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$6,724,253.00 (awarding to budget estimate)

**Scope of Work:**

JEA is seeking a vendor (also referred to as the "Company") that can provide program management of various large infrastructure programs including the Southside Integrated Piping System (SIPS), wellfield rehabilitation and various other programs as needed to support JEA's Water/Wastewater (W/WW) capital improvement program as required by JEA (the "Work" or "Services").

**JEA IFB/RFP/State/City/GSA#:** 062-19  
**Purchasing Agent:** Kruck, Dan  
**Is this a Ratification?:** NO

Name	Contact Name	Email	Address	Phone	Amount
JACOBS ENGINEERING GROUP INC.	Mike Dykes	mike.dykes@jacobs.com	200 W Forsyth St., Ste. 1520, Jacksonville, FL 32202	(904) 442-2286	\$6,724,253.00

**Amount of Original Award:** \$10,354,970.00

**Date of Original Award:** 06/13/2019

**List of Previous Change Order/Amendments**

CPA #	Amount	Date	Reason
182848	\$11,762,643.00	03/05/2020	FY20 Task Orders
182848	\$7,048,749.00	3/25/2021	FY21 Task Orders
182848	(\$5,354,716.00)	04/14/2021	Reduction in scope and fee in executed contract amendment (see ratification/background sections)
182848	\$3,145,619.00	09/09/2021	FY22 Task Orders

**Contract Increase Amount:** \$6,724,253.00  
**New Not-To-Exceed Amount:** \$33,681,518.00  
**Length of Contract/PO Term:** Five (5) Years w/Two (2) - 1 Yr. Renewals  
**Begin Date:** 07/01/2019  
**End Date:** 06/30/2024  
**Renewal Options:** Yes – Two (2) – 1 Yr. Renewals  
**JSEB Requirement:** N/A

**Comments on JSEB Requirements:**

Original Award:

N/A

This Change Order:

Each task order will be reviewed for JSEB requirements before authorization

\*JSEB Note: JSEB participation so far under this contract is set at \$5,773,109.00 for the various task orders.

**Background/Recommendations:**

Originally approved by Awards Committee on 06/13/2019 in the amount of \$10,354,970.00 to Jacobs Engineering Group Inc. A contract increase was approved on 03/05/2020 by the Awards Committee for work during FY20 in the amount of \$11,762,643.00. A contract increase was approved on 03/25/2021 by the Awards Committee for work during FY21 in the amount of \$7,048,749.00. Additionally, a contract increase was approved by the Awards Committee on 09/21/2021 for work during FY22 in the amount of \$3,145,619.00. Copies of the previous awards are attached as backup.

This is a contract increase request to the Program Management contract of Jacobs Engineering Group Inc. to cover an additional FY22 task order. The task covers installation of a chilled water line from the Hogan's Creek District Energy System (DES) plant to the upcoming Jaguars Performance Facility. The new chilled water line will allow JEA to add this new facility to our DES customer base and allow for the possible future expansion to the stadium. JEA is awarding to our budget estimate for engineering services during construction for this project. The final project budget will be completed once design has progressed to a point accurate estimating can be accomplished. A copy of the project definition is attached for reference.

The scope of work of this task order will consist of the design and construction of approximately 1,800 LF of 20" chilled water mains (supply and return) from the existing system to a vault at the northwest corner of the Stadium, primarily within the Duval Street corridor, via the Progressive Design-Build method. The method of construction will be mixed due to the presence of numerous adjacent utilities (large diameter water and force mains, high voltage electrical underground crossings). The project will include the installation of the energy delivery station to the Jaguars Performance Facility (coordinated with and designed by others) and stub-out for future stadium connection. The requested start date for chilled water service at this facility is March 2023.

Request approval to award a ratification of a contract increase to Jacobs Engineering Group Inc. for additional Water/Wastewater Capital Program Management in the amount of \$6,724,253.00 for a new not-to-exceed amount of \$33,681,518.00, subject to the availability of lawfully appropriated funds.

**Director:** Conner, Sean M. - Dir W/WW Project Engineering & Construction

**VP:** Vu, Hai X. - VP Water Wastewater Systems

**APPROVALS:**

  
\_\_\_\_\_

Chairman, Awards Committee

Date

  
\_\_\_\_\_

02/17/2022

Vice President

Date

Task Order Number	Task Order Name	Scope of Service	Backup Documents Attached in Zycus	Current CPA Balance	Additional Funding Request	New CPA Balance
TO-P1	Program Management Services Subprogram			2,353,324		2,353,324
TO-P2	Program Startup			1,052,756		1,052,756
TO-P3	Owners rep services - MarshWagner			1,527,384		1,527,384
TO-S1	SIPS Subprogram - Phase 1 Services			995,427		995,427
TO-S2	SIPS Subprogram Startup			433,901		433,901
TO-S3	SIPS - Deerwood - Southside Blvd. Intertie to Deerwood III WTP Pipeline	Design services for the Southside Blvd intertie to Deerwood WTP water transmission main	S3	3,513,506	253,467	3,766,973
TO-L1	LDP Subprogram - Phase 1 Services			455,563		455,563
TO-L2	LDP Subprogram Startup			269,143		269,143
TO-L3	South Shores Sub-Aqueous Force Main Rehabilitation Project			617,241		617,241
TO-L4	Emergency Repair-Buckman St 42" Trunk Sewer-S - JPM			3,022,203		3,022,203
TO-L5	LDP-Martin Luther King: Fairfax to Brentwood Water Main Replacement			95,012		95,012
TO-W1	Wellfield Rehabilitation Subprogram	Activities performed for the wellfield projects such as - Subprogram management services - Project prioritization, scheduling & coordination - Well siting services & JEA Real Estate coordination for new well construction - Permitting & regulatory agency coordination services - On-call wellfield engineering & field services - Development of wellfield improvement action plan	W1 Scope & W1 Fee Matrix	1,486,341	901,650	2,387,991
TO-W2	Wellfield Rehabilitation Subprogram Startup			244,200		244,200
TO-W3	FY20 Well Rehab			2,748,448		2,748,448
TO-W4	FY20 Pump Procurement & Installation			481,809		481,809
TO-W5	FY21 Well Rehab			2,667,854		2,667,854
TO-W7	FY21 Well Rehabilitation Services			1,847,533		1,847,533
TO-W8	FY22 Well Rehabilitation Services			2,936,451		2,936,451
TO-DES	Business Strategy Services in support of DES Phase 1 & 2			209,168		209,168
TO-P7	Hogan's Creek Chilled Water Distribution Expansion	Hogan's Creek chilled water distribution expansion to support the new Jaguars practice facility	P7	6,724,253	4,777,623	11,501,876
TO-W10	FY23 Well Rehabilitation Services	FY23 Wellfield projects	W10 Scope & Fee Matrix		3,305,321	3,305,321
				<b>33,681,518</b>	<b>9,238,061</b>	<b>42,919,579</b>

## JEA Water/Wastewater Capital Program Management Services

Task Order (TO) W1, *Wellfield Rehabilitation Subprogram – Phase 1 Services*, will be executed under the terms and conditions of JEA Contract No. 182848, executed on July 9, 2019. This TO gives no rights or benefits to anyone other than JEA and Jacobs Engineering Group Inc. (Jacobs) and has no third-party beneficiaries.

These services under the JEA Wastewater/Water Capital Program Management Services (Program) are for Phase 1 of the Program, which consists of traditional professional services, consulting, and engineering services. During Phase 1, startup program activities may include, but are not limited to, information gathering, assessments, prioritizations, and project delivery method evaluations to determine the detailed scope of Phase 2 activities. Delivery methods evaluations for JEA capital projects will include alternate or at-risk delivery models such as Design-Build, Construction-Manager-at-Risk, and other possible self-perform methods by Jacobs. Should such services (alternate or at-risk) be desired to be delivered by Jacobs, JEA and Jacobs will mutually agree on acceptable terms and conditions for such services. The scope item that comprises this TO and the related activities are identified and described in the following sections.

- Scope Item W1-1: Wellfield Rehabilitation Subprogram – Phase 1 Services

### Scope Item W1-1: Wellfield Rehabilitation Subprogram – Phase 1 Services

This TO describes the scope of services that will be provided by Jacobs under the Wellfield Rehabilitation Subprogram following the first 90 days of contract notice-to-proceed (NTP) through October 2020. The purpose of TO-W1 is to authorize Jacobs to provide JEA with professional engineering and consulting to identify, prioritize, permit, schedule, and plan well construction and rehabilitation projects to be implemented during Phase 2 of the Wellfield Rehabilitation Subprogram. This TO will allow the wellfield rehabilitation team to successfully establish wellfield construction and rehabilitation projects necessary to meet the objectives of the subprogram.

The scope of services to be provided by Jacobs under this TO includes the following subprogram activities:

- Activity 1: Subprogram Management Services
- Activity 2: Project Prioritization, Scheduling, and Coordination
- Activity 3: Well Siting Services and JEA Real Estate Coordination for New Well Construction
- Activity 4: Permitting and Regulatory Agency Coordination Services
- Activity 5: On-Call Wellfield Engineering and Field Services
- Activity 6: Development of Wellfield Improvement Action Plan

#### Activity 1: Subprogram Management Services

The Jacobs Wellfield Rehabilitation Subprogram Manager and support staff will provide the following subprogram management services as part of this activity:

- Manage and provide accountability for the overall subprogram fee and schedule, supervise the subprogram team and support staff, and coordinate and deliver the work specified in this and subsequent TOs.
- Continue to work with the Program Management Team (PMT) to integrate subprogram controls and management processes and tools into the overall Program management system.
- Prepare scoping documents and budgets for Phase 2 work.
- Support the PMT in evaluating project delivery methods for new well construction projects and in evaluating pre-quality drilling firms and well contractors to perform Phase 2 work.

## **Task Order W1: Wellfield Rehabilitation Subprogram – Phase 1 Services**

- Prepare for and attend subprogram monthly status meetings. The Wellfield Rehabilitation Subprogram Manager, Lead Engineer, Lead Hydrogeologist, and support staff will attend the monthly meetings, which are expected to last approximately 2 hours each. A subprogram status document will be prepared following each meeting.
- Prepare for and attend up to 52 weekly subprogram coordination conference calls. The Wellfield Rehabilitation Subprogram Manager, Lead Engineer, Lead Hydrogeologist, and support staff will attend the weekly conference calls that are expected to each last approximately 1 to 2 hours.

### **Deliverables**

The following deliverables will be submitted to JEA as part of this activity:

- Monthly status reports (PDF documents delivered by email)
- Meeting notes and action items from weekly conference calls (PDF documents delivered by email)
- Meeting notes and action items from monthly meetings (PDF documents delivered by email)
- Scoping documents and budgets for Phase 2 work
- Copies of PowerPoint slides prepared for monthly subprogram status meetings

### **Meetings**

The following meetings and conference calls are included as part of this activity:

- Up to 52 weekly subprogram coordination conference calls will be held with the JEA Program Manager, support staff, and Jacobs Wellfield Rehabilitation Subprogram team. Conference calls will be attended by the Wellfield Rehabilitation Subprogram Manager, Lead Engineer, Lead Hydrogeologist, and support staff.
- Monthly subprogram status meetings will be held with the JEA Program Manager and support staff.

### **Assumptions**

The following assumptions are included as part of this activity:

- Monthly status meetings will be held at the Jacobs Riverside office. Monthly meetings are expected to last 2 hours each.
- Monthly status reports will be prepared and delivered to JEA two weeks after each meeting.
- Weekly coordination conference calls will be hosted by the Jacobs Subprogram Manager. Meeting notes and action items will be delivered to the team within 2 days following the calls.
- Subprogram management services will continue through the duration of the Wellfield Rehabilitation Subprogram and those services will be funded throughout the Program under TO-W1 following its authorization.

## **Activity 2: Project Prioritization, Scheduling, and Coordination**

Jacobs will continue working with JEA staff to identify wellfield projects and priorities that are in line with the subprogram vision and goals. Coordination under this activity includes preparation for and attendance of face-to-face meetings and conference calls with the JEA Program Manager and key wellfield rehabilitation staff. Jacobs staff will also attend JEA's internal coordination meetings to provide consistency and streamline the project identification and prioritization processes.

As part of this activity, an overall Wellfield Rehabilitation Subprogram schedule will be developed based on JEA's schedule of planned water supply projects, backup and replacement well construction projects, and critical wellfield investigation, modification, and rehabilitation projects identified during the project planning process.

Wellfield project prioritization, scheduling, and coordination will be an ongoing iterative process over the life of the subprogram and priorities will evolve as system water supply demands and/or wellfield water quality changes; as wellfield investigation, modification, rehabilitation, and construction services are

completed; or should any unforeseen issues arise. Jacobs anticipates that these planning activities will periodically occur as wellfield priorities change. Longer-term project priorities and direction will be better established after Phase 1 is complete and wellfield rehabilitation, construction, and improvement services are underway.

### **Deliverables**

The following deliverables will be submitted to JEA as part of this activity:

- Tables summarizing critical and/or immediate wellfield projects and longer-term projects
- Draft and final Level 2 Primavera P6 schedules for existing, planned, and new well construction projects and well rehabilitation projects identified during Phase 1
- Copies of project identification and prioritization meeting notes (PDF format delivered by email)
- Copies of correspondence related to this activity

### **Meetings**

The following meetings are included as part of this activity:

- Up to 12 project prioritization, scheduling, and coordination meetings with the JEA Program Manager and key JEA wellfield staff members
- Up to 12 JEA internal monthly wellfield project coordination meetings, if requested
- Up to 12 conference calls with the JEA Program Manager and support staff

### **Assumptions**

The following assumptions are included as part of this activity:

- Up to four Jacobs staff members will attend the project prioritization and scheduling meetings with JEA.
- Coordination meetings will be held at the JEA Tower. Meetings can be held at the Jacobs Riverside office, if requested.
- Key team members from JEA will attend meetings and conference calls.
- Coordination meetings are anticipated to last 2 to 4 hours each.
- Conference calls are anticipated to last 1 hour each.
- Project identification and prioritization activities will continue beyond the duration of TO-W1. Continuation of these services beyond the original 12-month duration will be funded under a separate TO authorization.

### **Activity 3: Well Siting Services and JEA Real Estate Coordination for New Production Wells**

Jacobs will work with JEA Real Estate staff to identify sites for the new well construction projects that were identified during subprogram startup (see Table 1).

As part of Activity 3, Jacobs will provide the following services to assist JEA Real Estate with their parcel search for acquiring land for up to 30 replacement and backup well construction projects:

### **Data Collection, Compilation, and Review**

Jacobs will gather and review existing data and imagery needed to assist JEA with selecting areas favorable for new well construction. Data gathered and reviewed will include, but are not limited to, water quality (for example, consumptive use permit [CUP] data), aquifer transmissivity, existing well locations, raw water wellfield piping, jurisdictional wetland boundaries, aerial maps, and exiting JEA parcel boundaries.

## Task Order W1: Wellfield Rehabilitation Subprogram – Phase 1 Services

Data will be collected from past and present Jacobs projects. Jacobs will compile and assess JEA data from past and present projects to determine any data gaps and/or additional information needed and will prepare one data request for additional data needed from JEA to help facilitate this evaluation.

**Table 1. New Well Construction Projects Identified during Subprogram Startup**

*Task Order W1: Wellfield Rehabilitation Subprogram – Phase 1 Services*

Wellfield	Number of Wells	Work Description
Deerwood III	7	Replacement and Backup Wells
Oakridge	4	Planned and Backup Wells
Ridenour	3	Backup Wells
Southeast	2	Planned Wells
Highlands	1	Planned Well
St. Johns Forest	3	Backup Wells
Arlington	1	Replacement Well
Royal Lakes	1	Backup Well
Brierwood	1	Backup Well
Julington Creek	3	Backup Wells
Greenland	3	Backup Wells
St. Johns North	1	Backup Well
Community Hall	3	Backup Wells
Westlake	1	Planned Well
<b>Total Wells</b>	<b>34</b>	

Note: "Backup Well" and "Replacement Well" are St. Johns River Water Management District (SJRWMD) terms and require a modification to JEA's CUP. "Planned Well" is not an official term but is used here to classify wells that are already included in the CUP.

## Preparation of Wellfield Siting Maps

Jacobs will evaluate and use the aforementioned data to prepare aerial maps for each of the wellfields listed in Table 1, except for the Deerwood, Ridenour, and Oakridge wellfields, which were prepared under TO W2. The wellfield maps will be used to guide JEA and identify areas for construction of new Upper Floridan aquifer production wells. The wellfield siting maps will contain the following information:

- Existing well locations
- Identification of single- and dual-zone wells
- Water treatment plants and raw water piping
- Color floods of chloride concentrations in groundwater
- Aquifer transmissivity data
- Crosshatched areas identified by Jacobs as favorable locations for well construction
- 1,000-foot and 1,500-foot buffers surrounding existing production wells
- JEA parcel boundaries as given by Florida Department of Revenue's tax database

## Site Visits and Inspections

Once JEA Real Estate has identified parcels for potential well construction, up to two Jacobs team members will conduct site visits to document existing site features and assess well setback requirements, constructability of the wells and wellhead facilities, site accessibility, and raw water piping construction impacts to existing drainage ditches, utilities, and roadways. It is anticipated that a representative of the SJRWMD and the Florida Department of Environmental Protection will attend the site visits, when applicable, to provide feedback regarding permitting requirements for the selected site, prior to JEA purchasing the land.

For costing purposes, this TO assumes that Jacobs will visit up to two parcels for each backup and replacement well project identified in Table 1, totaling up to 70 site visits. Jacobs will prepare a site visit report outlining field observations, findings, and recommendations for each site visited.

This activity also includes visiting and documenting up to four existing well sites owned by JEA. These well sites are for the following planned wells: Oakridge Well No. 8, Highlands Well No. 7, Southeast Well No. 4, and Westlake Well No. 4.

### **JEA Real Estate Coordination Meetings**

To facilitate communication, coordination, and scheduling of these activities, Jacobs and JEA Real Estate will meet twice monthly for the first 2 months following authorization of this TO and then monthly thereafter as requested by JEA Real Estate staff. Coordination meetings will be held at the JEA Tower and attended by up to four Jacobs team members. Meetings are anticipated to last 2 to 4 hours each.

### **Deliverables**

The following deliverables will be submitted to JEA as part of this activity:

- Prepare 14 wellfield aerial maps identifying potential areas for well sites
- Up to 74 site visit reports (PDF documents delivered by email)
- Copies of meeting notes and action items from JEA Real Estate coordination meetings (PDF documents delivered by email)
- Copies of PowerPoint slides prepared for JEA Real Estate coordination meetings

### **Meetings/Site Visits**

The following meetings are included as part of this activity:

- Jacobs will prepare for and conduct up to 74 site visits.
- Jacobs will prepare for and attend up to 15 coordination meetings with JEA Real Estate.

### **Assumptions**

The following assumptions are included as part of this activity:

- JEA will search and provide sites to Jacobs for evaluation. Jacobs' scope of services does not include parcel searches. An additional fee will be required for these services.
- Jacobs will conduct up to two site visits per well site for the backup and replacement wells.
- Up to four Jacobs staff members will attend the monthly coordination meetings, which are anticipated to last 2 to 4 hours each. Meetings will be held at the JEA Tower.
- Site visits will not be conducted until written approval from the owner is granted. Jacobs has access to all sites.
- Each site visit will be conducted using up to two Jacobs wellfield team members and is anticipated to last approximately 6 hours.
- Additional site visits will be required as new well construction projects are identified under Activity 2.

### **Activity 4: Permitting and Regulatory Agency Coordination Services**

Jacobs will continue working with JEA Environmental Permitting and Compliance staff to develop an overall regulatory permitting and communication strategy and provide permitting assistance for the replacement and backup well construction projects identified under the project prioritization, scheduling, and coordination effort described in Activity 2. Permitting assistance provided by Jacobs includes the following tasks:

## Task Order W1: Wellfield Rehabilitation Subprogram – Phase 1 Services

- **SJRWMD Coordination:** Jacobs and JEA staff will meet with the SJRWMD to discuss the Wellfield Rehabilitation Subprogram and permitting approach for the new backup and replacement wells identified in Activity 2. This task includes preparation for and attendance of up to six face-to-face meetings with SJRWMD and JEA Environmental Permitting and Compliance staff. Preparation will include development of PowerPoint presentation materials for each meeting, which will be held in the local SJRWMD office in Jacksonville, Florida. Project conference calls will be attended as needed.
- **CUP Modification Services:** Incorporating backup production wells into the JEA water supply system will require a modification to JEA's existing SJRWMD CUP. Jacobs will assist JEA Environmental Permitting and Compliance staff in preparing CUP modification package(s) to include up to 30 backup and replacement wells in the CUP. Jacobs will prepare the draft and final package(s) and supporting documentation, including but not limited to, backup well construction plans and details, well location maps and figures, groundwater modeling results, and other data, documentation, and action items requested by the SJRWMD. Action items and data requested from the SJRWMD coordination meetings will be addressed as part of this task.
- **Groundwater Modeling:** In support of the CUP modification services, it is anticipated that groundwater modeling will be required to evaluate drawdown impacts in the Floridan aquifer system due to groundwater withdrawals from the addition of 30 new backup and replacement wells in the 11 wellfields identified in Activity 3. Jacobs will obtain the latest version of the SJRWMD Northeast Florida (NEF) regional groundwater model, along with the most current well input files, that the SJRWMD uses for CUP regulatory purposes. The model and files will be integrated into Jacobs' Groundwater Vistas modeling platform for functional operation, with predicted groundwater level impacts associated with the current well file input serving as the baseline condition.

Telescopic mesh refinement (TMR) models will be created from the NEF regional model for each wellfield identified for backup well(s), totaling 11 TMR models. Using the TMR process, a smaller scale model will be extracted from the regional model containing refined grid cell size and parameters and boundaries extracted from the NEF regional groundwater model.

The number and type of groundwater modeling scenarios are not identified at this time. For costing purposes, this TO assumes up to 22 groundwater modeling scenarios will be performed to support the permitting effort (two simulations per TMR model). Jacobs will work with JEA and SJRWMD staff to identify and agree on the modeling scenarios to be completed. The current model well input file will be modified according to the agreed-upon scenarios. Modeling simulations will then be completed to predict groundwater elevations, and groundwater level changes from the baseline condition, associated with each of the scenarios.

Each modeling scenario will result in a predicted groundwater elevation contour map as well as a contour map showing the predicted change in groundwater levels from the baseline condition. The contours will overlay GIS maps at a suitable scale to show the Nassau, Duval, Clay, and St. Johns County areas. A report will be prepared documenting the methods and results of the groundwater modeling and scenarios.

## Deliverables

The following deliverables will be submitted to JEA as part of this activity:

- Up to six PowerPoint presentations or handouts for SJRWMD coordination meetings
- Copies of meeting minutes and documentation of permitting approach (PDF documents delivered by email)
- Draft and final CUP modification package(s) along with supporting data and documentation
- Draft and final groundwater modeling reports, including text, tables, and figures with predicted groundwater elevation contour map, as well as a contour map showing the predicted change in groundwater levels from the baseline condition
- Copies of correspondence related to this activity

## Meetings

The following meetings are included as part of this activity:

- Up to four coordination meetings with the JEA PM and JEA Environmental Permitting and Compliance staff to discuss wellfield projects and permitting approach, prior to meeting with the SJRWMD
- Up to six coordination/status meetings with the SJRWMD to discuss permitting and groundwater modeling

## Assumptions

The following assumptions are included as part of this activity:

- A CUP modification application is not required for inclusion of the backup and replacement wells in JEA's CUP; only letter modifications are required. If a CUP modification application package is required by the SJRWMD for backup and replacement wells, the scope of services will be amended, and additional fee will be required.
- No well inventory preparations are included in this TO.
- Coordination meetings with JEA Environmental staff are anticipated to last 2 to 4 hours each. Up to three Jacobs staff members will attend the permitting coordination meetings with JEA. Coordination meetings will be held at the JEA Tower. Meetings can be held at the Jacobs Riverside office, if requested.
- Coordination meetings with SJRWMD staff are anticipated to last 1 to 2 hours each and will be attended by up to four Jacobs staff members. Meetings will be held at the local SJRWMD office in Jacksonville, Florida.
- Key team members from JEA will attend all meetings and conference calls.
- TMR models will be developed for the following wellfields: Deerwood, Oakridge, Ridenour, St. Johns Forest, Arlington, Royal Lakes, Brierwood, Julington Creek Plantation, Greenland, St. Johns North, and Community Hall.
- Groundwater modeling simulations are steady-state. If transient modeling is requested, an additional fee will be required.
- No model calibration, parameter sensitivity analyses, or transport modeling will be performed.
- Simulations for up to 22 modeling scenarios will be completed.

## Activity 5: On-Call Engineering and Field Services

This activity includes on-call wellfield engineering and field services to be provided to JEA as needed at the direction and request of the JEA Program Manager. Engineering services under this activity can be implemented to immediately address unforeseen wellfield issues that can arise weekly or more frequently, particularly during high-water demand periods. On-call engineering and field support services may include, but are not limited to, the following:

- Conducting field testing to evaluate well and pump performance
- Conducting wellfield site visits and inspections to assess well and wellhead facilities
- Performing emergency well pump selection services
- Performing wellfield hydraulic modeling scenarios
- Monitoring and evaluating well performance and water quality trends
- Performing emergency wellhead electrical and instrumentation and control modifications
- Performing emergency wellhead modifications to mitigate capacity issues during peak demand periods

## **Task Order W1: Wellfield Rehabilitation Subprogram – Phase 1 Services**

- Collecting and reviewing existing as-built drawings, data, reports, and documentation prepared by others
- Addressing unforeseen conditions at existing wellhead construction sites

Specific services conducted by Jacobs will be requested and authorized by the JEA Program Manager as budget and schedule allow. Request for services, deliverables, level of effort, and authorization to perform work will be documented through email and coordinated with the JEA Program Manager during the weekly subprogram conference calls described in Activity 1. Additional meetings or conference calls to coordinate on-call services will be scheduled as needed.

### **Deliverables**

- Deliverables for this activity are undefined at this time and will be specified upon request of services.

### **Meetings**

The following meetings are included as part of this activity:

- Weekly subprogram conference calls will be the primary forum to discuss and coordinate on-call engineering and field services. If required, additional meetings or conference calls will be scheduled as needed.

### **Assumptions**

The following assumptions are included as part of this activity:

- Related services will be limited to general consulting, engineering, and field inspection and testing services, and do not include construction services or subcontractor support services, unless approved by JEA.
- Jacobs will document the scope, hours, and expenses for requested services through email communication.
- Services will be performed during normal daylight working hours. Weekend work will be coordinated in advance.
- Because of the on-call nature of this task, Jacobs has established an allowance of 1,452 hours. The level of effort to perform the on-call services may differ from this allowance. Jacobs will monitor actual hours spent and report monthly to JEA. If the projected budget is insufficient, Jacobs will alert JEA and submit a change request for approval of additional funds. Jacobs will not exceed the budget. Jacobs will cease work on this task if the budget amount is reached and await JEA's approval of the change request.
- Jacobs will not be required to rent or buy equipment to conduct field inspection and testing services. Expenses that are budgeted is only for travel costs.

## **Activity 6: Development of Wellfield Improvement Action Plan**

Jacobs will develop a wellfield improvement action plan that will document the projects identified and developed under this TO. The plan will document JEA's continued wellfield investment and will include an overview of the wellfields serving the six water supply service grids, critical wellfield issues specific to each service area, and a list of recommended well rehabilitation and construction projects to include in JEA's Capital Improvement Plan. This activity also includes preparation of the Project Request Form and Project Scope Statement for the recommended projects. Jacobs will assist JEA in ushering the wellfield rehabilitation and construction projects through the appropriate steering committee review process.

It is expected that the wellfield improvement action plan will be updated twice annually over the life of the subprogram as project priorities evolve. The first iteration of the plan will include critical wellfield rehabilitation and construction projects to be identified by February 2020 and implemented in Fiscal Year (FY) 2021.

## **Deliverables**

The following deliverable will be submitted to JEA as part of this activity:

- Draft and final wellfield improvement action plan with recommended projects for FY 2021, delivered by February 2020, and an updated version by the end of Phase 1 of the Program for FY 2022 and beyond
- Copies of meeting notes and action items from JEA steering committee meetings

## **Meetings**

The following meetings are included as part of this activity.

- Prepare for and attend JEA steering committee meetings for wellfield projects.
- Additional communications associated with this activity are anticipated to occur during the meetings and conference calls described in Activities 1, 2, 3, and 4.

## **Assumptions**

The following assumptions are included as part of this activity:

- Development of the wellfield improvement action plan will be initiated under this TO.
- A draft and final version of the wellfield rehabilitation plan will be developed and delivered to JEA in February 2020.
- A revised plan will be developed and delivered to JEA by the end of Phase 1 of the Program for future project implementation.

## **General Assumptions**

The following general assumptions cover the entirety of TO-W1:

- Jacobs will reasonably rely upon the accuracy and completeness of the information/data provided by JEA and third parties.
- Jacobs and Jacobs' personnel have no authority to exercise any control over any JEA personnel, construction contractor(s), or other entity or their employees in connection with their work or any health or safety precautions. Jacobs and Jacobs' personnel have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of JEA's personnel, construction contractor(s), or other entity or any other persons at the site except Jacobs' own personnel.
- Due to the possibility of unforeseen subsurface conditions, Jacobs does not guarantee the water quantity or quality of the wells.

## **Payment for Services**

The total estimated fee for TO-W1 is \$1,179,653 as summarized in Table 2. The basis of payment for this scope of service is time and materials. It is expected that Jacobs' fee will be expended over a 12-month period in accordance with the schedule included.

Monthly invoices will be submitted to JEA. Jacobs may adjust budgets between activities, as shown in Attachment 1, within the total budget to meet the subprogram needs.

## Task Order W1: Wellfield Rehabilitation Subprogram – Phase 1 Services

**Table 2. Estimated Time and Materials Fee Summary for Task Order W1 Activities**

*Task Order W1: Wellfield Rehabilitation Subprogram – Phase 1 Services*

Activity	Estimate
Activity 1: Subprogram Management Services	\$322,175
Activity 2: Project Prioritization, Scheduling, and Coordination	\$103,808
Activity 3: Well Siting Services and JEA Real Estate Coordination for New Wells	\$250,246
Activity 4: Permitting and Regulatory Agency Coordination Services	\$184,764
Activity 5: On-Call Wellfield Engineering and Field Services	\$159,808
Activity 6: Development of Wellfield Improvement Action Plan	\$102,678
Travel Expenses (5% of labor)	\$56,174
<b>Total for TO-W1: Wellfield Rehabilitation Subprogram – Phase 1 Services</b>	<b>\$1,179,653</b>

## Schedule

It is anticipated that the services as described in TO-W1 will be completed within 12 months of Jacobs' receipt of the NTP (JEA Purchase Order). The approximate duration of each activity is included in Table 3.

**Table 3. Approximate Duration of Task Order W1 Activities**

*Task Order W1: Wellfield Rehabilitation Subprogram – Phase 1 Services*

Activity	Approximate Duration
Activity 1: Subprogram Management Services	12 Months
Activity 2: Project Prioritization, Scheduling, and Coordination	12 Months
Activity 3: Well Siting Services and JEA Real Estate Coordination for New Wells	12 Months
Activity 4: Permitting and Regulatory Agency Coordination Services	12 Months
Activity 5: On-Call Wellfield Engineering and Field Services	12 Months
Activity 6: Development of Wellfield Improvement Action Plan	12 Months

Attachment 1  
Estimated Time and Materials Fee

**ATTACHMENT 1**  
**JEA W/WW Wellfield Rehabilitation Subprogram**  
**Professional Services Proposed Fee Summary**

11/20/2019

<u>JACOBS LABOR</u>		<u>Hours</u>	<u>Cost</u>
Task 1	Subprogram Management Services	1,848	\$322,175
Task 2	Project Prioritization, Scheduling & Coordination	648	\$103,808
Task 3	Well Siting Services and JEA Real Estate Coordination for New Wells	2,207	\$250,246
Task 4	Wellfield Permitting and Regulatory Agency Coordination Services	1,343	\$184,765
Task 5	On-Call Wellfield Engineering and Field Services	1,452	\$159,808
Task 6	Develop Wellfield Improvement Action Plan	564	\$102,678
		<b>Labor Total</b>	<b>8,062      \$1,123,479</b>

<u>JACOBS EXPENSES</u>		
Expenses		\$56,174

Sub Allowance:

Sub Allowance:

<b>Expense Total</b>	<b>\$56,174</b>
----------------------	-----------------

<b>Total Time &amp; Material Not to Exceed Price:</b>	<b>\$1,179,653</b>
<b>Total Time &amp; Material Not to Exceed Price (in words):</b>	<b>One Million one hundred seventy nine thousand, six hundred fifty three dollars.</b>

Notes:

- 1) State firm fixed unit rates for each category required for the project, including all costs, direct and indirect, administrative costs, and all things necessary for completing the Project; then, state the total firm fixed not to exceed price for the project. The Estimated work-hours should match those proposed in the Work Plan and/or Scope. Full time equivalent staff is equal to **2,080 hours**. The total firm fixed not to exceed price shall include the costs of expenses, equipment, salaries, overhead, fringe benefits and operating margin.
- 2) Project schedule is based on a Notice to Proceed (NTP) of **November 18, 2019**, and work extending **12 months**. Changes to the period of performance may require additional compensation.
- 3) Proposal is based on **Time & Material Not to Exceed compensation** for the Tasks listed in this summary.

Attachment 1  
JEA W/WW Wellfield Rehabilitation Subprogram  
Professional Services Proposed Fee Breakdown

11/20/2019

Year =>				2019			2020																			
Month =>				Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep											
# of Weeks =>				Weeks =>	5	4	4	4	4	5	4	4	5	4	5											
Task List				Task Schedules =>																						
Task 1 Subprogram Managemt																										
Task 2 Project Prioritization, S																										
Task 3 Well Siting Services																										
Task 4 Wellfield Permitting anc																										
Task 5 On-Call Wellfield Engin																										
Task 6 Develop Wellfield																										
				</																						

Attachment 1 JEA Capital Program Management - Wellfield Rehabilitation Subprogram FY23 Professional Services Proposed Fee Breakdown for (TASK ORDER W1)							FY23 TO-W1 ESTIMATED FEE MATRIX																			
Cal Year => 2022							2023																			
Month =>							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep											
# of Weeks =>							4	4	5	4	4	5	4	4	5											
Task List																										
Role	Bill Rate Category	CY 2022 Bill Rate	CY 2023 Bill Rate	OCT	NOV	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	CY 2022 Hours	CY 2023 Hours	Total Hours	CY 2022 Rate	CY 2023 Rate	Jacobs Labor CY 2022	Jacobs Labor CY 2023	Jacobs Total Labor Cost	Jacobs Expenses	Jacobs Total Cost	
QC	PROGRAM MANAGER	\$ 286.53	\$ 292.26	30	30	40	30	30	40	30	30	40	30	30	40	100	300	400	\$ 286.53	\$ 292.26	\$ 28,653.00	\$ 87,678.00	\$ 116,331.00		\$ 116,331.00	
Principal in Charge	PROGRAM MANAGER	\$ 286.53	\$ 292.26	3	3	3	3	3	3	3	3	3	3	3	3	9	27	36	\$ 286.53	\$ 292.26	\$ 2,578.77	\$ 7,891.02	\$ 10,469.79		\$ 10,469.79	
Health and Safety	ENGINEER 6/TECHNOLOGIST 6	\$ 228.43	\$ 233.00	2	2	2	2	2	2	2	2	2	2	2	2	6	18	24	\$ 228.43	\$ 233.00	\$ 1,370.58	\$ 4,194.00	\$ 5,564.58		\$ 5,564.58	
Project Manager	ENGINEER 6/TECHNOLOGIST 6	\$ 228.43	\$ 233.00	160	160	200	160	160	200	160	160	200	160	160	200	520	1,560	2,080	\$ 228.43	\$ 233.00	\$ 118,783.60	\$ 363,480.00	\$ 482,263.60		\$ 482,263.60	
Document Controls	ENGINEER 1/TECHNOLOGIST 1	\$ 76.14	\$ 77.66	18	18	20	18	18	20	18	18	20	18	18	20	56	168	224	\$ 76.14	\$ 77.66	\$ 4,263.84	\$ 13,046.88	\$ 17,310.72		\$ 17,310.72	
Contracting	ENGINEER 4/TECHNOLOGIST 4	\$ 167.51	\$ 170.86	8	8	8	8	8	8	8	8	8	8	8	8	24	72	96	\$ 167.51	\$ 170.86	\$ 4,020.24	\$ 12,301.92	\$ 16,322.16		\$ 16,322.16	
Contracting	ENGINEER 2/TECHNOLOGIST 2	\$ 106.60	\$ 108.73	4	4	4	4	4	4	4	4	4	4	4	4	12	36	48	\$ 106.60	\$ 108.73	\$ 1,279.20	\$ 3,914.28	\$ 5,193.48		\$ 5,193.48	
Cost Control / Schedule	ENGINEER 4/TECHNOLOGIST 4	\$ 167.51	\$ 170.86	35	35	45	35	35	45	35	35	45	35	35	47	115	347	462	\$ 167.51	\$ 170.86	\$ 19,263.65	\$ 59,288.42	\$ 78,552.07		\$ 78,552.07	
Schedule	ENGINEER 7/TECHNOLOGIST 7	\$ 158.89	\$ 162.07	12	12	14	12	12	14	12	12	14	12	12	14	38	114	152	\$ 158.89	\$ 162.07	\$ 6,037.82	\$ 18,475.98	\$ 24,513.80		\$ 24,513.80	
Mtg coordination, minutes	ENGINEER 1/TECHNOLOGIST 2	\$ 106.60	\$ 108.73	7	7	9	7	7	9	7	7	9	7	7	9	23	69	92	\$ 106.60	\$ 108.73	\$ 2,451.80	\$ 7,502.37	\$ 9,954.17		\$ 9,954.17	
Mtg coordination, minutes	ENGINEER 2/TECHNOLOGIST 2	\$ 106.60	\$ 108.73	7	7	9	7	7	9	7	7	9	7	7	9	23	69	92	\$ 106.60	\$ 108.73	\$ 2,451.80	\$ 7,502.37	\$ 9,954.17		\$ 9,954.17	
Permitting	ENGINEER 3/TECHNOLOGIST 3	\$ 137.05	\$ 139.79	14	14	15	14	14	15	14	14	15	14	14	14	43	128	171	\$ 137.05	\$ 139.79	\$ 5,893.15	\$ 17,893.12	\$ 23,786.27		\$ 23,786.27	
Permitting	ENGINEER 2/TECHNOLOGIST 2	\$ 106.60	\$ 108.73	14	14	14	14	14	15	14	14	15	14	14	14	42	128	170	\$ 106.60	\$ 108.73	\$ 4,477.20	\$ 13,917.44	\$ 18,394.64		\$ 18,394.64	
Well Siting and Real Estate Coordination	ENGINEER 2/TECHNOLOGIST 2	\$ 106.60	\$ 108.73	20	20	24	20	20	24	20	20	24	19	19	24	64	190	254	\$ 106.60	\$ 108.73	\$ 6,822.40	\$ 20,658.70	\$ 27,481.10		\$ 27,481.10	
Well Siting and Real Estate Coordination	ENGINEER 3/TECHNOLOGIST 3	\$ 137.05	\$ 139.79	20	20	24	20	20	24	20	20	24	19	19	24	64	190	254	\$ 137.05	\$ 139.79	\$ 8,771.20	\$ 26,560.10	\$ 35,331.30		\$ 35,331.30	
Well Siting and Real Estate Coordination	ENGINEER 4/TECHNOLOGIST 4	\$ 167.51	\$ 170.86	5	5	5	5	5	5	5	5	5	5	5	5	15	45	60	\$ 167.51	\$ 170.86	\$ 2,512.65	\$ 7,688.70	\$ 10,201.35		\$ 10,201.35	
																0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
	EXPENSES			\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 90.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 935.80	2,700.00	7,325.80	10,025.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,025.80	\$ 10,025.80	
																CY 2022 Hours	CY 2023 Hours	Total Hours			Jacobs 2022 Labor Total	Jacobs 2023 Labor Total	Jacobs Total Labor Cost	Jacobs Expense Total	Total Cost	
																1,154	3,461	4,615			\$ 219,630.90	\$ 671,993.30	\$ 891,624.20	\$ 10,025.80	\$ 901,650.00	
TOTAL HOURS BY MONTH =>				359	359	436	359	359	437	359	359	437	357	357	437	TOTAL PROJECT FEE										Total Cost

	Calendar 2022			Calendar 2023								
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Cash Flow - monthly	\$ 68,881.73	\$ 68,881.73	\$ 84,567.44	\$ 70,241.40	\$ 69,431.40	\$ 86,349.58	\$ 70,241.40	\$ 70,241.40	\$ 86,349.58	\$ 69,992.88	\$ 69,992.88	\$ 86,478.58
Cash Flow - cumulative	\$ 68,881.73	\$ 137,763.46	\$ 222,330.90	\$ 292,572.30	\$ 362,003.70	\$ 448,353.28	\$ 518,594.68	\$ 588,836.08	\$ 675,185.66	\$ 745,178.54	\$ 815,171.42	\$ 901,650.00
	FY 23											
	Total Hours = 4,615											
	Total Labor Cost = \$891,624											
	% of Overall Project Cost = 99%											

Assumptions:

1. This cashflow is based on the following anticipated POs all being delivered as planned. If any of these POs are cancelled or deferred, the TO-W1 cashflow will need to be revised.

Subprogram Management Services	
Deerwood Well 5 Rehab	\$75,000
Deerwood Well 8 Rehab	\$75,000
Cecil Well 2 Rehab	\$75,000
Brierwood Well 1 Rehab	\$75,000
Brierwood Well 2 Rehab	\$75,000
Nassau Regional Well 1 Deepening	\$75,000
Nassau Regional Well 2 Deepening	\$75,000
TBD Well Rehab	\$75,000
Ponce De Leon Well 1 Replacement	\$135,000
Ridenour Well 5 Rehab	\$19,300
Deerwood Well 3 Rehab	\$19,200
Arlington Well 4 Rehab	\$7,300
Lofton Oaks Well 1 Rehab	\$5,600
Subprogram Management Services Subtotal	\$786,400
Permitting Services	
Nassau Regional Well 1 Deepening	\$8,500
Nassau Regional Well 3 Deepening	\$8,500
PDL Replacement Well	\$25,250
Permitting Services Subtotal	\$42,250
Well Siting and Real Estate Coordination Services	
Well Siting and Real Estate Services Subtotal	\$73,000
Well Siting and Real Estate Services Subtotal	\$73,000
FY23 Total	\$901,650

## JEA Water/Wastewater Capital Program Management Services

Task Order W10 (TO-W10), *Wellfield Rehabilitation Subprogram – Group 4 Well Rehabilitation Services*, will be executed under the terms and conditions of JEA Contract No. 182848, which was executed on July 9, 2019. This TO gives no rights or benefits to anyone other than JEA and Jacobs Engineering Group Inc. (Jacobs) and has no third-party beneficiaries.

### Background

JEA continues to improve its infrastructure to supply a reliable source of drinking water to its customers and operate its wellfields and water treatment plants in a sustainable manner. JEA's goal for its water supply system is to develop an overall system that is dynamic and adaptable so that it can evolve to meet customer demands, while best managing and sustaining the available groundwater resource. The Wellfield Rehabilitation Subprogram is a cornerstone of this effort because it focuses on improving wellfield capacity, performance, and water quality through implementation of well rehabilitation, modification, and construction projects system wide. This TO includes services for implementing the fourth group of well rehabilitation projects identified under the Wellfield Rehabilitation Subprogram.

For Fiscal Year 2023, Jacobs and JEA staff identified six projects for well rehabilitation, two projects for well deepening, and one well replacement project, to provide JEA additional water supply capacity in the Lofton Oaks and North and South Grid service areas to help meet the seasonal peak demands. The well replacement project will be delivered under a separate task order (TO-W9). The eight well rehabilitation projects listed in the following will be delivered under this TO and include taking wells out of service and testing, logging, acidizing, and placing the wells back into service by October 1, 2023. Rehabilitation projects will be implemented starting in September 2022 and include the following production wells and corresponding activity numbers.

#### Activity Numbers

1. Deerwood Well No. 5 Rehabilitation
2. Deerwood Well No. 8 Rehabilitation
3. Brierwood Well No. 1 Rehabilitation
4. Brierwood Well No. 2 Rehabilitation
5. Cecil Commerce Well No. 2 Rehabilitation
6. Nassau Regional Well No. 1 Deepening/Rehabilitation
7. Nassau Regional Well No. 3 Deepening/Rehabilitation
8. TBD Well Rehabilitation

### Scope of Services

The purpose of TO-W10 is to authorize Jacobs to provide JEA with professional engineering services for the testing, logging, acid rehabilitation, and pump sizing and selection services for Deerwood Well No. 5, Deerwood Well No. 8, Brierwood Well No. 1, Brierwood Well No. 2, Cecil Commerce Well No. 2, Nassau Regional Well No. 1 (deepening), Nassau Regional Well No. 3 (deepening), and one to-be-determined (TBD) well.

Services under this TO will be executed at the direction of the JEA Program Manager. While services may change or be modified by the JEA Program Manager, the general scope of services to be provided by Jacobs under this TO includes the following Scope Items.

#### Scope Items

1. MOT and Action Plan Development and Site Visits
2. Well Investigation Services
3. Well Rehabilitation and Testing
4. Well Rehabilitation Report Preparation

5. Pump Sizing and Selection Services
6. Well Deepening and Testing
7. Well Rehabilitation for Deepening

These services are described in detail in the following sections.

Tables 1A and 1B show the services to be provided for each well rehabilitation project. Each rehabilitation project is assigned an activity number with up to eight activities to be provided under TO-W10. Costs tracked by activity are provided at the end of this TO (refer to Table 2 and Attachment 1).

### **Scope Item 1: MOT and Action Plan Development and Site Visits**

#### **Subtask 1.1: Action Plan Development**

Jacobs will conduct site visits with the well support services subcontractor (Complete Services) to further identify site-specific information to implement well investigation, rehabilitation, and testing services for projects listed in Tables 1A and 1B. The information gathered during the site visits will be used to develop detailed, site-specific action plans and evaluate the need for maintenance of traffic (MOT).

The action plans will include aerial photographs of the sites and will show well testing equipment layout; identify potential discharge locations, temporary water service, and various site constraints and recommendations; and show site access and security. The action plans will also provide specific recommendations that may include action items JEA must address to implement project plans, which include but are not limited to tree trimming/removal and potential project outreach and real estate needs. Additional site visits may be warranted in advance of, and in preparation for, the well testing and rehabilitation plans.

#### **Subtask 1.2: Maintenance of Traffic Plans**

Based on information collected in Subtask 1.1 and if warranted, Jacobs will prepare and submit MOT plans to the City of Jacksonville (COJ) for review and approval to execute well investigation and rehabilitation services. Jacobs assumes one round of COJ review comments to address per well site.

For costing purposes, it is assumed that MOT will not be required to implement the rehabilitation and testing of the wells listed for Activities 1 through 7 but will be included for Activity 8, the TBD well.

Task Order W10: Wellfield Rehabilitation Subprogram – Group 4 Well Rehabilitation Services

**Table 1A. Engineering Services for Activities 1 through 8**

*TO-W10: Wellfield Rehabilitation Subprogram – Group 4 Well Rehabilitation Services*

	Activity Number =>	1	2	3	4	5	6	7	8
Scope Item No.	Service Description	Rehab Deerwood Well No. 5	Rehab Deerwood Well No. 8	Rehab Brierwood Well No. 1	Rehab Brierwood Well No. 2	Rehab Cecil Commerce Well No. 2	Deepen/ Rehab Nassau Regional Well No. 1	Deepen/ Rehab Nassau Regional Well No. 3	TBD Well
<b>1</b>	<b>MOT and Action Plan Development and Site Visits</b>								
	1.1 Action Plan Development	✓	✓	✓	✓	✓	✓	✓	✓
	1.2 MOT Plans								✓
<b>2</b>	<b>Well Investigation Services</b>								
	2.1 Pre-rehabilitation Pumping Test	✓	✓	✓	✓	✓			✓
	2.2 Static/Dynamic Video and Geophysical Logging	✓	✓	✓	✓	✓			✓
<b>3</b>	<b>Well Rehabilitation and Testing</b>	✓	✓	✓	✓	✓			✓
<b>4</b>	<b>Well Rehabilitation Report Preparation</b>	✓	✓	✓	✓	✓	✓	✓	✓
<b>5</b>	<b>Pump Sizing and Selection Services</b>	✓	✓	✓	✓	✓	✓	✓	✓
<b>6</b>	<b>Well Deepening and Testing</b>						✓	✓	
<b>7</b>	<b>Well Rehabilitation for Deepening</b>						✓	✓	

**Task Order W10: Wellfield Rehabilitation Subprogram – Group 4 Well Rehabilitation Services**

**Table 1B. Subcontractor Services for Activities 1 through 8**

*TO-W10: Wellfield Rehabilitation Subprogram – Group 4 Well Rehabilitation Services*

Activity Number =>	1	2	3	4	5	6	7	8
Service Description	Rehab Deerwood Well No. 5	Rehab Deerwood Well No. 8	Rehab Brierwood Well No. 1	Rehab Brierwood Well No. 2	Rehab Cecil Commerce Well No. 2	Deepen/ Rehab Nassau Regional Well No. 1	Deepen/ Rehab Nassau Regional Well No. 3	TBD Well
Well Acidization/Investigation Mobilization/Demobilization	✓	✓	✓	✓	✓			✓
Casing Repair Upper Terminus								
Maintenance of Traffic								✓
Installation of Discharge Piping	✓	✓	✓	✓	✓			✓
Fabrication of Flange for Production Pump	✓	✓	✓	✓	✓			✓
Pre-rehabilitation Capacity Test								
Pull Existing Production Pump	✓	✓	✓	✓	✓			✓
Install Test Pump with Modified Acid Flange	✓	✓	✓	✓	✓			✓
Geophysical Logging and Video Survey	✓	✓	✓	✓	✓			✓
Installation Acidization Equipment	✓	✓	✓	✓	✓			✓
Supply 20% Strength Hydrochloric Acid (HCl)	✓	✓	✓	✓	✓			✓
Perform Acidization and Pull Tremies	✓	✓	✓	✓	✓			✓
Well Development	✓	✓	✓	✓	✓			✓
Post-rehabilitation Capacity Test	✓	✓	✓	✓	✓			✓

**Task Order W10: Wellfield Rehabilitation Subprogram – Group 4 Well Rehabilitation Services**

Activity Number =>	1	2	3	4	5	6	7	8
Service Description	Rehab Deerwood Well No. 5	Rehab Deerwood Well No. 8	Rehab Brierwood Well No. 1	Rehab Brierwood Well No. 2	Rehab Cecil Commerce Well No. 2	Deepen/ Rehab Nassau Regional Well No. 1	Deepen/ Rehab Nassau Regional Well No. 3	TBD Well
Removal of Test Pump and Installation of Production Pump	✓	✓	✓	✓	✓			✓
Chlorination of Well/Clear Well	✓	✓	✓	✓	✓			✓
Post-acidization Capacity Test Vibration Analysis	✓	✓	✓	✓	✓			✓
Nassau Regional Well No. 1 Deepening and Testing Services						✓		
Nassau Regional Well No. 3 Deepening and Testing Services							✓	
Nassau Regional Well No. 1 Rehabilitation Services						✓		
Nassau Regional Well No. 3 Rehabilitation Services							✓	

## **Deliverables**

The following deliverables will be submitted to JEA as part of Scope Item 1:

- Action plans, one for each well, in electronic format (PDF), image, and bulleted summary of Jacobs and JEA action items submitted to the JEA Program Manager via email
- MOT plans, if required, for the TBD well sites in electronic format (plan view PDF)

## **Meetings**

The following meetings are included as part of Scope Item 1:

- Site visits with Jacobs staff and the well support services contractor at each well site
- If needed, a kickoff meeting among Jacobs, JEA (Program Manager and project outreach staff), and well support services contractor

## **Assumptions**

The following assumptions are included as part of Scope Item 1:

- Site visits will be held at individual well sites.
- JEA will provide the necessary personnel to assist with site visits and observations.
- JEA will coordinate all project outreach and real estate activities.
- Jacobs will be responsible for the design of any MOT plans and approval by COJ.
- MOT plans are not required for wells listed as Activities 1 through 7. If MOT plans are needed for these projects, an additional fee will be required.

## **Scope Item 2: Well Investigation Services**

Jacobs will perform well investigation services to evaluate the pre-rehabilitation condition of the production wells listed in Tables 1A and 1B and to obtain information necessary to implement the well rehabilitation procedures described in Scope Item 3. Jacobs will subcontract directly with a JEA-approved well support services Jacksonville Small Emerging Business (JSEB) contractor, Complete Services of Jacksonville, Florida (Complete Services), to provide well support assistance and furnish, install, and operate all test equipment necessary to implement the following services.

### **Subtask 2.1: Pre-rehabilitation Pumping Test**

Pumping tests will be performed to evaluate the pre-rehabilitation performance of the wells (that is, pre-rehabilitation specific capacity, production rate, and well efficiency) if recent well testing has not been conducted. The pre-rehabilitation well testing results will serve as a baseline to evaluate the effectiveness of the rehabilitation procedure described in Scope Item 3. Pumping tests may be performed with either a temporary test pump and discharge piping or using the existing pump and wellhead equipment if the existing wellhead assembly and pump are functioning properly. Functionality of the existing pumps and equipment will be assessed during the site visits described in Scope Item 1.

During the pumping tests, water samples will be collected from the wells to establish baseline water quality characteristics prior to rehabilitating the wells. Water samples will be collected and delivered to the JEA Springfield Laboratory for analysis of major ions.

## Subtask 2.2: Static/Dynamic Video and Geophysical Logging

Geophysical logging will be conducted to identify water-producing zones and assess water quality characteristics in the open boreholes of the following wells:

1. Deerwood Well No. 5 Rehabilitation
2. Deerwood Well No. 8 Rehabilitation
3. Brierwood Well No. 1 Rehabilitation
4. Brierwood Well No. 2 Rehabilitation
5. Cecil Commerce Well No. 2 Rehabilitation
6. TBD Well

Geophysical logging will be conducted under static (non-pumping) and dynamic (pumping) conditions and will include caliper, gamma, formation resistivity, flow, and fluid temperature and conductivity. Logging results will be used to develop rehabilitation plans and select target intervals for acidization in the production wells. Jacobs will use existing geophysical logs, where applicable. Video surveys will also be conducted to visually observe casing and well bore conditions prior to well rehabilitation.

The methods and results of the well performance testing, water quality sampling, and the video and geophysical logging will be summarized and documented in the well rehabilitation and testing report described in Scope Item 4.

## Deliverables

The following deliverables will be submitted to JEA as part of Scope Item 2:

- One investigation plan for each well will be prepared by Jacobs and documented in an email. The investigation plans will be implemented in accordance with the general steps and procedures outlined in the well investigation plans prepared for the last 3 years of the Wellfield Rehabilitation Subprogram project, which will be used as a guidance document to investigate and test the wells.
- Copies of well performance testing data, water quality reports, and video and geophysical logs (PDF and LAS file format).

## Meetings

No meetings are included as part of Scope Item 2.

## Assumptions

The following assumptions are included as part of Scope Item 2:

- Jacobs will contract directly with Complete Services for well support services to assist with implementing the well investigations. Jacobs' well support contractor will provide all pumping and discharge equipment necessary to perform work.
- Jacobs and its well subcontractor will have access to the well sites as needed.
- MOT plans developed as part of Scope Item 1 will be implemented during the investigation work, if required.
- Deerwood Well No. 5, Deerwood Well No. 8, Brierwood Well No. 1, Brierwood Well No. 2, and Cecil Commerce Well No. 2 will be tested using their existing pumps and wellhead equipment prior to rehabilitation.
- The TBD well rehabilitation project listed in Tables 1A and 1B will be tested using a temporary test pump, discharge piping, and equipment prior to rehabilitation. Use of a temporary pump and discharge piping will be reassessed once the well rehabilitation project is identified and agreed to by JEA.

## **Task Order W10: Wellfield Rehabilitation Subprogram – Group 4 Well Rehabilitation Services**

- Deerwood Well No. 5, Deerwood Well No. 8, Brierwood Well No. 1, Brierwood Well No. 2, Cecil Commerce Well No. 2, and the TBD well will be tested post-rehabilitation using a temporary test pump and discharge piping.
- Geophysical logging will be reassessed for the TBD project once the well rehabilitation project is identified and agreed to by JEA.
- Jacobs will provide all field equipment necessary to collect manual water level, flow, and water quality measurements during testing and sampling.
- Jacobs will collect water quality laboratory samples from each well. All water samples will be submitted to the JEA Springfield Laboratory for analysis of major ions and sulfides by JEA staff.
- Jacobs will not begin well investigation activities until JEA project outreach staff has notified the surrounding residents, JEA Real Estate has obtained temporary construction easements, COJ has approved the MOT plans (if required), action items in the action plans are addressed, and the necessary equipment is in place.
- Actions by JEA that cause the well investigation period to exceed 2 weeks may result in an additional fee.
- JEA will assist, as needed, during the well investigation work to coordinate with the surrounding neighbors, coordinate internally with JEA's power group to modify power facilities and supplies as needed to conduct well investigations, and determine if out-of-service wells during testing will impact customer service.

### **Scope Item 3: Well Rehabilitation and Testing**

Jacobs will develop and implement the plans necessary to rehabilitate the production wells listed in Tables 1A and 1B. Well rehabilitation will be performed to increase the production capacity of the wells using the slow-rate acidization (SRA) process developed by Jacobs, JEA, and Complete Services. Jacobs plans to subcontract with Complete Services to assist during SRA procedures and will be responsible for purchasing and handling the hydrochloric acid (HCl), acid storage tank, and secondary containment for each well rehabilitation project.

As part of this scope item, post-rehabilitation pumping tests will be conducted on each well to evaluate the effectiveness of the acid placement following development of the wells. Jacobs will provide all pumping, discharge, and testing equipment necessary to perform the post-rehabilitation development and performance testing work for the well rehabilitation projects. Following development and the post-rehabilitation pumping test of each well, the temporary pump and discharge equipment will be removed, and the production pump will be chlorinated, installed, and placed into service.

During post-rehabilitation testing, water samples will be collected from the wells to evaluate water quality characteristics following rehabilitation. Water samples will be collected and delivered to the JEA Springfield Laboratory for analysis of major ions.

Jacobs will prepare a brief rehabilitation and testing plan for each well rehabilitation prior to implementing SRA. The plan will include a site plan including key elements of the action plan described in Scope Item 1, description of primary components and general setup required for SRA, target acid intervals, acid volumes, anticipated flow rates, testing requirements, schedule, and safety considerations.

### **Deliverables**

The following deliverables will be submitted to JEA as part of Scope Item 3:

- Well rehabilitation plans (one for each well) in electronic format (PDF)
- SRA data and post-rehabilitation water quality and well performance data files

### **Meetings**

The following meetings are included as part of Scope Item 3:

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- One meeting with the JEA Program Manager at each well site during preparation of the rehabilitation plan
- Conference calls with the JEA Program Manager and support staff, as needed

### **Assumptions**

The following assumptions are included as part of Scope Item 3:

- Jacobs and its subcontractors will have access to the well site as needed.
- One rehabilitation plan will be developed for each well. JEA review comments will be provided within 5 working days of receipt of the rehabilitation plans.
- Overall, well rehabilitation services will be limited to a maximum of 6 weeks. Delays causing the rehabilitation period to exceed 6 weeks may result in additional fee.
- Jacobs will purchase and coordinate delivery and storage for all acid used during well rehabilitation.
- Each well rehabilitation project listed in Tables 1A and 1B requires approximately 9,200 gallons of 20 percent HCl delivered to each well site in two batches.
- The budget for this scope of services does not include manpower or equipment that might be necessary to clear obstructions in existing stormwater systems for discharge of well water or obstructions in wellbores to complete the rehabilitation and testing activities described in Scope Items 2 and 3. If obstructions are encountered, this work can be performed as an additional service.
- JEA will assist, as needed, during the well rehabilitation work to coordinate with the surrounding neighbors, coordinate internally with JEA's power group to modify power facilities (such as overhead power lines) and supplies as needed to conduct well investigations, and determine if out-of-service wells during testing will impact customer service.
- JEA will be responsible for collecting and analyzing bacteriological samples prior to placing wells back into service.
- MOT plans developed as part of Scope Item 1 will be implemented by Jacobs and its subcontractors during the rehabilitation and testing work, if required.
- Florida Department of Environmental Protection and St. Johns River Water Management District (SJRWMD) permitting is not required to implement acid rehabilitation.
- Jacobs will provide all SRA and post-rehabilitation testing. Jacobs plans to use Complete Services for assistance during SRA and other well support services.
- The TBD well rehabilitation project has not been identified. However, provisions are included in this TO that allow Jacobs to perform typical well rehabilitation work based on previous well investigation and rehabilitation experience under the Capital Program. The services included in the TBD well rehabilitation project are shown in Tables 1A and 1B.

### **Scope Item 4: Well Rehabilitation Report Preparation**

Following completion of acid rehabilitation, Jacobs will prepare a technical memorandum (TM) for each well documenting the well investigation, rehabilitation, and testing activities described in Scope Items 2 and 3 or, as applicable, well deepening/rehabilitation activities described in Scope Items 6 and 7. The TMs will provide a description of methods and results of well rehabilitation procedures, pre- and post-rehabilitation performance testing, water quality analyses, and video and geophysical logging. A potential energy savings analysis will be included, followed by conclusions and recommendations regarding future well operations.

The TMs will consist of approximately 15 pages of text, tables, and figures, along with attachments of the pre- and post-rehabilitation pumping test data, water quality reports, and video and geophysical logging data and observations. Jacobs will prepare a draft TM for review and will address one round of review comments before finalizing the report.

## **Deliverables**

The following deliverables will be submitted to JEA as part of Scope Item 4:

- Draft well rehabilitation and testing TMs (PDF delivered via email)
- Final well rehabilitation and testing TMs (PDF delivered via email)

## **Meetings**

No meetings are included as part of Scope Item 4.

## **Assumptions**

The following assumptions are included as part of Scope Item 4:

- One rehabilitation and testing TM will be prepared for each well. JEA review comments will be provided within 7 working days of receipt of the rehabilitation and testing TM.

## **Scope Item 5: Pump Sizing and Selection Services**

Jacobs will assess the pumping requirements for the wells listed in Tables 1A and 1B to determine if pump modifications or selection of new pumps are required after rehabilitation. If a new pump selection is necessary, Jacobs will perform a pump analysis based on the most recent specific capacity testing results. Jacobs will prepare a brief TM summarizing the basis for selecting the new pumps or pump modifications. Information contained in the TM will include the following recommendations, as appropriate:

- Flow and total dynamic head
- Pump model including curve and duty point
- Motor horsepower and efficiency
- Pump level setting
- Assumed pumping water levels
- Column length
- Column and bowl diameter
- Discharge head diameter

Scope Item 5 includes services to field test and evaluate swing pumps that are temporarily installed in the wells following rehabilitation to determine their viability to remain in the wells for permanent operation. Jacobs will collect data on flow, water level, discharge pressure, amps, and volts and record vibration results as part of the test. These test data will be provided to the JEA Program Manager and summarized in the pump selection TM described previously. Recommendations for electrical modifications to accommodate the swing pumps long term will also be provided to JEA Operation and Maintenance staff and communicated via email.

Jacobs will use existing hydraulic models developed by Jacobs for Southeast, Ridenour, Arlington, Briarwood, Julington Creek, and Greenland raw water systems to perform the pump selection evaluations. If a hydraulic model has not been prepared for the JEA-selected TBD well, additional scope and fee will be required to prepare this Fathom hydraulic model.

## **Deliverables**

The following deliverables will be submitted to JEA as part of Scope Item 5:

- Draft TM in PDF format delivered via email
- Final TM in PDF format delivered via email
- Electrical modification recommendations via email, if needed

## Meetings

The following meetings are included as part of Scope Item 5:

- One meeting per well site to discuss draft TM review comments. Additional meetings are not assumed unless directed by JEA and budget allows.

## Assumptions

The following assumptions are included as part of Scope Item 5:

- Jacobs will use Fathom hydraulic modeling software. The Fathom model will be calibrated using data from the pre-rehabilitation pumping test.
- Jacobs has prepared Fathom hydraulic models as part of previous wellfield projects for several raw water pipe systems. Jacobs has prepared raw water models for Deerwood, Brierwood, Nassau Regional, and Cecil Commerce and will use those models for the pump selection evaluations.
- If a Fathom hydraulic model has not been prepared for the JEA-selected TBD well, additional scope and schedule will be required to prepare this Fathom hydraulic model.
- JEA will provide production goals for new and rehabilitated pumps. The production rate of each well will be established and agreed upon by JEA prior to conducting the pump analysis and developing the TM.
- JEA will provide pump manufacturers to base the design of the new pumps upon.
- Jacobs can provide contracting and coordination services for pump acquisition and installation under a separate TO authorization.
- JEA will provide a temporary swing pump if the final pump cannot be delivered within the timeframe needed to be in service to meet water demands.
- Jacobs will provide a staff member for monitoring electrical parameters during the pump startup testing. The staff will be qualified for electrical testing and measurement as defined by both the Occupational Safety and Health Administration and National Fire Protection Association (NFPA) (29 *Code of Federal Regulations* 1910 Subpart S and NFPA.70E).
- It is assumed that the existing electrical infrastructure is code-compliant for operation of the replacement pumps. If electrical upgrades are required, JEA will provide the required electrical improvements for operation of the new pumps. As an additional service, Jacobs can provide design and construction services for the required electrical improvements; however, it may not be possible to complete these services by the next high-demand period.
- If minor wellhead piping or instrumentation modifications are required for the rehabilitated wellheads to accommodate the new pumps, JEA will provide the mechanical and instrumentation improvements required (for example, piping, valves, fittings, painting, water level indicators, conductivity probes, flowmeters, pressure gauges, and transmitters, as required). As an additional service, Jacobs can provide design and construction services for the required wellhead piping and/or instrumentation modifications; however, it may not be possible to complete these services before the next high-demand period.
- No upgrades to the wellhead sites (that is, standby generator provisions, fence or gate improvements, lighting, painting, instrumentation, or supervisory control and data acquisition [SCADA] modifications) will be provided under this scope item. If needed, wellhead site upgrades identified can be designed and constructed under a separate TO authorization.
- No site survey or asset management documentation is included for the well rehabilitation projects listed in Tables 1A and 1B. This work can be performed by Jacobs as an additional service under a separate TO authorization.

## Scope Item 6: Well Deepening and Testing

The objective of this scope item is to quickly increase the production capacity of the production wells listed in Tables 1A and 1B by deepening the existing borehole to penetrate additional water-producing zones. The general scope of work for this project includes taking the well out of service during the low-demand period and testing, logging, rehabilitating, deepening the open borehole, and placing the well back into service before the high-demand period begins. Jacobs plans to subcontract with Complete Services to perform the deepening and testing work. The detailed scope of services to be provided under Scope Item 6 is described herein.

Prior to commencing work, Jacobs will obtain the appropriate well modification permit from the SJRWMD, prepare the plans and specifications to complete the work, and conduct a step-drawdown pumping test using the existing pump and wellhead equipment to evaluate current well performance. Following these initial tasks and completion of the site preparation work conducted by JEA, Jacobs will perform the following tasks: pull the existing production pump; mobilize the drill rig and equipment to the site; and set up fluid containment system for reverse-air drilling, including settling tanks and filtration. Following mobilization and setup, the existing borehole will be rehabilitated to increase the specific capacity using either underreaming or acidization techniques as described in Scope Item 7.

Following rehabilitation, Jacobs will install a temporary test pump and conduct a pumping test to evaluate the specific capacity and the effectiveness of the rehabilitation work. After the pumping test is completed, the test pump will be removed and the existing borehole will be deepened to the appropriate depth. The purpose of deepening the open borehole is to penetrate deeper permeable zones to increase well capacity. During drilling, reverse-air water samples will be collected from the discharge and field analyzed for pH, specific conductivity, temperature, sulfate, and chlorides to evaluate water quality with depth. If unsuitable water quality is encountered, the open hole will be backplugged with neat cement.

Following deepening, Jacobs will install a test pump and conduct a post-deepening, step-drawdown pumping test to evaluate well performance and the specific capacity change following deepening. Upon completion of the pumping test, Jacobs will conduct a suite of geophysical logs under static and dynamic conditions. Geophysical logs will include caliper, natural gamma, formation resistivity, fluid conductivity and temperature, and flow. A video survey of the entire well will be performed from land surface to total depth.

Following video and geophysical logging, Jacobs will chlorinate the well and re-install the existing production pump, and JEA will reconnect the pump motor to power, re-install the wellhead assembly that was removed initially, and conduct bacteriological sampling.

Jacob will restore the site, assist JEA with bacteriological sampling and placing the well back into service, and perform an in-service pump startup to evaluate pump performance under the new hydraulic conditions. Motor vibration will be measured during the pump startup at the maximum in-service pumping rate.

## Deliverables

The following deliverables will be submitted to JEA as part of Scope Item 6:

- Well deepening and testing plan approved by SJRWMD and a copy of SJRWMD well modification permit in PDF format delivered via email
- Draft and final drilling and testing specifications in PDF format delivered via email
- Report summarizing the methods and results of the well deepening, testing, and rehabilitation work in PDF format delivered via email
- Pump evaluation and selection TM in PDF format delivered via email

## Meetings

The following meetings are included as part of Scope Item 6.

- One project kickoff meeting with JEA Program Manager and support staff

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- One conference call with JEA Environmental and SJRWMD staff to discuss project and permitting requirements
- Conference calls with the JEA Program Manager and support staff, as needed

### **Assumptions**

The following assumptions are included as part of Scope Item 6:

- Jacobs and its subcontractors will have access to the well site as needed.
- One deepening plan will be developed for both wells. JEA review comments will be provided within 5 working days of receipt of the plan.
- Overall, well deepening, rehabilitation, and testing services will be limited to a maximum of 14 weeks. Delays causing the rehabilitation period to exceed 14 weeks may result in additional fee.
- JEA will be responsible for performing all site preparation work at Nassau Regional Well No. 1 (for example, tree trimming, fence removal/reconfiguration, temporary fencing, site stabilization, and so forth) in conjunction with Project Outreach.
- JEA will be responsible for dismantling and re-installing the wellhead assembly at each well site.
- JEA will be responsible for the following wellhead preparation activities at Nassau Regional Well No. 1: dig up raw water pipeline, install blind flange to seal pipeline below grade, and backfill over excavated area; remove the electrical panels near the well, dig up and cap conduits below grade, and backfill over excavated area.
- Jacobs will cut down and raise the top of casing at Nassau Regional Well No. 1 to the appropriate elevation and pour concrete pad.
- Jacobs will work with JEA Real Estate to obtain a temporary construction easement (TCE) at Nassau Regional Well No. 1, if required, as well as restore the area within the TCE once the work is completed.
- Jacobs will provide temporary stabilization mats and build a protective box around the existing electrical equipment at Nassau Regional Well No. 3.
- Jacobs will have power access at Nassau Regional Well No. 3 site before, during, and after deepening, rehabilitation, and testing.
- JEA will assist, as needed, during the well deepening work to coordinate with the surrounding neighbors, coordinate internally with JEA's power group to modify power facilities (such as overhead power lines) and supplies as needed to conduct well deepening, and determine if out-of-service wells will impact customer service.
- JEA will be responsible for collecting and analyzing bacteriological samples prior to placing well back into service.

### **Scope Item 7: Well Rehabilitation for Deepening**

Jacobs will rehabilitate the existing borehole to increase the production capacity of the production wells listed in Tables 1A and 1B prior to deepening the borehole. Well rehabilitation will be performed using either an underreamer bit to remove mineral precipitation buildup from the borehole walls or using a targeted, light SRA process that uses reduced volumes of 20 percent HCl. The application of underreaming will be evaluated first. If underreaming is not feasible or will impact schedule, Jacobs will implement the alternate method of SRA application. Jacobs plans to subcontract with Complete Services to assist during the underreaming or SRA procedures and will be responsible for providing underreamer bits or purchasing and handling the HCl, acid storage tank, and secondary containment for each well deepening project.

## **Deliverables**

The following deliverables will be submitted to JEA as part of Scope Item 7:

- Underreaming or SRA data and post-rehabilitation water quality and well performance data files.
- Rehabilitation plan which will be documented in the deepening plan described in Scope Item 6.

## **Meetings**

No meetings are included as part of Scope Item 7.

## **Assumptions**

The following assumptions are included as part of Scope Item 7:

- Jacobs will purchase and coordinate delivery of the underreamer bits if this method is used to rehabilitate the existing wellbore.
- Jacobs will purchase and coordinate delivery and storage for all acid used during well rehabilitation if SRA is used to rehabilitate the existing wellbore. Each SRA project will receive approximately 4,000 gallons of 5 percent HCl delivered to each well site in one batch.

## **General Assumptions**

General assumptions covering the entirety of TO-W10 include the following:

- Subprogram management services, including but not limited to management and accountability of the fee and schedule, supervision of the wellfield team and support staff, and coordination of deliverables, will be provided under TO-W1.
- Permitting services for the well deepening and rehabilitation projects will be provided under TO-W1.
- This intent of this TO is to describe, in general, the overall scope of services and deliverables to be provided under this TO. Cost estimates provided in the TO were prepared in good faith with the best available information at the time of preparation. Due to the nature of this work and the potential for changed conditions and JEA priorities, it is very likely and expected that the actual scope of services provided will change, and associated costs will need to be adjusted during the work. Jacobs will work with JEA during change management and will provide JEA schedule and cost impacts associated with scope changes during implementation of the TO.
- The TBD project presented in this TO will be identified later at the request and direction of JEA Project Management and support staff. Once the TBD project is identified by JEA, Jacobs will visit the well sites and reassess the scope and fee.
- Jacobs will reasonably rely upon the accuracy and completeness of the information/data provided by JEA and other third parties.
- Jacobs will provide JEA's operations staff with timely notice of required system interruptions. Jacobs will not start up, operate, or shut down equipment. Jacobs will coordinate these activities with JEA's operations staff.
- Jacobs and its personnel have no authority to exercise any control over any JEA personnel, third-party construction contractor(s), or other third-party entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of JEA personnel, third-party construction contractor(s), or other third-party entity or any other persons at the site except Jacobs' own personnel and its subcontractors.
- Due to the age and unknown current conditions of the existing wells, Jacobs cannot guarantee the performance (quantity, quality, or otherwise) of the wells post-rehabilitation and cannot accept liability for damage to the wells as a result of the rehabilitation services, unless caused by Jacobs' gross negligence or the gross negligence of Complete Services.

## Payment for Services

The total estimated fee for TO-W10 is **\$3,305,321** as summarized in Table 2. Time and materials are the basis of payment for this scope of service. It is expected that Jacobs' fee will be expended during JEA Fiscal Year 2023 per the schedule included. A further breakdown of Activities 1 through 8 can be found in Attachment 1.

Monthly invoices will be submitted to JEA. Jacobs may adjust budgets between activities, as shown in Attachment 1, within the total budget to meet the subprogram needs.

**Table 2. Estimated Time and Materials Fee Summary for TO-W10 Activities**

*TO-W10: Wellfield Rehabilitation Subprogram – Group 4 Well Rehabilitation Services*

Activity No.	Description	Labor Subtotal	Jacobs Expenses	Subcontractor Costs	5% Markup	Total
1	Deerwood Well No. 5 Rehabilitation Services	\$78,700	\$7,600	\$252,654	\$12,633	<b>\$351,586</b>
2	Deerwood Well No. 8 Rehabilitation Services	\$78,700	\$7,600	\$252,654	\$12,633	<b>\$351,586</b>
3	Brierwood Well No. 1 Rehabilitation Services	\$78,700	\$7,600	\$252,654	\$12,633	<b>\$351,586</b>
4	Brierwood Well No. 2 Rehabilitation Services	\$78,700	\$7,600	\$252,654	\$12,633	<b>\$351,586</b>
5	Cecil Commerce Well No. 2 Rehabilitation Services	\$78,700	\$7,600	\$252,654	\$12,633	<b>\$351,586</b>
6	Nassau Regional Well No. 1 Deepening/Rehabilitation Services	\$87,700	\$7,600	\$454,455	\$22,723	<b>\$572,477</b>
7	Nassau Regional Well No. 3 Deepening/Rehabilitation Services	\$87,700	\$7,600	\$475,055	\$23,753	<b>\$594,107</b>
8	Well Rehabilitation Services (TBD)	\$81,300	\$7,600	\$278,004	\$13,900	<b>\$380,804</b>
<b>Total for TO-W10: Wellfield Rehabilitation Subprogram</b>		<b>\$650,197</b>	<b>\$60,800</b>	<b>\$2,470,784</b>	<b>\$123,539</b>	<b>\$3,305,321</b>

## Schedule

It is anticipated that the services as described in TO-W10 will be completed within 12 months of Jacobs' receipt of the Notice to Proceed (NTP; JEA Purchase Order). This schedule is only preliminary and may be accelerated or delayed based on review times and contracting times. The approximate duration of each activity is included in Table 3.

**Table 3. Approximate Duration of TO-W10 Activities**

*TO-W10: Wellfield Rehabilitation Subprogram – Group 4 Well Rehabilitation Services*

Activity No.	Description	Approximate Duration
1	Deerwood Well No. 5 Rehabilitation Services	3 Months (Start after NTP)
2	Deerwood Well No. 8 Rehabilitation Services	3 Months (Start 6 weeks after NTP)
3	Brierwood Well No. 1 Rehabilitation Services	3 Months (Start 3.5 Months after NTP)
4	Brierwood Well No. 2 Rehabilitation Services	3 Months (Start 8 Months after NTP)
5	Cecil Commerce Well No. 2 Rehabilitation Services	3 Months (Start 9.5 Months after NTP)
6	Nassau Regional Well No. 1 Deepening/Rehabilitation Services	5 Months (Start after NTP)
7	Nassau Regional Well No. 3 Deepening/Rehabilitation	5 Months (Start after NTP)
8	Well Rehabilitation Services (TBD)	3 Months (Start date TBD)

Attachment 1  
Estimated Time and Materials Fee

APPENDIX B -  
Wellfield- Group 4 Rehabilitation Projects / Task Order W10  
Professional Services Proposed Fee Breakdown

9/6/2022

Year => 2022				2023																										
Month =>				Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug																
				4	4	5	4	4	4	5	4	4	5	4																
Task List				Task Schedules =>																										
Activity 1	Deerwood Well 5	Deerwood Well 5																												
Activity 2	Deerwood Well 8	Deerwood Well 8																												
Activity 3	Brierwood Well 1	Brierwood Well 1																												
Activity 4	Brierwood Well 2	Brierwood Well 2																												
Activity 5	Cecil Commerce Well 2	Cecil Commerce Well 2																												
Activity 6	Nassau Regional Well 1	Nassau Regional Well 1																												
Activity 7	Nassau Regional Well 3	Nassau Regional Well 3																												
Activity 8	Well Rehab (TBD)	Well Rehab (TBD)																												
Task Description				2022 Bill Rate	2023 Bill Rate	2024 Bill Rate	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	CY 2022 Hours	CY 2023 Hours	CY 2024 Hours	Total Hours	2022 Rate	2023 Rate	2024 Rate	Sub Expenses	Jacobs Expenses	Jacobs Labor	Total Cost		
Activity 1 Deerwood Well 5																		Deerwood Well 5												
Well Rehabilitation and Report Production																														
	DESIGN TECHNICIAN 1	\$ 76.14	\$ 77.66	\$ 79.21	10	12	10										32	0	0	32	\$ 76.14	\$ 77.66	\$ 79.21			\$ 2,436.48	\$ 2,436.48			
	DESIGN TECHNICIAN 2	\$ 106.60	\$ 108.73	\$ 110.90	24	25	24										73	0	0	73	\$ 106.60	\$ 108.73	\$ 110.90			\$ 7,781.80	\$ 7,781.80			
	DESIGN TECHNICIAN 4	\$ 167.51	\$ 170.86	\$ 174.28	61	62	61										184	0	0	184	\$ 167.51	\$ 170.86	\$ 174.28			\$ 30,821.84	\$ 30,821.84			
	PROGRAM MANAGER	\$ 286.53	\$ 292.26	\$ 298.11	4	6	5										15	0	0	15	\$ 286.53	\$ 292.26	\$ 298.11			\$ 4,297.95	\$ 4,297.95			
	ENGINEER 6/TECHNOLOGIST 6	\$ 228.43	\$ 233.00	\$ 237.66	3	5	3										11	0	0	11	\$ 228.43	\$ 233.00	\$ 237.66			\$ 2,512.73	\$ 2,512.73			
	ENGINEER 5/TECHNOLOGIST 5	\$ 197.97	\$ 201.93	\$ 205.97	1	3	1										5	0	0	5	\$ 197.97	\$ 201.93	\$ 205.97			\$ 989.85	\$ 989.85			
	ENGINEER 2/TECHNOLOGIST 2	\$ 106.60	\$ 108.73	\$ 110.90	94	93	93										280	0	0	280	\$ 106.60	\$ 108.73	\$ 110.90			\$ 29,859.73	\$ 29,859.73			
Expenses		\$ 7,600.00															0	0	0	0	\$ 7,600.00	\$ -	\$ -		\$ 7,600.00	\$ -	\$ 7,600.00			
Well Support Subcontractor Services (w 5% markup)		\$ 252,654.00															0	0	0	0	\$ 252,654.00	\$ -	\$ -	\$ 265,286.70		\$ -	\$ 265,286.70			
																	600	0	0	600	Task 1 Subtotals			\$265,286.70	\$7,600.00	\$78,700.38	\$351,587			
Activity 2 Deerwood Well 8																		Deerwood Well 8												
Well Rehabilitation and Report Production																														
	DESIGN TECHNICIAN 1	\$ 76.14	\$ 77.66	\$ 79.21		10	12	10									22	10	0	32	\$ 76.14	\$ 77.66	\$ 79.21			\$ 2,451.68	\$ 2,451.68			
	DESIGN TECHNICIAN 2	\$ 106.60	\$ 108.73	\$ 110.90		24	25	24	24								49	24	0	73	\$ 106.60	\$ 108.73	\$ 110.90			\$ 7,832.92	\$ 7,832.92			
	DESIGN TECHNICIAN 4	\$ 167.51	\$ 170.86	\$ 174.28		61	62	61	61								123	61	0	184	\$ 167.51	\$ 170.86	\$ 174.28			\$ 31,026.19	\$ 31,026.19			
	PROGRAM MANAGER	\$ 286.53	\$ 292.26	\$ 298.11		4	6	5									10	5	0	15	\$ 286.53	\$ 292.26	\$ 298.11			\$ 4,326.60	\$ 4,326.60			
	ENGINEER 6/TECHNOLOGIST 6	\$ 228.43	\$ 233.00	\$ 237.66		3	5	3	3								8	3	0	11	\$ 228.43	\$ 233.00	\$ 237.66			\$ 2,526.44	\$ 2,526.44			
	ENGINEER 5/TECHNOLOGIST 5	\$ 197.97	\$ 201.93	\$ 205.97		1	3	1	1								4	1	0	5	\$ 197.97	\$ 201.93	\$ 205.97			\$ 993.81	\$ 993.81			
	ENGINEER 2/TECHNOLOGIST 2	\$ 106.60	\$ 108.73	\$ 110.90		92	92	91	91								184	91	0	275	\$ 106.60	\$ 108.73	\$ 110.90			\$ 29,542.54	\$ 29,542.54			
Expenses	Expenses	\$ 7,600.00															0	0	0	0	\$ 7,600.00	\$ -	\$ -		\$ 7,600.00	\$ -	\$ 7,600.00			
Well Support Subcontractor Services (w 5% markup)	Well Support Subcontractor Services (w 5% markup)	\$ 252,654.00															0	0	0	0	\$ 252,654.00	\$ -	\$ -	\$ 265,286.70		\$ -	\$ 265,286.70			
																	400	195	0	595	Task 2 Subtotals			\$265,286.70	\$7,600.00	\$78,700.18	\$351,587			
Activity 3 Brierwood Well 1																		Brierwood Well 1												
Well Rehabilitation and Report Production																														
	DESIGN TECHNICIAN 1	\$ 76.14	\$ 77.66	\$ 79.21				10	12	10							0	32	0	32	\$ 76.14	\$ 77.66	\$ 79.21			\$ 2,485.12	\$ 2,485.12			
	DESIGN TECHNICIAN 2	\$ 106.60	\$ 108.73	\$ 110.90				24	25	24							0	73	0	73	\$ 106.60	\$ 108.73	\$ 110.90			\$ 7,937.29	\$ 7,937.29			
	DESIGN TECHNICIAN 4	\$ 167.51	\$ 170.86	\$ 174.28				60	60	60							0	180	0	180	\$ 167.51	\$ 170.86	\$ 174.28			\$ 30,754.80	\$ 30,754.80			
	PROGRAM MANAGER	\$ 286.53	\$ 292.26	\$ 298.11				4	6	5							0	15	0	15	\$ 286.53	\$ 292.26	\$ 298.11			\$ 4,383.90	\$ 4,383.90			
	ENGINEER 6/TECHNOLOGIST 6	\$ 228.43	\$ 233.00	\$ 237.66				3	5	3							0	11	0	11	\$ 228.43	\$ 233.00	\$ 237.66			\$ 2,563.00	\$ 2,563.00			
	ENGINEER 5/TECHNOLOGIST 5	\$ 197.97	\$ 201.93	\$ 205.97				1	3	1							0	5	0	5	\$ 197.97	\$ 201.93	\$ 205.97			\$ 1,009.65	\$ 1,009.65			
	ENGINEER 2/TECHNOLOGIST 2	\$ 106.60	\$ 108.73	\$ 110.90				91	91	90							0	272	0	272	\$ 106.60	\$ 108.73	\$ 110.90			\$ 29,565.86	\$ 29,565.86			
Expenses	Expenses	\$ 7,600.00															0	0	0	0	\$ 7,600.00	\$ -	\$ -		\$ 7,600.00	\$ -	\$ 7,600.00			
Well Support Subcontractor Services (w 5% markup)	Well Support Subcontractor Services (w 5% markup)	\$ 252,654.00															0	0	0	0	\$ 252,654.00	\$ -	\$ -	\$ 265,286.70		\$ -	\$ 265,286.70			
																	0	588	0	588	Task 3 Subtotals			\$265,286.70	\$7,600.00	\$78,699.62	\$351,586			
Activity 4 Brierwood Well 2																		Brierwood Well 2												
Well Rehabilitation and Report Production																														
	ENGINEER 1/TECHNOLOGIST 1	\$ 76.14	\$ 77.66	\$ 79.21							10	12	10				0	32	0	32	\$ 76.14	\$ 77.66	\$ 79.21			\$ 2,485.12	\$ 2,485.12			
	ENGINEER 2/TECHNOLOGIST 2	\$ 106.60	\$ 108.73	\$ 110.90							24	25	24				0	73	0	73	\$ 106.60	\$ 108.73	\$ 110.90			\$ 7,937.29	\$ 7,937.29			
	ENGINEER 4/TECHNOLOGIST 4	\$ 167.51	\$ 170.86	\$ 174.28							60	60	60				0	180	0	180	\$ 167.51	\$ 170.86	\$ 174.28			\$ 30,754.80	\$ 30,754.80			
	PROGRAM MANAGER	\$ 286.53	\$ 292.26	\$ 298.11							4	6	5				0	15	0	15	\$ 286.53	\$ 292.26	\$ 298.11			\$ 4,383.90	\$ 4,383.90			
	ENGINEER 6/TECHNOLOGIST 6	\$ 228.43	\$ 233.00	\$ 237.66							3	5	3				0	11	0	11	\$ 228.43	\$ 233.00	\$ 237.66			\$ 2,563.00	\$ 2,563.00			
	ENGINEER 5/TECHNOLOGIST 5	\$ 197.97	\$ 201.93	\$ 205.97							1	3	1				0	5	0	5	\$ 197.97	\$ 201.93	\$ 205.97			\$ 1,009.65	\$ 1,009.65			
	ENGINEER 2/TECHNOLOGIST 2	\$ 106.60	\$ 108.73	\$ 110.90							91	91	90				0	272	0	272	\$ 106.60	\$ 108.73	\$ 110.90			\$ 29,565.86	\$ 29,565.86			
Expenses	Expenses	\$ 7,600.00															0	0	0	0	\$ 7,600.00	\$ -	\$ -		\$ 7,600.00	\$ -	\$ 7,600.00			
Well Support Subcontractor Services (w 5% markup)	Well Support Subcontractor Services (w 5% markup)	\$ 252,654.00																												



## JEA Water/Wastewater Capital Program Management Services

Task Order (TO) S3 (Phase 1 – Design), *Southside Integrated Piping System (SIPS) Subprogram – Southside Blvd. Intertie to Deerwood III Water Treatment Plant (WTP) Raw Water Transmission Main*, was executed under the terms and conditions of JEA Contract No. 182848, executed on July 9, 2019. These services under the JEA Wastewater/ Water Capital Program Management Services (Program) are for Phase 2, which consists of bidding and engineering support services during construction.

### Task Order S3: SIPS Deerwood III WTP Priority 1 Projects – Additional Services Proposal No. 3 – Bidding and Engineering Support Services During Construction

This TO scope of services is specifically focused on the SIPS Deerwood III WTP Priority 1 Projects Bidding and Engineering Support Services During Construction. The SIPS Deerwood pipeline consists of three separate construction packages. The Segment 1 and Segment 2 construction packages include the 30-inch SIPS water main from the Southside Blvd. Intertie Station to the just outside the Deerwood III WTP. Additional services for Segment 1 and Segment 2 are proposed under separate cover noted Additional Services Proposal No. 2. The third construction package is the Deerwood III WTP Priority 1 Projects, which includes the following components primarily located within the Deerwood WTP site:

- SIPS Deerwood III WTP Intertie Station
- SIPS Water Quality Monitoring Station
- SIPS Supervisory Control and Data Acquisition (SCADA) Design Integration
- Electrical, Instrumentation, SCADA, Yard Piping, Tank Connection, and WTP site work

The Bidding and Engineering Support Services During Construction scope of services to be provided by Jacobs under this TO is divided among the following activities:

- Activity 1 – Bidding Services and Support
- Activity 2 – Engineering Services During Construction

Each activity is described in further detail in the following sections.

#### Activity 1: Bidding Services and Support

Jacobs will provide the following services as part of this activity:

- Attend Pre-Bid Meeting - If requested, Jacobs will attend one (1) pre-bid meeting/site tour.
- Response to Questions from Bidders – Jacobs will assist JEA in the interpretation of construction contract documents in regard to questions from bidders. Jacobs may be required to assist with the preparation of addenda that will be issued as needed to provide clarification of the construction documents in response to questions from bidders. JEA will be responsible for coordination and issuance of all addenda.
- Conformed Documents - Jacobs will be required to provide conformed copies of the Contract Documents to incorporate any changes made in the addenda issued to bidders. JEA will be responsible for the coordination and distribution of the construction contract documents.

#### Deliverables

The following deliverables will be submitted to JEA as part of this activity:

- Clarification requests and technical interpretations of the Bid Package if required.

**Task Order S3: SIPS Deerwood III WTP Priority 1 Projects – Additional Services Proposal No. 3  
Bidding and Engineering Support Services During Construction**

- Jacobs shall provide one (1) complete set of Bid Documents. This will consist of one (1) electronic (PDF) set of Bid Documents to JEA, including survey files.
- Jacobs shall provide one (1) complete electronically signed and sealed set (PDF and AutoCAD) of Conformed Documents.

### **Meetings**

The following meetings are included as part of this activity:

- Attend one (1) Pre-Bid Meeting.

### **Assumptions**

The following assumptions are included as part of this activity:

- Meetings will be held at the JEA Tower, Jacobs's Jacksonville office, or virtually as agreed to by both parties.
- Expenses include reproduction, mileage, travel and postage.
- Up to three (3) clarification requests and technical interpretations are included in this scope.
- Up to two (2) addendums reviews are included in this scope.

### **Activity 2: Engineering Services During Construction**

Jacobs will provide engineering services during construction for the construction of the SIPS Deerwood III WTP Priority 1 Projects. The services that may be provided will be as follows:

- *Priority 1 Engineering Services During Construction* – Jacobs will provide the following:
  - Attend the Pre-Construction Meeting.
  - Jacobs will review and respond to Contractor Requests for Information (RFI) related to the Contract Documents. It is assumed that responses to RFIs will be a written narrative. To support this scope item, Jacobs has included the review and response to one RFI per month to establish an allowance during the construction period, for a total of 15 RFIs (estimated as 4 hours/RFI). However, responses that require revisions to the drawings are not included in this scope.
  - Shop Drawing review specifically related to the technical submittals of the Deerwood III WTP Priority 1 Projects (estimated as 4 hours/submittal). The following Shop Drawing submittals are anticipated to establish and allowance during the construction period:
    - Mechanical (8 submittals – Valves, Magnetic Flow Meter, Flow Control Valve, Piping and Fittings, Service Saddles, Painting and Coating Systems, Retractable Coupon Insertion System, Water Quality Sampling Station Layout Plan)
    - Instrumentation & Control (Water Quality Sampling Station (8 submittals – Magnetic Flow Meter, Instruments, Analyzer Station, Control Panel Hardware, Ridenour SIPS PLC, Deerwood III WTP PLC Modifications, Control Logic Software, Loop Narratives)
    - Electrical (6 submittals – Electrical Materials, Arc Flash Study, Mini-power Center, Safety Switches, Control Panel Hardware, Instruments)
    - Structural (4 submittals – Concrete Mix Design, Rebar, Anchorage and Bracing, and Tank Fill Line)
    - Civil (1 submittal – Yard Piping Layout)
  - Attend monthly construction progress meetings. Jacobs will prepare meeting agendas prior to each progress meeting and meeting minutes following each progress meeting.

**Task Order S3: SIPS Deerwood III WTP Priority 1 Projects – Additional Services Proposal No. 3  
Bidding and Engineering Support Services During Construction**

- Make periodic visits to the site to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the technical portion of the Contract Documents and to view critical operations during construction.
- Evaluate Contractor requested deviations from the approved design or specifications via clarification requests.
- Jacobs will review the Operations and Maintenance Manuals provided by the Contractor. However, development of an overall operations and maintenance manual or standard operating procedures are not included in this scope of services.
- Perform a final review of construction at Substantial Completion, to determine, in general, if the work has been completed in conformance with the intent of the contract documents. JEA will furnish a representative to jointly make the final observation of the construction.
- Coordinate, provide oversight, and document functional and performance testing of installed equipment. Jacobs' Instrumentation & Control Engineer will be present for up to 3 days to witness the performance testing of the complete SIPS control system.
- Jacobs will review As-Built Drawings provided by the Contractor. This information shall be compiled by the Contractor in a single set of annotated contract documents. The as-built drawings shall be reviewed based on the requirements of Section 501 of the JEA Water & Wastewater Standards Manual, January 2021.
- Prepare the FDEP Certificate of Completion (COC) application for the SIPS Deerwood III WTP Priority 1 Projects and provide to JEA for review. JEA will be responsible for submitting the final application to FDEP.

**Deliverables**

The following deliverables will be submitted to JEA as part of this activity:

- One (1) electronic (PDF) copy of all Shop Drawing submittals and RFI responses and other clarification requests.
- One (1) electronic (PDF) copy of each monthly construction progress meeting agenda.
- One (1) electronic (PDF) copy of each monthly construction progress meeting minutes.
- One (1) electronic (PDF) copy of substantial completion punch list items.
- One (1) electronic (PDF) copy of Jacobs' review comment to the Contractor's as-built drawings.
- One (1) electronic (PDF) copy of the FDEP Certificate of Completion (COC) Application.

**Meetings**

The following meetings are included as part of this activity:

- One (1) Pre-Construction meeting with JEA and the Contractor attended by three (3) Jacobs' staff (estimated to be 4 hours).
- Fourteen (14) monthly construction site meetings attended by two (2) Jacobs' staff (estimated to be 2 hours each).
- One (1) construction completion site visit for preparation of the final punch list attended by three (3) Jacobs' staff.
- Up to four (4) periodic site visits to observe mechanical construction activities. Up to three (3) periodic site visits to observe electrical construction activities. Up to three (3) periodic site visits to observe electrical Instrumentation/SCADA activities.
- One (1) Substantial Completion site visit attended by up to three (3) Jacobs' staff.

## General Assumptions

The scope of work and level of effort are based on the activity durations included in the Payment for Services and Schedule sections and the breakdown of labor and expenses shown in Attachment 1. Specific assumptions for each activity are provided within the activity description. General assumptions covering the entirety this scope of services include the following:

- Jacobs will review all shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections and other data which the Contractor or vendor is required to submit. These shall be reviewed for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Such review is not intended as an approval of the submittals if they deviate from the contract documents or contain errors, omissions, and inconsistencies, nor is it intended to relieve the Contractor or vendor of his full responsibility for Contract performance, nor is the review intended to ensure or guarantee lack of inconsistencies, errors, and/or omissions between the submittals and the Contract requirements.
- The Contractor will prepare As-Built Drawings and provide to the Jacobs for review and comment. The Contractor will incorporate Jacobs' comments and markups into a single set of final annotated As-Built Drawings for submittal to JEA. Jacobs will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by third parties. Jacobs is not responsible for any errors or omissions in the information from others that is incorporated into the As-Built Drawings.
- The presence or duties of Jacobs' personnel at a construction site, whether as onsite representatives or otherwise, do not make Jacobs's personnel in any way responsible for those duties that belong to JEA and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
- Jacobs' personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Jacobs' own personnel.
- The presence of Jacobs' personnel at a construction site is for the purpose of providing to JEA a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). Jacobs neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.
- All contracts between the Owner and its construction Contractor(s) shall contain broad form indemnity and insurance clauses in favor of the Owner and Jacobs, in a form satisfactory to Jacobs.

## Payment for Services

The total estimated fee for this TO is \$123,604.39 as summarized in Table 1. Time and materials is the basis of payment for this scope of service.

**Task Order S3: SIPS Deerwood III WTP Priority 1 Projects – Additional Services Proposal No. 3  
Bidding and Engineering Support Services During Construction**

**Table 1. Fee Summary for Task Order**

*Task Order S3: SIPS Deerwood III WTP Priority 1 Projects – Additional Services Proposal No. 3 – Bidding and Engineering Support Service During Construction*

Activity	Estimate
Activity 1: Bidding Services and Support	\$11,390.84
Activity 2: Engineering Services During Construction	\$112,213.55
<b>Total for TO:</b>	<b>\$123,604.39</b>

## Schedule

It is anticipated that all Jacobs' Bidding Services and Support activity in this TO will be completed within 5 months of JEA advertisement of bid. The Engineering Services During Construction activity in this TO will be completed within 15 months the Construction Notice to Proceed. The approximate duration of each activity is included in Table 2.

**Table 2. Approximate Duration of Task Order**

*Task Order S3: SIPS Deerwood III WTP Priority 1 Projects – Additional Services Proposal No. 3 – Bidding and Engineering Support Service During Construction*

Activity	Start Date / Approximate Duration
Activity 1: Bidding Services and Support	Begins at JEA Advertisement of Bid / 5-month duration
Activity 2: Engineering Services During Construction	Begins at Construction NTP / 15-month duration

**Attachment 1**  
**Estimated Time and Materials Fee**

**ATTACHMENT 1**

**Detailed Compensation Cost Breakdown of JEA - SIPS - Deerwood Bidding and Engineering Services During Construction**

Task Number	Task Description 2021 Bill Rate	Wallace Senior PM \$280.91	O'Farrell Proj Engineer \$104.51	Saharkhiz I&C \$164.23	Quinones Electrcial \$164.23	Morrison Civil \$164.23	Everson Structural \$194.09	Gunn Mechanical \$253.81	Malloy Admin. \$89.58	Hawkins Proj Controls \$164.23	Patterson CAD \$134.36	Marsh Specs \$104.51	Total Jacobs Labor Hours	Jacobs Labor Fee (See Note 1)	Total Sub- Consultant Fee	Jacobs Reimbursables ODCs	Project Total Fee (See Note 1)
<b>1</b>	<b>Bidding Services and Support</b>	<b>0</b>	<b>6</b>	<b>8</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>16</b>	<b>4</b>	<b>6</b>	<b>16</b>	<b>6</b>	<b>68</b>	<b>\$ 11,390.84</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,390.84</b>
	Attend Pre-Bid Meeting		4	4				6					14	\$ 2,649.78			
	Response to Questions from Bidders and Preparation of Addenda		2	2				2	2	2			10	\$ 1,583.78			
	Bid Drawings and Specifications							4		2	4	2	12	\$ 2,131.98			
	Conformed Drawings and Specifications			2	2	2	2	4	2	2	12	4	32	\$ 5,025.32			
<b>2</b>	<b>Engineering Services During Construction</b>	<b>0</b>	<b>90</b>	<b>116</b>	<b>76</b>	<b>24</b>	<b>36</b>	<b>154</b>	<b>60</b>	<b>56</b>	<b>0</b>	<b>0</b>	<b>612</b>	<b>\$ 109,213.55</b>	<b>\$ -</b>	<b>\$ 3,000.00</b>	<b>\$ 112,213.55</b>
	Attend Pre-Con Meeting		4	8				8					20	\$ 3,893.88			
	Attend Monthly Construction Meetings		30					30					60	\$ 11,125.52			
	Response to RFIs		4	4	4	4	4	16	12	12			60	\$ 10,630.87			
	Shop Drawings		40	32	24	4	16	40	40	24			220	\$ 36,033.61			
	Periodic Site Visits			16	16	8	8	12					60	\$ 11,557.91			
	Review O&M Manuals		4	16	16			16	2	8			62	\$ 11,619.74			
	Substantial Completion Inspection and Punchlist		4	8	8	4	4	8	2	8			46	\$ 8,282.14			
	Witnessed Performance Testing			24				8					32	\$ 6,180.70			
	Review As-Builts		4	8	8	4	4	8	2	4			42	\$ 7,602.27			
	FDEP COC							8	2				10	\$ 2,286.92			
	<b>Total Labor Hours and Total T&amp;M Fee</b>	<b>0</b>	<b>96</b>	<b>124</b>	<b>78</b>	<b>26</b>	<b>38</b>	<b>170</b>	<b>64</b>	<b>62</b>	<b>16</b>	<b>6</b>	<b>680</b>	<b>\$ 120,604.39</b>	<b>0</b>	<b>\$ 3,000.00</b>	<b>\$ 123,604.39</b>

**Note 1:** Time and Materials estimate created using established JEA Contract No. 182848 (07/09/19) based in 2021. Estimate has been further escalated for work in 2022-2024 using as established JEA Capital Program Bill Rates and JEA's proposed construction schedule at the time of this proposal.

## **Introduction and Purpose**

This Task Order (TO-P7) will be executed under the terms and conditions of JEA Contract No. 182848, executed on July 9, 2019. This TO gives no rights or benefits to anyone other than JEA and Jacobs Engineering Group Inc. (Jacobs) and has no third-party beneficiaries.

This TO addendum adds the Phase III Remaining Work Package to the previous Phase III Early Works Package construction scope of services by Jacobs to expand a portion of JEA's Hogan's Creek chilled water distribution system. The Phase III Early Works Package construction services task order was previously authorized by JEA and construction began on Work Zone 1 on August 25, 2022. The Remaining Work Package is limited to work in the Baseball Grounds utility easement to the new Jaguars Sports Performance Center (Work Zones, 2, 3, & 4). This TO will consist of construction, engineering services during construction, and general conditions for the Remaining Work Package and is based on the Final (100%) Design documents. Scope items that comprise this TO and their related activities are identified and described in the following sections.

## **Background**

Jacobs was approached by JEA in 2018 to help identify the likely development plan for the Hogan's Creek District Energy Chilled Water Plant (hereafter, the "Plant"). The Plant was originally constructed with approximately 50 percent of the chilling and pumping capacity of the final build-out design, with the intent of being finished-out in phases to meet the local demand for chilled water as that demand increased.

JEA received new data from a customer interested in chilled water service from the Plant. The data received indicates the location, intensity, and demand in-service dates. JEA requested Jacobs develop a scope of services to design and construct a new chilled water main to serve the new customer. This project is for the extension of the existing 20-inch-diameter chilled water distribution piping from A. Philip Randolph Boulevard to TIAA Bank Stadium and future Performance Facility. Additional chilled water expansion projects will be delivered as part of future projects.

Phase I Preliminary Design and Phase II Final Design services were previously authorized by JEA as separate TOs. Phase I and Phase II services by Jacobs consisted of professional services, consulting, engineering, and preconstruction services, as well as subcontractors and subconsultants necessary to support the Preliminary and Final Designs. Phase III will consist of construction, engineering services during construction, and general conditions.

## **Scope of Services**

Phase III Construction scope of services for the Remaining Work Package includes the following:

### **Task 1 – Construction**

### **Task 2 – Design-Builder's General Conditions**

### **Task 3 – Design-Builder's Engineering Services During Construction**

### **Task 1 – Construction**

Jacobs will contract with J.B. Coxwell Contracting, Inc. (J.B. Coxwell) to perform the construction of the Remaining Work Package, including the construction of two pre-insulated, 20-inch-diameter chilled water mains from the Baseball Grounds utility easement to the new Jaguars Sports Performance Center (Work Zones 2, 3, & 4) as detailed in the 100% Design Drawings, Specifications, and Construction Phasing Plan

**Task Order P7 for JEA Hogan's Creek Chilled Water Distribution Expansion  
Phase III Remaining Work Package Construction Scope of Services**

dated August 2022. The work generally includes mobilization and demobilization; supervision for this scope of work, management oversight, insurances, overhead, profit, contingencies, safety oversight, survey, layout, erosion control, offsite storage rental costs, material movements to and from offsite storage yards, interproject material handling, equipment maintenance and fueling, all new underground ductile iron and steel chilled water pipeline work, dewatering, dewatering discharge filtering, trench protection as required, connections to existing utilities, protection and support of existing utilities, relocation of existing utilities in conflict with the new work, repair/replacement of utilities damaged during the execution of this scope of work, all required potholing, soft digs, vacuum excavations and GPR work, all required excavation, compaction, subgrade prep, backfill, pipe bedding, imported fill, washed stone, excess fill loading and disposal, trucking, disposal or dump fees, demolition as required, new pipe fittings, piping accessories, piping restraints, new valves, pipe insulation, and jacketing, flowable fills, concrete work, concrete demolition, debris removal and disposal, maintenance of traffic (MOT), temporary MOT provisions, temporary signage, fiber optic cable raceways and pull boxes/hand holes, all restoration of disturbed/damaged areas, sod and landscape removals and replacements, landscape irrigation repair, asphalt repair, asphalt milling, concrete curbing and sidewalk repair/replacement, traffic sensor replacement, brick/granite paver repair/replacement, temporary fencing removals and replacement, temporary barricades, safety of the site and excavations, traffic-rated road plates, pipe flushing, cleaning, and disinfection, pipeline pressure testing, pipeline commissioning, daily site cleanup and housekeeping, cooperation with third-party testing work, timely project closeout, coordination with the Design-Builder and other concurrent onsite subcontractors. The J.B. Coxwell construction proposal for this work is included as Attachment 2.

## **Task 2 – Design-Builder's General Conditions**

Jacobs will provide general conditions, including coordination and oversight of the construction activities, as well as technical support prior to, during, and through final construction activities. During the construction phase, Jacobs will provide onsite construction management and inspection for 5 days a week (Monday through Friday from 7 a.m. to 5:30 p.m.). Jacobs reserves the right to work Saturdays and Sundays for potential schedule recovery and weather impacts. This work includes periodic professional engineering support as well as additional support personnel, as provided in Attachment 3, for 4.5 months of general conditions. These personnel will provide coordination services between all stakeholders, facilitate effective communications, document day-to-day activities, review the quality of the work with respect to JEA standards, respond to requests for information, and provide troubleshooting assistance as needed.

## **Task 3 – Design-Builder's Engineering Services During Construction**

This task will build upon the project management and engineering that is currently being provided and includes services during construction for 5.5 months only to cover the Remaining Work Package construction. Jacobs proposes to conduct coordination meetings for collaboration with all stakeholders and obtain buy-in from all stakeholders. Overall, this task will include all general project management activities, including the preparation of progress reports and project closeout.

Jacobs will participate in regular weekly coordination meetings during the project. These meetings will enable JEA to review the progress and exchange vital ideas and information with Jacobs staff. Jacobs will provide meeting minutes summarizing the findings of the meetings to JEA.

Jacobs will provide engineering services during construction, as needed to support the project, to include:

- Submittal and shop drawing reviews
- Periodic Engineer of Record (EOR) site visits
- Review and responses to J.B. Coxwell's requests for information (RFIs)
- Record drawings per JEA Standards

## **Task Order P7 for JEA Hogan's Creek Chilled Water Distribution Expansion Phase III Remaining Work Package Construction Scope of Services**

Jacobs and its partnering subcontractor (J.B. Coxwell) will develop a Critical Path Method Project Schedule using the Primavera (P6) Software package. A detailed schedule will be further developed to show the construction-phase.

Jacobs will maintain the project risk register to identify, track, manage, and mitigate risks and effectively respond to risk events when they occur. The risk register will be updated jointly by JEA and Jacobs. The risk register will be used to identify risks, assign responsibility and probability of occurrence, and quantify and evaluate the impact of the risks on cost and schedule. Jacobs will discuss, review, and update the risk register at each milestone. The initial risk register will be used to help develop Jacobs contingency associated with the project to be carried into the Phase III Construction TO's.

Jacobs will support JEA to communicate with and coordinate work-planning with the Jaguars/Haskell SPC team and ASM. This coordination will help inform these entities of the required timing and area of impact to install the chilled water pipeline and facilitate coordination of work associated with this project with events and other ongoing work in the area. Level of effort assumes that one Jacobs staff member will coordinate directly with JEA, the Jaguars/Haskell SPC team, and ASM for up to 8 hours per week.

## **JEA Responsibilities**

The following shall be provided by JEA in a timely manner to support the overall project schedule:

- JEA will be the primary point of contact for coordination with other project stakeholders, including Jaguars/Haskell SPC team and ASM.
- JEA will provide timely review of any RFI requests, including responses required.
- JEA will provide timely review, approval, and payment of progress invoices.
- JEA will provide timely approval of Jacobs and Subcontractor requests for additional work hours as detailed in Task 2. JEA shall approve and support the requested additional work hours and any JEA costs for the additional work hour support or administration will be on JEA's account and not charged to Jacobs or the Subcontractor.

## **Meetings**

This proposal is based on the following meetings:

- Weekly project update conference calls
- Monthly progress meetings

## **Schedule**

The current project schedule is based on all known information at this time. Jacobs anticipates the following construction milestone dates:

- |   |  |
|---|--|
| 1. Notice to Proceed  | August 12, 2022                          |
| 2. Construction Kickoff Meeting                                 | August 19, 2022                          |
| 3. Work Zone 1 (Early Works Package) Construction               | August 25 through October 6, 2022        |
| 4. Work Zones 2, 3, and 4 (Remaining Work Package) Construction | October 3, 2022 through January 20, 2023 |
| 5. Substantial Completion                                       | February 17, 2023                        |
| 6. Final Completion   | March 31, 2023                           |

Jacobs will progress the schedule and issue an updated schedule to JEA on a monthly basis.

## Task Order Assumptions and Clarifications

At a minimum, the following assumptions form the basis of Jacobs' scope of work:

- The known relevant government authorities having jurisdiction over the project are City of Jacksonville (COJ), Florida Department of Environmental Protection, and JEA.
- The project design will comply with JEA Water and Sewer Standard Specifications; JEA Water, Sewer, and Reclaimed Water Design Guidelines requirements; and JEA Rules and Regulations for Water, Sewer, and Reclaimed Water Services for pipeline design (where applicable).
- Pre-purchasing of the pipe and insulation was addressed under TO-P6, and no material costs for ductile iron pipe and factory-installed insulation is included in this TO.
- The design was based on the federal, state, and local codes and standards in effect on the effective date of the authorization. Any changes in these codes or standards may necessitate a change in scope, to include an equitable price adjustment.
- Jacobs will reasonably rely upon the accuracy and completeness of the information and data provided by JEA or other third parties without independent verification.
- No tasks associated with wetland impacts, wetland mitigation, or protected species monitoring for environmental impact that may be proposed by state or federal regulatory agencies are included in this scope.
- This scope assumes tree removal will be paid by Jacobs into the COJ tree fund. No landscape design services are included in this scope.
- Any required permit application fees shall be paid by Jacobs or J.B. Coxwell.
- In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Jacobs.
- Jacobs shall at no time take title, risk of loss, or ownership of hazardous materials or wastes. JEA recognizes that Jacobs assumes no risk and/or liability for hazardous materials encountered while performing any services associated with such hazardous waste.
- Drainage design or redesign is not included in this cost proposal, other than removing and replacing existing drainage pipes incidental to the chilled water mains construction.
- Pavement design or redesign is not included in this cost proposal, other than removing and replacing existing pavement for the chilled water mains construction, in accordance with COJ standard details.
- Since actual costs to perform the work could vary up or down from the amount budgeted. Jacobs will invoice JEA for the actual costs incurred plus markup. JEA's standard approach is for the supplemental work authorization (SWA) budget to be 5 percent of the construction contract value. The SWA can be used for change order conditions to include, but not limited to; approved changes for additional project scope, approved changes caused by unforeseen site conditions that impacts the project cost; approved changes caused by force majeure events that impact the project cost; delays beyond Jacobs control and changes caused by engineering issues that meet the standard of care; insolvency of a subcontractor or supplier; or conditions that require Jacobs to terminate a party due to cause. Should the SWA be exhausted prior to Substantial Completion, the Purchase Order shall be amended to restore additional SWA funds to be mutually agreed upon by the parties. This SWA budget will only be used if the actual costs of the services are higher than the budgeted amount. Jacobs will submit to JEA a change order request if the SWA budget is insufficient to cover increased costs, if any, compared to the budget.
- Jacobs (Design Builder) Project contingency is included at a rate of 15 percent of the cost of construction. It is agreed that the project contingency may be used for the following with JEA's approval (approval shall not be un-reasonably withheld): trade buy out differentials, reasonable schedule recovery, construction impacts due to special events at nearby venues, escalation of

**Task Order P7 for JEA Hogan's Creek Chilled Water Distribution Expansion  
Phase III Remaining Work Package Construction Scope of Services**

materials, correction of defective work, damaged or non-conforming work including issues arising from design errors or omissions, subcontractor non-performance or default, scope gaps between work packages or items missing from subcontractor pricing, work not included in the construction documents which is necessary to cause the project to conform to local codes but was not identified as missing during the review of the construction documents, other costs incurred by the design builder that are not cost of the work, general conditions cost or design builder staffing cost and design errors & omissions. At the conclusion of this task order all unused design builder project contingency shall be returned to JEA via change order.

- The budget includes estimates for performance and payment bonds, builder's risk insurance, and subcontractor default insurance. The actual costs of these items will vary up or down from the amounts budgeted. Jacobs will invoice JEA for the actual costs incurred. The SWA budget will first be used for any overages. Jacobs will submit to JEA a change order request if the SWA budget is insufficient to cover increased costs, if any, compared to the budget.
- This TO is based upon Open Shop Rates and does not include Union, Davis Bacon, or Prevailing Wage Rates.
- This TO assumes the project is not being funded by federal or state grantors or approving agencies. Therefore, Buy American provisions or requirements also do not apply to the estimate.
- A material testing allowance is included and assumes the following testing will be necessary: soil proctors, soil compaction/density, and concrete compressive strength cylinders.
- Cost and schedule impacts resulting from the current COVID-19 pandemic are difficult to assess. Future impact conditions could be minimal or unprecedented. Budget level pricing provided herein does not include or take into consideration these conditions or potential impacts.
- We have not included cost impacts associated with COVID-19 or related supply chain issues and costs.
- We have not included delays or impacts to the construction schedule for weather impacts, any force majeure, or items outside of Jacobs control.
- This TO assumes line swabbing and flushing activities to clean the chilled water mains. JEA personnel/operators shall coordinate the swabbing and flushing activities to avoid restrictions and to filter/screen the flushing water as may be needed.
- Jacobs assumes JEA will provide unencumbered and uninterrupted access to the Sports Complex Site from the Prime/General Contractor (Haskell Construction) to execute the planned scope of work.
- The estimate assumes the excavated native soils are suitable for pipe bedding, pipe zone, or backfill above the pipe zone.

## **Task Order Exclusions**

The following items and associated costs are not included in this TO and are specifically excluded:

- Non-construction costs for land, legal, easements, professional fees, and owner administration costs
- Unforeseen subsurface or existing conditions
- Testing, identification, handling, removals, or disposals of lead paint, asbestos, or any other hazardous materials
- Liquidated Damages cost for late completion/delivery
- SCADA, instruments, control panels, or programming
- Regulatory agency costs or fees
- Davis-Bacon or Prevailing Wage requirements
- Provision for compliance to "Buy America Act"
- Replacement of any trees along the proposed pipe route
- Construction shutdowns and associated costs/delays due to events at nearby venues
- Material Escalations

**Task Order P7 for JEA Hogan's Creek Chilled Water Distribution Expansion  
Phase III Remaining Work Package Construction Scope of Services**

- Fiber optic cabling or terminations (raceways, innerducts, and handholes are included)
- Relocation or protection of the Baseball Sculpture at Georgia and Duval Streets
- Temporary chiller systems and associated power supply, operations, maintenance, and any connection costs of these systems.
- Concrete Valve vaults.

## Payment for Services

The total estimated fee for this TO is \$6,446,540 as summarized in Table 1. Compensation for Task 1 will be on a lump-sum basis and on a time-and-material basis. Compensation for Tasks 2 and 3 will be on a time-and-materials basis, as detailed in Attachment 3.

**Table 1. Fee Summary for Task Order**

*TO-P7: JEA Chilled Water Distribution Expansion Phase III Remaining Work Package Construction*

Task	Estimate
<b>Task 1: Construction</b>	<b>\$5,632,472</b>
<u>Task 1 Construction Subcontractor:</u>	
Construction Subcontractor for Work Zones 1, 2, 3, & 4 (JBCCI) (Lump Sum)	\$6,937,848
Deduct for Subcontractor for Work Zone 1 previously Authorized	-\$1,800,000
Deduct for Subcontractor for Pre-Purchase of Pipe previously Authorized	-\$1,200,000
<u>Task 1 Construction Mark-ups:</u>	
Subcontractor's Default Insurance Premium (Time and Materials [T&M])	\$51,586
Project Contingency (15%) (T&M)	\$626,764
JEA Supplemental Work Authorization (5%) (T&M)	\$306,978
Design-Builder's Risk Insurance Premium (T&M)	\$32,233
Design-Builder's Bond Premium (T&M)	\$48,349
Design-Builder's Fee (9%) (T&M)	\$439,720
<u>Task 1 Construction Allowances:</u>	
GPR & Soft Dig Allowance (T&M)	\$2,813
Project Survey Allowance (T&M)	\$9,844
Materials Testing Allowance (T&M)	\$16,602
JBCCI Exploratory Excavations Allowance (T&M)	\$53,485
JBCCI 69kV Interference Oversight Allowance (T&M)	\$17,250
JBCCI Contaminated Dewatering Maintenance Allowance (T&M)	\$33,000
JBCCI Pipe Stress Testing Allowance (T&M)	\$8,000
JBCCI A-3 Sand Contingency Allowance (T&M)	\$48,000
<b>Task 2: Design-Builder's General Conditions (T&amp;M)</b>	<b>\$502,530</b>
<b>Task 3: Design-Builder's Engineering Services During Construction (T&amp;M)</b>	<b>\$311,538</b>
<b>Total for TO-P7: Phase III Remaining Work Package Construction</b>	<b>\$6,445,540</b>

**Attachment 1**  
**Construction Phasing Plan**

**Work Zone 1 - A. Phillip Randolph and Duval St.**  
Proposed Construction Dates:  
Aug 22 - Oct 6

Non-Work Days Due to Special Event Dates:  
Heart Walk: Sep 10  
Jags/Colts: Sep 16 - Sep 18  
Maxwell: Sep 30

**Construction Durations:**  
Pipeline Construction: Aug 21 - Jan 20  
Flushing & Pressure Test: Jan 23 - Feb 17  
Substantial Completion: Feb 17  
Restoration/Close-out: Feb 20 - Mar 31  
Final Completion: Mar 31

**Work Zone 4 - Church Lot**  
Proposed Construction Dates:  
Dec 19 - Jan 20

Non-Work Days Due to Special Event Dates:  
Jags/Titans: Jan 6 - Jan 8  
Show Not Announced Yet: Jan 14  
Show Not Announced Yet: Jan 15

**Work Zone 3 - Lot P**  
Proposed Construction Dates:  
Nov 14 - Dec 15

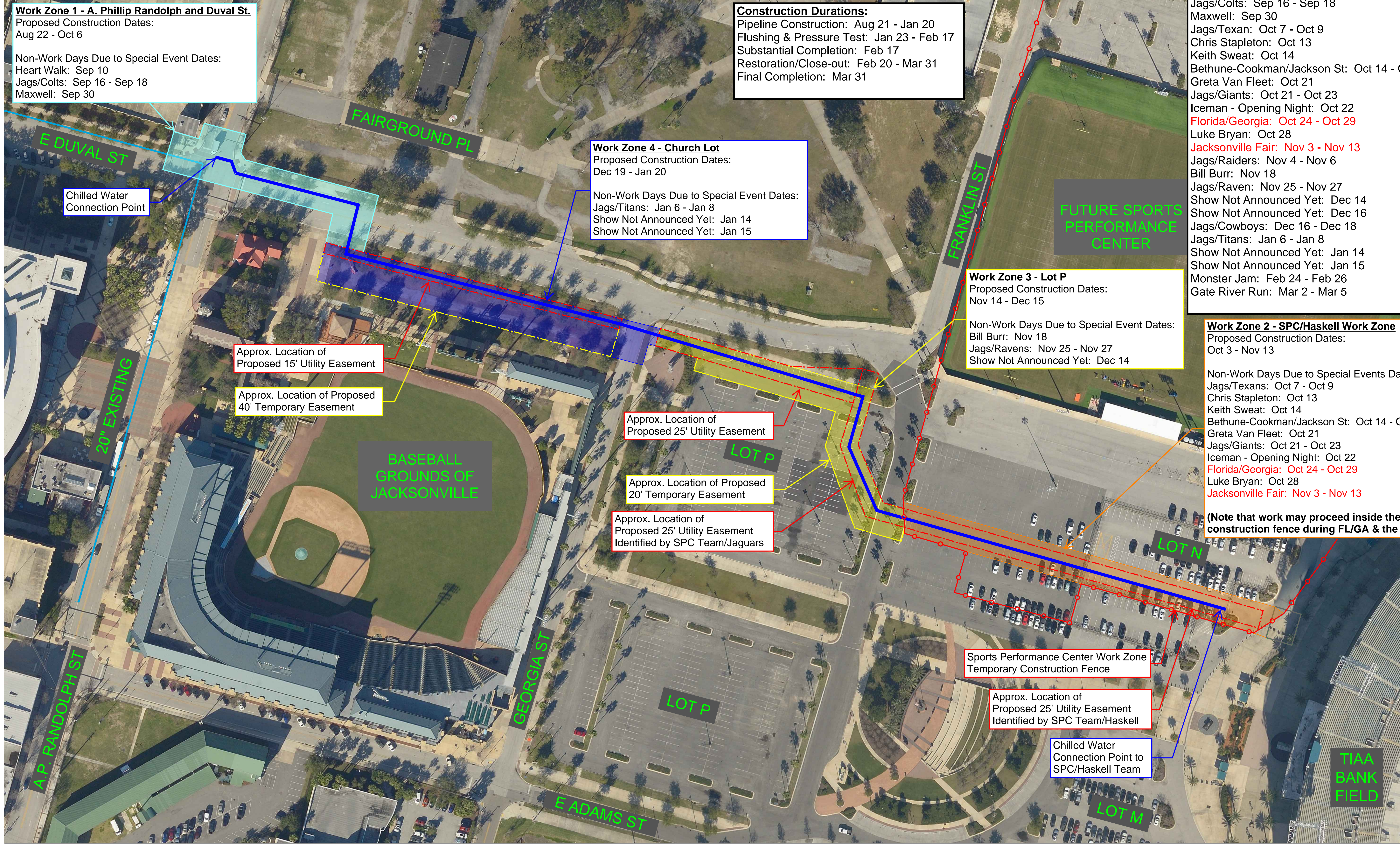
Non-Work Days Due to Special Event Dates:  
Bill Burr: Nov 18  
Jags/Ravens: Nov 25 - Nov 27  
Show Not Announced Yet: Dec 14

**Non-Work Days Due to Special Events:**  
Jags/Browns: Aug 11 - Aug 13  
Jags/Steelers: Aug 19 - Aug 21  
Heart Walk: Sep 10  
Jags/Colts: Sep 16 - Sep 18  
Maxwell: Sep 30  
Jags/Texan: Oct 7 - Oct 9  
Chris Stapleton: Oct 13  
Keith Sweat: Oct 14  
Bethune-Cookman/Jackson St: Oct 14 - Oct 16  
Greta Van Fleet: Oct 21  
Jags/Giants: Oct 21 - Oct 23  
Iceman - Opening Night: Oct 22  
Florida/Georgia: Oct 24 - Oct 29  
Luke Bryan: Oct 28  
Jacksonville Fair: Nov 3 - Nov 13  
Jags/Raiders: Nov 4 - Nov 6  
Bill Burr: Nov 18  
Jags/Raven: Nov 25 - Nov 27  
Show Not Announced Yet: Dec 14  
Show Not Announced Yet: Dec 16  
Jags/Cowboys: Dec 16 - Dec 18  
Jags/Titans: Jan 6 - Jan 8  
Show Not Announced Yet: Jan 14  
Show Not Announced Yet: Jan 15  
Monster Jam: Feb 24 - Feb 26  
Gate River Run: Mar 2 - Mar 5

**Work Zone 2 - SPC/Haskell Work Zone**  
Proposed Construction Dates:  
Oct 3 - Nov 13

Non-Work Days Due to Special Events Dates:  
Jags/Texans: Oct 7 - Oct 9  
Chris Stapleton: Oct 13  
Keith Sweat: Oct 14  
Bethune-Cookman/Jackson St: Oct 14 - Oct 16  
Greta Van Fleet: Oct 21  
Jags/Giants: Oct 21 - Oct 23  
Iceman - Opening Night: Oct 22  
Florida/Georgia: Oct 24 - Oct 29  
Luke Bryan: Oct 28  
Jacksonville Fair: Nov 3 - Nov 13

(Note that work may proceed inside the construction fence during FL/GA & the fair)

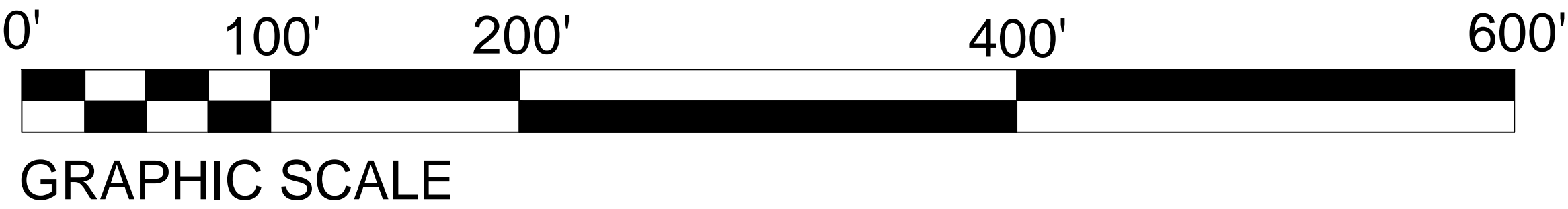


**LEGEND:**

- NEW CHILLED WATER MAIN
- CHILLED WATER EXISTING / BY OTHERS
- FIBER

**NOTES:**

- SINGLE LINE GRAPHICS REPRESENT PAIRS OF CHILLED WATER PIPING (ONE CHW SUPPLY AND ONE CHW RETURN).
- ROUTING AND VAULTS ARE SCHEMATIC, VAULT SIZES ARE NOT SHOWN TO SCALE, AND EXACT ROUTING TO BE DEFINED IN DETAILED DESIGN.



## **Attachment 2**

### **Construction Proposal**



August 25, 2022

Prospective Bidders

Subject: Request for Proposal  
**Project:** JEA Hogan's Creek Chilled Water Distribution  
Expansion Project – 100% Design Documents  
**Inquiry:** D32549P7 – Pipe Installation Zones 1 thru 4  
**Due Date:** COB August 26, 2022

Our project team was awarded the design-build of the JEA Hogan's Creek Chilled Water Pipeline Project. As such, please submit a Proposal for the Hogan's Creek Chilled Water Pipeline Supply & Installation Scope of Work for the JEA Hogan's Creek Chilled Water Distribution Expansion Project and related work on Subject Project. Your proposal shall be submitted on a lump sum or Fixed Unit Rate basis, in strict accordance with this Inquiry, the Instructions to Bidders, and the other Bid Documents contained or referenced herein.

#### **THE PROJECT**

Subcontractor shall provide all management, supervision, labor, consumable materials, construction equipment, construction aids, tools, services, testing devices, supplies, insurance, communication devices, safety equipment, temporary facilities & services and all other necessary items to timely & successfully accomplish the construction described by the Scope of Work as detailed below and the mutually agreed to construction & phasing CPM schedule. This includes, but is not limited to, on and off site transportation, receiving, unloading, storing, maintenance, and distribution of construction materials, installation of such materials and/or equipment whether Owner or Contractor provided into the Work, proper care/storage/handling of materials while in the custody of the Subcontractor, testing, pipe flushing, disinfection, commissioning and final construction punch-list completion and turnover of the Work as specified.

#### **THE WORK**

The Work which is the Subject of this Inquiry generally consists of construction of pipeline and related work and coordination with JEA Hogan's Creek Chilled Water Distribution Expansion Project as more fully described in Attachment D - Scope of Work attached.

#### **SCHEDULE**

Your Bid shall be based on performing the Work in accordance with the following schedule milestone dates:

<b>Subcontract Modification Date</b>	<b>September 16, 2022</b>
<b>Notice to Proceed: Subcontract Executed</b>	<b>August 24, 2022</b>
<b>Start Field Work</b>	<b>August 25, 2022</b>
<b>Final Completion</b>	March 31, 2023

#### **BID DOCUMENTS**

The Bid Documents consist of the documents listed below. The Bid Documents shall be the basis of your Bid Proposal. The Bid Documents shall be made a part of any Agreement resulting from this Inquiry.

<b>Document Number</b>	<b>Document Description/Name</b>	<b>(X) To Complete and Return with Bid</b>	<b>Number of Pages</b>	<b>Date</b>
Attachment 1	Instruction to Bidders		4	August 2022
Attachment 3	Bid Form	X	10	August 2022



Documents Previously Provided in Executed Agreement 148037823				
Exhibit A	Scope of Work		9	August 2022
Specifications	Hogan's Creek Chilled Water Distribution Expansion 100% Specifications		117	August 2022
Drawings	Hogan's Creek Chilled Water Distribution Expansion 100% Drawings		25	August 2022
	JEA Water & Wastewater Standards Manual Volume 1		530	January 2022
Form 425	Executed Construction Services Agreement 148037823 (total pages of agreement 872)		163	August 2022
	Final Geotech Report		28	August 2022

#### **QUESTIONS AND REQUESTS FOR INFORMATION**

All questions or requests for information related to this Inquiry must be in writing and directed to Althea Gryb at [Althea.gryb@jacobs.com](mailto:Althea.gryb@jacobs.com). All questions and requests for information must be received no later than close of business **August 25, 2022**. Please include the name of the Project and Inquiry number on all correspondence relating to this Inquiry.

#### **PROPOSAL SUBMITTAL AND EVALUATION**

Please submit your proposal via email on or before the Bid Due Date, 5:00 PM EST, **August 26, 2022**. All information and pricing is considered privileged communications. Proposals shall be submitted to the undersigned Subcontracts Professional, or as outlined in the Instructions to Bidders

Thank you in advance for your participation in this process.

Sincerely,

Althea Gryb  
Subcontracts Professional

JACOBS

## **ATTACHMENT 1 – INSTRUCTIONS TO BIDDERS**

### **1.00 FORM AND STYLE OF BIDS**

- 1.01 You are invited to submit a Bid for the Work described by the scope of work, technical specifications, and attachments in accordance with these instructions and all Bid Documents contained in the Inquiry.
- 1.02 Where so indicated in the Bid Form, pricing shall be expressed in both words and numbers. In case of discrepancy between such entries, the words shall govern.
- 1.03 Bidders are cautioned not to submit proprietary information. While JACOBS will endeavor to treat all submissions as confidential, no bid identified in whole or in part as proprietary will be accepted.
- 1.04 The Bid shall be signed by a duly authorized officer of the company with the signatory's name and title typed below the signature. Bids not signed in the manner described, or unsigned Bids, shall be considered invalid.
- 1.05 Bidders shall assure that the bids are received **on or before** the Bid Due Date addressed to the Company, individual, and location(s) set forth in the Inquiry Invitation to Bid letter, and in the manner described below:
  - 1.05.1 Bids must be submitted electronically via email: [althea.gryb@JACOBS.com](mailto:althea.gryb@JACOBS.com).

### **2.00 ALTERNATE BIDS**

- 2.01 No modifications to, or deviation from, the bid specification shall be made unless authorized by written Addendum. Bids shall be submitted using all criteria specified.
- 2.02 BIDDER MUST BE RESPONSIVE TO THE REQUIREMENTS OF THE BASE BID. Alternate Bids that are not specifically called out in the Inquiry, or Addenda thereto, may be considered at the sole option of JACOBS provided that the requirements for the Base Bid have first been met. FAILURE TO ADDRESS THE BASE BID REQUIREMENTS SHALL RESULT IN THE REJECTION OF THE BID

### **3.00 MODIFICATIONS OR WITHDRAWAL OF BID**

- 3.01 Bids submitted prior to the Bid Due Date may be modified or withdrawn only by written notice, signed by the duly authorized officer who signed the Bid.

### **4.00 RIGHT TO REJECT OR ACCEPT**

- 4.01 JACOBS reserves the right to reject any and all proposals.
- 4.02 Prior to award, bid clarification meetings may be held with Bidders whose bid is under consideration. If such clarification meeting result in agreement to modify any terms of this Invitation to Bid, such agreement shall be set forth in writing.
- 4.03 The selection of the successful Bidder shall be made at the sole discretion of JACOBS whose decision shall be considered final and indisputable.
- 4.04 There shall be no obligation on the part of JACOBS to accept the lowest bid or for that matter, any of the bid proposal(s) submittal. In this event, the Bidder(s) shall have no entitlement to make any claim upon JACOBS or any person or organization associated with the Bidders response to this Invitation to Bid.
- 4.05 JACOBS reserves the right to cancel, suspend or revise this Invitation to Bid at any time during the bid process without recourse to the Bidders. In such an event, the Bidder shall have no claim whatsoever on JACOBS or any persons or organizations associated with the Invitation to Bid.

### **5.00 BID EXPIRATION**

- 5.01 All bids shall be valid for a period of not less than one hundred and twenty (120) days from the Bid Due Date.

**6.00     EXCEPTIONS**

- 6.01**     Technical exceptions may be grounds for rejection of the Bid if such exceptions are interpreted as a deviation or a deletion from the requirements of the Specification, especially if the value of the Subcontract is affected. If the Bidder, with due consideration of the risk of rejection of the Bid believes that technical exceptions must be taken, all such exceptions must be specifically and clearly defined and listed on the Bid Form under "Technical Exceptions".
- 6.02**     Commercial exceptions to the terms and provisions of the Bid Documents may be grounds for rejection of the Bid. If the Bidder, with due consideration of the risk of rejection of the Bid, believes that exceptions must be taken, all such exceptions must be specifically and clearly defined and listed on the Bid Form under "Commercial Exceptions". Reference must be made to particular Article Numbers, paragraphs and page numbers in order for exceptions to be given consideration. Inclusion of Bidder's printed Terms and Conditions are not considered specific exceptions and shall be cause for rejection.

**7.00     INTERPRETATIONS, QUESTIONS AND REQUEST FOR CLARIFICATION**

- 7.01**     All questions pertaining to the submission of your Bid including apparent omissions or conflicting Bid Documents, and requests for Technical and Commercial clarification shall be directed to the Individual identified in the Inquiry.
- 7.02**     Bidder shall include the name of the Project and Inquiry number on all correspondence relating to this Inquiry.

**8.00     RESPONSIBILITY OF BIDDERS**

- 8.01**     Each Bidder, before submitting its Bid, shall visit the site of the proposed Work and shall be held responsible for having observed and ascertained all visible conditions which may be encountered in the performance of the Work, including, location, accessibility, general conditions and terrain, existing structures and objects, the character and extent of Work, if any, then in progress, conditions with respect to adjacent properties and the nature of the neighborhood. Likewise, the Bidder, before submitting its Bid, shall familiarize itself with labor conditions which may affect the performance of the Work.
- 8.02**     Each Bidder, by submitting its Bid, represents that:
- 8021     It is an expert in all aspects of the Work described by the Bid Documents.
- 8022     It has read and understands the Bid Documents, has examined the Project Site and adjoining areas, is familiar with obstacles, conditions and limitations that will affect the Work and its Bid is made in accordance therewith.
- 8023     Its bid is based upon the services, materials, systems and equipment described in the Bid Documents without exception, except as otherwise provided for in these Instructions to Bidder.
- 8024     No extra charges will be allowed for ignorance of Subcontract requirements or site conditions. The inter-relationship of all Subcontract Documents must be carefully examined by Bidders.
- 8025     It has satisfied all licensing laws related to the Work described in the Bid Documents.
- 8026     It can and will comply with the specified insurance requirements.
- 8.03**     Each Bidder shall carefully examine all documents and material bound herewith or related hereto, together with all appropriate Addenda. It is the Bidder's responsibility to assure that all documents referenced in the Inquiry have been included in the Bidder's package. Should a bidder find discrepancies in, or omissions from, the Bid Documents or should it be in doubt as to their meaning, Bidder shall at once request clarification in writing. Failure to identify discrepancies or omissions immediately shall be understood to indicate the Bidder's acceptance and full compliance.
- 8.04**     The Submission by any Bidder of a Bid shall constitute conclusive evidence that the Bidder has satisfied itself as to the conditions to be encountered, as to the character, quality and quantities of Work to be performed and materials to be furnished, and as to the requirements of the documents hereinbefore mentioned and no allowance or concession to the Subcontract Price will be made by the Owner or JACOBS, at any time, for lack of such information on the part of the Bidder if his Bid subsequently shall be accepted.

- 8.05 Bidder is advised that the successful Bidder's personnel, including Lower Tier Subcontractors, will be required to comply with all of the requirements of the Proposed Subcontract. All costs associated with these requirements shall be provided for in Bidder's pricing and schedule.
- 8.06 The Bidder shall refrain from making any statements, or publishing article(s), etc. in the press and / or media. In the event that the Bidder wishes to make a press release, then the Bidder is required to receive written permission from JACOBS Project Manager prior to any action being taken by Bidder.
- 8.07 All expenses incurred by Bidder in preparing the bid, attending meetings, making site visits and any and all such expenses otherwise associated with these proposal solicitations shall be borne solely by Bidder. Neither JACOBS nor Owner shall be liable for any costs or expenses whatsoever, or howsoever incurred by the Bidder during the bid preparation.
- 8.08 All documents in this Invitation to Bid including all drawings, specifications or other appended or related data are the property of JACOBS and are only issued for the purpose of Bidder preparing and submitting a proposal in response to this Invitation to Bid. All information contained or referred to in the Invitation to Bid documents shall not be disclosed or released for any other purpose. Unsuccessful Bidders will be required to return all documents, upon notification of their unsuccessful proposal.

#### 9.00 **TAXES**

- 9.01 Unless otherwise noted in the Bid Documents, and supported by the appropriate Tax Exemption Forms, the Bid shall include all Taxes which are imposed by applicable law.

#### 10.00 **DOCUMENTS REQUIRED WITH BID**

- 10.01 The Bidder shall include a fully completed "Bid Form", as furnished to the Bidder with the Inquiry, duly signed by an Officer of the Bidder's Company and properly witnessed. Bidder shall include with its Bid Form all documents listed in the Bid Form as Attachments. Failure to include all information described on the Bid Form will cause the Bid to be considered unresponsive. The Bid shall also include the following as defined below:

A list of proposed sub-subcontractor(s) or major material suppliers and their Scope of Work. While the selection and use of lower-tier subcontractors remains the responsibility of the Bidder, the Owner and JACOBS reserve the right to reject any lower-tier subcontractor.

Certificate of Insurance – The Certificate should be current and meet the Insurance requirements of the Bid Documents.

Project Execution Plan - A brief written project execution plan for the Work. The plan shall describe the methods to be employed, proposed personnel and their roles, interim milestone dates for the work and your ability to meet or exceed the project schedule, equipment to be used on site, and any interfaces necessary to perform the Bidders methods and techniques.

On-site Needs - A detailed description of any requirements for work on the JACOBS or Clients site including office space, utilities, power requirements, etc.

Other Documentation - Construction/Contractor's License

#### 11.00 **ELECTRONIC DOCUMENTS**

- 11.01 It is understood and agreed that the governing documents applicable to this Inquiry are the printed documents furnished herewith and as may subsequently be amended. These printed documents define the scope, extent, and character of the Work. JACOBS may provide electronic versions of certain documents. By accepting the electronic files, the Bidder agrees as follows:

- 11.01.1 JACOBS will use its best efforts to provide electronic versions that are virus free, uncorrupted and resemble the most current printed documents. However, since electronic versions may be corrupted during the transfer process or by other means beyond our control, JACOBS cannot warrant that these files are complete without defects or inaccuracy or that the files will be virus free. To the extent that the electronic files differ from the printed documents, any conclusions or information gained from the electronic files are at Bidder's own risk and no claims shall be made against

JACOBS and/or Owner regarding any of the files.

- 11.01.2 All information that is disclosed by JACOBS or Owner through delivery of these files should be considered confidential and proprietary to JACOBS and/or the Owner. Bidder shall disclose such information only to such employees who have a need to know to carry out the Work, and only to those individuals who have read this Agreement and agree to be bound by it. No implied licenses or any intellectual property rights are granted under this Agreement.
- 11.01.3 JACOBS's delivery of these files does not relieve Bidder of any contractual responsibilities to maintain and provide current records and required drawings and data throughout the course of the Work.

**ATTACHMENT 3 –  
BID FORM**

**J.B. Coxwell Contracting, Inc.**  
**(Name of Bidder)**

---

Bid Submitted To:

JACOBS

643 SW 4<sup>th</sup>  
Avenue  
Gainesville,  
FL 32061

Attn: Althea Gryb,  
Subcontracts Professional  
Email:  
[althea.gryb@JACOBS.com](mailto:althea.gryb@JACOBS.com)

Subject: Invitation to Bid  
**Project:** JEA Hogan's Creek Chilled Water Distribution Expansion Project-100%  
**Design Inquiry:** D32549P7 – Pipe Installation – Zones 1 thru 4

Gentlemen:

The undersigned, having carefully examined the Bid Documents and conditions under which the Work is to be performed, hereby proposes to execute the Work in accordance with the Bid Documents, as follows. All pricing is firm, fixed for the duration of the Work as proposed.

**PRICING BASIS:** ☒ Lump sum and Fixed Unit Price

For a Lump sum basis, the Lump Sum Bid Price is inserted. For any other pricing basis, see the pricing attachments to this bid form.

**LUMP SUM BASE BID PRICE:**

six million nine hundred thirty-seven thousand eight hundred forty-eight & 51 cents U.S. Dollars (\$ 6,937,848.51 )

**BASE BID PRICE – Itemized:**

For evaluation purposes only, and not for the purpose of establishing a payment schedule of values, the Base Bid Price is comprised of the following, the total of which constitutes the complete Base Bid Price:

**JEA Chilled Water Distribution Expansion-100% Design**

<b>A. General Conditions for Zones 1, 2,3 &amp; 4</b>	<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Total \$ USD</b>
1. General Conditions (Max. 10%) (Supervisory/Management Staff, Coordination, Insurances, Field Offices, Dumpsters, Temp Facilities, Etc.)	1	LS	\$ 627,883.96	\$ 627,883.96
2. Submittals, Shop Drawings, O&M's, Etc.	1	LS		INCLUDED ABOVE
3. Mobilization	1	LS		INCLUDED ABOVE
4. De-Mobilization	1	LS		INCLUDED ABOVE
5. Pollution Liability Insurance Premium	1	LS		NOT REQUIRED
6. Jacobs/CH2M Safety Program Compliance	1	LS		INCLUDED ABOVE
<b>B. CHILLED WATER PIPING SCOPE OF WORK FOR ZONES 1, 2, 3, &amp; 4</b>				
1. Erosion Control	1	LS	\$ 52,620.00	\$ 52,620.00
2. Maintenance of Traffic	1	LS	\$ 165,535.00	\$ 165,535.00
3. Site Prep Demo	1	LS	\$ 36,250.00	\$ 36,250.00
4. Exploratory Excavations	0	LS	\$ 53,485.00	\$ -
5. Case X Paving Repair	2,395	SY	\$ 65.35	\$ 156,513.25
6. 8" Limerock Base	1,200	SY	\$ 30.00	\$ 36,000.00
7. Milling @ Resurfacing 1.5"	3,875	SY	\$ 22.00	\$ 85,250.00
8. Lighting Relocations	1	LS	\$ 22,105.30	\$ 22,105.30
9. Electrical Relocations	130	LF	\$ 63.50	\$ 8,255.00
10. 69 KV Interference Allowance	0	ALLOW	\$ 17,250.00	\$ -
11. Contaminated Dewatering Maintenance Allowance	0	ALLOW	\$ 33,000.00	\$ -
12. Exist. Utility Relocate	5	EA	\$ 4,895.00	\$ 24,475.00
13. Exist. Storm Drain Conflict/Relocations – 48"	2	EA	\$ 53,002.50	\$ 106,005.00
14. 20" CL 350 DIP-Supply Line	1,780	LF	\$ 939.50	\$ 1,672,310.00
15. Stress Testing Allowance	0	ALLOW	\$ 8,000.00	\$ -
16. 20" Expansion Joint Fittings	8	EA	\$ 19,755.00	\$ 158,040.00
17. 20" CL 350 DIP-Return Line	1,780	LF	\$ 939.50	\$ 1,672,310.00
18. Flowable Fill	450	CY	\$ 270.00	\$ 121,500.00
19. Fiber Optic Communication	1,845	LF	\$ 165.00	\$ 304,425.00
20. Abandon Exist. Watermain	225	LF	\$ 25.00	\$ 5,625.00
21. 20" Gate Valve	14	EA	\$ 39,165.00	\$ 548,310.00
22. 20" Bend, 90 degree	6	EA	\$ 7,750.00	\$ 46,500.00
23. 20" Bend, 45 degree	40	EA	\$ 7,520.00	\$ 300,800.00
24. 8" Bend, 90 degree	4	EA	\$ 2,635.00	\$ 10,540.00
25. 20" Line Stop	2	EA	\$ 138,460.00	\$ 276,920.00
26. 20" Tee	4	EA	\$ 10,550.00	\$ 42,200.00
27. 20x8" Tee	4	EA	\$ 9,020.00	\$ 36,080.00
28. 20" Sleeve/Spool Piece	2	EA	\$ 11,515.00	\$ 23,030.00
29. 20" Plug/Cap	6	EA	\$ 3,285.00	\$ 19,710.00
30. 8" CW Pipe – Supply Line	40	LF	\$ 480.00	\$ 19,200.00
31. 8" CW Pipe – Return Line	40	LF	\$ 480.00	\$ 19,200.00
32. 8" Gate Valve	3	EA	\$ 5,745.00	\$ 17,235.00
33. 8" Bend, 45 degree	3	EA	\$ 2,045.00	\$ 6,135.00
34. 8" Cap/Plug	2	EA	\$ 1,530.00	\$ 3,060.00
35. Fire Hydrant Relocation	1	EA	\$ 12,500.00	\$ 12,500.00
36. CWM Recirculation Loop	2	EA	\$ 11,238.00	\$ 22,476.00

37. 18" City Std. Curb and Gutter	1,500	LF	\$ 26.00	\$ 39,000.00
38. Concrete Sidewalk/Flatwork	150	SY	\$ 88.00	\$ 13,200.00
39. Hardscape Rebuild	60	SY	\$ 630.00	\$ 37,800.00
40. Site Restoration and Cleanup	1	LS	\$ 9,985.00	\$ 9,985.00
41. A-3 Sand Contingency	0	CY	\$ 32.00	\$ -
42. Flushing, Treating and Testing of CWM	1	LS	\$ 147,740.00	\$ 147,740.00
43. COJ Permitting/Tree Mitigation Fee	1	LS	\$ 31,125.00	\$ 31,125.00
<b>Total for Zones 1, 2,3 &amp; 4 (Sum of A 1-6 and B 1-42 Above) Based on 100% Design Documents</b>				<b>\$ 6,937,848.51</b>
<b>LESS COST FOR ZONE 1 PREVIOUSLY PROVIDED</b>				<b>\$ 1,800,000.00</b>
<b>(With the exception of allowances, all Base Bid pricing above is fixed lump sum. Quantity risk is by JBCCI)</b>				<b>\$ 5,137,848.51</b>

**TAXES:**

All taxes imposed by law are included in the above prices.

**SCHEDULE:**

The Bidder proposes to complete the scope of work in this bid package within the contract duration and in accordance with the contract schedule. The Bidder shall state below any Schedule Exceptions to the Bid Documents. If nothing is written here than it is assumed that no exceptions to the schedule are taken.

**PAYMENT TERMS:**

Net 7 after Client Pays. See Terms and Conditions of the Sample Subcontract Agreement attached to the Inquiry.

**PRICING FOR CHANGES TO THE WORK:**

Should extra work or changes to the Scope of Work be required, such changes will be priced and performed as set forth in the Bid Documents made a part of the Inquiry. Changes to be performed on a Unit Price or Time and Material basis will be priced in accordance with the attachments provided with this Bid.

**PERFORMANCE AND PAYMENT BONDS:**

Not required.

**ACCEPTANCE OF BID:**

If written notice of acceptance of this Bid is received within 120 days after the Date of Signature of this Bid the undersigned will sign the Subcontract Agreement, and will then deliver to JACOBS that documents, the certificates of insurance, and the required Performance and Payment Bonds, all within seven (7) days after receipt of the Subcontract Agreement from JACOBS.

**COMPLETION OF WORK:**

The undersigned agrees to promptly execute the Work and to achieve Final Completion by March 31, 2023.

**ADDENDA:**

We acknowledge receipt of the following Addenda to the Inquiry and have included the associated costs in the Lump Sum Base Bid Price and all other prices set forth in this Bid as applicable:

Addendum No. NA Dated NA Addendum No. \_\_\_\_\_  
Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**ALTERNATES:**

1. The following Alternates offered by Bidder in addition to the Base Bid. Decision to include or not include Alternate(s) in Work resides with JACOBS.
2. If JACOBS elects to include any Alternate in the Work, acceptance of the Alternate will be stated in the Subcontract Agreement or by Change Order, whichever is appropriate.
3. The undersigned agrees to the following addition[s] to or deduction[s] from the Base Bid Price if the Alternate[s] itemized below [is] [are] accepted:

**Alternates List** (If no alternates are offered state "None")

Alternate Number	Description	U.S. Dollars \$ Add/(Deduct)
NA	NA	NA

**EXCEPTIONS TO BIDDING DOCUMENTS**

Listed below are exceptions to the Bid Documents. NOTE THAT EXCEPTIONS MAY BE CAUSE FOR BID REJECTION. If no exceptions to the Bid Documents are proposed, state "NONE".

**Technical Exceptions:****Commercial Exceptions:****ATTACHMENTS:**

The following required documents are attached to and made a part of this Bid:

1. List of Sub-Subcontractors and Major Material Suppliers, if applicable
2. Certificate of Insurance.
3. Project Execution Approach
4. On-site Needs List
5. Construction/Contractor's License

**AUTHORIZATION:**

J.B Coxwell Contracting, Inc.

\_\_\_\_\_  
(Name of Bidder)

6741 Lloyd Road West

Jacksonville, FL 32254

\_\_\_\_\_  
(P. O. Box, City, State, Zip)

\_\_\_\_\_  
(Street, City, State, Zip)

Christopher C. Blank

\_\_\_\_\_  
(Name of Authorized Person)

Vice President Operations

\_\_\_\_\_  
(Title of Authorized Person)

  
(Signature of Authorized Person)

8-26-2022

\_\_\_\_\_  
(Date) Notes:

1. Signature is by a person legally authorized to bind Bidder to a Subcontract. If the signature is by an agent of the Bidder, the current Power-of-Attorney certifying the agent's authority to bind the Bidder is attached.
2. If Bid is by a corporation, the corporate seal is affixed immediately below.

## **Attachment 3**

### **Fee Summary**

Attachment 3 - Fee Summary														9/12/2022										
TO P7: Hogan's Creek Chilled Water Extension - Phase III Remaining Work Package Construction																								
Task 2 - Design Builder's General Conditions & Task 3 - Design Builder's Engineering SDC Fee Summary																								
Year =>					2022						2023													
Month =>					Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr										
Tasks					Task Schedules =>																			
Task 2 - Design Builder's General Conditions																								
Task 3 - Design Builder's Engineering Services During Construction																								
Task Description		Name	Role	2022 Bill Rate	2023 Bill Rate	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	CY 2022 Hours	CY 2023 Hours	Total Hours	2022 Rate	2023 Rate	Sub Expenses	Jacobs Expenses	Jacobs Labor	Total Cost
Task 2 - Design Builder's General Conditions					Task 2 - Design Builder's General Conditions																			
PROGRAM MANAGER	PATTERSON, STEVEN CLARK (STEVE)	DESIGN BUILD OPERATIONS LEAD	\$ 286.53	\$ 292.26					1	0.5	0.5	1	1	1		2	3	5	\$ 286.53	\$ 292.26			\$ 1,449.84	\$ 1,449.84
PROGRAM MANAGER	DYKES, MICHAEL B	PROJECT DIRECTOR	\$ 286.53	\$ 292.26					1	0.5	0.5	1	1	1		2	3	5	\$ 286.53	\$ 292.26			\$ 1,449.84	\$ 1,449.84
ENGINEER 7/TECHNOLOGIST 7	GUNN, LARRY	CONSTRUCTION MANAGER	\$ 258.89	\$ 264.07					65	65	65	130	130	130		195	389	584	\$ 258.89	\$ 264.07			\$ 153,220.50	\$ 153,220.50
ENGINEER 6/TECHNOLOGIST 6-FIELD	TRAMMELL, JEFFERY	PROJECT SUPERINTENDENT	\$ 163.17	\$ 166.43					127	127	126	254	253	253		380	760	1,140	\$ 163.17	\$ 166.43			\$ 188,477.42	\$ 188,477.42
ENGINEER 8/TECHNOLOGIST 8	MYERS, RALPH G.	ESTIMATE/CHANGE MANAGEMENT SUPPO	\$ 279.00	\$ 284.58					9	9	8	18	17	17		26	52	78	\$ 279.00	\$ 284.58			\$ 22,040.78	\$ 22,040.78
ENGINEER 4/TECHNOLOGIST 4	GRYB, ALTHEA L	PROCUREMENT	\$ 167.51	\$ 170.86					5	4	4	9	9	8		13	26	39	\$ 167.51	\$ 170.86			\$ 6,615.72	\$ 6,615.72
PROJECT ASSISTANT	PROJECT ASSISTANT	PROJECT ASSISTANT	\$ 106.60	\$ 108.73					9	9	8	9	9	8		26	26	52	\$ 106.60	\$ 108.73			\$ 5,596.41	\$ 5,596.41
ENGINEER 3/TECHNOLOGIST 3	TRULLENQUE RODRIGUEZ, IVAN ENRIQUE	CPM SCHEDULER	\$ 137.05	\$ 139.79					9	9	8	18	17	17		26	52	78	\$ 137.05	\$ 139.79			\$ 10,826.79	\$ 10,826.79
ENGINEER 4/TECHNOLOGIST 4	HAWKINS, MICHELLE A	PROJECT CONTROLS	\$ 167.51	\$ 170.86					13	13	13	26	26	26		39	78	117	\$ 167.51	\$ 170.86			\$ 19,849.72	\$ 19,849.72
ENGINEER 6/TECHNOLOGIST 6	CYRIER, ALAN (ALAN)	HEALTH & SAFETY MANAGER	\$ 228.43	\$ 233.00					15	15	15	31	30	30		45	91	136	\$ 228.43	\$ 233.00			\$ 31,466.04	\$ 31,466.04
EXPENSES																						\$ 61,537.00	\$ -	\$ 61,537.00
																754	1,480	2,234	Task 2 Subtotals		\$0.00	\$61,537.00	\$440,993.05	\$502,530.05
Task 3 - Design Builder's Engineering Services During Construction					Task 3 - Design Builder's Engineering Services During Construction																			
ENGINEER 5/TECHNOLOGIST 5	KRAAL, SETH	DESIGN MANAGER	\$ 197.97	\$ 201.93					8	8	8	32	56.0	52.0		24	140	164	\$ 197.97	\$ 201.93			\$ 33,021.48	\$ 33,021.48
ENGINEER 4/TECHNOLOGIST 4	EDDY, PATRICK	MECHANICAL EOR	\$ 167.51	\$ 170.86					4	4	4	4	20	20		12.0	44.0	56	\$ 167.51	\$ 170.86			\$ 9,527.96	\$ 9,527.96
ENGINEER 3/TECHNOLOGIST 3	MOHSEN, AZIZ	STRUCTURAL EOR	\$ 137.05	\$ 139.79					4	4	4	4	4	4		12	12	24	\$ 137.05	\$ 139.79			\$ 3,322.08	\$ 3,322.08
ENGINEER 3/TECHNOLOGIST 3	SWALLY, MEATTA	SCADA ENGINEER	\$ 137.05	\$ 139.79					4	4	4	4	4	4		12	12	24	\$ 137.05	\$ 139.79			\$ 3,322.08	\$ 3,322.08
ENGINEER 4/TECHNOLOGIST 4	DYKES, DUSTIN MICHAEL	ASSISTANT PROJECT MANAGER	\$ 167.51	\$ 170.86					16	16	16	16	32	24		48	72	120	\$ 167.51	\$ 170.86			\$ 20,342.40	\$ 20,342.40
ENGINEER 5/TECHNOLOGIST 5	WILLEFORD, JASON	MECHANICAL LEAD	\$ 197.97	\$ 201.93					8	8	8	8	24.0	8.0		24	40	64	\$ 197.97	\$ 201.93			\$ 12,828.48	\$ 12,828.48
ENGINEER 4/TECHNOLOGIST 4	HANZEL, SAMANTHA LYNN	CIVIL EOR	\$ 167.51	\$ 170.86					40	40	40	48	72.0	48.0		120	168	288	\$ 167.51	\$ 170.86			\$ 48,805.68	\$ 48,805.68
PROJECT ASSISTANT	HARLAN, SYDNEE	PROJECT ASSISTANT	\$ 91.37	\$ 93.20					12	16	16	12	20	8		44	40	84	\$ 91.37	\$ 93.20			\$ 7,748.28	\$ 7,748.28
ENGINEER 3/TECHNOLOGIST 3	MERRICK, DAN	DESIGN TECH	\$ 137.05	\$ 139.79					12	12	12	28	36	52		36	116	152	\$ 137.05	\$ 139.79			\$ 21,149.44	\$ 21,149.44
ENGINEER 7/TECHNOLOGIST 7.	CARTER, SCOTT (SCOTT)	MOT EOR	\$ 258.89	\$ 264.07					24	28	28	24	32	20		80	76	156	\$ 258.89	\$ 264.07			\$ 40,780.52	\$ 40,780.52
ENGINEER 7/TECHNOLOGIST 7	ELLENBERGER, CHRISTINE SPADA	CIVIL STC	\$ 258.89	\$ 264.07					4	4	4	4	4.0	4.0		12	12	24	\$ 258.89	\$ 264.07			\$ 6,275.52	\$ 6,275.52
ENGINEER 7/TECHNOLOGIST 7	GUNN, LARRY	PROJECT MANAGER	\$ 258.89	\$ 264.07					40	40	50	40	40	50		130	130	260	\$ 258.89	\$ 264.07			\$ 67,984.80	\$ 67,984.80
ENGINEER 4/TECHNOLOGIST 4	HAWKINS, MICHELLE A	PROJECT CONTROLS	\$ 167.51	\$ 170.86					20	20	24	20	20	24		64	64	128	\$ 167.51	\$ 170.86			\$ 21,655.68	\$ 21,655.68
EXPENSES																						\$ 14,773.34	\$ -	\$ 14,773.34
																618	926	1,544	Task 3 Subtotals		\$0.00	\$14,773.34	\$296,764.40	\$311,537.74
																2022 Hours	2022 Hours	Total Hours	Totals		Sub Expense	Jacobs Expense Total	Jacobs Labor Total	TASKS 2 & 3 PROJECT FEE
																1,372	2,406	3,778			0	76,310	737,757	814,068

**Attachment 4**  
**Phase III Early Works Package Scoping**  
**Document (Previously Authorized by JEA)**

## **Introduction and Purpose**

This Task Order (TO) will be executed under the terms and conditions of JEA Contract No. 182848, executed on July 9, 2019. This TO gives no rights or benefits to anyone other than JEA and Jacobs Engineering Group Inc. (Jacobs) and has no third-party beneficiaries.

This TO includes Phase III Early Works Package construction services by Jacobs to expand a portion of JEA's Hogan's Creek chilled water distribution system. The Phase III Early Works Package construction area is limited to the work in A. Phillip Randolph Road and Duval Street (Work Zone 1). The intent of the Early Works Package is to initiate and complete construction in Work Zone 1 during a low-event period to minimize traffic impacts in the sports complex area. This TO will consist of construction, engineering services during construction, and general conditions for the Early Works Package only. The construction services for the remainder of the project will be provided by Jacobs under a separate TO after the Final (100%) Design completion. Scope items that comprise this TO and their related activities are identified and described in the following sections.

## **Background**

Jacobs was approached by JEA in 2018 to help identify the likely development plan for the Hogan's Creek District Energy Chilled Water Plant (hereafter, the "Plant"). The Plant was originally constructed with approximately 50 percent of the chilling and pumping capacity of the final build-out design, with the intent of being finished-out in phases to meet the local demand for chilled water as that demand increased.

JEA received new data from a customer interested in chilled water service from the Plant. The data received indicates the location, intensity, and demand in-service dates. JEA requested Jacobs develop a scope of services to design and construct a new chilled water main to serve the new customer. This project is for the extension of the existing 20-inch-diameter chilled water distribution piping from A. Philip Randolph Boulevard to TIAA Bank Stadium and future Performance Facility. Additional chilled water expansion projects will be delivered as part of future projects.

Phase I Preliminary Design and Phase II Final Design services were previously authorized by JEA as separate TOs. Phase I and Phase II services by Jacobs consisted of professional services, consulting, engineering, and preconstruction services, as well as subcontractors and subconsultants necessary to support the Preliminary and Final Designs. Phase III will consist of construction, engineering services during construction, and general conditions.

## **Scope of Services**

Phase III Construction scope of services for the Early Works Package includes the following:

### **Task 1 – Construction**

### **Task 2 – Design-BUILDER's General Conditions**

### **Task 3 – Design-BUILDER's Engineering Services During Construction**

### **Task 1 – Construction**

Jacobs will contract with J.B. Coxwell Contracting, Inc. (J.B. Coxwell) to perform the construction of the Early Works Package, including the construction of two pre-insulated, 20-inch-diameter chilled water mains in A. Phillip Randolph Road and Duval Street (Work Zone 1) as detailed in the 90% Design Drawings, Specifications, and Construction Phasing Plan dated July 2022. The work generally includes

**Task Order P7 for JEA Hogan's Creek Chilled Water Distribution Expansion  
Phase III Early Works Package Construction Scope of Services**

mobilization and demobilization; supervision for this scope of work, management oversight, insurances, overhead, profit, contingencies, safety oversight, survey, layout, erosion control, offsite storage rental costs, material movements to and from offsite storage yards, interproject material handling, equipment maintenance and fueling, all new underground ductile iron and steel chilled water pipeline work, dewatering, dewatering discharge filtering, trench protection as required, connections to existing utilities, protection and support of existing utilities, relocation of existing utilities in conflict with the new work, repair/replacement of utilities damaged during the execution of this scope of work, all required potholing, soft digs, vacuum excavations and GPR work, all required excavation, compaction, subgrade prep, backfill, pipe bedding, imported fill, washed stone, excess fill loading and disposal, trucking, disposal or dump fees, demolition as required, new pipe fittings, piping accessories, piping restraints, new valves, pipe insulation, and jacketing, flowable fills, concrete work, concrete demolition, debris removal and disposal, maintenance of traffic (MOT), temporary MOT provisions, temporary signage, fiber optic cable raceways and pull boxes/hand holes, all restoration of disturbed/damaged areas, sod and landscape removals and replacements, landscape irrigation repair, asphalt repair, asphalt milling, concrete curbing and sidewalk repair/replacement, traffic sensor replacement, brick/granite paver repair/replacement, temporary fencing removals and replacement, temporary barricades, safety of the site and excavations, traffic-rated road plates, pipe flushing, cleaning, and disinfection, pipeline pressure testing, pipeline commissioning, daily site cleanup and housekeeping, cooperation with third-party testing work, timely project closeout, coordination with the Design-Builder and other concurrent onsite subcontractors, as they apply to Zone 1 Work only. The J.B. Coxwell construction proposal for this work is included as Attachment 2.

## **Task 2 – Design-Builder's General Conditions**

Jacobs will provide general conditions, including coordination and oversight of the construction activities, as well as technical support prior to, during, and through final construction activities. During the construction phase, Jacobs will provide onsite construction management and inspection for 5 days a week (Monday through Friday from 7 a.m. to 5:30 p.m.). Jacobs reserves the right to work Saturdays and Sundays for potential schedule recovery and weather impacts. This work includes periodic professional engineering support as well as additional support personnel, as provided in Attachment 3, for three months of general conditions. These personnel will provide coordination services between all stakeholders, facilitate effective communications, document day-to-day activities, review the quality of the work with respect to JEA standards, respond to requests for information, and provide troubleshooting assistance as needed.

## **Task 3 – Design-Builder's Engineering Services During Construction**

This task will build upon the project management and engineering that is currently being provided and includes services during construction for 2 months only to cover the Early Works Package construction. Jacobs proposes to conduct coordination meetings for collaboration with all stakeholders and obtain buy-in from all stakeholders. Overall, this task will include all general project management activities, including the preparation of progress reports and project closeout.

Jacobs will participate in regular weekly coordination meetings during the project. These meetings will enable JEA to review the progress and exchange vital ideas and information with Jacobs staff. Jacobs will provide meeting minutes summarizing the findings of the meetings to JEA.

Jacobs will provide engineering services during construction, as needed to support the project, to include:

- Submittal and shop drawing reviews
- Periodic Engineer of Record (EOR) site visits
- Review and responses to J.B. Coxwell's requests for information (RFIs)

Jacobs and its partnering subcontractor (J.B. Coxwell) will develop a Critical Path Method Project Schedule using the Primavera (P6) Software package. A detailed schedule will be further developed to show the construction-phase.

## **Task Order P7 for JEA Hogan's Creek Chilled Water Distribution Expansion Phase III Early Works Package Construction Scope of Services**

Jacobs will maintain the project risk register to identify, track, manage, and mitigate risks and effectively respond to risk events when they occur. The risk register will be updated jointly by JEA and Jacobs. The risk register will be used to identify risks, assign responsibility and probability of occurrence, and quantify and evaluate the impact of the risks on cost and schedule. Jacobs will discuss, review, and update the risk register at each milestone. The initial risk register will be used to help develop Jacobs contingencies and allowances associated with the project to be carried into the Phase III Construction TO.

Jacobs will support JEA to communicate with and coordinate work-planning with the Jaguars/Haskell SPC team and ASM. This coordination will help inform these entities of the required timing and area of impact to install the chilled water pipeline and facilitate coordination of work associated with this project with events and other ongoing work in the area. Level of effort assumes that one Jacobs staff member will coordinate directly with JEA, the Jaguars/Haskell SPC team, and ASM for up to 8 hours per week.

### **JEA Responsibilities**

The following shall be provided by JEA in a timely manner to support the overall project schedule:

- JEA will be the primary point of contact for coordination with other project stakeholders, including Jaguars/Haskell SPC team and ASM.
- JEA will provide timely review of any RFI requests, including responses required.
- JEA will provide timely review, approval, and payment of progress invoices.
- JEA will provide timely approval of Jacobs and Subcontractor requests for additional work hours as detailed in Task 2. JEA shall approve and support the requested additional work hours and any JEA costs for the additional work hour support or administration will be on JEA's account and not charged to Jacobs or the Subcontractor.

### **Meetings**

This proposal is based on the following meetings:

- One construction kickoff meeting
- Weekly project update conference calls
- Monthly progress meetings

### **Schedule**

The current project schedule is based on all known information at this time. Jacobs anticipates the following construction milestone dates:

1. Notice to Proceed	August 12, 2022
2. Construction Kickoff Meeting	August 19, 2022
3. Work Zone 1 (Early Works Package) Construction	August 22 through October 6, 2022
4. Work Zones 2, 3, and 4 (Remaining Work Package) Construction	October 3, 2022 through January 20, 2023
5. Substantial Completion	February 17, 2023
6. Final Completion	March 31, 2023

Jacobs will progress the schedule and issue an updated schedule to JEA on a monthly basis.

## Task Order Assumptions and Clarifications

At a minimum, the following assumptions form the basis of Jacobs' scope of work:

- The known relevant government authorities having jurisdiction over the project are City of Jacksonville (COJ), Florida Department of Environmental Protection, and JEA.
- The project design will comply with JEA Water and Sewer Standard Specifications; JEA Water, Sewer, and Reclaimed Water Design Guidelines requirements; and JEA Rules and Regulations for Water, Sewer, and Reclaimed Water Services for pipeline design (where applicable).
- Pre-purchasing of the pipe and insulation was addressed under TO-P6, and no material costs for ductile iron pipe and factory-installed insulation is included in this TO.
- The design was based on the federal, state, and local codes and standards in effect on the effective date of the authorization. Any changes in these codes or standards may necessitate a change in scope, to include an equitable price adjustment.
- Jacobs will reasonably rely upon the accuracy and completeness of the information and data provided by JEA or other third parties without independent verification.
- No tasks associated with wetland impacts, wetland mitigation, or protected species monitoring for environmental impact that may be proposed by state or federal regulatory agencies are included in this scope.
- This scope assumes tree removal will be paid by Jacobs into the COJ tree fund. No landscape design services are included in this scope.
- Any required permit application fees shall be paid by Jacobs or J.B. Coxwell.
- In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Jacobs.
- Jacobs shall at no time take title, risk of loss, or ownership of hazardous materials or wastes. JEA recognizes that Jacobs assumes no risk and/or liability for hazardous materials encountered while performing any services associated with such hazardous waste.
- Drainage design or redesign is not included in this cost proposal, other than removing and replacing existing drainage pipes incidental to the chilled water mains construction.
- Pavement design or redesign is not included in this cost proposal, other than removing and replacing existing pavement for the chilled water mains construction, in accordance with COJ standard details.
- Since the design is not complete and the project scope continues to evolve, there is a potential of further design modifications between the 90% Design and Final Design. Actual costs to perform the work could vary up or down from the amount budgeted. Jacobs will invoice JEA for the actual costs incurred plus markup. JEA's standard approach is for the supplemental work authorization (SWA) budget to be 5 percent of the construction contract value. The SWA can be used for change order conditions to include, but not limited to; approved changes caused by unforeseen site conditions that impacts the project cost; approved changes caused by force majeure events that impact the project cost; delays beyond Jacobs control and changes caused by engineering issues that meet the standard of care; insolvency of a subcontractor or supplier; or conditions that require Jacobs to terminate a party due to cause. Should the SWA be exhausted prior to Substantial Completion, the Purchase Order shall be amended to restore additional SWA funds to be mutually agreed upon by the parties. This SWA budget will only be used if the actual costs of the services are higher than the budgeted amount. Jacobs will submit to JEA a change order request if the SWA budget is insufficient to cover increased costs, if any, compared to the budget.

**Task Order P7 for JEA Hogan's Creek Chilled Water Distribution Expansion  
Phase III Early Works Package Construction Scope of Services**

- The budget includes estimates for performance and payment bonds, builder's risk insurance, and subcontractor default insurance. The actual costs of these items will vary up or down from the amounts budgeted. Jacobs will invoice JEA for the actual costs incurred. The SWA budget will first be used for any overages. Jacobs will submit to JEA a change order request if the SWA budget is insufficient to cover increased costs, if any, compared to the budget.
- This TO is based upon Open Shop Rates and does not include Union, Davis Bacon, or Prevailing Wage Rates.
- This TO assumes the project is not being funded by federal or state grantors or approving agencies. Therefore, Buy American provisions or requirements also do not apply to the estimate.
- A material testing allowance is included and assumes the following testing will be necessary: soil proctors, soil compaction/density, and concrete compressive strength cylinders.
- Cost and schedule impacts resulting from the current COVID-19 pandemic are difficult to assess. Future impact conditions could be minimal or unprecedented. Budget level pricing provided herein does not include or take into consideration these conditions or potential impacts.
- We have not included cost impacts associated with COVID-19 or related supply chain issues and costs.
- We have not included delays or impacts to the construction schedule for weather impacts, any force majeure, or items outside of Jacobs control.
- This TO assumes line swabbing and flushing activities to clean the chilled water mains. JEA personnel/operators shall coordinate the swabbing and flushing activities to avoid restrictions and to filter/screen the flushing water as may be needed.
- Jacobs assumes JEA will provide unencumbered and uninterrupted access to the Sports Complex Site from the Prime/General Contractor (Haskell Construction) to execute the planned scope of work.
- The estimate assumes the excavated native soils are suitable for pipe bedding, pipe zone, or backfill above the pipe zone.

## **Task Order Exclusions**

The following items and associated costs are not included in this TO and are specifically excluded:

- Non-construction costs for land, legal, easements, professional fees, and owner administration costs
- Unforeseen subsurface or existing conditions
- Testing, identification, handling, removals, or disposals of lead paint, asbestos, or any other hazardous materials
- Liquidated Damages cost for late completion/delivery
- SCADA, instruments, control panels, or programming
- Regulatory agency costs or fees
- Davis-Bacon or Prevailing Wage requirements
- Provision for compliance to "Buy America Act"
- Replacement of any trees along the proposed pipe route
- Tree mitigation costs (assumed to be Paid by JEA)
- Construction shutdowns and associated costs/delays due to events at nearby venues
- Material Escalations
- Fiber optic cabling or terminations (raceways, innerducts, and handholes are included)

**Task Order P7 for JEA Hogan's Creek Chilled Water Distribution Expansion  
Phase III Early Works Package Construction Scope of Services**

- Temporary stormwater management
- Relocation or protection of the Baseball Sculpture at Georgia and Duval Streets
- Temporary chiller systems and associated power supply, operations, maintenance, and any connection costs of these systems

## Payment for Services

The total estimated fee for this TO is \$2,818,163, as summarized in Table 1. Compensation for Task 1 will be on a lump-sum basis and on a time-and-material basis. Compensation for Tasks 2 and 3 will be on a time-and-materials basis, as detailed in Attachment 3.

**Table 1. Fee Summary for Task Order**

*TO-P7: JEA Chilled Water Distribution Expansion Phase III Early Works Package Construction*

Task	Estimate
<b>Task 1: Construction</b>	<b>\$2,379,698</b>
<u>Task 1 Construction Subcontractor:</u>	
Construction Subcontractor (Lump Sum)	\$1,800,000
<u>Task 1 Construction Costs:</u>	
Subcontractor's Default Insurance Premium (Time and Materials [T&M])	\$23,059
Project Contingency (15%) (T&M)	\$280,172
Design-Builder's Risk Insurance Premium (T&M)	\$14,091
Design-Builder's Bond Premium (T&M)	\$21,136
Design-Builder's Fee (9%) (T&M)	\$196,489
<u>Task 1 Construction Allowances:</u>	
GPR & Soft Dig Allowance (T&M)	\$937
Project Survey Allowance (T&M)	\$3,281
Materials Testing Allowance (T&M)	\$5,533
Permitting Allowance (T&M)	\$35,000
<b>Task 2: Design-Builder's General Conditions (T&amp;M)</b>	<b>\$315,418</b>
<b>Task 3: Design-Builder's Engineering Services During Construction (T&amp;M)</b>	<b>\$123,047</b>
<b>Total for TO-P7: Phase III Early Works Package Construction</b>	<b>\$2,818,163</b>

**Attachment 5**  
**Construction Services Task Order**  
**Terms and Conditions**

### ATTACHMENT 3

#### TASK ORDER TO BE USED FOR CONSTRUCTION SERVICES

#### WATER/WASTEWATER CAPITAL PROGRAM CONSTRUCTION TASK ORDER

THIS CONSTRUCTION TASK ORDER NUMBER \_\_\_\_ (“**Task Order No. P7**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between **JEA**, a body politic and corporate located at 21 W. Church St., Jacksonville, Florida 32202, **JACOBS ENGINEERING GROUP INC.**, a Delaware corporation with a corporate office located at 200 West Forsyth Street, Suite 1520, Jacksonville, FL 32202 (“Program Manager and/or Company”), and **CH2M HILL ENGINEERS, INC.**, a Delaware corporation with a corporate office located at 200 West Forsyth Street, Suite 1520, Jacksonville, FL 32202 (“Contractor”)(collectively “Parties”).

#### RECITALS:

**WHEREAS**, on July 9, 2019, JEA and Program Manager entered into a Program Management Master Services Contract (“Master Services Contract”) pursuant to which Program Manager agreed to provide certain professional services for the JEA Water/Wastewater Capital Program Management under JEA Contract Number 182848 and JEA Solicitation #062-19, and

**WHEREAS**, JEA now desires to procure certain construction services via a corporate affiliate of Program Manager; and

**WHEREAS**, Contractor is a corporate affiliate of Program Manager and is properly licensed, registered, and qualified to provide specified construction services for the benefit of JEA, as such services are more specifically set forth in this Task Order.

In consideration of the Master Services Contract and for the mutual promises and covenants contained herein, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

- A. **Scope of Work:** Construction of Hogan’s Creek Chilled Water Extension – Early Work & Remaining Work Packages, See attached Task Order for details.
- B. **Contractor:** CH2M HILL Engineers, Inc.
  - The Parties to this Task Order acknowledge and agree that CH2M HILL Engineers, Inc. as “Contractor” shall be solely and exclusively responsible for the provision of the Scope of Work required by this Task Order.
  - JEA’s right of recourse for any breach of this Task Order shall be against Contractor.
- C. **Subcontractors:** J.B. Coxwell Contracting, Inc.
- D. **Program Manager:** Jacobs Engineering Group, Inc.
  - The Parties to this Task Order acknowledge and agree Program Manager’s obligations relative to this Task Order shall be strictly limited the professional oversight of Contractor’s Scope of Work.
- E. **Contract Time:**

- Commencement Date and Notice to Proceed: **August 12, 2022**
- Interim Milestones: **NA**
- Substantial Completion Date: “Substantial Completion of the Work” shall occur at the time the Work (or a specified part thereof) is substantially complete, in accordance with the Task Order, and Contract Documents so that JEA can operate the facility. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required regulatory permits and approvals have not been issued, or if all vehicular and pedestrian traffic routes affected by the Work have not been restored. The date of Substantial Completion shall be established in writing by JEA. Recognition of the Work as Substantially Complete, as evidenced by issuance of a Certificate of Substantial Completion, does not represent JEA's Acceptance of the Work.
- This date of Substantial Completion shall be confirmed by a Certificate of Substantial Completion signed by JEA and Contractor. The certificate shall state the respective responsibilities of JEA and Contractor for security, maintenance, heat, utilities, and damage to the Work, and insurance. The certificate shall also list the items to be completed or corrected and establish the time for their completion and correction Contractor shall achieve Substantial Completion no later than: **February 17, 2023.**
- Acceptance: Acceptance shall occur by JEA's written notice to the Contractor that all Work as specified in the Task Order has been completed to JEA's satisfaction. Approval or recognition of the Contractor meeting a milestone or interim step does not constitute Acceptance of that portion of Work. Acceptance is only applicable to the entirety of Work as specified in the Task Order. Acceptance does not in any way limit JEA's rights under the Task Order or applicable laws, rules and regulations. Acceptance shall occur no later than **March 31, 2023.**
- Final Completion: Is point in time after JEA makes the determination that the Work is completed and there is Acceptance by JEA, and the Contractor has fulfilled all requirements of the Task Order.
  - Final Completion Date: **March 31, 2023**
  - Final Completion shall be achieved within **NA** business days of Substantial Completion.
- Float: Contractor shall own all schedule float.
- Liquidated Damages: **NA**  
 If the Contractor fails to complete any Work on or before the Substantial Completion Date, the Contractor shall pay JEA the sum of [ @LD 1 Dollar Amount@ ] per day for each and every calendar day, including Sundays and Holidays, starting on this day until Substantial Completion is reached. Such liquidated damages shall constitute the sole and exclusive remedy due JEA for Contractor's failure to timely complete Work in accordance with an applicable Task Order.

Liquidated Damages are capped at an aggregate maximum of ten percent (10%) of the Contract Price.

JEA and Contractor acknowledge and agree that said daily sum is to be paid not as a penalty, but as compensation to JEA as a fixed and reasonable liquidated damages for losses that JEA will suffer because of such default, whether through increased administrative and engineering costs, interference with JEA's normal operations, other tangible and intangible costs, or otherwise, which costs will be impossible or impractical to measure or ascertain with any reasonable specificity.

Liquidated damages may, at JEA's sole discretion, be deducted from any monies held by JEA that are otherwise payable to Contractor.

The Contractor's responsibility for liquidated damages shall in no way relieve the Contractor of any other obligations under the Master Services Contract.

F. **Contract Price:** Contract Price may be a lump sum or cost reimbursable based on the Scope of Work described in **Task Order P7**.

**Lump Sum** - Task Order shall not exceed \$(**not applicable**). Work will be invoiced on an earned value basis. See Attachment \_\_\_\_\_ for an estimate of initial payment, progress payments, and Final payment.

**Cost Reimbursable** - JEA shall pay Contractor for the Work a Contract Price consisting of the following amounts:

- Cost of office labor based on actual hours incurred times billing rates established in the JEA Capital Program Management Rate Schedule established in the Master Services Contract. An estimate of the office labor costs is included in **Task Order P7**.
- Cost of construction field indirect labor based on actual hours incurred timed billing rates listed in the JEA Construction Field Rate Schedule included in **Task Order P7**. An estimate of the construction field indirect labor costs is included in **Task Order P7**.
- Actual cost of travel expenses. An estimate of the travel expenses is included in **Task Order P7**.
- Actual cost of Contractor's General Conditions expenses plus a markup of 9%. An estimate of the General Conditions expenses is included in **Task Order P7**.
- Actual cost of construction plus a markup of **9%**. An estimate of the reimbursable construction costs is included in **Task Order P7**. The cost of Construction shall be billed to JEA on an "as incurred" basis at cost with the markup and shall be based on Subcontractor and Vendor billings to Contractor and any work self-performed by the Contractor. The billings shall include the costs of insurance, bonds, temporary facilities, surveying, specialty inspection services, and testing services (soils/geotechnical, concrete, etc.).

The cost of the items listed above and listed in **Task Order P7** is based on the judgment and experience of the Contractor but are not to be construed as guarantees of cost since the Contractor has no control over the cost of labor and materials, which are subject to competitive bids and variable market conditions.

JEA shall have the opportunity to review Subcontractor and Vendor bids and provide make suggestions on selection prior to Contractor awarding of bids. However, Contractor will have the final authority for selecting and engaging subcontractors and vendors

H. **Team Relationship:** JEA and Contractor agree to proceed with the Project on the basis of trust, good faith and fair dealing, and shall take all actions reasonably necessary to perform this contract in an economical and timely manner, including consideration of design modifications and alternative materials or equipment that will permit the Work to be constructed within the agreed upon Contract Price and by the date of Substantial Completion, as established by the mutually agreed schedule. Contractor shall exercise reasonable skill and judgment in the performance of its Scope of Work, but does not warrant or guarantee schedules and estimates except as may otherwise be expressly set forth in this Task Order.

I. **Special Provisions applicable to this Task Order:**

- Contractor Standard of Care: The standard of care for all design and/or construction management professional services performed by Contractor and any sub-consultants of Contractor pursuant to this Task Order shall be the care and skill ordinarily used by members of the design and/or construction management professions practicing under similar conditions at the same time and locality of the Project. If prior to Substantial Completion there are changes required to the Work due to the failure of the Contractor to meet the standard of care, the Contractor shall be responsible for re-design/re-performance of the Work at the Contractor's expense. If prior to Substantial Completion there are changes required to the Work and the standard of care is met, Contractor's compensation and/or the date of Substantial Completion shall be modified by Change Order as appropriate.
- Construction Warranties: Contractor warrants that all materials and equipment furnished under the construction phase of this Task Order will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the date of Substantial Completion of the Work or of a designated portion. Warranties provided by subcontractors shall be passed-through direct to JEA. Manufacturer warranties shall be assigned to JEA. Contractor agrees to correct all construction performed under this Task Order which proves to be defective in workmanship and materials within a period of one year from the date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents. ***All other warranties, express or implied, including any warranty of merchantability and any warranty of fitness for a particular purpose are expressly disclaimed. All performance guarantees are expressly disclaimed.***
- JEA Initiated Changes: JEA may make or approve changes within the general Scope of Work in this Task Order. If such changes affect Contractor's cost of or time required for performance of the Services, an equitable adjustment will be made through a Change Order to this Task Order.
- Differing Site Conditions: If in the performance of the Work Contractor encounters latent, concealed or subsurface physical conditions which differ from the conditions Contractor reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Task Order, then the Contract Price and/or the date of Substantial Completion shall be adjusted by Change Order within a reasonable time after the conditions are first observed.
- Master Service Agreement, Exhibit A, Article 11.1 (Delays), and 11.4 (Force Majeure) is hereby modified to include both schedule (Substantial Completion), and Contract Price adjustment.
- Changes in Law: If changes in laws or regulations not known or foreseeable on the date of Task Order execution have an effect on the cost or time of performance, the Contract Price and/or the date of Substantial Completion shall be adjusted by Change Order.
- Hazardous Waste: A Hazardous Waste is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or clean-up. Contractor shall not be obligated to commence or continue Work until any known or suspected Hazardous Waste discovered at the Project site has been removed, rendered or determined to be harmless by JEA as certified by an independent testing laboratory and approved by the appropriate government agency. If Contractor incurs additional costs and/or is delayed due to the presence of known or suspected Hazardous Waste, Contractor shall be entitled to an equitable adjustment in the date of Substantial Completion and an increase in Contract Price. JEA acknowledges that, except to the extent expressly included in the Work, Contractor has had no role in generating, treating, storing or disposing of Hazardous Waste which may be present at the Project Site and Contractor has not benefited from the

processes that produced such Hazardous Waste. No Hazardous Waste encountered by Contractor in performing, or associated with, the Work shall at any time be or become the property of Contractor. Any arrangements made by Contractor for the treatment, storage, transport or disposal of any Hazardous Waste are made solely and exclusively for the benefit of JEA using JEA's U.S. Environmental Protection Agency (EPA) generator identification number(s) when required and shall not result in any liability of Contractor under this Task Order or with respect to the Hazardous Waste. JEA shall handle all Hazardous Waste in compliance with applicable Laws and Regulations and shall sign manifests and obtain generator identification numbers when required by Laws and Regulations. If required by the Contract Documents, Contractor shall furnish the names of facilities currently licensed to accept Hazardous Waste, but it shall be JEA's sole responsibility to select those to be engaged. Nothing contained in this Task Order shall confer on Contractor the status of (a) a generator, storer, disposer or treater of Hazardous Waste, (b) the party who arranged for the disposal of Hazardous Waste or (c) a Hazardous Waste disposal facility, as provided in any law or regulation.

- Delays: If causes beyond Contractor's control delay the progress of the Work, Contractor's compensation and/or the date of Substantial Completion shall be modified by Change Order as appropriate. Such causes shall include but not be limited to:
  - Changes ordered in the Work, acts or omissions of JEA or separate contractors employed by JEA, JEA preventing Contractor from performing the Work pending dispute resolution;
  - Hazardous Waste which are not identified in the Contract Documents as objects of remediation, differing site conditions, Acts of God, floods, landslides, lightning, earthquakes, hurricanes, tornadoes, blizzards or other adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, labor disputes, acts of a public enemy, sabotage, vandalism, wars, blockades, insurrections, riots, civil disturbances, unavoidable accidents or circumstances; or
  - Orders, decisions, changes in law, policy or judgments rendered by any federal, State or local court, administrative agency or governmental body, if not the result of willful or negligent action or inaction of the party relying thereon; provided, however that the contesting in good faith by such party of any such order to judgment shall not constitute or be construed to constitute a willful or negligence action or inaction of such party.
  - Insolvency of a subcontractor or supplier or conditions that require Contractor to terminate its' subcontractor or supplier for cause.

In the event delays to the Project are encountered for any reason, the Parties agree to undertake reasonable steps to mitigate the effect of such delays.

- Emergencies: In any emergency affecting the safety of persons and/or property, Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in compensation and/or extension of the date of Substantial Completion on account of emergency work shall be effectuated by written Change Order.
- Safety: Contractor shall take necessary precautions for the safety of its employees on the Project, and shall comply with all applicable provisions of federal, state and municipal safety laws to prevent accidents or injury to persons on, about or adjacent to the Project site. Contractor, directly or through its Subcontractors, shall erect and properly maintain at all times, as required by the conditions and progress of the Work, necessary safeguards for the protection of workers and the public. Contractor, however, shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from work at the Project site carried on by JEA or its

employees, agents, separate contractors or tenants. JEA agrees to cause its employees, agents, separate contractors and tenants to abide by and fully adhere to all applicable provisions of federal, state and municipal safety laws and regulations.

- JEA Indemnification: JEA shall indemnify and hold harmless Contractor, its directors, officers, employees, agents and subcontractors against any and all liabilities, costs, or expenses, including reasonable attorney's fees, for claims, demands and/or causes of action asserted and/or filed by third persons not parties to this Task Order, arising out of or as a result of:
  - The presence of Contractor or its subcontractors on the Site if specific Site was approved by JEA;
  - The completed Work by Contractor, except to the extent that such liabilities, claims, demands, causes of action, costs and expenses are caused by the negligence of Contractor, its directors, officers, agents, employees or subcontractors;
  - Hazardous Waste, soil, air, surface and ground-water pollution, gas or contamination emanating from the site not caused by Contractor;
  - Transportation and disposal of waste streams and residue not associated with the Contractor's Work associated with this Task Order;
  - Any liability arising out of JEA's statutory status as generator of the waste streams, which status is expressly retained by JEA.

Notwithstanding the above, JEA's indemnification obligations shall be limited by Florida Statute 768.28, which is a partial waiver of sovereign immunity for tort claims only.

- Contractor Indemnification: For ten dollars (\$10.00) acknowledged to be included and paid for in the Contract Price and other good and valuable considerations, the Contractor shall hold harmless, indemnify, and defend JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and any person or entity used by Contractor in the performance of this Task Order or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of the Task Order entered into pursuant to the Master Services Contract for events that occurred during the Master Services Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in the Master Services Contract. It is the intent of the Parties that this indemnification shall be in accord with Section 725.08, Florida Statutes.
- Limit of Liability: Contractor's liability for JEA's damages for any cause or combination of causes, whether based upon contract, tort, breach of warranty, negligence or otherwise, will, in the aggregate, not exceed one times the Task Order amount. In no event shall Contractor, its affiliated corporations, officers, employees or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of profits, suffered or incurred by JEA or any of its agents, including other contractors engaged by JEA at the site, as a result of this Task Order or Contractor's performance or non-performance of the Work. Any cause of action, suit, proceeding, demand or other claim, including claims of latent defects, whether based upon contract, tort, breach of warranty, negligence or otherwise, shall be deemed waived unless made by JEA in writing and received by Contractor on or before 2 years after Substantial Completion of the Work. This article takes precedence over any conflicting article of this Task Order or any document incorporated into it or referred to by it.

- Contractor may make minor Changes in Work provided that such minor changes do not involve any adjustment in the Contract Price, nor any adjustment of the Project Schedule and are not inconsistent with the Contract Documents. Contractor will promptly inform JEA , in writing, of any such minor changes and will record such minor changes on the Record Documents maintained by Contractor.

J. **Insurance and Bonding:** The Parties shall furnish the following for the Work required under this Task Order:

- Professional Liability: \$1,000,000 each claim; \$2,000,000 annual aggregate
- Commercial General Liability: Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Explosion, Collapse and Underground, Hazards (XCU Coverage) as appropriate; Insurance Limits: \$1,000,000 each occurrence, \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit.
- Excess or Umbrella Liability: (This additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$4,000,000 each occurrence and annual aggregate.
- Builder's Risk: 100% of Task Order amount.
- Worker's Compensation: Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits; Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability).
- Auto: All autos-owned, hired, or non-owned; Insurance Limits: \$1,000,000 each occurrence, combined single limit.
- JEA Furnished Insurance: NA
- Other Contractor Insurance: Subcontractor Default Insurance – Estimated Value of Subcontract
- Payment and Performance Bonds: 100% of Task Order amount.

Payment and Performance Bonds shall be issued in the form and format provided in Attachment A, attached hereto. The Contractor shall have a fully executed Payment and Performance Bond recorded with the Clerk of Duval County Court and delivered to JEA before the Task Order will be issued. The date on the bond forms shall not be dated prior to that of the executed Task Order. The surety must be authorized and licensed to transact business in Florida. **Note, that the Contractor is responsible for the costs associated with the required Payment and Performance Bonds; therefore, the costs should be included in the Contractor's total bid price.**

To be acceptable to JEA as surety for Performance and Payment Bonds required by this Task Order, a surety company shall comply with the following provisions:

1. The surety companies shall have a current and valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
2. The surety companies shall have a current and valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Codes.
3. The surety companies shall be in full compliance with the provisions of the Florida Insurance Code.
4. The surety company shall maintain an A.M. Best Rating of at least A- / VII during the life of this agreement.

K. **JEA Obligations:** For purposes of this Task Order, JEA shall be obligated to the following:

- Information provided by JEA:
- JEA's obligations during the Design Phase:
- JEA's obligations during Construction:
- JEA's Representative:
- Evidence of Funding: JEA shall provide reasonable evidence satisfactory to Contractor, prior to commencing the Work and during the progress of the Work, that sufficient funds are available and committed for the entire cost of the Project, including an allowance for changes in the Work as may be approved in the course of the Work.
- Permits: Unless otherwise agreed upon by the Parties, JEA will obtain, arrange and secure at its own expense all permits, licenses, approvals, legal or administrative orders, deposits, land, easements, rights-of-way, and access necessary for Contractor to perform the Work required under this Task Order.

**L. Integration and Order of Precedence:** This Task Order and the above-referenced Master Services Contract constitute the complete understanding of the Parties with respect to the Services and Work specified herein. In the event of a conflict between this Task Order and the Master Services Contract, this Task Order shall govern. Save and except as hereby specifically amended herein, the terms and conditions of the Master Services Contract, as amended, shall remain in full force and effect. Terms and conditions contained in purchase orders, work orders, or other documents issued by JEA with respect to the Services and/or Work shall be of no force and effect.

**M. Flow-Downs and Order of Precedence:** The Master Services Contract is hereby incorporated as part of this Task Order. Contractor assumes toward JEA all the obligations, liabilities, responsibilities, conditions, requirements, all representations and certifications, and duties that Program Manager assumes toward JEA, but only to extent applicable to the services defined in this Task Order. In the event of any inconsistencies, conflicts, or ambiguities between or among other portions of this Task Order and the Master Services Contract, then this Task Order shall govern.

#### **N. Termination for Default**

JEA may give the Contractor written notice to discontinue all or part of the Work under the Contract or a notice to cure a material breach in the event that:

- The Contractor, at any time, violates any of the conditions or provisions of the Contract Documents, or the Contractor fails to perform as specified in the Contract Documents, or the Contractor is not complying with the Contract Documents;
- The Contractor attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality;
- The Contractor assigns or subcontracts the Work without prior written permission;
- Any petition is filed, or any proceeding is commenced by or against the Contractor for relief under any bankruptcy or insolvency laws;
- A receiver is appointed for the Contractor's properties or the Contractor commits any act of insolvency (however evidenced);
- The Contractor makes an assignment for the benefit of creditors;
- The Contractor suspends the operation of a substantial portion of its business;
- The Contractor wrongfully suspends the whole or any part of the Work to the extent that it impacts the Contractor's ability to meet the Work schedule, or the Contractor abandons the whole or any part of the Work;
- The Contractor breaches any of the representations or warranties;

- The Contractor is determined to have misrepresented the utilization of funds or misappropriate property belonging to JEA; or
  - There is an adverse material change in the financial or business condition of the Contractor.
- If within thirty (30) days after service of such notice to discontinue or notice to cure upon the Contractor an arrangement satisfactory to JEA has not been made by the Contractor for continuance of the Work or the material breach has not been remedied, JEA may declare the Contractor to be in default and terminate the Contract.

If Contractor fails to cure the default within 30 calendar days of receiving JEA's notice to cure, JEA will declare the Contractor in default. Once Contractor is declared in default and the Contract has been terminated, JEA shall notify the surety in writing of the termination. The surety shall, at JEA's sole option take one (1) of the following actions:

(1) Within a reasonable time, but in no event later than thirty (30) calendar days, from JEA's written notice of termination for default, arrange for the Contractor with JEA's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay JEA all losses, delay and disruption damages and all other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that JEA sustains because of a default by the Contractor under the Contract; or

(2) (A) Within a reasonable time, but in no event longer than sixty (60) calendar days after JEA's written notice of termination for default, award a contract to a completion contractor and issue notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, award a contract; (B) alternatively, JEA may elect, to have the Surety determine jointly with JEA the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and JEA, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract Price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this Paragraph). The term "balance of the Contract Price," as used in this Bond, shall mean the total amount payable by JEA to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by JEA to Contractor. (C) Either way, the Surety shall pay JEA all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees, including appellate proceedings, that JEA sustains because of a default by Contractor under the Contract; or

(3) Within a reasonable time, but in no event later than thirty (30) days from JEA's notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to JEA and tender payment to JEA of any amount necessary in order for JEA to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract Price, and shall also indemnify and save JEA harmless on account of all claims and damages arising from the Contractor's default under the Contract, and pay JEA for all losses, delay and disruption damages and other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that JEA sustains because of a default of the Contractor under the Contract.

JEA shall have the right to take possession of and use any of the materials, plant, tools, equipment, supplies and property of any kind provided by the Contractor for the purpose of this Work.

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

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

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

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

Immediately upon termination or expiration of this Contract, Contractor must return to JEA all materials, documents and things used by Contractor and belonging to JEA, including proposals, computer files, borrower files, building keys, and any other property or information regarding continued business compliance or goodwill, whether in electronic or hard-copy form. Furthermore, upon JEA's request, Contractor shall certify in writing that all of the foregoing documents or materials, including archival or backup copies, whether in electronic or hard-copy form, have been returned to JEA, deleted from any computer system, or otherwise destroyed.

#### **O. Self Help**

Within thirty (30) business days after being notified by JEA in writing of defective work, unacceptable work or failure to perform any portion of the services required by this Task Order, if the Contractor fails to commence to correct such work or perform such services, JEA may cause the unacceptable or defective work to be corrected or perform the Services. If JEA undertakes to correct the work or perform the services, JEA shall be entitled to set off against and deduct from any monies due, or which may become due to the Contractor, the reasonable cost incurred by JEA. If the corrective work or services cannot reasonably be completed within such thirty (30) business day period, and the Contractor immediately begins corrective work or services, and JEA reasonably determines that the Contractor is diligently pursuing completion of such corrective work or Services, JEA agrees to allow the Contractor to complete correction of the defective or unacceptable work or perform services within a reasonable period of time.

All costs and expenses incurred by JEA pursuant to this Paragraph shall be deducted by JEA from monies due, or which may become due, to the Contractor for performance of the Services and its obligations herein.

The provision of this Paragraph are cumulative to all other provisions of the Task Order and it is not intended that any deductions in payment taken pursuant to this Paragraph shall diminish or waive JEA's right to declare the Contractor in default in accordance with applicable provisions of the Task Order or to exercise any other right or remedy available to JEA.

#### **P. Other:**

##### **1. Invoicing**

The Contractor shall submit all invoices in accordance with the payment in accordance with the payment method stated above. All invoices shall be submitted to the following email address:

ACCTPAYCUSSRV@JEA.com, or if Contractor does not have email capabilities, it can send its hard copy Invoice to the following address:

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

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

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

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

Payments due but unpaid shall bear daily interest at the rate JEA is paying on its construction loan or at the current "prime rate" of Wells Fargo Bank, whichever is higher, plus two points.

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

### **1. JSEB - Invoicing And Payment**

If the Contractor utilizes JSEB certified firms, the Contractor shall invoice for and report the use of JSEB certified firms according to the format and guidelines established by the City of Jacksonville.

### **2. Prompt Payment To Subcontractors And Suppliers**

When Contractor receives payment from JEA for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 10 calendar days after Contractor's receipt of payment from JEA. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to JEA and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to JEA and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from JEA. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

### **3. Payment To JSEBs**

Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEBs as defined therein their pro-rata share of their earned portion of the progress payments made by JEA under the applicable Task Order within 7 business days after Contractor's receipt of payment from JEA (less proper retainage). The pro-rata share shall be based on all Work completed, materials, and equipment furnished, or services performed by the certified JSEB at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to JEA, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEBs from all prior payments that Contractor has received from JEA. Contractor shall not unreasonably withhold payments to certified JSEBs if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEBs, which payment has been made by JEA to Contractor, Contractor shall return said payment to JEA. Contractor shall provide notice to JEA and to the certified JSEB whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to JEA and said subcontractor or supplier within 5 calendar days after Contractor's receipt of payment from JEA. Contractor shall pay all undisputed amounts due within the

time limits imposed by this section. The failure to pay undisputed amounts to the JSEB within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by JEA as liquidated damages. Continued failure to adhere to this clause may be cause for termination.

#### **4. Record Keeping And Finance Controls**

Program Manager acknowledges that this Task Order is to be administered on an “open book” arrangement relative to Costs of the Work. Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles. During the performance of the Work and for a period of 3 years after receipt of Final Payment, JEA and JEA’s accountants shall be afforded access from time to time, upon reasonable notice, to Contractor’s records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Contractor shall preserve for a period of 3 years after receipt of Final Payment.

#### **5. Offsets**

In case the Contractor is in violation of any requirement of the Task Order, JEA may withhold payments that may be due the Contractor, and may offset existing balances with any JEA incurred costs against funds due the Contractor under this and any other Contractor contract with JEA, as a result of the violation, or other damages as allowed by the Task Order and applicable law.

#### **6. Taxes**

JEA is authorized to self-accrue the Florida Sales and Use Tax and is exempt from Manufacturer's Federal Excise Tax when purchasing tangible personal property for its direct consumption.

#### **7. Public Records & Records Retention**

The documents and records associated with this Task Order are subject Florida’s Public Records Laws, Florida Statute Chapter 119, and shall be disclosed and retained in accordance as such.

***IN WITNESS WHEREOF***, the Parties have executed this Task Order effective upon the date of the execution of the last party to execute as indicated below.

JEA CH2M HILL ENGINEERS, INC. (“Contractor”)

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

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Name Printed) (Name Printed)

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

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

JACOBS ENGINEERING GROUP, INC. (“Program Manager”)

By: \_\_\_\_\_  
(Name Printed)

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

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

**Attachment A**  
**Performance and Payment Bonds Cover**  
**Sheet**

**JEA CONTRACT NUMBER** [REDACTED]

**SURETY BOND NUMBER** [REDACTED]  
**PERFORMANCE BOND**

As to the Contractor/Principal:

Name: CH2M HILL Engineers, Inc

Telephone: (904)-636-5432

As to the Surety:

Name:

Principal Business Address:

Telephone: ( )

As to the Owner of the Property/Contracting Public Entity:

Name: JEA, 21 W. Church St., Jacksonville, FL 32202

Telephone: (904) 665-6000

Description of Project including address and description of improvements:

Task Order P7: Construction of Hogan's Creek Chilled Water Extension – Early Work & Remaining Work Packages

**JEA  
PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that **CH2M HILL Engineers, Inc.**, as Principal, (hereinafter called "Contractor"), and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter called "Surety"), are each held and firmly bonded unto JEA, a body politic and corporate, in Duval County, Florida, as Obligee (hereinafter called "JEA"), in the sum of \_\_\_\_\_ **and 00/100 Dollars (\$ \_\_\_\_\_ . )**, lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2022, entered into **"Task Order P7: Construction of Hogan's Creek Chilled Water Extension – Early Work & Remaining Work Packages"** pursuant to **JEA Contract # 182848 and Solicitation # 062-19**; all of said work to be done in the time and manner and in strict accordance with any advertisement for bids for said work and done in strict compliance with the drawings, plans and specifications for said work and requirements of JEA proposal and award therefor and of the contract and all documents included as a part of the contract (hereinafter referred to collectively as the "Contract"), all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall: (1) provide JEA with a certified copy of the recorded bond before commencing the work (or before recommencing the work after a default or abandonment; and (2) promptly and faithfully perform the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond, by reference, in strict compliance with the Contract requirements; and (3) perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and (4) pay JEA all losses, delay and disruption damages and all other damages, expenses, costs, statutory attorney's fees, including appellate proceedings, that JEA sustains because of a default by Contractor under the Contract; then this Bond shall be void; otherwise it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

**PROVIDED**, that the Surety hereby waives notice of any alteration or extension of time made by JEA, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

**PROVIDED further**, that whenever Contractor shall be declared by JEA to be in default under the Contract, JEA having performed JEA's obligations thereunder, the Surety shall, at JEA's sole option, take one (1) of the following actions:

(1) Within a reasonable time, but in no event later than thirty (30) days, from JEA's written notice of termination for default, arrange for Contractor with JEA's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay JEA all losses, delay and disruption damages and all other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that JEA sustains because of a default by the Contractor under the Contract; or

(2)(A) Within a reasonable time, but in no event longer than sixty (60) days after JEA's written notice of termination for default, award a contract to a completion contractor and issue notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, award a contract; (B) alternatively, JEA may elect, to have the Surety determine jointly with JEA the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and JEA, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract Price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this Paragraph). The term "balance of the Contract Price," as used in this Bond, shall mean the total amount payable by JEA to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by JEA to Contractor. (C) Either way, the Surety shall pay JEA all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees, including appellate proceedings, that JEA sustains because of a default by Contractor under the Contract; or

(3) Within a reasonable time, but in no event later than thirty (30) days from JEA's notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to JEA and tender payment to JEA of any amount necessary in order for JEA to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract Price, and shall also indemnify and save JEA harmless on account of all claims and damages arising from the Contractor's default under the Contract, and pay JEA for all losses, delay and disruption damages and other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that JEA sustains because of a default of the Contractor under the Contract.

**PROVIDED further**, the Surety shall indemnify and save JEA harmless from any and all claims and damages, arising from the Contractor's default under the Contract including, but not limited to, contractual damages, expenses, costs, injury, negligent default, or intentional default, patent infringement and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from JEA a certificate of final completion under the Contract.

**PROVIDED further**, that during any interim period after JEA has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to JEA, Surety shall be responsible for securing and protecting the work site including, but not limited to, the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

**PROVIDED further**, no right of action shall accrue on this Bond to or for the use of any person or corporation other than JEA named herein or the heirs, executors, administrators or successors of JEA.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY  
NEXT PAGE IS THE SIGNATURE PAGE**

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 2022.

**ATTEST:**

**a Florida Corporation**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**AS PRINCIPAL**

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_

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

Its: \_\_\_\_\_

**AS SURETY**

Name of Agent: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**Note: Date of Bond Must Not Be Prior to Date of Contract**

**JEA CONTRACT NUMBER 182848**

**SURETY BOND NUMBER**

**PAYMENT BOND  
REQUIRED  
BY SECTION 255.05, FLORIDA STATUTES**

As to the Contractor/Principal:

**Name: CH2M HILL Engineers, Inc**

**Telephone: (904) 636-5432**

As to the Surety:

Name:

Principal Business Address:

Telephone: ( )

As to the Owner of the Property/Contracting Public Entity:

Name: JEA, 21 W. Church St., Jacksonville, FL 32202

Telephone: (904) 665-6000

Description of Project including address and description of improvements:

**Task Order P7: Construction of Hogan's Creek Chilled Water Extension – Early Work & Remaining  
Work Packages**

**JEA**

**PAYMENT BOND REQUIRED BY**

**SECTION 255.05, FLORIDA STATUTES**

**KNOW ALL MEN BY THESE PRESENTS**, that **CH2M HILL Engineers, Inc.**, hereinafter called "Principal", and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to conduct and carry on a general surety business in the State of Florida, hereinafter called "Surety," are each held and firmly bound unto JEA of Jacksonville, a municipal corporation, of Jacksonville, Duval County, Florida, hereinafter called "JEA" or "Owner," in the penal sum of \_\_\_\_\_ and **\_\_\_/100 Dollars (\$\_\_\_\_\_.)** in lawful money of the United States of America, for the payment whereof Principal and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS** the Principal entered into a certain contract with JEA, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2022, titled "Task Order P7: Construction of Hogan's Creek Chilled Water Extension – Early Work & Remaining Work Packages" pursuant to JEA Contract #182848 and Solicitation #062-19, which is, by this reference, made a part hereof, as if fully set out herein, for JEA, in accordance with plans and specifications prepared by JEA.

**NOW, THEREFORE, THE CONDITION OF THIS BOND** is such that if the said Principal:

- (1) Provides to JEA a certified copy of the recorded Bond prior to commencing the work (or before recommencing the work after a default or abandonment) in accordance with Section 255.05(1)(b), Florida Statutes; and
- (2) Promptly makes payments to all claimants, as defined in Sections 255.05(1) and 713.01, Florida Statutes, supplying Principal with labor, materials or supplies that are consumed or used directly or indirectly, by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work, and including any authorized extensions or modifications of such Contract; and
- (3) Defends, indemnifies and saves JEA harmless from claims, demands, liens, or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials or equipment furnished for use in the performance of the Contract, provided JEA has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by JEA to pay the Principal as required by the Contract; and
- (4) Pays JEA all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that JEA sustains because of the Principal's failure to promptly make payments to all claimants as provided above, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, in accordance with the statutes and the laws of the State of Florida and, specifically Section 255.05, Florida Statutes.

**PROVIDED**, no suit or action for labor, materials or supplies shall be instituted hereunder against the Principal or the Surety unless a claimant provides, to each of them, both of the

proper notices, in accordance with the requirements of Section 255.05(2), Florida Statutes. Both notices must be given in order to institute such suit or action.

**PROVIDED further**, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, in accordance with the requirements of Section 255.05(10), Florida Statutes.

**PROVIDED further**, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, unless an extension beyond the one (1) year period is specifically provided pursuant to Section 255.05(10), Florida Statutes.

**PROVIDED further**, that the said Surety, hereby stipulates and agrees that no change, extension of time, alteration or addition of the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

**CH2M HILL Engineers, Inc.,**  
**a Florida Corporation**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**AS PRINCIPAL**

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_

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

Its: \_\_\_\_\_

**AS SURETY**

Name of Agent: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**Note: Date of Bond Must Not Be Prior to Date of Contract**



## Formal Bid and Award System

Award #8 October 13, 2022

**Type of Award Request:** PIGGYBACK**Requestor Name:** Davis, Jr. Paul L. - Mgr Bulk Power Operations**Requestor Phone:** (904) 553-3204**Project Title:** SOCC Furniture replacement project**Project Number:** 789-151**Project Location:** JEA**Funds:** Capital**Budget Estimate:** \$322,000.00**Scope of Work:**

SOCC operator consoles support displays and provide operator stations for JEA SOCC operators. The furniture consoles are at the end of useful life and require replacement. This project is for the removal, area preparation and replacement of the three (3) SOCC operator consoles.

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

DMS State of Florida Contract 56120000-19-ACS

**Purchasing Agent:**

LOVGREN, RODNEY D.

**Is this a Ratification?:**

NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
EVANS CONSOLES INCORPORATED	Kent Brewer	kbrewer@evansonline.com	1577 Spring Hill Road Suite 110, Vienna, VA 22182	(404) 435 - 0155	\$320,535.83

**Amount for entire term of Contract/PO:** \$320,535.83**Award Amount for remainder of this FY:** \$320,535.83**Length of Contract/PO Term:** Project Completion**Begin Date (mm/dd/yyyy):** 10/15/2022**End Date (mm/dd/yyyy):** Project Completion (03/31/2023)**JSEB Requirement:** N/A - Optional**BIDDERS:**

Name	Amount
EVANS CONSOLES INCORPORATED	\$320,535.83

**Background/Recommendations:**

Awarded June 15, 2022 by the State of New York a contract was executed that became effective on December 2, 2022, which will expire December 1, 2023. The State of Florida, Department of Management Services through a participation addenda, executed Alternate Contract Source (ACS) 56120000-19-ACS effective 07/02/2022. Evans Consoles Incorporated is an approved provider on the participation addenda.

JEA evaluated two other companies and received quotes from Evosite for \$349,711.97 and Tresco for \$397,007.63, Evans pricing is the most economical and deemed reasonable.

Request approval to award a contract to Evans Consoles Incorporated for SOCC Furniture Console and ancillary services in the amount of \$320,535.83, subject to the availability of lawfully appropriated funds.

**Director:** Skinner, Todd A. - Director Substation Protection & Controls  
**Sr. Director:** Baker, W. Garry – Sr. Dir. Energy Operations  
**VP:** Erixton, Ricky D. - VP Electric Systems

**APPROVALS:**

Stephen Datz 10/13/2022

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

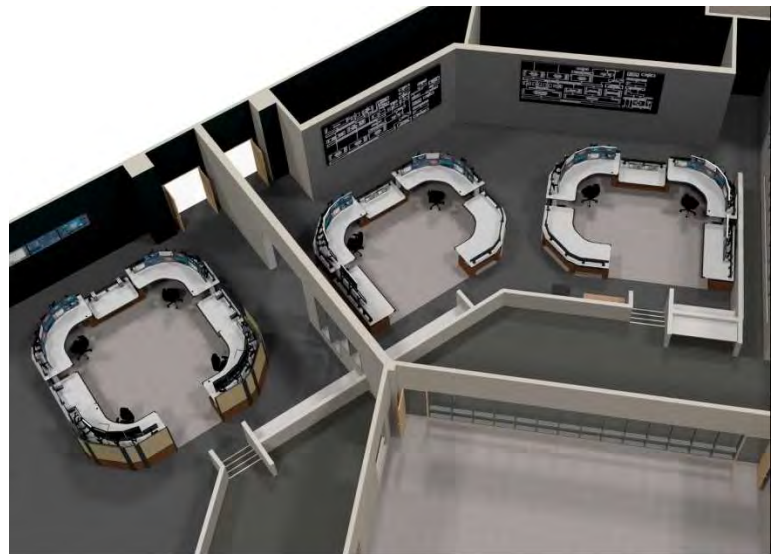
Stephanie M Nealy 10/13/2022

**Budget Representative** **Date**

# PROPOSAL

## JEA Bulk Power Operations Control Room Renovation Pricing – Consoles and Freight

August 29, 2022



Preliminary Sketch Only

**Submitted  
By:**



Kent Brewer  
Regional Sales Manager  
Evans Consoles Incorporated  
1577 Spring Hill Road, Suite 450, Vienna, VA 22182  
Cell: (404) 435-0155  
Email: [kbrewer@evansonline.com](mailto:kbrewer@evansonline.com)  
Web: [www.evansonline.com](http://www.evansonline.com)

**Submitted  
To:**



Paul Davis  
Manager, JEA Bulk Power Operations  
Direct: (904) 665-7143  
Mobile: (904) 553-3204  
Fax: (904) 665-8719



## PRICE QUOTE

### Evans Consoles Control Room Renovation Pricing – Consoles and Freight

Pricing per current design 20-0614-301 Rev. B

Pricing based on Evans State of Florida Contract level pricing. Florida State Contract No. 56120000-19-ACS.  
Effective until December 1, 2023 (see separated BOM for more details)

OPERATOR CONSOLES SYSTEMS	Qty	Unit Price	Total
Operator Consoles			
<b>PSO Console</b>	1	\$72,969.25	\$72,969.25
<b>AGC Console</b>	1	\$76,646.04	\$76,646.04
<b>Emergency Dispatcher Console</b>	1	\$112,856.37	\$112,856.37
Sit-Stand Response Operator Console Workstations			
Includes Updated Response Next Gen Product Platform			
Integrated Wire Management and Enclosed Processor Cabinet			
Personal LED Task lighting			
Acoustic Wall Privacy Panels (ED Operator)			
Power Systems			
Freight and Inside Delivery	1	\$22,445.56	\$22,445.56
<b>Total Operator Consoles (USD, All Sales Taxes Excluded)</b>			<b>\$284,917.22</b>

#### PAYMENT TERMS

0/100	<b>Payment Terms per Florida State Contract :</b>
	<b>Florida State Contract No. 56120000-19-ACS; Effective until December 1, 2023</b>
	Total FOB Origin, Freight Allowed, <b>Jacksonville Fla.</b> in USD, All Sales Taxes Excl. <b>\$284,917.22</b>
	INCO Terms 2019 FOB - Free on Board, Origin, Freight Allowed

	EVANS requires the following items prior to providing a firm schedule: <ul style="list-style-type: none"><li>• PURCHASE ORDER• SIGNED DRAWINGS</li><li>• ACCEPTED TERMS &amp; CONDITIONS</li><li>• APPROVED FINISHES</li><li>• LOGISTICS INFORMATION SHEET</li></ul>
	EVANS Standard Payment Terms for Invoicing (Taxes Excluded Unless Otherwise Noted):
	• 0% Progress Payment Due WITH Purchase Order • <b>100% Net 30 Upon Console Shipment</b>
	Total Price \$284,917.22

# TERMS & CONDITIONS

## Evans Consoles Standard Terms and Conditions

The following standard terms and conditions apply to the attached quotation (the "Quotation"), unless expressly stated otherwise in the Quotation provided by Evans Consoles Corporation and/ or Evans Consoles Incorporated (collectively, "Evans") to the purchaser (the "Buyer") of the products and/or services (the "Work").

### 1. Quotation

- 1.1. Unless otherwise stated, the Quotation prices are valid for ninety (90) days and freight and installation prices are valid for thirty (30) days from the date of the Quotation.
- 1.2. The prices in the Quotation are valid for Work shipped or completed within twelve (12) months from the date of the confirmed order (the "Purchase Order"). Evans reserves the right to revise or adjust pricing, in their sole discretion, on orders not shipped or completed within the twelve (12) month period. Requests to defer the installation service beyond six (6) months from product shipment are subject to a revised installation Quotation.

### 2. Price and Payment

#### 2.1.1. Terms per **Florida State Contract No. 425-001-12-1**

- 2.2. For Purchase Orders which require the Work to be shipped and or installed outside of Canada or the United States, credit approval from a third party agency previously approved by Evans must be obtained and provided in a form satisfactory to Evans in their sole discretion. Payment must be provided through an irrevocable letter of credit (the "ILC"). The terms of the ILC shall be:
  - 2.2.1. The ILC shall be in the English language and all supporting or related documents requiring execution shall also be in English;
  - 2.2.2. The ILC shall be drawn on the Bank of Montreal or an affiliated bank in the currency stated in the Quotation;
  - 2.2.3. The expiry of the ILC must extend at least six (6) months past the installation or shipping date set out in the Quotation, whichever is later; and
  - 2.2.4. All documents requiring execution relating to the ILC must be within the control of Evans or produced by Evans, such as the bill of lading, commercial invoice, certificate of origin, statement of compliance to product specification.
- 2.3. The Quotation price includes all transportation, carriage and insurance from Evans' manufacturing facility to the designated place for delivery specified in the Quotation.
- 2.4. Any specific or extra shipping or insurance requirements of the Buyer must be disclosed prior to the issuance of the Purchase Order, and may result in an amendment to the Quotation to consider any additional costs incurred.
- 2.5. Unless stated otherwise, sales taxes are not included in the Quotation price. For shipments within the United States or Canada Evans is required by law to collect the appropriate provincial, state and municipal State sales and use taxes at the time of invoice, for the products supplied. Evans will require a certificate of tax exemption prior to the time of invoicing if applicable to this procurement. For shipments outside of the United States or Canada, payment of importation fees and customs clearance, duties, sales taxes or any other taxes at the shipping destination are the sole responsibility of the Buyer.

### 3. Scheduling

- 3.1. Evans will not begin the procurement of materials for the Work, or fabrication until the Buyer has paid the payment set out in 2.1.1., and provided acceptance of the signed off drawings, in writing, authorizing Evans to proceed with fabrication of the Work. This milestone is referred to as the "Sign Off".
- 3.2. Evans will establish a formal project schedule, based on dates mutually agreeable to the Buyer and Evans, to ensure a timely delivery the Work after receipt of the Purchase Order and Sign Off. The project size, scope and shipping destination will affect the project schedule.

#### **4. Packing**

- 4.1. For shipments to the United States or Canada, the Quotation includes packaging suitable for dedicated air-ride moving van shipment. Components such as panels, work surfaces and baseboards may be packaged separately. The console framework will be segmented into convenient lengths for handling.
- 4.2. At the Buyer's request, Evans can supply rugged crating for general freight, ocean freight, air freight or less than truckload (LTL) shipment at an additional charge. All projects requiring crating will be quoted and furnished with Evans standard frame crates (plywood on bottom only) unless noted otherwise. If alternate crating requirements are requested after the Purchase Order has been issued, Evans will provide a revised Quotation or change order for any additional services.

#### **5. Shipment and Storage**

- 5.1. The shipping price is valid only for the shipment of the Work described in the Quotation, based upon single shipping activity unless noted otherwise. If the Buyer requests additional shipments, expedited shipments or off-site storage of the products, Evans will provide a revised Quotation or change order for the additional services.
- 5.2. Evans follows the international trade terms under INCOTERMS 2010.
- 5.3. When Evans is responsible for shipping the Work, unless otherwise stated, the shipping terms shall be CIP (carriage, insurance paid to) named destination point. Title and risk shall pass to the Buyer when the Work delivered to the carrier by.
- 5.4. If damage occurs during shipment, these damages must be identified and Evans notified within forty-eight (48) hours of delivery. In the case of an ocean shipment, the damaged goods must be set aside for a formal marine survey and it must be noted whether or not the container's seal was intact upon arrival at the destination. The surveyor shall determine where the damages occurred and assign liability to the appropriate party. The carrier has the right to take physical possession of the Work against which damages are being claimed. If the carrier is assessed a financial sum for the damaged product, they have the right to sell the damaged Work for salvage.
- 5.5. For deliveries within the United States or Canada a single offloading activity is included in the Quotation. The Quotation is based upon clean and clear access from the point of unloading to the room of rest. For international deliveries, container unloading is not included in the Quotation.
- 5.6. If the Buyer is responsible for shipping the Work, the shipping term will be ex works (named place of delivery) as defined in Incoterms 2010. Evans will place the Work on Evans' loading dock, suitably packaged for export shipment. The Buyer shall communicate to Evans the method of transport to ensure the packaging is appropriate, subject to the shipping provisions contained herein. Title passes to the Buyer when the Work is removed from Evans' dock and the Buyer or their representative carrier, signs the bill of lading. The Buyer is responsible for damages during loading, transport or off-loading.
- 5.7. The Work is designed for indoor control room environments with temperature and humidity control. Evans requires, in circumstances where any Work is to be stored by Buyer, that Work, including the Work contained in crates or shipping materials, be housed in indoor warehouse conditions maintaining a constant temperature range between fifteen to twenty-five (15 to 25) degrees Celsius or sixty to seventy (60-75) degrees Fahrenheit and between forty-five to fifty-five percent (45 to 55%) humidity range. Adequate temperature control and ventilation must be provided during storage and handling to protect the Work from extreme climate fluctuations. Evans will not replace under warranty, nor will it be deemed a breach of any representation or warranty regarding the quality of the Work, any Work damaged by improper or negligent storage conditions, or conditions which do not meet the standards outlined herein at the sole discretion of Evans.

#### **6. Changes**

- 6.1. The parties may, by written or electronic notification, request changes to the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Work, reschedule the installation, or require additional or diminished Work (the "Changes").
- 6.2. All Changes requested must be agreed to in writing by both parties, otherwise they are unenforceable. Only an authorized representative of Evans may issue Changes to the Purchase Order. If any Change causes an increase or decrease in the price of, or the time required for, performing the Purchase Order, an equitable adjustment will be made in the Purchase Order price, delivery dates or both, and Evans will provide a revised Quotation or change order for the adjustment.

#### **7. Buyer Acceptance**

- 7.1. Upon completion of the installation, the Buyer shall arrange for a representative to receive a product demonstration and training on the operation and maintenance of the installed Work.
- 7.2. Upon completion of the installation of the Work, a report will produced by the Installer and will be executed by the Buyer's representative signifying acceptance of the installed Work subject to the resolution of any damaged or deficient items. If the installation is not substantially completed, the final acceptance will be delayed until the resolution of all identified deficient or damaged items is complete. Signed acceptance including a punch list of any noted deficiencies and/or damages must be reported back to Evans corporate office with 48 hours of installation completion. All Installers must provide a signed acceptance from the Buyer to Evans.

#### **8. Evans Warranty**

- 8.1. Unless otherwise stated in the Quotation, Evans warrants that all the Work will be free from defects in materials and workmanship from the date of purchase. Terms of the warranty are as follows:
  - 8.1.1. LIFETIME WARRANTY on all fixed structural frame components;
  - 8.1.2. LIFETIME WARRANTY on all static exterior panels and work surface components parts; with 5 years for labor;
  - 8.1.3. LIFETIME WARRANTY on all adjustable, sliding or hinged mechanisms or parts; with 5 years for labor;
  - 8.1.4. OEM (original equipment manufacturer) warranty on all buyouts, and 5 years on all Evans branded E-accessory products (unless specifically defined by product line);
  - 8.1.5. 5 YEAR WARRANTY on electrical actuated lift columns;
  - 8.1.6. 3 YEAR PRODUCT WARRANTY on Evans' PowerLinc™ system; and,
  - 8.1.7. 3 YEAR PRODUCT WARRANTY on Evans' PowerLinc™ system.
- 8.2. The warranty period will begin on the date the Work receives final acceptance from the Buyer at the Site. Notification of any defect or failure must be delivered in writing to Evans within the applicable warranty period. In the event that a written notice of a warranty claim is not delivered to Evans prior to the expiration of the relevant warranty period, Evans shall not be obligated to provide any warranty to the Work.
- 8.3. At Evans option, products will be repaired at the Site or, if deemed necessary, will be returned to Evans, with Evans being responsible for shipping and handling charges and insuring the shipment. Evans will return the repaired or replacement products to the Buyer via prepaid freight. If Evans does not accept a notice of defect or failure based on their sole discretion that the defect or failure was caused by causes or situations outlined in section 9.5 below, the decision is binding and final upon the Buyer.
- 8.4. The warranty periods shall not be extended or modified due to any warranty claims, repairs or replacements made under this section 9.
- 8.5. This warranty does not cover damage due to external causes, including accident, abuse, problems with electrical power, improper application and misuse, installation by parties other than Installers, alterations, improper storage, servicing unauthorized by Evans, neglect, problems caused by the use of parts and components not supplied by Evans, or the effects of normal wear and tear.
- 8.6. The warranty on Evans Urethane Ergonomic Waterfall Nosing is void and unenforceable if any ammonia based cleaners are used on the Work.
- 8.7. This warranty does not cover any consumable items such as, but not limited to, light bulbs, filters, and any third party software.
- 8.8. Rights and benefits of this section 9 are given solely to the original Buyer of the Work and may not be transferred or assigned to a third party without the prior written consent of Evans.

## 9. Confidentiality

- 9.1. The Buyer agrees to maintain confidentiality with regard to secret, confidential, and proprietary information, as well as all trade secrets and intellectual property disclosed or developed by Evans in connection with the Work or the Purchase Order, and shall require the similar undertaking from any employees, subcontractors, representatives or agents. Any drawings, plans and data, furnished by Evans to the Buyer and all related technical and commercial information that the Buyer may receive in the course of the Purchase Order and the Work, shall be confidential and shall not be used for any purpose other than performing this contract. Such confidential information shall not be reproduced or copied by the Buyer without Evans written consent and shall remain the sole property of Evans, even upon completion of the Work and Purchase Order.

## 10. Jurisdiction

- 10.1. All Purchase Orders entered by a Buyer residing primarily, or having head offices, in the United States, regardless of its place of negotiation, execution, or performance, shall be governed by and subject to the laws of the Commonwealth of Virginia and exclusive jurisdiction of the state courts of Fairfax County, Virginia and the United States District Court for the Eastern District of Virginia, Alexandria Division, as appropriate, shall have exclusive jurisdiction regarding any related disputes.
- 10.2. All Purchase Orders entered by a Buyer residing primarily, or having head offices, in Canada or any other country internationally, regardless of its place of negotiation, execution, or performance, shall be governed by and subject to the laws of the Province of Alberta and of Canada applicable therein, and exclusive jurisdiction of the courts of Calgary, Alberta, as appropriate, shall have exclusive jurisdiction regarding any related disputes.

## 11. Limitation of Liability

- 11.1. The parties agree to indemnify and hold harmless the other party from any and all claims for damage, loss, injury or expense, including reasonable attorney fees, to any property or persons, arising out of, or in any way incidental to the negligent performance of their respective obligations under the Purchase Order or by anyone for whom they are in law responsible.
- 11.2. Evans does not provide professional architectural, electrical engineering, mechanical engineering or structural engineering services. Evans shall be held harmless for such work based on design recommendations provided by the Buyer or Buyer's representatives during the course of the Purchase Order.
- 11.3. EVANS IS NOT LIABLE FOR ANY LIQUIDATED, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, OR LOSS OF USE OF ANY PROPERTY OR CAPITAL) EVEN IF ADVISED, OR OTHERWISE AWARE, OF THE POSSIBILITY OF ANY SUCH DAMAGES. THE EXCLUSION OF SUCH DAMAGES IS INDEPENDENT OF, AND WILL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THESE TERMS AND CONDITIONS. IN NO EVENT SHALL EVANS' LIABILITY EXCEED THE VALUE OF THE PURCHASE ORDER.

## 12. Force Majeure

- 12.1. If, by reason of a force majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under the Purchase Order, then such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable period of time. Upon such notice, the obligations of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the event then claimed, and such party shall endeavor to remove or overcome such inability with all reasonable diligence. The term force majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, insurrection, riots, epidemics, landslides, lightning storms, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, or any other causes not reasonable within the control of the party claiming the force majeure.
- 12.2. Each party shall take all commercially reasonable steps to mitigate any loss or damages as a result of the force majeure.
- 12.3. The Buyer shall pay for the portion of the Work completed and/ or delivered up until the point of delay by force majeure.

## 13. Termination

- 13.1. If the Buyer is in material breach of the Purchase Order and fails to remedy the breach within 10 days of written notice of the breach, Evans may terminate this Purchase Order at their sole discretion. If the material breach continues, Evans may terminate this Purchase Order and Buyer will be responsible for any costs incurred by Evans in their performance under the Purchase Order to the date of termination.
- 13.2. The solvent party may terminate this Purchase Order upon written notice if the other party commits an act of insolvency or the Buyer is unable to produce satisfactory evidence of solvency at the request of Evans.

#### 14. Waiver

- 14.1. The failure of either party to enforce at any time any of the provisions of the Purchase Order will not be construed to be a continuing waiver of those provisions, nor will any such failure prejudice the right of the party to take any action in the future to enforce any provision.

#### 15. Survival & Severability

- 15.1. All provisions of these terms and conditions which by their nature should apply beyond its term will remain in force after any termination or expiration of the Purchase Order, including but not limited to sections 9, 10, 11, 12, 15 and 17.
- 15.2. If any provision of these terms and conditions are held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, that provision will be severed from these terms and conditions and the Purchase Order and the remaining provisions will remain in full force and effect.

#### 16. TAXES AND DUTIES – ONLY APPLICABLE FOR U.S. ORDERS

- 16.1. Evans is required by US Federal law to provide a federal tax identification number on all shipments delivered within the United States of America. This information must be included in the Purchase Order prior to shipment of any Work.
- 16.2. Notwithstanding anything to the contrary contained in the Quotation, the Buyer and Evans acknowledge and agree that as of the date of the Quotation that no duties, levies, import charges or assessments are levied or assessed by the Government of the United States of America on the importation of the goods and services described in the Quotation into the United States of America and accordingly, the price does not include any duties, levies, import charges or assessments levied or imposed by the Government of the United States of America upon the importation of the goods or services described in the Quotation. Any such duties, levies, import charges or assessments as are levied or imposed at any time hereafter by the Government of the United States of America upon the importation into the United States of America of the Work shall be paid by in whole by the Buyer. If such duties, levies, import charges or assessments are paid by Evans, they shall be reimbursed by the Buyer to Evans upon invoice thereof. The price set forth in the Quotation for the Work includes all transportation, carriage and insurance from Evans' manufacturing facility in Calgary, Alberta, Canada to the designated place or places for delivery specified in the Quotation.

These terms and conditions executed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**EVANS CONSOLES INCORPORATED**

**[NTD: BUYER]**

Per:

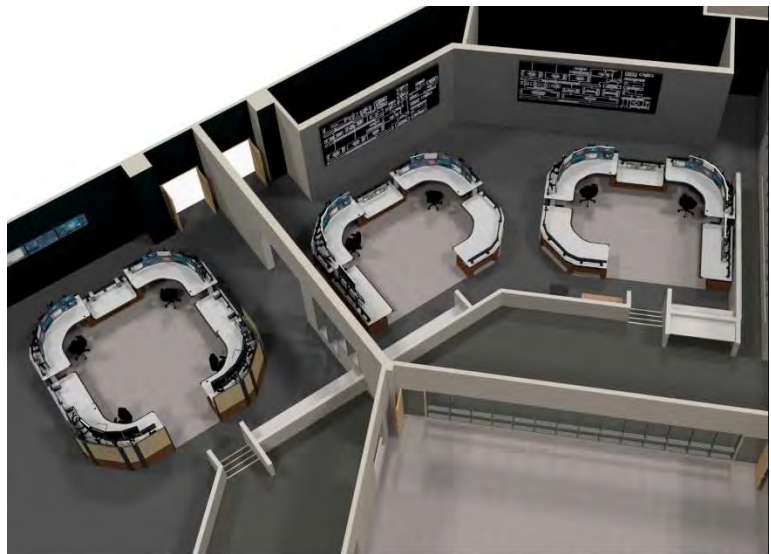
Per:

Per:

Per:

# PROPOSAL

## JEA Bulk Power Operations Control Room Renovation – Console and Flooring Installation August 29, 2022



Preliminary Sketch Only

**Submitted  
By:**



Kent Brewer  
Regional Sales Manager  
Evans Consoles Incorporated  
1577 Spring Hill Road, Suite 450, Vienna, VA 22182  
Cell: (404) 435-0155  
Email: [kbrewer@evansonline.com](mailto:kbrewer@evansonline.com)  
Web: [www.evansonline.com](http://www.evansonline.com)

**Submitted  
To:**



Paul Davis  
Manager, JEA Bulk Power Operations  
Direct: (904) 665-7143  
Mobile: (904) 553-3204  
Fax: (904) 665-8719



# PRICE QUOTE

## Evans Consoles Control Room Renovation – Console and Flooring Installation

Pricing per current design 20-0614-301 Rev. B

Pricing based on Evans State of Florida Contract level pricing. Florida State Contract No. 56120000-19-ACS.  
Effective until December 1, 2023 (see separated BOM for more details)

OPERATOR CONSOLES SYSTEMS	Qty	Unit Price	Total
Evans Console Installation	1	\$28,868.61	\$28,868.61
<b>Total Console Installation</b>			<b>\$\$28,868.61</b>
RECONFIGURATION SUPPORT COMPONENTS	Qty	Unit Price	Total
The below support components are part of a packaged solution that works together with the operator consoles. All of the material in this package is necessary to support the minimal critical function and mission of the JEA operator console environment.			
<b>Specialized Operator Zone Flooring Installation</b>			
Install approx.1500 sq. ft. of Tajima lay flat 20" x 20" tiles for 3 new consoles. Remove and replace existing new carpet tile where needed to cut and fit in new vinyl floor pattern. Carpet tile replacement material furnished by owner. (Install Only)	1	\$24,761.80	\$24,761.80
Project Management	1	\$6,750.00	\$6,750.00
<b>Console and Flooring Installation Total (USD, All Sales Taxes Excluded)</b>			<b>\$60,380.41</b>

PAYMENT TERMS	
0/100	<b>Payment Terms per Florida State Contract :</b>
	<b>Florida State Contract No. 56120000-19-ACS; Effective until December 1, 2023</b>
	Total FOB Origin, Freight Allowed, <b>Jacksonville Fla.</b> in USD, All Sales Taxes Excl <b>\$60,380.41</b>
	INCO Terms 2019 FOB - Free on Board, Origin, Freight Allowed

	<p>EVANS requires the following items prior to providing a firm schedule:</p> <ul style="list-style-type: none"> <li>• PURCHASE ORDER• SIGNED DRAWINGS</li> <li>• ACCEPTED TERMS &amp; CONDITIONS</li> <li>• APPROVED FINISHES</li> <li>• LOGISTICS INFORMATION SHEET</li> </ul>
	<p>EVANS Standard Payment Terms for Invoicing (Taxes Excluded Unless Otherwise Noted):</p>
	<p>• 0% Progress Payment Due WITH Purchase Order      • <b>100% Net 30 Upon Console Shipment</b></p>
	<p>Total Price <b>\$60,380.4185</b></p>
	<p>*Pricing escalation amount is only and estimate. Pricing will be updated 3 months prior to procurement to determine any increases, if any</p>

# TERMS & CONDITIONS

## Evans Consoles Standard Terms and Conditions

The following standard terms and conditions apply to the attached quotation (the "Quotation"), unless expressly stated otherwise in the Quotation provided by Evans Consoles Corporation and/ or Evans Consoles Incorporated (collectively, "Evans") to the purchaser (the "Buyer") of the products and/or services (the "Work").

### 1. Quotation

- 1.1. Unless otherwise stated, the Quotation prices are valid for ninety (90) days and freight and installation prices are valid for thirty (30) days from the date of the Quotation.
- 1.2. The prices in the Quotation are valid for Work shipped or completed within twelve (12) months from the date of the confirmed order (the "Purchase Order"). Evans reserves the right to revise or adjust pricing, in their sole discretion, on orders not shipped or completed within the twelve (12) month period. Requests to defer the installation service beyond six (6) months from product shipment are subject to a revised installation Quotation.

### 2. Price and Payment

#### 2.1.1. Terms per **Florida State Contract No. 425-001-12-1**

- 2.2. For Purchase Orders which require the Work to be shipped and or installed outside of Canada or the United States, credit approval from a third party agency previously approved by Evans must be obtained and provided in a form satisfactory to Evans in their sole discretion. Payment must be provided through an irrevocable letter of credit (the "ILC"). The terms of the ILC shall be:
  - 2.2.1. The ILC shall be in the English language and all supporting or related documents requiring execution shall also be in English;
  - 2.2.2. The ILC shall be drawn on the Bank of Montreal or an affiliated bank in the currency stated in the Quotation;
  - 2.2.3. The expiry of the ILC must extend at least six (6) months past the installation or shipping date set out in the Quotation, whichever is later; and
  - 2.2.4. All documents requiring execution relating to the ILC must be within the control of Evans or produced by Evans, such as the bill of lading, commercial invoice, certificate of origin, statement of compliance to product specification.
- 2.3. The Quotation price includes all transportation, carriage and insurance from Evans' manufacturing facility to the designated place for delivery specified in the Quotation.
- 2.4. Any specific or extra shipping or insurance requirements of the Buyer must be disclosed prior to the issuance of the Purchase Order, and may result in an amendment to the Quotation to consider any additional costs incurred.
- 2.5. Unless stated otherwise, sales taxes are not included in the Quotation price. For shipments within the United States or Canada Evans is required by law to collect the appropriate provincial, state and municipal State sales and use taxes at the time of invoice, for the products supplied. Evans will require a certificate of tax exemption prior to the time of invoicing if applicable to this procurement. For shipments outside of the United States or Canada, payment of importation fees and customs clearance, duties, sales taxes or any other taxes at the shipping destination are the sole responsibility of the Buyer.

### 3. Scheduling

- 3.1. Evans will not begin the procurement of materials for the Work, or fabrication until the Buyer has paid the payment set out in 2.1.1., and provided acceptance of the signed off drawings, in writing, authorizing Evans to proceed with fabrication of the Work. This milestone is referred to as the "Sign Off".
- 3.2. Evans will establish a formal project schedule, based on dates mutually agreeable to the Buyer and Evans, to ensure a timely delivery the Work after receipt of the Purchase Order and Sign Off. The project size, scope and shipping destination will affect the project schedule.

#### **4. Packing**

- 4.1. For shipments to the United States or Canada, the Quotation includes packaging suitable for dedicated air-ride moving van shipment. Components such as panels, work surfaces and baseboards may be packaged separately. The console framework will be segmented into convenient lengths for handling.
- 4.2. At the Buyer's request, Evans can supply rugged crating for general freight, ocean freight, air freight or less than truckload (LTL) shipment at an additional charge. All projects requiring crating will be quoted and furnished with Evans standard frame crates (plywood on bottom only) unless noted otherwise. If alternate crating requirements are requested after the Purchase Order has been issued, Evans will provide a revised Quotation or change order for any additional services.

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- 5.2. Evans follows the international trade terms under INCOTERMS 2010.
- 5.3. When Evans is responsible for shipping the Work, unless otherwise stated, the shipping terms shall be CIP (carriage, insurance paid to) named destination point. Title and risk shall pass to the Buyer when the Work delivered to the carrier by.
- 5.4. If damage occurs during shipment, these damages must be identified and Evans notified within forty-eight (48) hours of delivery. In the case of an ocean shipment, the damaged goods must be set aside for a formal marine survey and it must be noted whether or not the container's seal was intact upon arrival at the destination. The surveyor shall determine where the damages occurred and assign liability to the appropriate party. The carrier has the right to take physical possession of the Work against which damages are being claimed. If the carrier is assessed a financial sum for the damaged product, they have the right to sell the damaged Work for salvage.
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- 5.7. The Work is designed for indoor control room environments with temperature and humidity control. Evans requires, in circumstances where any Work is to be stored by Buyer, that Work, including the Work contained in crates or shipping materials, be housed in indoor warehouse conditions maintaining a constant temperature range between fifteen to twenty-five (15 to 25) degrees Celsius or sixty to seventy (60-75) degrees Fahrenheit and between forty-five to fifty-five percent (45 to 55%) humidity range. Adequate temperature control and ventilation must be provided during storage and handling to protect the Work from extreme climate fluctuations. Evans will not replace under warranty, nor will it be deemed a breach of any representation or warranty regarding the quality of the Work, any Work damaged by improper or negligent storage conditions, or conditions which do not meet the standards outlined herein at the sole discretion of Evans.

#### **6. Changes**

- 6.1. The parties may, by written or electronic notification, request changes to the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Work, reschedule the installation, or require additional or diminished Work (the "Changes").
- 6.2. All Changes requested must be agreed to in writing by both parties, otherwise they are unenforceable. Only an authorized representative of Evans may issue Changes to the Purchase Order. If any Change causes an increase or decrease in the price of, or the time required for, performing the Purchase Order, an equitable adjustment will be made in the Purchase Order price, delivery dates or both, and Evans will provide a revised Quotation or change order for the adjustment.

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- 7.1. Upon completion of the installation, the Buyer shall arrange for a representative to receive a product demonstration and training on the operation and maintenance of the installed Work.
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  - 8.1.4. OEM (original equipment manufacturer) warranty on all buyouts, and 5 years on all Evans branded E-accessory products (unless specifically defined by product line);
  - 8.1.5. 5 YEAR WARRANTY on electrical actuated lift columns;
  - 8.1.6. 3 YEAR PRODUCT WARRANTY on Evans' PowerLinc™ system; and,
  - 8.1.7. 3 YEAR PRODUCT WARRANTY on Evans' PowerLinc™ system.
- 8.2. The warranty period will begin on the date the Work receives final acceptance from the Buyer at the Site. Notification of any defect or failure must be delivered in writing to Evans within the applicable warranty period. In the event that a written notice of a warranty claim is not delivered to Evans prior to the expiration of the relevant warranty period, Evans shall not be obligated to provide any warranty to the Work.
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- 8.4. The warranty periods shall not be extended or modified due to any warranty claims, repairs or replacements made under this section 9.
- 8.5. This warranty does not cover damage due to external causes, including accident, abuse, problems with electrical power, improper application and misuse, installation by parties other than Installers, alterations, improper storage, servicing unauthorized by Evans, neglect, problems caused by the use of parts and components not supplied by Evans, or the effects of normal wear and tear.
- 8.6. The warranty on Evans Urethane Ergonomic Waterfall Nosing is void and unenforceable if any ammonia based cleaners are used on the Work.
- 8.7. This warranty does not cover any consumable items such as, but not limited to, light bulbs, filters, and any third party software.
- 8.8. Rights and benefits of this section 9 are given solely to the original Buyer of the Work and may not be transferred or assigned to a third party without the prior written consent of Evans.

## 9. Confidentiality

- 9.1. The Buyer agrees to maintain confidentiality with regard to secret, confidential, and proprietary information, as well as all trade secrets and intellectual property disclosed or developed by Evans in connection with the Work or the Purchase Order, and shall require the similar undertaking from any employees, subcontractors, representatives or agents. Any drawings, plans and data, furnished by Evans to the Buyer and all related technical and commercial information that the Buyer may receive in the course of the Purchase Order and the Work, shall be confidential and shall not be used for any purpose other than performing this contract. Such confidential information shall not be reproduced or copied by the Buyer without Evans written consent and shall remain the sole property of Evans, even upon completion of the Work and Purchase Order.

## 10. Jurisdiction

- 10.1. All Purchase Orders entered by a Buyer residing primarily, or having head offices, in the United States, regardless of its place of negotiation, execution, or performance, shall be governed by and subject to the laws of the Commonwealth of Virginia and exclusive jurisdiction of the state courts of Fairfax County, Virginia and the United States District Court for the Eastern District of Virginia, Alexandria Division, as appropriate, shall have exclusive jurisdiction regarding any related disputes.
- 10.2. All Purchase Orders entered by a Buyer residing primarily, or having head offices, in Canada or any other country internationally, regardless of its place of negotiation, execution, or performance, shall be governed by and subject to the laws of the Province of Alberta and of Canada applicable therein, and exclusive jurisdiction of the courts of Calgary, Alberta, as appropriate, shall have exclusive jurisdiction regarding any related disputes.

## 11. Limitation of Liability

- 11.1. The parties agree to indemnify and hold harmless the other party from any and all claims for damage, loss, injury or expense, including reasonable attorney fees, to any property or persons, arising out of, or in any way incidental to the negligent performance of their respective obligations under the Purchase Order or by anyone for whom they are in law responsible.
- 11.2. Evans does not provide professional architectural, electrical engineering, mechanical engineering or structural engineering services. Evans shall be held harmless for such work based on design recommendations provided by the Buyer or Buyer's representatives during the course of the Purchase Order.
- 11.3. EVANS IS NOT LIABLE FOR ANY LIQUIDATED, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, OR LOSS OF USE OF ANY PROPERTY OR CAPITAL) EVEN IF ADVISED, OR OTHERWISE AWARE, OF THE POSSIBILITY OF ANY SUCH DAMAGES. THE EXCLUSION OF SUCH DAMAGES IS INDEPENDENT OF, AND WILL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THESE TERMS AND CONDITIONS. IN NO EVENT SHALL EVANS' LIABILITY EXCEED THE VALUE OF THE PURCHASE ORDER.

## 12. Force Majeure

- 12.1. If, by reason of a force majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under the Purchase Order, then such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable period of time. Upon such notice, the obligations of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the event then claimed, and such party shall endeavor to remove or overcome such inability with all reasonable diligence. The term force majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, insurrection, riots, epidemics, landslides, lightning storms, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, or any other causes not reasonable within the control of the party claiming the force majeure.
- 12.2. Each party shall take all commercially reasonable steps to mitigate any loss or damages as a result of the force majeure.
- 12.3. The Buyer shall pay for the portion of the Work completed and/ or delivered up until the point of delay by force majeure.

## 13. Termination

- 13.1. If the Buyer is in material breach of the Purchase Order and fails to remedy the breach within 10 days of written notice of the breach, Evans may terminate this Purchase Order at their sole discretion. If the material breach continues, Evans may terminate this Purchase Order and Buyer will be responsible for any costs incurred by Evans in their performance under the Purchase Order to the date of termination.
- 13.2. The solvent party may terminate this Purchase Order upon written notice if the other party commits an act of insolvency or the Buyer is unable to produce satisfactory evidence of solvency at the request of Evans.

**14. Waiver**

- 14.1. The failure of either party to enforce at any time any of the provisions of the Purchase Order will not be construed to be a continuing waiver of those provisions, nor will any such failure prejudice the right of the party to take any action in the future to enforce any provision.

**15. Survival & Severability**

- 15.1. All provisions of these terms and conditions which by their nature should apply beyond its term will remain in force after any termination or expiration of the Purchase Order, including but not limited to sections 9, 10, 11, 12, 15 and 17.
- 15.2. If any provision of these terms and conditions are held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, that provision will be severed from these terms and conditions and the Purchase Order and the remaining provisions will remain in full force and effect.

**16. TAXES AND DUTIES – ONLY APPLICABLE FOR U.S. ORDERS**

- 16.1. Evans is required by US Federal law to provide a federal tax identification number on all shipments delivered within the United States of America. This information must be included in the Purchase Order prior to shipment of any Work.
- 16.2. Notwithstanding anything to the contrary contained in the Quotation, the Buyer and Evans acknowledge and agree that as of the date of the Quotation that no duties, levies, import charges or assessments are levied or assessed by the Government of the United States of America on the importation of the goods and services described in the Quotation into the United States of America and accordingly, the price does not include any duties, levies, import charges or assessments levied or imposed by the Government of the United States of America upon the importation of the goods or services described in the Quotation. Any such duties, levies, import charges or assessments as are levied or imposed at any time hereafter by the Government of the United States of America upon the importation into the United States of America of the Work shall be paid by in whole by the Buyer. If such duties, levies, import charges or assessments are paid by Evans, they shall be reimbursed by the Buyer to Evans upon invoice thereof. The price set forth in the Quotation for the Work includes all transportation, carriage and insurance from Evans' manufacturing facility in Calgary, Alberta, Canada to the designated place or places for delivery specified in the Quotation.

These terms and conditions executed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**EVANS CONSOLES INCORPORATED**

**[NTD: BUYER]**

Per:

Per:

Per:

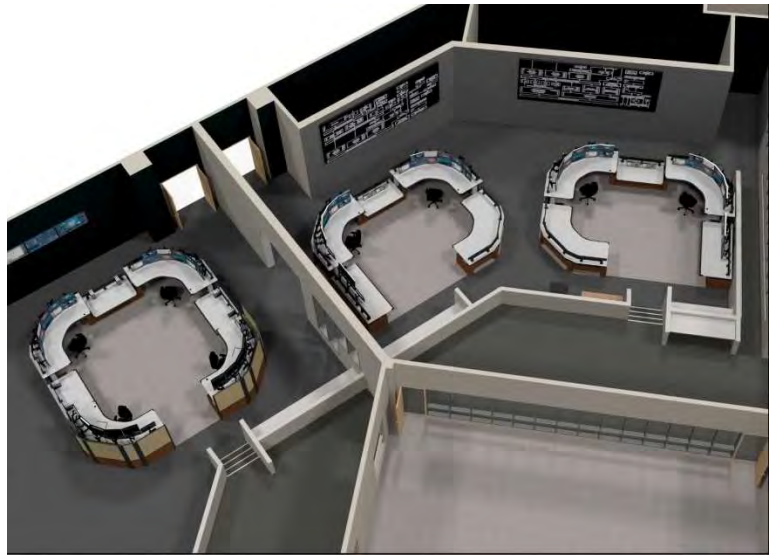
Per:

# PROPOSAL

## JEA Bulk Power Operations

### Control Room Renovation Pricing – Specialized Flooring Materials

August 29, 2022



Preliminary Sketch Only

**Submitted  
By:**



Kent Brewer  
Regional Sales Manager  
Evans Consoles Incorporated  
1577 Spring Hill Road, Suite 450, Vienna, VA 22182  
Cell: (404) 435-0155  
Email: [kbrewer@evansonline.com](mailto:kbrewer@evansonline.com)  
Web: [www.evansonline.com](http://www.evansonline.com)

**Submitted  
To:**



Paul Davis  
Manager, JEA Bulk Power Operations  
Direct: (904) 665-7143  
Mobile: (904) 553-3204  
Fax: (904) 665-8719



## PRICE QUOTE

### Evans Consoles Control Room Renovation Pricing – Specialized Flooring Materials

Pricing per current design 20-0614-301 Rev. B

RECONFIGURATION SUPPORT COMPONENTS	Qty	Unit Price	Total
The below support components are part of a packaged solution that works together with the operator consoles. All of the material in this package is necessary to support the minimal critical function and mission of the JEA operator console environment.			
<b>Specialized Operator Zone Flooring</b>			
Furnish approx. 1500 sq. ft. of Tajima lay flat 20" x 20" tiles for 3 new consoles. (Materials Only) Carpet tile materials and replacement furnished by owner.	1	\$36,371.20	\$36,371.20
<b>Total Flooring Materials (USD Sales Taxes Excl.)</b>			<b>\$36,371.20</b>

PAYMENT TERMS	
0/100	<b>Payment Terms per Florida State Contract :</b>
	<b>Florida State Contract No. 56120000-19-ACS; Effective until December 1, 2023</b>
	Total FOB Origin, Freight Allowed, <b>Jacksonville Fla.</b> in USD, All Sales Taxes Excl. \$36,371.20
	INCO Terms 2019 FOB - Free on Board, Origin, Freight Allowed
	EVANS requires the following items prior to providing a firm schedule: <ul style="list-style-type: none"><li>• PURCHASE ORDER</li><li>• SIGNED DRAWINGS</li><li>• ACCEPTED TERMS &amp; CONDITIONS</li><li>• APPROVED FINISHES</li><li>• LOGISTICS INFORMATION SHEET</li></ul>
	EVANS Standard Payment Terms for Invoicing (Taxes Excluded Unless Otherwise Noted):
	• 0% Progress Payment Due WITH Purchase Order • <b>100% Net 30 Upon Console Shipment</b>
	Total Price \$36,371.20
	*Pricing escalation amount is only and estimate. Pricing will be updated 3 months prior to procurement to determine any increases, if any



# TERMS & CONDITIONS

## Evans Consoles Standard Terms and Conditions

The following standard terms and conditions apply to the attached quotation (the "Quotation"), unless expressly stated otherwise in the Quotation provided by Evans Consoles Corporation and/ or Evans Consoles Incorporated (collectively, "Evans") to the purchaser (the "Buyer") of the products and/or services (the "Work").

### 1. Quotation

- 1.1. Unless otherwise stated, the Quotation prices are valid for ninety (90) days and freight and installation prices are valid for thirty (30) days from the date of the Quotation.
- 1.2. The prices in the Quotation are valid for Work shipped or completed within twelve (12) months from the date of the confirmed order (the "Purchase Order"). Evans reserves the right to revise or adjust pricing, in their sole discretion, on orders not shipped or completed within the twelve (12) month period. Requests to defer the installation service beyond six (6) months from product shipment are subject to a revised installation Quotation.

### 2. Price and Payment

#### 2.1.1. Terms per **Florida State Contract No. 425-001-12-1**

- 2.2. For Purchase Orders which require the Work to be shipped and or installed outside of Canada or the United States, credit approval from a third party agency previously approved by Evans must be obtained and provided in a form satisfactory to Evans in their sole discretion. Payment must be provided through an irrevocable letter of credit (the "ILC"). The terms of the ILC shall be:
  - 2.2.1. The ILC shall be in the English language and all supporting or related documents requiring execution shall also be in English;
  - 2.2.2. The ILC shall be drawn on the Bank of Montreal or an affiliated bank in the currency stated in the Quotation;
  - 2.2.3. The expiry of the ILC must extend at least six (6) months past the installation or shipping date set out in the Quotation, whichever is later; and
  - 2.2.4. All documents requiring execution relating to the ILC must be within the control of Evans or produced by Evans, such as the bill of lading, commercial invoice, certificate of origin, statement of compliance to product specification.
- 2.3. The Quotation price includes all transportation, carriage and insurance from Evans' manufacturing facility to the designated place for delivery specified in the Quotation.
- 2.4. Any specific or extra shipping or insurance requirements of the Buyer must be disclosed prior to the issuance of the Purchase Order, and may result in an amendment to the Quotation to consider any additional costs incurred.
- 2.5. Unless stated otherwise, sales taxes are not included in the Quotation price. For shipments within the United States or Canada Evans is required by law to collect the appropriate provincial, state and municipal State sales and use taxes at the time of invoice, for the products supplied. Evans will require a certificate of tax exemption prior to the time of invoicing if applicable to this procurement. For shipments outside of the United States or Canada, payment of importation fees and customs clearance, duties, sales taxes or any other taxes at the shipping destination are the sole responsibility of the Buyer.

### 3. Scheduling

- 3.1. Evans will not begin the procurement of materials for the Work, or fabrication until the Buyer has paid the payment set out in 2.1.1., and provided acceptance of the signed off drawings, in writing, authorizing Evans to proceed with fabrication of the Work. This milestone is referred to as the "Sign Off".
- 3.2. Evans will establish a formal project schedule, based on dates mutually agreeable to the Buyer and Evans, to ensure a timely delivery the Work after receipt of the Purchase Order and Sign Off. The project size, scope and shipping destination will affect the project schedule.

#### **4. Packing**

- 4.1. For shipments to the United States or Canada, the Quotation includes packaging suitable for dedicated air-ride moving van shipment. Components such as panels, work surfaces and baseboards may be packaged separately. The console framework will be segmented into convenient lengths for handling.
- 4.2. At the Buyer's request, Evans can supply rugged crating for general freight, ocean freight, air freight or less than truckload (LTL) shipment at an additional charge. All projects requiring crating will be quoted and furnished with Evans standard frame crates (plywood on bottom only) unless noted otherwise. If alternate crating requirements are requested after the Purchase Order has been issued, Evans will provide a revised Quotation or change order for any additional services.

#### **5. Shipment and Storage**

- 5.1. The shipping price is valid only for the shipment of the Work described in the Quotation, based upon single shipping activity unless noted otherwise. If the Buyer requests additional shipments, expedited shipments or off-site storage of the products, Evans will provide a revised Quotation or change order for the additional services.
- 5.2. Evans follows the international trade terms under INCOTERMS 2010.
- 5.3. When Evans is responsible for shipping the Work, unless otherwise stated, the shipping terms shall be CIP (carriage, insurance paid to) named destination point. Title and risk shall pass to the Buyer when the Work delivered to the carrier by.
- 5.4. If damage occurs during shipment, these damages must be identified and Evans notified within forty-eight (48) hours of delivery. In the case of an ocean shipment, the damaged goods must be set aside for a formal marine survey and it must be noted whether or not the container's seal was intact upon arrival at the destination. The surveyor shall determine where the damages occurred and assign liability to the appropriate party. The carrier has the right to take physical possession of the Work against which damages are being claimed. If the carrier is assessed a financial sum for the damaged product, they have the right to sell the damaged Work for salvage.
- 5.5. For deliveries within the United States or Canada a single offloading activity is included in the Quotation. The Quotation is based upon clean and clear access from the point of unloading to the room of rest. For international deliveries, container unloading is not included in the Quotation.
- 5.6. If the Buyer is responsible for shipping the Work, the shipping term will be ex works (named place of delivery) as defined in Incoterms 2010. Evans will place the Work on Evans' loading dock, suitably packaged for export shipment. The Buyer shall communicate to Evans the method of transport to ensure the packaging is appropriate, subject to the shipping provisions contained herein. Title passes to the Buyer when the Work is removed from Evans' dock and the Buyer or their representative carrier, signs the bill of lading. The Buyer is responsible for damages during loading, transport or off-loading.
- 5.7. The Work is designed for indoor control room environments with temperature and humidity control. Evans requires, in circumstances where any Work is to be stored by Buyer, that Work, including the Work contained in crates or shipping materials, be housed in indoor warehouse conditions maintaining a constant temperature range between fifteen to twenty-five (15 to 25) degrees Celsius or sixty to seventy (60-75) degrees Fahrenheit and between forty-five to fifty-five percent (45 to 55%) humidity range. Adequate temperature control and ventilation must be provided during storage and handling to protect the Work from extreme climate fluctuations. Evans will not replace under warranty, nor will it be deemed a breach of any representation or warranty regarding the quality of the Work, any Work damaged by improper or negligent storage conditions, or conditions which do not meet the standards outlined herein at the sole discretion of Evans.

#### **6. Changes**

- 6.1. The parties may, by written or electronic notification, request changes to the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Work, reschedule the installation, or require additional or diminished Work (the "Changes").
- 6.2. All Changes requested must be agreed to in writing by both parties, otherwise they are unenforceable. Only an authorized representative of Evans may issue Changes to the Purchase Order. If any Change causes an increase or decrease in the price of, or the time required for, performing the Purchase Order, an equitable adjustment will be made in the Purchase Order price, delivery dates or both, and Evans will provide a revised Quotation or change order for the adjustment.

#### **7. Buyer Acceptance**

- 7.1. Upon completion of the installation, the Buyer shall arrange for a representative to receive a product demonstration and training on the operation and maintenance of the installed Work.
- 7.2. Upon completion of the installation of the Work, a report will produced by the Installer and will be executed by the Buyer's representative signifying acceptance of the installed Work subject to the resolution of any damaged or deficient items. If the installation is not substantially completed, the final acceptance will be delayed until the resolution of all identified deficient or damaged items is complete. Signed acceptance including a punch list of any noted deficiencies and/or damages must be reported back to Evans corporate office with 48 hours of installation completion. All Installers must provide a signed acceptance from the Buyer to Evans.

#### **8. Evans Warranty**

- 8.1. Unless otherwise stated in the Quotation, Evans warrants that all the Work will be free from defects in materials and workmanship from the date of purchase. Terms of the warranty are as follows:
  - 8.1.1. LIFETIME WARRANTY on all fixed structural frame components;
  - 8.1.2. LIFETIME WARRANTY on all static exterior panels and work surface components parts; with 5 years for labor;
  - 8.1.3. LIFETIME WARRANTY on all adjustable, sliding or hinged mechanisms or parts; with 5 years for labor;
  - 8.1.4. OEM (original equipment manufacturer) warranty on all buyouts, and 5 years on all Evans branded E-accessory products (unless specifically defined by product line);
  - 8.1.5. 5 YEAR WARRANTY on electrical actuated lift columns;
  - 8.1.6. 3 YEAR PRODUCT WARRANTY on Evans' PowerLinc™ system; and,
  - 8.1.7. 3 YEAR PRODUCT WARRANTY on Evans' PowerLinc™ system.
- 8.2. The warranty period will begin on the date the Work receives final acceptance from the Buyer at the Site. Notification of any defect or failure must be delivered in writing to Evans within the applicable warranty period. In the event that a written notice of a warranty claim is not delivered to Evans prior to the expiration of the relevant warranty period, Evans shall not be obligated to provide any warranty to the Work.
- 8.3. At Evans option, products will be repaired at the Site or, if deemed necessary, will be returned to Evans, with Evans being responsible for shipping and handling charges and insuring the shipment. Evans will return the repaired or replacement products to the Buyer via prepaid freight. If Evans does not accept a notice of defect or failure based on their sole discretion that the defect or failure was caused by causes or situations outlined in section 9.5 below, the decision is binding and final upon the Buyer.
- 8.4. The warranty periods shall not be extended or modified due to any warranty claims, repairs or replacements made under this section 9.
- 8.5. This warranty does not cover damage due to external causes, including accident, abuse, problems with electrical power, improper application and misuse, installation by parties other than Installers, alterations, improper storage, servicing unauthorized by Evans, neglect, problems caused by the use of parts and components not supplied by Evans, or the effects of normal wear and tear.
- 8.6. The warranty on Evans Urethane Ergonomic Waterfall Nosing is void and unenforceable if any ammonia based cleaners are used on the Work.
- 8.7. This warranty does not cover any consumable items such as, but not limited to, light bulbs, filters, and any third party software.
- 8.8. Rights and benefits of this section 9 are given solely to the original Buyer of the Work and may not be transferred or assigned to a third party without the prior written consent of Evans.

## **9. Confidentiality**

- 9.1.** The Buyer agrees to maintain confidentiality with regard to secret, confidential, and proprietary information, as well as all trade secrets and intellectual property disclosed or developed by Evans in connection with the Work or the Purchase Order, and shall require the similar undertaking from any employees, subcontractors, representatives or agents. Any drawings, plans and data, furnished by Evans to the Buyer and all related technical and commercial information that the Buyer may receive in the course of the Purchase Order and the Work, shall be confidential and shall not be used for any purpose other than performing this contract. Such confidential information shall not be reproduced or copied by the Buyer without Evans written consent and shall remain the sole property of Evans, even upon completion of the Work and Purchase Order.

## **10. Jurisdiction**

- 10.1.** All Purchase Orders entered by a Buyer residing primarily, or having head offices, in the United States, regardless of its place of negotiation, execution, or performance, shall be governed by and subject to the laws of the Commonwealth of Virginia and exclusive jurisdiction of the state courts of Fairfax County, Virginia and the United States District Court for the Eastern District of Virginia, Alexandria Division, as appropriate, shall have exclusive jurisdiction regarding any related disputes.
- 10.2.** All Purchase Orders entered by a Buyer residing primarily, or having head offices, in Canada or any other country internationally, regardless of its place of negotiation, execution, or performance, shall be governed by and subject to the laws of the Province of Alberta and of Canada applicable therein, and exclusive jurisdiction of the courts of Calgary, Alberta, as appropriate, shall have exclusive jurisdiction regarding any related disputes.

## **11. Limitation of Liability**

- 11.1.** The parties agree to indemnify and hold harmless the other party from any and all claims for damage, loss, injury or expense, including reasonable attorney fees, to any property or persons, arising out of, or in any way incidental to the negligent performance of their respective obligations under the Purchase Order or by anyone for whom they are in law responsible.
- 11.2.** Evans does not provide professional architectural, electrical engineering, mechanical engineering or structural engineering services. Evans shall be held harmless for such work based on design recommendations provided by the Buyer or Buyer's representatives during the course of the Purchase Order.
- 11.3.** EVANS IS NOT LIABLE FOR ANY LIQUIDATED, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, OR LOSS OF USE OF ANY PROPERTY OR CAPITAL) EVEN IF ADVISED, OR OTHERWISE AWARE, OF THE POSSIBILITY OF ANY SUCH DAMAGES. THE EXCLUSION OF SUCH DAMAGES IS INDEPENDENT OF, AND WILL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THESE TERMS AND CONDITIONS. IN NO EVENT SHALL EVANS' LIABILITY EXCEED THE VALUE OF THE PURCHASE ORDER.

## **12. Force Majeure**

- 12.1.** If, by reason of a force majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under the Purchase Order, then such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable period of time. Upon such notice, the obligations of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the event then claimed, and such party shall endeavor to remove or overcome such inability with all reasonable diligence. The term force majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, insurrection, riots, epidemics, landslides, lightning storms, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, or any other causes not reasonable within the control of the party claiming the force majeure.
- 12.2.** Each party shall take all commercially reasonable steps to mitigate any loss or damages as a result of the force majeure.
- 12.3.** The Buyer shall pay for the portion of the Work completed and/ or delivered up until the point of delay by force majeure.

## **13. Termination**

- 13.1.** If the Buyer is in material breach of the Purchase Order and fails to remedy the breach within 10 days of written notice of the breach, Evans may terminate this Purchase Order at their sole discretion. If the material breach continues, Evans may terminate this Purchase Order and Buyer will be responsible for any costs incurred by Evans in their performance under the Purchase Order to the date of termination.
- 13.2.** The solvent party may terminate this Purchase Order upon written notice if the other party commits an act of insolvency or the Buyer is unable to produce satisfactory evidence of solvency at the request of Evans.

**14. Waiver**

- 14.1. The failure of either party to enforce at any time any of the provisions of the Purchase Order will not be construed to be a continuing waiver of those provisions, nor will any such failure prejudice the right of the party to take any action in the future to enforce any provision.

**15. Survival & Severability**

- 15.1. All provisions of these terms and conditions which by their nature should apply beyond its term will remain in force after any termination or expiration of the Purchase Order, including but not limited to sections 9, 10, 11, 12, 15 and 17.
- 15.2. If any provision of these terms and conditions are held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, that provision will be severed from these terms and conditions and the Purchase Order and the remaining provisions will remain in full force and effect.

**16. TAXES AND DUTIES – ONLY APPLICABLE FOR U.S. ORDERS**

- 16.1. Evans is required by US Federal law to provide a federal tax identification number on all shipments delivered within the United States of America. This information must be included in the Purchase Order prior to shipment of any Work.
- 16.2. Notwithstanding anything to the contrary contained in the Quotation, the Buyer and Evans acknowledge and agree that as of the date of the Quotation that no duties, levies, import charges or assessments are levied or assessed by the Government of the United States of America on the importation of the goods and services described in the Quotation into the United States of America and accordingly, the price does not include any duties, levies, import charges or assessments levied or imposed by the Government of the United States of America upon the importation of the goods or services described in the Quotation. Any such duties, levies, import charges or assessments as are levied or imposed at any time hereafter by the Government of the United States of America upon the importation into the United States of America of the Work shall be paid by in whole by the Buyer. If such duties, levies, import charges or assessments are paid by Evans, they shall be reimbursed by the Buyer to Evans upon invoice thereof. The price set forth in the Quotation for the Work includes all transportation, carriage and insurance from Evans' manufacturing facility in Calgary, Alberta, Canada to the designated place or places for delivery specified in the Quotation.

These terms and conditions executed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**EVANS CONSOLES INCORPORATED**

**[NTD: BUYER]**

Per:

Per:

Per:

Per:



**Alternate Contract Source (ACS)  
No. 56120000-19-ACS  
For  
Furniture, All Types**

This Contract is made by and between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and Evans Consoles, Inc. (Contractor), collectively referred to herein as the "Parties."

The Department is authorized by section 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."

The State of New York, Office of General Services competitively procured Group 20915-Furniture, All Types (except Hospital Room and Patient Handling), and awarded number 23109. The signed Contract with the Contractor, is attached hereto as Exhibit D (Master Agreement). The Master Agreement became effective on December 2, 2018, and is scheduled to expire on December 1, 2023.

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternate contract source is cost-effective and in the best interest of the State.

Accordingly, the Parties agree as follows:

**1. Term and Effective Date.**

The initial term of this Contract will begin June 20, 2020, or on the date the Contract is fully signed by all Parties, whichever is later, and will expire December 1, 2023, consistent with the Master Agreement, unless terminated earlier in accordance with Exhibit B, Special Contract Conditions (Florida).

**2. Renewal.**

This contract may not be renewed.

**Alternate Contract Source (ACS)  
No. 56120000-19-ACS  
For  
Furniture, All Types**

**3. Modifications or Additions to Master Agreement.**

As used in this document, Contract (whether capitalized or not) will, unless the context requires otherwise, mean this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersede any and all prior agreements. This Contract may only be modified or amended upon mutual written agreement by the Parties. If amendments are made to the Master Agreement, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

In addition to Section 2.2.1 of the Master Agreement and any additional language within the Contract regarding delivery, the Parties agree that Inside Delivery for Customers under this ACS may be further negotiated prior to purchases under this ACS. Inside Delivery rates can be found under the Terms and Conditions page: <https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

All Exhibits attached or listed below are incorporated in their entirety into, and will form part of, this Contract. Exhibit A and Exhibit B, modify or supplement the terms and conditions of the Master Agreement. In the event of a conflict, the following order of precedence will apply:

- a) This Contract document and amendments, if any, with the latest issued having priority.
- b) Exhibit A: Additional Special Contract Conditions (Florida)
- c) Exhibit B: Special Contract Conditions (Florida)
- d) Exhibit C: Pricing Page
- e) Exhibit D: Master Agreement
- f) Exhibit E: Contract Award Notification

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Contract, such citation or reference will be replaced by the comparable Florida law or regulation.

**4. Purchases under this Contract.**

Upon execution of this Contract, agencies (as defined in section 287.012, Florida Statutes) may purchase products and services under this Contract using this State of Florida ACS No. 56120000-19-ACS. Agencies acknowledge and agree to be bound by the terms and conditions of the Contract.

**Alternate Contract Source (ACS)  
No. 56120000-19-ACS  
For  
Furniture, All Types**

**5. Primary Contacts**

**Department's Contract Manager:**

Thomas Bower  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360  
Tallahassee, Florida 32399-0950  
Telephone: (850) 488-6904  
Email: [Thomas.Bower@dms.myflorida.com](mailto:Thomas.Bower@dms.myflorida.com)

**Contractor's Contract Manager:**

Kelly Matthews  
Evans Consoles, Inc.  
1577 Spring Hill Road, Suite 110  
Vienna, VA 22182  
Telephone: (403) 717-3032  
Email: [kmatthews@evansonline.com](mailto:kmatthews@evansonline.com)

**6. Warranty of Authority**

Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

**7. Entire Agreement of the Parties**

This document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Any amendments hereto must be in writing and signed by the Parties.

**Alternate Contract Source (ACS)**

**No. 56120000-19-ACS**

**For**

**Furniture, All Types**

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**CONTRACTOR  
EVANS CONSOLES, INC.**

DocuSigned by:

*Kelly Matthews*

2F0DABA4197140F...

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

DocuSigned by:

*Tami Fillyaw*

991458A211104A3...

**Tami Fillyaw**  
Chief of Staff

6/10/2020 | 2:08 PM EDT

**Date:**

7/2/2020 | 12:53 PM EDT

**Date:**



**ADDITIONAL SPECIAL CONTRACT CONDITIONS**  
**Contract No. 56120000-19-ACS**  
**Exhibit A**

The following language modifies and supplements the Master Agreement:

1. Vendor Registration: In order to complete any transaction between a Customer and the Contractor, the Contractor must be registered in [MyFloridaMarketPlace](#).
2. Additional Customer Terms: If any additional ordinance, rule, or other local governmental authority requires additional contract language before a Customer can make a purchase under this Contract, the Customer is responsible for entering a separate agreement with the Contractor and incorporating the additional contract language therein.
3. Employment Eligibility Verification: The language of Subsection 13.2 of the Special Contract Conditions regarding E-Verify shall apply to resellers as well as all other subcontractors.
4. Orders: Any Order placed by a Customer for a Product and/or Service available from this Contract shall be deemed to be a sale under and governed by the terms and conditions of the Contract. To the extent the Customer and the Contractor agree on additional terms, the terms will be documented on the Customer Order, and signed by the Parties.

Contractor must be able to accept purchase orders via fax, e-mail, or the MyFloridaMarketPlace (MFMP).

5. Electronic Invoicing: The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:
  - EDI (Electronic Data Interchange)
    - This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
  - PO Flip via AN
    - The online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

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.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

6. **Contract Reporting:** The Contractor shall report information on orders received from Customers associated with this Contract.

The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Dates
MFMP Transaction Fee Report	Calendar month	15th calendar day of the month following the receipt of payment for the vendor's good or services.
Quarterly Sales Report	State's Fiscal Quarter	15 calendar days after close of the period

No favorable action will be considered for any contractor who has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies that is required under this Contract.

- Quarterly Sales Report: The Contractor agrees to submit a Quarterly Sales Report to the Department's Contract Manager within 15 calendar days after the close of each State Fiscal quarter.

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

Quarter 1 - (July-September) – due 15 calendar days after close of the period

Quarter 2 - (October-December) – due 15 calendar days after close of the period

Quarter 3 - (January-March) – due 15 calendar days after close of the period

Quarter 4 - (April-June) – due 15 calendar days after close of the period

Quarterly Reporting periods should coincide with the Contract term and begin the quarter following Contract execution. Reports must be submitted in MS Excel format and can be retrieved by accessing the following link at [FL DMS Quarterly Sales Report](#). The report will include all sales (orders) from Customers received (associated with this Contract) during the period. Initiation and submission of the Quarterly Sales Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive Quarterly Sales Reports, this Contract may be found to be out of compliance with the Contract requirements and terminated or the Department may choose to not renew the Contract.

- **MFMP Transaction Fee Report:** The Contractor is required to submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendor on the MFMP website: MFMP Transaction Fee and Reporting. Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk by email at [feeprocessing@myfloridamarketplace.com](mailto:feeprocessing@myfloridamarketplace.com) or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.
7. **Ad hoc Reports:** The Department reserves the right to require additional reports or information pertaining to this Contract and any resulting purchase orders or contracts with customers. The Contractor must submit a report or information within five (5) business days after receipt of a Department request, unless otherwise approved by the Department.
8. **Financial Consequences:** The following financial consequences will apply for nonperformance of the contract by a Contractor. The State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal, when the Contractor has failed to perform/comply with provisions of the Contract. These consequences for non-performance are not to be considered penalties.

The financial consequences will be paid via check or money order and made out to the Department of Management Services in US Dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every quarter thereafter.

Performance Metric	Description	Performance Target	Frequency	Financial Consequence for Non-Performance (Per Day Late)
Quarterly Sales Report Submission	Quarterly Sales Report are due on or before the 15 <sup>th</sup> calendar day after close of a quarter.	100%	Quarterly	\$250
Monthly Transaction Fee Report	Transaction Fee Report are due on or before the 15 <sup>th</sup> calendar day after close of the period.	100%	Monthly	\$100

9. 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. At minimum, the Parties shall meet to discuss:

- Program compliance
- Program trending review
- Savings report: Hard dollar and soft dollar
- Spend report
- Subcontractor and contingent staff performance
- Recommendations for improved compliance and performance

Failure to comply with this section may result in the Contractor being found in default and Contract termination.

10. Subcontractors: The Contractor may use subcontractors, including resellers, in order to provide equipment and services. All subcontractors shall be the direct responsibility of the Contractor. The Contractor is responsible for all liability, terms and conditions within Master Agreement and this Contract. The Contractor's subcontractor's participation will be in accordance with the terms and conditions set forth in this Contract. If a subcontractor is authorized to conduct business on behalf of the Contractor and the subcontractor is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the subcontractor shall be resolved between the Contractor and the subcontractor. The State of Florida is not a party to any agreement entered into between the Contractor and its subcontractors. The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such subcontractors and shall ensure that all such subcontractors meet the following requirements:

The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such subcontractors and shall ensure that all such subcontractors meet the following requirements:

- Have an ACTIVE Registration with the Florida Department of State, Division of Corporations <https://dos.myflorida.com/sunbiz/>
- Registered in the MFMP Vendor Information Portal <https://vendor.myfloridamarketplace.com>
- Not be on the State of Florida's Convicted, Suspended, or Discriminatory Vendor's List which can be found at:
- [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/vendor\\_registration\\_and\\_vendor\\_lists](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists)
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services <https://flvendor.myfloridacfo.com>.

**SPECIAL CONTRACT CONDITIONS  
JULY 1, 2019 VERSION**

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**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.**

## **SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

#### **2.3.2 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

#### **2.3.3 Termination for Cause.**

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

### **SECTION 3. PAYMENT AND FEES.**

#### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

#### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

**3.2.1 Quantity Discounts.** Contractor may offer additional discounts for one-time delivery of large single orders;

**3.2.2 Preferred Pricing.** The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

**3.2.3 Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

#### **3.3 Payment Invoicing.**

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

#### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

#### **3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

### 3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

### 3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

### 4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name  
Department's Physical Address  
Department's Telephone #  
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name  
Contractor's Name  
Contractor's Physical Address  
Contractor's Telephone #  
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

##### 4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

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 RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

#### 4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; 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 THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

### **SECTION 5. COMPLIANCE WITH LAWS.**

#### 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

#### 5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

#### 5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will 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 will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

### **SECTION 6. MISCELLANEOUS.**

#### 6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

#### 6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

#### 6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

#### 6.4 Inspection and Acceptance of Commodities.

##### 6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: 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.

##### 6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

#### 6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

#### 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

#### 6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

#### 6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

#### 6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

#### 6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

### **SECTION 7. LIABILITY AND INSURANCE.**

#### 7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

#### 7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

#### 7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

#### 7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

#### 7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide 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.

#### 7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable 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 Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or 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.

### **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.**

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

#### 8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

#### 8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

#### 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

##### 8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

##### 8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

##### 8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

### **SECTION 9. DATA SECURITY.**

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

## **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### **10.1 Gratuities.**

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's 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 anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

### **10.2 Lobbying.**

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

### **10.3 Communications.**

#### **10.3.1 Contractor Communication or Disclosure.**

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

#### **10.3.2 Use of Customer Statements.**

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

## **SECTION 11. CONTRACT MONITORING.**

### **11.1 Performance Standards.**

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

### **11.2 Performance Deficiencies and Financial Consequences of Non-Performance.**

#### **11.2.1 Proposal of Corrective Action Plan.**

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

#### **11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.**

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

### **11.3 Performance Delay.**

#### **11.3.1 Notification.**

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

#### **11.3.2 Liquidated Damages.**

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### **11.4 Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor will 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 fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created 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) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will 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 will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department 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 will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services 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 commodity or contractual services 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.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

## 12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

### 13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

### 13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

### **SECTION 14. WARRANTY OF CONTRACTOR'S 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 Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.



# How to Use This Contract

## Furniture (56120000-19-ACS)

Contractor information, pricing, and contract documents are located on the contract webpage at [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_contracts\\_and\\_agreements/alternate\\_contract\\_source/furniture](https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/alternate_contract_source/furniture).

### State Agencies

- The State of Florida's online procurement system, MyFloridaMarketPlace (MFMP), is the preferred method for placing orders and making payments for this contract:
  - Please contact the contractor(s) directly to request a quote; contractor contact information is accessible from the contract webpage. ***Please note that a quote is not required if purchasing from a contractor with a "punchout" or "line item" catalog, as listed below.***
  - Create a requisition/purchase order in [MFMP Buyer](#); for additional information, visit [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_agency\\_customers/mfmp\\_university/requisitions\\_purchase\\_orders](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_agency_customers/mfmp_university/requisitions_purchase_orders).
  - **CATALOG TYPE:**
    - **Hertz Furniture Systems, LLC:** Punchout - Create a requisition and search by contractor, contract name, or contract number; click on the appropriate link in the 'Supplier Punchout Catalog Resources' section. Locate and select the item(s) on the contractor's website, then checkout; the item(s) will be added to the requisition.
    - **Exemplis, LLC; Global Industries, Inc. dba Global Furniture Group; Herman Miller, Inc.; or HON Company, LLC:** Line item - Create a requisition and search by contractor, contract name, contract number, manufacturer, part number, or item name/description; click the 'Add to Cart' button to add the item(s) to the requisition.
    - **All other contractors:** None - Create a requisition and click the 'Create Non-Catalog Item' button. In the 'Supplier' field, use the appropriate contractor's FEIN, as provided on the contract webpage; in the 'State Contract ID' field, select the contract number shown above from the drop-down menu.
  - **COMMODITY CODE:** Select the most appropriate eight-digit commodity code under 56100000, 56110000, or 56120000; the current list of commodity codes activated in

MFMP is located at [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/commodity\\_codes](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/commodity_codes).

- **METHOD OF PROCUREMENT:** C - Alternate contract source
- Please use the appropriate contractor's FEIN, as provided on the contract webpage, when making payments in the Florida Accounting Information Resource (FLAIR); also, please use the appropriate contractor's FEIN when recording purchasing card (PCard) payments in FLAIR.

## Eligible Users

- Eligible users, as defined by [Rule 60A-1.001, Florida Administrative Code](#), may contact the contractor(s) directly to place an order using this contract; contractor contact information is accessible from the contract webpage.

## Frequently Asked Questions

- Does this contract include inside delivery?
  - Yes, this contract includes inside delivery, which may be at an additional cost to the customer. Inside delivery rates established by the master agreement are located at <https://online.ogs.ny.gov/purchase/spg/pdftdocs/2091523109TC.xlsx>; Florida customers may further negotiate inside delivery rates prior to purchase.
- Can I purchase from a vendor outside of this contract if they offer better pricing?
  - State agencies are encouraged to use alternate contract sources for the added savings and convenience that may be realized; however, agencies are not required to purchase commodities and contractual services from alternate contract sources. If an alternate contract source is not utilized, agencies must follow proper procurement methods.
- What should I do if I have an issue with the contractor?
  - If you are unable to resolve an issue with a contractor, you may contact the contract manager listed on the contract webpages to explore additional options. These options include: complete a vendor performance survey online to document the issue, work with the contract manager to elevate the issue with the contractor representatives, or submit a vendor complaint that requires a formal response from the contractor.

## Contact Information

- If you have any questions or require assistance specific to this contract (e.g. pricing, contract requirements, etc.), please contact the contract manager listed on the contract webpage.
- If you have any questions or require assistance specific to MFMP (e.g. system access, purchase orders, catalogs, etc.), please visit the Division of State Purchasing's MFMP webpage located at [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace).



**AMENDMENT NO.: 1**

Contract No.: 56120000-19-ACS

Contract Name: Furniture, All Types

This Amendment ("Amendment"), to the Furniture, All Types Alternate Contract Source No. 56120000-19-ACS ("Contract"), is made by and between the State of Florida, Department of Management Services ("Department") and Evans Consoles, Inc. ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein have the meanings assigned to them in the Contract unless otherwise defined herein.

**WHEREAS**, the Department entered into the above-referenced Contract with the Contractor on July 2, 2020; and

**WHEREAS**, pursuant to Section 6.9, Modification and Severability of Exhibit B, Special Contract Conditions, the Contract may be amended by mutual written agreement.

**THEREFORE**, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

**I. Contract Amendment.**

- a. Exhibit A: Additional Special Contract Conditions, is hereby deleted in its entirety and replaced with the Amended Exhibit A: Additional Special Contract Conditions, attached hereto.
- b. Section 3, Modifications or Additions to Master Agreement, third paragraph, is hereby deleted and replaced in its entirety with the following:

All Exhibits attached or listed below are incorporated in their entirety into, and will form part of, this Contract. Exhibit A and Exhibit B, modify or supplement the terms and conditions of the Master Agreement. In the event of a conflict, the following order of precedence will apply:

- a) This Contract document and amendments, if any, with the latest issued having priority.
- b) Amended Exhibit A: Additional Special Contract Conditions (Florida)
- c) Exhibit B: Special Contract Conditions (Florida)
- d) Exhibit C: [Pricing Page](#)
- e) Exhibit D: [Master Agreement](#)
- f) Exhibit E: [Contract Award Notification](#)

**II. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.



**AMENDMENT NO.: 1**  
Contract No.: 56120000-19-ACS  
Contract Name: Furniture, All Types

**III. Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

**IV. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

**State of Florida:**  
**Department of Management Services**

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

**Name:** Patrick Gillespie

**Title:** Deputy Secretary of Business Operations

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

**Contractor:**  
Evans Consoles, Inc.

DocuSigned by:  
*Kelly Matthews*  
By: \_\_\_\_\_  
2F6DABA4107140F...

**Name:** Kelly Matthews

**Title:** Contract Administrator

**Date:** 2/1/2022 | 1:47 PM EST  
\_\_\_\_\_



**ADDITIONAL SPECIAL CONTRACT CONDITIONS**  
**Contract No. 56120000-19-ACS**

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

- A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.
- B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

All Contractor's Florida resellers authorized to provide commodities under this ACS can be found on the Department's contract website. The Resellers are approved to provide sales and service support to State of Florida Customers. Contractors may request to add/delete Resellers to the ACS on a quarterly basis, by the 15th of each month listed: January, April, July, October of each year. Contractors must receive written approval from the Department prior to adding Resellers to this ACS.

- C. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
  - Have an active registration with the Florida Department of State, Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
  - Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
  - Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)
- D. MFMP Electronic Invoicing: The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:
  - 1) EDI (Electronic Data Interchange)  
 This standard establishes the data contents of the Invoice Transaction Set (810) for

use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN

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

The Contractor 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 Contractor's information within MFMP. In addition, the Contractor grants the State and the third-party provider the right and license to reproduce and display within MFMP 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.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

- E. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

Contract Quarterly Sales Reports. The Contractor shall submit complete Quarterly Sales Reports to the Department's Contract Manager within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

Reports must be submitted in MS Excel using the DMS Quarterly Sales Report Format, which can be accessed at [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_resources/quarterly\\_sales\\_report\\_format](https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the quarter, the Contractor must email the DMS Contract Manager confirming there was no activity.

- 1) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.
- 2) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.
- 3) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP

Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/transaction\\_fee\\_and\\_reporting](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting).

Assistance with transaction fee reporting is also available by email at [feeprocessing@myfloridamarketplace.com](mailto:feeprocessing@myfloridamarketplace.com) or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

- F. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

**Financial Consequences Chart**

<b>Deliverable</b>	<b>Performance Metric</b>	<b>Performance Due Date</b>	<b>Financial Consequence for Non-Performance (Per Calendar Day Late/Not Received by the Contract Manager)</b>
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30 <sup>th</sup> calendar day after the close of each State fiscal quarter	\$250
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15 <sup>th</sup> calendar day after the end of each month	\$100

**No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.**

G. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- a. Contract compliance
- b. Contract savings (in dollar amount and cost avoidance)
- c. Spend reports by Customer
- d. Recommendations for improved compliance and performance

H. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

## 2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

## 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

## 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final

order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

#### 5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will 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 will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

#### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT [PUBLICRECORDS@DMS.FL.GOV](mailto:PUBLICRECORDS@DMS.FL.GOV), (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of

the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

### 13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

- I. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

### 12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.



## Solicitation (Revised July 13, 2018)

**BIDS SHALL BE SENT TO THE ADDRESS LISTED IN SECTION 3.12 ONLY**  
**(E-Mail or Facsimile Bid Submissions Are NOT Acceptable)**

<b>BID OPENING</b> <b>DATE:</b> <b>Tuesday, August 14, 2018</b> <b>TIME:</b> 11:00 A.M. ET	<b>TITLE: GROUP 20915 – Furniture, All Types</b> <b>(except Hospital Room and Patient Handling) (Statewide)</b>  <b>Classification Code 56:</b>			
<b>SOLICITATION NUMBER: 23109</b>	<b>SPECIFICATION REFERENCE:</b> As Incorporated Herein			
<b>CONTRACT PERIOD:</b> To Be Determined				
<b>DESIGNATED CONTACTS:</b> In accordance with the Procurement Lobbying Law [State Finance Law§ 139-j(2)(a)], the following individuals are the Designated Contacts for this Solicitation. All questions relating to this Solicitation must be addressed to the Designated Contacts.				
<b>Primary Designated Contacts</b>				
Matthew Jones Contract Management Specialist 1 Telephone No. (518) 474-4163 E-mail address: <a href="mailto:matthew.jones@ogs.ny.gov">matthew.jones@ogs.ny.gov</a>		Cheri McCullough Contract Management Specialist 2 Telephone No. (518) 402-5552 E-mail address: <a href="mailto:cheri.mccullough@ogs.ny.gov">cheri.mccullough@ogs.ny.gov</a>		
<b>For MWBE Questions Only</b>		<b>For SDVOB Questions Only</b>		
Email Address: <a href="mailto:MWBE@ogs.ny.gov">MWBE@ogs.ny.gov</a>		Email Address: <a href="mailto:VeteransDevelopment@ogs.ny.gov">VeteransDevelopment@ogs.ny.gov</a>		
Lori Brodhead Phone: (518) 486-9866		Tryphina Ramsey Phone: (518) 486-9284		
		Anthony Tomaselli Phone No. (518) 474-2015		
<b>For INSURANCE Questions Only</b>				
Email Address: <a href="mailto:ogs.sm.insrev@ogs.ny.gov">ogs.sm.insrev@ogs.ny.gov</a>				
Leighann Brown		Telephone No. (518) 457-6595		
<b>Bidder's Federal Tax Identification Number:</b> (Do Not Use Social Security Number)		<b>NYS Vendor Identification Number:</b> (See New York State Vendor File Registration Clause)		
Legal Business Name of Company Bidding:				
D/B/A – Doing Business As (if applicable):				
Street	City	State	County	Zip Code
E-mail Address:		Company Web Site:		

If applicable, place an "x" in the appropriate box(es) (check all that apply)			
<input type="checkbox"/> NYS Small Business # Employees	<input type="checkbox"/> Service-Disabled Veteran Owned Business	<input type="checkbox"/> NYS Minority Owned Business	<input type="checkbox"/> NYS Women Owned Business
If you are not bidding, place an "x" in the box and return this page only. <input type="checkbox"/> WE ARE NOT BIDDING AT THIS TIME BECAUSE:			

### FOR PROCUREMENT SERVICES USE ONLY

LITERATURE <input type="checkbox"/>	LETTER <input type="checkbox"/>	FLASH DRIVE <input type="checkbox"/>	OTHER <input type="checkbox"/>	# of Binders/Packages: _____
PURC. MEMO <input type="checkbox"/>	CD/DVD <input type="checkbox"/>	SDHC CARD <input type="checkbox"/>		Documented by: _____

RETURN THIS PAGE AS PART OF BID

## **Bidder Certification and Affirmation**

Bidder certifies and affirms as follows:

1. This Bid is an irrevocable offer for 180 days from the date of submission to the New York State (“NYS”) Office of General Services (“OGS”), or for such longer period as is set forth in the Solicitation.
2. The Bidder can and will provide and make available, at a minimum, the products, deliverables and/or services as described in the Solicitation.
3. The Bidder has read and understands the provisions of the Solicitation, and all appendices, attachments, and exhibits attached thereto, including Appendix A (Standard Clauses for New York State Contracts) and Appendix B (General Specifications).
4. The information contained in this Bid is complete, true, and accurate.
5. The Bidder understands and agrees to comply with the requirements of the Procurement Lobbying Law, State Finance Law § 139-j and § 139-k, and with OGS’s procedures relating to permissible contacts during a procurement as required by State Finance Law § 139-j(3) and § 139-j(6)(b). Such requirements and procedures are posted at [https://ogs.ny.gov/aboutOgs/regulations/defaultSFL\\_139j-k.asp](https://ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp).

The signer affirms under penalties of perjury that he or she is duly authorized to legally bind the Bidder referenced above and that he or she signed this Bidder Certification as the legally binding act of the Bidder.

\_\_\_\_\_  
Print Full Bidder Entity Name

By:

\_\_\_\_\_  
Signature of Person Authorized to  
Legally Bind the Bidder

\_\_\_\_\_  
Print Name of Signatory

\_\_\_\_\_  
Print Title of Signatory

\_\_\_\_\_  
Date

RETURN THIS PAGE AS PART OF BID

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**Appendices and Attachments**

**APPENDICES**

Appendix A – *Standard Clauses for NYS Contracts* (January 2014)

Appendix B – *General Specifications* (April 2016)

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**ATTACHMENTS**

*Attachment 1 – Pricing*

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*Attachment 6 – Bidder Submission Checklist*

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*Attachment 10 – Contact Information and Terms and Conditions*

*Attachment 11 – Price List Update Guide*

Attachment 12 – *Authorized Reseller List*

Attachment 13 – *Category Matrix*

*Attachment 14 – Manufacturer's Certificate*

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## **SECTION I INTRODUCTION**

### **1.1 Overview**

This Solicitation is being issued by the New York State Office of General Services – Procurement Services (OGS) for certain furniture products. OGS is a New York State Agency authorized by law to establish Centralized Contracts for use by NYS Agencies and other Authorized Users, as that term is defined by State Finance Law Section 163(1)(k). The purpose of this Solicitation is to award multiple Contracts for furniture to responsive and responsible Bidders that are able to meet the terms and conditions of this Solicitation and the requirements detailed in *Section 2 – Bidder Qualifications and Service Requirements*, and whose product offerings meet the scope of this Solicitation, as detailed in *Section 1.2 – Scope*. The Contract(s) awarded as a result of this Solicitation will be for use by New York State Agencies and other Authorized Users (see Section 5.20 – *Non-State Agencies Participation in Centralized Contracts*) Statewide. Accordingly, references to the State and its Agencies as Authorized Users under this Solicitation and the ensuing Contract(s) shall encompass all such entities within the definition of “Authorized User” set forth in Appendix B – *General Specifications*.

Contract awards will be made to all responsive and responsible Bidders who meet qualifications as detailed in Section 2 - *Bidder Qualifications and Service Requirements*. The prices proposed by Bidders in response to this Solicitation are to be based upon discounts from Manufacturer List Prices.

This Solicitation outlines the terms and conditions, and all applicable information required for submitting Bids for the commodities described herein. Bidders should pay strict attention to the Bid submission date and time, as noted in Section 1.4 – *Key Events/Dates*, to prevent disqualification. To ensure compliance with Bid requirements and prevent possible disqualification, Bidders must follow the format and instructions described in Section 3.10 – *Format and Content of Bid Submission*.

### **1.2 Scope**

It is the intent of this Solicitation and subsequent Award to establish a comprehensive multiple manufacturer’s product line Contract for new, unused and in current production commercial and institutional quality furniture in the following categories listed below. **Products, including fabrics and finishes, must have an established identifying number, such as a model number, stockkeeping unit (SKU), etc., and a defined List Price. Customized furniture and/or solutions without a defined identifying number (model number, SKU, etc.), and List Price will not be allowed.** It is the State’s intent to award multiple Contracts to responsive and responsible Bidders that are able to meet the terms and conditions of this Solicitation and the requirements detailed in *Section 2 – Bidder Qualifications and Service Requirements*, and whose product offerings meet the scope of this Solicitation as described herein. Contracts will be available for use by all New York State Authorized Users (Statewide).

For the purposes of this Solicitation, furniture is described within ten (10) Furniture Product Categories, defined as follows:

1. Conference Furniture (seating and tables), includes, but is not limited to:
  - a. stacking chairs and all other seating to go with conference tables;
  - b. tables of various styles and materials suitable for conference rooms or areas from basic to executive levels; and
  - c. meeting room tables.
2. Dormitory Furniture, includes, but is not limited to:
  - a. bedroom, lounge, dining hall, in room storage and desks; and
  - b. furniture suitable for school dormitory (generally more durable and versatile than household).
3. General Purpose Tables, includes, but is not limited to:
  - a. work tables,
  - b. occasional tables; and
  - c. folding tables.
4. High Density Filing, includes, but is not limited to:
  - a. manual or powered shelving designed to take as little space as possible; and
  - b. retrieval systems.
5. Household Furniture, includes, but is not limited to:
  - a. living room, dining room and bedroom furniture suitable for community residence programs (upholstered seating and cross over to dormitory or office lounge).
6. Library Furniture, includes but is not limited to:
  - a. bookcases, display cases, tables, chairs, lounge, seating, carts and circulation desks.
7. Office Furniture, includes, but is not limited to:

- a. bookcases, casegoods, lounge, seating and tables, includes: desks, file credenzas, and storage for use in office environments made of metal and/or wood. Bookcases for office and library application furniture include case goods, filing, storage and seating for upper level Executive offices, also usable for courtrooms. This category includes upholstered seating (chairs, loveseats and sofas) and occasional tables as would be found in a waiting area and includes ergonomic task, managerial chairs and side chairs.
8. School Furniture includes, but is not limited to:
  - a. student desks, tables and seating found in classrooms for elementary schools through college; and
  - b. cafeteria tables.
9. Specialty Seating includes, but is not limited to:
  - a. big and tall seating, bariatric, gang seating (such as that found in public transportation terminals) and laboratory stools.
10. Systems Furniture, includes, but is not limited to:
  - a. products and parts to build cubicles and modular office space.

Bidder shall indicate the Furniture Product Categories offered within its Bid by marking an 'X' in each Furniture Product Category Bid within Attachment 13 - *Category Matrix* and submit with its Bid, as per Section 3 - *Bid Submission*.

**NOTE TO BIDDERS - EXCLUSIONS:**

1. Direct patient care medical furniture (for example, exam tables, wheel chairs, geriatric chairs, over bed tables, etc.), and remanufactured or refurbished furniture products, are excluded from the scope of this Solicitation.
2. Installation is excluded from the scope of this Solicitation. Installation of products such as systems furniture, high density filing systems, etc. shall be handled by the ordering entity separately from this Solicitation and resultant Contract(s) according to the Purchasing Guidelines and discretionary limits, and shall comply with wage and labor rates, and all state and local codes and public works guidelines, if applicable.

**1.3 Estimated Quantities**

The Contract(s) resulting from this Solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ) Contracts. All quantities or dollar values listed within this Solicitation are estimates. The dollar value of furniture sales, as tracked previously in the Statewide Financial System, was approximately \$90,000,000 during a four-year period. For purposes of this Solicitation, the estimated dollar value for Statewide participation over the five (5) year term is \$135,000,000.

Numerous factors could cause the actual value of the Contracts resulting from this Solicitation to vary substantially from the historical value. Such factors include, but are not limited to, the following:

- Such Contracts will be nonexclusive Contracts;
- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases;
- The individual value of each Contract is indeterminate and will depend upon actual Authorized User demand, and actual quantities purchased during the contract period; and,
- The State reserves the right to terminate any Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.

Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

By submitting a Bid, Bidder acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting Contracts could vary substantially from the estimates provided in this Solicitation.

**1.4 Key Events/Dates**

Event	Date	Time
Solicitation Release Date	Tuesday, May 1, 2018	N/A
Deadline for Submission of Intent to Bid Form	Friday, May 11, 2018	11:00 A.M. ET
Closing Date for Submitting Questions to OGS	Tuesday, May 15, 2018	5:00 P.M. ET
OGS Response to Vendor Questions	Tuesday, May 29, 2018 (approximate)	N/A

<b>Bid Submission Deadline and Bid Opening</b>	<b>Tuesday, August 14, 2018</b>	<b>11:00 A.M. ET</b>
Tentative Award Date	Friday, November 30, 2018	N/A

### **1.5 Bidder Questions**

All inquiries concerning this Solicitation **must** be addressed to the following Procurement Services Designated Contact(s) and issuing office:

<b>PRIMARY CONTACT</b>	<b>SECONDARY CONTACT</b>
Matthew Jones, Contract Management Specialist 1	Cheri McCullough, Contract Management Specialist 2
NYS Office of General Services	NYS Office of General Services
Corning Tower - 38th Floor	Corning Tower - 38th Floor
Empire State Plaza	Empire State Plaza
Albany, New York 12242	Albany, New York 12242
E-Mail: <a href="mailto:matthew.jones@ogs.ny.gov">matthew.jones@ogs.ny.gov</a>	E-Mail: <a href="mailto:cheri.mccullough@ogs.ny.gov">cheri.mccullough@ogs.ny.gov</a>

All questions regarding this Solicitation should be submitted using Attachment 7 – *Bidder Questions Form*, citing the applicable Solicitation document name and document section. The completed form must be submitted, via e-mail, to:

[OGS.sm.PS\\_CM\\_FoodFurnitureHardware@ogs.ny.gov](mailto:OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov) by the date and time indicated in Section 1.4 - *Key Events/Dates*. Questions submitted after the deadline indicated may not be answered. A Bidder is strongly encouraged to submit questions as soon as possible. Answers to all questions of a substantive nature will be provided to all prospective Bidders in the form of a question and answer document, which will be posted to the OGS website and will not identify the Bidder asking the question. Notification of this posting will be advertised in the NYS Contract Reporter. Your company/Bidder must select the “opt-in” option within the Contract Reporter ad to receive notification updates of this Solicitation.

If Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations should be submitted during the *Bidder Questions* period so that they may be given due consideration prior to the submission of Bids. See Section 3.5 - *Bid Deviations* for additional information.

Bidders are advised that OGS will not entertain any deviations to Appendix A. Deviations to Appendix B are strongly discouraged. OGS will also not entertain any exceptions to the Solicitation that are of a material or substantive nature.

### **1.6 MWBE and SDVOB Interest in Participating with Bidders**

If a New York State certified MWBE or SDVOB would like to indicate its interest in working with participating Bidders, please send an e-mail entitled “Solicitation 23109 MWBE or SDVOB INTEREST\_COMPANY NAME” to [OGS.sm.PS\\_CM\\_FoodFurnitureHardware@ogs.ny.gov](mailto:OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov) on or before Friday, May 11, 2018, 5PM ET. The e-mail content should include:

1. Company Name;
2. Contact Name and Contact Information, including Phone Number, Mailing Address and E-Mail Address;
3. Brief description of the company and the products and/or services that the company offers that are related to this Solicitation (for example “Company ABC manufactures pencils”);
4. The NYS Certification Type (Minority and/or Women-Owned or SDVOB); and
5. Include the locations in NYS the company provides the commodities and/or services in.

A list of the NYS certified MWBE and SDVOB vendors who have expressed interest in this Solicitation through the timely submission of such e-mail, will be made available to prospective Bidders through the publishing of a Bid Solicitation Update Memorandum posted through the New York State Contract Reporter.

### **1.7 Intent to Bid**

Bidders are encouraged, though not required, to submit a completed Attachment 9 - *Intent to Bid form* to [OGS.sm.PS\\_CM\\_FoodFurnitureHardware@ogs.ny.gov](mailto:OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov) by the due date listed in Section 1.4 - *Key Events/Dates*. Submission of the form allows OGS to complete a Vendor Responsibility review in advance of receipt of Bids. It also assists with providing a listing of potential Bidders interested in participating in this Solicitation. Submission of the Intent to Bid form is not a requirement in order to submit a Bid, nor does it disqualify a potential Bidder from submitting a Bid if they did not provide one.

### **1.8 New York State Contract Reporter**

Bidders must register with the New York State Contract Reporter (“NYSCR”) at <https://www.nyscr.ny.gov> in order to receive notifications about this Solicitation. Navigate to the “I want to find contracts to bid on” page to register for your free account. In order to receive e-mail notifications regarding updates to the content or status of a particular ad, you must “bookmark the ad” on the upper right hand side of the ad, then return to your Account, view your list of bookmarked ads, and then select “send me notification updates” option listed to the right of the ad. Answers to all questions of a substantive nature will be posted in the form of a question and answer document and released through the NYSCR. Any updates to Solicitation documents will also be posted and released through the NYSCR.

**If you do not opt-in to receive notification updates regarding a particular ad, you will not receive e-mail notifications regarding updates, including e-mail notifications regarding the posting of the question and answer document and updates to Solicitation documents.**

Be advised that submission of Bid responses to the Solicitation that do not reflect and take into account updated information may result in the Bid being deemed non-responsive to the Solicitation.

### **1.9 Summary of Policy and Prohibitions on Procurement Lobbying**

Pursuant to State Finance Law §139-j and §139-k, this Solicitation includes and imposes certain restrictions on communications between OGS and a Bidder during the procurement process. A Bidder is restricted from making contacts from the earliest posting, on a governmental entity’s website, in a newspaper of general circulation, or in the procurement opportunities newsletter of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller (“Restricted Period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, are identified on the first page of the Solicitation and in the MWBE Designated Contacts, SDVOB Designated Contacts and Insurance Designated Contacts sections. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award, and in the event of two findings within a four-year period, the Bidder is debarred from obtaining governmental Procurement Contracts for four years. Further information about these requirements can be found on the OGS website: <https://www.ogs.ny.gov/acpl/>

### **1.10 Glossary**

Capitalized terms used in this Solicitation shall be defined in accordance with Appendix B – *Definitions*, or as below:

**“Bid Deviation”** shall refer to any variance submitted or proposed by a Bidder, which deviates from, adds extraneous terms to, conflicts with or offers an alternative to any term, condition, specification or requirement of the Solicitation.

**“Business Day”** shall refer to Monday through Friday from 8:00 A.M. – 5:00 P.M. ET, excluding NYS Holidays and federal holidays.

**“Electronically Searchable Price List (Price List)”** shall mean text and numeric digits can be searched for and found electronically within the document by using the software’s ‘find’ function within the document.

**“MWBE”** shall refer to a business certified with NYS Empire State Development (“ESD”) as a Minority- and/or Women-Owned Business Enterprise.

**“NYS Holidays”** refers to the legal holidays for State employees in the classified service of the executive branch, as more particularly specified on the website of the NYS Department of Civil Service. This includes the following: New Year’s Day; Martin Luther King Day; Washington’s Birthday (observed); Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran’s Day; Thanksgiving Day; and Christmas Day.

**“NYS Vendor ID”** shall mean the ten-character identifier issued by New York State when a vendor is registered on the Vendor File.

**“Preferred Source Products”** shall refer to those Products that have been approved in accordance with State Finance Law §162.

**“Preferred Source Program”** shall refer to the special social and economic goals set by New York State in State Finance Law § 162 that require a governmental entity purchase select Products from designated organizations when the Products meet the

“form, function and utility” requirements of the governmental entity. Under State Finance Law § 163, purchases of Products from Preferred Sources are given the highest priority and are exempt from the competitive bidding requirements. The New York State Preferred Sources include: The Correctional Industries Program of the Department of Corrections and Community Supervision (“Corcraft”); New York State Preferred Source Program for People Who Are Blind (“NYSPSP”); and the New York State Industries for the Disabled (“NYSID”). These requirements apply to state agencies, political subdivisions and public benefit corporations (including most public authorities).

“**Procurement Services**” shall refer to a business unit of OGS, formerly known as New York State Procurement (“NYSPRO”) and Procurement Services Group (“PSG”).

**“Retail Price (List Price/MSRP)” shall mean the price at which a Manufacturer or Distributor recommends their Products be sold commercially, either nationally or regionally. This applies even if the Manufacturer or Distributor names this recommended pricing differently.**

“**SDVOB**” shall refer to a NYS-certified Service-Disabled Veteran Owned Business.

### **1.11 Appendix A**

Appendix A, Standard Clauses For New York State Contracts, dated January 2014, attached hereto, is hereby expressly made a part of this Solicitation as if set forth at length herein. **Please retain this document for future reference and do not return to OGS as part of the Bid submission.**

### **1.12 Appendix B**

Appendix B, *General Specifications*, dated April 2016, attached hereto, is hereby expressly made a part of this Solicitation as fully as if set forth at length herein and shall govern any situations not covered by this Bid Document or Appendix A. **Please retain this document for future reference and do not return to OGS as part of the Bid submission.**

### **1.13 Appendix C**

Appendix C, Contract Modification Procedures, attached hereto, is hereby expressly made a part of this Solicitation as fully as if set forth at length herein.

### **1.14 Attachments**

Attachments 1-13, listed on page 5, attached hereto, are hereby expressly made a part of this Solicitation as fully as if set forth at length herein.

### **1.15 Conflict of Terms and Conditions**

Conflicts among the documents shall be resolved in the following order of precedence:

1. Appendix A, Standard Clauses for New York State Contracts;
2. The Solicitation;
3. Appendix B, General Specifications;
4. All other appendices and attachments to the Solicitation;
5. **The Bidder's Bid.**

## **SECTION 2 BIDDER QUALIFICATIONS AND SERVICE REQUIREMENTS**

### **2.1 Qualifications**

Bidder is advised that the State's intent in having the requirements listed below is to ensure that only qualified and reliable Contractors perform the work of the resulting Contract. Any Bid not meeting these requirements may be deemed non-responsive and denied further consideration for award. Bidder shall have the burden of demonstrating to the satisfaction of Procurement Services that it can perform the work required. Procurement Services retains the right to request any additional information pertaining to the Bidder's ability, qualifications, financial capacity, financial stability, and procedures used to accomplish all work under the resulting Contract as it deems necessary to ensure safe and satisfactory work. A Bidder shall meet the following qualifications:

#### **2.1.1 Bidder Qualifications:**

- A. A Bidder must be either:
  1. An established Manufacturer of the products bid, or
  2. An Authorized Representative of an established Manufacturer of the products bid.
- B. Any Authorized Representative hereby guarantees that:
  1. It is an Authorized Representative of the Manufacturer;

2. The Manufacturer has agreed to supply such Authorized Representative with all quantities of products required to fulfill its obligations under any resultant Contract with the State, and
  3. The Authorized Representative will provide a **completed and signed Attachment 14 - Manufacturer's Certificate**, acknowledging this level of support, with the Bid. If such Manufacturer's Certificate is not submitted with the Bid, Bidder must provide within three (3) business days of request by OGS, (via e-mail is acceptable).
- C. A Bidder must have maintained an organization capable of performing the work described in this Solicitation, in continuous operation, for a minimum of three (3) years immediately prior to the Bid Opening date in Section 1.4 - *Key Events/Dates*. By the Bid Opening date, such organization has adequate inventories of the products offered, and is capable of processing and shipping large numbers of orders to various destinations Statewide.
- D. A Bidder must currently hold at least one Government Entity contract (GSA contract, State contract, Local Governmental Entity contract, BOCES contract, Governmental Cooperative contract, etc.) for Furniture products included in Section 1.2 *Scope*, by the Bid Opening date in Section 1.4 - *Key Events/Dates*.
1. Proof shall be provided in the form of a current active contract, to include: contract number and description, contract term dates, copy of current contract price list, including, at a minimum, the Item Number, Item Description, List Price, Discount Percentage and Net Price; contact name, telephone number and e-mail address of the contracting entities' contract administrator.
  2. Bidder shall submit such proof of currently held Government Entity contract with the Bid. If proof is not submitted with the Bid, Bidder must provide within three (3) business days of request by OGS, (via e-mail is acceptable).
- E. A Bidder must have past sales revenue for Furniture products included in Section 1.2 - *Scope*, in excess of \$400,000.00 annually, for a minimum of three (3) consecutive years immediately prior to the Bid Opening Date, to one or more Government Entities (GSA, State, Local, BOCES, Governmental Cooperative, etc.) and/or those Authorized Users as defined herein who are eligible to use State contracts (Political Subdivisions, Schools, Not for Profits, etc.).
1. Required proof of past sales revenue will be in the form of a summary (Proof of Past Sales Revenue – in Excel format) of the annual total sales reported under a current or previous Government Entity contract(s) (GSA contract(s), State contract, Local Governmental Entity contract(s), BOCES contract(s), Governmental Cooperative contract(s), etc.) and contain, at a minimum, the Contract Number the sale(s) were made under, the Government Entity name, product item number and description, date of sale, List Price, discount percentage, and net sale amount. Bidders may use past sales revenue for the Furniture Product Categories Bid (see Attachment 13 – *Category Matrix*).
- Proof of past sales revenue may include, but are not limited to:
- a. sales made under successful bids to Government Entities, for example, (GSA contract(s), State contract, Local Governmental Entity contract(s), BOCES contract(s), Governmental Cooperative contract(s), etc.); and
  - b. past sales revenue for Furniture products included within Section 1.2 – *Scope*.

NOTE TO BIDDERS: OGS reserves the right to waive any or all of the requirements pertaining to Past Sales, if deemed to be in the best interest of the State.

## **2.2 Service Requirements**

### **2.2.1 Delivery:**

- A. All Bidders will be required to offer inside delivery, which may be at an additional cost represented by a percentage above the net price charged, and may be charged at a different percentage rate for Downstate and Upstate. For this Solicitation, Downstate is defined as the Metropolitan NYC area, which includes the following nine (9) counties: Rockland, Westchester, Nassau, Suffolk, Queens, Kings, New York, Bronx and Richmond. Upstate is defined as the rest of New York State.
- B. Inside delivery is intended for essentially free standing furniture when the Authorized User is unable to bring it from the dock to the point of use. It shall consist of removal from truck, bringing to point of use, uncrating, minor assembly (for example: attach hutch to desk or credenza, attach a return, set shelves in bookcase and leveling), removal of debris and leaving ready for use. Inside delivery cannot be applied to installation, such as systems furniture and high density filing, which is not included in the scope of this Solicitation.

The inside delivery fee may not be used to assemble furniture shipped KD (“Knocked Down”). (See Section 2.2.9 - *Delivery Condition*).

The inside delivery fee shall be based on the following conditions:

1. Delivery location has a loading dock or off street loading area;
  2. The delivery will be to the same floor as the loading dock or there is a freight elevator available;
  3. The delivery may be completed during regular working hours;
  4. Delivery fee must be agreed to by the Authorized User and Contractor prior to delivery; and
  5. Deviations from the above shall require a separate non-contract negotiation by the Authorized User at the time of order.
- C. Delivery shall be expressed in number of calendar days required to make delivery after receipt of a Purchase Order. Product is required as soon as possible and guaranteed delivery may be considered in making award. Delivery shall be made in accordance with instructions from the Authorized User included on the Purchase Order. If there is a discrepancy between the Purchase Order and what is listed on the Contract, it is the Contractor’s obligation to seek clarification from the Authorized User and, if applicable, from OGS Procurement Services.
- D. Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State, as designated by the ordering agency including dock delivery and tailgating of load, which means bringing the truck to the loading dock or loading area and bringing the load to the tailgate of the truck for agency personnel to remove the load without entering the truck. In addition, upon agreement, delivery locations may be expanded per the "Extension of Use" clause.
- E. The Bidder may allow multiple delivery points from the same Authorized User, at their discretion, at the time the order is placed, and/or prior to delivery.

#### **2.2.2 Authorized Resellers:**

OGS agrees to permit Bidders to utilize approved Authorized Resellers to participate as alternate distribution sources pertaining to this Solicitation. Authorized Resellers may be added quarterly during the Contract term, or extension, provided that the Awarded Bidder complies with all of the Reseller Requirements set forth below. There are no set minimum or maximum number of Authorized Resellers who may be used; however, such participation is subject to the following conditions:

#### **Authorized Reseller Requirements:**

- A. Designation of Authorized Reseller(s): Bidder/Contractor shall specify within Attachment 12- *Authorized Reseller List*, whether orders must be placed directly with Bidder/Contractor, or may be placed directly with Authorized Reseller(s). If Authorized Reseller(s) are designated to fulfill orders under this Contract, issue invoices and receive payment, and do not possess a New York State Vendor ID number, the Bidder/Contractor must provide OGS, in advance, with an Office of the State Comptroller (OSC) Substitute W-9 form [https://ogs.ny.gov/BU/RE/Retail/2017/18316\\_18317/Substitute2017.pdf](https://ogs.ny.gov/BU/RE/Retail/2017/18316_18317/Substitute2017.pdf), which should be completed by each of the Authorized Reseller(s), and submitted to the Office of General Services. OGS will initiate the vendor registration process for all Bidders recommended for Contract Award and their Authorized Reseller(s). Once the process is initiated, such registrants will receive an e-mail from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. **All Authorized Reseller(s) must be approved in advance by OGS.**
- B. If the Bidder/Contractor allows Authorized Reseller(s) to participate in the Contract, requests to add or delete Authorized Reseller(s) or to modify their information must be submitted by the Contractor for prior approval of OGS. Submissions for the addition and/or deletion of Authorized Reseller(s) will be accepted quarterly, during January, April, August and December, each during a two-week period only, which will be determined solely by OGS; for example, between April 1st through April 15th, and December 15th through December 31st. Contractors will be notified, via email, by the OGS Contract Management Specialist, in advance of the allowable timeframe for submissions, and provided with the current information and template(s) for the update. Contractors must utilize Attachment 12 – *Authorized Reseller List* for each submission. OGS reserves the right to give first consideration to substantially complete submissions, as well as to deny revisions to a Contractor’s Authorized Reseller List whereas the Contractor is delinquent regarding administrative requirements, including, but not limited to, the submission of Attachment 8 - *Report of Contract Usage*, and/or proof of Insurance requirements. In addition, OGS reserves the right to deny revisions to a Contractor’s Authorized Reseller list during the last six (6) months of the Contract term.

- C. Bidders should submit with their Bid a listing of Authorized Reseller(s) chosen to fulfill orders, and/or payments under this Solicitation and subsequent Award, within Attachment 12 – *Authorized Reseller List*, and note whether the Authorized Reseller is a Minority or Women Owned Business Enterprise (MWBE), a Service-Disabled Veteran Owned Business (SDVOB), or a New York State Small Business (SB). Should the Bidder allow the Authorized Reseller to take orders, ship direct, or accept payments, they must note such within the Attachment. All Authorized Resellers chosen to fulfill orders to include, though not limited to, issuing invoices and receiving payments, must be authorized by OGS.

**2.2.3 Catalogs:**

Contractor shall be required to furnish, without charge, to Authorized Users that request them, catalog(s) and Price Lists identical to those accepted with their Bid, including any changes (additions, deletions, etc.) pursuant to the Contract. Catalogs and Price Lists provided must reflect all products excluded from the resultant Contract, either through the omission of those portions or by obvious indications, within the catalogs and Price Lists. All offerings within the Catalog must match the Item Numbers, and Product Descriptions of the offerings listed within the Contract, and clearly indicate whether the pricing is List Price, or Net Contract Pricing. List Pricing, or Net Contract Pricing indicated within the Catalog must match that listed under the Contract.

Catalogs and Price Lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting Authorized User. In the case of discrepancies regarding products and/or pricing between the catalog or Price List furnished by the Contractor to the Authorized user, in either electronic or hard copy formats, the products and pricing approved by OGS, in effect and posted on the OGS website, per the Contract, shall always take precedence. Upon request, the Contractor shall assist Authorized Users in the use of catalogs and Price Lists.

**2.2.4 Finishes:**

All finishes shall be applied in accordance with the highest industry standards to assure the longest possible durability. All materials used must be lead-free and shall meet all OSHA Standards in place at the time of manufacture. Material Safety Data Sheets (MSDS) shall be made available upon request. Colors shall be manufacturer's standard offering and shall be designated at the time of order.

**2.2.5 Workmanship:**

The assembly and finishing of all component parts shall be of the highest quality workmanship and comply with all applicable industry standards as set forth by, but not limited to, UL, ANSI/BIFMA, ASTM or OSHA.

All upholstery shall be free of loose stitching, raw edges, ripples or sagging. The finished product shall be neat, trim and visually acceptable.

Cushion covers on removable cushions shall be easily removable for replacement and/or cleaning. Complete instructions for cushion and cushion cover removal and cleaning shall be included with, but not attached to, each piece of furniture delivered.

**2.2.6 Flammability:**

- A. All textiles shall meet the flammability requirements of NFPA 260 latest update at the time of Bid submission when tested in accordance with the methods of that standard.
- B. **For upholstered furniture compliant with TB 117-2013, furniture shall be free of intentionally added flame retardant chemicals, excluding electrical components. Further, all upholstered furniture complying with TB 117-2013 shall be labeled consistent with the manner described in Section 19094 of the California Business and Professions Code as of September 1, 2016 and shall be labeled as not containing flame retardant chemicals.**
- C. Compliance with Cal. 133 shall be available at an extra cost, if necessary.
- D. Certified Laboratory Test Results or Certificate of Compliance with Flammability Requirements on ALL upholstering fabrics and foam shall be submitted to OGS Procurement Services, upon request.

**2.2.7 Construction:**

Construction shall be Manufacturer's standard design and construction resulting in good durability in high use environments. Whenever possible, cushions on upholstered furniture should be easily removable for cleaning and covers should be easily removable for laundering and replacement.

**2.2.8 Decorating Aids, Catalogs, And Price Lists:**

Bidder shall provide to Authorized Users, upon request and at no additional charge, the following items:

- A. Quantities of fabric swatches to facilitate the interior decoration of their facilities. The swatches shall be 3" x 3" **or larger, per Contractor availability**, and be available for all regularly stocked fabrics.
- B. Photographs **or drawings** of the furniture that clearly show the product size, manufacturer name and model number of

each piece, and finish blocks for all finishes.

C. Price Lists and/or catalogs (as per Section 2.2.3 - *Catalogs*), and/or appropriate excerpts.

OGS must determine that the Bidder meets all the above requirements for the Bidder to be found responsive, as that term is defined in State Finance Law §163(1)(d). OGS reserves the right to verify all information provided by Bidder.

Bidders, if requested, shall provide a minimum of three (3) references within five (5) business days of request. References shall be governmental accounts, and shall demonstrate the ability of the vendor to fulfill contract requirements similar in scope to the size, nature and complexity of the outlined Bid. References shall include: Government/Customer name, address, contact person, telephone number, e-mail address, and number of years Bidder has provided the services to the referenced account.

### **2.2.9 Delivery Condition:**

All furniture with the exception of systems furniture, high density filing, frame type beds where side rails are attached to head and foot boards without the use of tools and dining room tables shall be delivered fully assembled and ready for use. No “KD” furniture shall be accepted unless contractor’s representative is present to assemble it upon receipt. Other exceptions may be made with prior agreement between the contractor and ordering agency.

**IMPORTANT NOTE:** Failure to meet any of the above qualifications within Section 2 – *Bidder Qualifications and Service Requirements*, in whole or in part, may result in a rejection of the Bid of that Bidder as non-responsive.

## **SECTION 3 BID SUBMISSION**

### **3.1 Notice to Potential Bidders**

Receipt of Bidder’s Bid by OGS does not indicate that OGS has pre-determined a Bidder’s qualifications to receive a Contract award. Such determination shall be based on the evaluation of a Bid compared to the specific requirements and qualifications contained in this Solicitation.

### **3.2 Performance and Bid Bonds**

There are no bonds for this Contract. The Commissioner of OGS has determined that no performance, payment or Bid bond, or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract shall be required at any time during the Term of the resulting Contract.

### **3.3 New York State Vendor File Registration**

Prior to being awarded a Contract pursuant to this Solicitation, the Bidder(s) and any Authorized Reseller(s) who accept payment directly from the State, must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, unique New York State Ten-digit vendor identification numbers will be assigned to your company and to each of your Authorized Resellers (if any) for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York.

If Bidder is already registered in the New York State Vendor File, the Bidder must enter its Vendor ID on the first page of this Solicitation. Authorized resellers already registered should list the Vendor ID number along with the Authorized Reseller information. (The Vendor ID number is not the same as a SOCIAL SECURITY NUMBER or a TIN/FEIN number.)

If the Bidder is not currently registered in the Vendor File, the Bidder must request assignment of a Vendor ID from OGS. Bidder must complete the OSC Substitute W-9 Form ([http://www.osc.state.ny.us/vendors/forms/ac3237s\\_fe.pdf](http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf)) and submit the form to OGS in advance of Bid submission. Please send this document to the Designated Contact identified in the Solicitation. In addition, if an Authorized Reseller is to be used that does not have a Vendor ID, an OSC Substitute W-9 form should be completed by each Authorized Reseller and submitted to OGS. OGS will initiate the vendor registration process for all Bidders and Authorized Resellers. Once the process is initiated, registrants will receive an e-mail identifying their Vendor ID and instructions on how to enroll in the online Vendor Self-Service application.

For more information on the Vendor File please visit the following website: [http://www.osc.state.ny.us/vendor\\_management](http://www.osc.state.ny.us/vendor_management)

### **3.4 Vendor Responsibility For Accuracy**

Bidders are responsible for the accuracy of their Bids. All Bidders are directed to take extreme care in developing their Bids. Bidders are cautioned to carefully review their Bids prior to Bid submission, as requests for Bid withdrawals of any type may not be granted. All exceptions and deviations must be noted in Bids, otherwise the Bid will be considered in full compliance with

requirements and no adjustments may be made after award is issued. Bidders, in the preparation of their Bids, should maintain complete and accurate calculation worksheets, which clearly support their submissions.

If an incorrect reference, parameter, model, code number, component, product, etc. is stated by OGS or by the Bidders, the correct reference shall prevail, and the proper alternative or corrected reference may be considered. Bidders are advised to raise any issues or questions regarding any such incorrect references during the Bidder Inquiry period so that it may be addressed by OGS prior to the deadline for submission of Bids.

### **3.5 Bid Deviations**

Bids must conform to the terms set forth in the Solicitation. As set forth in Section 1.5 - *Bidder Questions*, if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations should be submitted during the *Bidder Questions* period so that they may be given due consideration prior to the submission of Bids. Material deviations (including additional, inconsistent, conflicting, or alternative terms) submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid.

Bidder is advised that OGS will not entertain any exceptions to Appendix A (Standard Clauses for New York State Contracts). OGS will also not entertain exceptions to the Solicitation or Appendix B (General Specifications) that are of a material and substantive nature.

Extraneous terms submitted on standard, pre-printed forms (including, but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract, but shall be deemed included for informational or promotional purposes only.

### **3.6 Responsiveness**

To be considered responsive, a Bidder must submit a Bid that satisfies and addresses all requirements stated in the Solicitation. A Bid that fails to conform to all requirements may be considered non-responsive and may be rejected.

### **3.7 Incorporation**

Portions of the successful Bidder's Bid and of this Solicitation shall be incorporated into a final Contract, with a separate document executed by Contractor and OGS. A final Contract will be formalized either through a separate contract document or through a contract award letter incorporating the Bid, each having its own provision governing conflict of terms.

### **3.8 Bid Liability**

The State of New York will not be held liable for any cost incurred by the Contractor for work performed in the production of a Bid or for any work performed prior to the formal execution of a Contract.

### **3.9 Firm Offer**

Bids must remain open and valid for at least one-hundred-eighty (180) calendar days from the due date unless the time for awarding the contract is extended by mutual consent of OGS and the Bidder. A Bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 180 calendar-day period until either tentative award of the Contract by OGS is made or withdrawal of the Bid in writing by the Bidder.

### **3.10 Format and Content of Bid Submission**

The complete Bid package must be received by OGS Procurement Services by the date and time of the Bid Opening, as per Section 1.4 - *Key Events/Dates*. Late Bids shall be rejected, except as provided by Appendix B, *Late Bids*. Any Bid pricing or portions thereof submitted on CD or flash drive that are incomplete or that cannot be opened/accessed may be rejected. With respect to any Bid documents in Excel format, only those cells provided for entering Bid pricing and information are to be accessed by the Bidder.

E-mail or facsimile Bid submissions are not acceptable.

It is recommended that the Bidder open, review and save/download all electronic files to the Bidder's hard drive and/or to a secure back-up. Only completed files (in the specified format) should be saved to a CD or flash drive.

Bidders are responsible for the accuracy of their Bids. All Bidders are directed to take extreme care in developing their Bids. Bidders are cautioned to carefully review their Bids prior to Bid submission. A Bid that fails to conform to all requirements of the Solicitation may be considered non-responsive and may be rejected.

Bidder shall submit the entire Bid on CD or flash drive (electronic format), and/or in folder format, in accordance with the

instructions below. Bids are to be submitted on both electronic media and hard copy/paper document, where requested. Bids not submitted on electronic media or not formatted properly may be rejected.

**Items listed below are required in paper copy with original ink signature, where noted.** CDs or flash drives, as well as folders, should be labeled with the name of the Bidder and Solicitation number #23109. A complete Bid consists of ONE (1) copy of each of the following in the format listed (NOTE: all Excel documents shall NOT be locked or password protected by Bidder):

**1. Electronic (CD or flash drive) containing:**

- a) Completed Pages 1 and 2 of the Solicitation (signed and scanned) (PDF);
- b) **Electronically Searchable Price List (such as Attachment 1 – Pricing, a PDF catalog or manufacturers Price List (PDF or Excel);** (see Section 2 below for additional requirements)
- c) Completed Attachment 2 – *NYS Required Certifications* (signed and scanned) (PDF);
- d) Completed Attachment 3 – *Encouraging Use of NYS Businesses* (PDF);
- e) Completed Attachment 4 – *Insurance Requirements* (All necessary proof of insurance as outlined) (PDF);
- f) Completed Attachment 5 – *Bidder Information Questionnaire* (Excel);
- g) **Completed Attachment 6 – *Bidder Submission Checklist* (Excel);**
- h) Completed Attachment 10 – *Contact Information and Terms and Conditions* (Excel);
- i) Completed Attachment 12 – *Authorized Reseller List*, if applicable (MS Word);
- j) Completed Attachment 13 – *Category Matrix* (Excel);
- k) **Completed Attachment 14 – *Manufacturer's Certificate* – (PDF);**
- l) **Completed Attachment 15 – *EO177 Certification* - (signed and scanned) (PDF);**
- m) Completed ST-220-CA – *Contractor Certification* (signed/notarized and scanned) (PDF);
- n) Proof of Past Sales Revenue – (Excel); and
- o) Proof of Current Government Contract – (PDF).

**2. Requirements for Pricing:**

- a) Price Lists must be electronically searchable. Attachment 1 – Pricing may be used; however, it is not required.
- b) Price Lists must include base models, as well as options and/or upgrades; each must have an identifying number (model number/item number/SKU, etc.), and List Price.
- c) Price Lists should contain only those Categories and items which correspond to the Bidder's submission of Attachment 13 – *Category Matrix* and are within the Scope of the Solicitation.
- d) All Bidder Price List submissions should be provided in a single/combined PDF document, vs. multiple individual PDF documents, where possible.

**Requirements for Attachment 1 – Pricing (if used) in Electronic Format ONLY (Microsoft Excel, NOT LOCKED):**

Do not change the spreadsheet structure. Any changes may result in rejection of Bid.

**3. A folder containing hard copy versions, with original ink signature, of each of the following:**

- a) Completed Pages 1 and 2 of the Solicitation (**signed in ink**);
- b) Completed Attachment 2 – *NYS Required Certifications* (**signed in ink**);
- c) **Completed Attachment 15 – *EO177 Certification* (signed in ink), and;**
- d) Completed ST-220-CA – *Contractor Certification* (**signed/notarized**) (**signed in ink**).

**3.10.1 Notes to Bidder:**

1. Do not include hard copies of documents within the folder other than what is requested herein.
2. Do not provide Attachment 1 – *Pricing or other searchable Price List* in hard copy.
3. Do not return copies of Appendices A and B with your Bid.
4. Bidder should note that a completed electronic copy of Attachment 1 – *Pricing* or other **Electronically Searchable Price List** is required. Bidders must provide a discount; full List Price will not be accepted. Price List submissions that direct Authorized Users to contact the manufacturer or Authorized Dealer for pricing, and/or do not contain List Pricing may be rejected, and the Bidder may be considered non-responsive, with no further consideration for contract award.  
Failure by a Bidder to submit **Electronically Searchable** pricing may result in automatic rejection of that Bidder's Bid and no further consideration for award. Failure to submit pricing includes missing or incomplete pricing; electronic media that does not allow for review/retrieval of information contained within; failure to complete all tabs and/or columns **within Attachment 1 - Pricing**, as per the Instructions within the Pricing Excel Worksheet/Workbook and/or failure to provide Pricing in unlocked Excel Format.
5. In the case of discrepancies between paper copies and/or electronic media submissions of the documents required in both formats, the electronic (CD or flash drive) copy shall take precedence over the paper copy.
6. **In the case of discrepancies between Electronically Searchable Price Lists, the Price List with the lowest price shall take precedence.**

7. A Bidder should note that any indicators or messages that have been built into the Attachments are informational only and provided solely for the purpose of assisting Bidders in completing the Attachments. The presence or absence of notes or indicators is not a determination by the State as to the sufficiency of the Attachments with respect to the Solicitation requirements. Bidders remain responsible for reviewing the Attachments to ensure compliance with the Solicitation requirements.

### **3.11 Bid Envelopes and Packages**

All Bids must have a label on the outside of the box or package itemizing the following information:

1. BID ENCLOSED (preferably bold, large print, all capital letters);
2. Bid Number (Solicitation #23109);
3. Bid Opening Date and Time (as per Section 1.4 – *Key Events/Dates*), Tuesday, **August 14**, 2018 at 11:00 A.M. ET); and
4. The number of boxes or packages (e.g., 1 of 2; 2 of 2).

Failure to complete all information on the Bid envelope and/or package may necessitate the opening of the Bid prior to the scheduled Bid Opening.

### **3.12 Bid Delivery**

Bids shall be delivered to the following address on or before 11:00 A.M. ET, on or before the Bid Opening date listed in the *Key Events/Dates* section:

**State of New York Executive Department  
Office of General Services  
Procurement Services  
Corning Tower - 38th Floor Reception Desk  
Empire State Plaza  
Albany, NY 12242  
Solicitation #23109**

Bidder assumes all risks for timely, properly submitted deliveries. The time of Bid receipt is determined by OGS according to the clock at the above-noted location. A Bidder is strongly encouraged to arrange for delivery of Bids to OGS prior to the date of the Bid Opening. Late Bids shall be rejected, except as provided in Appendix B, *Late Bids*. All Bids and accompanying documentation shall become the property of the State of New York and shall not be returned.

### **3.13 Important Building Access Procedures**

To access the Corning Tower, all visitors must check in by presenting photo identification at the information desk. Delays may occur due to a high volume of visitors. Visitors conducting Procurement Services business are encouraged to pre-register for building access by contacting the Procurement Services receptionist at (518) 474-6262 at least 24 hours prior to the visit. Visitors who are not pre-registered will be directed to a designated phone to call the Procurement Services receptionist. The receptionist will register the visitor at that time but delays may occur. Building access procedures may change or be modified at any time.

### **3.14 Bid Opening Results**

Procurement Services posts Bid information on the OGS web page. The web page makes available information about the list of Bidders that responded to the Solicitation, and may or may not include pricing. Such information is anticipated to be available online within two (2) business days after the completion of the Bid Opening. The Bid Opening Results Page is available at: <https://nyspro.ogs.ny.gov/nyspro-Bid-openings>. NOTE: Due to the large number of anticipated responses to this Solicitation, there may be limited space available for in-person attendance to the Bid Opening. Bidders interested in attending the Bid Opening in person are strongly encouraged to contact the Designated Contact to inquire about seating availability. OGS reserves the right to deny in-person attendance for this Solicitation.

### **3.15 New York State Reserved Rights**

New York State reserves the right, in its sole discretion, to:

- A. Reject any or all Bids received in response to the Solicitation;
- B. Withdraw the Solicitation at any time at the sole discretion of the State;
- C. Make an award under the Solicitation in whole or in part;
- D. Disqualify any Bidder whose conduct and/or Bid fails to conform to the requirements of the Solicitation;
- E. Seek clarifications and revisions of the Bid;
- F. Amend the Solicitation prior to the Bid Opening to correct errors or oversights, or to supply additional information as it

becomes available;

- G. Direct Bidders, prior to the Bid Opening, to submit Bid modifications addressing subsequent Solicitation amendments;
- H. Change any of the schedule dates with notification through the NYS Contract Reporter;
- I. Eliminate any mandatory, non-material requirements that cannot be complied with by all of the prospective Bidders;
- J. Waive any requirements that are not material;
- K. Utilize any and all ideas submitted in the Bids received;
- L. Adopt all or any part of a Bidder's Bid in selecting the optimum configuration;
- M. Negotiate with a Bidder within the Solicitation requirements to serve the best interests of the State. This includes requesting clarifications of any or all Bids;
- N. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's Bid and/or to determine a Bidder's compliance with the requirements of the Solicitation;
- O. Select and award the Contract to other than the selected Bidder in the event of unsuccessful negotiations or in other specified circumstances as detailed in the Solicitation;
- P. Accept and consider for Contract Award Bids with non-material Bid Deviations or non-material Bid defects such as errors, technicalities, irregularities, or omissions;
- Q. Use any information which OGS obtains or receives from any source and determines relevant, in OGS's sole discretion, for the purposes of bid evaluation and Contractor selection;
- R. Consider a proper alternative where an evidently incorrect reference/parameter/component/product/model/code number is stated by the State or the Bidder;
- S. Reject an obviously unbalanced Bid as determined by the State;
- T. Conduct Contract negotiations with the next responsible Bidder, should the Agency be unsuccessful in negotiating with the selected Bidder;
- U. Make no award for any Product, Region, or Lot, as applicable, for reasons including, but not limited to, unbalanced, unrealistic or excessive Bidder pricing, a change in Authorized User requirements and/or products, or an error in the Solicitation (e.g., use of incorrect reference, pack size, description, etc.). In such case, evaluation and ranking of Bids may be made on the remaining products, regions, or lots;
- V. Offer a Bidder the opportunity to provide supplemental information or clarify its Bid, including the opportunity to explain or justify the balance, realism, and/or reasonableness of its pricing;
- W. Award Contracts on a rolling or staggered start basis (i.e. supplemental awards), either in whole or in part. Contracts awarded in this method shall be coterminous with the first Contract awarded as a result of this Solicitation; and
- X. Unilaterally make revisions, changes and/or updates to any templates, Appendices (excluding Appendices A and B) and/or Attachments to this Contract without processing a formal amendment and/or modification.

### **3.16 Incorporation**

Portions of the successful Bidder's Bid and of this Solicitation shall be incorporated into a final Contract, with a separate document executed by Contractor and OGS. A final Contract will be formalized either through a separate contract document or through a contract award letter incorporating the Bid, each having its own provision governing conflict of terms.

### **3.17 NYS Required Certifications**

A Bidder is required to submit a signed Attachment 2 - *NYS Required Certifications* with its Bid. Failure to submit these documents may result in Bid being considered non-responsive and may result in a Bid being rejected.

## **SECTION 4 METHOD OF AWARD**

### **4.1 Method of Award**

Awards shall be made to all responsive and responsible Bidders that are able to meet the terms and conditions of this Solicitation and the requirements detailed in Section 2 - *Bidder Qualifications and Service Requirements*, and whose product offerings meet the Scope of this Solicitation, as detailed in Section 1.2 - *Scope* and whose prices indicate that those products will be provided at a reasonable price as determined by the NYS OGS. Reasonable prices may be determined by, but not limited to, reviewing prices on any current or previously awarded Government Entity contract and/or pricing offered by other Bidders for this Solicitation. Pricing shall be a discount from Manufacturer's List Price, and shall be equal to or better than any other offered to another Government Entity for the same type of products. Discounts will be confirmed by comparison with other Government Entity contracts held by the Bidder. The Bidder must supply copies of their current contract Price Lists with other Government Entities indicating the discount percentage, as per Section 2.1 - *Qualifications*. After the Bid Opening, each Bid will be screened for completeness and conformance with the stated Bidder Qualifications for Bid submission, as set forth in Section 2 of this Solicitation. Any Bid not meeting these requirements may be deemed non-responsive and denied further consideration for award.

Bids will be reviewed to ensure that the Bidder has provided all required Attachments, completed in full, and in original hard

copy, where requested. Failure by a Bidder to provide properly completed required documents and/or Attachments may result in their Bid being deemed non-responsive and denied further consideration for award. NOTE TO BIDDERS: OGS reserves the right to give first consideration to Bids which are substantially complete over those that are not, and to make awards on a rolling or staggered start basis, as per Section 3.15 - *New York State Reserved Rights*, as deemed necessary and determined solely by OGS Procurement.

Bidder must be financially stable and able to demonstrate the financial stability of the company. In addition to sales history, current financial statements or other financial information, as requested and deemed appropriate by OGS, must be provided within five (5) business days of request. New York State reserves the right to reject any Bidder who does not demonstrate financial stability sufficient for the scope of this contract.

The Commissioner reserves the right to evaluate and/or reject any and all Bids, in whole or in part and to waive technicalities, irregularities and omissions if in his or her considered judgment, the best interests of the State will be served. In the event satisfactory Bids, fully in accord with the Bid documents, are not received, the Commissioner reserves the right to consider late or non-conforming Bids as stipulated in "Late Bid" clause of Appendix B – *General Specifications*.

The New York State Office of General Services Procurement Services reserves the right to hold Periodic Recruitment during the contract period if it is deemed to be within the best interest of the State. During a Periodic Recruitment, Bidders responding to the Periodic Recruitment shall be required to submit this original Solicitation document, which may include an addendum containing additional applicable statutory requirements currently in effect when the new Solicitation/Invitation for Bids is issued. Bids received during Periodic Recruitment shall be evaluated under similar terms and conditions as Bids received for the original Solicitation. Once awarded a contract under the original Solicitation, a Contractor may not resubmit a Bid for future consideration until the new Solicitation/Invitation for Bids is issued. Notice of such Periodic Recruitment will be posted in the NYS Contract Reporter for a minimum of fifteen (15) business days prior to the submission due date.

#### **4.2 Minor Deviations/Minor Technicality**

The State reserves the right to have the flexibility to consider Bids with minor deviations or technicalities and to waive minor deviations or technicalities that may be consistent with the intent and scope of the Solicitation. This flexibility may permit a reasonable outcome in cases where the results of a fair, competitive process are clear but the award of a Contract is threatened due to a minor technicality or a minor deviation.

#### **4.3 Notification of Award**

Tentative Contract award(s) shall consist of written notice, via e-mail, to that effect by OGS to a selected Bidder, who shall execute a Contract upon a determination by OGS that the Bidder is responsive and responsible.

Non-awardees will also be notified, via e-mail, that their Bid was not selected for award.

## **SECTION 5 TERMS AND CONDITIONS**

### **5.1 Contract Period**

The Contract(s) awarded shall be in effect for a term of five (5) years. The Contract(s) period(s) shall commence after all necessary approvals, and shall become effective upon mailing or electronic communication of the final executed documents (see Appendix B, *Contract Creation/Execution*).

### **5.2 Procurement Instructions**

The Contracts resulting from this Solicitation will be centralized Contracts issued under a multiple award structure. Before proceeding with a purchase, an Authorized User shall check the list of Preferred Source offerings and must comply with State Finance Law §162, which requires that agencies afford first priority to the commodities or services of Preferred Source suppliers such as the Division of Correctional Industries (Corcraft), the New York State Preferred Source Program for People who are Blind (NYSPSP), and NYS Industries for the Disabled (NYSID), when such commodities or services meet the form, function, and utility of the Authorized User and the price offered by Corcraft does not exceed a reasonable fair market price and the price offered by NYSPSP and NYSID is within 15% of prevailing market prices. If a Preferred Source does not meet an Authorized User's form, function, and utility, or the Preferred Source price is more than fair market price or 15% above prevailing market prices, then the Authorized User may use this Contract.

A Matrix showing the Furniture Categories and Contractors offering products under those Categories will be posted on the OGS website. Authorized Users should determine from the Matrix the Category of furniture they desire, then review the listing of Contractors under that Category. Each Contractor's approved **Price List and/or** catalog of offerings (if available), will be posted on the OGS website, without exception, along with a listing of the furniture manufacturers each Contractor has available.

Bidders/Contractors are encouraged, though not required, to self-identify products meeting EO4 requirements within their Price List. Authorized Users are strongly encouraged to confirm the accuracy of the entries by contacting the Contractor directly.

Authorized Users are strongly encouraged to seek a minimum of three (3) quotes, where possible, as well as to seek better than Contract pricing for all items, especially when purchasing in volume, as Contractors may or may not automatically offer volume discounts. Volume discounts, if offered, will be shown on the *Contractors Contact Information and Terms and Conditions* page posted on the OGS Website.

When placing orders under this Award, the Authorized User must be familiar with and follow the terms and conditions governing its use. Authorized Users have the responsibility to document purchases, and such documentation should include:

1. a statement of need and associated requirements;
2. proof of obtaining all necessary prior approvals;
3. a summary of the Contract alternatives considered for the purchase; and
4. the reason(s) supporting the resulting purchase (e.g., show that basis for the selection among multiple Contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

Authorized Users will place orders directly to the Contractor or the Contractor's Authorized Reseller (if applicable), as specified by the Contractor, and specify any shipping/delivery requirements.

All orders should clearly note the OGS Contract Name and Award Number, Contract Number, and Contractor Name. A Contractor shall not initiate delivery of products until the order is placed by an Authorized User.

Contractor must disclose any forms or other order information that Contractor will attach to orders or require to be completed with Authorized User purchases. Documents, which contain additional terms or conditions, must receive pre-approval by the Authorized User. Additional terms or conditions that were not pre-approved by the Authorized User, or which conflict with the Contract terms and conditions, are void and unenforceable at the sole discretion of the State.

### **5.3 Short Term Extension**

In the event a replacement Contract has not been issued, any Contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to three (3) months upon notice to the Contractor, with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such extension), prices, delivery requirements and any approved modifications. Any such extension automatically terminates upon award of a replacement contract.

### **5.4 Method of Payment**

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B, *Contract Invoicing*.

### **5.5 Bid Pricing Information**

#### **5.5.1 Products and Pricing:**

- A. Bidders must submit an Electronically Searchable Price List, such as Attachment 1 – Pricing, a PDF catalog or manufacturer's Price List in either MS Excel or PDF format, which includes base models, as well as options and/or upgrades, based upon the Categories they are bidding (See Attachment 13-*Category Matrix*). Should a Bidder submit an Electronically Searchable catalog that does not contain pricing, an additional Price List containing pricing by Contractor Model/Item Numbers/SKU for those items must be submitted, in addition. Attachment 1 – Pricing may be used; however, it is not required.
- B. Identifying information, which includes, at a minimum, the Product Line Name, Contractor Model/Item Numbers/SKU, and/or Manufacturer Item Numbers, and List Pricing MUST be included within the Electronically Searchable Price List.
- C. Electronically Searchable Price Lists should contain only those Categories and items which correspond to the Bidder's submission of Attachment 13-*Category Matrix*, where the Bidder shall indicate the Furniture Product Categories offered under its Bid by marking an 'X' in each Furniture Product Category, as appropriate.
- D. The Bidder's pricing submission should not contain products or product lines that are out of Scope (see Section 1.2-*Scope*). Price Lists containing items, which do not include identifying information and List Pricing, and/or items that are out of Scope may be removed by OGS, at their sole discretion, and without exception.
- E. Bidder's may submit a discount for either the entire Price List or submit discounts by breakdowns of individual product line, style, function, etc., from the manufacturer's Retail Price List. Discount information, including discount percentages,

for each Price List must be entered within Attachment 10-*Contact Information and Terms and Conditions*. Bidders must provide a discount; full List Price will not be accepted.

- F. Price List submissions that direct Authorized Users to contact the manufacturer or Authorized Dealer for pricing, and/or do not contain List Pricing may be rejected, and the Bidder may be considered non-responsive, with no further consideration for contract award.
- G. Where discrepancies exist between Price List documents, the lowest price shall prevail.
- H. Price Lists submitted with the Bid shall remain in effect for one (1) year from the Bid Opening Date. Price adjustments will be allowed once per year thereafter, during the Contract term or extension, beginning on or around the anniversary of the Bid Opening Date, as determined solely by OGS Procurement, as per Section 5.7 - *Price Adjustments*.
- I. All Bidder Price List submissions should be provided in a single/combined PDF document, vs. multiple individual PDF documents, where possible.
- J. OGS will review each Bidder's Price List submission for completeness, and reserves the right to remove any item(s) where the Contractor Model/Item Numbers/SKU and/or Manufacturer Item Numbers, and/or List Pricing are not included, and/or where the item(s) and/or product line is determined to be out of Scope.
- K. All awarded Contractors' Price Lists must be reviewed and approved by OGS Procurement prior to posting on the OGS Contract website. OGS' determination of acceptable Price Lists, including, but not limited to products, pricing and discounts, shall be final. All OGS approved Contractor Price Lists will be posted on the OGS Procurement Services website, without exception.

#### **5.5.2 EO4 Identification:**

A Bidder should self-identify each individual product that meets the EO4 Requirements, **by selecting the appropriate entry from the drop-down box, or by entering an 'X' in the appropriate column(s) within Attachment 1 – Pricing, *should Attachment 1 – Pricing* be used.** See the Instructions tab within Attachment 1 – *Pricing* for additional information.

OGS supports the Executive Order 4 Requirements and strongly encourages Bidders to self-identify each item/offering that meets each listed requirement within Attachment 1 – *Pricing* to assist Authorized Users in making EO4 appropriate determinations. Although encouraged, Bidder completion of the EO4 columns, I through T is not required to be considered for Contract Award. Awarded Bidders must provide EO4 information upon request to Authorized Users.

#### **5.5.3 Volume Discounts:**

Bidders may, and are encouraged to, offer volume discounts, which shall apply to orders delivered to the same Authorized User and/or location, at the same requested time. Volume discounts, if offered, shall be based on products and pricing as submitted within **your submitted Price List**.

Volume discounts shall be entered within Attachment 10 – *Contact Information and Terms and Conditions*. Any restocking fees must be included within Attachment 10 as a percentage (%) of the net price. All approved discounts shall remain in effect for the entire contract period. Discounts may be increased during the Contract term, and as per Section 5.7 – *Price Adjustments*.

Volume discounts may be applied per Purchase Order, cumulatively per ordering entity, or cumulatively statewide. The Bidder shall indicate the basis for applying the volume discount(s) within Attachment 10 – *Contact Information and Terms and Conditions*. Volume discounts shall be defined and applied as follows: Purchase Order volume discounts shall be additional discounts applied to individual Purchase Orders over a specified dollar amount. Cumulative agency volume discounts shall be additional discounts applied to all future orders made by an individual ordering entity once an established volume has been met by that entity. Cumulative statewide volume discounts shall be additional discounts applied to all future orders for all state and non-state orders once an established volume has been met under this Contract.

#### **5.5.4 Minimum Order:**

Minimum order, if required, shall be established by the Bidder and stated on Attachment 10 – *Contact Information and Terms and Conditions* where indicated (See Section 3.10 – *Format and Content of Bid Submission*). The Bidder may offer to ship orders less than the minimum order with the freight prepaid and added to the invoice. It shall be the Authorized User's choice if they wish to accept the offer. Bidder must establish minimum order, if they so choose, at time of Bid submission.

#### **5.6 Exclusions**

OGS Procurement Services reserves the right to delete, before or after award, any of the products included in the Bidder's offering under this Solicitation that are determined to be out of scope. Notice of such deletion shall be provided to the Bidder by OGS.

#### **5.7 Price Adjustments**

Price Lists submitted with the Bid shall remain in effect for one year from the Bid Opening Date. Price adjustments will be allowed

once per year thereafter, during the contract term or extension, beginning on or around the anniversary of the Bid Opening Date, as determined solely by OGS Procurement Services.

Submissions for price adjustments will be accepted during a two-week period only (calendar week), which will be determined solely by OGS Procurement Services; for example, between July 2<sup>nd</sup> through July 13<sup>th</sup>. Contractors will be notified, via email, by the OGS Contract Management Specialist in advance of the allowable timeframe for submissions, and provided with the current information and template(s) for the update. Contractors shall adhere to the instruction in Attachment 11 – *Price List Update Guide*, and use the provided Appendix C - *Contract Modification Procedure* for all price adjustment requests. OGS reserves the right to give first consideration to substantially complete submissions, as determined solely by OGS Procurement, as well as to deny price adjustments to Contractors that are delinquent regarding administrative requirements, including, but not limited to, the submission of Attachment 8 - *Report of Contract Usage*, and/or proof of insurance requirements.

Once approved by OGS, discounts offered from manufacturer Price Lists may not be decreased at any time during the Contract term, unless satisfactory proof of undue hardship is submitted by the Contractor and approved by OGS. Proof may include, but not be limited to, signed statements by the Manufacturer detailing and attesting to the need for the discount reduction. Determination of undue hardship is at the sole discretion of OGS.

New manufacturer product lines may be offered within a price adjustment submission, as long as they are within the originally awarded furniture product Category(s). **Additional furniture Categories may not be added post award.** Contractor may offer discounts for the entire product line or breakdown by style, function, etc. from the Manufacturer's Price List. If the discount percentage is the same or greater than existing product lines, then no proof of reasonableness is required. The Contractor is required to provide proof of reasonableness for a new product line if the discount offered is less than existing product lines. Proof of reasonableness may be in the form of pricing from a Government Entity contract held with an entity other than OGS, including invoices from sales made to that entity that are less than twelve (12) months old from the date of the price adjustment submission, or sales reports that are less than twelve (12) months old from the date of the price adjustment submission for the product line offered.

All adjustments to a Contractor's previously approved **Price List** are allowable at the sole discretion of OGS Procurement Services. OGS reserves the right to remove any items(s) deemed to be out of scope and/or unreasonably priced. In addition, OGS reserves the right to deny price adjustments during the last twelve (12) months of the Contract term, without prior notice.

#### **5.8 Centralized Contract Modifications**

OGS, an Authorized User, or the Contractor may suggest modifications to the Centralized Contract or its Appendices. Except as specifically provided herein, modifications to the terms and conditions set forth herein may only be made with mutual written agreement of the Parties. Modifications may take the form of an update or an amendment. "Updates" are changes that do not require a change to the established Centralized Contract terms and conditions. A request to add new products or services at the same or better price level is an example of an update. "Amendments" are any changes that are not specifically covered by the terms and conditions of the Centralized Contract, but inclusion is found to be in the best interest of the State. A request to change a contractual term and condition is an example of an amendment.

Updates to the Centralized Contract and the Appendices may be made in accordance with the contractual terms and conditions to incorporate new products or services, make price level revisions, delete products or services, or to make such other updates to the established Centralized Contract terms and conditions, not resulting in a change to such terms and conditions, which are deemed to be in the best interest of the State.

OGS reserves the right to consider modifications which are not specifically covered by the terms of the Centralized Contract, but are judged to be in the best interest of the State. Such modifications are deemed amendments to the Centralized Contract and may require negotiations between Contractor and OGS before execution.

All modifications proposed by the Contractor, shall be processed in accordance with Appendix C, *Contract Modification Procedure*. The Contractor shall submit all requests, except for product and pricing updates as set forth in Section 5.7 – *Price Adjustments*, in the form and format contained in Appendix C, *Contract Modification Procedure*. The form contained within Appendix C is subject to change at the sole discretion of OGS.

Modifications proposed by OGS or an Authorized User, including updates and amendments, shall be processed in accordance with the terms of the Centralized Contract and Appendix B, *Modification of Contract Terms*.

#### **5.9 New York State Financial System (SFS)**

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS is currently on PeopleSoft Financials version 9.2. SFS supports requisition-to-payment processing and financial management functions.

The State is also implementing an eProcurement application that supports the requisitioning process for State Agencies to procure products in SFS. This application provides catalog capabilities. Contractors with Centralized Contracts have the ability to provide a “hosted” or “punch-out” catalog that integrates with SFS and is available to Authorized Users via a centralized eMarketplace website. Additional information may be found at: <https://nyspro.ogs.ny.gov/content/nys-emarketplace-1>.

There are no fees required for a Contractor’s participation in the catalog site development or management. Upon completion and activation of an on-line catalog, State Agencies will process their orders through the SFS functionality and other Authorized Users can access the catalog site to fulfill orders directly.

The State is also implementing the PeopleSoft Inventory module in the near future to track inventory items within the item master table. Further information regarding business processes, interfaces, and file layouts may be found at: [www.sfs.ny.gov](http://www.sfs.ny.gov) and <https://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

#### **5.10 Contract Administration**

The Bidder/Contractor shall provide a sufficient number of Customer Service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Contract. Bidder/Contractor shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekend/holidays.

Bidder/Contractor shall provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Information regarding the Customer Service, Emergency Contact, and Contract Administrator shall be set forth in Attachment 5 – *Bidder Information Questionnaire*. Contractor must notify OGS within five (5) business days if its Contract Administrator, Emergency Contact, or Customer Service employees change, and provide an interim contact person until the position is filled. Changes shall be submitted electronically, via e-mail, to the attention of the OGS Contract Management Specialist, as shown on the front page of the Contract Award Notification document posted on the OGS website.

#### **5.11 Insurance Requirements**

The Contractor shall procure, at its sole cost and expense, and shall maintain in full force and effect at all times during the term(s) of the resultant Contract(s) resulting from this Solicitation, all policies of insurance pursuant to the requirements outlined in Attachment 4 - *Insurance Requirements*.

#### **5.12 Report of Contract Usage**

The Contractor shall furnish semi-annual reports, using the format specified in Attachment 8 – *Report of Contract Usage*, containing total sales for both State Agency and Authorized non-State Agency Contract purchases no later than forty-five (45) days after the close of the reporting period. For example, sales for January 1st through June 30th would be due by August 15th. Attachment 8-*Report of Contract Usage* template must be used, and the report must be completed in its entirety, referencing the Contract Group Number, Award Number, Contract Number, Sales Period, and Contractor's name. Incomplete, altered, locked, pdf. or hard copy submissions will not be accepted. The report must be submitted, via e-mail, in MS Excel format only, to the attention of the OGS Contract Management Specialist, as shown on the front page of the Contract Award Notification document posted on the OGS website. OGS Procurement reserves the right to make changes to the template and/or to request additional information, if needed. Additional related sales and/or detailed Authorized User purchase information may be required by OGS and must be supplied within thirty (30) calendar days, upon request. Failure to submit reports timely may result in the denial of price adjustments and/or Contract suspension.

#### **5.13 Company and Contact Information**

Changes regarding the Contractors company and/or contact information, during the Contract term, should be submitted, via e-mail, to the OGS Contract Management Specialist no later than five (5) business days of the change.

#### **5.14 Contractor Requirements And Procedures For Participation By New York State Certified Minority-And Women-Owned Business Enterprises And Equal Employment Opportunities For Minority Group Members And Women**

##### **I. New York State Law**

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”), the New York State Office of General Services (“OGS”) is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-owned Business Enterprises (“MWBES”) and the employment of minority group members and women in the performance of OGS contracts.

**II. General Provisions**

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for MWBEs. Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, liquidated damages pursuant to clause IX of this section, and/or enforcement proceedings as allowed by the Contract and applicable law.

**III. Equal Employment Opportunity (EEO)**

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000, for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the “Work”) except where the Work is for the beneficial use of the Contractor.
  - 1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate or distinct from the Contract; or (ii) employment outside New York State.
  - 2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor’s equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.
- B. Form EEO 100 - Staffing Plan.

To ensure compliance with this section, the Contractor agrees to submit or has submitted with the Bid a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

- C. Form EEO 101 - Workforce Utilization Reporting Form (Commodities and Services) (“Form EEO-101-Commodities and Services”).
  - 1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at [EEO\\_CentCon@ogs.ny.gov](mailto:EEO_CentCon@ogs.ny.gov) on a quarterly basis during the term of the Contract by the 10th day of April,

July, October, and January.

2. Separate forms shall be completed by Contractor and any subcontractor.
  3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.
- D. Contractor shall comply with the provisions of the Human Rights Law, all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

#### **IV. Contract Goals**

- A. OGS hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). The total Contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under the Contract.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. The MWBE Regulations are located at 5 NYCRR § 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Minority- and Women Owned Businesses Enterprises. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women’s Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- C. Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VII below).

#### **V. MWBE Utilization Plan**

- A. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed Utilization Plan on Form MWBE 100 with their bid.
- B. The Utilization Plan shall list the MWBEs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the MWBE to perform to meet the goals on the Contract, the estimated or, if known, actual dollar amounts to be paid to an MWBE. By signing the Utilization Plan, the Bidder acknowledges that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by New York State Certified MWBEs after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.
- C. By entering into the Contract, Bidder/Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied

towards the achievement of the applicable MWBE participation goal. When an MWBE is serving as a broker on the Contract, only 25 percent of all sums paid to a broker shall be deemed to represent the commercially useful function performed by the MWBE.

- D. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within 30 days of receipt.
- E. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder and direct the Bidder to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- F. OGS may disqualify a Bidder's bid/proposal as being non-responsive under the following circumstances:
  - 1. If a Bidder fails to submit an MWBE Utilization Plan;
  - 2. If a Bidder fails to submit a written remedy to a notice of deficiency;
  - 3. If a Bidder fails to submit a request for waiver; or
  - 4. If OGS determines that the Bidder has failed to document good faith efforts.
- G. If awarded a Contract, Contractor certifies that it will follow the submitted MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause IV-A of this Section.
- H. Bidder/Contractor further agrees that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

**VI. Request for Waiver**

- A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts of the OGS Office of Minority- and Women-Owned Business Enterprises for guidance.
- B. In accordance with 5 NYCRR § 142.7, a Bidder/Contractor who is able to document good faith efforts to meet the goal requirements, as set forth in Clause VII below, may submit a request for a partial or total waiver on Form BDC 333, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of Clauses V(C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.
- C. Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If OGS, upon review of the MWBE Utilization Plan and Monthly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE contract goals.

**VII. Required Good Faith Efforts**

In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- A. A list of the general circulation, trade and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations and any responses thereto.
- B. A list of the certified MWBEs appearing in the Empire State Development (“ESD”) MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
- C. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
- D. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
- E. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
- F. Other information deemed relevant to the request.

**VIII. Monthly MWBE Contractor Compliance Report**

- A. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month’s activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System (“NYSCS”) to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at <https://ny.newnycontracts.com/>. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.
- B. When a Contractor receives a payment from a State agency, it is the Contractor’s responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an email or fax notification (“audit notice”) indicating that a representative of its company needs to log-in to the NYSCS to report the company’s MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month with entry of a zero dollar value in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor’s responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.
- C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: “**Introduction to the System - Vendor training**” and “**Contract Compliance Reporting - Vendor Training**” to become familiar with the NYSCS. To view the training schedule and to register visit: <https://ny.newnycontracts.com/events.asp>.
- D. As soon as possible after the Contract is approved, Contractor should visit <https://ny.newnycontracts.com> and click on “**Account Lookup**” to identify the Contractor’s account by company name. Contact information should be reviewed and updated if necessary by choosing “**Change Info.**” It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through “**Request New User.**” When identifying the person responsible, please add “**- MWBE Contact**” after his or her last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for “**Contact Us & Support**” then “**Technical Support**” on the NYSCS website.
- E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10<sup>th</sup> day of each month

during the term of the Contract, for the preceding month's activity to: OGS MWBE Office, 29<sup>th</sup> floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.

- F. It is the Contractor's responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages clause in clause IX below.

**IX. Breach of Contract and Liquidated Damages**

- A. Where OGS determines that the Contractor is not in compliance with the requirements of this Contract, and the Contractor refuses to comply with such requirements, or if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, the Contractor shall be obligated to pay liquidated damages to OGS.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. If OGS determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by OGS, Contractor shall pay such liquidated damages to OGS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

**X. Fraud**

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: <https://www.ogs.ny.gov/MWBE/Forms.asp>

**5.15 New York State Vendor Responsibility**

OGS conducts a review of prospective Contractors ("Bidders") to provide reasonable assurances that the Bidder is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter "Questionnaire") is used for non-construction Contracts and is designed to provide information to assess a Bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a Bid, Bidder agrees to fully and accurately complete the Questionnaire. The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible, and that the State will be relying upon the Bidder's responses to the Questionnaire, in addition to all other information the State may obtain from other sources, when making its responsibility determination.

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website at <http://www.osc.state.ny.us/vendors/index.htm> or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. For information on how to request assignment of a Vendor ID, see Section 3.3 - the *NYS Vendor File Registration*. OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Bidders opting to complete and submit the paper questionnaire can access this form and associated definitions via the OSC website at [http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm).

In order to assist the State in determining the responsibility of the Bidder prior to Contract award, the Bidder must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the Bid due date. A Bidder's Questionnaire cannot be viewed by OGS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the Bid Opening to provide sufficient time to complete the

Questionnaire.

The Bidder agrees that if it is awarded a Contract the following shall apply:

- A. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- B. The Commissioner of OGS, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS issues a written notice authorizing a resumption of performance under the Contract.
- C. The Contractor agrees that if it is found by the State that Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.
- D. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS at the Contractor's expense where the Contractor is determined by the Commissioner of OGS to be non-responsible. In such event, the Commissioner of OGS may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.
- E. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

**5.16 New York State Tax Law §5-a**

Tax Law § 5-a requires certain Contractors awarded State Contracts for commodities, services and technology valued at more than \$100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State is in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and Subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

A Contractor is required to file the completed and notarized Form ST-220-CA with the Bid to OGS certifying that the Contractor filed the ST-220-TD with DTF. **Only the Form ST-220-CA is required to be filed with OGS.** The ST-220-CA can be found at [https://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](https://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf). The ST-220-TD can be found at [https://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](https://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf). Contractor should complete and return the certification forms within five (5) business days of request (if the forms are not completed and returned with Bid submission). Failure to make either of these filings may render a Contractor non-responsive and non-responsible. Contractor shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law. The ST-220-TD only needs to be filed once with DTF, unless the information changes for the Contractor, its affiliates, or its Subcontractors. Vendors may call DTF at 518-485-2889 with questions or visit the DTF web site at <http://www.tax.ny.gov/> for additional information.

**5.17 Drug and Alcohol Use Prohibited**

For reasons of safety and public policy, in any Contract resulting from this Solicitation, the use of alcoholic beverages or illegal drugs by the Contractor's personnel shall not be permitted in performance of the Contract.

**5.18 Traffic Infractions**

Neither the State nor Authorized Users will be liable for any expense incurred by the Contractor's personnel for any parking fees or as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor in performance of the Contract.

**5.19 Overlapping Contract Products**

Products/services available in the resulting Contract may also be available from other New York State Contracts. Authorized Users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

**5.20 Non-State Agencies Participation in Centralized Contracts**

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, *Participation in Centralized Contracts*. For Purchase Orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the *Price* clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<https://www.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

**5.21 Extension of Use**

Any Contract resulting from this Solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant Contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions. Please contact NYS Procurement Services Customer Services for more information via email at: [OGS.sm.customer.services@ogs.ny.gov](mailto:OGS.sm.customer.services@ogs.ny.gov).

**5.22 Federal Funding**

For an Authorized User using Federal funds, Contractor shall cooperate in adding to the Authorized User's Agreement any Federal funding contract clauses necessary for the Authorized User's project. An Authorized User shall identify to Contractor, as a condition of using this Contract and during the RFQ process, whether Federal funds will be utilized for the project.

**5.23 Contract Advertising**

In addition to the requirements set forth in Appendix B, *Contract Publicity*, any Contractor press or media releases, advertisements, or promotional literature, regardless of the medium, referring to an awarded Contract must be reviewed and approved by OGS prior to issuance. Contractor also cannot use, for any purpose, the New York State of Opportunity registered trademark or the State coat of arms without prior approval from the State.

**5.24 Americans with Disabilities Act (ADA)**

The Federal ADA Act, signed into law July 26, 1990, bars employment discrimination and requires all levels of Government to provide necessary and reasonable accommodations to qualified workers with disabilities. Bidders are required to identify and offer any software or hardware products they manufacture or adapt which may be used or adapted for use by persons with visual, hearing, or any other physical disabilities.

Although it is not mandatory for Bidders to have these products in order to receive an award, it is necessary to identify any such product offered, which falls into the above category.

**5.25 Participation Opportunities For New York State Certified Service-Disabled Veteran-Owned Businesses**

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

**I. Contract Goals**

A. OGS hereby establishes an overall goal of three percent (3%) for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/Veterans/default.asp>. Questions regarding compliance with SDVOB participation goals should be directed to the Designated Contacts within the OGS Division

of Service-Disabled Veterans' Business Development (the "Division"). Additionally, following Contract execution, Contractor is encouraged to contact the Division at 518-474-2015 to discuss additional methods of maximizing participation by SDVOBs on the Contract.

B. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV below).

## **II. SDVOB Utilization Plan**

A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.

B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to OGS.

C. OGS will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of OGS acceptance or issue a notice of deficiency within twenty (20) days of receipt.

D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

E. OGS may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:

1. If a Bidder fails to submit an SDVOB Utilization Plan;
2. If a Bidder fails to submit a written remedy to a notice of deficiency;
3. If a Bidder fails to submit a request for waiver; or
4. If OGS determines that the Bidder has failed to document good faith efforts.

F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.

G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

## **III. Request For Waiver**

A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts in the Division for guidance.

B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by OGS at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.

D. If OGS, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov).

#### IV. Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- A. Copies of solicitations to SDVOBs and any responses thereto.
- B. Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- C. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified SDVOBs whom OGS determined were capable of fulfilling the SDVOB goals set in the Contract.
- D. Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- E. Other information deemed relevant to the waiver request.

#### V. Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 available on the OGS website and should be completed by the Contractor and submitted to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov).

#### VI. Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

ALL FORMS ARE AVAILABLE UNDER AT: <https://ogs.ny.gov/Veterans/default.asp>

**End of Solicitation Document**

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.

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## **STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is

available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed

for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict

exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and

provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law

Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

a contract and appears on the Prohibited Entities list after contract award.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at:  
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded

# **APPENDIX B**

## **GENERAL SPECIFICATIONS**

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**GENERAL**

**1. ETHICS COMPLIANCE** All Bidders/Contractors and their employees must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

**2. DEFINITIONS** Terms used herein shall have the following meanings:

**a. AUTHORIZED USER** Authorized User shall have the meaning set forth in State Finance Law Section 163(1)(k) and includes, but is not limited to, New York State Agencies, political subdivisions, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations.

**b. BID** A response to the Solicitation submitted by a Bidder to provide Products.

**c. BIDDER** Any person or entity who submits a response to the Solicitation. At the time that a Bidder executes a Contract with the State, the Bidder shall become a "Contractor." See also "Contractor."

**d. BID SPECIFICATIONS** A written description drafted by OGS or an Authorized User setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a Product, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where this Appendix B is incorporated in negotiated Contracts that have not been competitively solicited, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated Contract and associated documentation.

**e. COMMISSIONER** The Commissioner of OGS or his or her designee, or, in the case of Bid Specifications issued by an Authorized User, the head of such Authorized User or his or her authorized representative.

**f. CONTRACT** The writings that contain the agreement of the Commissioner and the Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law, and which most typically include the following classifications of public procurements:

- 1. Agency Specific Contracts** Contracts where the written description for a Product or a particular scope of work is described and defined to meet the needs of one or more Authorized Users.
- 2. Centralized Contracts** Single- or multiple-award Contracts where the written description for a Product or general scope of work is described and defined by OGS to meet the needs of Authorized Users. Centralized Contracts may be awarded through multiple awards or through adoption of another

jurisdiction's contract or on a sole source, single source, emergency, or competitive basis. Once established, procurements may be made from the selected Contractors without further competition or Mini-Bid unless otherwise required by the Contract.

**3. Back-Drop Contracts** Multiple-award Centralized Contracts where OGS provides a written description for a Product or general scope of work to meet the needs of Authorized Users. Bids may be submitted either at a date and time certain or may be accepted on a continuous or periodic recruitment basis, as set forth in the Solicitation. Selection of a Contractor from among Back-Drop contract holders for an actual Product, project or particular scope of work may be subsequently made as set forth in the Contract.

**4. Piggyback Contract** A Contract let by any department, agency or instrumentality of the United States government, or any department, agency, office, political subdivision or instrumentality of any state or group of states that is adopted and extended for use by OGS in accordance with the requirements of the State Finance Law.

**5. Contract Award Letter** A letter to the successful Bidder indicating acceptance of its Bid in response to a Solicitation. Unless otherwise specified, the issuance of a letter of acceptance forms a Contract but is not an order for Product, and the Contractor should not take any action with respect to actual Contract deliveries except on the basis of Purchase Orders sent from Authorized Users.

**g. CONTRACT AWARD NOTIFICATION** An announcement to Authorized Users that a Contract has been established.

**h. CONTRACTOR** Any successful Bidder to whom a Contract has been awarded by the Commissioner.

**i. DOCUMENTATION** The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, that are necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product.

**j. ENTERPRISE** The total business operations in the United States of an Authorized User without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of the Authorized User.

**k. ENTERPRISE LICENSE** A license grant of unlimited rights to deploy, access, use and execute Product anywhere within the Enterprise up to the maximum capacity stated on the Purchase Order or in the Contract.

**l. ERROR CORRECTIONS** Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

**m. GROUP** A classification of a Product that is designated by OGS.

**n. INVITATION FOR BIDS (IFB)** A type of Solicitation that is most typically used for procurements where requirements can be stated and award will be made based on lowest price to the responsive and responsible Bidder or Bidders.

**o. LICENSED SOFTWARE** Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes Error Corrections, upgrades, or enhancements, and any deliverables due under a technical support/maintenance or service contract (e.g., Patches, programs, code or data conversion, or custom programming).

**p. LICENSEE** An Authorized User who acquires Product from Contractor by issuing a Purchase Order in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User who took receipt of and who is executing the Product, and who shall be solely responsible for performance and liabilities incurred. In the case of acquisitions by State Agencies, the Licensee shall be the State of New York.

**q. LICENSE EFFECTIVE DATE** The date Product is delivered to an Authorized User. Where a License involves Licensee's right to copy a previously licensed and delivered master copy of a program, the License Effective Date for additional copies shall be deemed to be the date on which the Purchase Order is executed.

**r. LICENSOR** A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

**s. MINI-BID** A document used by an Authorized User containing transaction-specific requirements soliciting responses from Contractors previously qualified under a Centralized Contract for such Products.

**t. OGS** The New York State Office of General Services.

**u. PATCH** Software designed to update, fix, or improve the Product or its supporting data. This includes fixing security vulnerabilities and other bugs, including hot fixes, to improve usability or performance.

**v. PRODUCTS** Items or deliverables under any Solicitation or Contract and may include commodities, services and/or technology.

**w. PURCHASE ORDER** The Authorized User's fiscal form or format that is used when making a purchase (e.g., formal written Purchase Order, Purchasing Card, electronic Purchase Order, or other authorized instrument).

**x. REQUEST FOR PROPOSALS (RFP)** A type of Solicitation that is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the award will be made based on "best value," as defined by the State Finance Law, to one or more responsive and responsible Bidders.

**y. REQUEST FOR QUOTATION (RFQ)** A procurement method that can be used in situations such as discretionary, sole source, single source, or emergency purchases and certain Centralized Contracts.

**z. RESPONSIBLE BIDDER** A Bidder that is determined to have financial and organizational capacity, legal authority, satisfactory previous performance, skill, judgment and integrity, and that is found to be competent, reliable and experienced, as determined by the Commissioner. For purposes of being deemed responsible, a Bidder must also be determined to be in compliance with Sections 139-j and 139-k of the State Finance Law relative to restrictions on contacts during the procurement process and disclosure of contacts and prior findings of non-responsibility under these statutes.

**aa. RESPONSIVE BIDDER** A Bidder meeting the specifications or requirements prescribed in the Solicitation, as determined by the OGS Commissioner.

**bb. SINGLE SOURCE** A procurement where two or more Bidders can supply the required Product, and the Commissioner may award the contract to one Bidder over the other.

**cc. SITE** The location (street address) where Product will be delivered or executed.

**dd. SOLE SOURCE** A procurement where only one Bidder is capable of supplying the required Product.

**ee. SOLICITATION** Writings by the State setting forth the scope, terms, conditions and technical specifications for a procurement of Product. The procurement may be undertaken on a competitive or non-competitive basis. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotations (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions that are incorporated by reference, including but not limited to Appendix A (Standard Clauses for NYS Contracts), Appendix B (General Specifications), and identified attachments. Where the procurement is undertaken on a non-competitive basis, the term "Solicitation" shall be deemed to refer to all the terms and conditions identified by the State.

**ff. SOURCE CODE** The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine object code.

**gg. STATE** State of New York.

**hh. STATE AGENCY OR AGENCIES** The State of New York, acting by or through one or more departments, boards, commissions, offices or institutions of the State of New York.

**ii. SUBCONTRACTOR** Any individual or legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.

**jj. TERMS OF LICENSE** The terms and conditions set forth in the Contract that are in effect and applicable to a Purchase Order at the time of order placement.

**kk. THIRD-PARTY SOFTWARE** Any software that is developed independently of Contractor and which may be governed by a separate license.

**ll. VIRUS** Any computer code, whether or not written or conceived by Contractor, that disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer. Virus shall also include any malware, adware, or other computer code, whether or not written or conceived by Contractor, that allows data or metrics to be copied, redirected, or modified without the express consent of the Authorized User.

**BID SUBMISSION**

**3. INTERNATIONAL BIDDING** All Bids, including all information and Product required by the Solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (US\$). Any Bids submitted which do not meet the above criteria will be rejected.

**4. BID OPENING** Bids may, as applicable, be opened publicly. The Commissioner reserves the right at any time to postpone or cancel a scheduled Bid opening.

**5. LATE BIDS** Bids must be received at the location designated in the Solicitation at or before the date and time established in the Solicitation for the Bid opening or receipt of Bids.

Any Bid received at the designated location after the established time will be considered a Late Bid. A Late Bid may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Bid may be accepted in the Commissioner's sole discretion where (i) no timely Bids meeting the requirements of the Solicitation are received, (ii) in the case of a multiple award, an insufficient number of timely Bids are received to satisfy the multiple award, or (iii) the Bidder has demonstrated to the satisfaction of the Commissioner that the Late Bid was caused solely by factors outside the control of the Bidder. However, in no event shall the Commissioner be under any obligation to accept a Late Bid.

The basis for any determination to accept a Late Bid shall be documented in the procurement record.

**6. CONFIDENTIAL/TRADE SECRET MATERIALS**

**a. BIDDER/CONTRACTOR** Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder/Contractor. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the Commissioner or Authorized User to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder/Contractor. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. The Commissioner's or Authorized User's receipt/acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder/Contractor will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

**b. COMMISSIONER OR AUTHORIZED USER** Contractor warrants, covenants and represents that any confidential information obtained by Contractor, its agents, Subcontractors, officers, distributors, resellers or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the State or any Authorized User hereunder or received from another third party, will not be divulged to any third parties without the written consent of the Commissioner or Authorized User. Contractor shall not be required to keep confidential any such material that is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information

of the Authorized User, or otherwise obtained under the Freedom of Information Law or other applicable New York State laws and regulations. This warranty shall survive termination of this Contract. Contractor further agrees to take commercially reasonable steps to inform its agents, Subcontractors, officers, distributors, resellers or employees of the obligations arising under this clause to ensure such confidentiality.

**7. PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS** If any portion of work being solicited is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

**a. PREVAILING WAGE RATE APPLICABLE TO BIDS** A copy of the applicable prevailing wage rate schedule is incorporated into the Solicitation and may also be obtained by visiting [www.labor.ny.gov](http://www.labor.ny.gov) and typing in the search box: Prevailing Wage Schedule Request. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (e.g., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rates for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

**b. WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM** The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the prevailing wage rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term for its employees as required by law and is responsible for ensuring any Subcontractors utilized on the Contract also comply with the prevailing wage provisions of the New York State Labor Law.

**c. ARTICLE 8 CONSTRUCTION/PUBLIC WORKS CONTRACTS** In compliance with Article 8, Section 220 of the New York State Labor Law:

**i. Posting** The Contractor must publicly post on the work Site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

**ii. Payroll Records** Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in the State, such records must be kept at the work Site. For building services contracts, such records must be kept at the work Site while work is being performed.

**iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only** Contractors and Subcontractors on public works Contracts must submit monthly payroll transcripts to the Authorized User issuing the Purchase Order for the work. This provision does not apply to Article 9 of the Labor Law building services contracts.

**iv. Day's Labor** No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or

contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the NYS Commissioner of Labor for the preservation of the Contract Site or for the protection of the life and limb of the persons using the Contract Site.

**d. ARTICLE 9 BUILDING SERVICES CONTRACTS** In compliance with Article 9, Section 230 of the New York State Labor Law:

**i. Payroll Records** Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. Where the Contractor or Subcontractor maintains no regular place of business in New York State, such records must be kept at the work Site while work is being performed.

**ii. Overtime** Employees of Contractors and Subcontractors who work in excess of eight hours in a day or forty hours in a week shall be paid at the overtime rate identified by the New York State Department of Labor.

## **8. TAXES**

**a.** Unless otherwise specified in the Solicitation, Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.

**b.** Purchases made by the State of New York and certain non-State Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State sales tax exemption, either the Purchase Order issued by a State Agency or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the Contractor was made to the State, an exempt organization under Section 1116(a)(1) of the Tax Law. Non-State Authorized Users must offer their own proof of exemption upon request. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor.

**c.** Purchases by Authorized Users other than the State of New York may be subject to certain taxes which were not included in the Bid price, and in those instances the tax should be computed based on the Contract price and added to the invoice submitted to such entity for payment.

**9. EXPENSES PRIOR TO CONTRACT EXECUTION** The Commissioner and any Authorized Users are not liable for any costs incurred by a Bidder or Contractor in the preparation and production of a Bid, Mini-Bid, cost proposal revision, or for any work performed prior to Contract execution.

## **10. PRODUCT REFERENCES**

**a. "Or Equal"** In all Solicitations or Bid Specifications, the words "or equal" are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced.

References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Commissioner's decision as to acceptance of the Product as equal shall be final.

**b. Discrepancies in References** In the event of a discrepancy between the model number referenced in the Solicitation or Bid Specifications and the written description of the Products that cannot be reconciled, then the written description shall prevail.

**11. REMANUFACTURED, RECYCLED, RECYCLABLE, OR RECOVERED MATERIALS** Upon the conditions specified in the Solicitation and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable, or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements, or in the Solicitation. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product unless such use is precluded due to health, welfare, safety requirements, or by the Solicitation. Where such use is not practical, suitable, or permitted by the Solicitation, Contractor shall deliver new materials in accordance with the "Warranties" set forth below.

Items with recycled, recyclable, recovered, refurbished, or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

## **12. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS**

Bids offering Products that are manufactured or produced in public institutions will be rejected.

## **13. PRICING**

**a. Unit Pricing** If required by the Solicitation, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places, for each item unless otherwise specified in the Solicitation. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Commissioner, such unit pricing is obviously erroneous.

**b. Net Pricing** Unless otherwise required by the Solicitation, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination indicated in the Solicitation or Purchase Order.

**c. "No Charge" Bid** When Bids are requested on a number of Products as a Group or lot, a Bidder desiring to Bid "no charge" on a Product in the Group or lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Commissioner.

**d. Educational Pricing** All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to qualifying institutions.

**e. Third Party Financing** If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract award to agree to the terms and conditions of a

“Consent & Acknowledgment Agreement” in a form acceptable to the Commissioner.

**f. Specific price decreases:**

(i) **GSA Changes:** Where net pricing under the Contract is based on an approved GSA schedule, price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after the date the approved GSA schedule pricing decreases during the Contract term; or

(ii) **Commercial Price List Reductions:** Where net pricing under the Contract is based on a discount from Contractor’s list prices, price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after the date Contractor lowers its pricing on its commercial price lists during the Contract term; or

(iii) **Special Offers/Promotions Generally:** Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or net pricing otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion; and

(iv) **Special Offers/Promotions to Authorized Users:** Contractor may offer Authorized Users, under either this Contract or any other contracting vehicle, competitive pricing which is lower than the net pricing set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract pursuant to the foregoing paragraph (iii).

Unless otherwise specified in the Solicitation, Contractor may offer lower prices or better terms (see Modification of Contract Terms) on any specific Purchase Order from any Authorized User without being in conflict with, or having any obligation to comply on a global basis with, the terms of this clause.

**g. Cost Proposal Revisions** A Contractor may be solicited prior to Contract award to propose the best possible offer for the Product being bid on, in accordance with State Finance Law Section 163(9)(c). A cost proposal revision must be a lower price than the initial price.

**14. SITE INSPECTION** Where a Site inspection is required, Bidder shall be required to inspect the Site, including environmental or other conditions, for pre-existing deficiencies that may affect the installed Product or that may affect Bidder’s ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions that such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly provide the required Product.

**15. PURCHASING CARD** The State’s Purchasing Card program is designed to be an efficient and cost effective way to expedite purchases. The Purchasing Card (also referred to as the Procurement Card) is a credit card that enables Authorized Users to make authorized purchases directly from a Contractor without processing formal Purchase Orders. Purchasing Cards are issued to selected employees who are authorized to make purchases for the Authorized

User. Cardholders can make purchases directly from any Contractor that accepts the Purchasing Card.

## **BID EVALUATION**

**16. BID EVALUATION** The Commissioner reserves the right to accept or reject any and all Bids, or separable portions of Bids, and waive technicalities, irregularities, and omissions if the Commissioner determines the best interests of the State will be served. The Commissioner, in his or her sole discretion, may accept or reject illegible, incomplete or vague Bids, and the Commissioner’s decision shall be final. A conditional or revocable Bid which clearly communicates the terms or limitations of acceptance may be considered, and Contract award may be made in compliance with the Bidder’s conditional or revocable terms in the Bid.

**17. TIE BIDS** In the event two Bids are found to be substantially equivalent, price shall be the basis for determining the award recipient. While prompt payment discounts will not be considered in determining the low Bid, the Commissioner may consider any prompt payment discount in resolving Bids which are otherwise tied. If two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Commissioner to award a Contract to one or more of such Bidders shall be final.

**18. QUANTITY CHANGES PRIOR TO AWARD** The Commissioner reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Solicitation. In the event such right is exercised, the lowest responsible Bidder meeting the Solicitation requirements will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

**19. TIMEFRAME FOR OFFERS** The Commissioner reserves the right to make awards within 60 days after the date of the Bid opening or such other period of time as set forth in the Solicitation. The Bids must remain firm until a Contract is awarded, but if a Contract is not awarded within 60 days or other time period set forth in the Solicitation, the Bidder may withdraw its Bid any time thereafter by delivering to the Commissioner written notice of the withdrawal of its Bid.

**20. DEBRIEFINGS** Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the Bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by OGS that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the Solicitation.

**21. CONTRACT PUBLICITY** Any Contractor press or media releases, advertisements, or promotional literature, regardless of the medium, referring to an awarded Contract must be reviewed and approved by the Commissioner prior to issuance. In addition, Contractor shall not use, for any purpose, the New York State of Opportunity registered trademark or the New York State coat of arms without prior written approval from the State.

## TERMS & CONDITIONS

**22. CONTRACT CREATION/EXECUTION** Except for contracts governed by Article 11-B of the State Finance Law, subject to and upon receipt of all required approvals as set forth in the Solicitation, a Contract shall be deemed executed and created with the successful Bidders upon the Commissioner's mailing or electronic communication to the address on the Bid/Contract of: (i) the final Contract Award Notice; (ii) a fully executed Contract; or (iii) a Purchase Order authorized by the Commissioner.

**23. CONTRACT TERM - EXTENSION** In addition to any stated extension periods in the Contract, any Contract or portion thereof awarded by the Commissioner may be extended by mutual agreement of the Commissioner and the Contractor for an additional period of up to one year. Such extension for up to an additional one-year period may be exercised on a month-to-month basis or in other stated periods of time.

**24. OFFICIAL USE ONLY/NO PERSONAL USE** The Contract is only for official use by Authorized Users. Use of the Contract for personal or private purposes is strictly prohibited.

**25. PARTICIPATION IN CENTRALIZED CONTRACTS**

**a. State Agencies** All State Agencies may utilize and purchase under any Centralized Contract let by the Commissioner, unless the Solicitation limits purchases to specific State Agencies.

**b. Non-State Agency Authorized Users** Authorized Users other than State Agencies are permitted to make purchases through Centralized Contracts where permitted by law, the Contract or the Commissioner.

**c. Voluntary Extension** Purchase Orders issued against a Centralized Contract by any Authorized User not provided for in the Contract shall be honored by the Contractor at its discretion and only with the approval of the OGS Commissioner and any other approvals required by law.

**d. Responsibility for Performance** Participation in Centralized Contracts by Authorized Users is permitted upon the following conditions: (i) the responsibility with regard to performance of any contractual obligation, covenant, condition or term thereunder by any Authorized User other than State Agencies shall be borne and is expressly assumed by such Authorized User and not by the State; (ii) a breach of the Contract by any particular Authorized User shall neither constitute nor be deemed a breach of the Contract as a whole which shall remain in full force and effect, and shall not affect the validity of the Contract nor the obligations of the Contractor thereunder respecting non-breaching Authorized Users, whether State or otherwise; (iii) for a breach by an Authorized User other than a State Agency, the State specifically and expressly disclaims any and all liability for such breach; and (iv) each non-State Agency Authorized User and Contractor guarantees to hold the State, its officers, agents and employees harmless from any liability that may be or is imposed by the non-State Agency Authorized User's or Contractor's failure to perform in accordance with its obligations under the Contract.

**e. Contract Migration** Authorized Users holding individual Contracts with a Contractor at the time that Contractor is awarded a Centralized Contract for the same Products shall be permitted to migrate to that Centralized Contract effective with its commencement date. Such migration shall not operate to diminish, alter or eliminate

any right that the Authorized User otherwise had under the terms and conditions of their individual Contract.

**26. MODIFICATION OF CONTRACT TERMS** The terms and conditions set forth in the Contract shall govern all transactions by Authorized Users under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Commissioner and Contractor.

The Contractor may, however, offer any Authorized User more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User and Commissioner by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the Authorized User than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against an Authorized User unless authorized by the Commissioner or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, Purchase Orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized User's subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

**27. SCOPE CHANGES** The Commissioner reserves the right to require, by written order, changes to the scope of the Contract, provided that such changes do not materially alter the general scope of the Contract. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under the Contract, whether or not changed by the order, the Commissioner shall, upon notice from Contractor as hereafter stated, make an equitable adjustment in the Contract price, the delivery schedule or both and shall modify the Contract. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Commissioner decides that the facts justify it, the Commissioner may provide an adjustment without receipt of a notice from Contractor. In the event of a dispute between the Contractor and the Commissioner, such dispute shall be resolved in accordance with the OGS Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

**28. ESTIMATED/SPECIFIC QUANTITY CONTRACTS**

Estimated quantity contracts, also referred to as indefinite delivery/indefinite quantity contracts, are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity is implied or given.

With respect to any specific quantity stated in the Contract, the Commissioner reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the Contract. Notwithstanding the foregoing, the Commissioner may purchase greater or lesser percentages of Contract quantities should the Commissioner and Contractor so agree. Such agreement may include an equitable price adjustment.

**29. EMERGENCY CONTRACTS** In the event that a disaster emergency is declared by Executive Order under Section 28 of Article

2-B of the Executive Law, or the Commissioner determines pursuant to his or her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of Product, the Commissioner reserves the right to obtain such Product from any source, including but not limited to this Contract, as the Commissioner in his or her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim for lost profits for Product procured from other sources pursuant to this clause. The reasons underlying the finding that an emergency exists shall be included in the procurement record.

**30. PURCHASE ORDERS** Unless otherwise authorized in writing by the Commissioner, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User. Unless terminated or cancelled pursuant to the authority vested in the Commissioner, Purchase Orders shall be effective and binding upon the Contractor (i) in the case of formal written Purchase Orders, when placed in the mail prior to the termination of the Contract and addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Contract Award Notification or (ii) in the case of electronic Purchase Orders or Purchasing Card purchases, when electronically transmitted to the Contractor prior to the termination of the Contract.

All Purchase Orders issued pursuant to a Contract let by the Commissioner must be identified with the appropriate Contract number and, if necessary, required State approvals. As deemed necessary, the Authorized User may confirm pricing and other Product information with the Contractor prior to placement of the Purchase Order. The State reserves the right to require any other information from the Contractor which the State deems necessary in order to complete any Purchase Order placed under the Contract. Unless otherwise specified, all Purchase Orders against Centralized Contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the Contractor's order form, confirmation or acknowledgment, and the Contract terms shall be resolved in favor of the terms most favorable to the Authorized User. Should an Authorized User add written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Contract, the Contractor has the option of rejecting the Purchase Order within five business days of its receipt but shall first attempt to negotiate the additional written terms and conditions in good faith with the Authorized User, or fulfill the Purchase Order. Notwithstanding the above, the Authorized User reserves the right to dispute any discrepancies arising from the presentation of additional terms and conditions with the Contractor.

If, with respect to an Agency Specific Contract let by the Commissioner, a Purchase Order is not received by the Contractor within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify in writing the appropriate purchasing officer in OGS. Failure to timely notify such officer may, in the discretion of the OGS Commissioner and without cost to the State, result in the cancellation of such requirement by the OGS Commissioner with a corresponding reduction in the Contract quantity and price.

**31. PRODUCT DELIVERY** Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract. Delivery shall be made within 30 calendar days after receipt of a Purchase Order by the Contractor, unless otherwise agreed to by the Authorized User and the Contractor. The decision of

the Commissioner as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of a Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Commissioner and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Authorized User. If compliance with the delivery time schedule is a material term of the Contract, failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Commissioner's discretion, the Contract.

**32. WEEKEND AND HOLIDAY DELIVERIES** Unless otherwise specified in the Contract or by an Authorized User, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the State of New York). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the State of New York where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance in which event the convenience of the Authorized User shall govern.

### **33. SHIPPING/RECEIPT OF PRODUCT**

**a. Packaging** 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 any extra charges for packing materials, cases or other types of containers. The container shall become and remain the property of the Authorized User unless otherwise specified in the Contract documents.

**b. Shipping Charges** Unless otherwise stated in the Contract, all deliveries shall be deemed to be freight on board (F.O.B.) destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. shipping point plus transportation charges shall not relieve the Contractor from responsibility for safe and proper delivery notwithstanding the Authorized User's payment of transportation charges. Contractor shall be responsible for ensuring that the bill of lading states "charges prepaid" for all shipments.

**c. Receipt of Product** The Contractor shall be solely responsible for assuring that deliveries are made to the locations and/or personnel specified by the Authorized User in the Purchase Order. Any losses or delays resulting from the Contractor's failure to deliver Product to the specified locations or personnel shall be borne exclusively by the Contractor.

### **34. TITLE AND RISK OF LOSS FOR PRODUCTS OTHER THAN TECHNOLOGY PRODUCTS**

Notwithstanding the form of shipment, title or other property interest, risk of loss for Products other than technology Products shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Contract or Purchase Order. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Contract may be rejected or accepted on an adjusted price basis, as determined by the Commissioner. Title, risk of loss, and acceptance for technology Products shall be governed by the Product Acceptance clause.

**35. PRODUCT SUBSTITUTION** In the event a specified Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure clause), a Product deemed in writing by the Commissioner to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Commissioner's written approval may be cause for termination of Contract.

**36. REJECTED PRODUCT** When Product is rejected, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of rejection by the Authorized User. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar-day period.

**37. INSTALLATION** Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the Product or render it unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the Site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or Site. Work shall be performed to cause the least inconvenience to the Authorized User and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

**38. REPAIRED OR REPLACED PRODUCTS, PARTS, OR COMPONENTS** Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including warranties, as set forth in the Warranties clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Remanufactured parts or components meeting new Product standards may be permitted by the Commissioner or Authorized User. Before installation, all proposed substitutes for the original manufacturers' installed parts or components must be approved by the Authorized User. The part or component shall be equal to or of better quality than the original part or component being replaced.

**39. EMPLOYEES, SUBCONTRACTORS AND AGENTS** All employees, Subcontractors, or agents of the Contractor performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical, and training qualifications set forth in the Contract or the Purchase Order, and must comply with all security and administrative requirements of the Authorized User that are communicated to the Contractor. The Commissioner and the Authorized

User reserve the right to conduct a security background check or otherwise approve any employee, Subcontractor, or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on professional, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized User's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract or the Purchase Order. The Commissioner and the Authorized User reserve the right to reject and/or bar from any facility for cause any employee, Subcontractor, or agent of the Contractor.

**40. ASSIGNMENT** In accordance with Section 138 of the State Finance Law, the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute such Contract to any other person, company, firm or corporation in performance of the Contract without the prior written consent of the Commissioner or Authorized User (as applicable); provided, however, any consent shall not be unreasonably withheld, conditioned, delayed or denied. The Commissioner may waive the requirement that such consent be obtained in advance where the Contractor verifies that the assignment, transfer, conveyance, sublease, or other disposition is due to, but not necessarily limited to, a reorganization, merger, or consolidation of the Contractor's business entity or enterprise.

Notwithstanding the foregoing, the State shall not hinder, prevent or affect assignment of money by a Contractor for the benefit of its creditors. Prior to a consent to assignment of monies becoming effective, the Contractor shall file a written notice of such monies assignments with the State Comptroller. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request for assignment to the Commissioner and seek written agreement from the Commissioner which will be filed with the State Comptroller. Commissioner shall use reasonable efforts to promptly respond to any request by Contractor for an assignment, provided that Contractor supplies sufficient information about the party to whom the Contractor proposes to assign the Contract.

Upon notice to the Contractor, the Contract may be assigned without the consent of the Contractor to another State Agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the functions are transferred to a successor Agency or to another Agency that assumes OGS responsibilities for the Contract.

**41. SUBCONTRACTORS AND SUPPLIERS** The Commissioner reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, including, but not limited to: the company failed to solicit New York State certified minority- and women-owned business enterprises as required in prior OGS Contracts; the fact that such Subcontractor or supplier is on the New York State Department of Labor's list of companies with which New York State cannot do business; the Commissioner's determination that the company is not qualified or is not responsible; or the fact that the company has previously provided unsatisfactory work or services.

**42. SUSPENSION OF WORK** The Commissioner, in his or her sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, in the best interests of the Authorized User. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction in State spending, declaration of emergency, contract compliance issues or other circumstances. Upon

issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the Commissioner issues a formal written notice authorizing a resumption of performance under the Contract.

An Authorized User may issue a formal written notice for the suspension of work for which it has engaged the Contractor for reasons specified in the above paragraph. The written notice shall set forth the reason for such suspension and a copy of the written notice shall be provided to the Commissioner.

#### **43. TERMINATION**

**a. For Cause** For a material breach that remains uncured for more than 30 calendar days or other longer period as specified by written notice to the Contractor, the Contract or Purchase Order may be terminated by the Commissioner or Authorized User respectively. Neither the State nor an Authorized User shall be liable for any of Contractor's costs arising from the failure to perform or the termination, including without limitation costs incurred after the date of termination. Such termination shall be upon written notice to the Contractor. In such event, the Commissioner or Authorized User may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

**b. For Convenience** This Contract may be terminated at any time by the Commissioner for convenience upon 60 calendar days or other longer period as specified by written notice, without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this subdivision, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of the termination. Contractor shall use due diligence and fulfill any outstanding Purchase Orders.

**c. For Violation of Sections 139-j and 139-k of the State Finance Law** The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise his or her termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

**d. For Violation of Section 5-a of the New York State Tax Law** The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Contractor in accordance with Section 5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise his or her termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

**e. For Non-Responsibility** The Bidder agrees that if it is found by the State that the Bidder's responses to the Vendor Responsibility Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner at the Contractor's expense where the Contractor is determined by the Commissioner to be non-responsible. In such event, the Commissioner may complete the contractual

requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

**f. Upon Conviction of Certain Crimes** The Commissioner reserves the right to terminate the Contract in the event it is found that a member, partner, director or officer of Contractor is convicted of one or more of the following: Bribery Involving Public Servants and Related Offenses as defined in Article 200 of the New York State Penal Law; Corrupting the Government as defined in Article 496 of the New York State Penal Law; or Defrauding the Government as defined in Section 195.20 of the New York State Penal Law.

**44. SAVINGS/FORCE MAJEURE** A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the Commissioner in the performance of the Contract where non-performance, by exercise of reasonable diligence, cannot be prevented.

The affected party shall provide the other party with written notice of any force majeure occurrence as soon as the delay is known and provide the other party with a written contingency plan to address the force majeure occurrence, including, but not limited to, specificity on quantities of materials, tooling, people, and other resources that will need to be redirected to another facility and the process of redirecting them. Furthermore, the affected party shall use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the force majeure condition continues beyond 30 days, the parties to the Contract shall jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives under the Contract.

The Contractor agrees that in the event of a delay or failure of performance by the Contractor under the Contract due to a force majeure occurrence:

- a. The Commissioner may purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the State, or
- b. The Contractor will provide Authorized Users with access to Products first in order to fulfill orders placed before the force majeure event occurred. The Commissioner agrees that Authorized Users shall accept allocated performance or deliveries during the occurrence of the force majeure event.

Neither the Contractor nor the Commissioner shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the Commissioner to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the Commissioner where the delay or failure will significantly impair the value of the Contract to the State or to Authorized Users, the Commissioner may terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the Commissioner reserves the right, in his or her sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss to the Contractor. In the event of a dispute between the Contractor and the Commissioner, such dispute shall be resolved in accordance with the OGS Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from performing in accordance with the Contract as changed.

#### **45. CONTRACT INVOICING**

**a. Invoicing** Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in a commercially reasonable manner as requested by the Commissioner. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

**b. Payment of Contract Purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment** The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at [www.osc.state.ny.us](http://www.osc.state.ny.us), by e-mail at [HelpDesk@sfs.ny.gov](mailto:HelpDesk@sfs.ny.gov), or by telephone at (518) 457-7737 or toll free (877) 737-4185. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

**c. Payment of Contract Purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment** The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt

of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

#### **46. DEFAULT – AUTHORIZED USER**

**a. Breach by Authorized User** An Authorized User's breach shall not be deemed a breach of the Centralized Contract; rather, it shall be deemed a breach of the Authorized User's performance under the terms and conditions of the Centralized Contract.

**b. Failure to Make Payment** In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 30 calendar days of such delivery and acceptance, the Contractor may, upon five business days advance written notice to both the Commissioner and the Authorized User's purchasing official, suspend additional provision of Products to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future Contract payments.

**c. Notice of Breach** Notwithstanding the foregoing, the Contractor shall, at least 10 business days prior to declaring a breach of Contract by any Authorized User, by certified or registered mail, notify both the Commissioner and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared.

**d. Insufficient basis** If the Contractor's basis for declaring a breach is insufficient, the Contractor's declaration of breach and failure to provide Products to an Authorized User may constitute a breach of the Contract, and the Authorized User may thereafter seek any remedy available at law or equity.

#### **47. PROMPT PAYMENTS**

**a. By State Agencies** Upon acceptance of Product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be 30 calendar days, excluding legal holidays, from the receipt of a proper invoice, as determined in accordance with State Finance Law Section 179-f(2) and 2 NYCRR Part 18. The payment of interest on certain payments due and owed by the State Agency may be made in accordance with State Finance Law Sections 179-d et seq. and the implementing regulations (2 NYCRR § 18.1 et seq.).

**b. By Non-State Agencies** Upon acceptance of Product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be 30 calendar days, excluding legal holidays, or as mandated by the appropriate governing law from the receipt of a proper invoice. The terms of Article 11-A of the State Finance Law apply only to procurements by and the consequent payment obligations of State Agencies. Neither expressly nor by any implication is the statute applicable to non-State agency Authorized Users. Neither OGS nor the State Comptroller is responsible for payments on any purchases made by a non-State agency Authorized User.

**c. By Contractor** Should the Contractor be liable for any payments to the State hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the State Finance Law.

**48. REMEDIES FOR BREACH** Unless otherwise specified by the Authorized User in a Mini-Bid or Purchase Order, in the event that Contractor fails to observe or perform any term or condition of the Contract and such failure remains uncured after 15 calendar days following written notice by the Commissioner or an Authorized User,

the Commissioner or an Authorized User may exercise all rights and remedies available at law or in equity. Notwithstanding the foregoing, if such failure is of a nature that it cannot be cured completely within 15 calendar days and Contractor shall have commenced its cure of such failure within such period and shall thereafter diligently prosecute all steps necessary to cure such failure, such 15-day period may, in the sole discretion of the Commissioner or the Authorized User, be extended for a reasonable period in no event to exceed 60 calendar days. It is understood and agreed that the rights and remedies available to the Commissioner and Authorized Users in the event of breach shall include but not be limited to the following:

**a. Cover/Substitute Performance** In the event of Contractor's material, uncured breach, the Commissioner or Authorized User may, with or without issuing a formal Solicitation: (i) purchase from other sources; or (ii) if the Commissioner or Authorized User is unsuccessful after making reasonable attempts, under the circumstances then-existing, to timely obtain acceptable replacement Product of equal or comparable quality, the Commissioner or Authorized User may acquire acceptable replacement Product of lesser or greater quality. Such purchases may be deducted from the Contract quantity without penalty or liability to the State.

**b. Withhold Payment** In any case where a reasonable question of material, uncured non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Authorized User.

**c. Bankruptcy** In the event that the Contractor files, or there is filed against Contractor, a petition under the U.S. Bankruptcy Code during the term of this Centralized Contract, Authorized Users may, at their discretion, make application to exercise their right to set-off against monies due the debtor or, under the doctrine of recoupment, be credited the amounts owed by the Contractor arising out of the same transactions.

**d. Reimbursement of Costs Incurred** The Contractor agrees to reimburse the Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses, including reasonable attorney's fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the ordering Authorized User may obtain replacement Product temporarily and the cost of the replacement Product shall be deducted from the Contract quantity without penalty or liability to the State.

**e. Deduction/Credit** Sums due as a result of these remedies may be deducted or offset by the Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Commissioner reserves the right to determine the disposition of any rebates, settlements, restitution, damages, etc., that arise from the administration of the Contract.

**49. ASSIGNMENT OF CLAIM** Contractor hereby assigns to the State any and all claims for overcharges associated with this Contract that may arise under the antitrust laws of the United States, 15 USC

Section 1, et seq. and the antitrust laws of the State of New York, General Business Law Section 340, et seq.

**50. TOXIC SUBSTANCES** Each Contractor furnishing a toxic substance, as defined by Section 875 of the Labor Law, shall provide such Authorized User with not less than two copies of a Safety Data Sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Safety Data Sheet must be provided to and approved by the Authorized User.

**51. INDEPENDENT CONTRACTOR** It is understood and agreed that the legal status of the Contractor, its Subcontractors, agents, officers and employees under this Contract is that of an independent contractor, and in no manner shall they be deemed employees of the Authorized User, and therefore are not entitled to any of the benefits associated with such employment.

**52. SECURITY** Contractor warrants, covenants and represents that, in the performance of the Contract, Contractor, its agents, Subcontractors, officers, distributors, resellers and employees will comply fully with all security procedures of the Authorized User set forth in the Contract or Purchase Order or otherwise communicated in advance to the Contractor including but not limited to physical, facility, documentary and cyber security rules, procedures and protocols.

**53. COOPERATION WITH THIRD PARTIES** The Contractor shall be responsible for fully cooperating with any third party, including but not limited to other Contractors or Subcontractors of the Authorized User, as necessary to ensure delivery or performance of Product.

#### **54. WARRANTIES**

**a. Product Performance** Contractor hereby warrants and represents that the Products acquired by the Authorized User under this Contract conform to the manufacturer's specifications, performance standards and Documentation and that the Documentation fully describes the proper procedure for using the Products.

**b. Title and Ownership** Contractor warrants and represents that it has (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver specified license rights to any Products acquired by Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor shall indemnify Authorized Users and hold Authorized Users harmless from any damages and liabilities (including reasonable attorneys' fees and costs) arising from any breach of Contractor's warranties as set forth herein.

**c. Product Warranty** Contractor further warrants and represents that Products, components or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be substantially free from defects in material and workmanship and will conform to all requirements of the Contract for the manufacturer's standard commercial warranty period, if applicable, or for a minimum of one year from the date of acceptance, whichever is longer (the "Product warranty period").

During the Product warranty period, defects in the materials or workmanship of Products, components, or parts specified and furnished by or through Contractor, whether specified and furnished

individually or as a system, shall be repaired or replaced by Contractor at no cost or expense to the Authorized User. Contractor shall extend the Product warranty period for individual Products, or for the system as a whole, as applicable, by the cumulative periods of time, after notification, during which an individual Product, or the system as a whole, requires repairs or replacement resulting in down time or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Any component or part replaced by the Contractor under the Contract warranties shall be guaranteed for the greater of: (i) the Product warranty period set forth herein; or (ii) the manufacturer's standard commercial warranty period offered for the component or part, if applicable.

All costs for materials, labor, and transportation incurred to repair or replace Products, parts, components, or systems as a whole during the warranty period shall be borne solely by the Contractor, and the State or Authorized User shall in no event be liable or responsible therefor.

Where Contractor, the Third-Party Software vendor, or other third-party manufacturer markets any Product delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the Product warranty and extended warranty periods. Where such standard commercial warranty covers all or some of the Product warranty or extended warranty periods, Contractor shall be responsible for the coordination during the Product warranty or extended warranty periods with Third-Party Software vendor or other third-party manufacturers for warranty repair or replacement of Third-Party Software vendor or other third-party manufacturer's Product.

Where Contractor, Third-Party Software vendor, or other third-party manufacturer markets any Product with a standard commercial warranty that goes beyond the Product warranty or extended warranty periods, Contractor shall notify the Authorized User and pass through the standard commercial warranty to Authorized User at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the standard commercial warranty after expiration of the Product warranty and extended warranty periods.

Unless recycled, recyclable, or recovered materials are available in accordance with the Remanufactured, Recycled, Recyclable, or Recovered Materials clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered. Contractor further warrants and represents that no component or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Contractor shall not be responsible for any modification of the Products made by an Authorized User without Contractor's approval.

**d. Virus Warranty** The Contractor represents and warrants that any Product acquired under the Contract by the Authorized User does not contain any known Viruses. Contractor is not responsible for Viruses introduced at an Authorized User's Site.

**e. Date/Time Warranty** Contractor warrants that Product furnished pursuant to this Contract shall, when used in accordance with the Product Documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an

acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: (i) consulting, integration, code or data conversion, (ii) maintenance or support services, (iii) data entry or processing, or (iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

**f. Workmanship Warranty** Contractor warrants that the services acquired under this Contract will be provided in a professional and workmanlike manner in accordance with the applicable industry standards, if any. The Authorized User must notify Contractor of any services warranty deficiencies within 90 calendar days from performance of the services that gave rise to the warranty claim.

**g. Survival of Warranties** All warranties contained in this Contract shall survive the termination of this Contract.

**h. Prompt Notice of Breach** The Authorized User shall promptly notify the Contractor and the Commissioner in writing of any claim of breach of any warranty provided herein.

**i. Additional Warranties** Where Contractor, Product manufacturer or service provider generally offers additional or more advantageous warranties than those set forth herein, Contractor shall offer or pass through any such warranties to Authorized Users.

**j. No Limitation of Rights** The rights and remedies of the State and the Authorized Users provided in this clause are in addition to and do not limit any rights afforded to the State and the Authorized Users by any other clause of the Contract.

**55. LEGAL COMPLIANCE** Contractor represents and warrants that it shall secure all notices and comply with all applicable laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any extensions thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Solicitation and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Commissioner. Failure to comply or failure to provide proof may constitute grounds for the Commissioner to terminate or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner. Contractor also agrees to disclose information and provide affirmations and certifications to comply with Sections 139-j and 139-k of the State Finance Law.

**56. INDEMNIFICATION** Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold the Authorized Users harmless from suits, actions, proceedings, claims, losses, damages, and costs (including reasonable attorney fees) of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from this Contract, without limitation;

provided, however, that the Contractor shall not be obligated to indemnify an Authorized User for any claim, loss or damage arising hereunder to the extent caused by the negligent act, failure to act, gross negligence or willful misconduct of the Authorized User.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, or other suit for which Contractor is required to fully indemnify an Authorized User, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim for death, personal injury or damage to real or personal tangible property caused by any intentional or willful act, gross negligence, or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from the Products supplied under this Contract, and Contractor is of the opinion that the allegations in such action or proceeding in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of the Authorized User and attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.

#### **57. INDEMNIFICATION RELATING TO INFRINGEMENT**

The Contractor shall also defend, indemnify and hold the Authorized Users harmless from all suits, actions, proceedings, claims, losses, damages, and costs of every name and description (including reasonable attorney fees), relating to a claim of infringement of a patent, copyright, trademark, trade secret or other proprietary right provided such claim arises solely out of the Products as supplied by the Contractor, and not out of any modification to the Products made by the Authorized User or by someone other than Contractor at the direction of the Authorized User without Contractor's approval; provided, however, that the Contractor shall not be obligated to indemnify an Authorized User for any claim, loss or damage arising hereunder to the extent caused by the negligent act, failure to act, gross negligence or willful misconduct of the Authorized User.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit alleging infringement, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

If usage of a Product shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its

own expense and sole discretion to take action in the following order of precedence: (i) to procure for the Authorized User the right to continue usage (ii) to modify the service or Product so that usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace such Product or parts thereof, as applicable, with non-infringing Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided that the Authorized User is given a refund for any amounts paid for the period during which usage was not feasible.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim that the Authorized User's use of the Product under the Contract infringes any patent, copyright, trademark, trade secret or proprietary right, and Contractor is of the opinion that the allegations in such action or proceeding in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of the Authorized User and attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters. This constitutes the Authorized User's sole and exclusive remedy for infringement of a patent, copyright, trademark, trade secret, or other proprietary right.

**58. LIMITATION OF LIABILITY** Except as otherwise set forth in the Indemnification clause and the Indemnification Relating to Infringement clause, the limit of liability shall be as follows:

**a.** Contractor's liability for any claim, loss or liability arising out of, or connected with the Products provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Products forming the basis of the Authorized User's claim or (ii) five hundred thousand dollars (\$500,000), whichever is greater.

**b.** The Authorized User may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Authorized User unless Contractor at the time of the presentation of claim shall demonstrate to the Authorized User's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

**c.** Notwithstanding the above, neither the Contractor nor the Authorized User shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Authorized User, the Contractor, or by others.

#### **59. DISPUTE RESOLUTION PROCEDURES**

It is the policy of OGS to provide interested parties, as defined in the OGS Dispute Resolution Procedures, with an opportunity to

administratively resolve disputes, complaints or inquiries related to Solicitations, contract awards and contract administration. OGS encourages interested parties to seek resolution of disputes through consultation with OGS staff. All such matters shall be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of the OGS Dispute Resolution Procedures may be obtained by contacting the designated contact for the Solicitation, the Contract manager, or at the OGS website. OGS reserves the right to change the procedures set forth in the Dispute Resolution Procedures without seeking a Contract amendment.

*To the extent the scope of the Solicitation or Contract includes the sale, development, maintenance, or use of information technology Products such as software, computer components, systems, or networks for the processing, and distribution, or storage, or storage of data, the following clauses shall govern, as applicable.*

**60. SOFTWARE LICENSE GRANT** Where Product is acquired on a licensed basis the following shall constitute the license grant:

**a. License Scope** Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product within its business enterprise in the United States up to the maximum licensed capacity stated on the Purchase Order. Product may be accessed, used, executed, reproduced, displayed or performed up to the capacity measured by the applicable licensing unit stated on the Purchase Order (e.g., payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation, virtual partition). Licensee shall have the right to use those modifications or customizations of the Product that have been purchased by Licensee and to distribute such modifications or customizations for use by any Authorized Users otherwise licensed to use the Product, provided that any modifications or customizations, however extensive, shall not diminish Licensor's proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.

Licensee and Contractor may agree to alternative licensing rights (e.g., subscription, term, virtual) for specific Products used by the Contractor in performing the services, provided such agreement is reached prior to Bid, Mini-Bid, RFQ, or Contract award, as applicable. Such licensing rights will be specified in an applicable Purchase Order or other document approved by Licensee and Contractor.

**b. License Term** The license term shall commence upon the License Effective Date, provided, however, that where an acceptance or trial period applies to the Product, the license term shall be extended by the time period for testing, acceptance or trial.

**c. Product Documentation** Contractor shall provide Product Documentation electronically to Licensee at no charge. If Product Documentation is made available to customers in hard copy, Contractor shall provide at no charge one hard copy.

Contractor hereby grants to Licensee a non-exclusive, fully paid-up, royalty-free perpetual license in the Product Documentation to make, reproduce, and distribute, either electronically or otherwise, copies of the Product Documentation as necessary to enjoy full use of the Product in accordance with the Contract.

**d. Product Technical Support & Maintenance** Licensee shall have the option of electing the Product technical support and maintenance ("maintenance") set forth in the Contract by giving written notice to Contractor any time during the Centralized Contract term. Contractor shall fully disclose all terms and conditions of maintenance available to Licensee, including the extent to which updates, upgrades, revisions, and new releases are included in maintenance. Maintenance terms and any renewals thereof are independent of the expiration of the Centralized Contract term and shall not automatically renew.

Unless otherwise provided by written agreement between the Contractor and Licensee, maintenance offered shall include, at a minimum, (i) the provision of Error Corrections, updates, enhancements, revisions, Patches, and upgrades to Licensee, and (ii) help desk assistance at no additional cost, either by toll-free telephone

or on-line functionality. Contractor shall maintain the Product so as to provide Licensee with the ability to utilize the Product in accordance with the Product Documentation without significant functional downtime to its ongoing business operations during the maintenance term.

Licensee shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon notice to Contractor. In the event that Licensee does not initially acquire or discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor the amount that would have been due under the Contract for the period of time that such maintenance had lapsed, at then current NYS net maintenance rates. Contractor shall submit written notification to Licensees of the upcoming maintenance end date no later than 60 calendar days prior to such maintenance end date.

**e. Permitted License Transfers** As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated Site not originally specified in the license, including transfers within Agencies, between Agencies, and pursuant to governmental restructuring or reorganization ("permitted license transfers"). Licensees do not have to obtain the approval of Contractor for permitted license transfers, but must give 30 days prior written notice to Contractor of such moves and certify in writing that the Product is not in use at the prior Site. There shall be no additional license or other transfer fees due Contractor, provided that: (i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred Site (e.g., named users, seats, or MIPS); or (ii) if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee. In the event that the maximum capacity of the consolidated machine is greater than the combined individual license capacity of all licenses running at the consolidated or transferred Site, and a logical or physical partition or other means of restricting use is not available, the fees due Contractor shall not exceed the fees otherwise payable for a single license for the upgrade capacity.

**f. Restricted Use By Third Parties** Third parties retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: (i) Licensee gives notice to Contractor of such third party, Site of intended use of the Product, and means of access; and (ii) such third party has executed, or agrees to execute, the Product manufacturer's standard nondisclosure or restricted use agreement, which executed agreement shall be accepted by the Contractor ("Non-Disclosure Agreement"); and (iii) such third party maintains a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third party's compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the State or Licensee.

**g. Archival Back-Up and Disaster Recovery** Licensee may use and copy the Product and related Documentation in connection with: (i) reproducing a reasonable number of copies of the Product for

archival backup and disaster recovery procedures; (ii) reproducing a reasonable number of copies of the Product and related Documentation for cold site storage; (iii) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed herein. The phrase "cold site storage" means a restorable back-up copy of the Product not to be installed until the need for disaster recovery arises. The phrase "disaster recovery" means the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development. Contractor shall fully disclose all archival back-up and disaster recovery options available to Licensee (e.g., cold, warm, and hot back-up), including all terms and conditions, additional charges, or use authorizations associated with such options.

**h. Confidentiality Restrictions** If any portion of the Product or Product Documentation contains confidential, proprietary, or trade secret information, the Contractor shall identify such information in writing to the Licensee. The terms of Licensee's use and disclosure of such information shall be governed by a written agreement between the Contractor and the Licensee, which, in the case of Licensees that are State or local governmental entities, recognizes that they are subject to the New York Freedom of Information Law.

**i. Restricted Use by Licensee** Except as expressly authorized by the Terms of License, Licensee shall not: (i) copy the Product; (ii) cause or permit reverse compilation or reverse assembly of all or any portion of the Product; or (iii) export the Licensed Software in violation of the Export Administration Regulations (EAR) or the International Traffic in Arms Regulations (ITAR).

**61. PRODUCT ACCEPTANCE** Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, an Authorized User shall have 30 days from the date of delivery to accept hardware Products and 60 days from the date of delivery to accept all other Product. Where the Contractor is responsible for installation, acceptance shall be from completion of installation. Title or other property interest and risk of loss shall not pass from Contractor to the Authorized User until the Products have been accepted. Failure to provide notice of acceptance or rejection or a deficiency statement to the Contractor by the end of the period provided for under this clause constitutes acceptance by the Authorized User as of the expiration of that period. The license term shall be extended by the time periods allowed for trial use, testing and acceptance.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User shall have the option to run testing on the Product prior to acceptance, such tests and data to be specified by Authorized User. Where using its own data or tests, Authorized User must have the tests or data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Authorized User, which shall be made part of the Contractor's standard documentation and shall be covered by the Product warranty. The test data shall remain accessible to the Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within the specified acceptance period, and the Contractor or Product is responsible for the delay, Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for an additional 30 day increment. Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, if the Authorized User elects to provide a deficiency statement specifying how the Product fails to meet the specifications within the testing period, Contractor shall have 30 days to correct the deficiency, and the Authorized User shall have an additional 60 days to evaluate the Product as provided herein.

If the Product does not meet the specifications at the end of the extended testing period, Authorized User, upon prior written notice to Contractor, may then reject the Product and return all defective Product to Contractor, and Contractor shall refund any monies paid by the Authorized User to Contractor therefor. Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the Authorized User's agents or employees. Said costs shall be limited to the amounts set forth in the Limitation of Liability clause for any liability for costs incurred at the direction or recommendation of Contractor. When Product is not accepted, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of non-acceptance by the Authorized User. Rejected items not removed by the Contractor within the ten calendar day period shall be regarded as abandoned by the Contractor and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any costs incurred in storage or effecting removal or disposition after the ten calendar day period.

**62. AUDIT OF LICENSED PRODUCT USAGE** Contractor shall have the right to periodically audit, no more than annually, at Contractor's expense, use of licensed Product at any Site where a copy of the Product resides. Contractor may conduct such audits remotely or on Site. If conducted remotely and if Contractor makes a license management program available, the Licensee agrees to install such program and use it within a reasonable period of time, provided such program meets Licensee's security or other requirements. If conducted on Site: (i) Contractor shall give Licensee at least 30 days advance written notice, (ii) such audit shall be conducted during Licensee's normal business hours, (iii) the audit shall be conducted by an independent auditor chosen on mutual agreement of the parties. Contractor shall recommend a minimum of three auditing/accounting firms from which the Licensee will select one; and (iv) Contractor and Licensee are each entitled to designate a representative who shall be entitled to participate, and who shall mutually agree on audit format, and simultaneously review all information obtained by the audit. Such representatives also shall be entitled to copies of all reports, data or information obtained from the audit. If the audit shows that such party is not in compliance, Licensee shall be required to purchase additional licenses or capacities necessary to bring it into compliance and shall pay for the unlicensed capacity at the net pricing in effect under the Contract at time of audit, or if none, then at the Contractor's U.S. commercial list price. Once such additional licenses or capacities are purchased, Licensee shall be deemed to have been in compliance retroactively, and Licensee shall have no further liability of any kind for the unauthorized use of the software.

In the event of an on-Site audit, the Software Alliance, Software Publishers Association (SPA), Software and Industry Information Association (SIIA) or Federation Against Software Theft (FAST) may not be used directly or indirectly to conduct such audit, nor may such entities be recommended by Contractor.

### **63. NO HARDSTOP OR PASSIVE LICENSE MONITORING**

Unless otherwise expressly agreed to by the Licensee, the Product and all upgrades shall not contain any computer code that would disable the Product or upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," or "drop dead" devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a "trap door" device). Any Contractor access to the Product agreed to by Licensee as provided above shall be in accordance with Licensee's security or other requirements. Contractor agrees that in the event of a breach of this provision that Licensee shall not have an adequate remedy at law, including monetary damages, and that Licensee shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which Licensee shall be entitled.

### **64. OWNERSHIP/TITLE TO PROJECT DELIVERABLES**

This clause shall apply where Contractor is commissioned by the Authorized User to furnish project deliverables as detailed in the Purchase Order.

#### **a. Definitions**

(i) For purposes of this clause, "Products" means deliverables furnished under this Contract by or through Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment, b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on electronic media c) Third-Party Software, d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components, and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, Source Code, object code).

(ii) For purposes of this clause, "Existing Products" means tangible Products and intangible licensed Products that exist prior to the commencement of work under the Contract. Contractor bears the burden of proving that a particular product was in existence prior to the commencement of the project.

(iii) For purposes of this clause, "Custom Products" means Products, preliminary, final, or otherwise, that are created or developed by Contractor, its Subcontractors, partners, employees, or agents for Authorized User under the Contract.

**b. Title to Project Deliverables** Unless otherwise specified in writing in the Purchase Order, the Authorized User shall have ownership and license rights as follows:

#### **(i) Existing Products:**

**1. Hardware** - Title and ownership of Existing hardware Products shall pass to Authorized User upon acceptance.

**2. Software** - Title and ownership to Existing software Products delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other Third-Party Software vendor ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or the Third-Party Software vendor. Effective upon acceptance, such Product shall be licensed to Authorized User in accordance with the Contractor or Third-Party Software vendor's standard license

agreement; provided, however, that such standard license, must, at a minimum: (a) grant Authorized User a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises Authorized User as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the Authorized User's satisfaction) and distribute Existing Licensed Product to the Authorized User up to the license capacity stated in the Purchase Order or work order with all license rights necessary to fully effect the general business purposes stated in the Solicitation or Authorized User's Purchase Order or work order, including the financing assignment rights set forth in paragraph (c) below; and (b) recognize the State of New York as the Licensee where the Authorized User is a State Agency, department, board, commission, office or institution. Where these rights are not otherwise covered by the Third-Party Software vendor's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Authorized User shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this clause.

**(ii) Custom Products:** Effective upon creation of Custom Products, Contractor hereby conveys, assigns and transfers to Authorized User the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a Purchase Order, project definition or work order in the course of Contractor's business. Authorized User may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of Authorized User taking exclusive ownership and title to such Products. In such case, Licensee on behalf of all Authorized Users shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purposes as stated in paragraph (b)(i)(2), above.

**c. Transfers or Assignments to a Third-Party Financing Agent** It is understood and agreed by the parties that a condition precedent to the consummation of the purchases under the Contract may be the obtaining of acceptable third-party financing by the Authorized User. The Authorized User shall make the sole determination of the acceptability of any financing proposal. The Authorized User will make all reasonable efforts to obtain such financing, but makes no representation that such financing has been obtained as of the date of Bid receipt. Where financing is used, Authorized User may assign or transfer its rights in Licensed Products (existing or custom) to a third-party financing entity or trustee ("Trustee") as collateral where required by the terms of the financing agreement. Trustee's sole rights with respect to transferability or use of Licensed Products shall be to exclusively sublicense to Authorized User all of its Licensee's rights under the terms and conditions of the License Agreement; provided, further, however, in the event of any termination or expiration of such sublicense by reason of payment in full, all of Trustee's rights in such Licensed Product shall terminate immediately and Authorized User's prior rights to such Existing Licensed Product shall be revived.

**d. Sale or License of Custom Products Involving Tax-Exempt Financing (i.e., Certificates of Participation - COPS)** The Authorized User's sale or other transfer of Custom Products which were acquired by the Authorized User using third-party, tax-exempt financing may not

occur until such Custom Products are, or become, useable. In the event that the Contractor wishes to obtain ownership rights to Custom Products, the sale or other transfer shall be at fair market value determined at the time of such sale or other transfer, and must be pursuant to a separate written agreement in a form acceptable to the Authorized User which complies with the terms of this clause.

**e. Contractor's Obligation with Regard to Third-Party Software** Where Contractor furnishes Existing Licensed Products as a project deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the Contractor or the Third-Party Software vendor's standard license agreement, Contractor shall be responsible for obtaining from the Third-Party Software proprietary owner/developer the rights set forth herein to the benefit of the Authorized User at Contractor's sole cost and expense.

**65. PROOF OF LICENSE** The Contractor must provide to each Licensee who places a Purchase Order either: (i) the Product developer's certified license confirmation certificates in the name of such Licensee; (ii) a written confirmation from the proprietary owner accepting Product invoice as proof of license; or (iii) other similar proof of license. All proofs of license must be in a form acceptable to the Licensee.

## **66. CHANGES TO PRODUCT OR SERVICE OFFERINGS**

**a. Product or Service Discontinuance** Where Contractor is the Product manufacturer/developer, and Contractor publicly announces to all U.S. customers ("date of notice") that a Product is being withdrawn from the U.S. market or that maintenance service or technical support provided by Contractor ("withdrawn support") is no longer going to be offered, Contractor shall be required to: (i) notify the Commissioner and each Licensee then under contract for maintenance or technical support in writing of the intended discontinuance; and (ii) continue to offer Product or withdrawn support upon the Contract terms previously offered for the greater of: (a) the best terms offered by Contractor to any other similarly situated, supported customer, or (b) not less than 12 months from the date of notice; and (iii) at Licensee's option, and in order to enable Licensee to continue the use and maintenance of the Product, provide Licensee with a Product replacement or migration path with at least equivalent functionality at no additional charge, provided that Licensee is under contract for maintenance on the date of notice and Contractor is offering such replacement or migration path to all of its similarly situated, supported customers without additional charge.

In the event that the Contractor is not the Product manufacturer, Contractor shall be required to: (i) provide the notice required under the paragraph above, to the entities described within five business days of Contractor receiving notice from the Product manufacturer, and (ii) include in such notice the period of time from the date of notice that the Product manufacturer will continue to provide Product or withdraw support.

The provisions of this subdivision (a) shall not apply or eliminate Contractor's obligations where withdrawn support is being provided by an independent Subcontractor. In the event that such Subcontractor ceases to provide service, Contractor shall be responsible for subcontracting such service, subject to State approval, to an alternate Subcontractor.

**b. Product or Service Re-Bundling** In the event that Contractor is the Product manufacturer and publicly announces to all U.S. customers ("date of notice") that a Product or maintenance or technical support offering is being re-bundled in a different manner from the structure or licensing model of the prior U.S. commercial offering, Contractor shall

be required to: (i) notify the Commissioner and each Licensee in writing of the intended change; (ii) continue to provide Product or withdrawn support upon the same terms and conditions as previously offered on the then-current NYS Contract for the greater of: (a) the best terms offered by Contractor to any other similarly situated, supported customer, or (b) not less than 12 months from the date of notice; and (iii) shall submit the proposed rebundling change to the Commissioner for approval prior to its becoming effective for the remainder of the Contract term. The provisions of this section do not apply if the Contractor is not the Product manufacturer.

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Vendor	Consoles	Project management	Freight	Console Installation	Total Cost
EVANS	\$262,471.66	\$6,750.00	\$22,445.56	\$28,868.61	\$320,535.83
EVOSITE	\$283,016.58	\$0.00	\$32,345.89	\$34,349.50	\$349,711.97
TRESCO	\$331,440.32	\$3,225.00	\$30,444.87	\$31,897.44	\$397,007.63



## Formal Bid and Award System

Award #9 October 13, 2022

**Type of Award Request:** CHANGE ORDER  
**Requestor Name:** Roh, Mir  
**Requestor Phone:** 904-665-5887  
**Project Title:** Engineering Services for the Park and King 13.2/4kV Substation  
**Project Number:** 788-122 (8006124)  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$33,222.00

### Scope of Work:

JEA is requesting Proposals from qualified companies that can provide engineering services for the Park and King 13.2/4kV Substation. (also referred to herein as the “Work” or “Services”).

The scope of work includes design for the Park and King Substation site is located in the Riverside and Avondale Historic District. Due to the age of the existing switchgear and transformer, as well as the desire to keep the 4kV system operational within the historic district, JEA has elected to replace the substation with new and modern equipment.

Various new technologies and practices have emerged since this substation was originally build circa 1956. JEA’s plan would be to implement new features such as a masonry blast wall, arc quenching/terminating technology, fiber optic communication, and a redundant station service feed.

This substation will be provisioned for one (1) power transformer, one (1) power block, with one (1) main breaker and two (2) feeder breakers.

**JEA IFB/RFP/State/City/GSA#:** 002-20  
**Purchasing Agent:** Lovgren, Rodney D.  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
WORLEY GROUP, INC.	Tim Ward	timothy.ward@worleyparsons.com	13901 Sutton Park Drive, South, Suite 400, Jacksonville, FL 32224	(904) 551-7383	\$33,222.00

**Amount of Original Award:** \$363,457.00  
**Date of Original Award:** 12/19/2019  
**Change Order Amount:** \$33,222.00  
**List of Previous Change Order/Amendments:**

CPA #	Amount	Date
186895	\$36,354.47	04/12/2022

**New Not-To-Exceed Amount:** \$433,033.47  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 01/05/2020  
**End Date (mm/dd/yyyy):** Project Completion (Expected: 12/30/2022)  
**JSEB Requirement:** Goal (10%)

**Comments on JSEB Requirements:**

Original Award  
 Johnson Surveying & Mapping – 6%  
 Meskel & Associates Engineering – 4%

This Contract Increase – No Change

**Background/Recommendations:**

Originally approved by Awards Committee on 12/19/2019 in the amount of \$363,457.00 to Worley Group Inc. A copy of the original award is attached as backup.

This award request is for a change order & cost increases to the design & engineering services contract of Worley Group Inc. for continued construction support for the Park & King Construction project. This project has encountered several obstacles from the original award to date which have caused additional cost and project completion delays such as:

- Additional engineering hours were incurred due to a manhole relocation due to unknown underground obstruction, a wastewater line that could not be moved
- Additional Surveying and Geotech work required due to location conditions & community outreach, JEA agreed to resurface the adjacent drive access of Gale court, which was not included in the original design
- Project delay
  - Engineering design phase 5 months due to permitting approval and JEA funding delays due to trending across fiscal years and receiving manufacturer design submittals
  - Project suspended for 9 months due to equipment lead time issued (transformer & switchgear supplier) associated with pandemic, caused project delay, which caused added hours in design phase (piecemealing design as additional was provided)

JEA used the original negotiated hourly rates to develop the award amount for this increase in hours. The change order quote is attached as backup. Compared to estimated construction costs of \$1,822,500.00, the proposed design fee is 21.9% of construction costs and SDC fee of \$33,222.00 is 1.8% of construction costs. Budget has been increased to match the award amount. The engineering and SDC is deemed reasonable, given the project size, location challenges and other schedule impacts.

The project details are below:

- Construction Budget Estimate (Original estimate at the time of Proposal): \$2,385,600.00
- Current Construction Cost: \$ (Reliable Substation): 1,822,500.00
- Engineering Budget Estimate (at the time of Proposal): \$381,600.00
- Total Engineering Cost After Change Order(s): \$433,033.47
- Original Design Completion Date: Expected – 09/30/2020
- Revised Design Completion Date: Actual – 01/30/2022
- Original Construction Completion Date: Expected – 09/30/2021

- Revised Construction Completion Date: Expected – 05/31/2023

Request approval to award a change order to Worley Group Inc. for additional services during construction in the amount of \$33,222.00, for a new not-to-exceed amount of \$433,033.47, subject to the availability of lawfully appropriated funds.

**Manager:** Hamilton, Darrell D. - Mgr Transmission and Substation Projects  
**Director:** Acs, Gabor - Sr Dir Engineering & Projects  
**VP:** Melendez-Melendez, Pedro A. - VP Planning Engineering & Construction

**APPROVALS:**

Stephen Datz 10/13/2022

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

Stephanie M Healy 10/13/2022

**Budget Representative** **Date**



## Formal Bid and Award System

Award #5 December 19, 2019

**Type of Award Request:** PROPOSAL (RFP)  
**Request #:** N/A  
**Requestor Name:** Rinehart, Jason - Electric Systems Engineer  
**Requestor Phone:** (904) 665-7380  
**Project Title:** Engineering Services for the Park and King 13.2/4kV Substation  
**Project Number:** CP # 788-122  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$381,600

**Scope of Work:**

JEA is requesting Proposals from qualified companies that can provide engineering services for the Park and King 13.2/4kV Substation. (also referred to herein as the "Work" or "Services").

The scope of work includes design for the Park and King Substation site is located in the Riverside and Avondale Historic District. Due to the age of the existing switchgear and transformer, as well as the desire to keep the 4kV system operational within the historic district, JEA has elected to replace the substation with new and modern equipment.

Various new technologies and practices have emerged since this substation was originally build circa 1956. JEA's plan would be to implement new features such as a masonry blast wall, arc quenching/terminating technology, fiber optic communication, and a redundant station service feed.

This substation will be provisioned for one (1) power transformer, one (1) power block, with one (1) main breaker and two (2) feeder breakers.

This project will positively affect JEA Measures of Value:

- Customer Value: substation upgrades, provide right sized system improvements, which minimize cost to the customer, while maintaining service levels, increasing overall value of the utility to the customer.
- Community Impact Value: Improved operational reliability and flexibility of the substation and grid improves the level of service and positively impacts the community.
- Environmental Value: Substation efficiency decreases overall grid and system losses making the most efficient use of power generated, lessening the utilities impact on the environment.
- Financial Value: Correctly planned & timed upgrades to substations, make the best use of capital resources, while keeping the grid at operating within design limitations, which provides a better return on investment and creates financial value.

**JEA IFB/RFP/State/City/GSA#:** 002-20  
**Purchasing Agent:** Lovgren, Rodney  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
WORLEY GROUP, INC	Tim Ward	timothy.ward@worleyparsons.com	13901 Sutton Park Drive, South, Suite 400, Jacksonville, FL 32224	(904) 551-7383	\$363,457.00

**Amount for entire term of Contract/PO:** \$363,457.00  
**Award Amount for remainder of this FY:** \$363,457.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 01/05/2020  
**End Date (mm/dd/yyyy):** Project Completion (Expected: 09/30/2020)  
**JSEB Requirement:** Evaluation Criteria (10%)  
**Comments on JSEB Requirements:**  
 Johnson Surveying & Mapping – 6%  
 Meskel & Associates Engineering – 4%

**PROPOSERS:**

Name	Amount	Rank
WORLEY GROUP, INC	\$363,457.00	1
MOTT MACDONALD	N/A	2
FRED WILSON & ASSOCIATES	N/A	3
LEIDOS ENGINEERING	N/A	4
EC FENNELL	N/A	5
GAI CONSULTANTS	N/A	6
SALAS O'BRIEN	N/A	7

**Background/Recommendations:**

Advertised on 10/07/2019. Eleven (11) prime companies attended the mandatory pre-proposal meeting held on 10/17/2019. At proposal opening on 10/29/2019, JEA received Seven (7) proposals. The public evaluation meeting was held on 11/25/2019 and JEA deemed Worley Group Inc the most qualified to perform the work. A copy of the evaluation matrix and negotiated schedule and fees are attached as backup.

Negotiations with Worley Group, Inc. were successfully completed. The proposed engineering design of \$363,457.00 is 4.7% lower than estimated due to budget estimating variance. Compared to estimated construction & equipment costs of \$2,385,600.00, the proposed design fee is 15.2% of construction costs. A new budget trend will be submitted once construction award is made.

The Worley Group has held their rates fixed since 2017. The rates for this project are fixed.

The project details are below:

- Construction & Materials Budget Estimate (at the time of Proposal): \$2,385,600.00
- Engineering Budget Estimate (at the time of Proposal): \$381,600.00
- Engineering Cost: \$363,457.00
- Design Completion Date: Expected - 06/30/2020
- Construction Completion Date: Expected - 09/30/2021.

002-20 – Request approval to award a contract to Worley Group Inc, for Engineering Services for the Park and King 13.2/4kV Substation, in the amount of \$363,457.00, subject to the availability of lawfully appropriated funds.

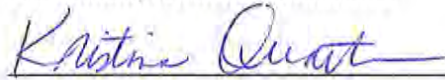
**Director:** Pinkstaff, Larry G. - Dir Energy Project Mgmt & Joint Assets  
**Sr. Director:** Acs, Gabor - Sr Dir Engineering & Projects  
**VP:** Anders, Caren B. - VP/GM Energy

**APPROVALS:**

 12/19/19

**Chairman, Awards Committee**

**Date**

 12/19/19

**Manager, Operating Budgets**

**Date**

Fee Proposal  
Engineering Services  
Continued Construction Support for the Park & King 13.2/4kV Substation Rebuild

August 30, 2022

Mr. Mir Roh  
JEA Substation Engineering  
21 West Church Street, Tower 9  
Jacksonville, Florida 32202

**RE: FEE PROPOSAL (REVISION 1)  
ENGINEERING SERVICES FOR CONTINUED CONSTRUCTION SUPPORT FOR  
THE PARK & KING 13.2/4KV SUBSTATION REBUILD**

## Introduction

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Worley is grateful for this opportunity to serve JEA. As always, our goal is to ensure JEA's expectations are exceeded in a continuing effort to enhance our business relationship. We look forward to another successful project. Please do not hesitate to contact us if there are any questions.

## Scope of Work

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### General Background

The original Park & King bid proposal from Worley allocated fifty (50) hours for construction support to handle activities such as site visits, review of contractor submittals and technical clarifications. In the several months construction has been active on the project, Worley has now expended more than 80% of these allotted support hours.

In the initial stages of the project, a few unexpected items developed that resulted in Worley spending more construction support hours than forecasted (e.g. reviewing and providing alternative options to the distribution manhole location).

In an effort to avoid gaps in the construction support effort, Worley discussed with JEA about adding an allotment of additional construction support hours to handle related items that may develop. The hour allotment suggested is based upon the current consumption rate of construction support hours and the amount of construction duration left on the project. Please note that additional unforeseen or

Fee Proposal  
Engineering Services  
Continued Construction Support for the Park & King 13.2/4kV Substation Rebuild

unexpected tasks that are requested for Worley to support may consume remaining construction support hours more quickly than planned.

## Fee Proposal

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### Price Structure and Terms & Conditions

Worley proposes to perform this work on a time and expense, not to exceed (T&E NTE) basis under the terms and conditions stipulated in the Transmission and Substation General Engineering Services Contract 170881.

Expenses are proposed as pass through reimbursable for travel and other direct receipt expenses (e.g. wood stakes, marking paint, etc.) on an as-needed basis if or when JEA requests travel events.

Task	Price (T&E NTE)
Worley Group, Inc.	
Construction Support <sup>1</sup>	\$33,222
<b><i>Grand Total</i></b>	<b>\$33,222</b>

[1] 150-hours is budgeted for the Construction Support allowance by Worley. Pricing includes PM and admin tasks associated with Construction Support efforts.

Please feel free to contact our office with any questions. We look forward to a successful relationship with JEA and thank you for the opportunity to provide our services.

Sincerely,

**Travis Betros**

*Principal Electrical Engineer, Worley*

[www.worley.com](http://www.worley.com)



Approved by the JEA Awards Committee

Date: 10/13/2022

Item# 10

## Formal Bid and Award System

Award #10      October 13, 2022

**Type of Award Request:** CONTRACT RENEWAL  
**Requestor Name:** Ventura, Mildred - Contract Specialist  
**Requestor Phone:** (904) 665-5201  
**Project Title:** Fuel Tank Cleaning, Treatment, and Testing Services  
**Project Number:** 30801  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** \$366,816.18

### Scope of Work:

The purpose of this Invitation to Negotiate (the "ITN") is to evaluate and select a vendor that can provide fuel tank cleaning, treatment, and testing services (also referred to as the "Work" or "Services"). The Contractor shall perform cleaning, treatment with JEA provided chemical, and testing of all JEA tanks as listed in Appendix C – JEA Tank List. Tank types shall include, but not be limited to, steel construction, concrete encased construction, stand-alone or sub-base mounted in conjunction with a diesel generator or other diesel-powered equipment. During the two (2) non-cleaning years, each tank shall be sampled and treated only.

**JEA IFB/RFP/State/City/GSA#:** 130-19  
**Purchasing Agent:** Selders, Elaine Lynn  
**Is this a ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Amount
PETROLEUM RECOVERY SERVICES	Loretta Shaw	loretta@petroleumrecoveryservices.com	4310 Amsterdam St, North Charleston, SC 29418	\$366,816.18

**Amount of Original Award:** \$384,294.77  
**Date of Original Award:** 10/17/2019  
**Renewal Amount:** \$366,816.18  
**Award Amount for remainder of this FY:** \$169,160.54

### List of Previous Change Order/Amendments:

CPA #	Amount	Date
185453	\$38,429.48	11/02/2021

**New Not-To-Exceed Amount:** \$789,540.43  
**Length of Contract/PO Term:** Three (3) Years w/Two (2) – 1 Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 11/01/2019  
**End Date (mm/dd/yyyy):** 10/31/2024

**Renewal Options:** None Remaining  
**JSEB Requirement:** N/A - Optional

**Background/Recommendations:**

Competitively bid and awarded to Petroleum Recovery Services on 10/17/2019. The original award is attached as backup. An administrative increase to add \$38,429.48 was completed on 11/02/2021, for a new not-to-exceed amount of \$422,724.25.

This request is to utilize the two – one (1) year renewal options from 11/01/2022 to 10/31/2024 in an effort to lock in the current rates. Petroleum Recovery Services has provided satisfactory service and has agreed to renew the contract at the same rates. The award amount is based on the monthly average of \$15,284.00 for these services. The estimated amount for the two-year renewal is \$366,816.18 and includes the addition of 108 tanks forecasted to be added during the two-year term.

Request approval to award a two (2) year contract renewal to Petroleum Recovery Services for Fuel Tank Cleaning, Treatment, and Testing Services in the amount of \$366,816.18, for a new not-to-exceed amount of \$789,540.43, subject to the availability of lawfully appropriated funds.

**Manager:** Newton-Green, Melanie - Mgr Business Operations  
**Director:** Brunell, Baley L. - Dir Facilities & Fleet Services  
**VP:** McElroy, Alan D. - VP Supply Chain & Operations Support  
**Chief:** Phillips, Ted B. - Chief Financial Officer

**APPROVALS:**

Stephen Datz 10/13/2022

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

Stephanie M Healy 10/13/2022

**Budget Representative** **Date**



## Formal Bid and Award System

Award #2    October 17, 2019

**Type of Award Request:** INVITATION TO NEGOTIATE (ITN)  
**Request #:** 6663  
**Requestor Name:** Thurman, Howard F. - Associate Manager Facilities Operations  
**Requestor Phone:** (904) 665-6669  
**Project Title:** Fuel Tank Cleaning, Treatment, and Testing Services  
**Project Number:** 30801  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** \$446,518.00

**Scope of Work:**

The purpose of this Invitation to Negotiate (the "ITN") is to evaluate and select a vendor that can provide fuel tank cleaning, treatment, and testing services (also referred to as the "Work" or "Services"). This contract is executed between JEA and the Contractor to perform services including, but not limited to: Fuel Tank Cleaning, Treatment and Testing of the diesel fuel within the tanks. The Contractor shall perform cleaning, treatment with JEA provided chemical, and testing of all JEA tanks as listed in Appendix C – JEA Tank List. Tank types shall include, but not be limited to, steel construction, concrete encased construction, stand-alone or sub-base mounted in conjunction with a diesel generator or other diesel-powered equipment. During the two (2) non-cleaning years, each tank shall be sampled and treated only. The Response Workbook is used to establish pricing and as a guideline, not a guarantee of work. JEA may take action to perform work in house and, thereby, reduce Contractor workload. These specifications are not intended to supersede Federal, State, or local regulations to which the Contractor must comply.

This award will impact the following Measures of Value:

- Community Impact Value: These services provide the community with reliable W/WW services by providing fuel tank maintenance at lift stations and water treatment facilities.
- Customer Impact Value: Fuel tank maintenance provides customers with reliable W/WW services by at lift stations and water treatment facilities.
- Environmental Impact Value: The maintenance of our fuel tanks at lift stations will help mitigate SSO.
- Financial Value: The maintenance of our fuel tanks at lift stations will help mitigate SSO which could results in financial penalties.

**JEA IFB/RFP/State/City/GSA#:** 130-19  
**Purchasing Agent:** Selders, Elaine L.  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
PETROLEUM RECOVERY SERVICES	Loretta Shaw	loretta@petroleumrecoveryservices.com	4310 Amsterdam St, North Charleston, SC 29418	(843)225-1777	\$384,294.77

**Amount for entire term of Contract/PO:** \$384,294.77  
**Award Amount for remainder of this FY:** \$117,423.40  
**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
PETROLEUM RECOVERY SERVICES	\$393,615.91	\$384,294.77	1
TANK WIZARDS	\$482,310.00	\$399,740.00	2
GUARDIAN FUELING TECHNOLOGIES, LLC	\$623,040.00	N/A	3

#### Background/Recommendations:

Advertised on 08/12/2019. Four (4) prime contractors attended the optional pre-response meeting held on 08/21/2019. At response opening on 09/17/2019, JEA received three (3) Responses. Petroleum Recovery Services and Tank Wizards were short-listed and invited to submit Best and Final Offers (BAFO). JEA evaluated the companies on price only and Petroleum Recovery Services is deemed the lowest Responsive and Responsible Respondent. A copy of the Response Form and Workbook are attached as backup.

When comparing the price between the current contract and the new contract, it resulted in a thirty-eight percent (38%) savings, or \$127,526.24 over three years, after normalizing the current number of fuel tanks and removing chemical additive costs from the current contract. In this solicitation, the contract language was modified to remove the chemical additive to increase competition. The annual estimate for the chemical additive is \$10,000.00 and will be awarded separately. The award amount of \$384,294.77 is within the forecasted budget estimate, which accounts for a fifty four percent (54%) increase in fuel tanks. 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: \$127,526.24

130-19 – Request approval to award a contract to Petroleum Recovery Services for fuel tank cleaning, treatment and testing services for a total not-to-exceed amount of \$384,294.77, 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. - Dir, Supply Chain Management

**APPROVALS:**

 10/17/19

**Chairman, Awards Committee**

**Date**

 10/17/19

**Manager, Capital Budget Planning**

**Date**



## Formal Bid and Award System

Award #11      October 13, 2022

**Type of Award Request:** CONTRACT INCREASE  
**Requestor Name:** Ventura, Mildred - Contract Specialist  
**Requestor Phone:** (904) 665-5201  
**Project Title:** Facilities Landscaping Maintenance-Sheltered  
**Project Number:** 30801  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** N/A

### Scope of Work:

It is the intent of this solicitation to secure economical pricing for basic landscape maintenance and chemical spraying for all JEA facilities. These services must be performed in a safe manner, and the results must be aesthetically pleasing as these facilities represent JEA to the rate-paying public. The specifications also ensure that the Contractor performs these maintenance activities with skilled personnel in a safe and professional manner adhering to all JEA, City, County and State regulations and requirements. Work will be performed at approximately 942 JEA facilities located in Duval, Nassau, St. Johns and Clay Counties in Florida as listed in Appendix B - Response Workbook. These locations include exteriors of buildings, lots, lift stations, electric substations, wells, water treatment plants, wastewater treatment plants, communication towers, road access, fences, area around electric power lines, highways and trails.

**JEA IFB/RFP/State/City/GSA#:** 028-19

**Purchasing Agent:** Selders, Elaine Lynn

**Is this a Ratification?:** NO

### RECOMMENDED

### AWARDEE(S):

Name	Contact Name	Email	Address	Amount
EAGLE LAWN CARE OF N.E. FLORIDA, INC.	Brenda Williams	info@eaglelawncarenefl.com	11828 New Kings Rd #109, Jacksonville FL 32219	\$143,928.41

**Amount of Original Award:** \$1,349,583.99

**Date of Original Award:** 04/11/2019

**Renewal Amount:** \$143,928.41

**Award Amount for remainder of this FY:** \$143,928.41

### List of Previous Change Order/Amendments:

CPA #	Amount	Date
181537	\$134,958.40	02/03/2022

<b>New Not-To-Exceed Amount:</b>	\$1,628,470.80
<b>Length of Contract/PO Term:</b>	Three (3) Years w/Two (2) – 1 Yr. Renewals
<b>Begin Date (mm/dd/yyyy):</b>	04/18/2019
<b>End Date (mm/dd/yyyy):</b>	04/17/2023
<b>Renewal Options:</b>	One (1) – 1 Yr. Renewal
<b>JSEB Requirement:</b>	N/A - Optional

**Background/Recommendations:**

Competitively bid and awarded to Eagle Lawn Care of N.E. Florida, Inc. on 04/11/2019. The original award is attached as backup. An administrative increase to add \$134,958.40 was completed on 02/03/2022, for a new not-to-exceed amount of \$1,484,542.39.

The first one (1) year renewal was completed administratively to extend the contract to 04/17/2023. A correction was made on the original award to change the term end date to 04/17/2022 to account for the entire three (3) year term. Eagle Lawn Care agreed to renew the contract at the same rates and with the administrative increase it appeared there would be funds available until the end of the term. In July of 2022, the company requested a rate increase due to increased costs, primarily for fuel and labor. JEA agreed to a seven percent (7%) increase based on the annual average increase from the CPI inflation report. A contract increase is being requested at this time, to support the increase to their contracted rates. The award amount is based on the monthly average of \$23,988.07 for these services during the months of October -March, which includes the addition of 31 sites.

Request approval to award a contract increase to Eagle Lawn Care of N.E. Florida, Inc. in the amount of \$143,928.41, for a new not-to-exceed amount of \$1,162,8470.80, subject to the availability of lawfully appropriated funds.

<b>Manager:</b>	Newton-Green, Melanie - Mgr Business Operations
<b>Director:</b>	Brunell, Baley L. - Dir Facilities & Fleet Services
<b>VP:</b>	McElroy, Alan D. - VP Supply Chain & Operations Support
<b>Chief:</b>	Phillips, Ted B. - Chief Financial Officer

**APPROVALS:**

<u>Stephen Datz</u>	10/13/2022
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<b>Chairman, Awards Committee</b>	<b>Date</b>
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<u>Stephanie M. Neely</u>	10/13/2022
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<b>Budget Representative</b>	<b>Date</b>
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## Formal Bid and Award System

CPA 181537

Award #3 April 11, 2019

**Type of Award Request:** INVITATION TO NEGOTIATE (ITN)  
**Request #:** 6442  
**Requestor Name:** Dunning, Shawn T. - Facilities Inspector  
**Requestor Phone:** (904) 665-6184  
**Project Title:** Facilities Landscaping Maintenance-Sheltered  
**Project Number:** 30801  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** \$2,685,425.13 (Forecasted)

### Scope of Work:

It is the intent of this solicitation to secure economical pricing for basic landscape maintenance and chemical spraying for all JEA facilities. These services must be performed in a safe manner, and the results must be aesthetically pleasing as these facilities represent JEA to the rate-paying public. The specifications also ensure that the Contractor performs these maintenance activities with skilled personnel in a safe and professional manner adhering to all JEA, City, County and State regulations and requirements. Work will be performed at approximately 942 JEA facilities located in Duval, Nassau, St. Johns and Clay Counties in Florida as listed in Appendix B - Response Workbook. These locations include exteriors of buildings, lots, lift stations, electric substations, wells, water treatment plants, waste water treatment plants, communication towers, road access, fences, area around electric power lines, highways and trails.

This award will impact the following Measures of Value:

- Community Impact Value: This contract will maintain and provide an aesthetically pleasing landscape at JEA facilities.

**JEA IFB/RFP/State/City/GSA#:** 028-19  
**Purchasing Agent:** Selders, Elaine L.  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
ADVANCED TECHNOLOGY MANAGEMENT, INC.	Young Kim	atm@atminfor.com	4942 Stepp Ave, Jacksonville FL 32216	(904) 398-9600	\$1,335,841.14
EAGLE LAWN CARE OF N.E. FLORIDA, INC.	Brenda Williams	info@eaglelawncarenefl.com	11828 New Kings Rd #109, Jacksonville FL 32219	(904) 879-2518	\$1,349,583.99

**Amount for entire term of Contract/PO:** \$2,685,425.13

CPA  
181537

**Award Amount for remainder of this FY:** \$267,641.61  
**Length of Contract/PO Term:** Three (3) Years w/Two (2) - One (1) Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 04/18/2019  
**End Date (mm/dd/yyyy):** 03/31/2022  
**Renewal Options:** YES - Two (2) - One (1) Yr. Renewals  
**JSEB Requirement:** JSEB Sheltered Market  
**Comments on JSEB Requirements:**  
 Advanced Technology Management Inc. and Eagle Lawn Care of N.E. Florida, Inc. are JSEB vendors.

**RESPONDENTS:**

DISTRICT	ADVANCED TECHNOLOGY MANAGEMENT, INC.	EAGLE LAWN CARE OF N.E. FLORIDA, INC.	J & D MAINTENANCE AND SERVICES	A SANCTUARY HOUSE OF N. FL INC
1A First Round	No Bid	\$160,426.92	\$ 203,124.00	\$246,600.00
1A BAFO	N/A	<u>\$160,426.92</u>	\$ 203,124.00	N/A
1B First Round	No Bid	\$ 71,519.70	\$ 84,636.00	\$132,540.00
1B BAFO	N/A	<u>\$ 71,519.70</u>	\$ 84,636.00	N/A
4A First Round	\$ 59,037.30	\$ 75,307.68	\$ 93,868.20	\$150,660.00
4A BAFO	<u>\$ 59,037.30</u>	\$ 75,307.68	\$ 93,868.20	N/A
4B First Round	\$ 77,159.10	\$ 92,977.50	\$ 115,780.20	\$191,580.00
4B BAFO	<u>\$ 77,159.10</u>	\$ 92,977.50	\$ 115,780.20	N/A
5A First Round	\$ 168,324.00	\$110,750.16	\$ 143,732.52	\$220,320.00
5A BAFO	\$ 164,514.00	<u>\$110,750.16</u>	\$ 134,063.52	N/A
5B First Round	\$ 109,412.70	\$115,209.00	\$ 135,456.00	\$220,320.00
5B BAFO	<u>\$ 109,412.70</u>	\$115,209.00	\$ 135,054.00	N/A
St. Johns First Round	\$ 159,311.40	\$194,250.00	\$ 194,220.36	\$299,640.00
St. Johns BAFO	<u>\$ 159,311.40</u>	\$194,250.00	\$ 194,220.36	N/A
Nassau First Round	No Bid	\$ 73,769.76	\$ 106,460.40	\$200,760.00
Nassau BAFO	N/A	<u>\$ 73,769.76</u>	\$ 106,460.40	N/A

**Background/Recommendations:**

Advertised on 12/03/2018. Eight (8) prime contractors attended the optional pre-response meeting held on 12/17/2018. At response opening on 01/15/2019, JEA received four (4) Responses. Advanced Technology Management Inc. and Eagle Lawn Care of N.E. Florida, Inc. are the highest ranked respondents. Advanced Technology Management Inc. shall be awarded districts 4A, 4B, 5B and St. Johns County, and Eagle Lawn Care of N.E. Florida, Inc. shall be awarded districts 1A, 1B, 5A and Nassau County. A copy of the response forms are attached as backup.

When comparing the price between the current contract and the new contract, it resulted in a 7.2% savings, or \$89,910.09, for the three (3) year term by combining chemical spraying with cuts. The award amount of \$2,685,425.13 is within the forecasted budget estimate, which accounts for an eight percent (8%) increase in the number of maintained sites (year over year), and a fifty percent (50%) increase in the number of cuts per year. The previous contract only allowed for fifteen (15) cuts per year per site, which created a number of defects so the decision was made to return to the old cut schedule. However, due to budget constraints, the number of cuts will not be increased until FY20. 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: \$89,910.09 (Calculated by comparing the average cost per site in 2016 for cuts/sprays to the cost of 2019 normalizing the cuts to match 2016.)

028-19 – Request approval to award a contract to Advanced Technology Management Inc. (\$1,335,841.14) and Eagle Lawn Care of N.E. Florida, Inc. (\$1,349,583.99) for landscape maintenance and chemical spraying for a total not-to-exceed amount of \$2,685,425.13, 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. - Dir, Supply Chain Management

**APPROVALS:**

 4/11/19  
**Chairman, Awards Committee** **Date**

 4/11/19  
**Manager, Capital Budget Planning** **Date**

ADDENDUM 3 BAFO - APPENDIX B – RESPONSE FORM  
028-19 FACILITIES LANDSCAPE MAINTENANCE – SHELTERED

**RESPONDENT INFORMATION:**

RESPONDENT NAME: Advanced Technology Management, Inc  
BUSINESS ADDRESS: 4942 Stepp Avenue  
CITY, STATE, ZIP CODE: Jacksonville, FL 32216  
TELEPHONE: 904-509-6300  
FAX: 904-398-9001  
EMAIL OF CONTACT: adminems@lems.com  
WEBSITE: www.atminfor.com

**1.4.1. QUOTATION OF RATES**

Respondent shall provide BAFO pricing for the Contract by completing the **Appendix B - Response Workbook and Response Form**. The rates provided shall be all-inclusive and shall include all profit, taxes, benefits, travel, and all other overhead items.

Please note, the rates or lump sums quoted by Respondent on the Response Form must be firm prices, not estimates. ANY MODIFICATIONS, EXCEPTIONS, OR OBJECTIONS CONTAINED WITHIN THE RESPONSE FORM MAY SUBJECT THE RESPONSE TO DISQUALIFICATION.

Description of Services	Total Response Price
District 1A Total Response Price	No bid
District 1B Total Response Price	No bid
District 4A Total Response Price	\$ 59,037.30
District 4B Total Response Price	\$ 77,159.10
District 5A Total Response Price	\$ 164,514.00
District 5B Total Response Price	\$ 109,412.70
District 4SJ St. Johns County Total Response Price	\$ 159,311.40
District 2N Nassau County Total Response Price	No bid

ADDENDUM 3 BAFO - APPENDIX B - RESPONSE FORM  
028-19 FACILITIES LANDSCAPE MAINTENANCE - SHELTERED

**Respondent's Certification**

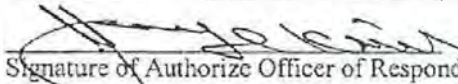
By submitting this Response, the Respondent certifies (1) that the Respondent has read and reviewed all of the documents pertaining to this RFP and agrees to abide by the terms and conditions set forth therein, (2) that the person signing below is an authorized representative of the Respondent, and (3) that the Respondent is legally authorized to do business and maintains an active status, in the State of Florida. The Company certifies that its recent, current, and projected workload will not interfere with the Respondent's ability to Work in a professional, diligent and timely manner.

The Respondent certifies, under penalty of perjury, that it holds all licenses, permits, certifications, insurances, bonds, and other credentials required by law, contract or practice to perform the Work. The Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.

Please initial below:

JK (Initials) I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

We have received addenda 1 through 3

  
Signature of Authorize Officer of Respondent or Agent

02/06/2019  
Date

Young Kim / President  
Printed Name & Title

904-509-6300  
Phone Number

# 028-19 FACILITIES LANDSCAPE MAINTENANCE – SHELTERED

## RESPONDENT INFORMATION:

RESPONDENT NAME: Eagle Lawn Care of NE Florida, Inc.  
 BUSINESS ADDRESS: 11828 New Kings Rd, #109  
 CITY, STATE, ZIP CODE: JACKSONVILLE, FL 32219  
 TELEPHONE: 904-879-2578 / 904-813-9727 (cell)  
 FAX: 904-879-2578  
 EMAIL OF CONTACT: info @ eaglelawn care.netl.com  
 WEBSITE: www. eagle lawn care.netl.com

## 1.4.1. QUOTATION OF RATES

**Maximum points for this criterion: 60 points**

Respondent shall provide pricing for the Contract by completing the enclosed **Appendix B - Response Workbook and Response Form**. The rates provided shall be all-inclusive and shall include all profit, taxes, benefits, travel, and all other overhead items.

Please note, the rates or lump sums quoted by Respondent on the Response Form must be firm prices, not estimates. ANY MODIFICATIONS, EXCEPTIONS, OR OBJECTIONS CONTAINED WITHIN THE PROPOSAL FORM SHALL SUBJECT THE PROPOSAL TO DISQUALIFICATION.

Description of Services	Total Response Price
District 1A Total Response Price	1160,426.92
District 1B Total Response Price	71,519.70
District 4A Total Response Price	75,307.68
District 4B Total Response Price	92,977.50
District 5A Total Response Price	110,750.16
District 5B Total Response Price	115,209.00
District 4SJ St. Johns County Total Response Price	194,250.00
District 2N Nassau County Total Response Price	73,769.76

**1.4.2. PROFESSIONAL EXPERIENCE, LOCATION, AND AVAILABILITY OF PROPOSER'S STAFF**

**Maximum points for this criterion: 20 points**

Respondent shall provide one (1) resume of for the Account Manager available to work on the JEA engagement. At minimum, the resume shall present the employee's name, title, years of service with the company, applicable professional registrations, education and work experience. The Respondent shall also submit a verifiable local business address for this person, their availability and their expected average response time to JEA.

Proposer may provide this information in its own format to be attached to **Appendix B - Response Form**.

**1.4.3. QUALITY METRICS**

**Maximum points for this criterion: 20 points**

Respondent shall submit a written "Quality Plan" addressing, at a minimum, the following elements for JEA:

**1.) Coverage, Adequacy and Frequency of Inspection**

- 1.1 How will Respondent determine if the specified Service Levels are being met across all sites?
- 1.2 What will be inspected?
- 1.3 Who will complete the inspections?
- 1.4 What will be the frequency of inspections?
- 1.5 What will be the coverage (Frequency of all sites receiving inspections)?

**2.) Frequency and Delivery of Metric Reporting**

- 2.1 What Quality Metrics will be tracked?
- 2.2 How often will reporting be provided to JEA?
- 2.3 How will the data be made available to JEA?
- 2.4 How will the reporting be delivered? Electronically or via hard copy?

**3.) Follow Up Action Plan for Failed Inspections**

- 3.1 Please propose a "Follow Up Action Plan" for any failed inspections.

**Please use your own form for this section. The approach to consulting services is limited to a maximum of five (5) pages.**

**Respondent's Certification**

By submitting this Response, the Respondent certifies (1) that the Respondent has read and reviewed all of the documents pertaining to this RFP and agrees to abide by the terms and conditions set forth therein, (2) that the person signing below is an authorized representative of the Respondent, and (3) that the Respondent is legally authorized to do business and maintains an active status, in the State of Florida. The Company certifies that its recent, current, and projected workload will not interfere with the Respondent's ability to Work in a professional, diligent and timely manner.

028-19 FACILITIES LANDSCAPE MAINTENANCE – SHELTERED

The Respondent certifies, under penalty of perjury, that it holds all licenses, permits, certifications, insurances, bonds, and other credentials required by law, contract or practice to perform the Work. The Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.

Please initial below:

BW (Initials) I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

We have received addenda 1 through 2

Brenda Williams  
Signature of Authorize Officer of Respondent or Agent

Brenda Williams, President  
Printed Name & Title

1/14/19  
Date  
904-879-2518  
Phone Number

**Back-up Documentation for 028-19 Sheltered Landscaping - Budget vs. Award Amount**

<b>Fiscal Year</b>	<b>Advanced Technology Management</b>	<b>Eagle Lawn Care of Florida, Inc.</b>	<b>Amount Remaining in FY19 Budget</b>	<b>Proposed Budget</b>	<b>Revised Budget/Proposed Budget</b>	<b>Comments</b>	<b>Delta</b>
<b>FY19</b>	\$ 135,352.08	\$ 132,289.53	\$ 314,702.00	N/A	\$ 267,641.61	Sites have been reduced per current contract requirements in an effort to reduce the delta - 6 months remaining in FY19	\$47,060.39
<b>FY20</b>	\$ 443,574.14	\$ 449,783.28	N/A	\$ 823,971.54	\$ 893,357.46	8% increase in sites from FY19	\$ (69,385.88)
<b>FY21</b>	\$ 479,060.08	\$ 485,766.57	N/A	N/A	\$ 964,826.65	8% increase in sites from FY20	
<b>FY22</b>	\$ 277,854.84	\$ 281,744.61	N/A	N/A	\$ 559,599.45	8% increase in sites - 6 months only - delta is the difference between 1/2 of FY21's proposed budget	
<b>Total</b>	\$ 1,335,841.14	\$ 1,349,583.99			\$ 2,685,425.13		

**Award Amount      \$      2,685,425.13**

EXPENSE TYPE DESCRIPTION	EXPENSE TYPE	FY19 ANNUAL BUDGET	BUDGET TARGET	YTD BUDGET	YTD EXPENSE	BUDGET VARIANCE	CONTRACT VALUE
EXPENSE TYPE DESCRIPTION	EXPENSE TYPE	FY19 ANNUAL BUDGET	Budget Target	YTD BUDGET	YTD EXPENSES	BUDGET VARIANCE	TOTAL CONTRACT VALUE
SALARIES REGULAR AND TEMP		\$ 2,195,989	\$ 2,086,190	\$ 929,072.00	\$ 914,869	2%	
OVERTIME	1004,1099	\$ 30,000	\$ 28,500	\$ 12,692.00	\$ 48,249	-280%	
EMPLOYEE BENEFITS	1100-1199	\$ 857,217	\$ 814,356	\$ 384,574	\$ 413,031	-7%	
SALARIES, OT AND BENEFITS		\$ 3,083,206	\$ 2,929,046	\$ 1,326,337.69	\$ 1,376,148.51	-4%	
SUPPLIES	1200-1207	\$ 683,444	\$ 649,272	\$ 139,291.65	\$ 121,008	13%	
MATERIALS	1300-1390	\$ 211,500	\$ 200,925	\$ 88,125.00	\$ 121,326	-38%	
SUPPLIES & MATERIALS	1200-1399	\$ 894,944	\$ 850,197	\$ 227,417	\$ 242,334	-7%	
BUDGET ADJUSTMENT- OTHER SERVICES	2001	\$ 559,244	\$ 531,282	\$ 559,243.93	\$ -	100%	
PROFESSIONAL SERVICES	2002	\$ 149,400	\$ 141,930	\$ 49,800.00	\$ 62,525	-26%	
RENTAL & LEASE	2004	\$ 150,256	\$ 142,743	\$ 50,085.32	\$ 363,066	-625%	
INDUSTRIAL SERVICES	2006	\$ 5,019,656	\$ 4,768,673	\$ 1,673,218.68	\$ 1,012,332	39%	
ASPHALT PAVING -VARIOUS VENDORS	2006	\$ 150,000	\$ 142,500	\$ 62,500.00	\$ 51,806	17%	
BARCODING	2006	\$ 10,000	\$ 9,500	\$ 4,166.67	\$ -	100%	
CARPET CLEANING- CUBIX	2006	\$ 100,000	\$ 95,000	\$ 41,666.67	\$ 19,697	53%	
FACILITY AUTOMATION SOLUTIONS INC	2006	\$ 50,000	\$ 47,500	\$ 20,833.33	\$ 4,416	79%	
GENERATOR MAINTENANCE & REPAIR-ZABATT POWER SYSTEM	2006	\$ 1,331,706	\$ 1,265,121	\$ 554,877.50	\$ 149,822	73%	\$ 3,495,343.50
GENERATOR MAINTENANCE & REPAIR -ASCO POWER SERVICES, INC	2006	\$ 90,820	\$ 86,279	\$ 37,841.67	\$ 11,993	68%	\$ 485,000.00
J & D MAINTENANCE AND SERVICES-LANDSCAPING TREE TRIMMING, IRRIGATION &	2006	\$ 168,150	\$ 159,743	\$ 70,062.50	\$ 56,172	20%	\$ 448,181.10
JANITORIAL-EVERSAFE BUILDING MAINTENANCE CORPORATION -SHELTERED MARKET	2006	\$ 237,885	\$ 225,991	\$ 99,118.75	\$ 100,786	-2%	\$ 702,326.95
(CPA 156430)	2006	\$ 192,351	\$ 182,733	\$ 80,146.25	\$ 76,647	4%	\$ 551,124.20
JANITORIAL-TRUSTED HAND SERVICE INC	2006	\$ 410,000	\$ 389,500	\$ 170,833.33	\$ 131,467	23%	\$ 1,618,493.70
LANDSCAPING- OPEN MARKET -J & D MAINTENANCE AND SERVICES	2006	\$ 1,2	\$ 1,158,677	\$ 508,191.67	\$ 222,390	56%	\$ 2,078,491.96
LANDSCAPING- SHELTERED MARKET - ADVANCED TECHNOLOGY MANAGEMENT, INC.	2006	\$ 227,752	\$ 216,364	\$ 94,896.67	\$ 59,932	37%	\$ 348,898.50
LANDSCAPING- SHELTERED MARKET -EAGLE LAWN CARE OF N.E. FLORIDA, INC.	2006	\$ 35,542	\$ 33,765	\$ 14,809.17	\$ 13,430	9%	\$ 85,684.00
LANDSCAPING-SHELTERED MARKET-K AND J LAWN CARE LLC	2006	\$ 85,991	\$ 81,691	\$ 35,829.58	\$ 15,051	58%	\$ 204,202.00
LANDSCAPING-SHELTERED-A REAL UNIQUE ENTERPRISE LLC	2006	\$ 58,220	\$ 55,309	\$ 24,258.33	\$ 4,390	82%	\$ 116,240.00
PAINTING & COATING (VARIOUS VENDORS)	2006	\$ 350,000	\$ 332,500	\$ 145,833.33	\$ 26,684	82%	
PEST CONTROL -MASSEY SERVICES, INC.	2006	\$ 13,819	\$ 13,128	\$ 5,757.92	\$ 5,807	-1%	\$ 69,095.00
PUMP OUT SERVICES -RIDENAUR-AMASONS	2006	\$ 4,000	\$ 3,800	\$ 1,666.67	\$ -		
WASTE HAULING-ADVANCED DISPOSAL SERVICES JACKSONVILLE	2006	\$ 233,760	\$ 222,072	\$ 97,400.00	\$ 61,843	37%	\$ 3,739,067.28
WATERPROOFING, STRIPING & PORTABLE POTTIES	2006	\$ 50,000	\$ 47,500	\$ 20,833.33	\$ -	100%	
BUILDING AND STRUCTURES MAINTENANCE (CONTRACT SERVICES)	2007	\$ 614,000	\$ 583,300	\$ 204,666.68	\$ 114,017	44%	
SUPPLEMENTAL WORK FORCE & SUPPLIED MATERIAL	2010	\$ 204,498	\$ 194,273	\$ 133,129.00	\$ 74,285	44%	
TRAVEL/TRAINING EXPENSE	2016	\$ 25,000	\$ 23,750	\$ 8,333.32	\$ 1,922	77%	
TRAINING	2017	\$ -	\$ -	\$ -	\$ 2,253	100%	
ENVIRONMENTAL SERVICES	2018	\$ 382,800	\$ 363,660	\$ 127,600.00	\$ 26,745	79%	
UTILITIES	2019	\$ 15,284,475	\$ 14,520,251	\$ 5,079,120.30	\$ 6,173,938	-22%	
LICENSES, FEES, DUES, MEMBERSHIPS	2020	\$ 3,000	\$ 2,850	\$ (119.00)	\$ -	100%	
SUBSCRIPTIONS AND PUBLICATIONS	2021	\$ 100	\$ 95	\$ 33.32	\$ 695	-1986%	
OTHER SERVICES & CHARGES	2000-2199	\$ 22,427,429	\$ 21,306,057	\$ 7,832,934.23	\$ 7,831,777	0%	
SUBTOTAL O&M		\$ 26,405,579	\$ 25,085,300	\$ 9,386,688.57	\$ 9,450,259	(0)	
SUBTOTAL CREDITS	3100-3199	\$ (1,012,410)	\$ (964,790)	\$ (350,449.70)	\$ (77,537)	78%	
TOTAL O&M		\$ 25,393,169	\$ 24,120,510	\$ 9,036,238.87	\$ 9,372,722	-4%	

POSTIVE % = FAVORABLE  
NEGATIVE % = UNFAVORABLE

Current Budget Line Totals - Industrial Services- Landscaping Sheltered Market

	FY Annual Budget Amount	Budget Target	YTD Budget	YTD Expenses paid By A/P thru March 31, 2019	YTD Encumbrance	Remaining YTD Balance
Budgeted Landscaping Maintenance - Sheltered Total (blue highlighted items)	\$ 407,505	\$ 387,130	\$ 169,793.75	\$ 92,803	\$ 209,272.50	\$ 314,702.00
Budgeted All Other Remaining Industrial Services (pink highlighted items)	\$ 4,612,151	\$ 4,381,543	\$ 1,921,729.58	\$ 919,529		
Current Total Industrial Service	\$ 5,019,656	\$ 4,768,673	\$ 2,091,523.33	\$ 1,012,332		

Fiscal Year	FY19 (6 months)	FY20	FY21	FY22 (6 months)	Total Proposed Budget for Awa
Annual Landscaping- Sheltered Not to Exceed Award Amou	\$ 267,641.61	\$ 893,358.01	\$ 964,820	\$ 559,599.46	\$ 2,685,425.73



## Formal Bid and Award System

Award #12 October 13, 2022

**Type of Award Request:** INVITATION FOR BID (IFB)  
**Request #:** 565  
**Requestor Name:** Baldwin, David M. – Project Administrator Construction  
**Requestor Phone:** 904-665-8895  
**Project Title:** BBGS Unit 2 and 3 Feedwater Heater Replacement  
**Project Number:** 8007873 066-49  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$4,118,506.00  
**Scope of Work:**

JEA is soliciting Bids for a General Contractor for the replacement of Unit 2 and 3 Feedwater Heaters at Brandy Branch Generating Station (the “Work”).

The project scope includes installing new feedwater heater sections, feedwater heater assemblies and risers per the original design. The FWH headers and associated piping will be reused to the fullest extent practical. The FWH section shall be supplied by the original equipment manufacturer, Chanute Manufacturing. Removal and disposal of the existing FWH section shall be included in this scope. It will be the responsibility of the Contractor to coordinate inspections with JEA and contingent upon unit availability. The Contractor will be responsible for leaving the HRSG in the same condition as it was found prior to any inspections.

The installation of the FW heaters will take place during 2023 spring outage. The Unit 2 and Unit 3 outage is tentatively planned to start on February 23, 2023, and is tentatively planned to end on March 29, 2023. Contractors will have 30 working days to complete the installation.

**JEA IFB/RFP/State/City/GSA#:** 1410823646  
**Purchasing Agent:** Lovgren, Rodney D.  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
TEIC CONSTRUCTION SERVICES, INC.	Ryan Houston	rhouston@teiservices.com	170 Tucapau Rd. Duncan, SC 29334	727-294-5012	\$2,989,482.00

**Amount for entire term of Contract/PO:** \$2,989,482.00  
**Award Amount for remainder of this FY:** \$2,989,482.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 11/01/2022  
**End Date (mm/dd/yyyy):** Project Completion (Expected: 04/15/2023)

**JSEB Requirement:**

N/A- Optional

**BIDDERS:**

Name	Amount
TEIC CONSTRUCTION SERVICES, INC.	\$2,989,482.00
THOMPSON CONSTRUCTION GROUP INC..	\$3,329,735.00
MIDSTATE SMS INC.	\$4,283,180.00

**Background/Recommendations:**

Advertised on 07/26/2022. Four (4) prime contractors attended the optional pre-bid meeting held on 08/09/2022. At Bid opening on 09/27/2022, JEA received three (3) Bids. TEIC Construction Services, Inc. is the lowest responsive and responsible Bidder. A copy of the Bid Form is attached as backup.

The award amount, which includes a 10% SWA, is approximately 27% lower than the budget estimate and is deemed reasonable. Once the project is complete, additional funds will be returned to finance.

1410823646 – Request approval to award a contract to TEIC Construction Services, Inc. for the BBGS Unit 2 and 3 Feedwater Replacement project in the amount of \$2,989,482.00, subject to the availability of lawfully appropriated funds.

**Manager:** Akrayi, Jamila R. - Mgr Project Management

**Director:** Acs, Gabor - Sr Dir Engineering & Projects

**VP:** Melendez-Melendez, Pedro A. - VP Planning Engineering & Construction

**APPROVALS:**

Stephen Datz 10/13/2022

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

Stephanus M Healy 10/13/2022

**Budget Representative** **Date**

Appendix B - Bid Forms  
1410823646 Brandy Branch Generating Station Unit 2 and 3 Feedwater Heater Replacement

Submit the Response an electronic pdf in accordance with the procedures in the solicitation

Company Name: TEI Construction Services, Inc. \_\_\_\_\_

Company's Address: 170 Tucapau Rd, Duncan, SC 29334 \_\_\_\_\_

License Number: CGC1516001 \_\_\_\_\_

Phone Number: 727.294.5012 \_\_\_\_\_ FAX No: \_\_\_\_\_ Email Address: rhouston@teiservices.com \_\_\_\_\_

**BID SECURITY REQUIREMENTS**

- ☐ None required  
☒ Certified Check or Bond Five Percent (5%)

**TERM OF CONTRACT**

- ☐ One Time Purchase  
☐ Term - Five (5) Years w/Two (2) – 1Yr Renewals  
☒ Other, Specify - Project Completion

**SAMPLE REQUIREMENTS**

- ☒ None required  
☐ Samples required prior to Bid Opening  
☐ Samples may be required subsequent to Bid Opening

**SECTION 255.05, FLORIDA STATUTES CONTRACT BOND**

- ☐ None required  
☒ Bond required 100% of Bid Award

**QUANTITIES**

- ☐ Quantities indicated are exacting  
☒ Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.

**INSURANCE REQUIREMENTS**

**Insurance required**

**PAYMENT DISCOUNTS**

- ☐ 1% 20, net 30  
☐ 2% 10, net 30  
☐ Other \_\_\_\_\_  
☒ None Offered

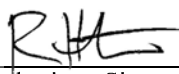
Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES:	TOTAL BID PRICE
1	Subtotal for Brandy Branch Generating Unit 2 FW Heater replacement	\$1,358,855
2	Subtotal for Brandy Branch Generating Unit 3 FW Heater Replacement	\$1,358,855
3	Supplemental Work Authorization (10% of Line 1 & 2)	\$271,772
4	Total Bid Price (Sum of Lines 1-3)	\$2,989,482

☒ I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

**BIDDER CERTIFICATION**

By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidding Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation.

We have received addenda

  
Handwritten Signature of Authorized Officer of Company or Agent

09/27/2022  
Date

\_\_0\_\_ through \_\_2\_\_

Ryan Houston FL Area Manager  
Printed Name and Title



## Formal Bid and Award System

Award #13      October 13, 2022

**Type of Award Request:** INVITATION FOR BID (IFB)  
**Request #:** 577  
**Requestor Name:** Robinson, Robert - Manager Investment Recovery & Warehouse Operations  
**Requestor Phone:** (904) 665-7357  
**Project Title:** Sale of Hopper Rail Cars  
**Project Number:** N/A  
**Project Location:** Various  
**Funds:** O&M  
**Award Estimate:** \$1,957,000.00 (Total Sale Amount)

**Scope of Work:**

The purpose of this Invitation for Bid (IFB) is to solicit bids for the sale of 206 Hopper Rail Cars (HTS – Hopper, Specially Equipped, 3 or more Compartments, Doors Hinged Crosswise, Dumping Between Rails, K346). These rail cars are currently stored at Cater Parrot Railyard (147 cars) in Madison, GA and in Plant Scherer (59 cars) in Juliette, GA.

**JE A IFB/RFP/State/City/GSA#:** 1410832846-22  
**Purchasing Agent:** Bayouth, Eddie  
**Is this a ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Sale Amount
PROGRESS RAIL SERVICES CORP	Dwane Slate	dslate@progressrail.com	1600 Progress Drive, Albertville, AL 35976	(904) 631-7309	\$2,451,400.00

**Amount for entire term of Contract/PO:** \$2,451,400.00 (Sale Amount), \$2,145,064.00 (Net Yield)  
**Award Amount for remainder of this FY:** \$2,451,400.00 (Sale Amount), \$2,145,064.00 (Net Yield)  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 10/01/2022  
**End Date (mm/dd/yyyy):** Project Completion (Est. February of 2023)  
**JSEB Requirement:** None

**BIDDERS:**

	PROGRESS RAIL SERVICES CORPORATION			SCHNITZER, S.E.		
Lot	Sale Amount	Freight Cost	Net Yield	Sale Amount	Freight Cost	Net Yield
Lot 1	\$1,390,500.00	\$149,982.00	\$1,240,518.00	\$1,493,500.00	\$729,871.00	\$763,629.00
Lot 2	\$1,060,900.00	\$156,354.00	\$904,546.00	\$991,580.00	\$214,549.00	\$777,031.00
<b>Totals</b>	<b>\$2,451,400.00</b>	<b>\$306,336.00</b>	<b>\$2,145,064.00</b>	<b>\$2,485,080.00</b>	<b>\$944,420.00</b>	<b>\$1,540,660.00</b>

**Background/Recommendations:**

Advertised 08/04/2022. Two (2) companies attended the optional pre-bid meeting at Cater Parrot Railyard on 08/12/2022. At bid opening on 09/07/2022, JEA received two (2) Bids.

Bids were evaluated based on the net yield of each lot factoring in sale amount and the cost to move the cars to the bidder's location of choice. Each lot contained 103 cars, this was determined to be the best approach based on feedback from the supply base, as it allowed for economical quantities to be bought along with approachable total quantities to be bid using different purchasing models. JEA will pay for the movement of the rail cars to the successful bidder's destination. The successful bidder was determined by subtracting the movement cost from the purchase cost of the rail cars which represents the net yield to JEA.

The recommended awardee plans to sell one (1) lot (103 railcars) for reuse and the other lot for scrap. The price of the lot to be scrapped reflects the prices of metals on the day the bid was submitted and may change based on the price of the metal markets. The Surplus Sales Agreement allows for a price adjustment based on commodity prices every 30 days. Since the rail cars are located at two locations, transportation cost was calculated for both locations and the transportation cost, which yielded the highest net yield for JEA was selected. Progress Rail Services Corporation is determined to be the Bidder with the highest net yield for both lots. The net yield for JEA after paying for the movement of the rail cars will be \$2,145,064.00.

Inventory Recovery had estimated the sale of the rail cars would yield \$1,957,000.00 based on the scrap value of the rail cars. The recommended awardee, Progress Rail Services Corporation, was able to find a buyer for one of the lots looking to reuse these railcars, which increased the expected sale from \$9,500.00 to \$13,500.00 per rail car.

1410832846 - Request approval to sell 206 surplus Hopper Rail Cars (HTS – Hopper, Specially Equipped, 3 or more Compartments, Doors Hinged Crosswise, Dumping Between Rails, K346) to Progress Rail Services Corporation in the amount of \$2,145,064.00.

Manager: Robinson, Robert – Manager Investment Recovery & Warehouse Operations  
 VP: McElroy, Alan. – VP Supply Chain & Operations Support

**APPROVALS:**

Stephen Datz 10/13/2022

Chairman, Awards Committee Date

Stephanie M Healy 10/13/2022

Budget Representative Date

Rail Car Sale Bid Analysis

Lot 1 (103 Rail Cars)				Lot 2 (103 Rail Cars)			
	Bid	Delivery Fee	Net Sale		Bid	Delivery Fee	Net Sale
Progress Rail Services Corporation	\$ 1,390,500.00			Progress Rail Services Corporation	\$ 1,060,900.00		Total Bid \$ 2,451,400.00
Delivered to Birmingham, AL (NS)				Delivered to Birmingham, AL (NS)			
59 cars from Scherer 44 cars from				59 cars from Scherer 44 cars from			
Cater Parrot	Price per car	\$ 149,982.00	\$ 1,240,518.00	Cater Parrot	Price per car	\$ 149,982.00	\$ 910,918.00
Delivered to Birmingham, AL (NS)				Delivered to Birmingham, AL (NS)			
103 cars from Cater Parrot	\$ 13,500.00	\$ 156,354.00	\$ 1,234,146.00	103 cars from Cater Parrot	\$ 10,300.00	\$ 156,354.00	\$ 904,546.00
							Total Freight \$ 306,336.00
							Net Proceeds \$ 2,145,064.00
Schnitzer S.E.	\$ 1,493,500.00			Schnitzer S.E.	\$ 991,580.00		
Delivered to Gillette, WY (BNSF) 59				Delivered to Gadsden, AL (NS) 59			
cars from Scherer 44 cars from				from Scherer 44 from Cater Parrot	Price per car	\$ 208,177.00	\$ 783,403.00
Cater Parrot	Price per car	\$ 729,871.00	\$ 763,629.00				
Delivered to Gillette, WY (BNSF)				Delivered to Gadsden, AL (NS) 103			
103 cars from Cater Parrot	\$ 14,500.00	\$ 742,733.00	\$ 750,767.00	from Cater Parrot	\$ 9,626.99	\$ 214,549.00	\$ 777,031.00
							Net Proceeds \$ 1,540,660.00
Location of cars	to	Gillette, WY/car	Gadsden, AL/car		Birminham, AL/car		
Plant Scherer	59	\$ 6,993.00	\$ 1,975.00		\$ 1,410.00		
Cater Parrot	147	\$ 7,211.00	\$ 2,083.00		\$ 1,518.00		



## Formal Bid and Award System

Award #14    October 13, 2022

**Type of Award Request:** RENEWAL**Requestor Name:** Thomas, Paul M. - Mgr Safety & Health Services**Requestor Phone:** 904-665-5201**Project Title:** Industrial Performance Program Services**Project Number:** HEA0203**Project Location:** JEA**Funds:** O&M**Budget Estimate:** \$135,000.00**Scope of Work:**

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

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

Name	Contact Name	Email	Address	Phone	Amount
UNIFY HEALTH SERVICES	Kelly Ingram-Mitchell	kelly@unifyhs.com	450-106 State Rd 13 Ste. 147 Jacksonville FL 32259	(904) 635-4638	\$135,000.00

**Original Award Amount:** \$357,120.00**Date of Original Award:** 09/20/2018**Change Order Amount:** \$135,000.00**Amount for remainder of this FY:** \$130,015.00**List of Previous Change Order/Amendments:**

CPA #	Amount	Date
177014	\$16,720.00	02/19/2020
177014	\$129,600.00	09/30/2021

**New Not to Exceed Amount:** \$638,440.00  
**Length of Contract/PO Term:** Three (3) Years w/Two (2) – 1 Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 10/15/2018  
**End Date (mm/dd/yyyy):** 10/14/2023  
**Renewal Options:** None  
**JSEB Requirement:** N/A - Optional

**Background/Recommendations:**

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

An administrative increase to add services at Mandarin Wastewater Treatment Plant was completed on 02/19/2020 in the amount of \$16,720.00. A renewal for a one (1) year term was approved on 09/30/2021 in the amount of \$129,600.00. The renewal award is attached as back-up.

This request is to award a one (1) year renewal for IPP services in the amount of \$135,000.00 with a new term end date of 10/14/2023. The contract provides services at a monthly rate of \$10,800.00 at the following sites: Southside Service Center, Westside Service Center, Pearl Street Service Center, Northside Generating Station and Mandarin Wastewater Treatment Plant. This renewal also includes funding for optional agilities testing services and ergonomic assessments in the amount of \$5,400.00. The rates have remained the same for the duration of the contract.

Request approval to award a one (1) year renewal to Unify Health Services for Industrial Performance Program services in the amount of \$135,000.00, for a new not-to-exceed amount of \$638,440.00, subject to the availability of lawfully appropriated funds.

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

**APPROVALS:**

Stephen Datz 10/13/2022

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

Stephanie M Healy 10/13/2022

**Budget Representative** **Date**



## Formal Bid and Award System

Award #2 September 30, 2021

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

### Scope of Work:

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

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

### RECOMMENDED AWARDEE(S):

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

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

### List of Previous Change Order/Amendments:

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

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

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

**Background/Recommendations:**

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

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

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

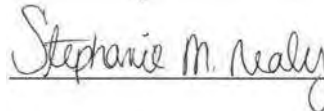
116-18 Request approval to award a one (1) year renewal to Unify Health Services for Industrial Performance Program services in the amount of \$129,600.00, for a new not-to-exceed amount of \$503,440.00, subject to the availability of lawfully appropriated funds.

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

**APPROVALS:**

 9/30/21

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

 09/30/2021

**Budget Representative** **Date**



## Formal Bid and Award System

CPA 177014

Award #3 September 20, 2018

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

### Scope of Work:

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

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

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

### RECOMMENDED AWARDEE:

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

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

**BIDDERS:**

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

**Background/Recommendations:**

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

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

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

**Manager:** Pleasants, Lisa L. - Procurement Category Manager

**VP:** Hiers, Angelia R. - VP & Chief Human Resources Officer

**APPROVALS:**

 9/20/18  
Date

 9/20/18  
Date  
Manager, Capital Budget Planning