

**APPENDIX A - TECHNICAL SPECIFICATIONS
RFQ 95501 RETENTION POND MAINTENANCE**

SCOPE OF WORK

This contract is executed between JEA and the Contractor to perform scheduled and ad hoc treatment for retention ponds and ditches on JEA property primarily in Duval County, with some additional sites in St Johns, Clay, and Nassau. Pricing is to include all labor, equipment, and chemicals necessary to successfully treat, care, and maintain retention ponds and ditches environmentally and aesthetically. JEA owns approximately 61 sites with retention ponds/ditches as listed in the bid workbook. The attached bid workbook represents estimated one-year quantity and is to be used as a guideline and not a guarantee of work. The work will be scheduled on an as-needed basis. JEA may take action to perform work in house and, thereby, reduce Contractor workload. These specifications are not intended to supersede Federal, State, or local regulations to which the Contractor must comply. Nor are they intended to supersede or contradict content in the contract documents between JEA and the Contractor.

PART 1 GENERAL

- 1.1 DEFINITIONS**
- 1.2 SUBMITTALS**
- 1.3 QUALIFICATIONS**
- 1.4 QUALITY ASSURANCE**
- 1.5 DELIVERY, STORAGE, AND HANDLING**
- 1.6 SAFETY**
- 1.7 SECURITY**
- 1.8 ENVIRONMENTAL REQUIREMENTS**
- 1.9 WARRANTY**

PART 2 PRODUCTS

- 2.1 APPROVAL**
- 2.2 MARKUP**

PART 3 EXECUTION

- 3.1 GENERAL REQUIREMENTS**
- 3.2 PREPARATORY WORK**
- 3.3 PROJECT REQUIREMENTS**
- 3.4 PROJECT COMPLETION**

**APPENDIX A - TECHNICAL SPECIFICATIONS
RFQ 95501 RETENTION POND MAINTENANCE**

PART 1 GENERAL

1.1 DEFINITIONS

JEA CONTRACT ADMINISTRATOR	JEA-employed personnel qualified to carry out project oversight. Represents JEA Contract Administrator or his/her appointed designee.
JEA STANDARDS	JEA Standards are identified on JEA's public website: https://www.jea.com/Engineering and Construction/Facilities/ . Includes JEA Facilities Standards Manual, JEA Electric Rules and Regulations, JEA Electric Standards, and JEA Water and Wastewater Standard Manual.

1.2 SUBMITTALS

Contractor shall deliver the following submittal items in a timely manner to the JEA Contract Administrator for approval.

SUBMITTAL 01 – POND MAINTENANCE MASTER LIST

The Contractor shall identify and submit inspections as shown in the Bid Workbook.

SUBMITTAL 02 – PHOTOGRAPHS OF COMPLETION

When required by the JEA Contract Administrator, the Contractor shall submit photographic documentation of completed work in accordance with this technical specification.

SUBMITTAL 03 - INVOICING DOCUMENTS

Following the completion of work, the Contractor shall submit invoicing documents in accordance with this technical specification.

1.3 QUALIFICATIONS

- 1.3.1 The Contractor must possess valid licenses for Category 5A: Aquatic Pest Control, Category 6: Right-of-way and Public Health Pest Control Permit issued by the State of Florida Department of Agriculture.
- 1.3.2 Contractor shall possess applicable licenses and permits to perform work at the Federal, State, and local levels. Contractor shall also possess a valid business license in the required municipality.
- 1.3.3 Contractor shall meet all minimum qualifications as identified in JEA solicitation documents.

1.4 QUALITY ASSURANCE

- 1.4.1 Contractor shall ensure that all work is to JEA standards. It is the contractor's responsibility to review JEA standards for applicable work. Contractor shall be aware of all JEA Standards that apply to the tasks executed by the Contractor. Standards are available to the public on JEA's website: [https://www.jea.com/Engineering and Construction/Facilities/](https://www.jea.com/Engineering_and_Construction/Facilities/).
- 1.4.2 On all installations and repairs, the Contractor shall confirm that the installation and/or repairs comply with accepted practice as specified in the most update versions of the Florida Building Code. The Contractor shall apply all applicable ASTM standards.

APPENDIX A - TECHNICAL SPECIFICATIONS
RFQ 95501 RETENTION POND MAINTENANCE

- 1.4.3 Work that does not conform to expected levels of craftsmanship or the specifications shall be redone at Contractor's expense.
- 1.4.4 The Contractor shall be in possession of valid licensing and certification as identified in minimum qualifications. Any worker employed by the Contractor, who exhibits inadequate experience and knowledge or is incapable in his/her field, shall be removed from the work site at the discretion of the JEA Contract Administrator.
- 1.4.5 JEA reserves the right to add/delete quantities, as required. Pricing for added quantities will be set at the current bid price. JEA may take action to perform work in house and, thereby, reduce contractor workload.
- 1.4.6 The invoice (containing company name and address) shall include JEA purchase order. The Contractor shall include the following information on the invoice: date, location, description of service provided, amount payable, JSEB forms (if applicable), and detailed unit cost for parts and labor including manufacturer's parts number, unit and quantity. JEA will not provide payment for deficient invoices that do not contain required information. Contractor shall ensure that unit prices and unit counts must be indicated on the invoice, as well as parts number, product, and labor description.
- 1.4.7 The contractor shall supply pricing on quoted and invoiced documents. Contractor's invoiced pricing must agree with the contract bid pricing established in the agreement between the Contractor and JEA.
- 1.4.8 The administrative cost, profit, travel time, and other indirect contractor costs will not be permitted as separate billable costs. These costs must be included in the unit bid price provided by the Contractor in the bid workbook. Time spent by the Contractor developing an estimate for a job will not be permitted as separate billable costs. Travel costs and travel time will not be paid by JEA. There shall be no call-out fee, truck fee, trip fee, or fuel adjustment.
- 1.4.9 JEA Contract Administrators will evaluate vendor performance through a Vendor Performance Scorecard. In the event of a deficiency, JEA will coordinate mandatory vendor conference and take any other steps required to resolve the performance deficiency. Failure to resolve the deficiency may result in termination of this agreement.

1.5 DELIVERY, STORAGE, AND HANDLING

- 1.5.1 The Contractor must dispose of all waste generated as a result of the contract at an officially permitted location. Any fees and/or charges associated with this disposal should be included in bid price of work. JEA will not pay additional charges/fees for waste disposal.
- 1.5.2 The Contractor shall prevent access by the public to materials, tools, and equipment during the course of the work.

1.6 SAFETY

- 1.6.1 The Contractor shall become JEA Safety Qualified prior to beginning actual work at JEA. All employees of the Contractor, including Project Managers, who perform work on JEA property, shall be JEA Safety Qualified. Supervisors may be required to have additional training. Site specific training may be required to work at certain job sites (i.e.: substations). Contractor is responsible for ensuring ALL personnel have received the appropriate training prior to beginning work.
- 1.6.2 The Contractor shall familiarize all workers with all fire and safety regulations recommended by OSHA and other industry or local governmental groups at the Federal, State, and local levels.
- 1.6.3 Contractor shall maintain a safe work environment at all times.
- 1.6.4 The Contractor shall furnish JEA with material safety data sheets on all chemical products utilized.

APPENDIX A - TECHNICAL SPECIFICATIONS
RFQ 95501 RETENTION POND MAINTENANCE

- 1.6.5 The Contractor shall also adhere to current JEA Safety and Training regulations at all times.
- 1.6.6 Contract workers are required to wear proper Personal Protective Equipment (PPE). PPE minimums include safety footwear with steel toes, hard hat and safety glasses. Hearing protection is required while operating machinery or equipment (including saws). Ripped jeans, shorts, tennis shoes, sleeveless shirts, and shirts with offensive logos or messages are not permitted.
- 1.6.7 The Contractor shall keep the work area free from accumulation of waste materials or rubbish.
- 1.6.8 The nature of work (cutting, sanding and general work) to be performed may produce heat, smoke, steam, dust or vapors, which may result in the activation of an alarm. To avoid Contractor caused alarms, the Contractor shall notify the JEA Contract Administrator, whom will issue a hot work permit (permit valid for one (1) day only) before any procedure. After such procedures are concluded, Contractor shall notify the JEA Contract Administrator who will inspect, and re-arm the alarm system.
- 1.6.9 If the Contractor's negligence results in a release of a Clean Agent (i.e. FM 200), the Contractor shall be responsible for all costs incurred to refill and restore the fire suppression system.

1.7 SECURITY

- 1.7.1 A JEA issued security badge shall be visible at all times while on JEA property. Background checks and mandatory training may be required (during work hours) for entry to North American Electric Reliability Corporation (NERC) regulated spaces.
- 1.7.2 JEA issued security badges will become deactivated after 90 days of non-activity. It is the Contractor's responsibility to ensure all employees have active badges prior to commencement of work.
- 1.7.3 Contractors shall check in and check out with the JEA Contract Administrator daily.
- 1.7.4 Contractor shall wear uniforms/t-shirts displaying company logo whenever working for JEA.
- 1.7.5 The Contractor shall ensure subcontracted employees obtain background checks, training, and active badge status prior to the start of work.

1.8 ENVIRONMENTAL REQUIREMENTS

- 1.8.1 The Contractor shall conform to environmental regulations of public agencies, including local, state and Federal jurisdiction.
- 1.8.2 Contractor shall be accountable for timely clean-up and remediation associated with any contaminant spills, accidental or otherwise, including, but not limited to diesel fuel, gasoline, lubricants, and cleaning fluids, etc.

1.9 WARRANTY

- 1.9.1 Upon successful completion of work, the Contractor shall extend the manufacturer warranty on all parts to JEA.
- 1.9.2 The Contractor shall warrant workmanship for one (1) calendar year from the substantial completion date.

PART 2 PRODUCTS

2.1 APPROVAL

- 2.1.1 JEA Contract Administrator shall approve all parts and products prior to use by the Contractor.
- 2.1.2 The Contractor shall submit the brand name and EPA registration number as instructed by the Contract Administrator.

2.2 MARKUP

APPENDIX A - TECHNICAL SPECIFICATIONS
RFQ 95501 RETENTION POND MAINTENANCE

- 2.2.1 No markup will be included on products. Product and labor estimates should be included in unit prices provided in the bid workbook.

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

- 3.1.1 Contractor shall provide all labor, tools and equipment needed for the scope of work. Unsafe tools and equipment are never permitted on JEA sites. Hand tools shall be secured with lanyard or safety device to prevent tools from falling off of swing scaffolding.
- 3.1.2 The Contractor shall obtain all permits required by local agencies and pay all fees which may be required for the performance of the work and removal/disposal of hazardous materials. Bid prices should include this cost.
- 3.1.3 Contractor shall verify existing conditions and dimensions prior to starting work. Any discrepancies must be brought to the attention of the JEA Contract Administrator. It is the Contractor's responsibility to remove and/or provide additional items as required to comply with the contract documents.
- 3.1.4 Construction schedules are to be provided by the Contractor and agreed to by all parties before work proceeds. Changes in the schedule shall be coordinated through the JEA Contract Administrator.
- 3.1.5 Contractor shall provide any and all dust curtains, temporary partitions, walk-off mats or any other barricade or process necessary to keep site clean.
- 3.1.6 Job sites are to be kept clean at all times. Contractor shall supply necessary cleaning products. In office environments, site shall be vacuumed at the end of work each day and at the end of the job. In field environments, areas shall be kept broom-clean.
- 3.1.7 All work shall meet or exceed applicable building codes.
- 3.1.8 All doors, lids, and gates shall be locked and secured at all times when unattended.
- 3.1.9 Parking is the responsibility of the Contractor, however, requests may be made to the Contract Administrator to park on JEA property, and shall be granted/denied at the sole discretion of the Contract Administrator.

3.2 PREPARATORY WORK

- 3.2.1 Contractor must receive verbal and/or written agreement from JEA Contract Administrator prior to commencement of work activities. Contractor shall perform necessary repairs discovered during routine maintenance only after written and or verbal authorization from the designated JEA Contract Administrator.
- 3.2.2 If applicable, the Contractor must attend all pre work meetings prior to the commencement of work.

3.3 PROJECT REQUIREMENTS

- 3.3.1 The Contractor shall provide all necessary personnel and equipment in order to treat retention ponds and ditches as specified herein and listed in the bid workbook.
- 3.3.2 All treatment services in this specification shall be furnished through one Contractor who shall be responsible for the satisfactory results of the treatments. Subcontracting of work is not permitted.
- 3.3.3 The Contractor treatment of a body of water shall not result in a fish kill. The Contractor shall be solely responsible for restocking bodies of water should a fish kill occur as a result of chemical treatment.
- 3.3.4 The Contractor shall conform to environmental regulations of public agencies, including local jurisdiction.

APPENDIX A - TECHNICAL SPECIFICATIONS
RFQ 95501 RETENTION POND MAINTENANCE

- 3.3.5 The Contractor shall use EPA or State approved herbicides. Each package label shall have the Approved Aquatic Label.
- 3.3.6 The Contractor shall use certified or licensed applicators when applying restricted-use pesticides. Examples include: 2-4-D and Rotenone.
- 3.3.7 The Contractor will be accountable for timely clean-up and remediation associated with any containment spills, accidental or otherwise, including, but not limited to chemicals, diesel fuel, gasoline, lubricants, and cleaning fluids.
- 3.3.8 JEA reserves the right to add/delete locations, as required. The Bid Workbook is a three (3) year estimate based on annual expected needs and is to be used as a guideline and is not a guarantee of work. Pricing for added treatment sites will be set at the bid price.
- 3.3.9 The Contractor's equipment shall be moved when requested by the JEA Contract Administrator.
- 3.3.10 When a treatment of a body of water is ineffective, the Contractor will re-treat at no additional cost to JEA.
- 3.3.11 Pond and ditch maintenance shall consist of the following services:
- 3.3.11.1 Plant and Debris Removal:
- Noxious plants, such as fragmentation weeds, are to be both cut and removed from the pond or ditch.
 - The Contractor shall pick up debris from in the pond or ditch and on the embankment upon each monthly visit.
 - All plants, weeds and debris picked up by the Contractor shall be removed from the site by the Contractor and disposed of at an approved site.
- 3.3.11.2 Water Sampling/Analysis:
- In order to confirm that the oxygen level is high enough to ensure a safe treatment, a determination of dissolved oxygen levels shall be made prior to treatment. Water Quality Parameters are pH, Salinity, Conductivity, Temperature and Oxygen.
 - Nitrogen testing and beneficial bacterial shall be tested for biannually and added as needed to reduce phosphate nitrate levels.
- 3.3.11.3 Water Treatment:
- The Contractor shall maintain control over noxious submersed, floating and immersed aquatic vegetation and filamentous, planktonic and attached erect algae on a monthly basis.
 - When chemical applications are necessary, only one-half or less of the entire body of water at any one time is to be treated. This is to ensure the safety of aquatic life and vegetation.
 - Contractor shall use materials at rates equal to or lower than the maximum label recommendation for the best effectiveness and environmental safety.
- 3.3.11.4 Ditch Bank Weed Removal:
- Weed growth on ditch banks shall be controlled.
 - Floating weeds are to be removed manually.
 - The use of accepted herbicides is permitted.
 - Mechanical Controls
 - Pulling weeds by hand

APPENDIX A - TECHNICAL SPECIFICATIONS
RFQ 95501 RETENTION POND MAINTENANCE

- Rakes and hand cutters
- Bigger machinery, such as a Weed Harvester, must be approved by the JEA Contract Administrator.
- Liners and weed barriers may be used only when mandated by local, State, and Federal authorities.

3.3.11.5 Maintaining Percolation Capability:

- The Contractor shall rototill or scarify the bottom of dry retention ponds, when mandated by the EPA, or in accordance with permitted purposes. The Contractor shall ensure basin bottoms are level. This is site-specific, and not necessarily required for every JEA retention pond.

3.4 PROJECT COMPLETION

- 3.4.1 Contractor shall remove all debris, demolished items, and construction waste, including the proper and legal disposing of such. At the completion of the work, the building interior, exterior and landscaping, where affected by Contractor work, shall be restored.
- 3.4.2 When specified by the JEA Contract Administrator, the Contractor shall provide the JEA Contract Administrator required photographic documentation of completed work. Address, serial number, and make shall accompany photographic documentation.
- 3.4.3 Prior to leaving the site, the contractor shall contact JEA Contract Administrator to confirm completion of work activities. Unless otherwise instructed by the JEA Contract Administrator, Contractor must fully exit JEA property following completion of work.
- 3.4.4 The Contractor must dispose of all waste generated as a result of the contract at an officially permitted location.
- 3.4.5 Any fees and/or charges associated with this disposal should be included in bid price of work. JEA will not pay additional charges/fees for waste disposal.
- 3.4.6 The Contractor shall provide a monthly Microsoft Excel spreadsheet report by to the Contract Administrator for site listed in the bid workbook. This report shall clearly state the name, address of the site, the results of each test taken at the site, and any other services performed at the site, as well as a recent photo of the pond/ditch. Recommended treatments and restrictions are to be documented in this report. Contractor shall submit this report by email to the JEA Contract Administrator on a monthly basis by the fifth (5th) business day after end of month.
- 3.4.7 The Contractor shall maintain, and email to the JEA Contract Administrator on a monthly basis by the fifth (5th) business day, a record of Restricted-Use pesticides including the following:
- Month, day, and year of application
 - Location of application, including name of weed sprayed and total acres treated.
 - Brand name of product and EPA registration number
 - Total amount of restricted pesticide used
 - Name of certified or licensed applicator performing or supervising the application.
 - All records and photos are to be kept electronically for two (2) years.
- 3.4.8 If there are any omitted reports, the JEA Contract Administrator shall deduct the cost of the site(s) lacking a monthly report and/or withhold the entire payment until all reports are furnished by the Contractor.

**APPENDIX B - MINIMUM QUALIFICATION FORM
RFQ 95501 RETENTION POND MAINTENANCE**

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.

BIDDER INFORMATION

COMPANY NAME: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE OF AUTHORIZED REPRESENTATIVE: _____

MINIMUM QUALIFICATIONS:

The Bidder shall meet the following Minimum Qualifications to be considered eligible to submit a Bid in response to this SOLICITATION. **JEA reserves the right to ask for additional back up documentation or additional reference projects to confirm the Respondent meets the requirements stated below.** A Bidder not meeting all of the following criteria will have their Response rejected:

- Contractor shall possess the following current State Licenses from the Florida Dept. of Agriculture:
 - Category 5A; Aquatic Pest Control
 - License Number: _____
 - Category 6; Right-of-way
 - License Number: _____
 - Public Health Pest Control
 - License Number: _____

**APPENDIX B - MINIMUM QUALIFICATION FORM
RFQ 95501 RETENTION POND MAINTENANCE**

- Contractor must employ at least one (1) trained and licensed Chemical Control Applicator
 - License Number of Employee: _____
- Bidder must have an office located within one of the following counties: Duval, Clay, Nassau or St. Johns.

Local Office Address:

- Contractor shall provide three (3) account references for similar commercial contracts in the last five (5) years ending July 31, 2018 and valued at least \$25,000 each. Only one (1) of the two projects can be work performed for JEA. Bidder shall provide valid references for each contract listed.
 - The account references must include the referenced company name, contact person, phone number, email address and a summary of the scope of work provided. JEA will contact and verify the account references.

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

1. REFERENCE

Reference Name _____

Reference Phone Number _____

Reference Company Name _____

Address of Work _____

Reference E-Mail Address _____

Dates of Work/\$ Amount _____

Description of Work _____

2. REFERENCE

Reference Name _____

Reference Phone Number _____

**APPENDIX B - MINIMUM QUALIFICATION FORM
RFQ 95501 RETENTION POND MAINTENANCE**

Reference Company Name _____

Address of Work _____

Reference E-Mail Address _____

Dates of Work/\$ Amount _____

Description of Work _____

3. REFERENCE

Reference Name _____

Reference Phone Number _____

Reference Company Name _____

Address of Work _____

Reference E-Mail Address _____

Dates of Work/\$ Amount _____

Description of Work _____

APPENDIX B – BID FORM
RFQ 95501 RETENTION POND MAINTENANCE
 Submit **Bid Form** along with other required documents in an email to:
 Sherea Harper (harpsb@jea.com)

Company Name: _____

Company's Address _____

Phone Number _____ FAX No: _____ EMAIL Address: _____

BID SECURITY REQUIREMENTS <input checked="" type="checkbox"/> None required <input type="checkbox"/> Certified Check or Bond _____ % \$ _____	TERM OF CONTRACT <input type="checkbox"/> One-Time Purchase <input checked="" type="checkbox"/> Annual Requirements <input type="checkbox"/> Other, Specify
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SAMPLE REQUIREMENTS <input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Bid Opening <input type="checkbox"/> Samples may be required subsequent to Bid Opening	SECTION 255.05, FLORIDA STATUTES CONTRACT BOND <input checked="" type="checkbox"/> None required <input type="checkbox"/> Bond required \$ _____ % of Bid Award
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QUANTITIES <input checked="" type="checkbox"/> Quantities indicated are exacting <input type="checkbox"/> Quantities indicated reflect the approximate quantities to be purchased throughout Contract period and are subject to fluctuation in accordance with actual requirements	INSURANCE REQUIREMENTS <input type="checkbox"/> None required <input checked="" type="checkbox"/> Insurance required
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Quote the following materials **F.O.B.: Jacksonville, FL**

Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES	TOTAL BID PRICE
1	Total Cost for Retention Pond Maintenance (as described in Appendix A – Technical Specifications)	\$ _____ (3 yr) \$ _____ (5 yr) Totals transferred from Appendix B - Workbook

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

Bidder's Certification

By submitting this bid, the bidder certifies that the bidder has read and reviewed all of the documents pertaining to this Request For Quote, that the person signing below is an authorized representative of the Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work. The Bidder also certifies that the Bidder complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Request For Quote.		
We have received addenda _____ through _____	_____ Handwritten Signature of Authorized Officer of Firm or Agent	_____ Date
	_____ Printed Name and Title	