

**SOLICITATION
FOR PARTICIPATION IN AN INVITATION TO NEGOTIATE
RECYCLING, SOLID WASTE HAULING AND DISPOSAL SERVICES
FOR**



**JACKSONVILLE, FL
SOLICITATION NUMBER 090-16**

(OPTIONAL) PRE-RESPONSE MEETING IN PERSON OR TELECONFERENCE

PRE-RESPONSE MEETING DATE: MAY 26, 2016

PRE-RESPONSE MEETING DATE: 9:00 A.M.

**JEA CUSTOMER CENTER, 1ST FLOOR, ROOM 002
21 W. CHURCH STREET, JACKSONVILLE, FL 32202**

OR

DIAL IN: 1-888-714-6484

PASSCODE: 9926637

RESPONSES ARE DUE 12:00 PM ON JUNE 7, 2016

**DIRECT DELIVERY OR MAIL TO JEA BID OFFICE, CUSTOMER CENTER 1ST FLOOR, ROOM 002
21 W. CHURCH STREET, JACKSONVILLE, FL 32202**

**JEA WILL PUBLICLY OPEN ALL RESPONSES RECEIVED FROM QUALIFIED RESPONDENTS 2:00
PM ON JUNE 7, 2016 IN THE JEA BID OFFICE, CUSTOMER CENTER 1ST FLOOR, ROOM 002, 21 W.
CHURCH STREET, JACKSONVILLE, FL 32202.**

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1. INVITATION TO RESPONSE (ITN)

1.1. INVITATION & SCOPE OF WORK

1.1.1. SCOPE OF WORK

The purpose of this Solicitation is to establish pricing for Recycling, Solid Waste Hauling and Disposal Services for the sites listed in "Appendix B - Bid Workbook" (the "Work"). The Work to be performed by the Company includes all labor, supervision, materials, tools and equipment as necessary for performing the work. The Company will be expected to provide all containers with the exception of one compactor owned by JEA.

It is JEA's intent to establish a five (5) year contract with one (1), one (1) year optional renewals. A fuel price adjustment is allowed after the first year of the contract.

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

1.1.2. BACKGROUND

JEA owns, operates and manages the electric system established by the City of Jacksonville, Florida in 1895. JEA is also co-owner, with Florida Power and Light ("FPL") of the St Johns River Power Park ("SJRP"). In June 1997, JEA also assumed operation of the water and sewer system previously managed by the City. JEA is Florida's largest municipally owned utility and the seventh largest municipal in the United States.

1.1.3. INVITATION TO NEGOTIATION (ITN)

You are invited to submit a Response to the ITN noted below:

ITN Title: RECYCLING, SOLID WASTE HAULING AND DISPOSAL SERVICES

To obtain more information about this ITN:

Download a copy of the Solicitation and any required forms at jea.com.

JEA ITN Number: 090-16

Response Due Time: 12:00 P.M. - **ALL LATE RESPONSES WILL BE RETURNED UNOPENED.**

Response Due Date: June 7, 2016

All Responses must reference the ITN Title and Number noted above. All Responses must be made on the appropriate forms as specified within the ITN and placed in an envelope marked to identify the ITN and delivered or mailed to:

JEA Procurement, Bid Office, 21 West Church Street, Customer Center 1st Floor, Room 002, Jacksonville, FL 32202

The Respondent shall be solely responsible for delivery of its Response to the JEA Bid Office. **Please note, JEA employs a third party courier service to deliver its mail from the local U.S. Post Office (USPS) which could cause a delay of Response delivery if mailed through the USPS.** Therefore, JEA recommends direct delivery to

the JEA Bid Office. Reliance upon the USPS, the courier service employed by JEA to make pick-ups from the local USPS, or public carriers is at the Respondent's risk.

Responses are due by the time and on the date listed above. **ALL LATE RESPONSES FOR WHATEVER REASON WILL BE RETURNED UNOPENED.**

1.1.4. QUESTIONS

All questions must be submitted in writing to the JEA Buyer listed below at least five (5) business days prior to the opening date. Questions received within five (5) business days prior to the opening date will not be answered.

For Procurement Related Questions:

Buyer: RODNEY LOVGREN

E-mail: lovgrd@jea.com

For Technical Questions:

Contact: JEANNE RYAN

E-mail: ryanje@jea.com

1.1.5. OPTIONAL PRE-RESPONSE MEETING IN PERSON OR BY TELECONFERENCE

There will be an Optional Pre-Response Meeting. Interested Respondents may attend or call into this meeting. Respondents should be present either in person or by call-in at the start of the meeting. Roll call will begin 10 minutes prior to the start of the meeting; as such, teleconference attendees should dial in 10 minutes prior to the start of the meeting.

PRE-RESPONSE MEETING TIME: 10:00 A.M. EST

PRE-RESPONSE MEETING DATE: May 26, 2016

DIAL IN: 1-888-714-6484

PASSCODE: 817050

PRE-RESPONSE LOCATION: JEA BID OFFICE, Customer Center, 1st Floor, Room 002, 21 W. Church Street, Jacksonville, FL 32202

PLEASE BE AWARE, JEA RECENTLY REVISED ITS SECURITY PROCEDURES WHICH MAY TAKE UP TO FIFTEEN (15) MINUTES TO OBTAIN ACCESS TO A JEA FACILITY. PLEASE PLAN ACCORDINGLY SO AS TO ARRIVE TO THE PRE-RESPONSE MEETING ON TIME.

1.1.6. OPENING OF RESPONSES

All Responses received shall be publicly announced and recorded at 2:00 PM on June 7, 2016 in the JEA Response Office, 21 W. Church Street, Customer Center First Floor, Room 002, Jacksonville, FL 32202. At the opening of Responses, a JEA representative will publicly open each Response that was received prior to the due date and time, except for those Responses that have been properly withdrawn. JEA has the right to waive any irregularities or informalities in the Responses.

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION

Respondent shall have the following Minimum Qualifications to be considered eligible to submit a Response in response to this ITN. **A Minimum Qualification Form which is required to be submitted with the Response Form is provided in Appendix B of this ITN.**

It is the responsibility of the Respondent to ensure and certify that it meets the Minimum Qualifications stated below. A Respondent not meeting all of the following criteria will have their Responses rejected:

1. Respondent must have experience and provided evidence of its experience in Solid Waste Hauling and Disposal Services. The evidence must consist of reference verification from two (2) successfully completed contracts each greater than \$200,000 for any of the last five (5) years ending April 30, 2016. Each contract must have included the following:
 - Front Load pickups at 10 or more locations
 - Roll off pulls at 10 or more locations
2. Respondent must have experience in single stream recycling for at least one (1) contract year. This reference may be the same as one of the two (2) above.

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

1.2.2. BASIS OF AWARD – HIGHEST EVALUATED RESPONDENT

JEA will Award this Contract to the responsive and responsible Respondent whose Response meets or exceeds the Minimum Qualifications set forth in this Solicitation, and the Respondent's evaluated response is the highest evaluated.

JEA will use the Respondent's Total Response Price stated on the Response Form when making price comparisons for Award purposes.

1.2.3. COMPETITIVE SEALED RESPONSES (INVITATION TO NEGOTIATE)

1.2.3.1. EVALUATION METHODOLOGY

1.2.3.2. EVALUATION AND NEGOTIATION PROCESS (ITN)

JEA will make an Award a of a Contract to the Respondent that is able to demonstrate that it can successfully meet the requirements of this ITN, and can provide the best value to JEA.

JEA intends to select up to four (4) Respondents (the "Short-list") with which to commence negotiations. A selection committee (hereinafter referred to as the "Selection Committee"), will be appointed by the Chief Procurement Officer (the "CPO"), or his designee, to review and evaluate each Response submitted. The CPO's office will distribute a copy of each Response to each member of the Selection Committee, and the members of the Selection Committee will separately and independently evaluate and rank the Responses using the "Selection

Criteria" as stated below in this ITN. JEA will use this ranking to develop the Short-list of companies in which to proceed with contract negotiations.

Prior to developing the Short-list, JEA may request that the Respondents provide additional information to clarify their Response. JEA will NOT allow Respondents to submit additional reference projects or change said reference projects that were initially submitted for the purposes of meeting the Minimum Qualifications stated in this ITN. However, JEA may request clarification of submitted documentation so that JEA may make an accurate assessment in developing the Short-list. JEA must be satisfied that the successful Respondent has the necessary technical expertise, experience, and resource capabilities to satisfactorily perform the Work described in this ITN.

JEA reserves the right to Award a Contract based on the Selection Committee's initial evaluation of the Responses if JEA deems the Responses demonstrate adequate competition, compliance, and responsiveness to this ITN. If JEA determines the previously stated criteria have not been met, JEA will finalize the Short-list and proceed with contract negotiations.

Respondents are cautioned to present the best possible pricing offer in their initial Responses. Failing to do so may result in a Respondent not making the Short-list, and will not be allowed to proceed with contract negotiations. Additionally, the prices submitted with the initial Response cannot be increased during the ITN process.

Once a Short-list is developed, the CPO, or his designee, will appoint a negotiating team (the "Negotiating Team"). The Negotiation Team may be comprised of the same individuals as were members of the Selection Committee.

JEA reserves the right to negotiate concurrently or separately with the Short-list Respondents. JEA reserves the right to seek clarifications, to request Response revisions, and to request any additional information deemed necessary for proper evaluation of the Responses. JEA reserves the right to incorporate value added services or industry standard innovations recommended by a Respondent into the Contract's scope of work.

A Respondent that is included on the Short-list may be required, at the sole option of JEA, to make an oral presentation, provide additional written clarifications to its Response, or JEA may require site visits to Respondent's facilities. Oral presentations, hand-outs, and written clarifications will be attached to the Respondent's Response and will become a part of the Response as if originally submitted. The CPO, or his designee, will initiate and schedule a time and location for any presentations which may be required. After Presentations, the Evaluators will be allowed to re-score the Companies, after submission of Best and Final Offers, incorporating knowledge gained from Presentations.

As a part of the negotiation process, JEA may contact the references provided by the Respondent for the purpose of independently verifying the information provided in the Response, and to assess the extent of success of the projects associated with those references. JEA also reserves the right to contact references not provided by Respondents. Respondents may be requested to provide additional references. The results of the reference checking may influence the final negotiation, ranking, and Award recommendation.

After written clarifications, oral presentations, site visits, and any other negotiations deemed by JEA to be in its best interest, the Short-list Respondents will be given a deadline to submit their best and final offer (the "Best and

Final Offer" or "BAFO"). The negotiation process will stop upon submission of the BAFO. Respondents will not be allowed to make further adjustments to their BAFO or communicate further with JEA, except to respond to requests for clarification from the Negotiating Team.

The JEA Negotiating Team will adjust and calculate the final rankings of the Short-list based on the BAFO submissions. JEA does not anticipate reopening negotiations after receiving the BAFOs, but reserves the right to do so if it believes doing so will be in the best interests of JEA. In the event that JEA reopens negotiations, any final rankings will be revised accordingly.

Negotiations will not be open to the public, but will be recorded. All recordings of negotiations and any records, documents, and other materials presented at negotiation sessions are public records and can be released pursuant to a public records request after a notice of intended decision for this ITN is posted, or thirty (30) days after the opening of the Responses, whichever occurs earlier.

The Award recommendation of the Negotiating Team will be based upon the scoring of the BAFOs and the Selection Criteria described below in this ITN. The Respondent with the highest score will be submitted to the CPO for approval. Once approved, the CPO will then present an Award to the JEA Awards Committee for final approval.

In its sole discretion, JEA reserves the right to withdraw this ITN either before or after receiving Responses, to reject any and all Responses either in whole or in part, with or without cause, or to waive any ITN requirement informalities, minor irregularities, and deficiencies in any Response, and to determine such action is in the best interest of JEA. Issuance of this ITN in no way constitutes a commitment by JEA to make an Award or enter into a Contract.

All Responses submitted to JEA are subject to the JEA's terms and conditions contained in this ITN and JEA's Procurement Code. Any and all additional terms and conditions submitted by Respondents are rejected and shall have no force.

ITN Schedule of Events

ITN Step	Expected Lead time (Duration)
Issue Solicitation	May 17, 2016
Optional Pre-Response meeting (teleconference or in person)	May 24, 2016
Response Due Date	June 7, 2016
Distribute Responses to Selection Committee	1 Day
Develop Short-list – evaluate all Responses	15 business days (to run parallel to the minimum qualifications reference check)
Announce - Short-list provide current ranking	2 business day
Negotiation phase – if required	10 business days
Issue to Short-list a list of observations and concerns to address in the best and final submission – if required	1 business days
Short-listed Respondents prepare and submits Best and Final Offer	5 business days
Receive Best and Final Offers	1 day
Evaluate and determine final ranking	1 day

** Note the Durations listed above are subject to change **

1.2.3.3. ALTERNATE PROVISIONS AND CONDITIONS

Responses that contain provisions that are contrary to requirements found in this ITN, including, but not limited to, the Contract Terms and Conditions contained in Section 2 of this ITN, and any requirements found in the Technical Specifications attached as Appendix A to this ITN, are not permitted. If a Respondent has any questions or requests for changes to the requirements or terms and conditions of this ITN, such questions and requests shall be in writing and received by JEA at least five (5) business days prior to the date set by JEA for the opening of Responses.

Including alternate provisions or conditions in a Response may result in the Response being deemed non-responsive to the ITN and disqualification of the Respondent (even if the highest evaluated). However, as this is an ITN, JEA reserves the right to negotiate the best terms and conditions if determined to be in the best interests of JEA.

In submitting a Response, a Respondent agrees to be bound by the Contract Terms and Conditions contained in Section 2 of this ITN. Respondents should assume that those terms will apply to the Contract, but JEA reserves the right to negotiate different terms and related price adjustments if JEA determines that it provides the best value to JEA.

1.2.4. SELECTION CRITERIA

1.2.5. EVALUATED RESPONSE

JEA will use the "Selection Criteria" listed below to evaluate the Company's Responses in both the first submission and the final (best and final) submission. JEA may make its Award decision based solely upon the information submitted in the Responses.

1.2.5.1. QUOTATION OF RATES (65 Points)

Respondent shall provide a quotation of rates, which shall be fixed for the first year term of the Contract by completing the enclosed Response Documents. These rates be all-inclusive and shall include all profit, taxes, benefits, travel, and all other overhead items. Rates may be subject to a price adjustment in accordance with the price adjustment clause in this solicitation after the first year.

The rates provided in the Workbook will be awarded points based on the Total Price listed in Workbook and where the Respondent ranks for this category in comparison to other Respondents.

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

Respondents are required to return their completed Response Workbook in a Microsoft Excel format.

Note: Prices submitted in the Response Workbook (The Total Response Price) cannot be increased during the ITN process, in the submission of the Best and Final Offer (BAFO).

1.2.5.2. ABILITY TO DESIGN AN APPROACH AND PERFORM THE WORK (35 Points)

Respondent shall provide an explanation of how it typically manages its waste hauling contracts to fulfill contract requirements, timing, and quality control objectives.

- Consideration shall be given to the Respondent's demonstration of the following:
- Respondent's approach to managing the multiple location pick up's and emergency call-outs in a cost effectiveness manner,
- Respondent's creativity and innovation of proposed solutions to managing customer's recycle programs,

- Respondent's tracking to prevent overbilling and efficient utilization of resources, personnel, equipment and technology (i.e., GPS) to meet the deliverables of JEA's needs, all at the lowest overall cost to JEA
- Respondent's should also provide a program schedule indicating: (i) all the activities envisioned to fulfill the requirements of the JEA Contract; (ii) communication plans, and (iii) routes and pick up schedules responsive to JEA operations defined in the Appendix A Technical Specifications;
- Additionally, describe in detail how you will meet each section of the requirements listed in Appendix A – Technical Specifications, specific to JEA's needs.

Please use your own form for this section.

1.3. NUMBER OF CONTRACTS TO BE AWARDED

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

1.4. REQUIRED FORMS TO SUBMIT WITH RESPONSE

To submit a Response in response to this ITN, all of the following forms must be completed and submitted as part of the Response. The Respondent must obtain the required forms, other than the Minimum Qualification Form, by downloading them from JEA.com. If the Respondent fails to complete or fails to submit one or more of the following forms, the Response shall be rejected.

The following forms are required to be submitted with the Response:

- Company's Response
- Response Form - This form can be found in Appendix B of this Solicitation
- Response Rates Workbook
- Minimum Qualifications Form
- List of JSEB Certified Firms (if any)
- List of Subcontractors (if any)

If the above listed forms are not submitted with the Response by the Response Due Time and Date, JEA shall reject the Response.

JEA also requires the following documents to be submitted prior to Contract execution. A Response will not be rejected if these forms are not submitted at the Response Due Time and Date. However, failure to submit these documents prior to Contract execution could result in Response rejection.

- Conflict of Interest Certificate Form - This form can be found on JEA.com
- Insurance Certificate
- W-9
- Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)
- Any technical submittals as required by the Technical Specifications

1.5. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM REQUIREMENTS

1.5.1.1. OPTIONAL – JSEB

It is at the Respondent's option as to whether it chooses to subcontract to a JSEB firm. JEA encourages the use of JSEB qualified firms; however, the Respondent is not required to utilize JSEB firms to be Awarded this Contract.

JSEB firms that qualify for this Contract are only those shown on the current City of Jacksonville JSEB directory appearing at www.COJ.net. Certification of JSEB firms must come from the City of Jacksonville. No other agency or organization is recognized for purposes of this Contract.

In no case shall the Company make changes to the JSEB firms listed in its Response, revise the JSEB Scope of Work or amount of Work as stated in its Response without prior written notice to the JEA Contract Administrator, and without subsequent receipt of written approval for the JEA Contract Administrator.

Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may either be by separate coverage or by endorsement under insurance provided by Company. Note: Any JSEB firms identified by Respondents for this Solicitation are considered "Subcontractors" under the direct supervision of the Prime or General Contractor (herein referred to as Company in this Solicitation). Companies should show good faith efforts in providing assistance to JSEB firms in the securing of Subcontractors' insurance requirements stated in this section. Company shall submit subcontractors' Certificates of Insurance to JEA prior to allowing subcontractors to perform Work on JEA's job sites.

All question and correspondence concerning the JSEB program should be addressed to the following contact:

G. Nadine Carswell
JSEB Manager
JEA
21 W. Church Street, CC-6
Jacksonville, FL 32202
(904) 665-6257
carsgs@jea.com

1.5.2. INSURANCE REQUIREMENTS

Prior to JEA issuing a Purchase Order to the Respondent to begin the Work or Services, the Respondent shall submit a certificate of insurance (COI) that is in compliance with amounts and requirements as indicated in the Section herein entitled "Insurance Requirements". Note that the COI shall specifically indicate JEA as an additional insured on all required insurance except Worker's Compensation. Furthermore, a waiver of subrogation shall be provided for all required insurance in favor of JEA, including its board members, officers, employees, agents, successors, and assigns.

LIQUIDATED DAMAGE IN CONTRACT

The Contract issued pursuant to this Solicitation contains liquidated damages tied to **Invoice submittal timeframes**. The Respondent should review the specific time frames and liquidated damage amounts prior to submitting its Response.

1.5.3. SAFETY QUALIFICATION REQUIREMENT

Respondent shall be approved as JEA Safety Qualified within ten (10) business days of receiving written notice from the JEA Response Office that it is the highest ranked Respondents. If the Respondents fails to obtain JEA

approval as a JEA Safety Qualified company by 4:00 p.m. Eastern Time on the 10th business day, JEA will reject the company's Response, and proceed to Award to the next highest ranked Respondent.

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

1.5.4. TIME

In computing any period of time prescribed or allowed by this solicitation, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or JEA holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or JEA holiday.

1.6. GENERAL INSTRUCTIONS

1.6.1. ADDENDA

JEA may issue Addenda prior to the Response opening date to revise, in whole or in part, or clarify the intent or requirements of the Solicitation. The Respondent shall be responsible for ensuring it has received all Addenda prior to submitting its Response and shall acknowledge receipt of all Addenda by indicating where requested on the Response Form. JEA will post all Addenda when issued online at jea.com. The Respondent must obtain Addenda from the JEA website. All Addenda will become part of the Solicitation and any resulting Contract Documents. It is the responsibility of each Respondent to ensure it has received and incorporated all Addenda into its Response. Failure to acknowledge receipt of Addenda may be grounds for rejection of the Response.

1.6.1. COMPLETING THE RESPONSE

Respondents shall submit their Responses and any enclosed documents attached to this ITN with responses typewritten or written in ink. Respondents should refer to the Special Instructions of this ITN to review specific items which may be required with the submittal of the Response. The Respondent, or its authorized agent or officer of the firm, shall sign the Response. Failure to sign the Response may disqualify the Response. JEA-approved erasures, interlineations or other corrections shall be authenticated by affixing in the margin, immediately opposite the correction, the handwritten signature of each person executing the Response. Failure to authenticate changes may disqualify the Response. JEA may disqualify any Responses that deviate from the requirements of this ITN, and those that include unapproved exceptions, amendments, or erasures.

1.6.2. SUBMITTING THE RESPONSE

The Respondent shall submit one (1) original Response, three (3) duplicates (hardcopies) and one (1) CD. If there is a discrepancy between the electronic copy and the hard copy, the hard copy will prevail. JEA will not accept Responses transmitted via email. **IF RESPONDENT IS INTERESTED IN SUBMITTING A RESPONSE TO THIS ITN, PLEASE EMAIL Rodney Lovgren at lovgrd@jea.com TO RECEIVE THIS RESPONSE FORM IN A WORD FORMAT. REQUESTS MUST BE MADE NO LATER THAN FIVE (5) BUSINESS DAYS BEFORE RESPONSE OPENING.**

1.6.3. CONFLICT OF INTEREST

A person or company who receives a Contract which was not procured pursuant to public bidding procedures to perform a feasibility study, or who participated in the drafting of an invitation to Response or Invitation to Negotiates, or who developed a program for future implementation shall not be eligible to contract with JEA for any other contracts dealing with that specific subject matter.

Should JEA erroneously Award a Contract in violation of this policy, JEA may terminate the Contract at any time with no liability to Respondent, and Respondent shall be liable to JEA for all damages, including but not limited to the costs to rebid the Work. The purpose of this policy is to encourage bidding and eliminate any actual or perceived advantage that one Respondent may have over another.

1.6.4. CONTRACT EXECUTION AND START OF WORK

Within thirty (30) days from the date of Award, JEA will present the successful Respondent with the Contract Documents. Unless expressly waived by JEA, the successful Respondent shall execute a Contract for the Work or Services within ten (10) days after receiving the Contract from JEA. If the Respondent fails to execute the Contract or associated documents as required, or if it fails to act on a JEA-issued Purchase Order (PO), JEA may cancel the Award with no further liability to the Respondent, retain the bid security or bond (if applicable), and Award to the next-ranked company.

Upon JEA's receipt of the executed Contract, certificate of insurance, and recorded Payment and Performance bonds (if applicable), JEA will issue a PO, in writing and signed by an authorized JEA representative as acceptance of the Response and authorization for the company to proceed with the Work, unless otherwise stated in the Contract or PO.

1.6.5. DEFINED TERMS

Words and terms defined in the Section entitled "Definitions" of this document are hereby incorporated by reference into the entire document.

1.6.6. EX PARTE COMMUNICATION

Ex Parte Communication is strictly prohibited. Ex Parte Communication is defined as any inappropriate communication concerning a Solicitation between a firm submitting a Response and a JEA representative during the time in which the Solicitation is being advertised through the time of Award. Examples of inappropriate communications include: private communications concerning the details of Solicitation in which a Respondent becomes privy to information not available to the other Respondents. Social contact between Respondents and JEA representatives should be kept to an absolute minimum during the solicitation process.

Failure to adhere to this policy will disqualify the noncompliant Company's Response. Any questions or clarifications concerning a Solicitation must be sent in writing via email to the JEA Buyer at least five (5) business days prior to the opening date. If determined by JEA, that a question should be answered or an issue clarified, JEA will issue an addendum to all Respondents.

For more information on Ex Parte communications, see JEA Procurement Code, Article 1-110, which is available at www.jea.com.

1.6.7. JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

1.6.8. SUNSHINE LAW

General

Article I, Section 24, Florida Constitution, guarantees every person access to all public records and Chapter 119, Florida Statutes, provide a broad definition of public records. JEA is a body politic and corporate and subject to these laws and related statutes ("Florida's Public Records Laws"). All responses to this Solicitation are public records and available for public inspection unless specifically exempt by law.

Redacted Submissions

If a Respondent/Respondent believes that any portion of the documents, data or records submitted in response to this Solicitation are exempt from Florida's Public Records Law, Respondent/Respondent must (1) clearly segregate and mark the specific sections of the document, data or records as "Confidential," (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of its response (the "Redacted Copy"). The cover of the Redacted Copy shall contain JEA's title and number for this Solicitation and Respondent's name, and shall be clearly titled "Redacted Copy." Respondent/Respondent should only redact those portions of records that Respondent/Respondent claims are specifically exempt from disclosure under Florida's Public Records Laws. If Respondent/Respondent fails to submit a redacted copy of information it claims is confidential, JEA is authorized to produce all documents, data and other records submitted to JEA in answer to a public records request for such information.

In the event of a request for public records to which documents that are marked as confidential are responsive, JEA will provide the Redacted Copy to the requestor. If a requestor asserts a right to any redacted information, JEA will notify Respondent that such an assertion has been made. It is Respondent's/Respondent's responsibility to respond to the requestor to assert that the information in question is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of Respondent/Respondent's redacted information under legal process, JEA shall give Respondent/Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law.) Respondent/Respondent shall be responsible for defending its determination that the redacted portions of its response are not subject to disclosure.

By submitting a response to this Solicitation, Respondent/Respondent agrees to protect, defend and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, costs and expenses (including but not limited to reasonable attorney fees and costs) arising from or relating to Respondent's/Respondent's determination that the redacted portions of its response to this Solicitation are not subject to disclosure.

1.6.9. PROHIBITION AGAINST CONTINGENT FEES

The Company warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Company, or an independent sales representative under contract to the Company, to solicit or secure a contract with JEA, and that it has not paid or agreed to pay any person, company, corporation, individual or Company, other than a bona fide employee working solely for the Company, or an independent sales representative under contract to the Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the Award or making of the Contract. For a breach or violation of these provisions occurs, JEA shall have the right to terminate the Contract without liability, and at its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

1.6.10. RESERVATIONS OF RIGHTS TO JEA

The Solicitation provides potential Companies with information to enable the submission of written offers. The Solicitation is not a contractual offer or commitment by JEA to purchase products or services.

Responses shall be good for a period of ninety (90) days following the opening of the Responses.

JEA reserves the right to reject any or all Responses, or any part thereof, and/or to waive informalities if such action is in its best interest. JEA may reject any Responses that it deems incomplete, obscure or irregular including, but not limited to, Responses that omit a price on any one or more items for which prices are required, Responses that omit Unit Prices if Unit Prices are required, Responses for which JEA determines that the Response is unbalanced Responses that offer equal items when the option to do so has not been stated, Responses that fail to include a

Response Bond, where one is required, and Responses from Companies who have previously failed to satisfactorily complete JEA contracts of any nature or who have been scored by JEA as "Unacceptable" and as a result, are temporarily barred from bidding additional work.

JEA reserves the right to cancel, postpone, modify, reissue and amend this Solicitation at its discretion.

JEA reserves the right to cancel or change the date and time announced for opening of Responses or Responses at any time prior to the time announced for the opening of Responses or Responses. JEA may Award the Contract in whole or in part. In such cases whenever JEA exercises any of these reservations, JEA will make a commercially reasonable effort to notify, in writing, all parties to whom Solicitations were issued. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

1.6.11. ETHICS

By signing the Response, the Respondent certifies this Response is made without any previous understanding, agreement or connection with any other person, firm, or corporation submitting a Response for the same Work other than as a supplier, and that this Response is made without outside control, collusion, fraud, or other illegal or unethical actions. The Respondent shall comply with all JEA and City of Jacksonville ordinances, policies and procedures regarding business ethics.

The Respondent shall submit only one (1) Response in response to this ITN. If JEA has reasonable cause to believe the Respondent has submitted more than one (1) Response for the same Work, JEA shall disqualify the Response and may pursue debarment actions.

The Company shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, with this Response by completing and submitting the Conflict of Interest Certificate Form found at jea.com. Failure to fully complete and submit the Conflict of Interest Certificate will disqualify the Response. If JEA has reason to believe that collusion exists among the Companies, JEA will reject any and all Responses from the suspected Company and will proceed to debar Company from future JEA Awards in accordance with the JEA Purchasing Code.

JEA is prohibited by its Charter from awarding contracts to JEA officers or employees or companies in which a JEA officer or employee has a financial interest. JEA shall reject any and all Responses from JEA officers or employees as well as any and all Responses in which a JEA officer or employee has a financial interest.

In accordance with Florida Statutes Sec. 287.133, JEA will reject Responses from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendor list maintained by the Florida Department of Management Services. JEA shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Company listed on the Convicted Vendor list for any transaction exceeding \$35,000 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list.

If the Company violates any requirement of this clause, the Response may be rejected and JEA may debar offending companies and persons.

1.6.12. MATHEMATICAL ERRORS

In the event of a mathematical error in calculation of the prices entered on the Response Form, the Unit Prices will prevail. The corrected total price utilizing the Unit Prices will be used to determine if the Company is Awarded the Work or the Services. Subsequently, the Unit Prices will be used throughout the term of the Contract.

1.6.13. MODIFICATION OR WITHDRAWAL OF RESPONSES

The Respondent may modify or withdraw its Response at any time prior to the Response Due Date and Time by giving written notice to JEA's Chief Purchasing Officer. JEA will not accept modifications submitted by telephone, telegraph, email, or facsimile, or those submitted after Response Due Date and Time. The Respondent shall not modify or withdraw its Response from time submitted and for a period of ninety (90) days following the opening of Responses.

1.6.14. AVAILABILITY OF RESPONSES AFTER OPENING

In accordance with the Florida Public Records Law, Florida Statute, Chapter 119, copies of all Responses are available for public inspection thirty (30) days after the opening of Responses or on the date of Award announcement, whichever is earlier. Respondents may review opened Responses once they are available for public inspection by contacting the designated Buyer or JEA's Public Records custodian whose contact information can be found at jea.com. JEA will post a summary of Response opening results at www.jea.com.

1.6.15. PROTEST OF ITN AND AWARD PROCESS

Companies shall file any protests regarding this ITN in writing and in accordance with the JEA Procurement Code, as amended from time to time. The JEA Procurement Code is available online at jea.com.

1.6.16. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY

By signing and submitting a Response, the Respondent certifies and represents as follows:

- A. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of Solicitation prior to submitting its Response. Where the Respondent visits sites, no Work or other disturbance is to be performed while at the site without written permission by JEA in advance of the site visit. The Respondent shall comply with all safety requirements described in the Response and shall be prepared to show proof of a minimum of \$1 million of general liability insurance or the amount specified in this Solicitation (whichever is greater).
- B. That every aspect of the Response and the detailed schedule for the execution of the Work, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JEA assumes the responsibility.
- C. That the individual signing the Response is a duly authorized agent or officer of the firm. Responses submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the Response, satisfactory evidence of authority to sign must be submitted upon request by JEA. If the Response is submitted by a partnership, the Response must be signed by a partner whose title must under the signature. If an individual other than a partner signs the Response, satisfactory evidence of authority to sign must be submitted upon request by JEA.
- D. The corporation or partnership must be in active status at the Florida Division of Corporations (www.sunbiz.org) prior to Award.
- E. That the firm maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including, but not limited to, contractor's license and occupational licenses necessary

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.

F. That it has read, understands and will comply with these instructions and the Section titled Ethics.

2. CONTRACT TERMS AND CONDITIONS

2.1. DEFINITIONS

Words and terms defined in this section shall have the same meaning throughout all parts of this Solicitation and Contract Documents. Where intended to convey the meaning consistent with that set forth in its definition, a defined word or term is marked by initial capitalization. The "Technical Specifications" portion of this Solicitation may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in this Solicitation and/or Contract Documents, definitions set forth in the "Technical Specifications" shall apply only within the "Technical Specifications."

2.1.1. ACCEPTANCE

JEA's written notice by the Contract Administrator to the Company that all Work as specified for an individual service has been completed to JEA's satisfaction. If Company does not receive a written notice from JEA within three (3) days from completion of the service, the service will be deemed to have reached Acceptance. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

2.1.2. ADDENDUM/ADDENDA

A written change or changes to the Solicitation which is issued by JEA Procurement Services and is incorporated into the Solicitation as a modification, revision and/or further clarification of the intent of the Solicitation.

2.1.3. ANNIVERSARY DATE

The date which is twelve (12) months after the effective date of the Contract, and each date which is twelve (12) months after an Anniversary Date that occurs while the Contract is in effect.

2.1.4. AWARD

The written approval of the JEA Awards Committee that the procurement process for the purchase of the Work was in accordance with the JEA Procurement Code and Florida Statutes. Once an Award is approved, JEA will either issue a Purchase Order or execute a Contract with the successful Respondent.

2.1.5. CHANGE ORDER

A written order issued after execution of the Contract to the Company signed by the Contract Administrator, or his designated representative, authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Time. Change Orders do not authorize expenditures greater than the monies encumbered by JEA, which is shown on the associated Purchase Order(s). An executed Change Order resolves all issues related to price and time for the Work included in the Change Order. A Change Order that involves a material change to the Contract may result in a Contract Amendment.

2.1.6. COMPANY

The legal person, firm, corporation or any other entity or business relationship with whom JEA has executed the Contract. Where the word "Company" is used it shall also include permitted assigns. Prime Contractor, Contractor, Vendor, Supplier and Company shall be considered synonymous for the purpose of the Contract.

2.1.7. COMPANY REPRESENTATIVE

The individual responsible for representing the Company in all activities concerning the fulfillment and administration of the Contract.

2.1.8. COMPANY SUPERVISOR

The individual, employed or contracted by the Company, to manage the Work on a day-to-day basis and ensure the Work is performed according to the Contract. The Company Supervisor may be authorized by the Company Representative to act on Contract matters. Such authorization shall be in writing and delivered to the Contract Administrator and shall clearly state the limitations of any such authorization. In the event that the Company Supervisor and the Company Representative is the same person, the Company shall notify the Contract Administrator of such situation.

2.1.9. CONTRACT

An agreement between JEA and the Company, signed by both parties, which incorporates all the Contract Documents. The Contract shall not be altered without an Amendment to the Contract and executed by JEA and the Company, or a JEA issued Change Order.

2.1.10. CONTRACT ADMINISTRATOR

The individual assigned by JEA to have authority to administer the Contract, including the authority to negotiate all elements of the Contract with the Company, authorize Change Orders within the maximum amount awarded, terminate the Contract, seek remedies for nonperformance including termination, and otherwise act on behalf of JEA in all matters regarding the Contract. The Contract Administrator may authorize JEA Representative in writing to make minor changes to the Work with the intent of preventing Work disruption.

2.1.11. CONTRACT DOCUMENTS

Contract Documents, also referred to as the "Contract" means the executed Contract, all Solicitation documents and Response Documents as further described in the Section of the Solicitation titled "Contract Documents", and any written Change Orders, amendments or Purchase Orders executed by JEA, and insurance and/or bonds as required by the Contract.

2.1.12. CONTRACT PRICE

The total amount payable to the Company during the initial Term of the Contract. However, this amount is not a guaranteed amount. Also referred to as the "Maximum Indebtedness" of JEA.

2.1.13. CONTRACT TIME

The number of calendar days or the period of time from when the Contract is executed and a written Purchase Order is issued to the Company, to the date Company has agreed to complete the Work, or as set forth in the Contract Documents.

2.1.14. DEFECT

Work that fails to reach Acceptance, or Work that fails meet the requirements of any required test, inspection or approval, and any Work that meets the requirements of any test or approval, but nevertheless does not meet the requirements of the Contract Documents.

2.1.15. HOLIDAYS

The following days: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

2.1.16. INVOICE

A document seeking payment to Company from JEA for all or a portion of the Work, in accordance with the Contract Documents, and including at a minimum the following items: the Company's name and address, a description of the product(s) or service(s) rendered, a valid JEA PO number, the amount payable, the Unit Price, the payee name and address, any associated JSEB forms and any other supporting documentation required by the Contract Documents.

2.1.17. JEA

JEA on its own behalf, and when the Work involves St. Johns River Power Park (SJRPP), as agent for Florida Power and Light Company (FPL). JEA and FPL are co-owners of SJRPP.

2.1.18. JEA REPRESENTATIVES

The Contract Administrator, Contract Inspector, Contract Administrator's Representative, JEA Engineer, Field Engineer, Project Manager, and other persons designated by the Contract Administrator as JEA Representatives acting in a capacity related to the Work or Contract under the authority of the Contract Administrator.

2.1.19. PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER

The Company averages more than 2.80 and less than 4.0 across all performance scorecard evaluation metrics, and does not receive a score of less than 2.0 on any metric.

2.1.20. PERFORMANCE - TOP PERFORMANCE/PERFORMER

The Company averages 4.0 or more across all scorecard evaluation metrics and does not receive a score of less than 4.0 on any one metric.

2.1.21. PERFORMANCE - UNACCEPTABLE PERFORMANCE/PERFORMER

The Company averages less than 2.80 across all scorecard evaluation metrics, or scores a 1.0 on any one metric regardless of average, or receives a score of 2.0 on the same metric on two sequential performance evaluations.

2.1.22. RESPONSE

The document describing the Company's qualifications to verify it complies with the requirements of the ITN.

2.1.23. TERM

The period of time during which the Contract is in force or until the Contract's Maximum Indebtedness is reached, whichever occurs first.

2.1.24. UNIT PRICES

The Respondent's charges to JEA for the performance of each respective unit of Work as defined in the Contract Documents.

2.1.25. WORK OR SERVICES

Work includes all Services (defined as inspection, testing, technical direction, installation and/or repair services, all as further defined in the Contract Documents), Parts (defined as materials, tools, and equipment, all as specifically listed in the Contract Documents), and responsibilities to be furnished or performed by the Company under the Contract, together with all other additional necessities that are not specifically recited in the Contract, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of the Contract.

2.1.26. WORK LOCATION

The place or places where the Work is performed, excluding the properties of the Company.

2.2. CONTRACT DOCUMENTS

2.2.1. ORDER OF PRECEDENCE

The Contract shall consist of JEA's Contract and/or Purchase Order together with the Solicitation including, but not limited to, the executed Response Documents, which shall be collectively referred to as the Contract Documents. This Contract is the complete agreement between the parties. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Company shall inform JEA in writing of any conflict, error or discrepancy in the Contract Documents upon discovery. Should the Company proceed with the Work prior to written resolution of the error or conflict by JEA, all Work performed is at the sole risk of the Company. JEA will generally consider this precedence of the Contract Documents in resolving any conflict, error, or discrepancy:

- o Executed Contract Amendments
- o Exhibits to Contract Documents
- o Executed Contract Documents
- o Purchase Order(s)
- o Addenda to JEA Solicitation
- o Drawings associated with this Solicitation
- o Exhibits and Attachments to this Solicitation
- o Technical Specifications associated with this Solicitation
- o This Solicitation
- o Company's Response
- o References

The Company shall perform any Work that may reasonably be inferred from the Contract as being required whether or not it is specifically called for. Work, materials or equipment described in words that, so applied, have a well-known technical or trade meaning shall be taken as referring to such recognized standards.

2.3. PRICE AND PAYMENTS

2.3.1. PAYMENTS

2.3.1.1. PAYMENT METHOD - TIME AND MATERIALS

The Company shall submit to JEA an Invoice once a month for payment of all fees and expenses incurred during that month by the Company in performing the Work. JEA may elect to make a partial payment or no payment if JEA determines, at its sole discretion, and after due consideration of relevant factors, that either all, or part of the Work being invoiced is not in accordance with the Contract Documents.

2.3.1.2. INVOICING AND PAYMENT TERMS

The Company shall submit all Invoices or Applications for Payment in accordance with the payment method agreed upon this Work. JEA will pay the Company the amount requested **within thirty (30) calendar days after receipt** of an Invoice from the Company subject to the provisions stated below. Invoices shall be submitted to the following address:

JEA Accounts Payable
P.O. Box 4910
Jacksonville, FL 32201-4910

JEA may reject any Invoice or Application for Payment within twenty (20) calendar days after receipt. JEA will return the Invoice or Application for Payment to the Company stating the reasons for rejection. Upon receipt of an acceptable revised Invoice or Application for Payment, JEA will pay the Company the revised amount within ten (10) days.

JEA may withhold payment if the Company is in violation of any conditions or terms of the Contract Documents.

In the case of early termination of the Contract, all payments made by JEA against the Contract Price prior to notice of termination shall be credited to the amount, if any, due the Company. If the parties determine that the sum of all previous payments and credits exceeds the sum due the Company, the Company shall refund the excess amount to JEA within ten (10) days of determination or written notice.

The Company shall submit invoices for completed work within thirty (30) calendar days of work completion. JEA will provide notification in writing to document the work completion time.

2.3.1.3. LIQUIDATED DAMAGES FOR LATE INVOICES

Any Invoices submitted to JEA after thirty (30) calendar days from completion of the Work shall be subject to a 1.5 % deduction in the Invoice payment. An additional 1.5 % will be withheld from the Invoice amount for every additional thirty (30) calendar days the Invoice is submitted late. Liquidated Damages associated with late Invoices shall be capped at ten percent (10%) of the monthly Invoice amount.

The Company understands and agrees that said 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, 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.

Example(s):

1. An Invoice that is submitted seventy-five (75) days after the completion of the Work would be subject to a 1.5% deduction of the total monthly Invoice amount.
2. An Invoice submitted ninety-five (95) days after the completion of the Work would be subject to a three percent (3%) deduction of the total monthly Invoice amount.

2.3.2. COST SAVINGS PLAN

During the Term of this Contract, JEA and Company are encouraged to identify ways to reduce the total cost to JEA related to the Work provided by the Company ("Cost Savings Plan"). JEA and Company may negotiate Amendments to this Contract that support and allow such reductions in total costs including, but not limited to, the sharing of savings resulting from implementation of cost-reducing initiatives between JEA and Company. The decision to accept any cost savings plan shall be in the sole discretion of JEA, and JEA shall not be liable to Company for any cost that may be alleged to be related to a refusal to accept a Cost Savings Plan proposed by Company.

2.3.3. DISCOUNT PRICING

JEA offers any or all of the following option payment terms, one of which may be executed at the request of the Company by sending an email to the JEA Buyer listed in this Solicitation:

- o 1% 20, net 30
- o 2% 10, net 30
- o 3% 5, net 30

Company may request alternate payment terms for JEA's consideration, however, alternate payment terms are not effective until acceptance by JEA in writing. Please note, all payment dates are calculated from the date of the Invoice receipt by JEA's Accounts Payable.

2.3.4. PRICE ADJUSTMENT - ANNUAL

Contract prices for the Work will remain firm through the first year of the Contract. Thereafter, the Company may request a Fuel Adjustment Cost annually. Each request for a Fuel Adjustment must be made within thirty (30) days after the completion of each year from the date. If Company fails to submit a timely Fuel Adjustment Cost request, the Company may be denied the adjustment for the upcoming Contract year.

When a timely price adjustment request is received, JEA will recognize the price adjustment within thirty (30) days after the Anniversary Date. No retroactive price adjustments will be allowed.

The purposes from determining price adjustment the base date and index will be the index amount published on the same week as the contract execution. The index, will be the weekly published Lower Atlantic (PADD1C) price per gallon on U.S. Energy Information Administration website. The amount of the unit price from the Response Rates Workbook that will be subject to price adjustment will be 10%. A link is provided to the USEIA website.

<http://www.eia.gov/petroleum/gasdiesel/>

[Lower Atlantic \(PADD1C\)](#)

Unless the Company and JEA make other agreements, the annual price adjustment for the Contract shall be in accordance with the above listed priced adjustment methodology.

In the event the applicable price index publication ceases, the Company and JEA shall mutually agree on a replacement index. If the Company and JEA fail to agree on a replacement index, the Contract shall terminate effective on the next Anniversary Date.

2.3.5. JSEB - INVOICING AND PAYMENT

If the Company utilizes JSEB certified firms, regardless of whether these Contract Documents require or encourage the use of such firms, the Company shall Invoice for and report the use of JSEB certified firms according to the format and guidelines established by the City of Jacksonville.

2.3.4. LABOR, EQUIPMENT, AND MATERIAL (L.E.M.) UNIT PRICE

During the Term of the Contract, JEA may assign additional Work for which Unit Prices were not included in the original Response Documents. If such an instance arises, the Company will submit a Unit Price L.E.M. quote to JEA for approval. Upon JEA approval, the agreed upon Unit Price(s) will become a L.E.M. Unit Price which will be utilized for the remaining Term of the Contract. L.E.M. Unit Prices shall only be considered for Work that is similar in scope to the original Contract.

2.3.5. OFFSETS

In case the Company is in violation of any requirement of the Contract, JEA may withhold payments that may be due the Company, and may offset existing balances with any JEA incurred costs against funds due the Company under this and any other Company Contract with JEA, as a result of the violation, or other damages as allowed by the Contract Documents and applicable law.

2.3.6. 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.

2.4. JSEB COMPLIANCE

2.4.1. COMPLIANCE WITH JSEB REQUIREMENTS

The Company shall achieve the JSEB participation requirements as set forth in the Solicitation, except as allowed under the good faith efforts exception as defined in the City of Jacksonville Ordinance. In no case shall the Company make changes to the JSEB firms listed in its Response, revise the JSEB scope of Work or amount of Work as stated in its Response without prior written notice to the Contract Administrator, and without subsequent receipt of written approval from the Contract Administrator.

The City of Jacksonville requirements as outlined in the City of Jacksonville Ordinance relating to JSEBs shall apply in their entirety to this Contract. Where the City of Jacksonville ordinance refers to "Chief", it shall be construed to mean, for purposes of this Contract, JEA's Chief Purchasing Officer. In a like manner, where it refers to "City", or "City of Jacksonville", it shall be construed to mean JEA.

Use of brokering, as defined in the City of Jacksonville Ordinance, or other techniques that do not provide a commercially useful function are strictly prohibited as means of achieving the JSEB requirements of the Contract. Only the amount of fees or commissions charged by a JSEB for providing a bona fide service such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract shall be counted towards a JSEB participation requirement, provided the fee is reasonable and not excessive as compared with fees customarily charged for similar services.

Payment terms for participating JSEB firms shall be the same or better than the payment terms the Company receives from JEA, except that in all cases JSEB firms shall be allowed to submit invoices to the Company at least bimonthly and the Company shall pay proper invoices no later than three (3) days after its receipt of JEA payment. The Company shall obtain written approval from the Contract Administrator prior to withholding any payment from JSEB firm.

If the Company uses a JSEB qualified firm for the performance of any part of this Work, the Company shall submit to JEA, with its Invoice, a listing of JSEB qualified firms that have participated in the Work. Such listing shall be made using the form "Monthly Report for COJ/JEA JSEB Participation" available at www.jea.com

The Company agrees to let JEA audit its financial and operating records with one day of notice, and during normal business hours, at its corporate offices for the purpose of determining compliance with all JSEB requirements of the Contract Documents.

If the Company violates any provision regarding JSEB, including, but not limited to, program intent, the Company shall be subject to any or all of the following, plus any other remedies available to JEA under law:

- o Terminate the Contract for breach
- o Suspend the Company from bidding any JEA projects as follows:
 - o First offense: Six (6) months
 - o Second offense: One (1) year
 - o Third offense: Three (3) years
- o Revoke Company's JSEB certification if the Company itself is certified as a JSEB.

2.5. WARRANTIES AND REPRESENTATIONS

2.5.1. WARRANTY

The Company represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the Work, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Company is a party or by which it is otherwise bound.

The Company represents and warrants that it will conduct the Work in a manner and with sufficient labor, materials and equipment necessary to affect a diligent pursuance of the Services.

The Company represents and warrants that it has the responsibility and capacity to train and supervise its employees and suppliers to ensure the Work complies with all safety requirements of the Contract Documents.

The Company represents and warrants that its employees shall exercise the degree of skill and care required by customarily accepted good practices and procedures.

The Company warrants that all items provided under the Contract shall be in accordance with the requirements of this Contract and services shall be performed in a professional manner and with professional diligence and skill,

consistent with the prevailing standards of the industry. The Company further warrants that the Work will meet the functional and performance requirements defined in the Contract.

If any failure to meet the foregoing warranty appears after the Work is Accepted, the Company shall again perform the Work directly affected by such failure at the Company's sole expense.

2.6. INSURANCE, INDEMNITY AND RISK OF LOSS

2.6.1. INSURANCE

INSURANCE REQUIREMENTS

Before starting and until acceptance of the Work by JEA, and without further limiting its liability under the Contract, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

Workers' Compensation

Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability).

Commercial General Liability

Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Explosion, Collapse and Underground, Hazards (XCU Coverage) as appropriate; Insurance Limits: \$1,000,000 each occurrence, \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

Automobile Liability

All autos-owned, hired, or non-owned; Insurance Limits: \$1,000,000 each occurrence, combined single limit.

Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$4,000,000 each occurrence and annual aggregate.

Company's Commercial General Liability and Excess or Umbrella Liability policies shall be effective for two years after Work is complete. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

Company shall specify JEA as an additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, its board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's Certificates of Insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by JEA.

2.6.2. INDEMNIFICATION (JEA STANDARD)

For ten dollars (\$10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the Company shall hold harmless and indemnify JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of a Contract entered into pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract.

2.6.3. RISKS AND PROPERTY

Company will be deemed to have accepted the waste when it removes the waste from the JEA site.

Upon Company's acceptance of the waste, title, risk of loss and all other incidents of ownership related to the waste shall pass directly from JEA to Company; at no time shall title, risk of loss or any other incidents of ownership or possession or control be in or with or shift to JEA.

JEA shall retain title to any of its equipment removed from JEA's sites, and Company shall assume the risk of loss of JEA's equipment while in transit.

2.7. TERM AND TERMINATION

2.7.1. TERM

2.7.1.1. TERM OF CONTRACT-DEFINED DATES

The Contract shall commence on the effective date, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for five (5) years, (the "Initial Term"), or until the Contract's Maximum Indebtedness is reached, whichever occurs first. It is at JEA's sole option to renew the Contract.

It is at JEA's sole option to renew the Agreement for one (1) additional one (1) year periods (the "Renewal Terms", together with the Initial Term, the "Term").

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

2.7.2. TERMINATION FOR CONVENIENCE

JEA shall have the absolute right to terminate the Contract in whole or part, with or without cause, at any time after the Award effective date upon written notification of such termination.

In the event of termination for convenience, JEA will pay the Company for all disbursements and expenses that the Company has incurred, or has become obligated prior to receiving JEA's notice of termination.

Upon receipt of such notice of termination, the Company shall stop the performance of the Work hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Work that JEA may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JEA.

JEA will have no liability to the Company for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, resulting change in business condition, except as expressly stated within these Contract Documents.

2.7.3. TERMINATION FOR DEFAULT

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

- o The Company assigns or subcontracts the Work without prior written permission;
- o Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- o A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- o The Company makes an assignment for the benefit of creditors;
- o The Company suspends the operation of a substantial portion of its business;
- o The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the Work schedule, or the Company abandons the whole or any part of the Work;
- o The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents;
- o The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality;
- o The Company breaches any of the representations or warranties;
- o The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JEA; or
- o Any material change in the financial or business condition of the Company.

If within fifteen (15) days after service of such notice upon the Company an arrangement satisfactory to JEA has not been made by the Company for continuance of the Work, then JEA may declare Company to be in default of the Contract.

Once Company is declared to be in default, JEA will charge the expenses of completing the Work to the Company and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Company. If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Company shall pay the amount of such excess to JEA upon receipt of notice of the expenses from JEA. JEA shall not be required to obtain the lowest price for completing the Work under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. JEA will, however, make reasonable efforts to mitigate the excess costs of completing the Work.

The Contract Documents shall in no way limit JEA's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the Company shall immediately surrender all Work records to JEA. In such a case, JEA may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

JEA has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to the Company regarding its performance prior to default by Company for performance related issues.

JEA shall have no liability to the Company for termination costs arising out of the Contract, or any of the Company's subcontracts, as a result of termination for default.

2.8. CHANGES IN THE WORK, CONTRACT TIME OR PRICE

2.8.1. CHANGE IN THE WORK

From time to time, JEA may direct changes and modifications in the scope of the Work to be performed under this Contract. The Company is willing and agreeable to accommodate such changes, provided it is compensated for additional Work in accordance with the Unit Prices stated in this Contract, or as otherwise agreed to by JEA and the Company.

Such changes shall be in the form of a written amendment to this Contract reflecting, as appropriate, the change to the scope of Work, adjustment to Company's Unit Prices or Contract Price, or extension to the Term of this Contract. The JEA Representative directly responsible for each contract will make the final determination as to whether any compensable change or schedule change exists.

2.8.2. FORCE MAJEURE

No party shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of JEA to secure approval, validation or sale of bonds; inability of JEA or the Company to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents.

In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice, including Change Orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected within seven (7) calendar days.

2.8.3. SUSPENSION OF SERVICES

JEA may suspend the performance of the Services by providing Company with five (5) days' written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Services, the Company shall resume the full performance of the Services when directed in writing to do so by JEA. Suspension of Services for reasons other than the Company's negligence or failure to perform, shall not affect the Company's compensation as outlined in the Contract Documents.

2.9. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

2.9.1. PUBLIC RECORDS LAWS

Access to Public Records

All Documents, data and other records received by JEA in connection with the Contract are public records and available for public inspection unless specifically exempt by law. The Company shall allow public access to all documents, data and other records made or received by the Company in connection with the Contract unless the records are exempt from Section 249(a) of Article I of the Florida Constitution or subsection 119.07(1), Florida Statutes. JEA may unilaterally terminate the Contract if the Company refuses to allow public access as required under the Contract.

Redacted copies of Confidential Information

If the Company believes that any portion of any documents, data or other records submitted to JEA are exempt from disclosure under Chapter 119, Florida Statutes, the Florida Constitution and related laws ("Florida's Public Records Laws"), the Company must (1) clearly segregate and mark the specific sections of the document, data and records as "Confidential", (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of the documents, data, or records (the "Redacted Copy"). The Redacted Copy shall contain JEA's contract name and number, and shall be clearly titled "Redacted Copy". Respondent should only redact those portions of records that Respondent claims are specifically exempt from disclosure under Florida's Public Records Laws. If the Company fails to submit a redacted copy of documents, data, or other records it claims is confidential, JEA is authorized to produce all documents, data, and other records submitted to JEA in answer to a public records request for these records.

Request for Redacted Information

In the event of a public records or other disclosure request under Florida's Public Records Laws or other authority to which the Company's documents, data or records are responsive, JEA will provide the Redacted Copy to the requestor. If a Requestor asserts a right to any redacted information, JEA will notify the Company that such an assertion has been made. It is the Company's responsibility to respond to the requestor to assert that the information in question is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of the redacted information under legal process, JEA shall give the Company prompt notice of the demand prior to releasing the redacted information (unless otherwise prohibited by applicable law). The Company shall be responsible for defending its determination that the redacted portions of the information are not subject to disclosure.

Indemnification for Redacted Information

The Company shall protect, defend, and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs) arising from or relating to the Company's assertion that all or any portion of its information is not subject to disclosure.

Public Records Clause for Service Contracts

If, under the Contract, the Company is providing services and is acting on behalf of JEA as contemplated by subsection 119.011(2), Florida Statutes, the Company shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by JEA in order to perform service;
 - 1a. Provide the public with access to public records on the same terms and conditions that JEA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or otherwise prohibited by law;

- 1b. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- 1c. Meet all requirements for retaining public records and transfer, at no cost, to JEA all public records in possession of the Company upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to JEA in a format that is compatible with the information technology systems of JEA.

2.9.2. PROPRIETARY INFORMATION

The Company shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that JEA furnishes to the Company. The Company shall insert in any subcontract a restriction on the use of all information furnished by JEA. The Company shall not use this information on another project. All information furnished by JEA will be returned to JEA upon completion of the Work.

2.9.3. PUBLICITY AND ADVERTISING

The Company shall not take any photographs, make any announcements or release any information concerning the Contract or the Work to any member of the public, press or official body unless prior written consent is obtained from JEA.

2.10. PRELIMINARY MATTERS

2.10.1. JEA ACCESS BADGES

If the scope of work described in this Contract requires a Company to access JEA facilities, each Company employee shall apply for a JEA access badge through JEA's Security Department. An appointment to obtain a JEA access badge can be made by contacting JEA Security at securitybadge@jea.com. Finally, JEA does not allow Company employees to share JEA access badges. A Company, whose employees are found to be sharing JEA access badges, will result in the Contract being terminated immediately for default. Additionally, JEA shall be notified within six (6) hours of a lost or stolen JEA security badge or when an employee leaves the Company. Report badge termination notifications to JEA Security at (904) 665-8200.

2.10.2. JEA CRITICAL INFRASTRUCTURE PROTECTION (CIP)

Pursuant to federal regulations, JEA is required to implement Critical Infrastructure Protection (CIP) and comply with NERC/FERC reliability standards for identified assets (collectively the "Assets"). Assets can be defined as either physical or cyber that are essential for JEA to maintain the integrity of the bulk electric system. Therefore, a Company that requires access to the Assets shall require that each of its employees, who require unescorted access apply for a JEA access badge through JEA's Security Department. Depending on which Assets a Company must access will determine the specific training and/or personal background screenings that will be required before a JEA badge can be issued. JEA will pay for reasonable costs associated with initial background screenings and training for required Company employees. However, if an initial screening is failed, the Company will be responsible for the cost of that screening and for additional screening costs related to Company employee turnover. An appointment to obtain a JEA access badge can be made by contacting JEA Security at securitybadge@jea.com.

Finally, all badges are for assigned individual use only and JEA does not allow Company employees to share JEA access badges. A Company, whose employees are found to be sharing JEA access badges, may result in the Contract being terminated for default. Additionally, JEA shall be notified within six (6) hours of a lost or stolen JEA security badge or when an employee leaves the Company and Company should bear the cost of replacement security badge. Report badge termination notifications to JEA Security at (904) 665-8200.

JEA reserves the right to modify these terms if the applicable regulations change or additional regulations become applicable. JEA will provide sufficient notice in advance for Company to adapt the updated regulations

2.10.3. LICENSES

The Company shall comply with all licensing, registration and/or certification requirements pursuant to applicable laws, rules and regulations. The Company shall secure all licenses, registrations and certifications as required for the performance of the Work and shall pay all fees associated with securing them. The Company shall produce written evidence of licenses and other certifications immediately upon request from JEA.

2.11. WORK SCHEDULES

The Approved Schedule is referenced in the Technical Specifications attached to this Solicitation. If no schedule is provided, then the established schedule is based on working five (5) days per week, single shift, eight (8) hours per day or four (4) days per week, single shift, ten (10) hours per day. JEA may require the Company to base its schedule on an accelerated Work schedule or multiple shifts. The Company shall not schedule work on Holidays without obtaining prior written approval from JEA.

The Company shall, at no additional cost to JEA, increase or supplement its working force and equipment and perform the Work on an overtime or multiple shift basis when directed by JEA and upon notification that the Company is behind schedule. The Company shall submit a revised schedule in writing demonstrating the Company's schedule recovery plans.

The Company understands and agrees that the rate of progress set forth in the Approved Schedule already allows for ordinary delays incident to the Work. No extension of the Contract Term will be made for ordinary delays, inclement weather, or accidents and the occurrence of such events will not relieve the Company from requirement of meeting the approved schedule.

2.12. LABOR

2.12.1. NONDISCRIMINATION

The Company represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the Term of this Contract. The Company agrees that on written request, it will allow JEA reasonable access to the Company's records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided however, the Company shall not be required to produce, for inspection, records covering periods of time more than one year from the effective date of this Contract.

The Company shall comply with the following executive orders, acts, and all rules and regulations implementing said orders or acts, which are by this reference incorporated herein as if set out in their entirety:

- o The provisions of Presidential Order 11246, as amended, and the portions of Executive Orders 11701 and 11758 as applicable to Equal Employment Opportunity;
- o The provisions of section 503 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA); and
- o The provisions of the Employment and Training of Veterans Act, 38 U.S.C. 4212 (formerly 2012).

2.12.2. LEGAL WORKFORCE

JEA shall consider the Company's employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for termination of the Contract for default upon thirty (30) days' prior written notice of such termination, notwithstanding any other provisions to the contrary in the Contract Documents.

2.12.3. PROHIBITED FUTURE EMPLOYMENT

It shall be unlawful and a class C offense for any person, who was an officer or employee of JEA, after his or her employment has ceased, to be employed by or enter into any contract for personal services, with a person or company who contracted with, or had a contractual relationship with JEA, while the contract is active or being completed, or within two years of the cessation, completion, or termination of the person's or company's contractual relationship with JEA, where (1) the contract with JEA had a value that exceeded \$250,000, and (2) the officer or employee had a substantial and decision-making role in securing or negotiating the contract or contractual relationship, or in the approval of financial submissions or draws in accordance with the terms of the contract; except that this prohibition shall not apply to an employee whose role is merely as a review signatory, or to contracts entered into prior to January 1, 2008, or to contracts that have been competitively procured. With respect to this subsection a contract is competitively procured if it has been obtained through a sealed low Response award. A "substantial and decision-making role" shall include duties and/or responsibilities that are collectively associated with: (i) approving solicitation or payment documents; (ii) evaluating formal Responses and Responses; and (iii) approving and/or issuing award recommendations for JEA Awards Committee approval. The contract of any person or business entity who hires or contracts for services with any officer or employee prohibited from entering into said relationship shall be voidable at the pleasure of JEA. This prohibition shall not apply to any former officer or employee after two years from cessation from JEA employment.

2.12.4. HIRING OF OTHER PARTY'S EMPLOYEES

Each party recognizes that the other party has incurred or will incur significant expenses in training its own employees and agrees that it will not pursue or hire, without the other party's consent, the other party's employees or the employees of its subsidiaries for a period of two (2) years from the termination date of this Contract.

2.12.5. PERSONNEL AND CHANGES IN COMPANY'S PROFESSIONAL PERSONNEL

Unless otherwise agreed in writing by the parties, all Services shall be rendered by employees: (a.) who are full time employees of Company (b.) qualified to perform the Services, and (c.) fluent in the English language. Subsequent to the execution of this Contract, Company shall notify the JEA Contract Administrator in writing prior to making changes in professional personnel assigned, or to be assigned, as provided in Company's Response to manage or perform Services under this Contract. The JEA Contract Administrator shall have the right to reject any personnel assigned by Company to perform work under this Contract. If the right of rejection is exercised by the JEA Contract Administrator, Company shall submit for approval of the JEA Contract Administrator, the name or names of substitute personnel to fill the positions resulting from said rejection. The JEA Contract Administrator shall have the right to require the removal of Company's previously assigned personnel and Company shall promptly replace the same, subject to the JEA Contract Administrator's approval at no cost to JEA.

2.12.6. COMPANY'S LABOR RELATIONS

The Company shall negotiate and resolve any disputes between the Company and its employees, or anyone representing its employees. The Company shall immediately notify JEA of any actual or potential labor dispute that may affect the Work and shall inform JEA of all actions it is taking to resolve the dispute.

2.13. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

2.13.1. COMPANY REPRESENTATIVES

The Company shall provide JEA with the name and responsibilities of the Company Representative, in writing after Award of the Contract and before starting the Work under the Contract. Should the Company need to change the Company Representative, the Company shall promptly notify JEA in writing of the change.

2.13.2. COMPANY REVIEW OF PROJECT REQUIREMENTS

The Company shall review the Work requirements and specifications prior to commencing Work. The Company shall immediately notify the Contract Administrator in writing of any conflict with applicable law, or any error, inconsistency or omission it may discover. JEA will promptly review the alleged conflicts, errors, inconsistencies or omissions, and issue a Change Order or Purchase Order as appropriate if JEA is in agreement with the alleged conflict, and issue revised specifications. Any Work the Company performs prior to receipt of approved Change Order will be at the Company's sole risk.

2.13.3. CONDITIONS OF PROVISIONING

The Company understands and agrees that it shall be solely responsible for providing everything necessary to perform the Work and to be in full compliance with the Contract Documents, except for those items specifically listed herein as being provided by JEA.

If Company's Scope of Work is to supply JEA with inventory items, the Company shall identify inventory items that are in high demand and take appropriate steps to minimize delivery lead time in the event of demand spikes or emergency requirements.

Any use of JEA furnished items on non-JEA work is a breach of the Contract and a violation of the law. All JEA furnished items are the property of JEA when issued, stored by Company, and used in performance of the Work. The Company agrees that it shall use all JEA furnished items in a manner consistent with industry practice, codes, laws, considering the condition of the JEA furnished item, the skills of the individuals using the JEA furnished item, and all environmental conditions. The Company understands and agrees that where JEA and the Company shall share JEA furnished items, JEA usage shall always have priority over Company usage, and the Contract Administrator shall have sole authority to resolve any usage dispute and such resolution shall not result in any claim by Company.

The Company agrees to return to JEA, and to the location as established by a JEA Representative, any unused or salvageable items prior to final payment. The Company agrees that JEA has the right to audit and investigate the Company at any time how the Company is using JEA furnished items. JEA will bill the Company for unaccountable JEA furnished material at the current JEA cost.

2.13.4. EMERGENCY EVENTS

In the event that a system-wide emergency arises during the Term of this Contract for which JEA requires assistance from the Company including, but not limited to, severe storms, large-scale fires, floods, and terrorist attacks, the Company acknowledges the importance of JEA infrastructure and agrees to support, with all its resources, skills and capabilities, and the maximum extent possible, all restoration efforts of JEA. The Contract Administrator shall notify the Company when an emergency event occurs and the Company agrees to mobilize its full resources immediately. In the event conditions are such that an emergency event is likely in progress, but the Company has not been notified by the Contract Administrator, the Company shall make all efforts to contact a JEA Representative to determine if and how it should respond. JEA agrees to reimburse the Company for its actual costs incurred as a

result of supporting JEA during the emergency event, plus overhead and profit, not to exceed twelve percent (12%) of such costs.

2.13.5. STORM PREPAREDNESS

In the event of a Hurricane Warning, Tropical Storm Warning, or other large storm affecting the Work Location, the Company shall secure, or shall remove and store all equipment and materials at the Work Location including, but not limited to, cones, barricades, lights and signs. The Company shall begin taking such precautions as necessary to secure the Work Location upon official issuance of mandatory evacuation of the area of the Work Location and no later than twenty-four (24) hours prior to predicted arrival of tropical storm or hurricane force winds, or when notified by a JEA Representative to do so. These activities are considered a regular part of the Work, regardless of the frequency they are required.

2.13.6. SAFETY AND PROTECTION PRECAUTIONS

The Company shall comply with all applicable federal, state and local laws, ordinances, all JEA procedures and policies including any orders of any public body having jurisdiction for the safety of persons or protection of property. The Company understands and agrees that a violation of any provision of this clause is grounds for a Termination for Default, with no requirement to provide Company with a notice to cure. Additionally, the Company shall be responsible for all JEA damages associated with such termination.

The Company understands and agrees that JEA Representatives may stop Work at any time that JEA, at its sole discretion, considers the Company's Work to be unsafe or a risk to property, and to direct the Company to, at a minimum, perform as directed in such a way as to render the Work environment safe. The Company understands and agrees that it is responsible for paying all costs associated with providing a safe work environment including, but not limited to, any costs associated with any JEA directed safety improvements. The Company further understands and agrees that it is solely responsible for the safety of personnel and property associated with the Work, and that any actions taken by JEA to prevent harm to persons or damage to equipment does not, in any way, relieve the Company of this responsibility.

The Company Representative, or alternatively, the Company Supervisor, shall be designated as the Company's individual responsible for the prevention of accidents.

2.14. VENDOR PERFORMANCE EVALUATION

2.14.1. VENDOR PERFORMANCE EVALUATION

Use of Vendor Performance Evaluation Scorecards

JEA may evaluate the Company's performance using the evaluation criteria shown on the vendor scorecard available online at JEA.com.

Scores for all metrics shown on the evaluation range from a low of 1, meaning significantly deficient performance, to a high of 5, meaning exceptionally good performance. The Company's performance shall be classified as Top Performance, Acceptable Performance, or Unacceptable Performance, as defined herein. The evaluator will be a designated JEA employee. The evaluator's supervisor and the Chief Purchasing Officer will review deficient performance letters and Unacceptable Performance scorecards, as described below, prior to issuance. When evaluating the Company's performance,

Frequency of Evaluations

JEA may conduct performance evaluations and prepare scorecards in accordance with the procedures described herein at any time during performance of the Work or soon after the completion of the Work. JEA may conduct one or more evaluations determined solely at the discretion of JEA.

Unacceptable Performance

- o If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Contract Administrator and Chief Procurement Officer or his designated alternate will notify the Company of such in a letter. The Company shall have ten (10) days to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.
- o Within 30 days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Company's performance is described in the letter as meeting expectations, no further remedial action is required by the Company, as long as Company's performance continues to be Acceptable.
- o If the Company's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Company shall have fifteen (15) days from date of second letter to demonstrate solely through its performance of the Work, that it has achieved Acceptable Performance. At the end of the fifteen (15) day period, JEA will prepare a scorecard documenting the Company's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Company has made in its performance, or has failed to make. If the scorecard shows Company's performance is Acceptable, then no further remedial action is required by Company as long as Company's performance remains Acceptable. If the scorecard shows the Company's performance is Unacceptable, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Company from bidding on any JEA related solicitations, and other remedies available in the JEA Purchasing Code and in law. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.
- o In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion.
- o If the Company receives five or more letters of deficiency within any twelve (12) month period, then JEA will prepare a scorecard describing the deficiencies and the Company's performance will be scored as Unacceptable.

Acceptable Performance

JEA expects the Company's performance to be at a minimum Acceptable.

Disputes

In the event that the Company wants to dispute the results of its scorecard performance evaluation, the Company must submit a letter to the Chief Procurement Officer supplying supplemental information that it believes JEA failed to take into account when preparing the scorecard. Such letter, along with supplemental information, must be submitted no later than ten (10) days following the Company's receipt of the scorecard. If the Chief Procurement Officer decides to change the scorecard, the Company will be notified and a revised scorecard will be prepared, with a copy issued to the Company. If the Chief Procurement Officer decides that no change is warranted, the decision of the Chief Procurement Officer is final. If the Company is to be suspended from consideration for future Award of any contracts, the Company may appeal to the Procurement Appeals Board as per JEA Procurement Code.

Public Records

There can be no expectation of confidentiality of performance-related data in that all performance-related data is subject to disclosure pursuant to Florida Public Records Laws. All scorecards are the property of JEA.

2.15. JEA RESPONSIBILITIES

2.15.1. COORDINATION OF SERVICES PROVIDED BY JEA

The JEA Representative for the Work will, on behalf of JEA, coordinate with the Company and administer this Contract. It shall be the responsibility of the Company to coordinate all assignment related activities with the designated JEA Representative. The JEA Representative will be assigned to perform day-to-day administration and liaison functions, and to make available to the Company appropriate personnel, to the extent practical, and to furnish records and available data necessary to conduct the Work. The JEA Representative will also authorize the Company to perform work under this Contract.

2.16. CHANGES IN THE WORK, CONTRACT TIME OR PRICE

2.17. MISCELLANEOUS PROVISIONS

2.17.1. AMBIGUOUS CONTRACT PROVISIONS

The parties agree that this Contract has been the subject of meaningful analysis and/or discussions of the specifications, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who physically prepared this Contract.

2.17.2. AMENDMENTS

This Contract may not be altered or amended except in writing, signed by JEA Chief Procurement Officer, or designee and the Company Representative, or each of their duly authorized representatives.

2.17.3. APPLICABLE STATE LAW; VENUE; SEVERABILITY

The rights, obligations and remedies of the parties as specified under the Contract will be interpreted and governed in all respects exclusively by the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof. Should any provision of the Contract be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired. Litigation involving this Contract or any provision thereof shall take place in the State or Federal Courts located exclusively in Jacksonville, Duval County, Florida.

2.17.4. AUDIT

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

2.17.5. CUMULATIVE REMEDIES

Except as otherwise expressly provided in this Contract, all remedies provided for in this Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

2.17.6. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which are not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

2.17.7. EXPANDED DEFINITIONS

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation", and the terms "include", "includes" and "included" have similar meanings. Any reference in this Contract to any other agreement is deemed to include a reference to that other agreement, as amended, supplemented or restated from time to time. Any reference in the Contract to "all applicable laws, rules and regulations" means all federal, state and local laws, rules, regulations, ordinances, statutes, codes and practices.

2.17.8. HEADINGS

Headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

2.17.9. LANGUAGE AND MEASUREMENTS

All communication between the Company and JEA, including all documents, notes on drawings, and submissions required under the Contract, will be in the English language. Unless otherwise specified in the Contract, the US System of Measurements shall be used for quantity measurement. All instrumentation and equipment will be calibrated in US System of Measures.

2.17.10. MEETINGS AND PUBLIC HEARINGS

The Company will, upon request by JEA, attend all meetings and public hearings as required, in any capacity, as directed by JEA.

2.17.11. NONEXCLUSIVE

Notwithstanding anything contained herein that may appear to be the contrary, this Contract is "non-exclusive" and JEA reserves the right, in its sole discretion, to retain other companies to perform the Work, and/or JEA may self-perform the Work itself.

2.17.12. RELATIONSHIP OF THE PARTIES

The Company agrees that it shall perform the Work as an independent contractor and that it does not (a) have the power or authority to bind JEA or to assume or create any obligation or responsibility, express or implied, on JEA's part or in JEA's name, except as may be authorized by JEA under a separate written document, or (b) represent to any person or entity that it has such power or authority except as may be authorized by JEA under a separate written document.

2.17.13. SURVIVAL

The obligations of JEA and the Company under this Contract that are not, by the express terms of this Contract, to be performed fully during the Term, shall survive the termination of this Contract.

2.17.14. TIME AND DATE

Unless otherwise specified, references to time of day or date mean the local time or date in Jacksonville, FL. If under this Contract any payment or calculation is to be made, or any other action is to be taken, on or as of a day that is not a regular business day for JEA, that payment or calculation is to be made, and that other action is to be taken, as applicable, on or as of the next day that is a regular business day. Where reference is made to day or days, it means calendar days. Where reference is made to workday, workdays, business day, or business days, it means regular working days for JEA Procurement.

2.17.15. TIME OF ESSENCE

For every material requirement of this Contract, time is of the essence.

2.16.17. USE OF JEA CONTRACTS BY THE CITY OF JACKSONVILLE

Where the City of Jacksonville's or its other independent agencies' or political subdivisions' procurement codes all use of JEA contracts, the Company agrees to extend any pricing and other contractual terms to such entities.

2.17.16. WAIVER OF CLAIMS

A delay or omission by JEA to exercise any right or power under this Contract shall not be construed to be a waiver thereof. A waiver by JEA under this Contract shall not be effective unless it is in writing and signed by the party granting the waiver. A waiver by a party of a right under or breach of, this Contract shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, this Contract.

The Company's obligations to perform and complete the Work in accordance with the Contract shall be absolute. None of the following will constitute a waiver of any of JEA's rights under the Contract: approval of payments, including final payment; Certificate of Contract Completion; any use of the Work by JEA; nor any correction of faulty or defective work by JEA.

3. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

3.1. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK (APPENDIX A)

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

4. FORMS

4.1. FORMS (APPENDIX B)

Forms required to be submitted with this solicitation are provided in Appendix B or can be obtained on the JEA website at www.jea.com.

TECHNICAL SPECIFICATION
RFP 090-16
RECYCLING, SOLID WASTE HAULING AND DISPOSAL SERVICES

1. SCOPE

JEA owns approximately 710 buildings primarily in Duval County, with some additional sites in Clay, Nassau, and St Johns Counties. Approximately fifty-six (56) of these sites will need either Front Load and/or Roll-off trash and/or Recycling containers. Recycling is single stream and must be delivered to an approved recycler. Roll-off containers are pulled and removed from the site and replaced by an empty container. Front load containers are lifted and emptied on site. The purpose of this solicitation is to establish pricing for Recycling, Solid Waste Hauling and Disposal Services for the sites listed in “*Appendix B - Bid Workbook*.” The work to be performed by the Company includes all labor, supervision, materials, tools and equipment as necessary for performing the work. The Company will be expected to provide all containers with the exception of one compactor owned by JEA.

2. GENERAL REQUIREMENTS

- 2.1. The work shall be furnished directly through the Company and the Company shall be responsible for satisfactory results. The Company shall be solely responsible for the supervision and efficiency of its employees while performing work under this contract. **No subcontracting will be allowed.**
- 2.2. At the start of the Contract, the Company shall furnish a single direct phone number where Company’s management personnel can be contacted by the JEA Contract Administrator.
- 2.3. The Company shall provide the JEA Contract Administrator a phone number at least five (5) days prior to any change in Company’s management contact.
- 2.4. The Company must respond by phone to the JEA Contract Administrator’s call within sixty (60) minutes.
- 2.5. Each Company employee must have a valid, individual JEA badge prior to accessing JEA property. The cycle time for requesting and approval of ID badges is approximately three (3) weeks from submission of Company employee’s information.
- 2.6. All Company employees are expected to be proactive in maintaining safety and security of both Company and JEA personnel and JEA facilities.
- 2.7. “*Appendix B - Bid Workbook*” is a one year estimate based on annual expected needs and is to be used as a guideline and is not a guarantee of work.
- 2.8. Recycling shall never be combined with trash and, for perception reasons, trucks with separate sections for trash and recycling in the same truck are not allowed to utilized under this Contract.
- 2.9. JEA shall have the right to add or delete facilities or services throughout the duration of the Contract; additional pricing shall be negotiated consistent with Unit Prices stated in the Contract Documents.

- 2.10. The Company must perform the work in strict environmental compliance with applicable standards, specifications, and regulations including Federal (EPA), State (FDEP) and Local Environmental Protection Agencies, City Ordinances, and the Department of Agriculture.
- 2.11. If caused by the Company, then, the Company will be accountable for timely clean-up and remediation associated with any contaminant spills, accidental or otherwise, including, but not limited to chemicals, diesel fuel, gasoline, lubricants, cleaning fluids, or toxic chemicals.
- 2.12. JEA Site access for service will be available Monday through Sunday for all JEA locations except on JEA Holidays. On JEA Holidays, emergency service may be required.
- 2.13. All roll-off dumpsters are to be delivered to the landfill or recycler on the same day they are picked up from JEA. Dumpsters shall not be parked and taken to the landfill on a different day. If an exception is needed for any reason, the Contract Administrator will be notified and must approve the exception.

3. COMPANY PERSONNEL

- 3.1. ALL services rendered shall be by uniformed employees wearing company identified shirts.
- 3.2. Shirts with offensive logos or messages, ripped jeans, shorts, tennis shoes, and sleeveless shirts are not acceptable.
- 3.3. The Company shall complete a Seven (7) Year Background Check for each employee assigned to work at any JEA site at no additional cost to JEA. Each background check shall be performed through First Coast Security through which JEA has obtained pricing of \$70.00 per background check. In the event of a price increase, JEA will either pay the surplus amount in excess of \$70.00 per background check, or, at its discretion, source an alternative provider to complete the Seven (7) Year Background Check for an amount not to exceed \$70.00. First Coast Security shall review each background check for Meets/Does Not Meet determinations based on Florida Statutes. Any Company employee with a "Does Not Meet" determination will be shall not be allowed to provide services to JEA.
- 3.4. Assigned Company personnel shall be issued JEA badges and access to areas included in the bid workbook. This badging process may require mandatory training and may take up to three weeks for approval. Badges must be visible at all times while on JEA property. No sharing of JEA badges is allowed and no Company employee shall be granted access without his/her JEA badge. Where a badge reader is present, a badge swipe is required.
- 3.5. The Company shall provide competent, experienced employees. Any worker employed by the Company, who exhibits inadequate experience and knowledge or is incapable in his/her field, shall be removed from the work site at the discretion of the JEA Contract Administrator.
- 3.6. The Company shall notify the JEA Contract Administrator within six (6) hours of all employees assigned to JEA that resign or are dismissed. Badges shall be turned in to the JEA Contract Administrator within 24 hours.

4. SAFETY

- 4.1. The Company shall familiarize all employees with all fire and safety regulations recommended by OSHA and other industry or local governmental groups and maintain a safe working environment at all times.
- 4.2. All Company personnel who perform work on JEA property must be JEA safety certified and adhere to JEA Safety and Training regulations.
- 4.3. The Company shall take all precautions to protect the safety of its employees and others. Work safety requirements shall comply with JEA Contractor Safe Work Practices Manual available on-line at: https://www.jea.com/About/Procurement/Become_a_Vendor/Contractor_Safety/Contractor_Safety_Manual.aspx
- 4.4. The Company shall provide and personnel must wear proper Personal Protective Equipment (PPE), as required at specific locations. Hearing protection is required while in many areas. Footwear must have steel toe caps.

5. ADMINISTRATIVE COST AND PROFIT

- 5.1. The administrative cost, profit, fuel, mileage, and other indirect Company costs will not be permitted as separate billable costs. These costs should be included in the Unit Price.
- 5.2. Travel costs and travel time will not be paid by JEA.
- 5.3. Unit prices shall include all labor expenses including, but not limited to, small tools, cleaning equipment, meals, per diem, salaries, and employee benefits to perform the work.
- 5.4. There shall be no truck fee, trip fee, or fuel adjustment.
- 5.5. The Unit Price will be an all-inclusive price. There shall be no additional fees/charges for tires, delivery fees, Franchise fees, taxes, or any other additional charges with the exception of landfill charges (see 6 below).

6. LANDFILL CHARGES

- 6.1. Landfill charges for Roll-offs will be reimbursed on a dollar for dollar basis, with no mark up. Monthly invoices submitted without copies of receipts and/or weigh tickets will be considered incomplete and will not be paid. For purposes of bidding and planning purposes, JEA has provided current estimated Disposal rates from the Landfill for Solid Waste and Construction Debris in the **043-14 Bid Workbook Solid Waste.xls**.

7. INVOICING

- 7.1. Invoices shall be submitted no later than 31 days after the service is provided. See "Invoicing and Payment Terms" Section of enclosed "*Solicitation Document*" for details regarding liquidated damages for late submission of invoices.

- 7.2. Each invoice must be annotated on the Company's letterhead invoice (containing company name and address) and include the JEA purchase order number, with JEA work order numbers, when provided.
- 7.3. Invoices will be issued per individual Purchase Order and will include the details described in 8.4 (below). (No multiple purchase orders on any one invoice.)
- 7.4. Invoices should include location of service, date service was provided, type of service (scheduled or "on call"), the amount payable and detailed unit cost including unit type, size, and quantity.
- 7.5. Invoices for roll-off containers shall include details described in 8.4 (above) and include, in corresponding order, all associated weigh tickets or receipts (from 7.1) above. The driver must write his/her name, pick up site, and date and time of pick up, on each weigh ticket.
- 7.6. Invoiced pricing must agree with the Unit Prices stated in the Contract.
- 7.7. No invoice will be paid without the required information and failure to prepare invoices as specified will result in rejection of the invoice as incomplete.

8. CONTAINERS

- 8.1. JEA requires that the Company provide roll-off and front load containers for waste and recycling. The required number, sizes, and locations of roll-off and front load containers are listed in attachments A (Roll-off) and B (Front Load). Both attachments include the locations of Recycle containers.
- 8.2. Additionally, a 30-yard compactor provided by JEA will be serviced by the Company (listed in attachment A). This will include dumping and returning it to the site. JEA will perform required routine maintenance on the compactor, however, if the compactor is damaged during a Company pull, the Company will be responsible for repairs.
- 8.3. Front Load Recycle containers shall be marked for single stream recycling to include cardboard, glass, plastic, metals, and paper and shall have lift-able slant top covers. Containers shall be designed and sized to allow for ergonomic and safe access.
- 8.4. All containers shall be clearly branded and are to be in sound condition without holes, rust or broken lids. Company shall replace any containers upon JEA's request.

9. PULLS AND PICK UPS OF CONTAINERS

- 9.1. The Company is expected to adhere to the listed pull or pick up schedules. (See Attachments A and B.) The Company shall notify the Contract Administrator whenever a scheduled pick up is missed and provide service within 24 hours. However, in the event JEA discovers that a scheduled service was missed (without notification), the pickup should occur within four (4) hours of the JEA Contract Administrator notifying the Company. The driver will then dispose of any debris, boxes, bags or waste left next to the container due to capacity limitations.
- 9.2. JEA will be responsible for keeping the container/compactor clear of obstructions that would prevent the Company from performing regularly scheduled service. The Company will notify the JEA Contract Administrator within two (2) hours of any obstruction to containers or issues regarding site access.

10. EMERGENCY SERVICES

- 10.1. Containers supplied on an “on call” or emergency basis shall be delivered within 24 hours of notice by the JEA Contract Administrator and pulled or picked up within 24 hours after notice for pull or pick up. This is typically required only during extreme weather events. These responses require emptying on-site dumpsters and providing, in some cases, extra dumpsters on-site to handle potential overflow.

11. SITE CONDITIONS

- 11.1. The Company shall prevent access by the public to restricted JEA property, materials, tools, and equipment during the course of the work.
- 11.2. When unattended, all gates shall be re-locked and secured if they were locked upon arrival.
- 11.3. It is the policy of JEA to provide healthy, tobacco-free facilities for all employees and visitors. This policy prohibits the smoking of any tobacco product and the use of oral tobacco products, as well as e-cigarettes and it applies to JEA employees, the company employees, and visitors while on JEA property including in vehicles.

12. DISPOSAL OF WASTE AND PROCESSING OF RECYCLABLE MATERIAL

- 12.1. All JEA waste must go to a City of Jacksonville permitted location. All processing of recyclables must be performed in the City of Jacksonville and must be in accordance with all City, State, and Federal laws and permits. Failure to comply with these specific requirements will result in termination of the Contract.

13. RECYCLING

- 13.1. JEA comingles recyclables into a single stream, including all types of paper (except carbon, coded fax, photographs and paper towels), corrugated cardboard, plastics (1-7, including Styrofoam), aluminum and metal cans, and glass containers.
- 13.2. The Company shall provide weigh tickets for all roll-off recyclable materials.

14. MODIFICATION TO CONTAINER SITES AND SCHEDULED PULLS AND PICK UPS

- 14.1. JEA Contract Administrator may add containers at any site or may add additional sites (and containers) at the unit price specified in the bid workbook. The Company will provide the added containers at the specified sites within seven (7) days from receipt of notice from the JEA Contract Administrator.
- 14.2. The JEA Contract Administrator may discontinue one or more (up to all) containers at any site. The Company will remove the containers within seven (7) days of notice.
- 14.3. The JEA Contract Administrator may change a site's schedule to increase or decrease pickups to accommodate business needs.
- 14.4. JEA will not be charged for pulls or pick ups that are discontinued. JEA must not be billed for services not received.
- 14.5. The JEA Contract Administrator may designate a change in container size to larger or smaller than originally specified. The change shall result in a change to the price designated in the bid workbook for the reassigned size.

15. COMPANY RESPONSIBILITIES

15.1. Compliance Standards

The Company shall ensure Solid Waste Hauling and Disposal Services at JEA facilities are performed to the highest standards and local, state, and Federal requirements, i.e. Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), etc.

16. REPORTS

16.1. Report Requirements: The Company shall submit the following monthly reports by email in Excel format to the JEA Contract Administrator, by the tenth (10th) business day of the following month:

- 16.1.1. A report (as in "Attachment A – Report of Pickups") listing regularly scheduled and any unscheduled Front Load pickups that were accomplished. JEA will use this list to randomly select sites for inspections and invoice review.
- 16.1.2. A report, listing by site, the number of roll-off pulls, the total monthly tonnage and cost, the year-to-date tonnage and cost, and the average tonnage per pull.
- 16.1.3. A report providing recycling data, to include, by site, both monthly and year-to-date number of pulls of front load recycling and total number of pulls and weight of roll-offs as well as JEA totals.
- 16.1.4. If applicable, a report including GPS data. Data will include the JEA site address, date, time of day, truck number, driver's name and driver's JEA badge number. When a roll-off is picked up, the report will also include the date and time of arrival at the landfill or recycler and will coincide with the weigh ticket

submitted. The route of each JEA roll-off service from site pick up to landfill or recycler delivery must be stored and produced when requested for random audits.

17. VENDOR PERFORMANCE EVALUATION

17.1. Vendor Performance Details:

- 17.1.1. JEA shall utilize Vendor Performance Evaluation Scorecards as described in “*Solicitation Document*” and in “*Appendix A – Vendor Performance Scorecard*” to monitor Company performance.
- 17.1.2. JEA requires a minimum performance level of “Acceptable” and for any performance level that is less than “Acceptable”, remedial action shall be required to improve Company’s performance level. If Company fails to improve its performance, JEA shall terminate this Contract.

18. RESPONSE RATES WORKBOOKS

18.1 Response item Definitions

- 18.1.1 – **Front Load (Sizes 2 through 8)** – The Bid amount per pickup shall include, all transportation, labor, fuel, equipment and disposal of waste at the land fill. JEA will accept any additional billing for Front Load pulls.
- 18.1.2 – **Roll Offs (20, 30 and 40 yard) and Compactor Container** - The Bid amount per pickup shall include, all transportation, labor, fuel, equipment. Disposal of waste at the land fill will be billed at a cost reimbursable basis. NO markup and NO additional fee will be accept on the disposed waste tonnage.
- 18.1.3 – **Disposal Rate Calculation for Roller Off Containers and Compactor Container** – The disposal rates / ton for solid waste and construction debris, along with tonnage per month is provided by JEA for reference in determining an estimate of the amount reimbursable cost JEA may expect to see during the performance of the contract.

ATTACHMENT B- FRONT CONTAINER SITES WITH SIZE AND ESTIMATED PULLS BY WEEK, MONTH, AND YEAR

Indicates other than weekly and annual estimates were manually entered.											
SITE NUMBER	CAPACITY (YD)	NUMBER/ QTY	SITE NAME	SITE ADDRESS	zip	Type	WASTE TYPE	Schedule Pulls/Week/Per Container	ESTIMATED PULLS PER SITE PER WEEK	TOTAL ESTIMATED PULLS/MONTH	TOTAL ESTIMATED PULLS/YEAR
1	2	1	AMELIA CONCOURSE WTP (Biweekly)	77040 ROBERT E WILLIAMS DRIVE	32034	WATER TREATMENT	MSW	Biweekly	0.5	2.17	26
2	4	1	AMELIA CONCOURSE WWTP	96237 AMELIA CONCOURSE, YULEE	32034	WATER TREATMENT PLANT	MSW	1	1	4.33	52
3	2	1	PONTE VEDRA	3152 PONTE VEDRA BLVD S	32082	WATER TREATMENT PLANT	MSW	1	1	4.33	52
4	8	2	MAIN ST LAB	1002 N MAIN ST	32206	OFFICE	MSW	1	2	8.67	104
5	4	1	GREENLAND	12121 PHILLIPS HIGHWAY	32206	WASTE WATER TREATMENT PLANT	MSW	2	2	8.67	104
6	8	5	BUCKMAN	2221 BUCKMAN ST	32206	WASTE WATER TREATMENT PLANT	MSW	1	5	21.67	260
7	6	3	BUCKMAN	2221 BUCKMAN ST	32206	WASTE WATER TREATMENT PLANT	MSW	1	3	13.00	156
8	8	1	BUCKMAN (FLAT TOP)	2221 BUCKMAN ST	32206	WASTE WATER TREATMENT PLANT	MSW	3	3	13.00	156
9	8	1	WARE HOUSE # 7	2329 BOULEVARD AVE	32206	WAREHOUSE	MSW	1	1	4.33	52
10	8	1	METER READING OFC	2408 PEARL ST	32206	OFFICE	MSW	1	1	4.33	52
11	8	1	METER SHOP	2434 PEARL ST	32206	OFFICE	MSW	1	1	4.33	52
12	8	1	ADMIN. BUILDING	2514 PEARL ST	32206	OFFICE	MSW	1	1	4.33	52
13	8	1	KENNEDY	4215 TALLEYRAND AVE	32206	OFFICE	MSW	1	1	4.33	52
14	8	1	KENNEDY - KGS PUMP	4215 TALLEYRAND AVE	32206	OFFICE	MSW	1	1	4.33	52
15	2	1	BUFFALO AVE	5300 BUFFALO AVE	32206	LIFT STATION NORTH GRID	MSW	1	1	4.33	52
16	4	1	Hendricks Water Plant (1xMonth)	1418 KINGS AVE	32207	WATER TREATMENT	MSW	1xMonth	0.231	1.00	12
17	8	5	SOUTHSIDE SERVICE CENTER	2325 EMERSON STREET	32207	SERVICE CENTER	MSW	1	5	21.67	260
18	6	1	LOVEGROVE	5575 BARKER ST	32207	OFFICE	MSW	1	1	4.33	52
19	6	1	ESCAMBIA (Biweekly)	1033 ESCAMBIA STREET	32208	WATER TREATMENT PLANT	MSW	Biweekly	0.5	2.17	26
20	6	1	NEW KINGS	5717 NEW KINGS RD	32209	OFFICE AND WAREHOUSE	MSW	1	1	4.33	52
21	8	1	ARLINGTON EAST	1555 MILLCOE RD	32211	WASTE WATER TREATMENT PLANT	MSW	1	1	4.33	52
22	8	1	ARLINGTON EAST	1555 MILLCOE RD	32211	WASTE WATER TREATMENT PLANT	MSW	3	3	13.00	156
23	4	1	ARLINGTON EAST	1555 MILLCOE RD	32211	WASTE WATER TREATMENT PLANT	MSW	5	5	21.67	260
24	2	1	MONTEREY	5802 HARRIS ST	32211	WASTE WATER TREATMENT PLANT	MSW	1	1	4.33	52
25	6	1	MONTEREY	5802 HARRIS ST	32211	WASTE WATER TREATMENT PLANT	MSW	1	1	4.33	52
26	2	1	BRIERWOOD	6513 POWERS AVE	32217	WATER TREATMENT PLANT	MSW	1	1	4.33	52
27	2	1	BISCAYNE VILLA	10800 KEY HAVEN BLVD	32218	LIFT STATION NORTH GRID	MSW	1	1	4.33	52
28	4	4	DISTRICT 2	1840 CEDAR BAY RD	32218	WASTE WATER TREATMENT PLANT	MSW	3	12	52.00	624
29	6	1	HIGHLANDS WTP	801 BECKNER AVE	32218	WATER TREATMENT	MSW	1	1	4.33	52
30	2	1	CECIL FIELD COMMERCE CENTER	13709 WATERWORKS	32221	WATER TREATMENT	MSW	1	1	4.33	52
31	8	2	SOCC	RAMONA BLVD - 7720	32221	OFFICE	MSW	1	2	8.67	104

ATTACHMENT B- FRONT CONTAINER SITES WITH SIZE AND ESTIMATED PULLS BY WEEK, MONTH, AND YEAR

Indicates other than weekly and annual estimates were manually entered.											
SITE NUMBER	CAPACITY (YD)	NUMBER/ QTY	SITE NAME	SITE ADDRESS	zip	Type	WASTE TYPE	Schedule Pulls/Week/Per Container	ESTIMATED PULLS PER SITE PER WEEK	TOTAL ESTIMATED PULLS/MONTH	TOTAL ESTIMATED PULLS/YEAR
32	2	1	SOUTHEAST	13570 WILLIAM DAVIS PKWY	32224	WATER TREATMENT PLANT	MSW	1	1	4.33	52
33	6	1	RIDENOUR	102 N KERNAN BLVD	32225	WATER TREATMENT PLANT	MSW	1	1	4.33	52
34	8	1	RIDENOUR	102 N KERNAN BLVD	32225	WATER TREATMENT PLANT	MSW	1	1	4.33	52
35	6	1	SJRCT at Blount Island	1120 WILLIAM MILLS	32226	COAL TERMINAL	MSW	1	1	4.33	52
36	8	6	NORTHSIDE (NGS)	4377 HECKSCHER DR	32226	POWER PLANT	MSW	1	6	26.00	312
37	8	1	BRANDY BRANCH	15701 W BEAVER STREET	32234	POWER PLANT	MSW	1	1	4.33	52
38	8	2	SOUTHWEST WWTP	5420 118TH ST	32244	WASTE WATER TREATMENT PLANT	MSW	1	2	8.67	104
39	4	2	SOUTHWEST WWTP (2 of 4 cans are JEA's)	5420 118TH ST	32244	WASTE WATER TREATMENT PLANT	MSW	3	6	26.00	312
40	4	2	SOUTHWEST WWTP (2 of 4 cans are JEA's)	5420 118TH ST	32244	WASTE WATER TREATMENT PLANT	MSW	1	2	8.67	104
41	8	1	SOUTHWEST WTP	7754 WHEAT RD	32244	WATER TREATMENT PLANT	MSW	1	1	4.33	52
42	6	1	SOUTHWEST WTP	7754 WHEAT RD	32244	WATER TREATMENT	MSW	1	1	4.33	52
43	4	1	A1A NORTH WWTP	200 N A1A	32250	WASTE WATER TREATMENT PLANT	MSW	1	1	4.33	52
44	2	1	WESTBROOK	210 HOLLYBROOK AVE	32254	LIFT STATION NORTH GRID	MSW	1	1	4.33	52
45	8	4	WESTSIDE SERVICE CENTER	6727 BROADWAY AVE	32254	OFFICE AND WAREHOUSE	MSW	1	4	17.33	208
46	8	6	COMMONWEALTH	6764 COMMONWEALTH AVE	32254	OFFICE	MSW	1	6	26.00	312
47	4	1	Southside Water Plant (Biweekly)	7587 SOUTHSIDE BLVD	32256	WATER TREATMENT	MSW	Biweekly	0.5	2.17	26
48	2	1	ROYAL LAKES WTP	8617 WESTERN WAY	32256	WATER TREATMENT	MSW	1	1	4.33	52
49	4	3	MANDARIN	10828 HAMPTON RD	32257	WASTE WATER TREATMENT PLANT	MSW	2	6	26.00	312
50	2	1	MANDARIN	10828 HAMPTON RD	32257	WASTE WATER TREATMENT PLANT	MSW	1	1	4.33	52
51	4	1	JULINGTON CREEK	220 DAVIS POND BLVD	32259	WASTE WATER TREATMENT PLANT	MSW	2	2	8.67	104
52	2	1	HAWKCREST (Biweekly)	2455 HAWKCREST DRIVE	32259	WATER TREATMENT	MSW	1	1	4.33	52
53	4	1	BLACKSFORD	5145 LONGLEAF PINE PARKWAY	32259	WASTE WATER TREATMENT PLANT	MSW	3	3	13.00	156
54	4	1	BLACKSFORD	5145 LONGLEAF PINE PARKWAY	32259	LIFT STATION SOUTH GRID	MSW	1	1	4.33	52
55	8	1	MAIN ST LAB (Recycle)	1002 N MAIN ST	32206	OFFICE	RECYCLE	1	1	4.33	52
56	6	1	SPRINGFIELD CHILLER PLANT	2103 BOULEVARD	32206	CHILLER PLANT	RECYCLE	1	1	4.33	52
57	8	1	METER READING OFC (Recycle)	2408 PEARL ST	32206	OFFICE	RECYCLE	1	1	4.33	52
58	8	1	METER SHOP (Recycle)	2434 PEARL ST	32206	OFFICE	RECYCLE	1	1	4.33	52
59	8	1	SOUTHSIDE SERVICE CENTER (Recycle)	2325 EMERSON STREET	32207	SERVICE CENTER	RECYCLE	1	1	4.33	52
60	8	1	SOCC - (Recycle)	RAMONA BLVD - 7720	32221	OFFICE	RECYCLE	1	1	4.33	52
61	8	1	RIDENOUR (Recycle)	102 N KERNAN BLVD	32225	OFFICE/WATER TREATMENT PLANT	RECYCLE	1	1	4.33	52
62	8	3	NORTHSIDE (NGS) (Recycle)	4377 HECKSCHER DR	32226	POWER PLANT	RECYCLE	1	3	13.00	156
63	8	1	BRANDY BRANCH (Recycle)	15701 W BEAVER STREET	32234	POWER PLANT	RECYCLE	1	1	4.33	52
64	8	1	WESTSIDE SERVICE CENTER (Recycle)	6727 BROADWAY AVE	32254	SERVICE CENTER	RECYCLE	1	1	4.33	52
65	8	1	COMMONWEALTH (Recycle)	6764 COMMONWEALTH AVE	32254	SERVICE CENTER	RECYCLE	1	1	4.33	52
66	8	1	ROYAL LAKES WTP (Recycle) (Biweekly)	8617 WESTERN WAY	32256	OFFICE	RECYCLE	Biweekly	0.5	2.17	26
67	8	1	MANDARIN (RECYCLE)	10828 HAMPTON RD	32257	WASTE WATER TREATMENT PLANT	RECYCLE	2	2	8.67	104
68	4	1	SJRPP	11201 NEW BERLIN ROAD	32226	POWER PLANT - ISLAND DRIVE DELIVERY GATE	WSW	1	1	4.33	52
69	6	15	SJRPP	11201 NEW BERLIN ROAD	32226	POWER PLANT - ISLAND DRIVE DELIVERY GATE	MSW	1	15	65.00	780

ATTACHMENT A- ROLL-OFF CONTAINERS SITES WITH SIZE, ESTIMATED PULLS AND TONNAGE BY WEEK, MONTH AND YEAR

* ON CALL PULLS AND TONNAGE ARE INCLUDED IN SITE TOTALS														
Site	Size	QTY	NAME	ADDRESS	ZIP	TYPE	WASTE TYPE	ESTIMATED PULLS PER WEEK	Per Week	TOTAL ESTIMATED PULLS/ MONTH	TOTAL ESTIMATED PULLS/YEAR	Avg Ton/pull	TOTAL ESTIMATED TONNAGE/ MONTH	TOTAL ESTIMATED TONNAGE/ YEAR
100	20 YD	1	PEARL STREET	2434 PEARL ST	32206	OFFICE/SERVICE CENTER	50/50 MIX	8/Mon	1.85	8.00	96	4	32	384
101	20 YD	1	NORTHSIDE GENERATING STATION	4378 HECKSCHER DR	32226	POWER PLANT	C&D	2X/MONTH	0.46	2.00	24	6	12	144
102	20 YD	1	BUCKMAN WWTP	2221 BUCKMAN ST	32206	WASTE WATER TREATMENT PLANT	C&D	Avg 1/Mon on Call	0.23	1.00	12	8	8	96
103	20 YD	1	SOUTHWEST WWTP	5420 118TH ST	32244	WASTE WATER TREATMENT PLANT	C&D	Avg 1/Mon on Call	0.23	1.00	12	4	4	48
104	30 YD	1	ARLINGTON EAST WWTP	1555 MILLCOE RD	32211	WASTE WATER TREATMENT PLANT	C&D	Avg 1/Mon on Call	0.23	1.00	12	6	6	72
105	20 YD	1	SJRPP	11201 NEW BERLIN ROAD	32226	POWER PLANT	C&D	5xMo Avg	1.15	5.00	60	8	40	480
106	20 YD	1	TOWER - PLAZA I	21 W. CHURCH STREET	32202	OFFICE/LOADING DOCK @ 20 W. ASHLEY ST	MSW	1X/MONTH	0.23	1.00	12	4	4	48
107	20 YD	4	SOUTHSIDE SERVICE CENTER	2325 EMERSON STREET	32207	SERVICE CENTER	MSW	Avg 28/Mo	6.46	28.00	336	12	336	4032
108	20 YD	1	WESTSIDE SERVICE CENTER	6727 BROADWAY AVE	32254	SERVICE CENTER	MSW	ON CALL*	0.00	0.00	0	12	0	0
109	20 YD	5	WESTSIDE SERVICE CENTER	6727 BROADWAY AVE	32254	SERVICE CENTER	MSW	Avg 33 mo	7.62	33.00	396	12	396	4752
110	20 YD	2	BUCKMAN WWTP	2221 BUCKMAN ST	32206	WASTE WATER TREATMENT PLANT	MSW	Avg 1/Mon on Call	0.46	2.00	24	6	12	144
111	20 YD	1	DISTRICT 2 WWTP	1840 CEDAR BAY RD	32218	WASTE WATER TREATMENT PLANT	MSW	Avg 1/Mon on Call	0.23	1.00	12	6	6	72
112	30 YD	1	SJRCT	1120 WILLIAM MILLS ST	32226	COAL TERMINAL	MSW	BI MON	0.12	0.50	6	2	1	12
113	30 YD	1	ADAIR - PLAZA III (JEA COMPACTOR)	421 N. LAURA ST	32202	PARKING GARAGE/LOADING DOCK	MSW	1	1.00	4.33	52	5	21.67	260
	30 YD	2	NORTHSIDE GENERATING STATION	4377 HECKSCHER DR		POWER PLANT	MSW	2xMon	0.92	4.00	48	8	32.00	384
116	30 YD	1	RIDENOUR WTP	102 N KERNAN BLVD	32225	VARIOUSE LOCATIONS FOR CLEANUP	MSW	Avg 1/Mon on Call	0.23	1.00	12	6	6	72
117	30 YD	1	AMELIA CONCOURSE WWTP	96237 AMELIA CONCOURSE, YULEE	32034	WATER TREATMENT PLANT	MSW	Avg 1/on Call	0.23	1.00	12	7	7	84
118	30 YD	2	SJRPP	11201 NEW BERLIN ROAD	32226	POWER PLANT - ISLAND DRIVE DELIVERY GATE	MSW	Avg 6xMo	1.38	6.00	72	6	36	432
119	20 YD	2	SOUTHSIDE - RECYCLE	2325 EMERSON STREET	32207	SERVICE CENTER	RECYCLE	Avg 6xMo	1.38	6.00	72		0	0
120	30 YD	1	WESTSIDE - RECYCLE	6727 BROADWAY AVE	32254	SERVICE CENTER	RECYCLE	2x wk	1.38	6.00	72		0	0
121	40 YD	1	TOWER PLAZA I - RECYCLE	21 W. CHURCH STREET		OFFICE/LOADING DOCK @ 20 W. ASHLEY ST	RECYCLE	1x/BI WEEKLY	0.50	2.17	26	0.5	1.083	13

Appendix B - Minimum Qualification Form
090-16 RECYCLING, SOLID WASTE HAULING, AND DISPOSAL SERVICES

GENERAL

THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED ON THIS FORM. IN ORDER TO BE CONSIDERED A QUALIFIED PROPOSER BY JEA YOU MUST MEET THE MINIMUM QUALIFICATIONS LISTED BELOW, AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SOLICITATION/TECHNICAL SPECIFICATION.

THE PROPOSER MUST COMPLETE THE PROPOSER INFORMATION SECTION BELOW AND PROVIDE ANY OTHER INFORMATION OR REFERENCE REQUESTED. THE PROPOSER MUST ALSO PROVIDE ANY ATTACHMENTS REQUESTED WITH THIS MINIMUM QUALIFICATIONS FORM.

PLEASE SUBMIT THE ORIGINAL AND THREE (3) COPIES AND ONE (1) CD OF THIS FORM AND ANY REQUESTED ADDITIONAL DOCUMENTATION WITH THE BID SUBMISSION.

BIDDER INFORMATION

COMPANY NAME: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE OF AUTHORIZED REPRESENTATIVE: _____

MINIMUM QUALIFICATIONS:

1. Respondent must have experience and provided evidence of its experience in Solid Waste Hauling and Disposal Services. The evidence must consist of reference verification from two (2) successfully completed contracts each greater than \$200,000 for any of the last five (5) years ending April 30, 2016. Each contract must have included the following:
 - Front Load pickups at 10 or more locations
 - Roll off pulls at 10 or more locations
2. Respondent must have experience in single stream recycling for at least one (1) contract year. This reference may be the same as one of the two (2) above.

Appendix B - Minimum Qualification Form
090-16 RECYCLING, SOLID WASTE HAULING, AND DISPOSAL SERVICES

MINIMUM QUALIFICATION REFERENCE 1

Reference Name _____

Reference Phone Number _____

Reference Company Name _____

Address of Work _____

Reference E-Mail Address _____

Dates of Work/\$ Amount _____

Description of Work _____

MINIMUM QUALIFICATION REFERENCE 2

Reference Name _____

Reference Phone Number _____

Reference Company Name _____

Address of Work _____

Reference E-Mail Address _____

Dates of Work/\$ Amount _____

Description of Work _____

Appendix B - Minimum Qualification Form
090-16 RECYCLING, SOLID WASTE HAULING, AND DISPOSAL SERVICES

RECYCLING REFERENCE 1

Reference Name _____

Reference Phone Number _____

Reference Company Name _____

Address of Work _____

Reference E-Mail Address _____

Dates of Work/\$ Amount _____

Description of Work _____

APPENDIX B RESPONSE FORM
090-16 RECYCLING, SOLID WASTE HAULING AND DISPOSAL SERVICES

The Response shall submit one **(1) original Response, three (3) duplicates** (hardcopies), and one (1) CD or Flash Drive. The electronic version shall have the word tracked changes version of any terms and conditions comments and excel quotation of rates workbook. If there is a discrepancy between the electronic copy and hard copy, the hard copy will prevail. JEA will not accept Proposals transmitted via email.

RESPONDENT INFORMATION:

COMPANY NAME: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: _____

FAX: _____

EMAIL ADDRESS: _____

Respondent's Certification

By submitting this Response, the Respondent certifies (1) that it has read and reviewed all of the documents pertaining to this ITN 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 Respondent certifies that it's 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.

Total From Response Rates Workbook	\$
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We have received addenda _____ through _____

Signature of Authorize Officer of Respondent or Agent

Date

Printed Name & Title

Phone Number

APPENDIX B RESPONSE FORM
090-16 RECYCLING, SOLID WASTE HAULING AND DISPOSAL SERVICES

1.2.5.1 QUOTATION OF RATES (65 Points)

Respondent shall provide a quotation of rates, which shall be fixed for the first year term of the Contract by completing the enclosed Response Documents. These rates be all-inclusive and shall include all profit, taxes, benefits, travel, and all other overhead items. Rates may be subject to a price adjustment in accordance with the price adjustment clause in this solicitation after the first year.

The rates provided in the Workbook will be awarded points based on the Total Price listed in Workbook and where the Respondent ranks for this category in comparison to other Respondents.

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

Respondents are required to return their completed Response Workbook in a Microsoft Excel format.

Note: Prices submitted in the Response Workbook (The Total Response Price) cannot be increased during the ITN process, in the submission of the Best and Final Offer (BAFO).

1.2.5.2 ABILITY TO DESIGN AN APPROACH AND PERFORM THE WORK (35 Points)

Respondent shall provide an explanation of how it typically manages its waste hauling contracts to fulfill contract requirements, timing, and quality control objectives.

- Consideration shall be given to the Respondent's demonstration of the following:
- Respondent's approach to managing the multiple location pick up's and emergency call-outs in a cost effectiveness manner,
- Respondent's creativity and innovation of proposed solutions to managing customer's recycle programs,
- Respondent's tracking to prevent overbilling and efficient utilization of resources, personnel, equipment and technology (i.e., GPS) to meet the deliverables of JEA's needs, all at the lowest overall cost to JEA
- Respondent's should also provide a program schedule indicating: (i) all the activities envisioned to fulfill the requirements of the JEA Contract; (ii) communication plans, and (iii) routes and pick up schedules responsive to JEA operations defined in the Appendix A Technical Specifications;
- Additionally, describe in detail how you will meet each section of the requirements listed in Appendix A – Technical Specifications, specific to JEA's needs.

Please use your own form for this section.