SCOPE OF WORK

The purpose of this Invitation to Negotiate (the "ITN") is to evaluate and select a vendor that can provide fuel tank cleaning, treatment, and testing services (also referred to as the "Work" or "Services").

This contract is executed between JEA and the Contractor to perform services including, but not limited to: Fuel Tank Cleaning, and Treatment and Testing of the diesel fuel within the tanks. The Contractor shall perform cleaning, treatment, and testing of all JEA tanks as listed in Appendix B - Bid Workbook. Tank types shall include, but not be limited to, steel construction, concrete encased construction, stand-alone or sub-base mounted in conjunction with a diesel generator or other diesel-powered equipment. During the two (2) non-cleaning years, each tank shall be treated only. The bid workbook is used to establish pricing and as a guideline, not a guarantee of work. JEA may take action to perform work in house and, thereby, reduce Contractor workload. These specifications are not intended to supersede Federal, State, or local regulations to which the Contractor must comply.

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 PARTS AND PRODUCTS

- 2.1 APPROVAL
- 2.2 MARKUP

PART 3 EXECUTION

- 3.1 GENERAL REQUIREMENTS
- 3.2 RESPONSE TIME
- 3.3 PREPARATORY WORK
- 3.4 ANNUAL TREATMENT
- 3.5 THREE (3) YEAR FUEL TANK CLEANING

PART 1 GENERAL

1.1 **DEFINITIONS**

EPA	Environmental Protection Agency
FDEP	Florida Department of Environmental Protection
ISEB	Jacksonville Small and Emerging Business
NERC	North American Electric Reliability Corporation
PPE	Personal Protective Equipment

1.2 SUBMITTALS

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

SUBMITTAL 01 – TANK CLEANING, TESTING, AND TREATMENT FIELD REPORTS

This document is attached as **Appendix C – Tank Cleaning, Testing and Treatment Field Reports**. The Contractor shall submit treatment reports monthly to the JEA Contract Administrator.

SUBMITTAL 02 - 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 Contractor shall also possess a current business license issued by the City of Jacksonville/Duval County.
- 1.3.2 Contractor shall meet all minimum qualifications as identified in JEA solicitation documents.
- 1.3.3 Contractor will self-perform the work. Subcontracting of work will not be permitted.

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, <u>www.JEA.com</u>.
- 1.4.2 The Contractor must perform the work in strict environmental compliance with applicable standards, specifications, and regulations including EPA, FDEP and Local Environmental Protection Agencies and the Department of Agriculture.
- 1.4.3 JEA reserves the right to add/delete facilities, as required. Pricing for any added sites and/or similar services will be set as specified in the solicitation.
- 1.4.4 Work that does not conform to expected levels of craftsmanship or the specifications shall be redone at Contractor's expense.
- 1.4.5 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.

- 1.4.6 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.
- 1.4.7 The Contractor shall submit invoicing documents annotated on the contractor's letterhead. The invoice (containing company name and address) shall include JEA purchase order and work order numbers. 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 work order number, 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.
- 1.4.8 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.
- 1.4.9 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 bid price provided by the Contractor in the bid workbook.
- 1.4.10 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. The scorecard is attached in Appendix C.

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 Per this Solicitation, the Contractor shall become JEA Safety Qualified prior to beginning actual work at JEA.
- 1.6.2 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.
- 1.6.3 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.
- 1.6.4 Contractor shall maintain a safe work environment at all times.
- 1.6.5 The Contractor shall furnish JEA with material safety data sheets on all chemical products utilized.
- 1.6.6 The Contractor shall also adhere to current JEA Safety and Training regulations at all times.
- 1.6.7 Contract workers are required to wear proper 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.

- 1.6.8 The Contractor shall keep the work area free from accumulation of waste materials or rubbish.
- 1.6.9 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.
- 1.6.10 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 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 If applicable, 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 PARTS AND PRODUCTS

2.1 APPROVAL

2.1.1 JEA Contract Administrator shall approve all parts and products prior to use by the Contractor.

2.2 MARKUP

2.2.1 If ad-hoc supplies not listed on the Response Workbook are required to complete the work the contractor shall call or email the contract administrator requesting prior approval. JEA reserves the right to purchase the required supplies if it is in its best interest to do so.

2.2.2 A receipt from the parts purchase must be attached to invoice to document price paid or charge will be rejected.

2.2.3 Parts numbers must be included in the invoice.

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 Contractor shall provide any and all dust curtains, temporary partitions, walk-off mats or any other barricade or process necessary to keep site clean.
- 3.1.5 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.
- 3.1.6 All work shall meet or exceed applicable building codes.
- 3.1.7 All doors, lids, and gates shall be locked and secured at all times when unattended.
- 3.1.8 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 RESPONSE TIME

- 3.2.1 At the start of the contract, the Contractor shall furnish phone numbers of an office where service management personnel can be contacted by JEA 8:00 AM 5:00 PM, Monday through Friday not including JEA holidays.
- 3.2.2 The Contractor must respond to the JEA Contract Administrator's call within twenty-four (24) hours.

3.3 PREPARATORY WORK

- 3.3.1 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. The Contractor shall provide copies of all local, state and Federal permits required for the work described in this contract to the JEA Contract Administrator.
- 3.3.2 At the request of the JEA Contract Administrator, the Contractor shall provide (at no additional cost to JEA) a sealed clear glass or plastic jar (pint size) of cleaned fuel after each tank cleaning.
- 3.3.3 At the request of the JEA Contract Administrator, The Contractor shall provide (at no additional cost to JEA) a DVD disc of interior video inspection for each tank cleaned.

3.4 ANNUAL TREATMENT

3.4.1 The Contractor shall perform annual testing and inspections of all JEA facilities listed on Appendix B - Bid Workbook and in Appendix C - JEA TANK LIST, which includes the size and schedules for cleaning, testing, and treatment.

- 3.4.2 The Contractor shall utilize the Appendix C Tank Cleaning, Testing, and Treatment Field Report. After inspection, the Contractor shall chemically treat each tank with Hydro Clean, made by Gulf Select.
- 3.4.3 The Contractor shall send the Contract Administrator Appendix C Tank Cleaning, Testing, and Treatment Field Report not later than 7 business days after end of each month. This report shall list all tanks cleaned, treated, and tested and the date completed.
- 3.4.4 In the event that a defect is noted during a service, a scanned copy of the Appendix C Tank Cleaning, Testing, and Treatment Field Report shall be sent to the JEA Contract Administrator within twenty-four (24) hours.
- 3.4.5 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.
- 3.4.6 Contractor shall provide the JEA Contract Administrator required photographic documentation of completed work.
- 3.4.7 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.

3.5 THREE (3) YEAR FUEL TANK CLEANING

- 3.5.1 Contractor shall perform all of the following tasks once every three (3) years for each tank.
- 3.5.1.1 Mobilize to the job site.
- 3.5.1.2 Remove all fill caps, emergency vents and other accessible openings on tank to allow for thorough cleaning.
- 3.5.1.3 Check bottom of tank for free water or condensation.
- 3.5.1.4 Position filtering device as close to the tank as possible.
- 3.5.1.5 Ground Filtering System, if needed.
- 3.5.1.6 Start cleaning procedure by mechanically removing water, micro-biological growth and sludge contamination from diesel storage tanks by cleaning entire bottom of the tank with flexible wands.
- 3.5.1.7 Inspect tank system for damage.
- 3.5.1.8 Fuel will be run through a filter circulating system consisting of three (3) 1 micron bag filters; one (1) .5 micron canister filter; oil and water separation through coalescing unit; and two (2) water absorption filters. The fuel will then be returned to the tank.
- 3.5.1.9 Return tank fittings and other accessories to their original location and re-coat any disturbed coatings.
- 3.5.1.10 Upon completion of the cleaning process, the Contractor shall chemically double treat the fuel with a diesel fuel additive (Hydro Clean) to inhibit the future growth of algae and other microbiological growth. This is completed for all tanks on a three (3) year cycle.
- 3.5.1.11 At the start of the contract, the Contractor shall submit a proposed weather proof tag for use on tanks to show tank information (date cleaned and/or tested/treated, and the Contractor company name). After approval by the JEA Contract Administrator and beginning with first service, the Contractor shall attach this tag to each tank cleaned/inspected/treated.

- 3.5.2 JEA may require additional tank cleaning services on an as required basis at bid price by tank size.
- 3.5.3 The Contractor is responsible for capturing, containing, storing, transporting and disposal of diesel fuel filters, fuel/water contaminants/separators, clean up rags, contaminated fuel and all other associated supplies that are generated from the performance of tank cleaning and/or inspection.
- 3.5.4 For fuel cleaning, the Contractor shall provide the JEA Contract Administrator a written Appendix C - Tank Cleaning, Testing, and Treatment Field Report for each site, clearly stating the name and address of the site, and the results of each test taken. The written Appendix C -Tank Cleaning, Testing, and Treatment Field Report shall be supplemented by an additional report from an independent testing facility for verification of fuel quality and field test results.
- 3.5.5 If the written Appendix C Tank Cleaning, Testing, and Treatment Field Report and/or the independent testing facility report indicate an unacceptable level of sludge, algae, rust, or other microbiological contaminant, or if the fuel quality is unacceptable as determined by the independent testing facility, the Contractor shall perform the cleaning process again at no additional charge to JEA. The independent testing agency shall use the following parameters for their testing reports:
- 3.5.5.1 Flash Point (D93) in degrees F.
- 3.5.5.2 Percent Water (D1796)
- 3.5.5.3 Appearance @ 75F (D4176)
- 3.5.5.4 Microbiological Growth (count per 10 MI)
- 3.5.5.5 Pour Point in degrees F.
- 3.5.5.6 Cloud Point in degrees F.
- 3.5.5.7 Viscosity @ 104F in centistokes (D445)
- 3.5.5.8 Carbon Residue in percent (D 524)
- 3.5.5.9 Sulphur (S) in Per Cent
- 3.5.5.10 Corrosion / ASTM D130
- 3.5.5.11 API Gravity @ 60 F.
- 3.5.5.12 Ignition Quality / Cetene Index #
- 3.5.5.13 Initial boiling point (on fuel phase) 10%, 50%, 90% and End Point
- 3.5.5.14 Residue at End Point in Per Cent
- 3.5.5.15 Color (ASTM D1500)
- 3.5.5.16 Particulate Contamination in Mg/L
- 3.5.5.17 Accelerator Storage Stability (D-5304) Insol./100ml
- 3.5.5.18 Clear and Bright Test per ASTM D4176

APPENDIX B - MINIMUM QUALIFICATION FORM ITN 129-18 FUEL TANK CLEANING, TREATMENT, AND TESTING SERVICES

GENERAL

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

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

THE RESPONDENT SHALL SUBMIT ONE (1) ORIGINAL PROPOSAL, THREE (3) DUPLICATES (HARDCOPIES), AND ONE (1) CD OR THUMB DRIVE.

RESPONDENT 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:

Respondent shall have the following Minimum Qualifications to be considered eligible to submit a Bid in response to this SOLICITATION.

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

• Bidder must have successfully completed at least two (2) similar contracts in diesel fuel tank cleaning, treatment, or testing in the last five (5) years ending September 30, 2018. A similar contract is defined as the cleaning and treating of 150,000 gallons of diesel fuel and 150 above ground diesel fuel storage tanks per contract. The value of each contract referenced must be greater than \$100,000.00. Only one (1) of the two (2) projects can be work performed for JEA. For each required contract reference, the Bidder may alternatively aggregate multiple purchase orders or projects performed for a single customer to meet the similar contract reference requirement.

APPENDIX B - MINIMUM QUALIFICATION FORM ITN 129-18 FUEL TANK CLEANING, TREATMENT, AND TESTING SERVICES

- A similar account is defined as fuel tank services as described in the Technical Specifications stated herein.
- The account references on the Minimum Qualifications Form must include the reference 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.
- Bidder must have at least two (2) full time employees that are able to perform fuel tank services as described in the technical specifications. Evidence of certification(s) must be submitted with the bid by completing the affidavit below.

Affidavit declaring Contractor employees two (2) or more employees trained to services specified in this solicitation.

I declare that the forgoing is true and correct.

Signature

Company Name

Printed Name

Title

Date

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	
	-

APPENDIX B - MINIMUM QUALIFICATION FORM ITN 129-18 FUEL TANK CLEANING, TREATMENT, AND TESTING SERVICES

2. 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 - RESPONSE FORM ITN 129-18 FUEL TANK CLEANING, TREATMENT, AND TESTING SERVICES

Company Name:					
Company	y's Address				
Phone N	umber:	_FAX No:	Email Address:		
License:					
BID SECURITY REQUIREMENTS TERM OF CONTRACT None required One Time Purchase Certified Check or Bond (Five Percent (5%) Annual Requirements Other, Specify - Project Completion				mpletion	
SAMPLE REQUIREMENTS None required Samples required prior to Bid Opening Samples may be required subsequent to Bid Opening Bid Opening Section 255.05, FLORIDA STATUTES CONTRACT BOND					
OUANTITIES INSURANCE REQUIREMENTS Quantities indicated are exacting Insurance required Image: Construct period and are subject to fluctuation in accordance with actual requirements. Insurance required					
	ENT DISCOUNTS	SU	INSHINE LAW ACK	NOWLE	DGEMENT
$\square 2\%$	I % 20, net 30			that in the absence of a	
Item	ENTER	YOUR RESPONSE FOR	R IFB 129-18		TOTAL THREE (3) YEAR RESPONSE PRICE
1	Total Response Price For Fuel Tank Cleaning, Treatment and Testing Services Transfer total Response Price from Appendix B – Response Workbook			g \$	
BIDDERS'S CERTIFICATION					
By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidder's Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation, and that the Bidder is an authorized distributor or manufacturer of the equipment that meets the Technical Specifications stated herein.					

We have received addenda

Handwritten Signature of Authorized Officer of Company or Agent

Date

____ through _____

Printed Name and Title

No mage cannot carrying to distance			
	FUEL TANK CLEANING, TR	EATMENT, AND TESTING FIELD	REPORT
CUSTOMER		DATE	
FACILITY			
ADDRESS			
CITY		STATE	ZIP
CONTACT		PHONE	
TANK #	TYPE OF T	ANK 🗖 AST 🗖 SBT 🗖 UST	OTHER
REASON FOR SER	VICE:		
Maintenanc	e (Cleaning) Inhibi	tor Added: 🔲 YES 🔲	NO
Maintenanc	e (Treatment) Water	r Removed: 🔲 YES 🛛	NO
Maintenanc	e (Testing) Lab A	nalysis Ordered: 🔲 YES	D NO
Fouling Filte	rs		
Water Conta	amination		
Inspection/F	ĒQA		
TANK INFO:	PARTS CONDITION:		/ISUAL FUEL RATING:
Age	Fill Cap	Water	Refinery Fresh
Capacity	Vent	Micro-organisms	Good
Fuel Level	Fill Valve Containment	Sediments	Watch Closely
Material	Manhole Cover	Rust	Advanced Aging/Oxidation
Condition	Gaskets	Sludge	Bad-Not Recommended
		_	Severe Aging-Do Not Use
THIS TANK DOES NOT PA	ASS INSPECTION*		
TANK SHOULD BE CLEAN	NED & FUEL FILTERED	THIS TANK PASSES INSPECT	ION
SAMPLE RECEIVED:		DATE:	
	JEA REPRESENTATIVE		