

REQUEST FOR PROPOSAL (RFP)
FOR PARTICIPATION IN
EMPLOYEE ENGAGEMENT CONSULTING SERVICES
FOR



JACKSONVILLE, FL

JEA REQUEST FOR PROPOSAL NUMBER: 93304

PROPOSAL DUE DATE: JANUARY 10, 2019
PROPOSAL DUE TIME: 12:00 PM EST

PROPOSAL EMAILED TO:
SHEREA HARPER AT
HARPSB@JEA.COM
JEA PROCUREMENT SERVICES

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Solicitation

1. REQUEST FOR PROPOSALS

1.1. INVITATION

1.1.1. SCOPE OF WORK

JEA is seeking a consulting firm (the "Company") to provide multi-year consulting services in support of JEA's strategic initiatives surrounding employee engagement and satisfaction. These services shall include:

- Review data from previous employee internal surveys and develop an updated workplace survey that will detect improvement or decline relative to previous results.
- Conduct an effective employee engagement survey in 2019 and 2021 with the goal of achieving increasing employee participation rates.
- Conduct an effective employee satisfaction survey in 2020 and 2022 with the goal of increasing satisfaction levels across the JEA employee base.
- Provide the first comprehensive, but concise, executive summary report, as well as, all response data (scrubbed of employee identity) by mid-July (no later than July 31, 2019). The second executive summary date will be determined after the conclusion of the 2021 engagement survey.
- Assist JEA management in seeking additional information and feedback for potential improvement actions through 8-10 post-survey employee focus groups.
- Administer localized, small surveys as necessary to further delve into "hot" items that may arise, targeted to a particular business unit.

Additional information can be found in Appendix A – Technical Specifications.

1.1.2. BACKGROUND

JEA owns, operates and manages the electric system established by the City of Jacksonville, Florida in 1895. 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 - REQUEST FOR PROPOSAL

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

Request for Proposals (RFP) Title: Employee Engagement Consulting Services

To obtain more information about this RFP:

Download a copy of the Solicitation, PDF quality drawings (if applicable), and any required forms at jea.com.

JEA RFP Number: 93304

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

Proposal Due Date: January 10, 2019

All Proposals must reference the RFP Title and Number noted above. All Proposals must be made on the appropriate forms as specified within the RFP and emailed to Sherea Harper at HARPSB@JEA.COM.

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

1.1.4. QUESTIONS

All questions must be submitted in writing to the JEA Buyer listed below at least three (3) business days prior to the opening date. Questions received within three (3) business days prior to the opening date will not be answered.

For Procurement Related Questions:

Buyer: SHEREA HARPER
E-mail: HARPSB@JEA.COM

For Technical Questions:

Contact: DAVE JOLLEY
E-mail: JOLDR@JEA.COM

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION (RFP)

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

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

- Proposer must designate the Lead Consultant who will serve as the primary representative for JEA. The Proposer shall provide two (2) account references where the Lead Consultant being proposed for JEA's contract was also the lead consultant on the referenced work. References should cover work within the last five (5) years ending

December 31, 2018. The account references provided should be similar to the scope of work required for this RFP.

- A similar account is defined as an employee engagement consulting services as described in Appendix A - Technical Specifications.
- The account references must include the reference company name, contact person, phone number, email address and a summary of the scope of work provided, and the name of the Lead Consultant utilized by the Proposer to service the account. JEA will contact and verify the account references.

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

1.2.2. REQUIRED FORMS TO SUBMIT WITH PROPOSAL

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

The following forms are required to be submitted:

- Company's Proposal
- Minimum Qualifications Form - This form can be found in Appendix B of this Solicitation
- Proposal Form - This form can be found in Appendix B of this Solicitation

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

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

- Conflict of Interest Certificate Form - This form can be found on JEA.com
- List of Jacksonville Small and Emerging Businesses (JSEB) Certified Firms (if applicable) - This form can be found on JEA.com
- List of Subcontractors (if applicable) - This form can be found on JEA.com
- Insurance Certificate
- W-9
- Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)
- Any technical submittals as required by the Technical Specifications

1.2.3. BASIS OF AWARD – HIGHEST EVALUATED PROPOSER

JEA will Award this Contract to the highest evaluated Proposer(s) whose Proposal meets or exceeds the Minimum Qualifications set forth in this Solicitation, and the Proposal that is evaluated by JEA.

1.3. EVALUATION METHODOLOGY

1.3.1. EVALUATED PROPOSAL

JEA will use the "Selection Criteria" listed below to evaluate the Proposals. JEA may make its Award decision based solely upon the information submitted in the Proposals. JEA may also choose to have one or more Proposer make presentations to representatives of JEA. It is always in the best interest of the Proposer to provide informative, concise, well-organized technical and business information relative to the Work, in both the initial submittal of its Proposal and in any subsequent submittals. **Please note, JEA may reject Proposals that request material changes or take exceptions to JEA commercial terms and conditions.** Material changes to the commercial terms and conditions can only be made by JEA prior to opening of the Proposals.

Proposals will be scored and ranked by a committee of one (1) to Five (5) evaluators consisting of JEA's staff. Each evaluator will individually score the Proposals using the evaluation matrix attached to this Solicitation. Using these scores, each evaluator will rank the Proposals using "1" for the Proposal receiving the highest number of points from the matrix. Proposals with an equal number of points will receive the same numerical ranking. JEA will total the numerical rankings for each Proposal and consider the Proposal with the lowest total to be the most highly qualified Proposal. Any tie will be broken using the total of the matrix scores of all evaluators.

1.4. SELECTION CRITERIA

1.4.1. QUOTATION OF RATES (35 POINTS)

The Proposer shall provide a lump sum price for completion of the project as specified in the Technical Specifications by completing the information below. The lump sum price submitted by the Proposer shall be all inclusive and shall include all work, travel, profit, taxes, benefits, and all other overhead items, including photocopy and report preparation fees, if applicable.

Please note, the rate quoted by the Proposer must be firm, and not an estimate. ANY MODIFICATIONS, EXCEPTIONS, OR OBJECTIONS CONTAINED WITHIN THE PROPOSAL FORM SHALL SUBJECT THE PROPOSAL TO DISQUALIFICATION.

Annual Employee Survey \$ _____ X four (4) years \$ _____
Annual Lump Sum Price Total for Contract Term

1.4.2. PROFESSIONAL EXPERIENCE AND LOCATION OF PROFESSIONAL PERSONNEL (20 Points)

The Proposer shall provide the resume of the **Lead Consultant** available to work on the JEA engagement. **This Lead Consultant shall be the same consultant who is identified for the minimum qualification reference checks.**

At minimum, the resume shall present the employee's name, title, work location, availability, years of service with the company, applicable professional registrations, education, and work experience. The resume shall be no more than two (2) pages in length, single sided, and on 8.5" by 11" sized paper. If the resume contains more than two (2) pages, only the information contained on the first two (2) pages will be evaluated by JEA.

1.4.3. PAST PERFORMANCE/COMPANY EXPERIENCE (10 Points)

The two (2) customer references provided in the Minimum Qualifications section of this RFP will be scored for points in this section.

1.4.4. ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE CONSULTING REQUIREMENTS (35 Points)

Describe in your own format the Proposer approach to provide the services described in the Scope of Work. Describe the approach to how your firm will manage the engagement. The description shall provide a comprehensive consulting services design approach and proposed work plan, and explain how the Proposer intends to manage the engagement.

The work plan should include:

- The Proposer's approach to developing and designing the employee survey;
- Proposers shall describe the proposed survey procedures including the web portal and software;
- Proposers shall describe the survey administration process;
- The Proposer's approach to analyzing the survey data and presentation of the results;
- Proposer shall provide details on how it will conduct focus groups and how survey feedback will be presented including suggested action plans and industry best practices.

Please use your own form for this section. The approach to consulting services is limited to a maximum of three (3) pages.

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

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

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

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

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

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

Rita Scott
JSEB Manager
JEA
(904) 665-6257
scotrl@jea.com

1.6. TIE

In the event of a tie score, the tie shall be resolved in accordance with JEA's Procurement Code.

1.7. GENERAL INSTRUCTIONS TO PROPOSERS

1.7.1. NUMBER OF CONTRACTS TO BE AWARDED

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

1.7.2. START OF WORK

Upon Award JEA will present the successful Proposer with the Purchase Order which shall serve as the Contract. If the Company fails to act on a JEA-issued Purchase Order (PO), JEA may cancel the Award with no further liability to the Company, retain the bid security or bond (if applicable), and Award to the next-ranked company.

1.7.3. ADDENDA

JEA may issue Addenda prior to the Proposal Due date to revise, in whole or in part, or clarify the intent or requirements of the RFP. The Proposer shall be responsible for ensuring it has received all Addenda prior to submitting its Proposal and shall acknowledge receipt of all Addenda by indicating where requested on the Proposal Form. JEA will post Addenda online at jea.com. Proposer will receive an email from the JEA Buyer with any Addenda or a Proposer may obtain Addenda from the JEA website.

All Addenda will become part of the RFP and any resulting Contract Documents. It is the responsibility of each Company to ensure it has received and incorporated all Addenda into its Proposal. **Failure to acknowledge receipt of Addenda may be grounds for rejection of a Proposal.**

1.7.4. CONFLICT OF INTEREST

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

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

1.7.5. SUNSHINE LAW

General.

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

IF A PROPOSER 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:

JEA

Attn: Public Records

21 West Church Street

Jacksonville, Florida 32202

Ph: 904-665-8606

publicrecords@jea.com

Redacted Submissions

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

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

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

1.8. CONTRACT TERMS AND CONDITIONS

1.8.1. 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."

1.8.1. ACCEPTANCE

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

1.8.1.1. ADDENDUM/ADDENDA

A written change or changes to the Solicitation (also referred to as a Request for Quote) 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.

1.8.1.2. AWARD

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

1.8.1.3. ANNIVERSARY DATE

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

1.8.1.4. COMPANY

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

1.8.1.5. CONTRACT AMOUNT

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.

1.8.1.6. CONTRACT DOCUMENTS

Contract Documents, also referred to as the "Contract" means the executed Contract (if applicable), all Solicitation documents including all Addenda and Technical Specifications, Company's Proposal Documents, and Purchase Orders executed by JEA.

1.8.1.7. INVOICE

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

1.8.1.8. TERM

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

1.8.1.9. UNIT PRICES

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

1.9. TERM & TERMINATION

1.7.1. TERM OF CONTRACT – DEFINED DATES

The Contract shall commence on the effective date, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for four (4) years, (the "Initial Term"), or until the Contract's Maximum Indebtedness is reached, whichever occurs first. It is at JEA's sole option to renew the Contract for one (1) optional one (1) year renewal.

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

1.9.1. 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.

1.7.3 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.

1.10. PAYMENT TERMS

1.10.1. PAYMENT METHOD - PROFESSIONAL SERVICES

For individual tasks or services, the Company shall submit an Invoice to JEA upon successful completion and JEA Acceptance of the individual tasks or services.

For reoccurring tasks or services, the Company shall submit an Invoice to JEA **weekly** upon successful completion and JEA's Acceptance of the reoccurring task or services that occurred during that month.

JEA may elect to make a partial payment or no payment if JEA determines, at its sole discretion, and after due consideration of relevant factors, that either all, or part of the task being invoiced is not in accordance with the Contract Documents.

1.10.2. INVOICING AND PAYMENT TERMS

The Company shall submit all Invoices in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to the following email address:

ACCTPAYCUSTSRV@JEA.COM, or if the Company does not have email capability, it can mail hard copies to: 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 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 Respondent the revised amount within ten (10) days.

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

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

1.11. INSURANCE & INDEMNIFICATION REQUIREMENTS

1.11.1. INSURANCE REQUIREMENTS

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

Workers' Compensation

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

Commercial General Liability

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

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

Professional Liability

Errors & Omissions; Insurance Limits: \$3,000,000 each claim and \$6,000,000 annual aggregate.

Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$2,000,000 each occurrence and annual aggregate.

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

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

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

1.11.2. INDEMNIFICATION (JEA STANDARD)

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

1.11.3. INDEMNIFICATION-RELEASE OF JEA CUSTOMER INFORMATION

Company indemnifies, defends and holds JEA harmless from any and all claims associated with the unwarranted disclosure of any JEA customer information that is in its possession either in paper or electronic format, including disclosure caused by theft, electronic system malfunction, negligence, or any other cause for the information to become public or otherwise used for malicious intents.

1.12. DATA PROTECTIONS

1.12.1. DATA OWNERSHIP, PROTECTION AND LOCATION

JEA shall own all right, title and interest in all data of JEA and JEA's customers that is related to the services provided by the Company under the Contract. The Company shall only access JEA's data and JEA's customer's accounts and data (1) in the course of providing the services contemplated by the Contract, (2) in response to service or technical issues, (3) as required by the express terms of the Contract or (4) at JEA's written request.

Protection of personal privacy and data shall be an integral part of the services to be provided by the Company under the Contract to ensure that there is no inappropriate or unauthorized use of data of JEA or JEA's customers at any time. The Company shall safeguard the confidentiality, integrity and availability of all data of JEA and its customers and comply with the following conditions:

- a. The Company shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non- Public Data. For purposes of the Contract, "Personal Data" shall mean data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information: government-issued identification numbers {e.g., Social Security, Driver's license, passport}; financial account information, including account number, credit or debit card numbers; or protected health information relating to a person. Non-Public Data means data, other than Personal Data, that is not subject to distribution to the public as public information and is deemed to be sensitive and confidential because it is exempt by statute, ordinance or administrative rule from access by the general public as public information.
- b. All data obtained by the Company under the Contract shall become and remain the property of JEA.
- c. All Personal Data and Non-Public Data shall be encrypted at rest and in transit with controlled access.
Unless otherwise agreed in writing between JEA and Company, Company shall be responsible for encryption of the Personal Data and Non-Public Data.
- d. At no time shall any Personal Data or Non-Public Data of JEA or its customers be copied, disclosed or retained by the Company or any party related to the Company for subsequent use in any transaction that is not a part of the services to be provided under the Contract

- e. The Company shall not use any Personal Data, Non-Public Data or any other information collected in connection with the Contract or this Solicitation for any purpose other than providing the services to be provided under the Contract.

The Company will prevent employees of the Company other than employees with a need to know from gaining access to JEA's data and information. The Company will direct and take all reasonable steps to insure that any Company employee who encounters any such information during the course of performing the Company's responsibilities under the Contract Documents shall maintain the confidentiality of such information, which shall not be passed onto other Company employees or any other person. The Company shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of JEA data to that which is absolutely necessary to perform job duties.

The Company shall provide its services to JEA and JEA's customers solely from data centers in the United States. Storage of JEA data at rest shall be located solely in data centers in the United States. The Company shall not allow its personnel or its subcontractors to store JEA and JEA's customer data on portable devices, including personal computers, except for devices that are used and kept only at its data centers in the United States. The Company shall permit its personnel and subcontractors to access JEA's and JEA's customer data remotely only as required to provide technical support.

The Company shall deploy reasonable steps and safeguards as part of a network security program in accordance with accepted industry practices including but not limited to Purchasing Card Industry - Data Security Standards (PCI-DSS), to prevent unlawful hacking to gain surreptitious access into JEA's and JEA's customer data. The Company shall promptly notify JEA of any breaches or issues regarding the security of Systems that maintain JEA data or JEA's data, provided. However, that any such notification by the Company shall not affect Company's obligations to secure JEA's data as provided under the Contract Documents.

The Company shall notify JEA within six (6) hours if it learns that data of JEA or JEA's customers has been, or may have been, the subject of a Security Incident of any kind which may compromise data of JEA or its customers. In any such event, the Company shall (1) investigate the incident and provide a report to JEA within twenty-four (24) hours; (2) conduct a forensic investigation to determine a cause and what data/systems are implicated; (3) provide daily updates of its investigation to JEA and permit JEA reasonable access to the investigation; (4) communicate and cooperate with JEA concerning communications with outside parties such as law enforcement and media; (5) cooperate with JEA in determining whether and how notices, if any, will be provided to JEA's customers, and the content of any such notices, and (6) take commercially reasonable measures to address the possible Security Incident in a timely manner in accordance with all applicable laws and regulations. The term "Security Incident" means the potentially unauthorized access by non-authorized persons to Personal Data or Non-Public Data that the Company believes could reasonably result in the use, disclosure or theft of unencrypted Personal Data or Non-Public Data of JEA or its customers within the possession or control of the Company.

If a Data Breach with respect to Personal Data has occurred, the Company shall promptly implement necessary remedial measures and document responsive actions taken related to the Data Breach,

including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary. If a Data Breach is a result of the Company's breach of its contract obligation to encrypt Personal Data or otherwise prevent the release of Personal Data or the Company's failure to comply with any of the security requirements contained in the Contract, the Company shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state or federal law; (4) a website or toll-free number and call center for affected individuals required by state law and (5) Completing all corrective actions as reasonably determined by the Company based on the root cause. The term "Data Breach" means the unauthorized access by a non-authorized person or persons that results in the use, disclosure or theft of the unencrypted Personal Data of JEA or JEA's customers.

1.12.2. DATA OBLIGATIONS ON TERMINATION OR SUSPENSION OF SERVICE

In the event of a termination of the Contract, the Company shall implement an orderly return of JEA's data in a mutually agreeable format at a time agreed to by JEA and the Company and the subsequent secure disposal of all JEA data. During any period of service suspension, the Company shall not take any action to intentionally erase any data of JEA or its customers. In the event of termination of any services or the Contract in its entirety, the Company shall not take any action to intentionally erase any data of JEA or its customers except as mutually agreed upon in writing by the Company and JEA. The Company shall securely dispose of all requested data in all its forms.

1.13. WARRANTY (PROFESSIONAL SERVICES)

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

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

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

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

The Company warrants that all items provided under the Contract shall be in accordance with the requirements of this Contract and services shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry. The Company warrants that the Work will meet the functional and performance requirements defined in the Contract.

The Company warrants all Work for a period of one year following Acceptance of the Work. If any failure to meet the foregoing warranty appears within one year after Work is Accepted, the Company shall again perform the Work directly affected by such failure at the Company's sole expense.

1.13. TRANSITION SERVICES

At any time prior to the date the Contract expires or terminates for any reason (the “Termination Date”), JEA may request Company to provide reasonable transition assistance services (“Transition Assistance”). Company will provide such Transition Assistance until such time as JEA notifies the Company that JEA no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date.

Transition Assistance shall mean any services, functions or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service contractor (either JEA itself or a third party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by JEA, those third parties shall cooperate with Company in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Company.

Transition Assistance rendered before the Termination Date shall be provided at no additional cost to JEA. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Company charges to government entities for comparable services; provided however, that if JEA terminates the Contract because of a breach by Company, then (i) the Transition Assistance shall be provided at no cost to JEA, and (ii) JEA will be entitled to any other remedies available to it under law. Company may withhold Transition Assistance after the Termination Date if JEA does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Company in accordance with the invoicing and payment provisions of the Contract.

1.14. ORDER OF PRECEDENCE

JEA will generally consider this precedence of the Contract Documents in resolving any conflict, error, or discrepancy:

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

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

1.16. FORMS (APPENDIX B)