

**INVITATION TO NEGOTIATE (ITN)
TO ACQUIRE
ELECTRIC PLANT INDUSTRIAL CLEANING SERVICES
FOR**



JACKSONVILLE, FLORIDA

SOLICITATION NUMBER 093-16

**MANDATORY PRE-RESPONSE MEETING
IN PERSON OR BY TELECONFERENCE**

PRE-RESPONSE DATE: JULY 13, 2016

PRE-RESPONSE TIME: 9:00 AM

**PRE-RESPONSE PLACE: JEA BID OFFICE, CUSTOMER CENTER 1st FLOOR, ROOM 002
21 W. CHURCH STREET
JACKSONVILLE, FL 32202**

**DIAL IN: 1.888.714.6484
PARTICIPATION CODE: 817050**

RESPONSES DUE NO LATER THAN 12:00 P.M (EST). JULY 26, 2016

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

**QUALIFIED RESPONSES RECEIVED WILL BE OPENED AT 2:00 P.M. JULY 26, 2016
IN THE CUSTOMER CENTER BID OFFICE ROOM 002**

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SOLICITATION

1. INTENT TO NEGOTIATE

1.1. INVITATION

1.1.1. SCOPE OF WORK (ITN)

The purpose of this Invitation to Negotiate (the "ITN") is to evaluate and select up to three (3) contractors (the "Company") that can provide electrical generating plant industrial cleaning services at the best value to JEA (the "Work" or "Services"). "Best Value" means the highest overall value to JEA with regards to pricing, quality and workmanship.

The Scope of Work includes furnishing all supervision, labor, materials, tools, equipment, consumables, and subcontracts necessary for industrial cleaning services at JEA's Northside Generating Station (NGS) and St. John's River Power Park (SJRPP) electric generating facilities. Services shall include, but not be limited to, the following:

- Wet & Dry Vacuuming Services
- Hydroblasting & Ultra High Pressure (UHP) Cleaning Services
- Chemical Cleaning Services
- High Volume Pump Services
- Fugitive Dust Control Services

JEA intends to award up to a five (5) year contract with a one (1) year renewal. Price adjustments will be in accordance with the price adjustment clause.

A more detailed description of the Work is provided in the Technical Specifications included as Appendix A to this ITN.

1.1.2. BACKGROUND

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

1.1.3. INVITATION TO NEGOTIATE

You are invited to submit a Response to the Invitation To Negotiate noted below:

JEA ITN Title: ELECTRIC PLANT INDUSTRIAL CLEANING SERVICES

JEA ITN Number: 093-16

A complete copy of this ITN and any applicable documents can be downloaded from jea.com.

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

Response Due Date: July 26, 2016

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

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

The Respondent shall be solely responsible for delivery of its Response to the JEA Bid Office. Please note, JEA employs a third party courier service to deliver its mail from the local U.S. Post Office (USPS) which could cause a delay of Response delivery if mailed through the USPS. Therefore, JEA recommends hand delivery to the JEA Bid Office. Reliance upon the USPS, the courier service employed by JEA, or public carriers is at the Respondent's risk. Responses are due by the time and on the date listed above.

ALL LATE RESPONSES FOR WHATEVER REASON WILL BE RETURNED UNOPENED.

1.1.4. QUESTIONS (ITN)

All Questions must be submitted in writing to the **JE A 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 Questions:

Buyer: Rodney Lovgren
E-mail: lovgrd@jea.com

Technical Questions:

Contact: Larry Guevarra
E-mail: Guevl@jea.com

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

There will be a mandatory Pre-Response meeting. All interested parties must attend or call into the Pre-Response meeting. Each Respondent will be required to sign in at the beginning of the meeting. A Respondent shall only sign in representing one (1) company, unless otherwise specified by JEA. A roll call will begin for the teleconference attendees immediately at the beginning of the meeting. Respondents not attending the Pre-Response meeting shall have their Responses rejected, and returned unopened.

Respondents shall be on time to the Pre-Response meeting and Respondents must be present at the starting time of the meeting. Respondents not arriving or answering the roll call on time for the meeting will have their Responses rejected, and returned unopened.

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

PRE-RESPONSE MEETING TIME: 9:00 a.m.

PRE-RESPONSE MEETING DATE: July 13, 2016

DIAL IN: 1.888.714.6484

PASSCODE: 817050

PRE-RESPONSE MEETING LOCATION: JEA CUSTOMER CENTER, BID OFFICE, 1ST FLOOR, ROOM 002, 21 WEST CHURCH STREET, JACKSONVILLE, FL 32202.

1.1.6. OPENING OF RESPONSES

All Responses received shall be publicly announced and recorded at 2:00 PM on July 26, 2016, in the JEA Bid Office, 21 West Church Street, Customer Center, 1st Floor, Room 002, Jacksonville, FL 32202. At the opening of the Responses, a JEA representative will publicly open each Response that was received prior to the due date and time, except for those Responses that have been properly withdrawn. JEA has the right to waive any irregularities or informalities in the Responses.

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS

Respondent shall meet the following Minimum Qualifications to be considered eligible to submit a Response to this ITN. A Respondent not meeting all of the following criteria will have their Response rejected:

- The Respondent shall have successfully completed two (2) similar service contracts in the United States in the past five (5) years date ending May 31, 2016.
 - A similar service contract is defined as industrial cleaning services in an industrial plant environment totaling \$200,000.00 or more for any one (1) year period, for each contract. The service contracts submitted must be from different customers.

A Minimum Qualification Form, which is required to be submitted with the Response Form, is provided in Appendix B of this ITN.

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

1.2.2. NUMBER OF CONTRACTS TO BE AWARDED

JEA intends to Award up to three (3) Contract(s) for the Work. Each Awardee will be a back-up to the other Awardee to support balancing work loads. JEA may exclude certain Work items, if JEA determines that it is in its best interest to do so. Additionally, JEA may elect Award Option A of the Technical Specification to one (1) of the responsible, responsive, Respondents should JEA choose to execute.

1.2.3. SUBCONTRACTORS

The Respondent shall list the names of all Subcontractors and sub-suppliers that it plans to utilize for the performance of the Work. All subcontracts shall be listed on the Subcontractors Form which is available for download at jea.com. Failure to submit this form with the Response shall result in rejection of the Response. The Respondent shall not use sub-contractors and sub-suppliers/shop fabricators other than those shown on the Subcontractor form unless it shows good cause and obtains JEA Representative's prior written consent. In cases where the Subcontractor or sub-supplier is a JSEB firm, the City of Jacksonville Ombudsman will review the substitution request, and make a written recommendation prior to the JEA Representative's written consent.

1.2.4. REQUIRED FORMS TO BE SUBMITTED WITH RESPONSE

The following forms must be completed and submitted to JEA at the timeframes stated below. The Respondent can obtain the required forms, other than the Minimum Qualification Form, Response Form and Response Workbook, by downloading them from JEA.com.

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

- o Minimum Qualifications Form- This form can be found in Appendix B of this ITN
- o Company Response – Free form.
- o Response Form- This can be found in Appendix B of this ITN
- o Response Workbook - This can be found in Appendix B of this ITN (Required to complete multiple tabs)
- o List of JSEB Certified Firms (if any)
- o List of subcontractors/Shop Fabricators (if any)

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

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

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

1.3. EVALUATION METHODOLOGY

1.3.1. EVALUATION AND NEGOTIATION PROCESS

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

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

JEA reserves the right to Award a Contract based on the Selection Committee's initial evaluation of the Responses if JEA deems the Responses demonstrate adequate competition, compliance, and responsiveness to this ITN. If JEA

determines the previously stated criteria have not been met, JEA will finalize the Short-list and proceed with contract negotiations.

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

Once a Short-list is developed, the CPO, or his designee, will appoint a negotiating team (the "Negotiating Team"). The Negotiation Team may be comprised of the same individuals as were members of the Selection Committee. JEA reserves the right to negotiate concurrently or separately with the Short-list Respondents. JEA reserves the right to seek clarifications, to request Response revisions, and to request any additional information deemed necessary for proper evaluation of the Responses. JEA reserves the right to incorporate value added services or industry standard innovations recommended by a Respondent into the Contract's scope of work.

A Respondent that is included on the Short-list may be required, at the sole option of JEA, to make an oral presentation, provide additional written clarifications to its Response, or JEA may require site visits to Respondent's facilities. Oral presentations, hand-outs, and written clarifications will be attached to the Respondent's Response and will become a part of the Response as if originally submitted. The CPO or his designee will initiate and schedule a time and location for any presentations which may be required.

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

After written clarifications, oral presentations, site visits, and any other negotiations deemed by JEA to be in its best interest, the Short-list Respondents will be given a deadline to submit their best and final offer (the "Best and Final Offer" or "BAFO"). The negotiation process will stop upon submission of the BAFO. Respondents will not be allowed to make further adjustments to their BAFO or communicate further with JEA, except to respond to requests for clarification from the Negotiating Team.

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

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

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

In its sole discretion, JEA reserves the right to withdraw this ITN either before or after receiving Responses, to reject any and all Responses either in whole or in part, with or without cause, or to waive any ITN requirement informalities, minor irregularities, and deficiencies in any Response, and to determine such action is in the best

interest of JEA. Issuance of this ITN in no way constitutes a commitment by JEA to make an Award or enter into a Contract.

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

ITN Schedule of Events

ITN Step	Expected Lead time (Duration)
Issue Solicitation	JULY 1, 2016
Pre-Response meeting	JULY 13, 9:00 AM
Response Due Date	JULY 26, 2016
Rank Responses / Develop Short List	1 Day
Announce - Short-list provide current ranking	2 business day
Clarifications / Negotiation phase – if required	5 business days
Issue to Short-list a list of observations and concerns to address in the best and final submission – if required	1 business days
Short-listed Respondents prepare and submits Best and Final Offer	5 business days
Receive Best and Final Offers	1 day
Evaluate and determine final ranking	1 day

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

1.4. SELECTION CRITERIA

1.4.1. QUOTATION OF RATES

Maximum score for criterion is: 50 points

Respondent shall provide time and materials rates for all Work described in this ITN by completing the enclosed Response Workbook. Rates, unit prices and mark-ups where applicable shall include all profit, taxes, benefits, travel, and all other overhead items.

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

1.4.2. FINANCIAL RESPONSIBILITY

Maximum score for criterion is: 4 points

JEA will assess the financial status of the firm and its ability to devote the necessary financial resources to the project. Qualities and indicators that will receive consideration generally include the capitalization of the firm; the impact of any recent or foreseen mergers or acquisitions; the history of the firm, the corporate structure, and the number of years the firm has been in business; the bond, credit, or industry rating as they relate to financial strength and performance; and any unique risks associated with the firm or industry that would potentially threaten its continued existence as a going concern.

At minimum, the Respondent shall provide the following information:

- o Form of business (i.e., proprietorship, partnership, corporation);
- o Years in business;

- o Changes in ownership;
- o Bank reference; and
- o Revenues of the Proposing Company in the last two (2) years.

1.4.3. PAST PERFORMANCE/COMPANY EXPERIENCE

Maximum score for this criterion: 15 points

Respondent shall submit reference information for three (3) similar service contracts in the past five (5) years ending May 31, 2016. A similar service contract is defined as industrial cleaning services contract valued at \$200,000.00 or greater for any one (1) year period for each contract, in an industrial plant environment.

If the Respondent has performed work for JEA in the past three (3) years, then one (1) of the references submitted shall be a JEA reference. In addition, no two (2) references shall be from the same company. The Respondent may use the same references submitted for to satisfy the Minimum Qualifications requirements stated above.

The reference information must be specific to work your company has done in the past and must contain the following:

- Customer Name
- Customer Location
- Type of Business
- Summary of services and type of work environment
- Customer Contact Information (include name, current phone number(s), email, and best times to call)
- Contract Dates (start, stop, duration, etc.)
- Total Contract Value

Provide a detailed description of the scope of services performed by your company, including highlighting any emergency response activities, cost avoidance measures, corrective safety measures, etc.

The JEA lead evaluator (the “Lead Evaluator”) will communicate with the submitted references with a list of scripted questions and will document responses. The Lead Evaluator will then score the responses from the references and provide point totals for each reference to be used by all other JEA evaluators.

1.4.4. ABILITY TO PLAN TO MEET THE PROJECT REQUIREMENTS / QUALITY OF SERVICES OFFERED

Maximum score for this criterion: 15 points

- Depth and Breadth of Relevant Service Competencies: Discuss the overall depth, breadth, and quality of your services and their applicability to the utility industry and the scope of work described in this ITN. Special attention should be paid to discussing any special or unique products and services that you offer which may contribute to enhanced performance. Include any staffing and equipment resources and constraints for your local office related to supplying labor and equipment for outage shutdowns and how those limitations will be overcome. Maximum of five (5) pages in length.
- Cost Containment: Discuss how your unique competencies (equipment, knowledge, training, work methodologies, etc.) contribute to your ability to perform the services in an cost effective and efficient manner. Maximum of two (2) pages in length.

- **Budgets and Schedules:** Discuss your ability to accurately assess all job cost components that may comprise future services. Discuss your ability to meet customer project timetables, especially in an outage shutdown scenario. Maximum of two (2) pages in length.

1.4.5. SAFETY

Maximum score for this criterion: 10 points

Respondent shall submit documented proof of their OSHA Recordable Incident Rate (RIR) and their Experience Modification Rate (EMR) for the past three years (2013, 2014, & 2015). The average of these rates will be used to determine the number of points that each Respondent will receive in this category.

1.4.6. PROXIMITY TO JEA (EQUIPMENT DEPLOYMENT LOCATION)

Maximum score for this criterion: 6 points

On the Response Form, the Respondent shall provide the location (address) of the closest manpower & equipment deployment field office, where the services for this contract will be deployed. This office shall have been in operation for at least twelve (12) months prior to the Response Due Date. Additionally, the submitted work location shall be the primary deployment location site trades and project manager personnel in order to receive points. JEA will award points on the basis of proximity of qualifying office locations. If no field office exists, the Respondent shall use the company corporate office location. Companies not providing an office location will not receive any additional points for this category.

1.4.7. TIE

In the event a tie of the evaluation scores, JEA will resolve the tie in accordance with the JEA Procurement Code.

1.5. GENERAL INSTRUCTIONS

1.5.1. SUBMITTING THE RESPONSE

The Respondent shall submit one (1) original Response, three (3) duplicates (hardcopies) and one (1) CD or flash drive. For the submitted electronic copy, the Respondent shall provide a tracked changes version of any terms and conditions comments and an excel version of the quotation of rates workbook. Combed binders are preferred. If there is a discrepancy between the electronic and the hard copy, the hard copy will prevail. JEA will not accept Responses transmitted via email. **IF RESPONDENT IS INTERESTED IN RECEIVING A RESPONSE FORM IN A WORD FORMAT, PLEASE EMAIL LOVGRD@JEA.COM WITH THE REQUEST. REQUESTS MUST BE MADE NO LATER THAN FIVE (5) BUSINESS DAYS BEFORE RESPONSE OPENING.**

1.5.2. ALTERNATE PROVISIONS AND CONDITIONS

Responses that contain provisions that are contrary to requirements found on this ITN, including, but not limited to, the Contract terms and conditions contained in Section 2 of this ITN, and any requirements found in the Technical Specifications attached as Appendix A to this ITN, are not permitted. If a Respondent has any questions or requests for changes to the requirements or terms and conditions of this ITN, such questions and requests shall be in writing and received by JEA at least five (5) business days prior to the date set by JEA for the opening of the Responses. Including alternate provisions and conditions in a Response may result in the Response being deemed non-responsive to this ITN and disqualification of the Response (even if the highest evaluated). However, as this is an ITN, JEA reserves the right to negotiate the best terms and conditions if determined to be in the best interests of JEA.

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

1.5.3. ADDENDA

JEA may issue Addenda prior to the opening of Responses to change or clarify the intent of this Invitation to Negotiate (ITN). The Respondent shall be responsible for ensuring it has received all Addenda prior to submitting its Response and shall acknowledge receipt of all Addenda by completing the Confirmation of Receipt of ITN Addenda. JEA will post Addenda when issued online at JEA.com. Companies must obtain Addenda from the JEA.com website. All Addenda will become part of the ITN and any resulting Contract Documents. It is the responsibility of each Respondent to ensure it has received and incorporated all Addenda into its Response. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Response at JEA's sole discretion.

1.5.4. SAFETY QUALIFICATION REQUIREMENT

Respondent shall be approved as JEA Safety Qualified within ten (10) business days of receiving written notice from the JEA Response Office that it is the highest ranked Respondents. If the Respondents fails to obtain JEA approval as a JEA Safety Qualified company by 4:00 p.m. Eastern Time on the 10th business day, JEA will reject the company's Response, and proceed to Award to the next highest ranked Respondent.

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

1.5.5. CONTRACT EXECUTION AND START OF WORK

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

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

1.5.6. DEFINED TERMS

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

1.5.7. EX PARTE COMMUNICATION

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

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

1.5.8. AVAILABILITY OF BIDS AFTER BID OPENING

In accordance with the Florida Public Records Law, Florida Statutes, Chapter 119, copies of all Bids are available for public inspection thirty (30) days after the opening of Bids or on the date of Award announcement, whichever is earlier. Respondents may review opened Bids 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 the Bid results immediately after the Bid opening.

1.5.9. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY-RFQ

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

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

1.5.10. 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 Invitation to Negotiate, or who developed a program for future implementation shall not be eligible to contract with JEA for any other contracts dealing with that specific subject matter.

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

1.5.11. ESTIMATED QUANTITIES

On the Bid Document, JEA sets forth anticipated quantities, or estimates of anticipated purchase volumes by JEA. JEA anticipates that these quantities are reasonable and will not be exceeded. During the Bid process, if the Respondent finds any discrepancy greater than ten percent (10%) of the estimated quantity, the Respondent shall notify the JEA Representative in writing of the discrepancy. JEA will check the estimated quantity and if it is found to exceed ten percent (10%) of the estimated quantity, JEA will issue an Addendum to all Respondents.

After Award of the Contract, JEA will make payments upon the actual quantities of Work provided and JEA shall not be obligated, in any way, to pay any amounts for quantities other than those actually provided and authorized under this Contract, regardless of amount stated in the Solicitation. In the event that quantities or scope of work change after Award, the changes to price and/or scope shall be made in accordance with the terms and conditions stated in the Contract Document.

Any item not shown on the Response Document, but shown in the drawings or Technical Specifications section, that is required to perform the Work, or that is required as part of a complete and operable system, shall be included in the Response Price.

1.5.12. ETHICS

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

The Respondent shall submit only one (1) Response in response to this Solicitation. If JEA has reasonable cause to believe the Respondent has submitted more than one (1) Response for the same Work, other than as a Subcontractor or subsupplier, JEA shall disqualify the Bid and may pursue debarment actions.

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

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

In accordance with Florida Statutes Sec. 287.133, JEA shall reject Responses from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendor list maintained by the Florida Department of Management Services. JEA shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Respondent 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 Respondent violates any requirement of this clause, the Response may be rejected and JEA may debar offending companies and persons.

1.5.13. JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

1.5.14. MATHEMATICAL ERRORS

In the event of a mathematical error in calculation of the prices entered on the Response, the Unit Prices will prevail. The corrected Response 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.

1.5.15. MODIFICATION OR WITHDRAWAL OF RESPONSES

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

1.5.16. PROHIBITION AGAINST CONTINGENT FEES

The Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Respondent, or an independent sales representative under contract to the Respondent, to solicit or secure a contract with JEA, and that it has not paid or agreed to pay any person, company, corporation, individual or Respondent, other than a bona fide employee working solely for the Respondent, or an independent sale representative under contract to the Respondent, 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.

1.5.17. PROTEST OF ITN AND AWARD PROCESS

Respondents shall file any protests regarding this ITN in writing, in accordance with the JEA Purchasing Code, as amended. Copies of the JEA Purchasing Code are available online at www.jea.com.

1.5.18. RESERVATION OF RIGHTS TO JEA

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

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

JEA reserves the right to reject any or all Responses, or any part thereof, and/or to waive informalities if such action is in its best interest. JEA may reject any Responses that it deems incomplete, obscure or irregular including, but not limited to, Responses that omit a price on any one or more items for which prices are required, Responses that omit Unit Prices if Unit Prices are required, Responses for which JEA determines that the Response is unbalanced, Responses that offer equal items when the option to do so has not been stated, Responses that fail to include a Bid Bond, where one is required, and Responses from Companies who have previously failed to satisfactorily complete JEA contracts of any nature or who have been scored by JEA as "Unacceptable" and as a result, are temporarily barred from bidding additional work.

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

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

1.5.19. SUNSHINE LAW

General

Article I, Section 24, Florida Constitution, guarantees every person access to all public records and Chapter 119, Florida Statutes, provides 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 ITN are public record and available for public inspection unless specifically exempt by law.

Redacted Submissions

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Public Records Request Coordinator
21 West Church Street, T-8
Jacksonville, FL 32202
Ph: 904-665-8606
publicrecords@jea.com**

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

1.6.1. OPTIONAL USE OF JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM

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

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

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

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

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

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

2. CONTRACT TERMS AND CONDITIONS

2.1. CONTRACT TERMS AND CONDITIONS

2.2. DEFINITIONS

2.2.1. DEFINITIONS

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

2.2.2. ACCEPTANCE

JEA's written notice by the Contract Administrator to the Company that all Work as specified in the Contract, or a portion of the Work as specified in a Task or Work Order, has been completed to JEA's satisfaction. Approval or recognition of the Company meeting a Milestone or interim step does not constitute Acceptance of that portion of Work. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

2.2.3. 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.

2.2.4. AWARD

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

2.2.5. CONTRACT

An agreement between JEA and the Respondent, 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 Respondent, or a JEA issued Change Order.

2.2.6. 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.

2.2.7. CONTRACT AMENDMENT

A written document signed by JEA and the Company issued after the execution of the original Contract which authorizes an addition, deletion or revision of the Scope of Work, or an adjustment in the Contract Price or the Term of the Contract. Contract Amendments do not authorize expenditures greater than the monies encumbered by JEA,

which is stated on the associated Purchase Order(s). An executed Contract Amendment resolves all issues related to the Contract Price and the Term of the Contract.

2.2.8. 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.

2.2.9. CONTRACT TIME

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

2.2.10. 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.

2.2.11. 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.

2.2.12. INVITATION TO NEGOTIATE

The document (which may be electronic) issued by the JEA Procurement Department to solicit Responses from companies that includes, but is not limited to, the Minimum Qualifications Form, samples of contract documents and addenda. Also referred to as "Solicitation".

2.2.13. INVOICE

A document seeking payment to Respondent 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 Respondent'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.

2.2.14. 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.

2.2.15. 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.

2.2.16. OVERTIME

Work approved in writing by the Contract Administrator that is required to be performed beyond an employee's scheduled workday or work week, including Work performed on Holidays.

2.2.17. PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER

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

2.2.18. PERFORMANCE - TOP PERFORMANCE/PERFORMER

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

2.2.19. 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.

2.2.20. PURCHASE ORDER (PO)

A commercial document issued by JEA, authorizing work, indicating types, quantities, and agreed prices for products or services the Company will provide to JEA. Sending a PO to a Company constitutes a legal offer to buy products or services. The words "Purchase Order" are clearly marked across the top, a PO number is used for reference and invoicing purposes, includes an authorized JEA signature, and states the dollar amount of the lawfully appropriated funds.

2.2.21. RESPONSE

The document describing the Company's offer submitted in response to this ITN.

2.2.22. RESPONDENT

The respondent to this Solicitation.

2.2.23. SUBCONTRACTOR

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

2.2.24. SOLICITATION

The documents (which may be electronic) issued by JEA's Procurement Department to solicit Bids from Respondents that includes, but is not limited to, the Bid Documents, Bid Workbook, samples of documents, contractual terms and conditions, the Technical Specifications, and associated Addenda.

2.2.25. TASK ORDER

A document that describes the Work or describes a series of tasks that the Company will perform in accordance with the Contract Documents. A Task Order may be issued as an attachment to a Purchase Order, but the Task Order is neither a Purchase Order, nor a Notice to Proceed.

2.2.26. TERM

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

2.2.27. UNIT PRICES

The Respondent's charges to JEA for the performance of each respective unit of Work as defined on the Bid Documents, Bid Workbook, Bid Form or in the Contract Documents.

2.2.28. WORK OR SCOPE OF SERVICES

Work includes as defined in the Contract Documents all actions, products, documentation, electronic programs, reports, testing, transport, administration, management, services, materials, tools, equipment, 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.

2.3. CONTRACT DOCUMENTS

2.3.1. 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 Bid 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 Documents
- o Contract Amendments
- o Exhibits to Contract Documents
- o Addenda to JEA ITN
- o Drawings associated with this ITN
- o Exhibits and Attachments to this ITN
- o Technical Specifications associated with this ITN
- o Response Documents
- o References

The figure dimensions on drawings shall govern over scale dimensions. Contract and detailed drawings shall govern over general drawings. 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.

2.4. PRICE AND PAYMENTS

2.4.1. PAYMENT METHOD – TIME & MATERIALS

JEA shall pay the Company in monthly installments for the Work rendered during the preceding month. The Company shall invoice JEA in accordance with the rates stated on the Response Workbook. The Company's rates/Unit Prices stated on the Response Workbook shall include all profit, taxes, benefits, travel, and all other overhead items.

JEA reserves the right to reject any invoice, or portion of an invoice, if it is not in accordance with the Contract.

2.4.2. COST SAVING 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 Respondent. 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 Respondent.

2.4.3. PRICE ADJUSTMENT – ANNUAL (LABOR RATES AND FUEL PRICE ADJUSTMENT ONLY)

The Labor Rates on the Response Rates Workbook and the equipment rates with fuel price adjustment will be the only rates that are allowed price adjustment, all other rates shall remain fixed for the duration of the contract.

Contract prices for the Work (with the exception of fuel price adjustment) will remain fixed through the first year of the Contract. Thereafter, the Company may request a Price Adjustment, based on the methodology provided in this Section annually. Each request for a Price Adjustment must be made within thirty (30) days after the completion of each year from the Contract Anniversary Date. If Company fails to submit a timely Price Adjustment Cost request, the Company may be denied the adjustment for the upcoming Contract year.

When a timely price adjustment request is received, JEA will recognize the price adjustment within thirty (30) days after the Anniversary Date. No retroactive price adjustments will be allowed. For purposes of determining price adjustment the base date and index will be the index amount published on the same week as the contract execution.

The index will be the published Consumer Price Index for All Urban Consumers series ID: CUUR0000SA0 on the month prior to the Contract Anniversary Date.

100% of the Labor rate is subject to price adjustment as identified above on an annual basis.

For Equipment that is subject to Price Adjustment only the percentage of the unit price associated with fuel consumption will be allowed a price adjustment the remaining percentage shall remain fixed.

The index for the Fuel Adjustment portion of the unit price will be the weekly published Lower Atlantic (PADD1C) price per gallon on U.S. Energy Information Administration website. The amount of the unit price from the Response Rates Workbook that will be subject to price adjustment will be the calculated percentage of the fuel price based on the Respondents fuel consumption per hour to the total unit price. A link is provided to the USEIA website. Fuel price adjustment increases (or decreases) will be considered when the cost of ultra-low sulfur diesel (ULSD) fuel changes substantially. A substantial change is defined as a fifteen percent (15%) or more increase in fuel costs over a three (3) month period. The Base date for fuel price adjustment shall be the first published weekly index price of the quarter in which the contract is executed. Fuel price adjustments shall be at a minimum quarterly; no monthly or weekly fuel price adjustment requests are allowed.

[http://www.eia.gov/petroleum/gasdiesel/
Lower Atlantic \(PADD1C\)](http://www.eia.gov/petroleum/gasdiesel/Lower Atlantic (PADD1C))

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

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

The following example is provided for the Respondents consideration for items using fuel per the Response Rates Workbook.

Unit Price for Vacuum Truck: \$300.00, fuel consumption / Respondent provides that the vac. Truck uses 20 gallons of fuel per hour / Supplier Fuel Bid Surcharge per hour / gallon rate \$3.00 / hour / gallon. Fuel prices must change greater than 15% in a quarter, or longer period of time to request a fuel price adjustment.

If the Contract executed on 9 May, 2016 and the PADD1C for the start of the quarter when the contract was executed was: 2.00 and one quarter later the PADD1C was 2.10 and then two quarters after contract execution the PADD1C was 2.60 the calculation would be as follows:

- 1.) First quarter – no price adjustment .1/2.00 less than 15%
- 2.) Second quarter - Fuel price change = $.6/2.00 = 30\%$ change, price adjustment applies in the following methodology.

20 gallons X \$3.00 hour / gallon (from Bid form) = \$60.00 gallon / hour is subject to fuel price adjustment.

$$\$60 \times (1 + (2.60 - 2.00) / 2.00) = \$78.00 / \text{gallon} / \text{hour}$$

New Unit Price (hourly rate) for the Vacuum truck operation for the Next Quarter is:
\$318.00 / hour.

2.4.4. 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.

2.4.5. INVOICING AND PAYMENT TERMS (JEA - 16077)

Within sixty (60) days from completion of the Work, the Company shall submit all Invoices or Applications for Payment in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to the following address:

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

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.

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 Respondent, the Company shall refund the excess amount to JEA within ten (10) days of determination or written notice.

2.4.6. 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.

2.4.7. PAYMENT OF OVERTIME

Any Overtime required for Company to complete the Work within the Contract Time shall be at the sole cost and expense of Company. However, if JEA requires the Company to perform Overtime Work in order to complete the Work prior to the Contract Time, the Company shall bill JEA for the Overtime such that only the actual costs incurred by the Company relating to the payment of Overtime premiums, in accordance with its labor policies and applicable laws. Such actual costs include Overtime wage premium, and additional taxes and insurance directly associated with the Overtime wage premium. The Company agrees that it will not charge for personnel paid a salary, or other form of compensation such that the Company incurs no direct costs as a result of the Overtime.

The Company shall total the direct Overtime charges, and add the agreed upon overhead rate, but in no case, shall such overhead rate exceed ten percent (10%) of the total overtime costs.

Overtime may only be charged to JEA if the Company was directed in writing by the Contract Administrator to incur the Overtime. Such authorization for Overtime shall be accompanied by a Change Order.

2.4.8. OFFSETS

In case the Company is in violation of any requirement of the Contract, JEA may withhold payments that may be due the Respondent, 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.

2.4.9. 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.

2.5. WARRANTIES AND REPRESENTATIONS

2.5.1. WARRANTY

The Company unconditionally warrants to JEA for a period of not less than 120 days from the date of JEA Acceptance, that all Work furnished under the Contract, including but not limited to, materials, equipment, goods, workmanship, labor, services, and intellectual property, including derivative works shall be:

- Performed in a safe, professional and workman-like manner; and
- Free from Defects in design, material, and workmanship; and
- Fit for the use and purpose specified or referred to in the Contract; and
- Suitable for any other use or purpose as represented in writing by the Company; and
- In conformance with the Contract Documents; and
- Merchantable, new and of first-class quality.
- Conform to all applicable standards and regulations promulgated by federal, state, local laws and regulations, standards boards, organizations of the Department of State, and adopted industry association standards.

Labor/Services:

At JEA's option, if the Company performs labor/services that fail to conform to the above mentioned warranties, JEA may correct the Defect at the Company's expense if the Company fails to make the appropriate corrections within a reasonable time upon notice by JEA, or JEA may return the Work at the Company's expense and terminate the Contract.

Materials, Supplies or Goods:

At JEA's option, if the Company provides materials, supplies, or goods that fail to conform to the above mentioned warranties, JEA may correct the Defect at the Company's expense if the Company fails to make the appropriate corrections within a reasonable time upon notice by JEA, or JEA may return the Work for correction or replacement at the Company's expense, or JEA may return the Work at the Company's expense and terminate the Contract.

If, within the warranty period, JEA determines that any of the materials, supplies or goods are defective or exhibit signs of excess deterioration, the Company, at its own expense, shall repair, adjust, or replace the defective Work to the complete satisfaction of JEA. The Company shall pay all costs of removal, transportation, reinstallation, repair, and all other associated costs incurred in connection with correcting such Defects in the Work. The Company shall correct any Defects only at times designated by JEA. The Company shall extend the warranty period an additional 120 days for any portion of the Work that has undergone warranty repair or replacement, but in no case shall the maximum warranty be extended beyond 240 days.

If Work includes items covered under a manufacturer's or Subcontractor's warranty that exceeds the requirements stated herein, Company shall transfer such warranty to JEA. Such warranties, do not in any way limit the warranty provided by the Company to JEA.

JEA may repair or replace any defective Work at the Company's expense when the Company fails to correct the Defect within a reasonable time of receiving written notification of the Defect by JEA, when the Company is unable to respond in an emergency situation, or when necessary to prevent JEA from substantial financial loss. Where JEA makes repairs or replaces defective Work, JEA will issue the Company a written accounting and invoice of all such work to correct Defects.

The Company's warranty excludes remedy for damage or Defect caused by abuse, improper or insufficient maintenance, improper operation, or wear and tear under normal usage.

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, including Pollution Liability; 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, including Pollution 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. Company's Commercial General Liability and Excess or Umbrella Liability insurance policies shall include Pollution Liability coverage for sudden and accidental occurrence, including clean-up expenses. 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 (FPL) as an additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA 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 Respondents 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 & 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 the 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. ENVIRONMENTAL INDEMNIFICATION

The Company shall hold harmless and indemnify JEA and Florida Power and Light (FPL), including without limitation, its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns (the "Indemnified Parties") and will reimburse the Indemnified Parties from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or in connection with (a) the Company's, including, but not limited to, its agents, affiliates or assigns ("Parties"), actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Company's or other Parties' activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Contract by the Company or any Party at any time on or after the effective date of the Contract, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Company or any Party. JEA and FPL will be entitled to control any remedial action, any proceeding relating to an environmental claim. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Contract or otherwise. This section relating to indemnification shall survive the Term of this Contract, and any holdover and/or Contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Contract.

2.6.4. 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 OF CONTRACT – DEFINED DATES

This Contract shall commence on the effective date of the Contract, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for five (5) years, 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 Contract for an additional one (1) year period.

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. WORK SCHEDULES

If no schedule is provided in the Technical Specification, 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.

2.9. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

2.9.1. PUBLIC RECORDS LAWS

Access to Public Records

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

Redacted copies of Confidential Information

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

Request for Redacted Information

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

Indemnification for Redacted Information

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

Public Records Clause for Service Contracts

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

- 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.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**JEA
Attn: Public Records
21 West Church Street
Jacksonville, Florida 32202
Ph: 904-665-8606
publicrecords@jea.com**

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. LABOR

2.10.1. 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.

2.10.2. 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.

2.10.3. 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 Responses; and (iii) approving and/or issuing award recommendations for JEA Awards Committee approval. The contract of any person or business entity who hires or contracts for services with any officer or employee prohibited from entering into said relationship shall be voidable at the pleasure of JEA. This prohibition shall not apply to any former officer or employee after two years from cessation from JEA employment.

2.10.4. 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.

2.10.5. 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.

2.11. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

2.11.1. 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.

2.11.2. 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.

2.11.3. 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.

2.11.4. 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.

2.11.5. 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.

2.11.6. 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.

2.12. VENDOR PERFORMANCE EVALUATION

2.12.1. VENDOR PERFORMANCE EVALUATION

Use of Vendor Performance Evaluation Scorecards

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

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

2.13. JEA RESPONSIBILITIES

2.13.1. 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.

2.13.2. 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.

2.13.3. CHANGE IN THE WORK (JEA-16-028)

To request or claim any change in the Work including, but not limited to change in scope, quantities, pricing, or schedules, the Company shall submit a letter to the JEA Representative stating such request or claim. JEA shall have the right to approve or disapprove any request or claim for change as it deems necessary and in its best interests consistent with the other Contract requirements. Whether requested by the Company, claimed by the Company, or contemplated by JEA, no change shall be authorized unless made through a formal written amendment to this Contract, revised Purchase Order, or Work Order signed by the JEA Representative.

In the event of an emergency endangering life or property where it is appropriate for the Company to take action, the Company shall undertake such actions to preserve life and property. JEA and the Company will determine after the emergency is concluded, the extent of out-of-scope work performed by Company, and the JEA Representative will amend the Contract Documents for such work, if any and as necessary.

All requests for changes filed by the Company shall be in writing delivered to the JEA Representative within ten (10) working days of when the event that prompted the claim was discovered or should have been discovered. Upon receipt of the Company's claim notification, the JEA Representative will provide written direction as to the

procedures that will be used to address the request. The Company's request shall be sufficiently detailed including itemized costs, condition and work descriptions and other information necessary to evaluate the merits of the claim. The JEA Representative may reject requests providing insufficient supporting information. Any change in the Contract resulting from the request will be incorporated into the Contract Documents. Where JEA and the Company are unable to reach a mutually acceptable resolution of a request, JEA's determination will be final.

Where necessary, JEA will determine the value of the change or Work using one of the following methods:

- Where the work is covered by established Unit Prices contained in the Contract, the Unit Price will be applied to the quantity of work;
- By mutual acceptance of lump sum price;
- By actual cost and a mutually acceptable fixed amount for overhead and profit, or

Where Bid Price was based on estimates quantities, prior to making final payment, JEA will determine actual quantities using sampling, surveying and other industry recognized means and amend the Contract Documents adjusting the price to reflect actual volumes.

The Company shall immediately notify the JEA Representative in writing of any unauthorized change in the scope of the Work or significant change in the quantities of the Work that may increase the Contract Price, require an extension of Work schedule, or negatively impact permitting or other regulatory requirements.

The Work schedule may be changed only by an amendment to the Contract Documents. The Company's request or claim for a Work schedule adjustment shall be in writing delivered to the JEA Representative within five (5) working days following the discovery of the event that prompted the claim or when the event should have been discovered. Where accepted by JEA, changes to Work schedule will only adjust for critical path impacts. Failure to include the necessary critical path analysis with request shall be grounds for rejecting the claim. The path of critical events mentioned herein means the series of interdependent Work events that must be sequentially performed and that require a longer total time to perform than any other such series. Upon receipt of the Company's request for a change in the Work schedule, the JEA Representative will provide any additional directions in writing detailing the procedures that will be used to resolve the request, including provision of time impact or manpower and equipment loading schedules. Where JEA and the Company are unable to reach a mutually acceptable resolution of request, JEA will make a commercially reasonable determination, made in accordance with JEA's Procurement Code, which shall be final.

2.13.4. CHANGES IN THE WORK

Changes in the Work, including changes to scope, quantities, price, schedule or completion date, may be authorized through Supplemental Work Authorizations or through a Change Order.

2.13.5. 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.

2.14. MISCELLANEOUS PROVISIONS

2.14.1. 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.

2.14.2. 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.

2.14.3. 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.

2.14.4. 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.

2.14.5. DELAYS

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall be extended for a period of equal to any time lost due to such prevention or delay.

2.14.6. ENTIRE AGREEMENT

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

2.14.7. EXPANDED DEFINITIONS

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

2.14.8. HEADINGS

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

2.14.9. INDEPENDENT CONTRACTOR

Company is performing this Contract as an independent contractor and nothing in this Contract will be deemed to constitute a partnership, joint venture, agency, or fiduciary relationship between JEA and Company. Neither Company nor JEA will be or become liable or bound by any representation, act, or omission of the other.

2.14.10. 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.

2.14.11. 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.

2.14.12. NEGOTIATED CONTRACT

Except as otherwise expressly provided, all provisions of this Contract shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. The parties agree that they have had meaningful discussion and negotiation of the provisions, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in the Contract shall not be construed against the party who physically prepared this Contract.

2.14.13. 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.

2.14.14. REFERENCES

Unless otherwise specified, each reference to a statute, ordinance, law, policy, procedure, process, document, drawing, or other informational material is deemed to be a reference to that item, as amended or supplemented from time to time. All referenced items shall have the enforcement ability as if they are fully incorporated herein.

2.14.15. SEVERABILITY

In the event that any provision of this Contract is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable law, and the remainder of this Contract shall continue in full force and effect. With regard to any provision in this agreement pertaining to damages, equitable or otherwise, it is the intent of the Parties that under no circumstances shall there be recovery for home office overhead. Any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

2.14.16. 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.

2.14.17. 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.

2.14.18. 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.

2.14.19. 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.

2.14.20. WAIVER OF CLAIMS

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

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

3. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

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

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

4. FORMS

4.1. FORMS (APPENDIX B)

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

TECHNICAL SPECIFICATIONS
093-16 - Electric Plant Industrial Cleaning Services

1. SCOPE OF WORK

1.1 The Scope of Work includes furnishing all supervision, labor, materials, tools, equipment, consumables, and subcontracts necessary for industrial cleaning services at JEA/SJRPP electric generating facilities. Services shall include, but not be limited to, the following:

- Wet & Dry Vacuuming Services
- Hydroblasting & Ultra High Pressure (UHP) Cleaning Services
- Chemical Cleaning Services
- High Volume Pump Services
- Fugitive Dust Control Services

2. FACILITY LOCATIONS

2.1 The JEA/SJRPP Project Representative or their designee shall be the Primary Contact and authorizing agent for all work performed at the electric plants. The Contractor shall, upon Award, provide a Primary and Secondary Contact to the JEA/SJRPP Contract Administrator.

Plant Locations

- 2.2 St Johns River Power Park (SJRP)
11201 New Berlin Road
Jacksonville, FL 32226
- 2.3 Northside Generating Station (NGS)
4433 William Ostner Road
Jacksonville, FL 32226
- 2.4 Brandy Branch Generating Station (BBGS)
15701 West Beaver Street
Jacksonville, FL 32234
- 2.5 Kennedy Generating Station (KGS)
4215 Talleyrand Ave
Jacksonville, FL 32206
- 2.6 Greenland Energy Center (GEC)
6850 Energy Center Drive
Jacksonville, FL 32256

3. GENERAL REQUIREMENTS

3.1 Contractor shall provide labor, materials, equipment, consumables, and subcontracts on an “as needed” basis for industrial cleaning services.

- 3.2 The Contractor shall be qualified to perform all aspects of industrial cleaning, including, but not limited to, the work scope listed herein.
- 3.3 Contractor shall employ skilled labor capable of performing the kind of work assigned. All workers employed by the Contractor shall have thorough knowledge of their craft; have experience in an industrial environment as indicated in Paragraph 12.3 of this Technical Specification. Any worker employed by the Contractor who exhibits inadequate experience, or inability in their field, shall be discharged at the discretion of the JEA/SJRPP Project Representative. Contractor shall maintain documentation verifying employees' skills in the form of resumes, job applications, etc., which will document an employee's ability in their field(s). Documentation will be made available to the JEA/SJRPP Project Representative upon request. See Paragraph 12.3 for additional information concerning Labor Classifications.
- 3.4 Contractor shall not initiate 'out of scope' services without obtaining prior authorization from the JEA/SJRPP Project Representative. For example, if during the course of the Work, a potential problem or issue is identified by the Contractor, the JEA/SJRPP Project Representative shall be notified immediately of the problem/issue and may then initiate an authorization to the Contractor for 'out of scope' services.
- 3.5 Contractor shall observe all Federal, State, and Local industrial safety rules, regulations, codes, and standards. Contractor shall also observe all JEA/SJRPP Safety and Security Policies and Procedures, as a minimum requirement.
- 3.6 A Technical Consultant(s) may be retained by JEA/SJRPP to oversee the work.
- 3.7 Pricing of all work shall be based on the Labor, Materials, Consumables, Equipment, and Subcontract unit prices and markups submitted in the Respondent Rates Workbook.
- 3.8 Budgetary estimates for industrial cleaning services shall be submitted in writing to the JEA/SJRPP Project Representative and must include, at a minimum, the estimated labor hours and equipment costs associated with the Work.
- 3.9 Contractor will not be required to provide an onsite office, but space can be provided for an office trailer.
- 3.10 JEA/SJRPP will provide non-potable water service only. It is possible that potable water may be supplied during major outages through a separate JEA/SJRPP General Construction Services contract, however, during a forced outage or a short notice outage, the Contractor shall be responsible for providing potable water for their employees.
- 3.11 The Contractor is advised that other projects may be in progress during this agreement period. Coordination and cooperation with other Contractors, SJRPP and JEA personnel and others working in the plant area will be required to insure the work will be completed on schedule.
- 3.12 All materials and workmanship supplied by the Contractor shall be first quality in every respect in accordance with the best modern practice. Whenever there is a reasonable doubt about what is permissible and when the quality of any work is not stated, the interpretation which requires the best quality work is to be followed. All final decisions will be the responsibility of the JEA/SJRPP Project Representative.

- 3.13 Contractor shall be responsible for all labor and material costs associated with the replacement of any existing plant equipment, etc. components that may be damaged by the Contractor during the course of the Work.
- 3.14 JEA/SJRPP will supply 110V and 220V power, and may supply 80 PSI plant service air for the Contractor's use, when and where available.
- 3.15 JEA/SJRPP, upon request, will provide general arrangement drawings for the Contractor to use for the purpose of this contract.

4. SPECIFIC REQUIREMENTS

- 4.1 Contractor shall provide a Primary Contact to be assigned to the contract that will be accessible twenty-four (24) hours per day, seven (7) days per week, inclusive of Holidays. This person shall act as the primary interface between JEA/SJRPP and the Contractor. Should there be a change in employment for the Primary Contact (i.e., promotion, resignation, termination, etc.) the Contractor shall notify the JEA Contract Administrator within twenty-four (24) hours of the event.
- 4.2 Contractor shall provide a Secondary Contact in the event the Primary Contact is not available for any reason.
- 4.3 Contractor shall provide all labor, materials, small hand tools and equipment, including Personal Protective Equipment (**PPE**) (i.e., safety glasses, hardhats, hearing protection, steel-toed boots, knee pads, safety vests, splash goggles, standard work gloves, and rubber gloves). Small hand tools shall include the kind and type commonly used in the industry and shall include portable radios and cell phones.
- 4.4 Contractor's employees shall have the Contractors' name and an employee number on their hard hat.
- 4.5 Contractor shall supply all Safety Data Sheets (SDS) prior to any material arriving at the project laydown area.
- 4.6 Contractor shall verify existing conditions and dimensions prior to starting work. Any discrepancies must be brought to the attention of the JEA/SJRPP Project Representative.
- 4.7 Contractor and the JEA/SJRPP Project Representative will be responsible for arranging / coordinating all scaffold requirements. The JEA/SJRPP Project Representative may, at their discretion, choose to cover scaffold needs with an existing JEA Scaffold Contract or may utilize the Contractor to provide for these services. If the scaffold work is to be subcontracted, then payment to the Contractor will be per the rates specified in the Respondent Rates Workbook for "Subcontract plus Mark Up". If the Contractor can provide scaffold services using in-house employees, then the price for these services shall be negotiated with the JEA/SJRPP Project Representative on a per task basis.
- 4.8 Contractor shall provide around the clock on-site / off-site communication capabilities.
- 4.9 Contractor shall furnish Port-o-Lets, wash stations, and a break area for their employees.
- 4.10 Contractor shall be responsible and assume all liability for the disposal of all waste products (such as chemicals, industrial waste water, general trash, and sanitary waste) that are generated

by the Contractor, unless prior arrangements are made with the JEA/SJRPP Project Representative.

- 4.11 Contractor shall immediately notify the JEA/SJRPP Project Representative of any suspected asbestos containing materials (ACM) found during the course of the Work.
- 4.12 Good communications foster good relationships and benefit all parties. The Contractor will be required to attend and actively participate in pre-outage planning meetings as well as weekly or daily outage status meetings. The Contractor shall provide a knowledgeable person (Project Manager or Superintendent) for in-person or teleconference meetings. Labor or service charges related to meeting attendance will not be accepted.

5. CONTRACTOR SAFETY

- 5.1 **IT IS EXTREMELY IMPORTANT THAT THE CONTRACTOR AND JEA/SJRPP WORK TOGETHER TO ADDRESS ANY SAFETY CONCERNS SUCH THAT POTENTIAL ACCIDENTS ARE AVOIDED.**
- 5.2 All employees of the Contractor, who perform work on JEA/SJRPP property, shall be JEA/SJRPP Safety Qualified. Contractor Supervisors/Foremen will be required to attend the Safety Leadership Development program offered through the Northeast Florida Safety Council (NEFSC) or an equivalent program as required by the JEA/SJRPP Contractor Safety Program.
- 5.3 Site specific training shall be required to work at each electric plant location. The JEA Safety Department or JEA/SJRPP Project Representatives will provide a PowerPoint Training module for the site location. Contractor is responsible for ensuring ALL personnel have received the appropriate safety training, as required by JEA/SJRPP Contractor Safety Program, and shall submit a roster of the employees who received the training.
- 5.4 Contractors are required to wear proper Personal Protective Equipment (PPE). PPE minimums include safety footwear, hard hat and safety glasses. Hearing protection is required while working in electric plant power block areas and when operating machinery or equipment (including saws). Ripped jeans, shorts, tennis shoes, sleeveless shirts, and shirts with offensive logos or messages are not permitted. Footwear must have safety toes.
- 5.5 Contractor shall maintain a safe work environment at all times. Contractor shall keep their work areas free of trip hazards daily and shall maintain excellent housekeeping through the completion date of the project. Contractor shall provide any and all dust curtains, temporary partitions, walk-off mats or any other barricade or process necessary to keep the job site clean.
- 5.6 Contractor shall abide by the JEA/SJRPP Hot Work Permit Program, Lock Out/Tag Out Procedure and the Confined Space Entry Procedure.
- 5.7 Contractor shall abide by the JEA/SJRPP Contractor's Safe Work Practices Manual.

6. ENVIRONMENTAL

- 6.1 JEA/SJRPP is under strict environmental standards with respect to all construction activities, including purchasing, delivery, erection, and operation / maintenance of equipment.

- 6.2 Violations of standards may result in fines against and/or imprisonment of the guilty parties. The Contractor's work shall be in compliance with all applicable environmental standards. The Contractor shall be liable for breeches of permit conditions instigated by its personnel.
- 6.3 JEA/SJRPP shall assist the Contractor in environmental compliance by providing information upon request and monitoring the work. Environmental standards are contained in permits, permit application materials, Conditions of Certification, stipulations, and compliance documents. Copies of these documents are available for inspection at the JEA/SJRPP Environmental Compliance office. The Contractor shall cooperate fully with JEA/SJRPP in insuring compliance, including participating in meetings, implementing the JEA Contract Administrator's instructions, and performing other actions as requested.

7. MATERIALS / TOOLING

- 7.1 Contractor shall supply all small hand tools, consumables, and equipment, including job site safety equipment, for all personnel required to perform the work that is described in the scope of work.
- 7.2 Any tooling, materials, etc. that the Contractor is directed to purchase by the JEA/SJRPP Project Representative shall become JEA/SJRPP Property and shall be returned to JEA/SJRPP Project Representative at the end of the project or the end of the contract, whichever time is more appropriate. All purchased items shall be for the exclusive use of work performed on JEA/SJRPP equipment and shall be retained on JEA/SJRPP plant sites.

8. SECURITY

- 8.1 Contractor shall supply a list of names of the personnel they will be using during a given project to the JEA/SJRPP Project Representative one (1) week prior to start of the project so they can secure their access into the plant. **Photo ID's are required for all personnel that will be working on JEA / SJRPP property.**
- 8.2 Only authorized Contractor personnel shall have drive-on plant access. Contractor shall be responsible for transporting their personnel from the JEA/SJRPP designated parking area to their work area.
- 8.3 A JEA or SJRPP issued security badge shall be visible at all times while on JEA/SJRPP property.
- 8.4 Background checks and mandatory training may be required for entry to NERC regulated spaces.
- 8.5 Parking on JEA or SJRPP property shall be approved through the JEA/SJRPP Project Representative. Parking for Company vehicles and Company personnel vehicles is limited to four (4) vehicles within the NGS facility. All Company vehicles driven onto plant sites must be properly identified with Company placards. Additional parking for personnel is available off-site in the designated Contractor parking area.
- 8.6 Certain work for JEA or SJRPP may entail entering maritime facilities, such as the fuel loading docks and/or the adjoining JAXPORT properties, all of which are governed by the Transportation Security Administration (TSA). In order to gain access these facilities, the

Contractor must obtain, in advance and at their own cost, a Transportation Worker Identification Credential (TWIC). The estimated cost is \$128.00 and is valid for five (5) years. Eligibility for a TWIC is subject to certain immigration and criminal background check requirements. Additional details may be found at www.TSA.gov.

9. WORK HOURS

- 9.1 Straight Time (ST) hours are performed from eight (8) to twelve (12) hours per day or as scheduled by the JEA/SJRPP Project Representative, not to exceed forty (40) hours per week. A normal work day may take place during the day, afternoon, or night shift.
- 9.2 Overtime shall be approved in advance by the JEA/SJRPP Project Representative and shall be paid after an employee has worked forty (40) hours for the week or worked more than the normal work hours for that day.
- 9.3 Contractor shall not be permitted to perform overtime work without prior approval of the JEA/SJRPP Project Representative.

10. RESPONSE TIME

- 10.1 The Contractor shall have a responsible person on-site as follows:
 - 10.1.1 Normal Request = twenty-four (24) hours
 - 10.1.2 Emergency Request = four (4) hours (forced outage)
- 10.2 The Contractor agrees to a maximum of a thirty (30) minute call back.

11. MOBILIZATION / DEMOBILIZATION

- 11.1 Mob / Demob is a one (1) time, flat rate, all-inclusive charge (round trip, portal-to portal) that may apply to equipment or personnel that are not normally housed in the vicinity of the Work site. The Mob/Demob charge may include transportation costs and/or set-up/take-down costs. It is expected that the Contractor shall have most personnel and equipment housed within a short drive to the JEA Work site and that there will be little or no set-up or take-down charges for most equipment. Mob/Demob charges may vary depending upon on the scope of services required for a particular plant outage or job task. Mob/Demob shall be compensated under the following conditions:
 - 11.1.1 Prior to the start of scheduled outage work or a particular job task, the Contractor and JEA/SJRPP Project Representative shall discuss the scope of services required in order to arrive at a budgetary cost estimate. The budgetary cost estimate shall indicate whether the scope of work necessitates Mob/Demob charges or not. If Mob/Demob charges are applicable, it is expected that the Contractor and JEA/SJRPP Project Representative shall mutually agree to a fair and reasonable Mob/Demob cost.
 - 11.1.2 The Contractor shall be allowed to deliver and stage equipment and supplies on JEA property in an area designated by the JEA/SJRPP Project Representative.
 - 11.1.3 Mobilization shall include all activities and associated costs for transportation of Contractor's personnel, equipment, and operating supplies to the site; establishment of

temporary buildings, facilities, or infrastructure, and other necessary general facilities for the Contractor's operations at the site.

- 11.1.4 Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the site; including the disassembly, removal and site cleanup, of temporary buildings, facilities or infrastructure assembled on the site specifically for this contract.
- 11.1.5 Payment for mobilization shall be made once mobilization activities have ceased and an invoice has been submitted. Payment for demobilization shall be made once demobilization activities have been completed to the satisfaction of the JEA/SJRPP Project Representative and an invoice has been submitted.

11.2 Emergency Mobilization

The Contractor must have ready access to labor, materials and equipment such that materials will be on site and ready for use within FOUR (4) HOURS NOTICE under an Emergency Mobilization.

- 11.2.1 Contractor shall be required to mobilize on-site within four (4) hours of emergency notification.
- 11.2.2 JEA will make every effort to notify the Contractor, as soon as possible, of the required scope of work.
- 11.2.3 The Contractor shall provide the necessary resources to meet JEA's project work schedule.
- 11.2.4 Signature on the bid form acknowledges the Contractor's acceptance that they shall comply with the Emergency Mobilization time allowance of four (4) hours.

12. TIME & MATERIAL (T&M) COST METHOD

12.1 Payment

- 12.1.1 JEA/SJRPP shall pay the Contractor for T&M work in the manner set forth below and the compensation provided shall constitute full payment for the work.

12.2 Invoicing

- 12.2.1 On a monthly basis, the Contractor shall submit a preliminary invoice to the JEA/SJRPP Project Representative for approval. The preliminary invoice shall contain, at a minimum, the following backup documentation:
 - 12.2.1.1 JEA Purchase Order number.
 - 12.2.1.2 Invoice number.
 - 12.2.1.3 Project or Task name and percent complete.
 - 12.2.1.4 Invoice billing period.
 - 12.2.1.5 Scope of Work or Task Order description, including, if applicable, # of units installed, i.e., square feet, linear feet, cubic feet, pounds, gallons, etc.

- 12.2.1.6 Invoice summary for each project or task order to include line item expenses for labor, materials/consumables, equipment rental and subcontracts with totals for each. For an example, see Attachment A.
- 12.2.1.7 A timesheet summary for all labor and supervision, including employee name, job classification, hours worked, dates worked, and hourly labor rates.
- 12.2.1.8 Daily timesheet and equipment usage sheet signed off by JEA/SJRPP Project Representative. For an example, see Attachment B.
- 12.2.1.9 Per Diem & Travel expense sheet for each eligible employee to include the rate established in the Respondent Rates Workbook and applicable mileage charges (including Google Maps screen shot for mileage verification). All Per Diem & Travel requests shall be compliant with the JEA/SJRPP Contractor Travel Procedure.
- 12.2.1.10 Receipts for Material & Consumable purchases.
- 12.2.1.11 Receipts for Equipment Rental costs.
- 12.2.1.12 Receipts for Subcontract costs.
- 12.2.1.13 Other backup documentation, as deemed necessary to verify accuracy of billing.
- 12.2.2 Upon approval by the JEA/SJRPP Project Representative, a final invoice shall be submitted per the JEA/SJRPP Purchase Order instructions, using the invoice template provided in Attachment A.
- 12.2.3 Final invoicing shall be submitted within thirty (30) days of project task completion.

12.3 Labor Classifications

- 12.3.1 Project Manager: Six (6) years or more project management experience in industrial cleaning services. Responsible for account management, business development, professional and courteous customer service, outage scheduling, human resource management, effective communication skills, etc. Ensures that project deliverables are on time, within budget, and at the required level of quality. Must have at least four (4) years of experience managing direct reports.
- 12.3.2 Superintendent: Six (6) years or more work experience in industrial cleaning services. Responsible for organizing and supervising all on-site job activities. Ensures that crews and crew leaders are working efficiently towards timely job completion. Performs quality control duties, monitor supplies and equipment inventories, and maintain recordkeeping. Provides professional and courteous customer service, human resource management, training, leadership, effective communication skills, etc. Must have at least four (4) years of experience managing direct reports.
- 12.3.3 Safety Engineer: Four (4) years of more work experience as a safety supervisor in an industrial plant environment. Responsible for review and distribution of employee safety programs and procedures, training, identifying and correcting potential job hazards. Evaluates the effectiveness of various industrial control mechanisms, ensures

compliance with health and safety regulations, and investigates industrial accidents and injuries. Provides professional and courteous customer service, safety leadership, effective communication skills, etc.

- 12.3.4 Crew Leader: Four (4) years or more work experience in industrial cleaning services. Responsible for organizing and directing the activities of crew sizes of four technicians or more. Provides training and technical assistance for co-workers, customer service, scheduling, recordkeeping, assists with supplies and equipment inventories, safety & training, etc. Performs other duties as required.
- 12.3.5 Equipment Operator: Responsible for safe and efficient operation of equipment utilized during industrial cleaning services in order to minimize risk of injury, property damage or loss of life. Performs daily safety and maintenance checks, cleans equipment as scheduled, and ensures equipment is safely and securely stored. Performs other duties as required.
- 12.3.6 Technician: Two (2) or more years of experience in an industrial plant environment. Responsible for a diverse set of duties related to industrial cleaning services. Utilizes tools and equipment in a safe and efficient manner in order to minimize risk of injury, property damage or loss of life. Exhibits good communication skills and works well in a team environment. Performs other duties as required.
- 12.3.7 Laborer / Helper: Six (6) months or more of experience in an industrial plant environment. Utilizes tools and equipment in a safe and efficient manner in order to minimize risk of injury, property damage or loss of life. Exhibits good communication skills and works well in a team environment. Performs other duties as required.

12.4 **Hourly Labor Rates**

- 12.4.1 Industrial cleaning services costs shall be performed on a per-hour basis with a minimum of one (1) hour. Hourly Labor Rates shall be provided in the Respondent Rates Workbook and will begin when the worker arrives at the job site.
- 12.4.2 Hourly Labor Rates shall be all-inclusive such that each job classification shall include wages, fringes, taxes, benefits, workers compensation, required Personal Protective Equipment (**PPE**), general & administrative costs, small hand tools, profit and overhead.
- 12.4.3 Hourly Labor Rates shall be quoted inclusive of all applicable training, certifications, and approvals required to operate the subject vehicles and/or equipment and to safely perform the Work at the specified job sites in an environmentally responsible manner.
- 12.4.4 Hourly Labor Rates shall be quoted inclusive of all basic Personal Protective Equipment (**PPE**) and certain small tools. Basic PPE shall include, at a minimum, safety glasses, hardhats, hearing protection, steel-toed boots, knee pads, safety vests, splash goggles, standard work gloves, and rubber gloves. Small hand tools shall include the kind and type commonly used in the industry and shall include portable radios and cell phones.

- 12.4.5 Contractor shall make arrangements to allow all work as defined in this specification to be completed during Straight Time work hours.
- 12.4.6 Contractor will be paid at the “Hourly Labor Rate” indicated in the Respondent Rates Workbook for all classifications of labor that are engaged in the Work.
- 12.4.7 The Overtime Hourly Labor Rate shall not exceed 1.5 times the Straight Time Hourly Rate for work performed after normal work hours, including weekends and holidays. Double Time will not be paid.
- 12.4.8 Contractor’s employees shall be assigned a single job classification and shall be invoiced at that Hourly Labor Rate. In no instance shall an employee be invoiced at a higher paying job classification, unless a promotion has taken place. In this instance, the JEA Contract Administrator and JEA/SJRPP Project Representative shall be informed of the change within forty-eight (48) hours.
- 12.4.9 Any Labor Classifications not covered by Fixed Rates under this contract must be approved by the JEA Contract Administrator prior to the start of Work.

12.5 Per Diem and Travel

All Travel reimbursement shall be in accordance with the JEA/SJRPP Contractor Travel Procedure. Per Diem and Travel will be paid under the following conditions:

- 12.5.1 Unit remains on line:
 - 12.5.1.1 For emergency repairs lasting less than twenty-four (24) hours and unit remains on line, no per diem or travel will be paid.
 - 12.5.1.2 For emergency repairs lasting more than twenty-four (24) hours and unit remains on line, per diem and travel may be paid if the crew size required to complete the repairs exceeds five (5) workers (this includes supervision).
- 12.5.2 Forced outages – unit off line:
 - 12.5.2.1 For forced outages lasting less than twenty-four (24) hours, no per diem or travel will be paid.
 - 12.5.2.2 For forced outages lasting more than twenty-four (24) hours, per diem and travel may be paid if the crew size required to complete the repairs exceeds five (5) workers (this includes supervision).
- 12.5.3 Scheduled outage – unit off line:
 - 12.5.3.1 Since these outages last from a few days to several weeks, per diem and travel may be paid if the crew size required to complete the repairs exceeds five (5) workers (this includes supervision).
 - 12.5.3.2 Note: In no instance will per diem or travel be paid to anyone whose residency is within seventy-five (75) miles of the electric plant where the work is being performed. Mileage greater than seventy-five (75) miles one way, or 150 miles round trip, will be reimbursed in accordance with JEA’s Travel Policy. Google Maps will be utilized for determining travel distances to each electric plant location.

- 12.5.4 Contractor employees who qualify for per diem and travel shall be required to provide proof of residency by submitting a copy of their Driver License.

12.6 Materials & Consumables Mark Up

- 12.6.1 For materials & consumables purchased by the Contractor and used in the execution of the Work, the Contractor shall be paid the actual cost of such materials & consumables, including sales taxes, if required, and freight and delivery charges as shown by original receipted bills. A mark-up amount shall be added to these costs, but shall not be added to applicable sales tax, expedite charges, delivery or freight charges. The mark up amount shall equal the "Material Mark Up" or "Consumables Mark Up" as stated in the Respondent Rates Workbook. The Mark Up amounts for each shall not exceed ten percent (10%).

- 12.6.2 The calculation for "Materials Mark Up" shall be expressed as follows:

Example: Cost of Material = \$2,000.00
 "Materials Mark Up" = Five percent (5%)
 Total Material Cost plus Mark Up = \$2,000.00 x 1.05 = \$2,100.00

- 12.6.3 For consumables purchased in bulk quantity by the Contractor and utilized piece meal over the life of the contract, it is understood that a receipted bill may not be possible. In these instances, the Contractor shall provide to the JEA Contract Administrator, a detailed list of the anticipated consumables to be utilized during the contract, with current Unit Rates. Once the list is reviewed and approved, subsequent additions to the list would need to be submitted to the JEA Contract Administrator for approval prior to their use in the execution of the Work.

- 12.6.4 JEA/SJRPP reserves the right to select and approve, or to reject the materials & consumables to be used and the sources of supply of any materials/consumables furnished by the Contractor. PPE shall not be invoiced as a consumable, as this cost is to be included in the Hourly Labor Rates.

Pre-Outage Requirements:

- All contractors must provide the names and cell phone numbers of their onsite contacts for both day and night shift. This information must be provided within two (2) weeks prior to mobilization in order to compile and distribute to maintenance, operations, and security departments.
- All contractors, performing work onsite, must adhere to JEA and SJRPP safety and environmental policies. The contractor must send a contractor representative to a partial day training pre-outage (contractors will be notified of the exact dates of the training) at the plant site. The representative will be responsible for training all contract personnel that will be working onsite.

SJRPP SPECIFIC Outage Requirements:

- The contractor will be required to report up to date financial information daily. The updates will be by PO and PO line. The plant will provide a worksheet that will be submitted by the contractor no later than 10:00 AM each day. The financial update must be up to date for all work performed through the previous night shift. The financial updates may be e-mailed to Robert Stanley at stanra@jea.com or dropped off at his office. **If this requirement requires the**

contractor to include an additional clerk or accountant on the project that cost must be included in the contractor's bid.

- The contractor will also be required to turn in daily timesheets to the SJRPP contract manager
- Unless providing labor only, the contractor will be responsible for providing a contract representative to attend a daily process area contractor update meeting.
- All Purchase orders must have written approved revisions implemented prior to any additional costs or the overages will be at the Contractor's expense.

12.7 Equipment Operating Costs

- 12.7.1 For all equipment and machinery listed in the Respondent Rates Workbook under "Equipment Operating Costs", the Contractor shall submit unit pricing for each Equipment Type. The unit rates for each Equipment Type shall remain fixed during the first three (3) years of the contract. In addition, a Fuel Use Rate (expressed in Gallons per Hour) is requested for each vehicle and piece of equipment that uses fuel.
- 12.7.2 All vehicle operating rates and equipment operating rates shall be quoted inclusive of all operations and maintenance costs, including fuel and consumables not otherwise covered in the Respondent Rates Workbook.

12.8 Fuel Price Adjustment

- 12.8.1 It is recognized that fuel costs may be a significant cost component of the hourly rates of certain vehicles and equipment types. In order to compensate for fluctuations in fuel costs, a fuel price adjustment will be utilized.
- 12.8.2 Fuel price adjustment increases (or decreases) will be considered when the cost of ultra-low sulfur diesel (ULSD) fuel increases substantially. A substantial increase is defined as a fifteen percent (15%) or more increase in fuel costs over a three (3) month period. The Contractor's ULSD Fuel Cost at the time of Bid Submission shall be input in "JEA Input Sheet 4" of the Respondent Rates Workbook. The fuel index to determine any fuel price adjustment shall be Lower Atlantic PADD1C index published on the first week of the quarter. The base date for fuel price adjustment shall be the 1st published weekly price index of the quarter in which the contract is executed.
<http://www.eia.gov/petroleum/gasdiesel/>
- 12.8.3 At Bid Submission, the Contractor shall input the fuel surcharge that was used to calculate vehicle and equipment rates. This fuel surcharge will be used as the basis for future fuel price adjustments. The Fuel Surcharge shall be input in "JEA Input Sheet 4" of the Respondent Rates Workbook.
- 12.8.4 In the event the established fuel price adjustment methodology is no longer applicable, the parties shall enter into good faith discussions so that a new pricing methodology is mutually agreeable.

12.9 Equipment Rental Mark Up

- 12.9.1 For those instances in which equipment rental is necessary for maintenance repairs, JEA/SJRPP will pay the actual equipment rental cost of such equipment, including sales taxes if required, and freight and delivery charges as shown by original receipted invoices. A mark-up amount shall be added to the equipment rental cost, but shall not

be added to applicable sales tax, expedite charges, delivery or freight charges. The mark-up shall include the cost of fuel associated with the rental equipment. The mark-up amount shall equal the "Equipment Rental Mark Up" as stated in the Respondent Rates Workbook. The "Equipment Rental Mark Up" shall not exceed 10%.

12.9.2 The calculation for "Equipment Rental Mark Up" shall be expressed as follows:

Example: Cost of Equipment Rental = \$1,000.00
 "Equipment Rental Mark Up" = Ten percent (10%)
 Total Equipment Rental plus Mark Up = \$1,000.00 x 1.10 = \$1,100.00

12.9.3 JEA/SJRPP reserves the right to select and approve, or to reject the equipment to be used and the sources of supply of any equipment furnished by the Contractor.

12.10 Subcontract Mark Up

12.10.1 The Contractor will be permitted to utilize approved Subcontracts to assist with the execution of the Work. JEA/SJRPP will pay the actual Subcontractor's cost as shown by copies of original receipted invoices. A mark-up amount shall be added to the Subcontractor cost. The mark-up amount shall equal the "Subcontract Mark Up" as stated in the Respondent Rates Workbook. The "Subcontract Mark Up" shall not exceed ten percent (10%).

12.10.2 The calculation for "Subcontract Mark Up" shall be expressed as follows:

Example: Cost of Subcontract = \$500.00
 "Subcontract Mark Up" = Ten percent (10%)
 Total Subcontract plus Mark Up = \$500.00 x 1.10 = \$550.00

12.10.3 In no instance shall the value of the Subcontractor's work exceed that of the Contractor, unless prior approval is obtained from the JEA/SJRPP Project Representative.

12.10.4 JEA/SJRPP reserves the right to select and approve, or to reject Subcontractors to be utilized by the Contractor. Subcontractors must meet all of the same requirements of the prime Contractor as stated in the Technical Specification.

12.11 Administrative Costs

12.11.1 Administrative costs shall not be permitted as a separate billable cost. These costs must be included in the Hourly Labor Rates bid.

12.11.2 Time spent by the Contractor developing an estimate for a job shall not be permitted as a separate billable cost. These costs must be included in the Hourly Labor Rates bid.

13. OPTION A (SUPPLEMENTAL STAFF)

13.1 In the Respondent's Rate Workbook, Option A is included to obtain pricing for labor and equipment support at JEA's Northside Generating Station. The intent of this Option is to provide full-time, long-term support during the contract duration for the Material Handling Department. For each of the line items indicated in Option A, the Contractor shall input the monthly rate in each of the yellow cells. The spreadsheet will automatically calculate the total monthly rate and a five (5) year total for these services.

- 13.2 For Option A, JEA shall supply the following: Ultra Low Sulfur Diesel Fuel, six inch (6") vacuum flex hoses, four inch (4") vacuum flex hoses, and confined space monitors.
- 13.3 Option A shall be awarded at JEA's discretion and should not be assumed to be awarded in conjunction with the baseline bid (Input Sheets 1-4). The pricing for the baseline bid and Option A shall be prepared independent of each other. The two (2) bids are mutually exclusive. JEA, may at its discretion, award a contract for Option A based on the lowest cost of the short-listed bidders.

14. CODES AND REGULATIONS

- 14.1 Contractor shall perform all work in accordance with established federal standards and regulations, local codes and regulations, and the current issues of the following codes and regulations.
- 14.2 American National Standards Institute (ANSI)
- 14.3 American Society of Mechanical Engineers (ASME)
- 14.4 Institute of Electrical & Electronic Engineers (IEEE)
- 14.5 American Society of Testing Materials (ASTM)
- 14.6 Instrument Society of America (ISA)
- 14.7 American Welding Society (AWS)
- 14.8 National Fire Protection Association (NFPA)
- 14.9 National Electric Manufacturers Assoc. (NEMA)
- 14.10 National Electric Code - (NEC or NFPA 70)
- 14.11 Occupational Safety and Health Administration (OSHA)

In case of a conflict between the above codes and regulations, Contractor will perform all work in accordance with the more stringent code or regulation.

15. JEA/SJRPP PROPOSED OUTAGE SCHEDULE

15.1 Outage Time Frames

15.1.1 During the term of this contract, JEA/SJRPP shall have scheduled maintenance outages on the electric generating units. During these times, the units shall be shut down for major and/or minor maintenance repairs. It is likely, that the Contractor may be requested to perform insulation & lagging services. Outage dates and durations are estimated and subject to change at JEA/SJRPP discretion.

15.1.2 Below are the planned scheduled outages for 2016-2019:

2016	Outage Start		Outage End	Duration
NS 1	9/24/2016	to	11/7/2016	45 Days
Brandy Branch CT 1	10/1/2016	to	10/30/2016	30 Days

NS 2	10/29/2016	to	12/12/2016	45 Days
Brandy Branch CT 2	11/1/2016	to	11/7/2016	7 Days
Brandy Branch CT 3	11/1/2016	to	11/7/2016	7 Days
Brandy Branch STM-4	11/1/2016	to	11/7/2016	7 Days

2017	Outage Start		Outage End	Duration
SJRPP 1	2/25/2017	to	3/26/2017	30 Days
SJRPP 2	4/1/2017	to	4/8/2017	8 Days
Brandy Branch CT 2	4/1/2017	to	4/7/2017	7 Days
Brandy Branch CT 3	4/1/2017	to	4/7/2017	7 Days
Brandy Branch STM-4	4/1/2017	to	4/7/2017	7 Days
KS CT 8	10/1/2017	to	10/21/2015	21 Days
NS 1	10/7/2017	to	10/27/2015	21 Days
NS 2	10/31/2017	to	11/20/2015	21 Days
Brandy Branch CT 2	11/1/2017	to	11/7/2015	7 Days
Brandy Branch CT 3	11/1/2017	to	11/7/2015	7 Days
Brandy Branch STM-4	11/1/2017	to	11/7/2015	7 Days

2018	Outage Start		Outage End	Duration
SJRPP 2	2/24/2018	to	3/25/2018	30 Days
Brandy Branch CT 2	4/1/2018	to	4/7/2018	7 Days
Brandy Branch CT 3	4/1/2018	to	4/7/2018	7 Days
Brandy Branch STM-4	4/1/2018	to	4/7/2018	7 Days
SJRPP 1	4/7/2018	to	4/14/2018	8 Days
NS 1	10/7/2018	to	10/27/2018	21 Days
NS 2	10/31/2018	to	11/20/2018	21 Days
Brandy Branch CT 2	11/1/2018	to	11/7/2018	7 Days
Brandy Branch CT 3	11/1/2018	to	11/7/2018	7 Days
Brandy Branch STM-4	11/1/2018	to	11/7/2018	7 Days

2019	Outage Start		Outage End	Duration
SJRPP 1	2/25/2019	to	3/21/2019	30 Days
Brandy Branch CT 2	3/1/2019	to	3/21/2019	21 Days
Brandy Branch CT 3	3/1/2019	to	3/21/2019	21 Days
Brandy Branch STM-4	3/1/2019	to	3/21/2019	21 Days
SJRPP 2	4/7/2018	to	4/14/2018	8 Days

Attachments:

Attachment A – Contractor Invoice Summary
Attachment B – Contractor Daily Time Sheets

Attachment A
CONTRACTOR NAME

Invoice

JEA

PO Box 4910
Jacksonville, FL 32201

Contractor Address
City, State zip

Invoice Date: _____
Invoice #: _____

JEA PO #: _____

Invoice Billing Period: *From* _____ *to* _____

Project Name: *(as written on JEA PO)* _____

% Project Billing: _____

Work site: _____

Terms: _____

Labor:	Employee	Classification	Hours	Rate	ST	OT	Total

Total Labor: _____

Per Diem:	Employee	Classification	Days	Rate			Total

Total Per Diem: _____

Travel Expences:	Employee	Classification	Mileage	Rate	Total	Other	Total

Total Travel: _____

Equipment/Consumables	Quantity	Rate	Day/Hr	Total	Markup	Total

Total Equipment: _____

Materials	Quantity	Unit Price	Freight	Total	Markup	Total

Total Equipment: _____

Subcontractor	Quantity	Unit Price		Total	Markup	Total

Total Subcontractor: _____

Invoice Total: _____

DAILY TIME SHEETS

Date: _____
Shift: _____
Day of Wk: _____
Week Ending: _____
Time Sheet #: Reference for Billing
JEA PM: _____

[illegible]

Company Representative

**APPENDIX B MINIMUM QUALIFICATIONS FORM
093-16 ELECTRIC PLANT INDUSTRIAL CLEANING SERVICES**

GENERAL

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

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

PLEASE SUBMIT THE ORIGINAL AND THREE (3) COPIES 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: _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: _____

MINIMUM QUALIFICATIONS:

- The Respondent shall have successfully completed two (2) similar service contracts in the United States in the past five (5) years date ending May 31, 2016.
 - A similar service contract is defined as industrial cleaning services in an industrial plant environment totaling \$200,000.00 or more for any one (1) year period, for each contract. The service contracts submitted must be from different customers.

REFERENCE 3

Description of Service Contract _____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

APPENDIX B RESPONSE FORM
093-16 ELECTRIC PLANT INDUSTRIAL CLEANING SERVICES

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

PROPOSER INFORMATION:

COMPANY NAME: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: _____

FAX: _____

EMAIL ADDRESS: _____

Equipment Deployment Location: _____

Respondent's Certification

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

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

Total From Quotation of Rates Workbook	\$
--	----

We have received addenda _____ through _____

Signature of Authorize Officer of Respondent or Agent

Date

Printed Name & Title

Phone Number

APPENDIX B RESPONSE FORM

093-16 ELECTRIC PLANT INDUSTRIAL CLEANING SERVICES

1.4.1 QUOTATION OF RATES

Maximum score for criterion is: 50 points

Respondent shall provide time and materials rates for all Work described in this ITN by completing the enclosed Response Workbook. Rates, unit prices and mark-ups where applicable shall include all profit, taxes, benefits, travel, and all other overhead items.

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

1.1.1. FINANCIAL RESPONSIBILITY

Maximum score for criterion is: 4 points

JEA will assess the financial status of the firm and its ability to devote the necessary financial resources to the project. Qualities and indicators that will receive consideration generally include the capitalization of the firm; the impact of any recent or foreseen mergers or acquisitions; the history of the firm, the corporate structure, and the number of years the firm has been in business; the bond, credit, or industry rating as they relate to financial strength and performance; and any unique risks associated with the firm or industry that would potentially threaten its continued existence as a going concern.

At minimum, the Respondent shall provide the following information:

- o Form of business (i.e., proprietorship, partnership, corporation);
- o Years in business;
- o Changes in ownership;
- o Bank reference; and
- o Revenues of the Proposing Company in the last two (2) years.

1.1.2. PAST PERFORMANCE/COMPANY EXPERIENCE

Maximum score for this criterion: 15 points

Respondent shall submit reference information for three (3) similar service contracts in the past five (5) years ending May 31, 2016. A similar service contract is defined as industrial cleaning services contract valued at \$200,000.00 or greater for any one (1) year period for each contract, in an industrial plant environment.

If the Respondent has performed work for JEA in the past three (3) years, then one (1) of the references submitted shall be a JEA reference. In addition, no two (2) references shall be from the same company. The Respondent may use the same references submitted for to satisfy the Minimum Qualifications requirements stated above.

The reference information must be specific to work your company has done in the past and must contain the following:

- Customer Name
- Customer Location
- Type of Business
- Summary of services and type of work environment
- Customer Contact Information (include name, current phone number(s), email, and best times to call)
- Contract Dates (start, stop, duration, etc.)
- Total Contract Value

Provide a detailed description of the scope of services performed by your company, including highlighting any emergency response activities, cost avoidance measures, corrective safety measures, etc.

The JEA lead evaluator (the "Lead Evaluator") will communicate with the submitted references with a list of scripted questions and will document responses. The Lead Evaluator will then score the responses from the references and provide point totals for each reference to be used by all other JEA evaluators.

APPENDIX B RESPONSE FORM
093-16 ELECTRIC PLANT INDUSTRIAL CLEANING SERVICES

1.1.3. ABILITY TO PLAN TO MEET THE PROJECT REQUIREMENTS / QUALITY OF SERVICES OFFERED

Maximum score for this criterion: 15 points

- **Depth and Breadth of Relevant Service Competencies:** Discuss the overall depth, breadth, and quality of your services and their applicability to the utility industry and the scope of work described in this ITN. Special attention should be paid to discussing any special or unique products and services that you offer which may contribute to enhanced performance. Include any staffing and equipment resources and constraints for your local office related to supplying labor and equipment for outage shutdowns and how those limitations will be overcome. Maximum of five (5) pages in length.
- **Cost Containment:** Discuss how your unique competencies (equipment, knowledge, training, work methodologies, etc.) contribute to your ability to perform the services in a cost effective and efficient manner. Maximum of two (2) pages in length.
- **Budgets and Schedules:** Discuss your ability to accurately assess all job cost components that may comprise future services. Discuss your ability to meet customer project timetables, especially in an outage shutdown scenario. Maximum of two (2) pages in length.

1.1.4. SAFETY

Maximum score for this criterion: 10 points

Respondent shall submit documented proof of their OSHA Recordable Incident Rate (RIR) and their Experience Modification Rate (EMR) for the past three years (2013, 2014, & 2015). The average of these rates will be used to determine the number of points that each Respondent will receive in this category.

1.1.5. PROXIMITY TO JEA (EQUIPMENT DEPLOYMENT LOCATION)

Maximum score for this criterion: 6 points

On the Response Form, the Respondent shall provide the location (address) of the closest manpower & equipment deployment field office, where the services for this contract will be deployed. This office shall have been in operation for at least twelve (12) months prior to the Response Due Date. Additionally, the submitted work location shall be the primary deployment location site trades and project manager personnel in order to receive points. JEA will award points on the basis of proximity of qualifying office locations. If no field office exists, the Respondent shall use the company corporate office location. Companies not providing an office location will not receive any additional points for this category.