

**Request for Proposal
For Participation in
FACILITIES LANDSCAPE MAINTENANCE
for**



Jacksonville, FL

Solicitation Number 079-16

(Mandatory) Pre-Proposal Meeting in Person or Teleconference 9:00 am Monday June 13th, 2016

JEA Customer Center, 1st Floor, Room 002

21 W. Church Street, Jacksonville, FL 32202

OR

Dial In: 1-888-714-6484

Passcode: 817050

Proposals are due 12:00 pm on Tuesday June 28th 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 Proposals received from qualified Proposers 2:00 pm on Tuesday June 28th 2016
in the JEA Bid Office, Customer Center 1st Floor, Room 002, 21 W. Church Street, Jacksonville, FL 32202**

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1. REQUEST FOR PROPOSALS

1.1. INVITATION & SCOPE OF WORK

1.1.1. SCOPE OF WORK

JEA owns approximately 710 buildings primarily in Duval County, with some additional sites in Clay, Nassau, and St Johns Counties. It is the intent of this solicitation to secure economical pricing for basic landscape maintenance. Work will be performed at approximately 670 JEA facilities located in Duval, Nassau, St. Johns and Clay Counties in Florida as listed in *Appendix B - Bid Workbook*. These locations include exteriors of buildings, lots, lift stations, electric substations, wells, water treatment plants, waste water treatment plants, communication towers, road access, fences, area around electric power lines, highway, exterior of generating plants, and trails. These services must be performed in a safe manner, and the results must be aesthetically pleasing as these facilities represent JEA to the rate-paying public.

Awards to contractors will be based on highest evaluated scores per award. The specifications also ensure that the Contractor performs these maintenance activities with skilled personnel in a safe and professional manner adhering to all JEA, City, County and State regulations and requirements.

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

1.1.2. INVITATION - REQUEST FOR PROPOSAL

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

Request for Proposals (RFP) Title: FACILITIES LANDSCAPE MAINTENANCE – OPEN MARKET

To obtain more information about this RFP:

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

JEA RFP Number: 079-16

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

Proposal Due Date: Tuesday June 28th 2016

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

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

The Proposer shall be solely responsible for delivery of its Proposal 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 Proposal 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 Proposer's risk.

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

1.1.3. 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: NICKOLAS DAMBROSE

E-mail: DAMBNC@JEA.COM

For Technical Questions:

Contact: JEANNE RYAN

E-mail: RYANJE@JEA.COM

1.1.4. MANDATORY PRE-PROPOSAL MEETING IN PERSON OR BY TELECONFERENCE

There will be a Mandatory Pre-Proposal Meeting. All interested Proposers must attend or call into this meeting. Proposers not attending/calling into the Pre-Proposal meeting will have their Proposals returned unopened. Proposers must be present either in person or by call-in at the start of the meeting. Roll call will be held promptly at the start of the meeting; as such, Proposers should dial in five minutes prior to the start of the call.

PRE-PROPOSAL MEETING TIME: 9:00 am

PRE-PROPOSAL MEETING DATE: Monday June 13th, 2016

DIAL IN: 1-888-714-6484

PASSCODE: 817050

PRE-PROPOSAL LOCATION:

JEA 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-PROPOSAL MEETING ON TIME.

1.1.5. OPENING OF PROPOSALS

All Proposals received shall be publicly announced and recorded at 2:00 PM on Tuesday June 28th 2016 in the JEA Bid Office, 21 W. Church Street, Customer Center First Floor, Room 002, Jacksonville, FL 32202. At the opening of Proposals, a JEA representative will publicly open each Proposal that was received prior to the due date and time, except for those Proposals that have been properly withdrawn. JEA has the right to waive any irregularities or informalities in the Proposals.

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION

Proposer shall have the following Minimum Qualifications to be considered eligible to submit a Proposal in response to this RFP. **The Minimum Qualification Form which is required to be submitted is provided in Appendix B of this RFP.**

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

- Bidder must have successfully completed two (2) similar Commercial Landscaping contracts (as described in the Technical Specifications) within the last five (5) years ending April 30, 2016.
 - Each similar contract must be valued at \$200,000.00 per year or greater and encompass at least thirty (30) separate sites.

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

1.2.2. EVALUATION METHODOLOGY

1.2.2.1. COMPETITIVE SEALED PROPOSALS

JEA will not Award this Contract on a price only basis, but will Award based on an evaluation of how well each Proposer meets the evaluation criteria listed herein. Price will not be weighted less than the highest non-price factor. JEA will use the "Selection Criteria" listed below to evaluate the Proposals. JEA may make its Award decision based solely upon the information submitted in the Proposals. JEA may also choose to have one or more Proposer make presentations to representatives of JEA. It is always in the best interest of the Proposer to provide informative, concise, well-organized technical and business information relative to the Work, in both the initial submittal of its Proposal and in any subsequent submittals. Please note, JEA may reject Proposals that request material changes or take exceptions to JEA commercial terms and conditions. Material changes to the commercial terms and conditions can only be made by JEA prior to public opening of the Proposals.

1.2.3. SELECTION CRITERIA

1.2.3.1. QUOTATION OF RATES

Maximum points for this criterion: 60 points

Proposer shall provide pricing for the Contract by completing the enclosed "*Appendix B - Proposal Form*". The rates provided shall be all-inclusive and shall include all profit, taxes, benefits, travel, and all other overhead items.

Please note, the rates or lump sums quoted by Proposer on the Proposal Form must be firm prices, not estimates. ANY MODIFICATIONS, EXCEPTIONS, OR OBJECTIONS CONTAINED WITHIN THE PROPOSAL FORM SHALL SUBJECT THE PROPOSAL TO DISQUALIFICATION.

1.2.3.2. PROFESSIONAL EXPERIENCE, LOCATION, AND AVAILABILITY OF PROPOSER'S STAFF

Maximum points for this criterion: 20 points

Proposer shall provide one (1) resume of for the Account Manager available to work on the JEA engagement. At minimum, the resume shall present the employee's name, title, years of service with the company, applicable

professional registrations, education and work experience. The Proposer shall also submit a verifiable local business address for this person, their availability and their expected average response time to JEA.

Proposer may provide this information in its own format to be attached to *“Appendix B – Proposal Form”*.

1.2.3.3. QUALITY METRICS

Maximum points for this criterion: 20 points

Proposer shall submit a written “Quality Plan” addressing, at a minimum, the following elements for JEA:

- 1.) Coverage, Adequacy and Frequency of Inspection
 - 1.1 How will Proposer determine if the specified Service Levels are being met across all sites?
 - 1.2 What will be inspected?
 - 1.3 Who will complete the inspections?
 - 1.4 What will be the frequency of inspections?
 - 1.5 What will be the coverage (Frequency of all sites receiving inspections)?
- 2.) Frequency and Delivery of Metric Reporting
 - 2.1 What Quality Metrics will be tracked?
 - 2.2 How often will reporting be provided to JEA?
 - 2.3 How will the data be made available to JEA?
 - 2.4 How will the reporting be delivered? Electronically or via hard copy?
- 3.) Follow Up Action Plan for Failed Inspections
 - 3.1 Please propose a “Follow Up Action Plan” for any failed inspections.

Proposer may provide this information in its own format to be attached to *“Appendix B – Proposal Form”*.

1.2.3.4. TIE

In addition to the above, JEA has a database evidencing the amount of work previously given to each company. Said criteria will be considered in the event of a tie. In order for new companies to be given opportunity to work with JEA, extra points shall be given to those companies who have not done business with JEA in the past.

1.2.4. NUMBER OF CONTRACTS TO BE AWARDED

JEA intends to Award ONE (1) Contract for the Work. If it is deemed in the best interest of JEA, JEA may award both contracts to one Proposer, or award each Contract to separate Proposers. 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.

To qualify for award, each Proposer must bid on all item numbers contained in the Bid Workbook tab.

1.2.5. REQUIRED FORMS TO SUBMIT WITH PROPOSAL

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

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

- Company's Proposal

- “Appendix B - Minimum Qualifications Form” - This form can be found in Appendix B of this Solicitation.
- “Appendix B - Proposal Form” - This form can be found in Appendix B of this Solicitation
- “Appendix B – Bid Workbook” - This form can be found in Appendix B of this Solicitation
- List of JSEB Firms

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

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

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

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

1.2.6.1. JSEB SUBCONTRACTING REQUIREMENT

For award of this Contract, a non-JSEB company shall be required to subcontract twenty percent (20%) of the contract’s value to certified JSEB providers for each contract awarded. Companies are required to fully comply with the JSEB program described in this RFP. Failure to fully comply with the program during the RFP process may disqualify the Company. Companies that do not submit a Proposal in full compliance with the letter and intent of the JSEB requirements of the RFP shall have their Proposals rejected.

The Company shall complete all forms in the RFP relating to JSEB participation. Failure to completely fill out all related forms may result in rejection of the Proposal.

If the Proposal does not comply with the JSEB requirements established in the RFP, the Company must submit documentation as part of its Proposal describing in detail its good faith efforts to comply with the JSEB requirements of the RFP. This documentation shall include at a minimum the following items:

A written and signed statement describing the level of effort for each of the requirements listed below. Include dates times, people whom the Company contacted and phone numbers to enable JEA to confirm good faith efforts.

Copies of written solicitations of participation the Company sent to qualified JSEB firms, showing adequate response time was provided, defining the scope and nature of the work Company is asked to perform, Company contact information for questions and follow-up, and an offer to meet to review plans, specifications and scope.

A statement of the Company's efforts to negotiate a suitable agreement with JSEB firms including call logs showing participants, dates, times, topics discussed, and open issues.

A statement of the Company's efforts to help qualified firms that may require assistance in obtaining bonding, insurance, financing, technical support, procedural information, or other items necessary to compete for and perform the Work.

For each offer received from a qualified JSEB firm but rejected by Company, a statement explaining why such offer was not made part of the Proposal.

For each qualified JSEB firm contacted but considered unqualified by the Company to perform a portion of the Work, a statement of the reasons Company considered firm to be unqualified.

The Company shall contact the JEA JSEB Office for assistance when all independent attempts (emails, phone calls, faxes and letters) to contact qualified JSEB firms have failed, and shall do so in adequate time for JSEB firms to be identified and to allow JSEB firms adequate time in which to respond. Failure by the Company to contact the JEA JSEB Office as required herein will be considered when determining if the Company has made a good faith effort.

The Company understands and agrees that receipt of a lower bid from a non-JSEB qualified firm, will not in and of itself, be sufficient reason to justify failing to meet the JSEB requirements of the RFP.

The determination as to whether the Company made a good faith effort in trying to achieve the JSEB requirements of this RFP will be made solely by JEA and prior to Award.

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

G. Nadine Carswell
JSEB Manager
(904) 665-6257
carsgs@jea.com

1.2.7. LIQUIDATED DAMAGES IN CONTRACT

The Contract issued pursuant to this RFP contains liquidated damages tied to Invoice submittals. The Proposer should review the specific time frames associated with Invoice submittal.

1.2.8. INSURANCE REQUIREMENTS

Prior to JEA issuing a Purchase Order to the Proposer to begin the Work or Services, the Proposer 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.

1.2.9. SAFETY QUALIFICATION REQUIREMENT (RFP)

Proposer shall be approved as JEA Safety Qualified within ten (10) business days of receiving written notice from the JEA Bid Office that it is the highest ranked Proposer. If the Proposer 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 Proposal, and proceed to Award to the next highest ranked Proposer.

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 Proposer'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.

1.2.10. 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.

1.3. GENERAL INSTRUCTIONS

1.3.1. ADDENDA

JEA may issue Addenda prior to the Proposal opening date to revise, in whole or in part, or clarify the intent or requirements of the Solicitation. The Proposer shall be responsible for ensuring it has received all Addenda prior to submitting its Proposal and shall acknowledge receipt of all Addenda by indicating where requested on the Proposal Form. JEA will post all Addenda when issued online at jea.com. The Proposer 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 Proposer to ensure it has received and incorporated all Addenda into its Proposal. Failure to acknowledge receipt of Addenda may be grounds for rejection of the Proposal.

1.3.1. COMPLETING THE PROPOSAL

Proposers shall submit their Proposals and any enclosed documents attached to this RFP with responses typewritten or written in ink. Proposers should refer to the Special Instructions of this RFP to review specific items which may be required with the submittal of the Proposal. The Proposer, or its authorized agent or officer of the firm, shall sign the Proposal. Failure to sign the Proposal may disqualify the Proposal. 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 Proposal. Failure to authenticate changes may disqualify the Proposal. JEA may disqualify any Proposals that deviate from the requirements of this RFP, and those that include unapproved exceptions, amendments, or erasures.

1.3.2. SUBMITTING THE PROPOSAL

The Proposer shall submit one (1) original Proposal, 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 Proposals transmitted via email. **IF PROPOSER IS INTERESTED IN SUBMITTING A RESPONSE TO THIS RFP, PLEASE EMAIL Nickolas Dambrose at dambnc@jea.com TO RECEIVE THIS PROPOSAL FORM IN A WORD FORMAT. REQUESTS MUST BE MADE NO LATER THAN FIVE (5) BUSINESS DAYS BEFORE PROPOSAL OPENING.**

1.3.3. 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 bid or request for proposals, or who developed a program for future implementation shall not be eligible to contract with JEA for any other contracts dealing with that specific subject matter.

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

1.3.4. CONTRACT EXECUTION AND START OF WORK

Within thirty (30) days from the date of Award, JEA will present the successful Proposer with the Contract Documents. Unless expressly waived by JEA, the successful Proposer shall execute a Contract for the Work or Services within ten (10) days after receiving the Contract from JEA. If the Proposer 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 Proposer, 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 Proposal and authorization for the company to proceed with the Work, unless otherwise stated in the Contract or PO.

1.3.5. DEFINED TERMS

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

1.3.6. 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 Proposal 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 Proposer becomes privy to information not available to the other proposers. Social contact between Proposers 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 Proposal. 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 Proposers.

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

1.3.7. JEA PUBLICATIONS

Applicable JEA publications are available at www.jea.com.

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

In the event of a request for public records to which documents that are marked as confidential are responsive, JEA will provide the Redacted Copy to the requestor. If a requestor asserts a right to any redacted information, JEA will notify Proposer that such an assertion has been made. It is Proposer's responsibility to respond to the requestor to

assert that the information in question is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of Proposer's redacted information under legal process, JEA shall give Proposer prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law.) Proposer shall be responsible for defending its determination that the redacted portions of its response are not subject to disclosure.

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

1.3.9. 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 sale 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.

1.3.10. 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.

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

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

1.3.11. ETHICS (RFP)

By signing the Proposal, the Proposer certifies this Proposal is made without any previous understanding, agreement or connection with any other person, firm, or corporation submitting a Proposal for the same Work other than as a Subcontractor or supplier, and that this Proposal is made without outside control, collusion, fraud, or other illegal or

unethical actions. The Proposer shall comply with all JEA and City of Jacksonville ordinances, policies and procedures regarding business ethics.

The Proposer shall submit only one (1) Proposal in response to this RFP. If JEA has reasonable cause to believe the Proposer has submitted more than one (1) Proposal for the same Work, other than as a Subcontractor or subsupplier, JEA shall disqualify the Proposal 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 Proposal 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 Proposal. If JEA has reason to believe that collusion exists among the Companies, JEA will reject any and all Proposals 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 Proposals from JEA officers or employees as well as any and all Proposals in which a JEA officer or employee has a financial interest.

In accordance with Florida Statutes Sec. 287.133, JEA will reject Proposals 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 Proposal may be rejected and JEA may debar offending companies and persons.

1.3.12. MATHEMATICAL ERRORS

In the event of a mathematical error in calculation of the prices entered on the Proposal 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.

1.3.13. MODIFICATION OR WITHDRAWAL OF PROPOSALS

The Proposer may modify or withdraw its Proposal at any time prior to the Proposal 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 Proposal Due Date and Time. The Proposer shall not modify or withdraw its Proposal from time submitted and for a period of ninety (90) days following the opening of Proposals.

1.3.14. AVAILABILITY OF PROPOSALS AFTER OPENING

In accordance with the Florida Public Records Law, Florida Statute, Chapter 119, copies of all proposals are available for public inspection thirty (30) days after the opening of Proposals or on the date of Award announcement, whichever is earlier. Proposers may review opened Proposals 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 proposal opening results at www.jea.com.

1.3.15. PROTEST OF RFP AND AWARD PROCESS

Companies shall file any protests regarding this RFP 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.

1.3.16. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY

By signing and submitting a proposal, the Proposer 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 Proposal. Where the Proposer 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 Proposer shall comply with all safety requirements described in the Proposal 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 Proposal 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 Proposal is a duly authorized agent or officer of the firm. Proposals 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 Proposal, satisfactory evidence of authority to sign must be submitted upon request by JEA. If the Proposal is submitted by a partnership, the Proposal must be signed by a partner whose title must under the signature. If an individual other than a partner signs the Proposal, 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 Proposer also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Proposer shall immediately notify JEA of status change.
- 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

2.1.1. ACCEPTANCE (JEA - 16023)

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. 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."

2.1.3. 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.

2.1.4. 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.

2.1.5. 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 Proposer.

2.1.6. 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.

2.1.7. 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.

2.1.8. COMPANY REPRESENTATIVE

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

2.1.9. 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.

2.1.10. 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.

2.1.11. 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.

2.1.12. CONTRACT DOCUMENTS

Contract Documents, also referred to as the "Contract" means the executed Contract, all Solicitation documents and Proposal 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.

2.1.13. 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.

2.1.14. 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.

2.1.15. 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.

2.1.16. 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.

2.1.17. 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.

2.1.18. 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.

2.1.19. 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.

2.1.20. PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER

The Company averages more than 3 and less than 4.5 across all performance scorecard evaluation metrics, and does not receive a score of less than 2.0 on any metric.

2.1.21. PERFORMANCE - TOP PERFORMANCE/PERFORMER

The Company averages 5.0 or more across all scorecard evaluation metrics and does not receive a score of less than 4.0 on any one metric.

2.1.22. 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.

2.1.23. PROPOSAL

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

2.1.24. PROPOSER

The respondent to this RFP.

2.1.25. REQUEST FOR PROPOSALS (RFP)

The document (which may be electronic) issued by the JEA Procurement Department to solicit Proposals from companies that includes, but is not limited to, the Minimum Qualifications Form, samples of contract documents and Addenda. The term "Solicitation" shall be considered synonymous with RFP.

2.1.26. SUBCONTRACTOR

A provider of services performing Work under contract for the Company.

2.1.27. TERM

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

2.1.28. UNIT PRICES

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

2.1.29. 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.

2.1.30. WORK LOCATION

The place or places where the Work is performed, excluding the properties of the Company and/or the Subcontractor(s).

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 Proposal 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 Proposal
- 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.

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 thirty (30) additional 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. The Company may request a Consumer Price Index (CPI) adjustment annually. Each annual request for a CPI increase must be made within thirty (30) days prior to the Anniversary Date of the Contract. If Company fails to submit a timely CPI adjustment request, the Company may be denied the adjustment for the upcoming Contract year.

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

Unless the Company and JEA make other agreements, the annual price adjustment for the Contract shall be in accordance with the Consumer Price Index for all urban consumers published monthly by the U.S. Department of Labor, Bureau of Labor Statistics. The index used will be the unadjusted percent change for the previous twelve (12) months of the Company's written CPI adjustment request is received by JEA.

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.

2.3.6. 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 Proposal 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.

2.3.7. 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.

2.3.8. 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 if any, 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 Proposal, revise the JSEB scope of Work or amount of Work as stated in its Proposal 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, Subcontractors and suppliers to ensure the Work complies with all safety requirements of the Contract Documents.

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

The Company warrants that all items provided under the Contract shall be in accordance with the requirements of this Contract and services shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry. The Company 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 (2) 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 and Florida Power and Light Company (FPL) as additional insureds 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 or FPL. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, FPL, their board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. 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.

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

2.6.2. INDEMNIFICATION

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 and Florida Power and Light Company (hereinafter referred to as FPL), 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. For purposes of this Indemnification, FPL has been

included with JEA, as co-owner for their St. Johns River Power Park facility (hereinafter referred to as SJRPP). The term "FPL" 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

Ownership, risks of damage to or loss of the items shall pass to JEA upon Acceptance. The Company shall retain the sole risk of loss to the Work up to and including the time of Acceptance. In the event of loss or damage to the Work, the Company shall bear all costs associated with any loss or damage.

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 one (1) year, (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 two (2) additional two (2) 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"), 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". Proposer should only redact those portions of records that Proposer 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 questions 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:

- Keep and maintain public records that ordinarily and necessarily would be required by JEA in order to perform service;
- 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;
- 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
- 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.

The language in the above paragraphs shall also apply to Company's Subcontractors, and shall be included in Company's contracts with its Subcontractors for Work or Services to be performed at JEA or SJRPP Facilities

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).

The Company agrees that if any of the Work of this Contract will be performed by a Subcontractor, then the provisions of this subsection shall be incorporated into and become a part of the subcontract.

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 bid 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 bids and proposals; 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 or approved subcontractors; (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 proposal 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 attached to this RFP as Vendor Performance Scorecard.

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, JEA will consider the performance of the Company's Subcontractors and suppliers, as part of 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 thirty (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 (5) 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. 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.

2.17.5. 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.

2.17.6. 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.

2.17.7. HEADINGS

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

2.17.8. 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.

2.17.9. 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.

2.17.10. 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.

2.17.11. 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.

2.17.12. SUBCONTRACTING OR ASSIGNING OF CONTRACT

Each party agrees that it shall not subcontract, assign, delegate, or otherwise dispose of the Contract, the duties to be performed under the Contract, or the monies to become due under the Contract without the other party's prior written consent.

The assignment of the Contract will not relieve either of the parties of any of its obligations until such obligations have been assumed in writing by the assignee. If the Contract is assigned by either of the parties, it will be binding upon and will inure to the benefit of the permitted assignee. The Company shall be liable for all acts and omissions of its assignee or its Subcontractor.

In the event the Company obtains JEA approval to use Subcontractors, the Company is obligated to provide Subcontractors possessing the skills, certifications, registrations, licenses, training, tools, demeanor, motivation and attitude to successfully perform the work for which they are subcontracted. The Company is obligated to remove Subcontractors from performing Work under this Contract when the Company recognizes that a Subcontractor is failing to work in a manner consistent with the requirements of this Contract, or when JEA notifies the Company that JEA has determined a Subcontractor is failing to work in a manner consistent with the requirements of this Contract.

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.

Appendix A – Technical Specifications
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1. SCOPE

It is the intent of this solicitation to secure economical pricing for basic landscape maintenance. These services must be performed in a safe manner, and the results must be aesthetically pleasing as these facilities represent JEA to the rate-paying public. Award of individual districts to contractors will be based on highest evaluated scores per district. The specifications also ensure that the Contractor performs these maintenance activities with skilled personnel in a safe and professional manner adhering to all JEA, City, County and State regulations and requirements. Work will be performed at approximately 670 JEA facilities located in Duval, Nassau, St. Johns and Clay Counties in Florida as listed in the bid workbook. These locations include exteriors of buildings, lots, lift stations, electric substations, wells, water treatment plants, waste water treatment plants, communication towers, road access, fences, area around electric power lines, highway, exterior of generating plants, and trails.

2. CODES AND STANDARDS

All work done shall be executed in strict compliance with the applicable specifications, regulations, standards, regulations, and/or codes governed by bodies/agencies listed below:

- 2.1. NAA Pruning Standards for shade trees.
- 2.2. Local Tree and Landscape Ordinances.
- 2.3. National Electric Code (NEC).
- 2.4. National Electric Safety Code ANSI Z133.
- 2.5. Occupational Safety & Health Administration (OSHA).
- 2.6. Federal (EPA), State (FDEP) and Local Environmental Protection Agencies.
- 2.7. The Department of Agriculture.

3. GENERAL REQUIREMENTS

- 3.1. Although sub-contracting will be allowed, the Company shall be responsible for satisfactory results.
- 3.2. The Company shall supervise and direct the work efficiently and with its best skill and attention. The Company shall be solely responsible for the means, methods, techniques, and procedures of maintenance and for the supervision of its employees and subcontractors while performing work under this contract.
- 3.3. **The Company shall designate a “Quality Control Inspector” who will verify that all items reported as complete are in conformance with the quality standards set forth in these contract documents.**
- 3.4. At the start of the contract, the Company shall furnish the JEA Contract Administrator with a single phone number where service management personnel can be contacted by

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JEA. The Company shall provide the JEA Contract Administrator the revised phone number at least 5 (five) days prior to any change.

- 3.5. The Company must respond to the JEA Contract Administrator's phone call within two (2) hours.
- 3.6. The Bid Workbooks is based on annual expected needs and is to be used as a guideline and is not a guarantee of work. JEA may take action to perform work in house and, thereby, reduce Company workload.
- 3.7. JEA shall have the right to add or delete facilities or services throughout the duration of the contract; pricing shall be negotiated consistent with bid pricing and with the solicitation requirements.
- 3.8. 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.

4. DISPOSAL OF WASTE GENERATED DUE TO COMPANY WORK

- 4.1. The Company must dispose of all waste generated as a result of the contract at an officially permitted location.
- 4.2. JEA will not pay additional charges/fees for waste disposal; therefore, any fees and/or charges associated with this disposal should be included in the bid price of the work.

5. PERMITS

- 5.1. The Company shall secure and pay for all permits which may be required to accomplish the specified work and shall conduct work in accordance with the permit requirements.

6. SITE CONDITIONS

- 6.1. The Company shall prevent access by the public to materials, tools, and equipment during the course of the work.
- 6.2. All doors and gates shall be locked and secured at all times when unattended.
- 6.3. The Company shall be responsible for securing and clean-up of its equipment at the facility daily, and, after all work has been completed.
- 6.4. 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 employees, contractors and visitors. Company employees and its subcontractors will not use tobacco products while on JEA property or in the course of performing work on behalf of JEA.
- 6.5. In general, the Company shall perform all work during daylight hours. For special operations, night work may be allowed if authorized in writing by the Contract

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Administrator although such work will be at no additional cost to JEA. No work shall be done when weather conditions limit visibility to less than 500 feet.

7. SAFETY

- 7.1. The Company shall familiarize all employees with fire and safety regulations recommended by OSHA and other industry or local governmental groups and shall maintain a safe working environment at all times.
- 7.2. All Company personnel who perform work on JEA property must be JEA safety certified and adhere to JEA Safety and Training regulations.
- 7.3. The Company shall take all precautions to protect the safety of its employees and others. Work safety requirements shall comply with JEA Company Safe Work Practices Manual, available on-line at:
https://www.jea.com/About/Procurement/Become_a_Vendor/Contractor_Safety/Contractor_Safety_Manual.aspx
- 7.4. The Company shall provide and personnel must wear Personal Protective Equipment (PPE), as required by OSHA and JEA. PPE minimums include safety footwear, plastic hard hat (no metal), and safety glasses. Hearing protection is required while operating machinery or equipment (including saws) or other loud equipment. Footwear must have steel toe caps. The company must comply with all future OSHA and JEA PPE requirements and training. In addition, the Company shall provide JEA with a copy of written proof of compliance within 48 hours of request by the JEA Contract Administrator or Safety representative.
- 7.5. The Company shall be responsible for all damages to JEA property and personal injury caused by non-compliance with Safety and training requirements.
- 7.6. The Company shall also provide all employees, as well as sub-contractors, National Center for Construction Education and Research (NCCER), Substation, Supervisor Leadership and First-Aid training at no additional cost to JEA.
- 7.7. All chemicals used must have labels along with the most current Safety Data Sheets and maintained in the Company truck with the chemical. The Safety Data Sheets shall be made available to the JEA Contract Administrator upon request.
- 7.8. The Company shall exercise extreme care when working around energized lines or equipment to prevent accidents and interrupting service. If any such incident should result, the JEA Contract Administrator shall be immediately notified of the location of such incident.
- 7.9. The Company shall ensure that all maintenance crews consist of at least two (2) individuals. For Safety reasons, no Company employee is to work alone at a site.
- 7.10. The Company shall maintain the beds on the plaza at the Tower and Customer Care Buildings during the hours of 5:00 – 6:00 Eastern Standard Time (6:00 - 7:00 PM

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Daylight Saving Time) to avoid exposure by JEA customers and employees if utilizing loud equipment

- 7.11. The Contract Administrator shall have the authority to suspend work, wholly or in part, for such periods as he/she deems necessary. These periods of suspension include adverse weather conditions, heavy traffic conditions due to special events, and other situations which may cause a hazardous condition for motorists and/or pedestrians. The Contract Administrator will order such suspensions of work explaining the reasons for the suspension. Normal operations may resume when directed by the Contract Administrator.

8. ADMINISTRATIVE COST AND PROFIT

- 8.1. The administrative cost, profit and other indirect Company costs will not be permitted as separate billable costs. These costs should be included in the Bid Price.
- 8.2. Travel costs and travel time will not be paid by JEA.
- 8.3. Unit prices shall include all labor expenses including, but not limited to, small tools, supplies, meals, per diem, salaries, benefits, and consumables needed to perform the work.
- 8.4. There shall be no truck fee, trip fee, or fuel adjustment.

9. INVOICING

- 9.1. The Company will only bill for work completed.
- 9.2. Invoices shall be submitted no later than 30 days after the service is provided.
- 9.3. Annotated on the Company's letterhead invoice (containing company name and address) will be the JEA work order number (if provided) and the JEA purchase order number. Included on the invoice will be the date, location of service provided, service performed, amount payable, and JSEB forms, if applicable, and unit cost.
- 9.4. No invoice will be paid without the required information.
- 9.5. Invoiced pricing must agree with the contract bid pricing.
- 9.6. Invoices that do not comply to these requirements will be rejected.
- 9.7. A copy of the completed invoice must be submitted electronically to the Contract Administrator simultaneously as the hard copy is submitted to JEA Accounts Payable.

10. COMPANY PERSONNEL

- 10.1. The Company shall employ skilled labor capable of performing the kind of work assigned. Skilled workers shall have thorough knowledge of their craft, have experience in their respective fields, and have tools and equipment common to their trades.

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- 10.2. Any worker employed by the Company who exhibits inadequate experience or is incapable in his/her duties shall be removed from the work site at the discretion of the JEA Contract Administrator.
- 10.3. The Company shall maintain documentation verifying employee skills in the form of resumes and job applications which will document employees' ability in their duties. This includes proof of all JEA required Safety & Supervisor training as well as TWIX and JaxPort badges and I.D. as required. Documentation will be made available to the JEA Contract Administrator within two (2) days of request.
- 10.4. All Company and sub-contractor personnel will attend necessary safety and supervisor classes required by JEA at no additional cost to JEA.
- 10.5. All services rendered shall be by uniformed employees (company identified shirts) of the Company. Shirts with offensive logos or messages, ripped jeans, shorts, capri pants, cut-offs, tennis shoes, and sleeveless shirts are not acceptable.
- 10.6. The Company shall complete a Seven (7) Year Background Check for each employee and subcontracted 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 Requirements/Does Not Meet Requirements" determinations based on Florida statutes. Any Company or subcontractor employee with a "Does Not Meet" determination shall be disqualified for JEA service.
- 10.7. Assigned Company personnel shall be issued JEA badges and access to non-occupied areas. This badging process will require background checks (see Section above) and mandatory training. Badges must be visible at all times while on JEA Property.
 - 10.7.1. **No sharing of JEA badges is allowed and no Company employee shall be granted access without his/her JEA badge.**
 - 10.7.2. The Company should allow three (3) weeks for background checks and badge processing.
 - 10.7.3. Should a Company employee's badge become inactive due to non-use for a period of 90 or more days, the Company must provide an additional Seven (7) Year Background Check on that employee at no additional cost to JEA prior to reactivating the badge.
- 10.8. Parking is the responsibility of the Company. Parking on JEA property may be approved at the sole discretion of the JEA Contract Administrator.
- 10.9. All vehicles must display company identification and shall be moved when requested by the JEA Contract Administrator (or his/her designee) or Security Personnel.

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- 10.10. The JEA Contract Administrator will be notified within six (6) hours of any workers that are dismissed or resign or if a badge is lost or stolen. Badges should be turned in to the JEA Contract Administrator.

11. REGULARLY SCHEDULED MAINTENANCE AND LANDSCAPE ACTIVITIES

11.1 Scheduled Maintenance Times

- 11.1.1 The following required yard maintenance and landscape activities shall be conducted Monday through Saturday, during the hours of 7:00 am through 6:00 pm during Eastern Standard Time (from the first Sunday of November through the second Sunday of March).
- 11.2.1 The work shall be conducted Monday through Saturday, during the hours of 7:00 am through 9:00 pm during Daylight Savings Time (from the second Sunday of March through the first Sunday of November).
- 11.3.1 Work performed outside these scheduled hours must be approved in advance by the JEA Contract Administrator.

11.2. Mowing

- 11.2.1. At each maintenance visit, the Company shall mow all grass areas within the boundaries of the JEA owned property.
- 11.2.2. At each maintenance visit, the Company shall mow any grassed area(s) not accessible to large mowers on JEA owned property. This may require use of a seven horsepower mower or other equipment in accordance in accord with JEA safety standards.
- 11.2.3. At each maintenance visit, all turf shall be mowed at its recommended height, typically between 1.5 to 3 inches depending on the species.
- 11.2.4. At each maintenance visit, excess grass clippings remaining on mowed landscape areas will be picked up by the Company.
- 11.2.5. At each maintenance visit, ditches and retaining areas shall be mowed with string trimmers or a regular push or a self-propelled mower (22" or less) only. Absolutely no farm/large tractor with "bush-hog" or herbicides will be used in ditches and retaining areas.

11.3. Edging

- 11.3.1. At each maintenance visit, the Company shall edge all perimeter lawn areas including walkways, curbing, sidewalks, driveways, parking lots and landscape beds with a mechanical edger.
- 11.3.2. At each maintenance visit, areas inaccessible by a mechanical edger shall be edged with a "string" mechanical edger in order to maintain a neat and

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trimmed appearance.

- 11.3.3. To prevent injury to tree rings, a mechanical edger shall not be used to edge trees.
- 11.3.4. At each maintenance visit, the Company shall remove any limbs or brush growing over or through a fence to the fence line. Any grass or weeds along fence lines not accessible for cutting by mechanical mowers shall be cut with string type hand-held mowers.
- 11.3.5. At each maintenance visit, all tanks and buildings shall be edged with a “string” mechanical edger (No weed killer shall be sprayed around tanks, buildings or fence lines).

11.4. Weeding

- 11.4.1. At each maintenance visit, all weeds and vines shall be removed in order to maintain a healthy and weed free appearance in the landscaped areas of all JEA Facilities.
- 11.4.2. At each maintenance visit, the Company shall ensure that all weeds are removed from cement and asphalt cracks and expansion joints. This includes the containment areas around the Tanks and Rock Beds at all locations, including rocked areas, flower beds, etc.
- 11.4.3. At each maintenance visit, weeds and grass along fence lines, tanks and buildings shall be controlled with mechanical devices only. Herbicides shall not be used along fence lines, tanks and around buildings.
- 11.4.4. At each maintenance visit, all gravel and concrete areas shall be maintained to be free of weeds, grass, and vines at all times.

11.5. Tree Pruning

- 11.5.1. At each maintenance visit, pruning, shearing and trimming of trees (up to three (3) inches in diameter), ornamental plants, shrubs and groundcover shall be accomplished to provide foliage growth, health, budding and blooming; this activity is to be done in accordance with recommended horticultural practices.
- 11.5.2. At each maintenance visit, ornamental shrubbery shall be neatly trimmed and free of vines in order to maintain a neat and orderly appearance and maintained at their present height or as directed by the JEA Contract Administrator.
- 11.5.3. Palmettos shall be cut down low or removed from within ornamental shrubbery or within planter beds where they do not belong.
- 11.5.4. At each maintenance visit, trees shall be maintained free of any low hanging

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branches or limbs (up to three (3) inches diameter) which interfere with vehicular (up to 13 feet) or pedestrian traffic, Security Beams and Security Cameras. Suckers shall be removed from the trunk or the base of the tree as they emerge. Great care shall be taken so as not to injure or scar trees.

- 11.5.5 Palmettos or vegetation that does not belong or fit in with the surrounding landscaping shall be removed upon Contract Administrator request.
- 11.5.6. At each maintenance visit, dead limbs shall be removed from all trees and palms. Any fallen limbs or palm fronds shall be removed from the Facility during each maintenance visit.
- 11.5.6 At each maintenance visit, all over-hanging limbs (up to three (3) inches in diameter) that could damage vehicles shall be removed from all parking areas.
- 11.5.7. If work is necessary on larger trees, branches, or limbs (greater than three (3) inches in diameter), the Company shall notify the JEA Contract Administrator immediately by email. JEA will not require the Company to provide this service.

11.6. Sweeping, Vacuuming and Blowing

- 11.6.1. At each maintenance visit, all paved areas such as streets, driveways, parking lots and sidewalks shall be swept, vacuumed or blown clean of sand, grass clippings, trash, and debris.
- 11.6.2. At each maintenance visit, all areas around vehicles shall be vacuumed.
- 11.6.3. At each maintenance visit, leaves/pine straw shall be removed from plant beds and inside fenced areas to maintain acceptable appearance to facilities. All leaves/pine straw shall be removed from the site by the Company.
- 11.6.4. At each maintenance visit, a mechanical blower may be used to blow the leaves to a pick-up area but may not be used to blow leaves into the street or into storm drains or into non-JEA yards.

11.7. Trash and Debris Removal at each scheduled maintenance visit

- 11.7.1. At each maintenance visit, all trash and debris such as but not limited to tree limbs, bottles, cans, paper, plastic bags shall be completely removed from the areas to be maintained before mowing and other maintenance activities begin.
- 11.7.2. At each maintenance visit, all trash, debris, and trimmings/leaves shall be removed from all areas within the boundaries of the JEA Facility as well as the road right-of-way adjacent to the site.
- 11.7.3. At each maintenance visit, all trash and debris shall be removed from all JEA owned vacant lots adjacent to the Facility, but within the boundaries of the JEA owned property as listed in the Bid Workbook.

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- 11.7.4. At each maintenance visit, all trash and debris picked up by the Company shall be removed from the site by the Company and disposed of at a permitted landfill.
- 11.7.5. At each maintenance visit, all trash cans, any trash containers located outside or containers intended for outside trash shall be emptied and replaced at proper location. Trash will be removed and disposed of at a permitted landfill.

11.8. Miscellaneous Regular Maintenance

- 11.8.1. At each maintenance visit, the Company shall remove Spanish moss from all trees up to ten (10) feet high on JEA property.
- 11.8.2. The Company shall trim crepe myrtles bushes/trees once a year during the month of February or March. Trimming shall be similar to other crepe myrtles in the surrounding neighborhood.

12. MOWING SCHEDULE

- 12.1. The mowing schedule for each JEA facility is provided on Appendix B – Bid Workbook.
- 12.2. The scheduled cut dates are as follows:
 - All months containing one (1) cut shall be cut within the first week of each month.
 - All months containing two (2) cuts shall be cut within the first and third week of each month (at least 14 days apart).
 - All months containing three (3) cuts shall be cut every nine days of each month.
 - Any facility containing more than three cuts per month shall be cut once a week.Mowing shall be completed within 1 day of the scheduled cut dates. The Company and the JEA Contract Administrator will negotiate a specific cut schedule if inclement weather has prevented the cuts.
- 12.3. Partial completion will be accepted only in areas approved by the JEA Contract Administrator (or his/her designee). Designated areas must be completed before the next scheduled cut in order to receive payment.
- 12.4. Additional or unscheduled mowing will be conducted at the unit price cost when directed by the JEA Contract Administrator.
- 12.5. The Company may request an extension of mowing schedule by providing the reason and an estimate of time required. The JEA Contract Administrator shall respond within twenty-four (24) hours of receipt of request.

13. NOTIFICATION OF COMPLETED WORK AND REPORTING

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- 13.1. The Company shall provide daily reports of completed work and cuts via email to the JEA Contract Administrator. These daily Completed Work Reports should be received by the JEA Contract Administrator no later than 08:30 AM on the day after the work is performed (excluding weekends and JEA holidays). The daily Completed Work Report shall include a column where the Company verifies the completion of scheduled cuts. Also included in the daily report shall be a time and date stamped photo taken for each location to verify completion of service. JEA will use this list to randomly select sites for inspections and for invoice review. Company may submit daily Work Reports in its own format to be approved by JEA.
- 13.2. The Company shall report any discovered facility deficiencies (broken fences, gates, locks, etc.) to the JEA Contract Administrator in the daily Completed Work Report.

14. SECURITY

- 14.1. At each maintenance visit, due to the critical nature of these facilities, JEA requires that a high degree of security be maintained. All gates and control of building doors shall be closed and locked after entering and leaving the facility. Anyone entering an electric substation must call **Station 5 at 665-7152** requesting permission to enter. The Company must also call Station 5 prior to leaving the facility.
- 14.2. Gate keys issued by JEA and signed for by the Company shall not be duplicated.
- 14.3. At each maintenance visit, the Company must disarm security alarms using a code or I.D. badge for entrance. The Company must rearm the security alarms when their work is completed and they leave the premises. It is the Company's responsibility to ensure the system is rearmed before leaving the premises. (Badges and Codes will be issued after contract award. See 10.7 above.)
- 14.4. At each maintenance visit, the Company shall be responsible for any personal injury or equipment damage that might occur due to the failure of the Company to comply with security procedures.
- 14.5. No firearms are allowed on JEA facilities at any time or under any circumstance.
- 14.6. At each maintenance visit, the Company must ensure that all sites are left armed. Training will be provided to the Company for the proper arming and disarming of badge readers and written instructions will be provided by JEA for reference. The Company must notify security if the alarm system does not rearm when they are leaving the premises. **Company must not leave the site until the alarm is rearmed.**
- 14.7. At each maintenance visit, the Company shall be responsible for notifying JEA Security or the Contract Administrator immediately for any security breaches or suspicious personnel, vehicles, or any other activities.

15. TOOLS AND EQUIPMENT

- 15.1. Company personnel shall exercise good judgment regarding the tools used for this task.

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Any mechanical/electrical tool used shall be in accordance with proper safety procedures. The Company personnel shall avoid using mechanical/electrical tools that could cause rocks or other objects to be thrown around which could result in damage to facilities and equipment or injury.

- 15.2. The Company shall exercise extreme care when cutting grass, brush or trees that are close to or touching wires to prevent breaking or wrapping the wires together or otherwise interrupting service.
- 15.3. The Company shall furnish all the necessary equipment including hand tools and worker's equipment. This will include all necessary safety and personnel protective equipment required by the JEA Safety Department.
- 15.4. At each maintenance visit, the Company's equipment shall be subject to rejection by JEA if inappropriate or dangerous.
- 15.5. The Company's equipment shall be kept in neat appearance and in good operating condition at all times.
- 15.6. At each maintenance visit, the Company shall furnish adequate first aid supplies as part of the standard equipment of all vehicles.
- 15.7. At each maintenance visit, the Company shall have adequate equipment to perform the Commercial Landscape work for JEA projects as specified in the technical specifications.

16. MINIMUM EQUIPMENT REQUIRED FOR AWARD

Prior to award, JEA may inspect the highest evaluated Proposer(s) for confirmation of the following equipment requirements per district. Failure to pass inspection may result in loss of award.

16.1 Minimum Equipment Requirements per district

- 16.1.1. Vehicle capable of transporting workers and equipment: All vehicles must meet FDOT guidelines and all operators must have a valid driver's license.
- 16.1.2. Two (2): Lawn edger – 25 CC gasoline powered engine minimum.
- 16.1.3. Two (2): String trimmer – 25 CC gasoline powered engine minimum.
- 16.1.4. Two (2): Hedge trimmer – 28 CC gasoline powered engine minimum.
- 16.1.5. Two (2): Riding mower – 42" deck minimum and 8 HP minimum
- 16.1.6. Two (2): Blower – gasoline powered
- 16.1.7. One (1) set per truck: Dead bolt cutters which can be used for jammed locks (new locks will be supplied by JEA).

17. COMPANY QUALITY CONTROL REPRESENTATIVE

- 17.1. At the start of the contract, the Company shall provide the JEA Contract Administrator with the name and cell phone number of the Company Quality Control Representative.
- 17.2. The Quality Control Representative shall respond to all JEA complaints or inspection

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deficiencies immediately.

- 17.3. The Quality Control Representative shall immediately report corrections to all complaints and inspection deficiencies to the JEA Contract Administrator, once completed.
- 17.4. All corrections of the Company's work will be reviewed by the JEA Contract Administrator (or his/her designee).
- 17.5. The Quality Control Representative shall be responsible for the safety and security of company personnel, and ensure that all have required PPE and documentation of safety and security training while on JEA property.

18. Vendor Performance Evaluation

- 18.1. The JEA Vendor Performance Scorecard Program as mentioned in the "Solicitation Document" will be administered to hold the Company accountable for successful performance. An example of Vendor Performance Evaluation Scorecards showing various items of performance is included as "Appendix A – Vendor Performance Scorecard." One area of great importance to JEA is the Company's successful rating on JEA's random daily inspection reports.
- 18.2. Random Daily Inspections -- Defects exceeding 3% on the daily inspection reports will result in an "Unacceptable Performance" rating on the Monthly Vendor Scorecard, and a formal meeting will be held with the Company to address the defects and a performance improvement plan shall be implemented by the Company.
- 18.3. Documentation for vendor performance scoring will be by emails, correspondence and site inspections based on previous day mowing schedules as well as JEA internal and external customer complaints.
- 18.4. Note – If two consecutive Monthly Scorecards are evaluated as "Unacceptable Performance" due to daily inspection defects, JEA may terminate the Contract immediately.

**Appendix B - Minimum Qualification Form
079-16 FACILITIES LANDSCAPE MAINTENANCE**

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:

The minimum qualification below shall be applied to:

- Bidder must have successfully completed two (2) similar Commercial Landscaping contracts (as described in the Technical Specifications) within the last five (5) years ending April 30, 2016.
 - Each similar contract must be valued at \$200,000.00 per year or greater and encompass at least thirty (30) separate sites.

Please provide the reference verification information requested below pertaining to this contract.

Appendix B - Minimum Qualification Form
079-16 FACILITIES LANDSCAPE MAINTENANCE

REFERENCE 1

Reference Name _____

Reference Phone Number _____

Reference Company Name _____

Address of Work _____

Reference E-Mail Address _____

Dollar Amount per Year _____

Number of Separate Sites _____

Description of Work _____

REFERENCE 2

Reference Name _____

Reference Phone Number _____

Reference Company Name _____

Address of Work _____

Reference E-Mail Address _____

Dollar Amount per Year _____

Number of Separate Sites _____

Description of Work _____

**APPENDIX B
PROPOSAL FORM**

079-16 - FACILITIES LANDSCAPE MAINTENANCE

The Proposer shall submit one (1) original Proposal, three (3) duplicates (hardcopies), and one (1) CD. 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.

PROPOSER INFORMATION:

PROPOSER'S COMPANY NAME: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: _____

FAX: _____

EMAIL OF CONTACT: _____

WEBSITE: _____

1.2.3.1. QUOTATION OF RATES

Maximum points for this criterion: 60

Proposer shall provide pricing for the Contract by completing the enclosed "Appendix B - Proposal Form". The rates provided shall be all-inclusive and shall include all profit, taxes, benefits, travel, and all other overhead items.

Please note, the rates or lump sums quoted by Proposer on the Proposal Form must be firm prices, not estimates. ANY MODIFICATIONS, EXCEPTIONS, OR OBJECTIONS CONTAINED WITHIN THE PROPOSAL FORM SHALL SUBJECT THE PROPOSAL TO DISQUALIFICATION.

<i>Description of Services</i>	<i>Total Bid Price</i>
<i>SumTotal Districts 2D, 3A, 3B, 3C, 6ESS, 7WTR Bid Price</i>	<i><Insert Total Bid Price "SumTotal Districts 2D, 3A, 3B, 3C, 6ESS, and 7WTR Bid Price" from "Appendix B – Bid Workbook" here></i>

1.2.3.2. PROFESSIONAL EXPERIENCE, LOCATION, AND AVAILABILITY OF PROPOSER'S STAFF

Maximum points for this criterion: 20 points

Proposer shall provide one (1) resume of for the Account Manager available to work on the JEA engagement. At minimum, the resume shall present the employee's name, title, years of service with the company, applicable professional registrations, education and work experience. The Proposer shall also submit a verifiable local business address for this person, their availability and their expected average response time to JEA.

Proposer may provide this information in its own format to be attached to "Appendix B – Proposal Form".

1.2.3.3. QUALITY METRICS

Maximum points for this criterion: 20 points

Proposer shall submit a written "Quality Plan" addressing, at a minimum, the following elements for JEA:

- 1.) Coverage, Adequacy and Frequency of Inspection

- 1.1 How will Proposer determine if the specified Service Levels are being met across all sites?
- 1.2 What will be inspected?
- 1.3 Who will complete the inspections?
- 1.4 What will be the frequency of inspections?
- 1.5 What will be the coverage (Frequency of all sites receiving inspections)?

2.) Frequency and Delivery of Metric Reporting

- 2.1 What Quality Metrics will be tracked?
- 2.2 How often will reporting be provided to JEA?
- 2.3 How will the data be made available to JEA?
- 2.4 How will the reporting be delivered? Electronically or via hard copy?

3.) Follow Up Action Plan for Failed Inspections

- 3.1 Please propose a "Follow Up Action Plan" for any failed inspections.

Proposer may provide this information in its own format to be attached to "Appendix B – Proposal Form".

Proposer's Certification

By submitting this Proposal, the Proposer certifies (1) that it has read and reviewed all of the documents pertaining to this RFP and agrees to abide by the terms and conditions set forth therein, (2) that the person signing below is an authorized representative of the Proposer, and (3) that the Proposer is legally authorized to do business and maintains an active status in the State of Florida. The Proposer certifies that its recent, current, and projected workload will not interfere with the Proposer's ability to work in a professional, diligent and timely manner.

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

We have received addenda _____ through _____

Signature of Authorize Officer of Proposer or Agent

Date

Printed Name & Title

Phone Number

Contract Number:	JEA Representative/Evaluator:
PO Number: XXXXXXX	Supervisor: Ann Freudenthal
Solicitation Number: XXX-16	Contract Administrator:
CPA Number: XXXXXX	Type of Work: Facilities Landscape Maintenance
Contract Name: OPEN MARKET FACILITIES LANDSCAPE MAINTENANCE SERVICES	Evaluation Date: XX/XX/201_
Company Name: XXXXXXXXXXXX XXXX	Evaluation Start Date: XX/XX/201_
Company Contact: XXXXXX XXXXXXXX	Evaluation End Date: XX/XX/201_

Instructions: Select the box that best describes the performance of the Company for each performance measure. Not all items in a box must exactly describe the Company's performance. Rather, select the box that contains the combination of attributes most reflective of the Company's performance. A score of 3 indicates the supplier met expectations for that metric.

Use the comment sections to clarify and provide examples.

	1	2	3	4	5	Score
Regular Scheduled Landscape Services (Scheduled Tasks) Measure of how well the Company adhered to the regular work and activity schedule stated in the Contract including frequency and time of day. See Technical Specifications and Bid Workbook. Approved weather exceptions not included.	Rarely on schedule: Rarely complied with the schedule requirements stated in the Technical Specifications. The Company adhered to scheduled lawn maintenance services described in Technical Specifications less than 80% of time.	Inconsistently on schedule: Some sense of urgency and use of schedule, but little effective action. The Company adhered to scheduled lawn maintenance services described in Technical Specifications less than 90% of the time.	Usually on schedule: The Company adhered to scheduled lawn maintenance services described in Technical Specifications and Work Plan at least 90% of time and remaining tasks were completed within 2 days of schedule.	Consistently on schedule: The Company adhered to scheduled lawn maintenance services described in Technical Specifications at least 95% of time and remaining tasks were completed within 2 days of schedule.	On schedule: The Company adhered to scheduled lawn maintenance services described in Technical Specifications at least 98% of the time . Remaining tasks were completed within 1 day of schedule. Proactive in identifying and resolving schedule related issues.	
Comments:						

	1	2	3	4	5	Score
Responsiveness to Directions of Contract Administrator (or his/her designee) Measure of how well the Company responded to requests as described in the technical specifications of the contract.	Poor responsiveness: Did not respond to CA according to the Technical Specifications. The Company took more than 2 hours to respond to requests OR began task more 3 days later without Contract Administrator approval 20% or more of the time.	Fair responsiveness: Only sometimes responded according to Technical Specifications. The Company took more than 1 hour to respond to requests OR began task more than 2 days later without Contract Administrator approval 20% or more of the time.	Good responsiveness: Demonstrated sense of urgency and commitment to providing good service. The Company responded to requests within 1 hour and completed task within 2 days unless exception was approved by JEA Contract Administrator at least 90% of the time.	Very good responsiveness: Demonstrated sense of urgency and commitment to providing good service. The Company responded to requests within 1 hour and completed task within 1 day.	Excellent responsiveness: Immediately responded by phone or in person according to technical specifications and completed task same day. Proactively identified and resolved issues.	
Comments:						

	1	3	5	Score
Compliance with Regulations: Measure of Company and its employees adherence to JEA rules and regulations as well as City, State, and Federal. The Company's commitment to protect JEA property and personnel.	Poor compliance with regulations: Demonstrated little or no concern for following regulations and protection of JEA property and personnel. Unreliable in securing sites as demonstrated by 3 instances within a 30 day period of unsecured sites. Any instance of allowing unbadged access or badge sharing/tailgating at a JEA site. The Company is observed using incorrect and/or dangerous equipment. Failure to correct behavior/actions after direction by Contract Administrator.	Good compliance with regulations: Employees of the Company followed rules and regulations in performance of work. There were no instances of unsecured sites or incorrect use of equipment or badge violations. There were no complaints of dangerous behavior or actions.	Exceptional compliance with regulations: Employees of the Company followed rules and regulations in performance of work. There were no instances of unsecured sites or incorrect use of equipment or badge violations. There were no complaints of dangerous behavior or actions. Employees of the Company demonstrate a desire to follow rules and regulations in performance of work. Demonstrated intent to be flexible to JEA needs. Provided timely and useful communications including suggestions for ways to better serve JEA.	
Comments:				

	1		3		5	Score
Level of Service: Measure of how well the Company prevented complaints regarding the work as described in the Technical Specifications and responded to complaints, if they occurred.	Poor quality of service: Inferior quality of lawn maintenance or untimely response to issues. Little or no communication with the JEA Contract Administrator. Repeated complaints or one or more significant issues.		Good quality of service: Provided: <ul style="list-style-type: none"> • Quality lawn maintenance as identified in technical specifications. • Effective and timely communication with the JEA Contract Administrator (or his/her designee). • Effective and timely resolution of issues. Fewer than 3 complaints received or issues discovered during JEA inspections.		Excellent quality of service: Formalized processes for providing exceptional care of JEA's lawn and facilities. No complaints were received. Several compliments were received.	
Comments:						

	1		3		5	Score	
Contract Administration: Measure of how well the Company managed the administrative processes associated with providing the service, reports, and invoice submittals as required by the Technical of the Contract.	Poor administration: Reports and invoices were received late and/or included errors or charges for service which was not completed.		Good administration: All reports and invoices were received timely and accurately in accordance with the Technical Specifications.		Excellent administration: All reports and invoices were received timely and accurately in accordance with the Technical Specifications. All information requested is included on invoices. Aggressively found and implemented process improvements designed to improve contract and process administration. Invoices and reports were always accurate, timely and useful.		
Comments:							

	Date	Date	Date	Date	Date
Regular Scheduled Landscape Services (Scheduled Tasks)					
Responsiveness to Directions of Contract Administrator (or his/her designee)					
Compliance with Regulations					
Level of Service					
Contract Administration					
Score Average					