# Welcome to the JEA Awards Meeting

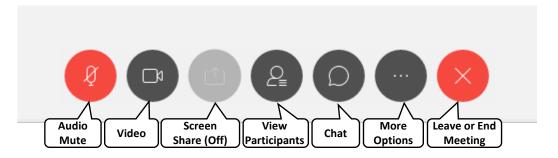
You have been joined to the meeting with your audio muted by default.

We will unmute your lines during the public comment time and provide opportunity for you to speak.

During the meeting, interested persons can also email Lynn Rix at rixlw@jea.com to submit public comments to be read during the meeting regarding any matter on the agenda for consideration. Public comments by e-mail must be received no later than 9:00 a.m. to be read during the public comment portion of the meeting.

Please contact Lynn Rix by telephone at (904) 665-8621 or by email at rixlw@jea.com if you experience any technical difficulties during the meeting.

Below is a summary of the meeting controls you will see at the bottom of your screen.



### AWARDS COMMITTEE AGENDA

DATE: Thursday, November 19, 2020

TIME: 10:00 A.M.

PLACE: JEA, Customer Center, Bid Office, 1st Floor, 21 West Church Street, Jacksonville, FL 32202

OR

WebEx/Teleconference

WebEx Meeting Number (access code): 160 199 4252

WebEx Password: pxP6CqUSt63

### **Public Comments:**

### Awards:

- 1. Approval of the minutes from the last meeting (11/05/2020).
- 2. Request approval for a change order for Network Protectors for JEA Inventory Stock in the amount of \$481,033.00 for a new not-to-exceed total of \$1,602,418.00, subject to the availability of lawfully appropriated funds.
- 3. Request approval to award a contract amendment increase to Gate Fleet Services for Fuel Supply, Fuel Cards, & Related Services in the amount of \$2,246,568.11, for a new total not-to-exceed amount of \$6,756,541.22, subject to the availability of lawfully appropriated funds.
- 4. Request approval to award a three and a half (3.5) month contract renewal to CLEAResult Consulting, LLC for Solar Battery Customer Rebate Program in the amount of \$330,101.40, for a not-to-exceed amount of \$1,210,101.40, subject to the availability of lawfully appropriated funds.
- 5. Request approval to award a sole source award to CBRE, Inc. for Owner's Representative Services for the proposed JEA Hardened Facility for a not-to-exceed amount of \$303,978.00, subject to the availability of lawfully appropriated funds. The duration of the assignment should be through project completion.
- 6. 080-20 Request approval to award a contract to Kudzue 3 Trucking, Inc. for Southside Service Center (SSSC) Asphalt Paving Improvements in the amount of \$447,583.62, subject to the availability of lawfully appropriated funds.
- 7. Request approval to award a contract amendment to Garney Companies, Inc. for CMAR Services for the Bartram/US 1 and Cecil Field Water Main projects in the amount of \$3,967,259.00 for a new not-to-exceed amount of \$13,524,620.73, subject to the availability of lawfully appropriated funds.
- 8. Request approval for payment to Nassau County for the William Burgess Water Main Extension project engineering services in the amount of \$133,345.00, subject to the execution of the MOU and the availability of lawfully appropriated funds.

- 9. 093-20 Request approval to award a contract to Henkels & McCoy Inc for construction services for circuit 915 in the amount of \$1,540,457.58, subject to the availability of lawfully appropriated funds.
- 10. Request approval to award a contract to Solid State Controls LLC, DBA Ametek Solidstate Controls for the supply of four UPS systems for BBGS in the amount of \$313,252.00, subject to the availability of lawfully appropriated funds.
- 11. Request approval to award a change order to Oracle, Inc. for Oracle CAMS Unifier project related staffing changes, additional interfaces, and Oracle managed services in the amount of \$189,510.00, for a new not-to-exceed amount of \$1,354,713.00, subject to the availability of lawfully appropriated funds.
- 12. Request approval to award a one (1) year proprietary award to Oracle America Inc. for maintenance and support services for Oracle E-Business Suite (EBS), Oracle Databases and Middleware in the amount of \$2,895,506.84, subject to the availability of lawfully appropriated funds.
- 13. **DEFERRED** 084-20— Request approval to award a contract to Insituform Technologies, LLC for construction services for Cured-In-Place Pipe (CIPP) Unit Price Construction projects in the amount of \$1,500,000.00, subject to the availability of lawfully appropriated funds..
- 14. Request approval for an emergency change order to the Mayo Clinic Florida for COVID-19 Return to Work Testing in the amount of \$86,464.00, subject to the availability of lawfully appropriated funds.
- 15. Request approval for a sole source award to Beaches Energy Services in the amount of \$235,000.00, Clay Electric Cooperative Inc. in the amount of \$16,000.00, Florida Power & Light Co. in the amount of \$672,546.00 and St. Johns County Utility Department in the amount of \$355,000.00 for electric utility services, for a not-to-exceed total of \$1,278,546.00, subject to the availability of lawfully appropriated funds.

**Informational Items:** N/A

**Open Discussion:** N/A

**Public Notice:** N/A

**General Business:** N/A

SPECIAL NOTES: Copies of the above items are available in JEA Procurement, if needed for review. If a person decides to appeal any decision made by the Awards Committee, with respect to any matter considered at this meeting, that person will need a record of the proceedings, and, for such purpose, needs to ensure that a verbatim record of the proceedings is made, which record includes the evidence and testimony upon which the appeal is to be based. If you have a disability that requires reasonable accommodations to participate in the above meeting, please call 665-8625 by 8:30 a.m. the day before the meeting and we will provide reasonable assistance for you.

## 11-19-2020 Awards Committee

Award #	Type of Award	Business Unit	Estimated/ Budgeted Amount	<u>Amount</u>	<u>Awardee</u>	<u>Term</u>	<u>Summary</u>
1	Minutes	N/A	N/A	N/A	N/A	N/A	Approval of minutes from the 11/05/2020 meeting.
2	Change Order	McElroy	N/A	\$481,033.00	Cooper Power Systems, LLC	Five (5) Years	Network Protectors for JEA Inventory Stock  The estimated contract spend details are below:  • FY21: \$374,996.00  • FY22-FY25: \$106,037.00  Original Amount: \$1,121,385.00 Change Order: \$481,033.00 NTE: \$1,602,418.00
3	Contract Amendment	McElroy	\$2,246,568.11	\$2,246,568.11	Gate Fleet Services	Five (5) Years w/One (1) – 1 Yr. Renewal	Joint Agency Fuel Supply, Fuel Cards, & Related Services  The estimated contract spend details are below:  • FY21: \$1,225,400.79  • FY22: \$1,021,167.32  Original Amount: \$1,440,801.63 Contract Increase #1: \$3,069,171.48 Contract Increase #2: \$2,246,568.11 NTE: \$6,756,541.22
4	Renewal	Dugan	\$500,000.00	\$330,101.40	CleaResult Contracting, LLC	One (1) Year w/Three (3) One (1) Year Renewals	Solar Battery Customer Rebates  The estimated contract spend details are below:
5	Sole Source	McElroy	N/A	\$303,978.00	CBRE, Inc.	Project Completion	Owner's Representative Services for JEA Hardened Facility  The estimated contract spend details are below:  • FY21: \$156,078.00  • FY22: \$147,900.00  • NTE: \$303,978.00
6	Invitation to Bid (IFB) – 4 bidders	McElroy	\$780,000.00	\$447,583.62	Kudzue 3 Trucking, Inc.	Project Completion (Expected: May 28, 2021)	Southside Service Center (SSSC)  Asphalt Paving Improvements The contract spend details are below:  NTE: \$447,583.62
7	Contract Amendment	Vu	\$4,926,642,00	\$3,967,259.00	Garney Companies, Inc.	Project Completion (Expected: March 2022)	Construction Management-at-Risk (CMAR) Services for the Bartram/US 1 and Cecil Field Water Main Projects  Request a contract amendment for the GMP for the Cecil Field Water Main.  Original Award: \$133,252.00 Contract Amendment #1: \$8,587,658.85

# 11-19-2020 Awards Committee

							Contract Amendment #2: \$836,450.88 This Award: \$3,967,259.00
8	Joint Project	Vu	\$135,000.00	\$133,345.00	Nassau County	Project Completion (Estimated: March 2021)	NTE: \$13,524,620.73  Nassau County MOU - Engineering Services for William Burgess Blvd. 16" Water Main Extension  Request approval of payment for engineering services to Nassau County per the terms of the MOU. FY21: \$133,345.00
9	Invitation for Bid (IFB) – 4 Bidders	Erixton	\$1,330,785	\$1,540,457.58	Henkels & McCoy	Project Completion (Est. March 2021)	Circuit 915 Partial Rebuild Setting of three (3) new spun concrete transmission poles, five (5) new steel transmission poles, and five (5) new vibratory steel caisson foundations. Work will also include the re-framing of one (1) existing spun concrete transmission pole and one (1) existing wooden H-frame transmission structure.  FY 21 - \$1,540,457.58
10	Standard	Erixton	\$313,252.00	\$313,252.00	Ametek Solidstate Controls Inc.	Project Completion (Est. Sept 2021)	Brandy Branch Battery UPS Replacement B50, B51, B52 & B53  Replacing the obsolete and outdated UPS systems for units 50, 51, 52 and 53 which are at end of life (20 years of service) with Ametek equipment.  FY21 - \$313,252.00
11	Change Order	Datz	\$2,000,000.00	\$189,510.00	Oracle, Inc.	Project Completion	Capital Asset Management Software (CAMS) Unifier Purchase, Implementation and Training  The estimated contract spend details are below:  • FY20: \$1,165,203.00  • FY21: \$189,510.00  • NTE: \$1,354,713.00
12	Proprietary	Datz	\$3,800,000.00	\$2,895,506.84	Oracle America, Inc.	One (1) Year	Oracle E-Business Suite (EBS), Oracle Databases, Middleware Maintenance and Support  The estimated contract spend details are below:  • FY21: \$2,895,506.84  • NTE: \$2,895,506.84
13 - Defer	Defer	Defer	Defer	Defer	Defer	Defer	Defer
14	Emergency	Emanuel	N/A	\$86,464.00	Mayo Clinic Florida	Six Months w/ no Renewals	COVID-19 Return to Work Testing The estimated contract spend details are below:

# 11-19-2020 Awards Committee

							• FY21: \$86,464.00
				\$235,000.00	Beaches Energy Services		
15	Sole Source	McElroy	\$1,288,146.00	\$16,000.00	Clay Electric Cooperative, Inc.	Project Completion	Non-JEA Electric Utilities  The estimated contract spend details
	Sole Source	in Eliney	\$1,200,1 To.00	\$672,546.00	Florida Power & Light		are below:  • FY21: \$1,278,546.00
				\$355,000.00	St Johns County Utility Department		
Total Award				\$14,213,604.55			

# JEA AWARDS COMMITTEE NOVEMBER 5, 2020 MEETING MINUTES

The JEA procurement Awards Committee met on November 5, 2020, in person with a WebEx option

WebEx Meeting Number (access code): 160 199 4252

WebEx Password: pxP6CqUSt63

Members in attendance were Jenny McCollum as Chairperson, Laure Whitmer as Budget Representative, Lawsikia Hodges as Office of General Counsel Representative; with Steve Tuten, Joe Orfano, Stephen Datz, Wayne Young, and Alan McElroy as voting Committee Members.

Chair McCollum called the meeting to order at 10:01 a.m., introduced the Awards Committee Members, and confirmed that there was a quorum of the Committee membership present.

### **Public Comments:**

Chair McCollum recognized the public comment speaking period and opened the meeting floor to public comments. No public comments were provided by email, phone or videoconference.

### Awards:

Chair McCollum verbally presented the Committee Members the proposed October 29, 2020 minutes contained in the board packet.

**MOTION:** Alan McElroy made a motion to approve the October 29, 2020 minutes (Award Item 1). The motion was seconded by Wayne Young and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 3-8:

- 2. **DEFERRED** Request approval to award a three and a half (3.5) month contract renewal to CLEAResult Consulting, LLC. for Solar Batter Customer Rebate Program in the amount of \$330,101.40, for a not-to-exceed amount of \$1,210,101.40, subject to the availability of lawfully appropriated funds.
- 3. Request approval to award a change order and one (1) year renewal to AT&T for Telephony, Network, Internet & Telecommunications Services in the amount of \$986,209.63, for a new not-to-exceed amount of \$4,867,826.92 subject to the availability of lawfully appropriated funds.

**MOTION:** Alan McElroy made a motion to approve Award Item 3 as presented in the board packet. The motion was seconded by Stephen Datz and approved unanimously by the Awards Committee (5-0).

4. Request approval of purchase from Jacksonville University in the amount of \$95,000.00 and OLT II, Inc. in the amount of \$150,000.00 for a not-to-exceed amount of \$245,000.00 for the subject property - Real Estate Purchase, subject to the availability of lawfully appropriated funds.

**MOTION:** Stephen Datz made a motion to approve Award Item 4 as presented in the board packet. The motion was seconded by Steve Tuten and approved unanimously by the Awards Committee (5-0).

5. Request approval to award a Contract Increase to The Davey Tree Expert, for construction services for Time and Material vegetation management in the amount of \$1,600,000.00 for a new not-to-exceed amount of \$2,892,782.55, subject to the availability of lawfully appropriated funds.

**MOTION:** Alan McElroy made a motion to approve Award Item 5 as presented in the board packet. The motion was seconded by Wayne Young and approved unanimously by the Awards Committee (5-0).

6. Request approval to award Petticoat-Schmitt Civil Contractors, Inc. a contract for construction services for the Pages Dairy Rd. - Felmor Rd. to Chester Ave. – Transmission Water Main project in the amount of \$2,421,911.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Joe Orfano made a motion to approve Award Item 6 as presented in the board packet. The motion was seconded by Steve Tuten and approved unanimously by the Awards Committee (5-0).

7. Request approval to award England-Thims & Miller Inc a contract for construction engineering and inspection services for the Pages Dairy Rd. - Felmor Rd. to Chester Ave. – Transmission Water Main project in the amount of \$507,050.28, subject to the availability of lawfully appropriated funds.

**MOTION:** Wayne Young made a motion to approve Award Item 7 as presented in the board packet. The motion was seconded by Alan McElroy and approved unanimously by the Awards Committee (5-0).

8. Request approval to award a contract to the developer, E-Town Development, Inc., in the amount of \$1,681,203.00 for construction by John Woody, Inc., of the Apex Trail Extension utilities project subject to the availability of lawfully appropriated funds.

**MOTION:** Stephen Datz made a motion to approve Award Item 8 as presented in the board packet. The motion was seconded by Steve Tuten and approved unanimously by the Awards Committee (5-0).

9. **DEFERRED** - Request approval to award a contract amendment to Garney Companies, Inc. for CMAR Services for the Bartram/US 1 and Cecil Field Water Main projects in the amount of \$3,967,259.00 for a new not-to-exceed amount of \$13,524,620.73, subject to the availability of lawfully appropriated funds.

formational	

No informational items were presented to the Awards Committee.

Ratifications:

No ratifications were presented to the Awards Committee for consideration.

**Public Comments:** 

No additional public comment speaking period was taken.

Adjournment:

Chair McCollum adjourned the meeting at 10:36 a.m.

NOTE: These minutes provide a brief summary only of the Awards Committee meeting. For additional detail regarding the content of these minutes or discussions during the meeting, please review the meeting recording. The recording of this meeting as well as other relevant documents can be found at the link below: https://www.jea.com/About/Procurement/Awards Meeting Agendas and Minutes/



### Formal Bid and Award System

Award #2 November 19, 2020

**Type of Award Request:** CHANGE ORDER

Request #: 29

**Requestor Name:** Keeler, Jessica **Requestor Phone:** (904) 665-6403

**Project Title:** Network Protectors for JEA Inventory Stock

**Project Number:** Multiple **Project Location:** JEA

Funds: Inventory Blanket

**Award Estimate:** \$481,033.00

**Scope of Work:** 

The purpose of this Agreement is to provide Network Protectors for JEA Inventory stock, which are special self-contained air breaker or switching units that have a full complement of current, potential and control transformers, as well as relay functionality. The primary purpose of the Network Protectors is to enable the paralleling of two or more primary feeders on the same low voltage bus.

JEA IFB/RFP/State/City/GSA#: 98454

**Purchasing Agent:** Roddy, Colin Patrick

**Is this a Ratification?:** No

### **RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
COOPER POWER SYSTEMS, LLC	Richard Delizza	richardd@electricsalesinc.com	1319 Lincoln Ave, Waukesha, WI 53186	954-279- 2015	\$481,033.00

**Amount of Original Award:** \$1,121,385.00 **Date of Original Award:** 02/06/2020 **Change Order Amount:** \$481,033.00 **New Not-To-Exceed-Amount:** \$1,602,418.00 **Length of Contract/PO Term:** Five (5) Years Begin Date (mm/dd/yyyy): 02/06/2020 End Date (mm/dd/yyyy): 02/05/2025 **Renewal Options:** No Renewals

**JSEB Requirement:** N/A – No JSEB Available

### **Background/Recommendations:**

Originally bid and approved by the Awards Committee on 02/06/2020 to Eaton Corporation in the amount of \$1,121,385.00 as a Standards purchase. The original award item is attached for reference. A contract assignment was processed on 07/30/20 from Eaton Corporation to Cooper Power Systems, LLC, which is a wholly owned subsidiary of Eaton. The contract assignment is also attached for reference.

This request is to add two (2) additional network protectors to the contract agreement, which will be used in tandem with submersible network transformers. The differences between the new submersible network protectors and the previous "dust proof" network protectors are primarily driven by their application. In areas prone to flooding, a submersible protector must be built such that it remains operational even if the vault fills with water. To accomplish this, Cooper Power Systems utilizes more robust materials and sealing mechanisms as described below.

- The thickness of the steel doubles
- The seals on the case are machined, so they will accept higher pressures
- Utilizes round gaskets in place of a standard flat gasket
- The entire protector is assembled and subjected to a pressure decay test to insure high performance

Based on these factors, this request is for a change order to add the additional items to the contract and additional funding in the amount of \$481,033.00, to cover the min/max inventory requirements for the remaining term of the contract.

Request approval for a change order for Network Protectors for JEA Inventory Stock in the amount of \$481,033.00, for a new not-to-exceed total of \$1,602,418.00, subject to the availability of lawfully appropriated funds.

<b>Director:</b> McCollum, Jenny – Director, Procurement Service <b>VP:</b> McElroy, Alan – Interim Chief Supply Chain Offi					
APPROVA	ALS:				
Chairman	, Awards Committee	Date			
Budget Re	presentative	 Date			

**Manager:** Pearson, Kenny – Procurement Category Manager

Current NTE	\$1,121,385.00						
Change Order Amount	\$481,033.00						
Known Cash Outlays - FY21	\$374,996.00						
Unknown Cash Outlays	\$106,037.00						
New NTE	\$1,602,418.00						
JEA Item ID	Item Description	Mfg Name Mfg Part Number	UOM	Estimated Usage	Lead Time	Quoted Unit Price	Proposed Bid Price
PROTRO06	PROTECTOR (SUBMERSIBLE), NETWORK TRANSFORMER, 3 PHASE, 1875 AMPERE RATING, 1000/1500 KVA, 480Y/ 277 VOLTAGE, TO BE SUPPLIED WITH A SCADA RELAY INSTALLED IN PROTECTOR, ONLY PAIRED WITH TRALC003, 004, 005	EATON PER SPECIFICATION	EA	4	17 Weeks	\$49,152.00	\$196,608.00
PROTR007	o PROTECTOR (SUBMERSIBLE), NETWORK TRANSFORMER, 3 PHASE, 2825 AMPERE RATING, 1500/2250 KVA, 480Y/ 277 VOLTAGE, TO BE SUPPLIED WITH A SCADA RELAY INSTALLED IN PROTECTOR, ONLY PAIRED WITH TRALCOO3, 004, 005	EATON PER SPECIFICATION	EA	5	18 Weeks	\$56,885.00	\$284,425.00

Date: 02/06/2020 Item# 3



### Formal Bid and Award System

Award #3 February 6, 2020

Type of Award Request: STANDARD

Request #: 6763

**Requestor Name:** Keeler, Jessica **Requestor Phone:** (904) 665-6403

Project Title: Network Protectors for JEA Inventory Stock

Project Number: Various
Project Location: JEA

Funds: Inventory Blanket Agreement

Budget Estimate: N/A

Scope of Work:

Eaton was standardized through the underground standard committee in order to provide Network Protectors for JEA Inventory stock. The Invitation to Negotiate (ITN) that was released in order to solicit pricing for four (4) of these Network Protectors which are special self-contained air breaker or switching units that have a full complement of current, potential and control transformers, as well as relay functionality. The primary purpose of these items is to enable the paralleling of two or more primary feeders on the same low voltage bus.

Since 2016, JEA has only spent \$334K for three out of the four respective item ID's included in this change out program. One item ID has not been purchased to date. We currently have 4 total units in stock with an Inventory value of \$171K.

- Customer Value Ensures JEA can continue to efficiently and effectively operate the energy network grid.
- Community Impact Value Minimize network outages particularly through natural disasters.

JEA IFB/RFP/State/City/GSA#: 98454

Purchasing Agent: Roddy, Colin

Is this a ratification?:

If yes, explain:

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
EATON CORPORATION	Alec Weiss	alecxweiss@eaton.com	1520 Emerald Road, Greenwood, SC 29646	864-941- 3161	\$1,121,385.00

Amount for entire term of Contract/PO: \$1,121,385.00

Award Amount for remainder of this FY: \$1,121,385.00

Length of Contract/PO Term: Five (5) Years

Begin Date (mm/dd/yyyy): 02/06/2020

End Date (mm/dd/yyyy): 02/05/2025

JSEB Requirement: N/A - Standard

### Background/Recommendations:

JEA is procuring Network Protectors for inventory in an effort to improve network reliability. Network Protectors are special self-contained air breaker or switching units with the primary purpose to enable the paralleling of two or more primary feeders on the same low voltage bus. Currently there are only two (2) network protector manufacturers available, Richards (1960's design) and Eaton (2000's design). Westinghouse and GE no longer manufacturer network protectors and there are no Cooper's currently on the system.

The network protectors at JEA are old/outdated and requires substantial maintenance. In fact, some of the protectors on the system were installed back in the 1960's. Meetings were held with both Eaton (Feb 20, 2019) and Richards (April 11, 2019) in order to review changes/improvements to each network protector over the years. The Richards is based on very old technology, while the Eaton has some new features, specifically regarding safety/arc flash mitigation. JEA installed one of the first CM52's manufactured in 2000 as part of a pilot project. This network protector has operated flawlessly for the past 19 years with no issues. Eaton has made numerous enhancements/improvements since and provide the additional following benefits which were the main contributing factors of standardizing on the Eaton CM52 product for network protector applications:

- Indicating Diagnostic Module Provides NWP health via SCADA. It helps support maintenance and catch issues before they become bigger issues.
- Eaton Magnum power circuit breaker provides a close and latch rating, highest ratings in the
  industry, same breaker for 216V or 480V, total clear with ARMS <2cycles. Compact design,
  weighs only 175 lbs. for a 3pole unit. Can be stocked and used for change outs vs changing out
  entire units like older models.</li>
- ARMS this is a true proven life-saving feature. Uses an energy harvesting analog trip circuit, no
  micro-processing time, activates in sub cycle time and clears <2cycles. Cannot be used with other
  models, due to speed and ARMS is activated through the IDM module.</li>
- Remote Racking a true visible break is provided, the breaker can be racked out via a remote
  operation (SCADA, RAD, Pendant) with the door CLOSED. It is a four position breaker (rackedin, racked-out and test, racked-out and disconnected, racked-out on rails).
- Modularity simple design, fuse section, breaker section, and relay cabinet section. Relay drawers and breakers can be stocked.

The only approved JEA project requirements were for FY20 projects which represented 27 units. The Underground group has identified a number of network submersible protectors that need to be replaced throughout our system over the coming years. There are 107 units identified to be potentially replaced over the next 3 – 5 years and an additional 137 units in the 5-7 year range, depending on funding that will be determined at a later date.

It should be noted, the pricing is much higher with an average cost increase of 68.84%. However JEA has not made any purchases in over a year and were not of the Eaton brand, which as described above is a far superior product.

Realizing this type of item was being standardized, there was a need to leverage product demand for the upcoming FY's. In order to do this, JEA and Eaton have agreed to the below cumulative order discount model where there will be a sliding scale in JEA's favor if we order more network protectors as we are predicted to do so.

Years 2021- 2025					
Cumulative Ordered	Additional Percentage Discount				
1-30	0.00%				
31-40	2.00%				
41-50	2.00%				
50+	4.00%				

Request approval to award a contract to Eaton Corporation for the supply of Network Protectors for JEA Inventory Stock in the amount of \$1,121,385.00, subject to the availability of lawfully appropriated funds.

Manager:

Pearson, Kenny - Procurement Category Manager

Director:

McCollum, Jenny - Director, Procurement Services

VP:

McCarthy, John - VP Logistics & Chief Supply Chain Officer

APPROVALS:

Chairman, Awards Committee

Date

9/0/2090

Manager, Operating Budgets.

Date

Capital Bodget Planning

Date: <u>07/30/2020</u> Item# <u>9</u>



### Formal Bid and Award System

Award #9 July 30, 2020

**Type of Award Request:** CONTRACT ASSIGNMENT

**Request #:** 6871

**Requestor Name:** Keeler, Jessica **Requestor Phone:** (904) 665-6403

**Project Title:** Network Protectors for JEA Inventory Stock

**Project Number:** Various **Project Location:** JEA

Funds: Inventory Blanket Account

**Budget Estimate:** N/A

**Scope of Work:** 

The purpose of this Agreement is to provide Network Protectors for JEA Inventory stock, which are special self-contained air breaker or switching units that have a full complement of current, potential and control transformers, as well as relay functionality. The primary purpose of these items is to enable the paralleling of two or more primary feeders on the same low voltage bus. Our current inventory balance for the items included in this agreement is \$246,665.77, with current lead-time of over fourteen weeks depending upon the item.

JEA IFB/RFP/State/City/GSA#: 98454

**Purchasing Agent:** Roddy, Colin Patrick

**Is this a Ratification?:** No

**RECOMMENDED AWARDEES:** 

Name	Vendor Contact	Email	Address	Phone	Amount
COOPER POWER SYSTEMS, LLC	Richard Delizza	richardd@electricsalesinc.com	1319 Lincoln Ave, Waukesha, WI 53186	954-279-2015	\$0.00

**Amount of Original Award:** \$1,121,385.00 **Date of Original Award:** 02/06/2020

**Assignment Adjustment Amount:** \$0.00

New Not-To-Exceed Amount:\$1,121,385.00Length of Contract/PO Term:Five (5) YearsBegin Date (mm/dd/yyyy):02/06/2020End Date (mm/dd/yyyy):02/05/2025Renewal Options:No RenewalsJSEB Requirement:N/A - Standard

### **Background/Recommendation:**

Originally bid and approved by the Awards Committee on 02/06/2020 to Eaton Corporation in the amount of \$1,121,385.00. The original award item is attached for reference.

While JEA was in the process of obtaining the authorized Eaton Corporation representative to sign the contract agreement, Eaton Corporation requested that the contract should have been awarded to Cooper Power Systems,

LLC rather than Eaton Corporation. Cooper Power Systems, LLC is a wholly owned subsidiary of Eaton and is who the contract should be executed with.

Request approval to reassign the previously awarded Eaton Corporation JEA Network Protectors for JEA Inventory Stock Award to Cooper Power Systems, LLC, subject to the availability of lawfully appropriated funds.

Manager:Pearson, Kenny – Procurement Category ManagerDirector:McCollum, Jenny – Director, Procurement ServicesChief:McElroy, Alan – Interim Chief Supply Chain Officer

**APPROVALS:** 

07/30/2020

Chairman, Awards Committee

**Date** 

Kristina Quarterman

07/30/2020

**Budget Representative** 

Date



### Formal Bid and Award System

Award #3 November 19, 2020

**Type of Award Request:** CONTRACT AMENDMENT

**Request #:** 6919

**Requestor Name:** Brunell, Baley – Manager Fleet Services & Business Operations

**Requestor Phone:** (904) 665-6992

**Project Title:** Joint Agency Fuel Supply, Fuel Cards, & Related Services

Project Number: A0800
Project Location: JEA
Funds: O&M

**Budget Estimate:** \$2,246,568.11

**Scope of Work:** 

This agreement provides fuel supply products, fuel cards, and related services to JEA, City of Jacksonville (COJ), and the Duval County Public School System (the "Participating Agencies").

JEA IFB/RFP/State/City/GSA#: 088-17

**Purchasing Agent:** Roddy, Colin P.

**Is this a ratification?:** No

### **RECOMMENDED AWARDEE(S):**

Name	Vendor Contact	Email	Address	Phone	Amount
GATE FLEET SERVICES	Emilie Fletcher	efletcher@gatefleet.com	PO Box 40505, Jacksonville, FL 32203	904-732-2336	\$2,246,568.11

Amount of Original Award:\$1,440,801.63Date of Original Award:07/20/2017Contract Increase Amount:\$2,246,568.11New Not-To-Exceed Amount:\$6,756,541.22

**List of Previous Change Orders/ Renewals:** 

Agreement #	Amount	Date
166925	\$3,069,171.48	03/07/2019

**Length of Contract/PO Term:** Five (5) Years w/One (1) - 1 Yr. Renewal

**Begin Date (mm/dd/yyyy):** 08/01/2017 **End Date (mm/dd/yyyy):** 07/31/2022

**Renewal Options:** Yes – One (1) - 1 Yr. Renewal

**JSEB Requirement:** N/A – No JSEBs available

### **Background/Recommendations:**

Originally bid and approved by the Awards Committee on 07/20/2017 to Gate Fleet Services, in the amount of \$1,440,801.63 as a result of a collaborative Joint Agency bid process for Fuel Supply, Fuel Cards, & Related Services. The agencies that participated in this joint effort were JEA, City of Jacksonville (COJ), and the Duval County Public School System. A contract increase was processed on 03/07/2019 in the amount of \$3,069,171.48. The original award and contract increase are attached as reference.

This request is to add additional funding in the amount of \$2,246,568.11 to cover the forecasted requirements for the rest of the contract term, which runs until 07/31/2022. This amount was calculated using fuel demand estimates from the Fleet Operations Group and was derived from actual realized spend under the current contract. To date, the average realized spend per day under the agreement is \$3,718.51 dollars.

The need for this second contract increase primarily has been driven by the recent market changes relating to COVID the effect is has on JEA's operations. After COVID began to impact JEA, the JEA field employee base began dispatching from other locations other than the service centers of past practice. This means that many of the crews who previously were fueled by the overnight wet fueling supplier, Jacobus, are now instead fueling themselves at the Gate stations. Jacobus is unable to fit safely into the substations for fueling, and consequently unable to fuel trucks overnight. Since May of this year, the monthly contract spend for Gate is up 59.50% compared to the average. On the other hand, Jacobus's monthly contract spend is down 61.85% from its normal average.

The chart below provides the combined monthly fuel spend for both Gate and Jacobus as reference. The data excludes fuel procured from the City of Jacksonville (COJ). It should be noted that JEA continues a slow transition away from the COJ fuel pumps and towards Gate, so this also contributes to a rise each year to the Gate agreement. There are few invoices that are awaiting to be processed for Gate pending this contract increase, which is not factored into the numbers below, but are in line with the percentage increases realized recently.



Request approval to award a contract amendment to increase the Gate Fleet Services for Fuel Supply, Fuel Cards, & Related Services contract in the amount of \$2,246,568.11, for a new total not-to-exceed amount of \$6,756,541.22, subject to the availability of lawfully appropriated funds.

Manager:	Brunell, Baley – M	anager, Fleet Services & Business Operations
Chief:	McElroy, Alan – In	terim Chief Supply Chain Officer
APPROVALS:		
Chairman, Awards Committee	Date	
Budget Representative	Date	



### Formal Bid and Award System

Award #8

July 20, 2017

Type of Award Request:

INVITATION TO NEGOTIATE (ITN)

Request #:

1877

Requestor Name:

Brunell, Baley L. - Contract Specialist

Requestor Phone:

(904) 665-6992

Project Title:

Joint Agency Fuel Supply Products, Fuel Cards, and Related Services

**Project Location:** 

**JEA** 

Funds:

0&M

Award Estimate:

\$1,924,000.00

Scope of Work:

The purpose of this Invitation to negotiate (the "ITN") is to evaluate and select a vendor that can provide fuel supply products, fuel cards, and related services at the best value to the participating agencies (the "Work" or "Services"). The participating agencies to this ITN are JEA, City of Jacksonville (COJ), Duval County Public School System (DCPS) (the "Participating Agencies"); JEA shall serve as the lead agency for this Procurement. Once a Company is chosen for the Services, each agency will establish a requirements Contract with rack plus pricing on applicable fuels.

Once a Contract is established by each agency, the Company must communicate directly with the individual agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, and payment, credit applications, or lease documents. A Participating Agency shall not be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by another participating agency's Contract with the Company.

Fuel consumption, is an estimated yearly forecast for all three (3) participating agencies combined, which is compiled based on historical data. Each Participating Agency reserves the right to change (increase and decrease) the number of gallons and types of fueling throughout the Contract Term. The Contract Term will be up to five (5) years, with an optional one (1) year renewal.

JEA IFB/RFP/State/City/GSA#::

088-17

**Purchasing Agent:** 

Woyak, Nathan

Is this a ratification?:

NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
GATE FLEET SERVICES	Emilie Fletcher	efletcher@gatefleet.com	PO BOX 40505, Jacksonville FL 32203-0505	(904) 732- 2336	\$1,440,801.63

Amount for entire term of Contract/PO:

\$1,440,801.63

Award Amount for remainder of this FY:

\$83,008.55

Length of Contract/PO Term:

Five (5) years with w/One (1) - 1 Yr. Renewal

Begin Date (mm/dd/yyyy):

End Date (mm/dd/yyyy):

**Renewal Options:** 

JSEB Requirement:

08/01/2017

07/31/2022

YES - One (1) - 1 Yr. Renewal

N/A- No JSEB available

### **BIDDERS:**

Name	Amount	Rank
GATE FLEET SERVICES	\$61,978,024.50	1
FUELMAN	\$63,598,725.00	2
MANSFIELD OIL COMPANY	\$63,861,675.00	3

### Background/Recommendations:

Advertised 04/25/2017. The first pre-response meeting was held on 5/1/2017 and included four (4) companies. A second pre-response meeting was held on 5/11/2017 after discovering several companies had not received the original solicitation communication. As a result, two (2) additional companies attended. At Response opening on 5/20/2017, JEA received three (3) Responses. The Participating Agencies agreed to move forward with submitted pricing and not request Best and Final Offers (BAFOs) because of immediate savings realized across the board. Gate was determined to be the lowest responsible bidder at a total of \$61,978,024.50 for five (5) years for all three agencies (JEA, COJ, DCPS). The Participating Agencies will award separate contracts based off of the particular agency usage. The Gate Bid Form is attached as backup. Note, the forms were adjusted to remove tax that was included when doing the bid pricing analysis.

JEA consumes approximately two (2) million gallons of diesel and unleaded fuel annually. The combined fueling requirements of the three (3) agencies is approximately seven (7) million gallons of fuel per year. Currently, JEA receives fuel from three (3) separate sources:

- City of Jacksonville (COJ) fueling stations (bulk fuel)
- Gate Fleet Services Card program
- Afterhours wet hose fueling (QuickFuel contract)

The total award amount of \$1,440,801.63 is for JEA Gate retail card fuel consumption spend only over the five (5) year term. The current JEA markup for both gasoline and diesel using Gate fleet cards is \$0.0100 per gallon over OPIS compared to the new rate of \$0.00583 per gallon over OPIS, or a \$0.0417 lower markup. JEA estimates using Gate fleet cards for 201,720 gallons of gasoline and 375,825 gallons of diesel over the next five (5) years. The total gallons of 577,545 with a \$0.0417 lower markup equates to an estimated savings of \$24,083.50 over the term of the contract. Backup documentation is attached.

Bulk fuel and afterhours fueling is not included in this award total. The bulk fuel is purchased through COJ fueling stations and will be handled through a different agreement. The afterhours fueling is currently being performed by QuickFuel and may be added as a change order upon expiration of the current contract in November 2018. The current JEA markup for afterhours fueling is \$0.55 per gallon over OPIS compared to the new rate of \$0.49100 per gallon below OPIS, or a \$0.05900 lower markup.

088-17 - Request approval to award a contract to Gate Fleet Services for fuel card services in the amount of \$1,440,801.63, subject to lawfully appropriate funds.

Manager: Director:

McElroy, Alan D. - Manager Fleet Services

McCarthy, John P. - Dir, Supply Chain Management

VP:

Dykes, Melissa H. - Chief Financial Officer

APPROVALS:

Chairman, Awards Committee

Date

Manager, Capital Budget Planning

Date

### APPENDIX B RESPONSE FORM 088-17 Joint Agency Fuel Supply Products, Fuel Cards, and Related Services

Submit an original and three (3) copies and one (1) CD/Thumb Drive along with other required forms in a sealed envelope to: JEA Procurement Dept., 21 W. Church St., Bid Office, Customer Center, 1st Floor, Room 002, Jacksonville, FL 32202-3139. Company Name: GATE PETROLEUM COMPANY Company's Address\_9540 SAN JOSE BLVD, JACKSONVILLE, FL 32257 License Number (if applicable) N/A Phone Number: 904-737-7220 FAX No: 904-448-3038 Email Address: efletcher@gatefleet.com BID SECURITY REQUIREMENTS TERM OF CONTRACT One Time Purchase

Annual Requirements 5 yrs- Optional one (1) – 1 yr renewals

Other, Specify- Project Completion None required
Certified Check or Bond Five Percent (5%) SAMPLE REQUIREMENTS

None required
Samples required prior to P-SECTION 255.05, FLORIDA STATUTES CONTRACT BOND None required
Bond required 100% of Bid Award None required Samples required prior to Response Opening Samples may be required subsequent to Bid Opening INSURANCE REQUIREMENTS QUANTITIES Quantities indicated are exacting
Quantities indicated reflect the approximate quantities to be purchased
Throughout the Contract period and are subject to fluctuation in accordance Insurance required with actual requirements. PAYMENT DISCOUNTS 1% 20, net 30 2% 10, net 30 Other Other V None Offered TAXES REMOVED ADJUSTMENT ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES TOTAL RESPONSE PRICE Item OR SERVICES No. TOTAL FIVE (5) YEAR PRICE (Transfer Total Bulk Delivery <del>71,409,996.15</del> 561,978,024,50 Fuel and Retail Fuel from Appendix B Bid Workbook. Do not 1 included Optional Pricing in this Total.) RESPONDENT CERTIFICATION By submitting this Response, the Respondent 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 Respondent 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 Respondent also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation. We have received addenda Handwritten Signature of Authorized Officer of Company or Agent through 8 Printed Name and Title

(Estinated Five (5) Year Consumption represents total volume for all participating agencies, separate awards will be made with each agency based on their individual consumption requirements. Rock pricing is provided as a multiplier to determine basis for award. True award value will be based on actual consumption multiplied by the actual OPIS pricing for the respective week plus the margin provided. Enter data in yellow cells only) Addendum 7 - Appendix B Response Workbook - 088-17 Joint Agency Fuel Supply Products, Fuel Cards, and Related Services Bulk Delivery Fuel

Fuel Type	Gallons	(Margin Model)	Total Award Only)	Evaluation Only)
Gasoline Grades			April 1973	
Regular Unleaded	15,000,000	\$0,31641	\$1.90	\$33,245,150.00
Diesel Fuel Grades		N. Carlotte and the second		
# 2Red Dye Ultra Low Sulfur Diesel	000'005'L	\$0.01656	\$1.60	\$12,124,200.00
Diesel Exhaust Fluid**	10,000	\$0.49000	\$1.60	\$20,900.00
,	Retail Fuel Fleet Credit Cards)	Credit Cards)		
Fuel Type	Estimated Five (5) Year Consumption - Gallons	Margin (Rack +/- Margin Model)	Rack Pricing (For Bid Total Award Only)	Extended Pricing (For Award Evaluation Only)
Gasoline Grades		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
Regular Unleaded	2,500,000	\$0.39141	\$2.00	\$5,978,525.00
Wid-Grade Unleaded	000'\$	\$0.39141	\$2.15	\$12,707.05
Premium Grade Unleaded	2,000		\$2.25	\$13,207.05
Ethanol Blended (E85)**	5,000	\$0.39141	\$2.15	\$12,707.05
Diesel Fuel Grades	يَّهُ إِنْ مُوارِدُ وَالْمُوارِدُ وَالْمُوارِدُ وَالْمُوارِدُ وَالْمُوارِدُ وَالْمُوارِدُ وَالْمُوارِدُ وَالْمُ	A STATE OF THE STATE OF	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Jitra Low Sulfur Diesel	10,000,000	\$0.40016	\$1.60	\$20,001,600.00
oral rive (5) rear Burk Delivery Fuer and Kr	Total rive (3) rear built Delivery Flort and Retail Flort Award Evaluation Unity, Enter forta on Appendix Bild Form).  Orational Filed Deliview	Ontional First Driving	d Form)	57,409,996,15
	(for information only will not be used in award evaluation)	used in award evaluation		
uel Type	Estimated Five (5) Year Consumption - Gallons	Margin (Rack +/- Margin Model) <u>OR</u> Price Per Gallon	Rack Pricing (For Bid Total Award Only)	Extended Pricing (For Award Evaluation Only)
Net Hose Fueling***	2,500,000	\$0.51486		\$5,287,150.00
Compressed Natural Gas (CNG) - Retail	000'09	\$0.00	S TOTAL S	\$0.00
Compressed Natural Gas (CNG) - Bulk	15,000	\$0.00	The state of the s	\$0.00
Propane - Retail	000'S	\$0.00	子の一日の大	\$0.00
Propane - Bulk	2,000	\$0.00		\$0.00
(erosene****	2,500	\$2,034	\$2.50	\$11,335.00
Txed Generator Refueling Services	2,500	\$2.114	\$2.50	\$11,535.00
Tank Monitoring Telemetry Hardware	300	\$0.00	\$2.50	\$750.00
emporary Fixed Tanks	2,000	\$0.00		\$12,500.00
Terminal Fueling - Diesel	2,000	\$0.00	\$2.50	\$12,500.00
erminal Fueling - Unleaded	5,000			\$12,500.00

\*Per bid specifications, prices above include all taxes. Current tax rates listed below and are subject to change.

Current Bulk Tax Rate (per gallon) Red Dye Diesel - 0.02386 Current Retail Tax Rate (per gallon)

Diesel - 0.34186

Gasoline - 0.33311 Gasoline - 0.33311

\*\*\*Per bid specifications, product E (Regular Unleaded Gasoline 87-88 Octane Ethanol Free) is not listed in table above. \*\*Product not listed through OPIS Jacksonville market. Price listed is based on actual cost.

\*\*\*\*Red Dye Diesel only

\*\*\*\*\*Red Dye Kerosene

\$ 61,978,024,50 AXES REMOVED ADJUSTMENT

Addendum 7 - Appendix B Response Workbook - 088-17 Joint Agency Fuel Supply Products, Fuel Cards, and Related Services (Estimated Five (5) Year Consumption represents total volume for all participating agencies, separate awards will be made with each agency based on their individual consumption requirements. Rack pricing is provided as a multiplier to determine basis for award. True award value will be based on actual consumption multiplied by the actual OPIS pricing for the respective week plus the margin provided. Enter data in yellow cells only)

	ng	Bulk Delivery Fuel					
Fuel Type	Estimated Five (5) Year Consumption - Gallons	Margin (Rack +/- Margin Model)	Rack Pricing (For Bid Total Award Only)	Extended Pricing (For Award Evaluation Only)	Tax Per Gallon Marein	Tax Adjusted Marein	NORMALIZED
Gasoline Grades							
Regular Unleaded	15,000,000	\$0,316410	\$1.90	\$33.246.150.00	0.33311	\$ 100731003-	טא טאס אסט פער אכ
Diesel Fuel Grades							00:000:01-1:03
# 2Red Dye Ultra Low Sulfur Diesel	7,500,000	\$0,016560	0 \$1.60	\$12,124,200.00	0.02386	-\$0.007300 \$	11 945 250 00
Diesel Exhaust Fluid	10,000	\$0.490000	0 \$1.60			\$0.490000	20,002,020,02
	Retail Fu	Retail Fuel/Fleet Credit Cards					00:00:02
Fuel Type	Estimated Five (5) Year Consumption - Gallons	Margin (Rack +/- Margin Model)	Rack Pricing (For Bid Total Award Only)	Extended Pricing (For Award Evaluation Only)			
Gasoline Grades							
Regular Unleaded	2,500,000	\$0.391410	\$2.00	\$5.978.525.00	0.33311	\$0.058300.\$	5 145 750 00
Mid-Grade Unleaded	2,000	\$0.391410	\$2.15		0.33311	200	11 041 50
Premium Grade Unleaded	2,000				0 33311	2 20	44 644 60
Ethanol Blended (E85)	2,000		52.15		0 33311	\$ 0058300\$	11,041.50
Diesel Fuel Grades							00,140,11
Ultra Low Sulfur Diesel	10,000,000	\$0.400160	\$1.60	\$20.001.600.00	0 34186	\$0.058300 \$	12 503 000 00
Total Five (5) Year Bulk Delivery Fuel and Retail Fuel (For Award Evaluation Only, Enter total on Appendix B Bid	I Retail Fuel (For Award E	valuation Only, Enter to	stal on Appendix B Bid				מייים מייים מייים
Form)				\$71,409,996.15		45	61.978.024.50
	0	Optional Fuel Pricing	1				
	(for information only s	(for information only will not be used in award evaluation)	d evaluation)				
	Fetimated Five (5)	Margin (Rack ±/-					
Fuel Type	Year Consumption -	Margin (Model) OR Price Per Gallon	Rack Pricing (For Bid Total Award Only)	Extended Pricing (For Award Evaluation Only)			
Wet Hose Fueling	2,500,000	\$0.514860		\$5.287.150.00		\$0.491000	
Compressed Natural Gas (CNG) - Retall	000'09	\$0.00000				\$0.00000	
Compressed Natural Gas (CNG) - Bulk	15,000	\$0,00000		\$0.00		\$0,00000	
Propane - Retail	5,000	\$0.00000		\$0.00		\$0,000000	
Propane - Bulk	2,000	\$0.00000		\$0.00		\$0,00000	
Kerosene	2,500	\$2.034000	\$2.50	\$11.335.00		\$2.034000	
Fixed Generator Refueling Services	2,500	\$2,114000		\$11,535,00		\$2.114000	
Tank Monitoring Telemetry Hardware	300 s	\$0.00000	\$2.50	\$750.00		\$0.00000	
Temporary Fixed Tanks	2,000	\$0.00000	\$2.50	\$12,500.00		\$0.00000	
Terminal Fueling - Diesel	5,000	\$0,00000	\$2.50	\$12,500.00		\$0.00000	
Terminal Fueling - Unleaded	5,000	\$0.000000		\$12,500.00		\$0,000000	

\$5,348,270.00

# 088-17 Fuel Spend and Savings Summary

. 1 1 - -

GATE FLEET CARDS RETAIL FUEL

			Markup /								
			Discount	Fuel Consumption	OLD Gate mark up / New Gate Mark Up/	New Gate Mark	/dn				
Provider	Delivery Method	Fuel Type	Fuel Type Over OPIS	(Avg. Annual Gallons) discount	discount	Discount		OPIS	Tota	I - New Contract	Total - New Contract   Total - Old pricing
Gate Fleet Card	Credit Card	Diesel	- \$	75165	\$ 0.10	\$	0.0583	\$ 2.15		165,986,38	169.120.76
Gate Fleet Card	Credit Card	Unleaded	\$	40344	\$ 0.10	\$ 0.0	0.0583	2.00	\$	83,039.25	84,721.58
							A	Annual Total Spend	·S-	249,025.63	253,842.33
							2	Year Total Spend	÷	1,245,128.17	\$ 1,269,211.67
							2	5 Years Savings	ş	24,083.50	

Date: 03/07/2019 Item# 5



### Formal Bid and Award System

Award #5

March 7, 2019

Type of Award Request:

CONTRACT INCREASE

Request #:

6537

**Requestor Name:** 

Brunell, Baley - Manager Fleet Services & Business Operations

**Requestor Phone:** 

(904) 665-6992

**Project Title:** 

Joint Agency Fuel Supply, Fuel Cards, & Related Services

**Project Number:** 

A0800

**Project Location:** 

**JEA** 

Funds:

O&M

**Budget Estimate:** 

See Attached

Scope of Work:

This agreement provides fuel supply products, fuel cards, and related services to JEA, City of Jacksonville (COJ), and the Davul County Public School System (the "Participating Agencies").

This contract increase impacts the following two (2) JEA Measures of Value:

• Customer Value – This renewal ensures JEA can continue to efficiently and effectively operate the electric network grid

 Community Impact Value – This renewal will minimize network outages by ensuring a consistent flow of materials from strategic supply chain partners

JEA IFB/RFP/State/City/GSA#:

088-17

**Purchasing Agent:** 

Roddy, Colin P.

Is this a ratification?:

YES - To incorporate existing Standard PO's into

the contract value for tracking purposes which were

previously not linked to the CPA in Oracle

### RECOMMENDED AWARDEE(S):

Name	Vendor Contact	Email	Address	Phone	Amount
GATE FLEET SERVICES	Emilie Fletcher	efletcher@gatefleet.com	PO Box 40505, Jacksonville, FL 32203	904-732-2336	\$3,069,171.48

**Amount of Original Award:** 

\$1,440,801.63

Date of Original Award:

07/20/2017

Contract Increase Amount:

\$3,069,171.48

New Not-To-Exceed Amount:

\$4,509,973.11

Length of Contract/PO Term:

Five (5) Years w/One (1) - 1 Yr. Renewal

Begin Date (mm/dd/yyyy):

08/01/2017

End Date (mm/dd/yyyy):

07/31/2022

**Renewal Options:** 

Yes – One (1) – 1 Yr. Renewal

### **JSEB Requirement:**

### N/A - No JSEBs available

### Background/Recommendations:

Originally bid and approved by the Awards Committee on 07/20/2017 to Gate Fleet Services in the amount of \$1,440,801.63 as a result of a collaborative Joint Agency bid process for Fuel Supply, Fuel Cards, & Related Services featuring JEA, City of Jacksonville (COJ), and the Davul County Public School System (the "Participating Agencies"). The original award item is attached for reference.

This request is to add funding in the amount of \$3,069,171.48 to cover the forecasted requirements for the rest of the contract term, which runs until 07/31/2022. This amount was calculated using demand estimates from the Fleet Operations Group and incorporating variable pricing based on eia.gov fuel pricing forecasts. The need for this contract increase are:

- JEA has transitioned most fueling efforts away from the COJ pumps to the Gate fuel cards as
  the total cost is less and the logistics and reliability of Gate is exponentially better. JEA
  employees now have the convenience of utilizing Gate's extensive network of fuel centers
  located across the JEA network instead of the few COJ locations.
- JEA's internal fuel truck drivers once fueled their tankers up at the COJ pump. This practice has been discontinued as the practice was taking in excess of one hour longer than filling at the alternative Gate location allowing for a more efficient use of time, while still utilizing the contracted rate for bulk fuel.
- An increase in the fleet size of 140 units (10%) means more vehicles utilizing this service than
  when the Gate contract was originally awarded.

Because of these reasons, JEA has moved some fuel purchasing away from COJ to Gate and continues to only see a slight increase in commodity spend despite the increase in fuel consumption as shown below. The breakout for the rest of the contract term by FY is attached as backup.

Request approval to award a contract increase to Gate Fleet Services for Fuel Supply, Fuel Cards, & Related Services in the amount of \$3,069,171.48, for a new total not-to-exceed amount of \$4,509,973.11, subject to the availability of lawfully appropriated funds.

Manager:

Brunell, Baley - Manager, Fleet Services & Business Operations

Director:

McElroy, Alan - Director, Operations Support Services

VP:

McCarthy, John P. - VP Logistics & Chief Supply Chain Officer

APPROVALS:

Chairman, Awards Committee

Date

Manager, Capital Budget Planning

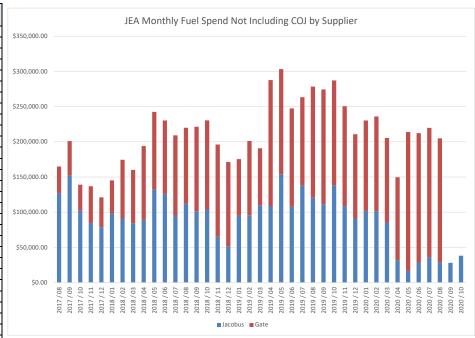
Date

			114,490	Over Budget FY19 \$	
	8	e.	3,101,382	2,986,892	TOTAL
23%	341,993	441,787	1,025,979	1,325,360	MOTOR POOL - COJ FUEL
45%	209,848	384,742	629,544.00	1,154,226	Quick Fuel Wet Hose Fueling
100%	114,318	ī	342,954.00		Gate Fuel Services (Terminal Fuel)
-117%	367,635	169,102	1,102,905.00	507,306	Gate Fleet Services (Retail Fuel Cards)
-25%	691,801	553,844	2,075,403.00	1,661,532	FUELS, NON-GENERATION
VARIANCE	EXPENSES	BUDGET	ANNUAL SPEND	BUDGET	
BUDGET	YTD	YTD	FORECASTED	FY 19 ANNUAL	
	\$ 3,366,471.24	\$ 3,191,609.35 \$	\$ 2,685,683.30 \$	\$ 3,804,794.88 \$	Totals \$

	Vendor Fu	Vendor Fuel Dollars Spent		
Vendor	FY15	FY16	FY17	FY18
COJ	\$ 3,599,479.82	\$ 1,623,039.21	\$ 1,455,213.73	\$ 1,333,834.63
Gate	\$ 205,315.06	\$ 283,378.74	\$ 455,299.04	\$ 849,535.17
Quickfuel <sup>1</sup>	\$	\$ 779,265.35	\$ 1,281,096.58	\$ 1,183,101.43
Totals	\$ 3,804,794.88	\$ 2,685,683.30	\$ 3,191,609.35 \$	\$ 3,366,471.24

Current NTE	\$4,509,973.11									
Amount Released	\$4,298,603.00									
Amount of Funding Left	\$211,370.11									
Realized Spend Per Day	\$3,718.51									
Amount of Funding Needed	\$2,246,568.11									
FY21 Value	\$1,225,400.79									
FY22 Value	\$1,021,167.32									
New NTE	\$6,756,541.22									
			Amount Agreed	Amount Released/Invoiced	Realized Spend Per	Amount	% Funds	Fund Tracking	Effective	
Blanket & PO NUMBERS	DESCRIPTION	VENDOR	То	Amount	Day	Remaining	Remaining	(% Over/Under)	Date	Expires On
166925 (171237, 169258, 167540) & 168933 & 177657 & 177177 &	FUEL (GAS AND DIESEL FOR VEHICLES AND									
185574 & 186893	GENERATORS)	GATE FLEET SERVICES	\$4,509,973.11	\$4,298,603.00	\$3,718.51	\$211,370.11	4.69%	49.81%	8/9/2017	7/31/2022

Monthly	Jacobus	Gate
Spend	Jacobus	Gate
2017 / 08	\$126,879.93	\$38,080.44
2017 / 09	\$152,365.38	\$48,643.83
2017 / 10	\$102,020.26	\$37,037.70
2017 / 11	\$84,510.12	\$52,371.43
2017 / 12	\$78,564.83	\$42,589.21
2018 / 01	\$98,035.37	\$47,203.78
2018 / 02	\$91,007.24	\$83,542.36
2018 / 03	\$84,341.12	\$75,801.96
2018 / 04	\$89,050.12	\$104,915.19
2018 / 05	\$132,358.08	\$110,224.39
2018 / 06	\$125,969.44	\$104,330.89
2018 / 07	\$95,279.60	\$113,974.53
2018 / 08	\$111,937.57	\$108,070.36
2018 / 09	\$101,235.16	\$120,187.75
2018 / 10	\$103,852.41	\$126,620.49
2018 / 11	\$65,130.94	\$131,002.63
2018 / 12	\$50,929.23	\$120,307.11
2019 / 01	\$94,774.86	\$80,651.79
2019 / 02	\$95,714.89	\$105,431.73
2019 / 03	\$109,821.25	\$81,041.71
2019 / 04	\$108,721.92	\$179,072.50
2019 / 05	\$153,848.25	\$149,500.64
2019 / 06	\$107,866.97	\$139,571.27
2019 / 07	\$137,748.19	\$125,698.02
2019 / 08	\$121,131.90	\$157,284.33
2019 / 09	\$111,406.57	\$162,974.30
2019 / 10	\$138,371.25	\$148,898.40
2019 / 11	\$108,518.43	\$142,012.78
2019 / 12	\$91,039.13	\$119,812.92
2020 / 01	\$101,830.38	\$128,502.14
2020 / 02	\$101,545.03	\$134,549.91
2020 / 03	\$85,169.39	\$120,279.60
2020 / 04	\$31,568.11	\$118,031.67
2020 / 05	\$16,994.11	\$197,025.52
2020 / 06	\$28,423.38	\$183,867.23
2020 / 07	\$36,050.07	\$183,867.23
2020 / 08	\$28,290.92	\$176,627.55
2020 / 09	\$28,016.07	
2020 / 10	\$38,184.92	1





### Formal Bid and Award System

Award #4 November 19, 2020

**Type of Award Request:** RENEWAL

**Request #:** 6915

**Requestor Name:** Gutierrez, Edgar A. – Manager Customer Solutions

**Requestor Phone:** (904) 665-5668

Project Title: Solar Battery Customer Rebates
Project Number: Cost Center 10001, 8002503

**Project Location:** JEA **Funds:** O&M

**Budget Estimate:** \$500,000.00 (Lines BL03 and BL08)

**Scope of Work:** 

On October of 2017, JEA approved an incentive to support customers who install their own solar energy generation system. The program with CLEAResult took effect on April 1, 2018. Customers who purchase a battery that is charged by their own renewable energy generation system will receive a \$4,000 rebate from JEA. By storing energy during daylight, and using that energy when the solar system is not generating, the customer can avoid buying energy from JEA and lower its electric bill. Eventually JEA expects to receive up to 250 rebate requests per year. JEA reserves the option to implement other potential utility rebate programs under this contract in the future.

JEA IFB/RFP/State/City/GSA#: RFP 93158

**Purchasing Agent:** Dambrose, Nickolas C.

Is this a Ratification?:

### **RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Amount
CLEARESULT	Zachery		4301 Westbank Dr Bldg	Ф220 101 40
CONSULTING	Elbert	Zachary.elbert@clearesult.com	A Suite 250, Austin TX 78746	\$330,101.40

Amount of Original Award:\$300,000.00Date of Original Award:01/24/2018Change Order Amount:\$330,101.40

### **List of Previous Change Orders / Amendments:**

CPA#	Amount	Date
171780	\$500,000.00	11/21/2019
171780	\$80,000.00	08/17/2020

**Length of Contract / PO Term:** One (1) Year w/Three (3) One (1) Year Renewals

New Not-To-Exceed Amount: \$1,210,101.40 Begin Date (mm/dd/yyyy): 01/24/2018 End Date (mm/dd/yyyy): 05/12/2021

### **Background/Recommendations:**

Advertised on 12/2017. This contract was competitively bid informally under Request for Proposal (RFP) 93158. The first one (1) year renewal was completed from 01/24/2019 to 01/23/2020 with no additional funds added. The second one (1) year renewal was completed from 01/24/2020 to 01/23/2021 and \$500,000.00 in additional funds added which exceeded the formal procurement and was approved by Awards Committee on 11/21/2019 for additional customer rebate funding. An administrative increase of \$80,000.00 was completed on 08/17/2020 to further increase rebate funding. A copy of the previous award is attached a backup.

This request is for additional funding of \$330,190.00 for a three and a half (3.5) month contract renewal only from 01/24/2021 to 05/12/2021 to maintain the existing scope of the Solar Battery Customer Rebate Program, and to co-terminate with the separate energy efficiency contract on 05/12/2021 which is also currently managed by CLEAResult. JEA is currently exploring strategic options for the future of this program including but not limited to combining this scope with JEA's energy efficiency products contract for the purpose of a new competitive bid. This program may also be combined with JEA's off-road electrification program for the purpose of a new competitive bid. This renewal enables JEA to explore these strategic options while maintaining the current program.

Since the JEA's Solar Battery Incentive Program took effect on April 1, 2018, there have been a total of 134 customers that have participated in the incentive program. Adoption of the program continues to grow with an increase in battery vendors from two (2) in FY18 to twelve (12) in FY19 to nineteen (19) in current FY20. Battery brands have also grown. If the growth trend is maintained, JEA anticipates over 115 additional solar battery applications through 05/12/2021. The table below shows the results over the previous years with an estimate for upcoming participation.

				Oct-May 2021
Fiscal Year	2018	2019	2020	(Estimated)
Number of Solar Battery				
Projects/Customers Participating	18	37	79	115
Number of Solar Battery Vendors				
Participating	2	12	19	22
Solar Capacity (MW)	0.13	0.34	0.75	1.05
Battery Capacity (MWh)	0.17	0.51	1.34	2.05

Pricing rates for this renewal shall not change from the prior agreement. This contract contains funding for program fees, administrative fees, and customer rebates and is detailed in the table below:

<b>Battery Incentive Program Costs</b>	Avg. Cost Per Unit	Number of Units	<b>Total Cost</b>
Battery Customer Incentive Rebates	\$4,000.00	78	\$312,000.00
Monthly CLEAResult Programming Fee	\$3,000.00	5	\$15,000.00
Processing CLEAResult Administrative Cost	\$24.30	78	\$1,895.40
Reserve for Misc. Costs			\$1,206.00
Total			\$330,101.40

Request approval to award a three and a half (3.5) month contract renewal to CLEAResult Consulting, LLC for Solar Battery Customer Rebate Program in the amount of \$330,101.40, for a not-to-exceed amount of \$1,210,101.40, subject to the availability of lawfully appropriated funds.

Manager:	Gutierrez, Edgar A Ma	nager Customer Solutions	
Director:	Nichols, Vicki D Dir C	ustomer Solutions & Market D	evelopment
Chief:	Dugan, R. Bruce - Interin	n Chief Customer Officer	
APPROVALS:			
Chairman, Awa	ards Committee	Date	
Rudget Renrese	entative	Date	

Date: 11/21/2019 | Item# 2



# Formal Bid and Award System

Award #2 November 21, 2019

Type of Award Request: RENEWAL

Request #: 6712

Requestor Name: Gutierrez, Edgar A. - Manager Customer Solutions

**Requestor Phone:** (904) 665-5668

Project Title: **CLEAResult Solar Battery Customer Rebates** 

Project Number: Cost Center 10001, 8002503

Project Location: JEA

Rudget Estimate: 500 000

Budget Estimate: 500,000.00 (lines 617 and 645)

Scope of Work:

few applications for the battery rebate and then increase participation as battery prices drop. Eventually, JEA expects to receive up to 250 rebate requests per year. JEA reserves the option to implement other potential customer can avoid buying energy from JEA and lower its electric bill. JEA expects slow initial adoption with utility rebate programs under this contract in the future. JEA. By storing energy during daylight, and using that energy when the solar system is not generating, the battery that is charged by their own renewable energy generation system will receive a \$4,000 rebate from generation system. The program with CLEAResult took effect on April 1, 2018. Customers who purchase a On October of 2017, JEA approved an incentive to support customers who install their own solar energy

This project will positively affect the following JEA Measures of Value:

- the environment. Nonparticipant customers receive satisfaction that JEA is supporting solar energy from recurring electric bill reduction, backup electricity, and personal gratification for contributing to Customer Value: Battery/solar customers get a lower cost for their solar/battery system, and benefit
- support for renewable generation. battery technology for everyone, supports the local solar/battery industry, and increases community Community Value: This program moves energy storage to the mainstream, lowers the overall cost of
- generation, and create a cleaner environment. Environmental Value: Encourage development of sustainable energy projects, reduce fossil fuel
- the system. the grid to store excess production, allocating JEA incentives where they are of the greatest benefit to giving customers the opportunity to offset their own consumption with a battery as opposed to using Financial Value: The rebate program allows JEA to reduce the overall cost to the community by

JEA IFB/RFP/State/City/GSA#: RFP 93158

Purchasing Agent: Woyak, Nathan J.

Is this a Ratification?:

# RECOMMENDED AWARDEE(S):

\$500,000.0	(866) 847- 8237	4301 Westbank Dr Bldg A Suite 250, Austin TX 78746	zachery.elbert @clearesult.com	Zachery Elbert	CONSULTING, Elbert
Budget	Phone	Address	Email	Contact Name	Name

Amount of Original Award: \$300,000.00

Date of Original Award: 01/24/2018

Change Order Amount: \$500,000.00 New Not-To-Exceed Amount: \$800,000.00

Length of Contract/PO Term: One (1) Year w/ Three (3) One (1) Year Renewals

Begin Date (mm/dd/yyyy): 01/24/2018

End Date (mm/dd/yyyy): 01/23/2021

Renewal Options: One (1) Year Renewal remaining

JSEB Requirement: N/A

### Background/Recommendations:

JEA Electric Vehicles program separately contracted. implementation contractor since 2008 for other current JEA programs for Energy Efficient Products and threshold of \$300,000.00 and requires Awards Committee approval. Note, CLEAResult is also JEA's Response Form is attached. This second, one (1) year renewal, now exceeds the formal procurement Nexant. CLEAResult was selected as the lowest responsive and responsible bidder. A copy of the Advertised on 12/2017. This contract was competitively bid informally under Request for Proposal (RFP) 93158. At Response opening, 01/04/2018, JEA received two (2) Responses from CLEAResult and

Incentive Program contract with CLEAResult. The existing contract has enough to cover program and rebate incentives have now been used. administrative fees through the existing 01/24/20 expiration date, however, all of the funds for customer This request is for a second, one (1) year renewal, from 01/24/2020 to 01/23/2021 for the JEA Battery

for only 19 months, there is insufficient historical data to develop a sound forecast for adoption. of \$1,000,000.00 per year. Market research and response from local solar vendors revealed that the cost system. In January 2018, JEA selected CLEAResult to deliver the JEA Battery Incentive Program. The for battery storage adoption nationally. In addition, the JEA Battery Incentive Program has been around battery storage adoptions. As battery storage is a new technology, there are very limited forecast models market research, monitor battery storage adoptions and reanalyze the best rebate amount for promoting battery system. Customer Solutions & Market Development (CSMD) will continue to perform annual gave their approval before program launch to increase the incentive amount to a \$4,000.00 flat rebate per for a battery system was much higher than JEA initially estimated. As result, JEA's Senior Leadership program offers JEA customers an incentive to utilize solar technology to charge a household battery provide up to \$1,000,000.00 worth of rebates per year on the purchase of battery storage systems. This installation cost of a household battery system, up to \$2,000.00 per household, with a program maximum initial battery incentive program provided a one-time, thirty percent (30%) rebate on the purchase and On October 2017, the JEA Board of Directors approved the JEA Battery Incentive Program that will

FY18 and FY19 and a high end estimate for FY20: applications with a battery in FY20. The table below shows the results over the previous two (2) years trend holds true, with an estimated 300 solar projects per year, JEA may see over one hundred (100) two months (September and October 2019), 3 out of 10 solar applications included a battery. If the recent There has also been an increase is battery brands from one (1) in FY18, to six (6) currently. The previous program is growing with an increase in battery vendors from two (2) in FY18 to twelve (12) currently. there have been a total of 55 customers that have participated in the incentive program. Adoption of the The JEA Battery Incentive Program took effect on April 1, 2018. Since then, and until the end of FY19,

Fiscal Year	FY18	FY19	FY20 Estimate
Number of Battery Projects/Customers Participating	18	37	115
Number of Battery Vendor Participating	2	12	16
Solar Capacity (MW)	0.13	0.34	0.98
Battery Capacity (MWh)	0.17	0.51	1.42

not changed: The cost of the program is increasing year over year due to usage, however the rates shown below have

\$500,000.00			Total Award Cost:
\$1,205.50	,	V 2012	Reserve for Misc. Costs
\$2,794.50	115	\$24.30	Processing CLEAResult Administrative Costs
\$36,000.00	12	\$3,000.00	Monthly CLEAResult Programming Fees
\$460,000.00	115	\$4,000.00	Battery Customer Incentive Rebate
Total Cost	No. of units	Avg. Cost per unit	Battery Incentive Program Costs

subject to the availability of lawfully appropriated funds. Request approval for a one (1) year renewal to award CLEAResult Consulting, Inc. for JEA's Battery Incentive Program in the amount of \$500,000.00, for a new, not-to-exceed amount of \$800,000.00,

Manager: Gutierrez, Edgar A. - Manager Customer Solutions

VP: Director: Nichols, Vicki D. - Dir Customer Solutions & Market Development

Stewart, Kerri - VP & Chief Customer Officer

APPROVALS:

Chairman, Awards Committee

12119

Manager, Capital Budget Planning

Date

### Proposal Form

### APPENDIX B - PROPOSAL FORM RFP 93158 BATTERY REBATE PROGRAM

PROPOSER INFORMATION:

COMPANY NAME: CLEAResult Consulting Inc.	1
BUSINESS ADDRESS: 4301 Westbank Drive, Building A, Suite 300	
CITY, STATE, ZIP CODE: Austin, TX 78746	
TELEPHONE: 512.327.9200	
FAX:	
NAME & EMAIL OF CONTACT: Jennifer Clarke, Director; CLEAResult BD@clearesult.com	

PROPOSER MUST COMPLETE THE FOLLOWING INFORMATION AND RETURN THIS FORM VIA EMAIL TO ELAINE SELDERS AT SELDEL@JEA.COM.

WEBSITE: www.clearesult.com

## QUOTATION OF RATES (60 Points)

Contract. The rates provided shall include all profit, taxes, benefits, travel, shipping and all other overhead items. Please note, the rate quoted by Proposer shall be firm prices, not estimates. Proposer shall complete this Form, and provide its rates to perform the Work for the first year of the

# Please itemize costs by the following categories:

One-time charge for the setup of the process.

\$ 8,500.00

Monthly management fee, if not included in setup charge.

\$3,000.00

X 12 months = \$ 36,000.00

Processing fee per customer rebate paid and IRS 1099 form delivered

\$ 24.30

X 250 = \$ 6,075.00

Fee per customer service / satisfaction survey completed

\$ 53.00

X 120 = \$6,360.00

Total Annual Bid Price (Sum of all four (4) item costs listed above) \$ 56.935.00

# REQUIREMENTS (40 Points) ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE PROJECT

approach and proposed work plan, and explain how the Company intends to manage the engagement. Scope of Work. The description shall provide a comprehensive battery rebate program design Describe in your own format the Company's or team's approach to provide the services described in the

The following shall be included in the proposal.

## Describe your proposed approach for:

- Developing and Implementing the JEA Battery Rebate payment process
- Customer Service / Satisfaction Survey
- QA / QC check and balances

development and initial delivery). Provide the total number of FTE's that will work on the program during implementation (post-

Please use your own format for this section.

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

### Proposer's Certification

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

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

Signature of Authorized Officer of Proposer or Agent Date  Deremy Townsend, Vice President 501.221.4003	Phone Number	Printed Name & Title
cer of Proposer or Agent	501.221.4003	Jeremy Townsend, Vice President
	Date	Signature of Authorized Officer of Proposer or Agent
	1/4/2018	



### Formal Bid and Award System

Award #5 November 19, 2020

**Type of Award Request:** SOLE SOURCE

**Requestor Name:** Kilgo, Nancy A. - Dir Special Projects

**Requestor Phone:** 904-665-6439

**Project Title:** Owner's Representative Services for JEA Hardened Facility

Project Number: 8006428

**Project Location:** JEA

Funds: Capital

**Budget Estimate:** N/A

**Scope of Work:** 

This sole source request is for Owner's Representative Services for JEA Hardened Facility (HQ2) to Complement New JEA Headquarters (HQ).

JEA IFB/RFP/State/City/GSA#: N/A

Purchasing Agent: Selders, Elaine

Is this a ratification?:

NO
If yes, explain:

N/A

### **RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
CBRE, INC.	Stewart Green	stewart.green@cbre.com	D25 Water Street Suite 110	(904) 634- 1200	\$303,978.00

**Amount for entire term of Contract/PO:** \$303,978.00 **Award Amount for remainder of this FY:** \$156,078.00

**Length of Contract/PO Term:** Project Completion

**Begin Date (mm/dd/yyyy):** 11/13/2020

End Date (mm/dd/yyyy): Project Completion

JSEB Requirement: N/A – Sole Source

### **Background/Recommendations:**

JEA requires Owner's Representative Services for the planned JEA Hardened Facility (HQ2) to complement the new JEA headquarters (HQ). JEA engaged CBRE through a competitive solicitation in October 2017 to assist with project management of a new JEA headquarters. The process for the corporate headquarters was modified by JEA from the original approach in mid-2018 to include a competitive solicitation for building solutions. CBRE assisted JEA throughout the solicitation process and project planning continued under a modified approach including a build to suit lease solution for the HQ. Project planning and changes continued to May 2020 when the project scope was reduced and the JEA Board

approved the final scope and limits in June 2020. The final scope included separating out the Emergency Operations Center (EOC) and related support functions including personnel into a second hardened facility project, given the working name HQ2.

Much of the EOC and related scopes had been contemplated for the original HQ project. Given CBRE's continued involvement and working knowledge of the now split projects scopes, it is recommended to continue services with CBRE as Owner's Representative for the complementary HQ 2 project portion. The two projects and data related to scoping of each will provide for continuity and flow between the two projects. The requested service is an appropriate Sole Source Award because it is a follow up of services which may only be done efficiently and effectively by CBRE, who rendered the initial services to JEA by virtue of a contract which was competitively procured. The Scope of Work, Schedule of Fees and Sole Source Form are attached as Backup.

Supporting documentation includes a detailed scoping list of services and estimated hours and hourly rate from CBRE. CBRE has indicated that the hourly rate for this work be \$174 per hour. The rate represents an increase over the current rate for the HQ project of approximately 2.5% per year. CBRE's initial HQ contract was structured without an escalation clause and, as described, that work has extended beyond the original estimated completion of May 2020. CBRE also agreed to hold the original rate of \$162 per hour during a recent extension of the HQ contract through June of 2022. This request similarly does not anticipate an escalation clause for the work through project completion of HQ2.

Request approval to award a sole source award to CBRE, Inc. for Owner's Representative Services for the proposed JEA Hardened Facility for a not-to-exceed amount of \$303,978.00, subject to the availability of lawfully appropriated funds. The duration of the assignment should be through project completion.

Director:	Kilgo, Nancy	A. – Dir Government Affair	rs
Chief:	McElroy, Alar	n D. – Interim Chief Supply	Chain Officer
APPROVALS:			
Chairman, Awards Committee		Date	
Budget Representa	ative	Date	





9/3/20

### OWNER'S REPRESENTATIVE

HARDENED FACILITY, HQ2 - JACKSONVILLE, FL

For the Purpose of this scope, and pursuant to the original ITN, the project is defined as:

- a) JEA has a current need for over 200 employees in a hardened facility, with close proximity to HQ1 located in the CBD of Jacksonville, FL.
- b) Location is subject to JEA site selection option.
- c) These people will be relocated directly (no swing space) to the new facility.
- d) Project duration is 22 months.

Specific Duties. In providing the Services, CBRE shall have the following duties with respect to the Project in addition to those duties set forth in the Agreement:

- 1. Baseline Services (Occurring during all subsequent phases) Pre-Planning Stage
- a) Manage Budget, Document Cost and Forecast Indicated Outcome from Initial Pre-Planning Program budget to project completion.
- b) Manage Schedule, track current progress, new impacts and completions from Initial Pre-Planning Program schedule to project completion.
- c) Field, Manage and/or respond to client, consultant or other project influencer from and through emails, texts, phone calls and tracked deliverables, daily, for the project duration.
- d) Provide project guidance to client, in all aspects and phases, for project specific tasks.
- e) Track invoices, cost and financial impacts to property in monthly reporting.
- f) Evaluate project risk and risk register reporting on project progress in monthly reporting.
- g) Provide general standard reporting and presentation of project progress.



### 2. Pre-Planning Stage

- a) Begin Provide Monthly Status Report to evaluate Budget, Schedule, Scope and Risk.
- b) Site Tour (New Site and Existing Site\*) to provide feedback on potential project impacts.
  - \* Existing Site not included in original response. Significant evaluation and investigative analysis of real estate, facilities or other existing considerations not included.
- c) Identify intended delivery systems. Likely Progressive Design Build.
- d) Review and advise on Purchase/Sale terms.
- e) Review existing Due Diligence Reports, Environmental, Utility Components, Entitlements and COJ Requirements. Organize an exhibit within consultant RFP's to define conditions of development.
- f) Assist Client in the development of clear Project goals for time, cost and scope of the achievement of the Project. In conjunction with Client, develop realistic milestones and a budget for total Project costs including construction, equipment, furniture and design fees.
- g) Facilitate JEA field walks of workspaces to focus on workplace options.
- h) Work with JEA to define Project Charter, Success Metrics and Project Implementation Plan.
- i) Assist JEA in determining proper reporting protocol, to include Digital "Dashboard" and Community exposure intent.
- j) Work with JEA to identify funding amounts, contingencies and intended budget delineation.
- k) Assist client in RFP documentation, qualify the professional firms, and conduct interviews, evaluations and recommendations for selection of Design-Build Team. A selection matrix summarizing the proposals will be assembled to identify qualifications, alternatives, and other criteria for selecting the successful bidder through a CCNA type delivery model including negotiating towards rates. Provide recommendations to award a bid submitted to Client for approval, which recommendation will be based upon pricing, experience on similar projects, personnel assigned to the Project, level of trust, and overall ability to perform the Project and any other criteria defined by JEA. Negotiate agreement(s) with Design Team entities within predefined parameters.

### 3. Planning, Approvals & Procurement Stage

- a) Onboard Design. Identify Civil, Architectural, Structural & MEP leads and insure tracking with DB Project Manager and general design milestones.
- b) Review terms with JEA counsel as required to finalize Design contract(s).
- c) Coordinate program and approval protocols with Design-Build. (JEA, COJ, DDRB fully and SJRWM only as defined further herein).
- d) Direct and coordinate applicable Design-Build Team, authorities, and service organizations related to the Project.



- e) Direct and coordinate the Design-Build Team throughout the Project in the preparation of the Project program and the design from schematic through working drawing stages. Review the design periodically and give direction as required to coordinate and achieve the Project goals.
- f) Develop Project time schedules for the design stage and coordinate the activities of the Architect and Client business unit representative, project manager and design team.
- g) Assist Design-Build Team in identifying long lead items and recommend the purchase and procurement of long lead time items to arrange for delivery of strategic materials in conformance with the Project schedule.
- h) Review Design deliverables for adherence to industry expectations in completeness at various design milestones (Concept, Schematics, Design Development, CD's).
- i) Coordinate Real Estate notices and approvals ONLY as they relate to design and construction (specific impacts to be provided by JEA).
- j) Continue validation of scope, budget and schedule.
- k) Obtain client approvals on changes to Project parameters.
- I) Confirm capital appropriation.
- m) Provide oversight of Approval processes with City of Jacksonville and DDRB. Only as they relate to the design and construction of the New Facility.
- n) Provide oversight for IT, AV, Security and Controls scopes (Low Voltage). Implement initial coordination meetings and deliverables for these scopes to hit major milestones and budget expectations. (Depending on JEA's ability to design towards more current deliveries AND their ability to manage their internal Low Voltage programs, additional hours may be required. CBRE will provide baseline guidance, schedule management, budget identification and initial direction in 2-3 meetings with combined Low Voltage Groups.)
- o) Provide early visibility on F, F & E packages and oversight on broad solution opportunities. (Design Team to perform F, F & E package RFP, performance specifications and review for program compliance).
- p) Allow team to take advantage of CBRE's strategic partners (Fusion) and determine ability to contribute in Program.
- q) Obtain JEA's current best practices and minimum specifications on facilities. Review and coordinate with Design Team and CMAR any opportunities to confirm, improve or modify such and engage solutions as directed by JEA.
- r) Aid JEA in identifying Business Transitions (Change Management) services and fold these consultants and/or strategy into the Project Implementation Plan.

### 4. Construction Procurement Stage

- a) Coordinate "front end" documents including General and Special Conditions, contract formats, outline specifications and special contractor supplements through Design-Build Team governance.
- b) Provide a construction time schedule for inclusion in the bid documents and develop for Client a budget for major activities, based upon the schedule, for use in preparing a forecast.



- c) Review terms with JEA counsel as required to finalize "Build" (from Design-Build) contract.
- d) Upon receipt of Client's approval, award such work.
- e) Coordinate with JEA initial, procurement and final contract terms for engaging under a Design-Build relationship.

### 5. General Management and Coordination

- a) Insure Design-Build Team and consultants coordinate from initial program, design development, and through working documents, as made possible by their onboarding, to design towards a predefined budget and schedule. Activity shall include review of long lead procurement, project logistics, constructability, alternative approaches, alternative providers, and all such scopes as required to accurately land on budget at each phase of the design and approval processes.
- b) Review the work performed by the Build Team, in conjunction with the Design Team, through to completion and confirm Design-Build Team review so that the materials furnished and the work performed are in accordance with the drawings, specifications and contract documents.
- c) Coordinate with the Build Team the implementation of construction information systems, Project time control schedules and resources analysis as they relate to materials, manpower and costs.
- d) Assist Design-Builder in monthly reporting requirements, revisions and recommendations.
- e) Provide construction review status updates and other reports for each Project on a monthly basis.
- f) As directed by JEA protocols track insurance coverages of various vendors as required.
- g) Management of a formal Real Estate analysis of sites, their marketability and future impact to operations is NOT included.

### 6. Management of Active Construction

- a) Establish with the Design-Build Team on-site organization and lines of authority in order to carry out Client's overall plans in all phases of the Project on a coordinated and efficient basis.
- b) As applicable, require Build Team to maintain an on-site record-keeping system which will be sufficient in detail to satisfy an audit by Client. Such records shall include, but shall not necessarily be limited to, daily logs, progress schedules, manpower breakdowns (daily by trade), financial reports, quantities, material list, shop drawings, and the like.
- c) Coordinate the obtaining of all legally required permits, licenses, and certificates (COJ & DDRB). Coordinate through the applicable Build Team aspects of the work with local municipal authorities, governmental agencies, and utility companies who may be involved in the Project (as defined earlier herein).
- d) Coordinate through the Build Team the work of all subcontractors until final completion and acceptance of the Project by Client. In the event that the interpretation of the



meaning and intent of the contract documents becomes necessary during construction, ascertain the architect's and Client's interpretation, make recommendations as appropriate, and transmit such information on Build Team.

- e) Attend job meetings when necessary, attended by the full Design-Build Team and Client's representative to discuss procedures, progress, issues, scheduling and open items.
- f) Coordinate through the Design-Build Team testing provided by others as required by the technical sections of the specifications, and as required by the building code.
- g) Coordinate the review with the Design Team, for compliance with the contract documents, of shop drawings, materials and other items submitted by the Build Team.
- h) Review and recommend approval, in accordance with Client's procedures, all applications for payments submitted through vendor(s) in accordance with established procedures.
- i) Receive and review change order requests from Design-Build Team or from Client. Review unit prices, time and material charges and similar items. Monitor and advise upon request for changes required by field conditions and progress of the work, and obtain approval from Client and the architect.
- j) Review Build Team scheduling system to expedite materials and equipment deliveries through the course of construction.
- k) Establish early Risk Register and provide for the monthly forecasting of cost and schedule as impacted by potential risks or client directives.

### 7. Close-Out and Move Coordination

- a) Coordinate through End-Run schedule.
- b) Review Client's established move criteria.
- c) Cause client to provide inventories and recommend and coordinate intended reuse, salvage and recycling of existing client F, F & E.
- d) Based upon the Client's move criteria, recommend professional Move Management consulting firms and coordinate engagement process.
- e) Conduct Move Vendor RFP and negotiate contract.
- f) Coordinate physical move vendor and furniture/equipment installation activities with the Construction Team, for installation and building access.
- g) Assist Client in conducting a thorough damage assessment review with Move Vendors, fixturing supplier and the Construction Team.
- h) Close-out Move Vendor and Furniture / Equipment Installation Contracts.
- i) Establish, through Design-Build Team, a rolling completion list to define ongoing items within the construction from first phases of construction through final completion.
- j) Establish appropriate, industry standard and client defined close-out protocol and coordinate with Design-Build team and other consultants and providers finalization of the same.
- k) Provide final Cost Reports.



### 8. Post Construction

- a) At the appropriate time, coordinate the preparation of punch lists indicating the items of work remaining to be accomplished, and require that these items are completed in an expeditious manner.
- b) Assemble all guarantees, warranties, etc., as required by the contract documents and forward them to Client.
- c) Receive from the Design-Build Team, check and forward to Client all releases of claims required prior to issuance of final certificate of completion and final payment to the Construction Team.
- d) Expedite Build Team preparation of "as-built" drawings of the entire Project in accordance with the terms of the specifications.
- e) After completion of Project, CBRE's project manager will monitor, through Design Team, the expeditious follow-up and correction of all punch list items.

Additional Services. In conjunction with the Services, CBRE shall provide such other services as are reasonably requested by Client, subject to the Parties' mutual agreement as to the scope of, and pricing for, such other services.

### See attached SOV.

### SOV Notes:

- a. Move consider direct move from existing to new. No swing space or other phased move processes figured herein.
- b. AHJ's should be predictable approvals for the site chosen, however, we have not included an elongated permitting process or specific management of specific conditions not typically encountered with the CBD.
- c. NO FDEP or remediation management included herein.
- d. The work is for 22 months
- e. This will be a Design Build solution on HQ2
- f. We have not included the TI portion of the HQ2 contract
  - a. Much of this will happen organically in the program development phase of Shell/Core
  - b. We are prepared to help in that effort but a full TI scope is not discernable at this time
- g. JEA will onboard a Low Voltage consultant concurrently with the Design Builder
- h. Finally as with our original contract, CBRE's effort is defined by my client's requirements as much as it is standard scope activities. So, this can grow or shrink based on JEA's requests and decisions. This value is still an hourly rate, NTE.

**CBRE SCOPE SOV** 9/18/2020

SCHEDULE OF FEES HQ-2

HOURLY BY PHASES											
	START	FINISH	ESTIMATED MONTHS	ESTIMATED HRS/MNTH	ESTIMATED HOURS	R	ATE	EX.	TENSION	BILLI	MATED NG BY ONTH
MONTHLY RECURRING	9/1/20	7/2/22	22.0	26.1	573.4	\$	174	\$	99,777	\$	4,541
PRE-PLANNING	9/1/20	2/15/21	5.5	26.1	143.1	\$	174	\$	24,907	\$	4,541
PROCUREMENT	11/15/20	4/15/21	5.0	43.5	215.7	\$	174	\$	37,534	\$	7,569
PLANNING	3/15/21	11/15/21	8.0	34.8	280.0	\$	174	\$	48,720	\$	6,055
APPROVALS	5/15/21	12/15/21	7.0	13.1	91.7	\$	174	\$	15,958	\$	2,271
CONSTRUCTION	7/15/21	6/15/22	11.0	30.5	335.0	\$	174	\$	58,290	\$	5,298
CLOSEOUT	4/30/22	7/2/22	2.1	52.2	108.0	\$	174	\$	18,792	\$	9,083
			22.0		1,747.0			\$	303,978		

### Certification of Sole Source

### **3-111 Sole Source Procurements**

- (1) Conditions for Use. A Contract may be awarded for Supplies or Services as a Sole Source when, pursuant to the Operational Procedures, the Chief Procurement Officer or Designee determines that:
  - (a) there is only one justifiable source for the required Supplies or Services; or
  - (b) a service is a follow-up of Services that may only be done efficiently and effectively by the Company that rendered the initial Services to JEA, provided the initial procurement was competitive.

### **COMMENTARY:**

This method of procurement involves no competition and should be utilized only when justified and necessary to serve JEA needs. This Code contemplates that the chief purchasing officer promulgate operational procedures that establish standards applicable to procurement needs that may warrant award on a sole source basis.

### Name of Contractor or Supplier

CBRE, INC.

### **Description of Services or Supplies**

Owner's Representative Services for JEA Hardened Facility to Complement New JEA Headquarters (HQ). JEA engaged CBRE through a competitive solicitation in October 2017 to assist with project management of a new JEA headquarters. The process for the corporate headquarters was modified by JEA from the original approach in mid-2018 to include a competitive solicitation for building solutions. CBRE assisted JEA throughout the solicitation process and project planning continued under a modified approach including a build to suit lease solution for the HQ. Project planning and changes continued to May 2020 when the project scope was reduced and the JEA Board approved the final scope and limits in June 2020. The final scope included separating out the Emergency Operations Center (EOC) and related support functions including personnel into a second hardened facility project, given the working name HQ2.

### Certification

I the undersigned certify that:

\_\_ there is only one justifiable source for the required supplies, services, construction or real estate; or \_\_x\_ this is a professional service which is a follow-up of services that may only be done efficiently and effectively by the firm that previously rendered the initial services to JEA

### (Fill in with explanation)

Much of the EOC and related scopes had been contemplated for the original HQ project. Given CBRE's continual involvement and working knowledge of the now split projects scopes, it is recommended to continue services with CBRE as Owner's Representative for the complementary HQ 2 project portion. The two

projects and data related to scoping of each will provide for continuity and flow between the two projects.

Jak Wearf	, J	11/9/2020
Signature of Business Unit Manager		Date
Christine Nunziato		11/9/2020
Signature of Procurement Services M	Aanager	Date
Contract or Purchase Order Number:		Amount: \$
This sole source procureme	ttached to the purchase ordent shall be reported to the JE 1-113(2) of the JEA Purchasi	EA Board in accordance with
CC	ONFLICT OF INTEREST CERTIFICA	TE
	Contract:	
Bidder/Proposer must execute this form, f applicable, may result in rejection of a E	• •	e 112.313. Failure to submit this form,
hereby certify that the following named of 5%) in this company submitting a Bid/F Elections, 105 East Monroe Street, Jacks	Proposal and have filed Conflict of Inte	erest statements with the Supervisor of
Name	Title or Position	Date of Filing
Signature		Company Name
Name of Authorized Representative of Co (type or print)	ompany	Business Address
		City, State, Zip Code



### Formal Bid and Award System

Award #6 November 19, 2020

**Type of Award Request:** INVITATION TO BID (IFB)

**Request #:** 6866

**Requestor Name:** Breadon, William A. - Project Administrator Construction

**Requestor Phone:** (904) 665-4285

**Project Title:** Southside Service Center (SSSC) Asphalt Paving Improvements

**Project Number:** 8006795/207-38E

Project Location: JEA
Funds: Capital

**Budget Estimate:** \$780,000.00

**Scope of Work:** 

The scope of work for this project includes removal and installation of asphalt pavement in phases two (2) and three (3) parking areas specified in Appendix C for Southside Service Center (SSSC) located at 2325 Emerson St, Jacksonville, Florida. The Bidder shall provide a Bid amount for phases two (2) and three (3) and an alternate Bid amount for Phase (1). JEA will have the option to award just phases two (2) and three (3) or to award all three (3) phases if it is deemed to be in JEA's best interest. The award will be made on the lowest bid provided for phases two (2) and three (3). Asphalt parking areas are to be striped to match existing pavement, applying temporary striping after paving and again applying final striping after thirty (30) days. Each phase needs to be done two (2) weeks apart to allow curing time due to limited parking.

JEA IFB/RFP/State/City/GSA#: 080-20

**Purchasing Agent:** Selders, Elaine L.

**Is this a Ratification?:** NO

### **RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
KUDZUE 3 TRUCKING, INC.	Courtney Barber	kudzue (a)vahoo com	, ,	904-388- 7838	\$447,583.62

Amount for entire term of Contract/PO: \$447,583.62 Award Amount for remainder of this FY: \$447,583.62

**Length of Contract/PO Term:** Project Completion

**Begin Date (mm/dd/yyyy):** 01/01/2021

End Date (mm/dd/yyyy): Project Completion (Expected May 28,2021)

**JSEB Requirement:** Two Percent (2%) Goal

**Comments on JSEB Requirements:** 

M & J Striping (Striping) – 2%

### **BIDDERS:**

Name	Base Bid Amount	Alternate Bid	<b>Total Amount</b>
KUDZUE 3 TRUCKING, INC.	\$337,537.61	\$69,356.59	\$406,894.20
VALLENCOURT, INC.	\$384,306.00	\$86,386.00	\$470,692.00
CHARLES PERRY PARTNERS, LLC	\$437,000.00	\$110,750.00	\$547,750.00
CAP CONTRACTING	\$450,000.00	\$98,000.00	\$548,000.00

### **Background/Recommendations:**

Advertised on 09/28/2020. Five (5) prime contractors attended the optional site visit meeting. At Bid opening on 10/27/2020, JEA received four (4) Bids. Kudzue 3 Trucking, Inc. is the lowest responsible Bidder. A copy of the Bid Form is attached as backup.

The base Bid amount of \$337,537.61 is approximately fifty-seven percent (57 %) lower than the budget estimate. The decision was made to include the alternate phase 1 bid amount in the amount of \$69,356.59 due to the base Bid coming under budget for a new total of \$406,894.20. This solicitation contained the option to add a ten percent (10%) Supplemental Work Allowance (SWA) in the amount of \$40,689.42 to be used if needed for scope changes for a not to exceed amount of \$447,583.62.

This paving project was split into five (5) phases. Upon award, we intend to complete phases 1, 2 and 3 under this contract. The additional phases 4 and 5 will be completed after building renovations are completed at Southside Service Center (SSSC) and will be bid out separately.

080-20 - Request approval to award a contract to Kudzue 3 Trucking, Inc. for Southside Service Center (SSSC) Asphalt Paving Improvements project in the amount of \$447,583.62, subject to the availability of lawfully appropriated funds.

Manager:	Crane, Christopher T	Manager, Facilities Operations	3			
Chief:	McElroy, Alan D. – Inte	McElroy, Alan D. – Interim Chief Supply Chain Officer				
APPROVALS	:					
Chairman, Awards Committee		Date				
Rudget Renres	entative	 Date				

### Appendix B - Forms 080-20 Southside Service Center (SSSC) Asphalt Paving Improvements

Company Name: Kudzue 3 Trucking, Inc.	
Company's Address: P. O. Box 1799, Yulee, FL 32041	
License Number: N/A	
Phone Number: (904)388-7838 FAX No:(904) 384-9638 Email Address: kud	zue3@yahoo.com
BID SECURITY REQUIREMENTS  None required Certified Check or Bond (Five Percent (5%)  SAMPLE REQUIREMENTS  TERM OF CONTR One Time Purchas Annual Requirem Other, Specify - P SECTION 255.05, FLORIDA S	e ents roject Completion
SAMPLE REQUIREMENTS  None required Samples required prior to Bid Opening Samples may be required subsequent to Bid Opening  SECTION 255.05, FLORIDA S' Bond required 100% of Bid A	
QUANTITIES	INSURANCE REQUIREMENTS
Quantities indicated are exacting Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.	Insurance required
PAYMENT DISCOUNTS	
1% 20, net 30 2% 10, net 30 Other	
	1
None Offered	
None Offered  ENTER YOUR BID FOR SOLICITATION 080-20	TOTAL BID PRICE
None Offered	* \$337,537.61
None Offered  ENTER YOUR BID FOR SOLICITATION 080-20  Total Bid Price for the Phases two (2) and Phase three (3)	
ENTER YOUR BID FOR SOLICITATION 080-20  Total Bid Price for the Phases two (2) and Phase three (3) The award will be made on the lowest bid provided for these two (2) phases.  Total Alternate Bid Price for Phase one (1)	\$ \$337,537.61 \$ \$69,356.59 ned within this solicitation. I understand
Total Bid Price for the Phases two (2) and Phase three (3) The award will be made on the lowest bid provided for these two (2) phases.  Total Alternate Bid Price for Phase one (1) This is alternate pricing, to be awarded if it is in JEA's best interest.  I have read and understood the Sunshine Law/Public Records clauses contait that in the absence of a redacted copy my bid will be disclosed to the public "as-	\$ \$337,537.61  \$ \$69,356.59  ned within this solicitation. I understand is:  cuments pertaining to this Solicitation, that at the Company is legally authorized to do peropriate contractor's license for the work
Total Bid Price for the Phases two (2) and Phase three (3) The award will be made on the lowest bid provided for these two (2) phases.  Total Alternate Bid Price for Phase one (1) This is alternate pricing, to be awarded if it is in JEA's best interest.  I have read and understood the Sunshine Law/Public Records clauses contain that in the absence of a redacted copy my bid will be disclosed to the public "as-BIDDER CERTIFICATION"  By submitting this Bid, the Bidder certifies that it has read and reviewed all of the determinant the state of Florida, and that the Company maintains in active status an a (if applicable). The Bidder also certifies that it complies with all sections (including	\$ \$337,537.61  \$ \$69,356.59  The dwithin this solicitation. I understand is at the Company is legally authorized to do appropriate contractor's license for the work but not limited to Conflict Of Interest and  10/27/2020
Total Bid Price for the Phases two (2) and Phase three (3) The award will be made on the lowest bid provided for these two (2) phases.  Total Alternate Bid Price for Phase one (1) This is alternate pricing, to be awarded if it is in JEA's best interest.  I have read and understood the Sunshine Law/Public Records clauses contain that in the absence of a redacted copy my bid will be disclosed to the public "as-BIDDER CERTIFICATION"  By submitting this Bid, the Bidder certifies that it has read and reviewed all of the dot the person signing below is an authorized representative of the Bidding Company, the business in the State of Florida, and that the Company maintains in active status an a (if applicable). The Bidder also certifies that it complies with all sections (including Ethics) of this Solicitation.  We have received addenda	\$ \$337,537.61  \$ \$69,356.59  The dwithin this solicitation. I understand is at the Company is legally authorized to do appropriate contractor's license for the work but not limited to Conflict Of Interest and  10/27/2020
Total Bid Price for the Phases two (2) and Phase three (3) The award will be made on the lowest bid provided for these two (2) phases.  Total Alternate Bid Price for Phase one (1) This is alternate pricing, to be awarded if it is in JEA's best interest.  I have read and understood the Sunshine Law/Public Records clauses contain that in the absence of a redacted copy my bid will be disclosed to the public "as-BIDDER CERTIFICATION"  By submitting this Bid, the Bidder certifies that it has read and reviewed all of the dot the person signing below is an authorized representative of the Bidding Company, the business in the State of Florida, and that the Company maintains in active status an a (if applicable). The Bidder also certifies that it complies with all sections (including Ethics) of this Solicitation.  We have received addenda	\$ \$337,537.61  \$ \$69,356.59  The dwithin this solicitation. I understand is at the Company is legally authorized to do appropriate contractor's license for the work but not limited to Conflict Of Interest and  10/27/2020



### Formal Bid and Award System

Award #7 November 19, 2020

**Type of Award Request:** CONTRACT AMENDMENT

**Requestor Name:** Bides, Arthur R. **Requestor Phone:** (904) 665-8515

Project Title: Construction Management-at-Risk (CMAR) Services for the Bartram/US 1 and

Cecil Field Water Main Projects

Project Number: 8004924
Project Location: JEA
Funds: Capital

**Budget Estimate:** \$4,926,642.00 (Cecil Field GMP Estimate)

**Scope of Work:** 

JEA requests Proposals from interested and qualified Proposers to provide CMAR services during design and construction of the Bartram/US1 and Cecil Field Water Main projects. The work includes installation of water main in two different service areas within JEA.

The initial contract scope of work will consist of pre-construction phase services including design and constructability reviews, construction phase sequencing, coordination, maintenance of traffic, and maintenance of utility operations pre-planning, alternatives evaluations, cost estimating and cost control (value engineering) services, project schedule development, and preparation and submission of an open-book Guaranteed Maximum Price (GMP) proposal for construction phase services.

The contract shall be amended to include construction phase services following negotiation of a mutually acceptable GMP. The contract may be amended to include construction phase services in multiple phases. During the construction phase, the CMAR shall serve as the single point of responsibility for construction of the work in strict accordance with the contract documents.

JEA IFB/RFP/State/City/GSA#: 053-19

**Purchasing Agent:** Kruck, Daniel R.

Is this a Ratification?:

### **RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
GARNEY COMPANIES, INC.		mpoczekaj Mgarney com	1333 NW Vivion Road, Kansas City, MO	(407) 877-5903	\$3,967,259.00

Amount of Original Award: \$133,252.00

Date of Original Award: 07/25/2019

Change Order Amount: \$3,967,259.00

List of Previous Change Order/Amendments:

CPA#	Amount	Date	Reason
184081	\$8,587,658.85	1 11 // /11/ /11 /11	GMP for construction of the Bartram/US1 work, Approved by the Awards Committee.
184081	\$836,450.88	09/03/2020	Early purchase of ductile pipe to avoid price increases.

**New Not-To-Exceed Amount:** \$13,524,620.73 **Length of Contract/PO Term:** Project Completion

**Begin Date (mm/dd/yyyy):** 08/01/2019

End Date (mm/dd/yyyy): Project Completion (Expected: March 2022)

**JSEB Requirement:** Ten Percent (10%) Goal

**Comments on JSEB Requirements:** 

Original Award

N/A

Previous Contract Amendment (Bartram/US 1 GMP)

DJ Contracting (Trucking/Aggregate) - \$35,980.08 CSI/Meskel Engineering (Geotech) - \$17,673.00 KLW Concrete Cutting (Cutting) - \$15,475.00

Crossbow Cattle (Sodding) - \$14,248.89 Hancock Seeding (Seeding) - \$26,396.44

ACS Utilities (Asphalt Paving/Concrete Paving) - \$82,132.78

Bullard Fence (Fencing) - \$7,000.00

D&J Erosion Control (Erosion Control) - \$25,036.75

Total: \$223,942.94 (2.6% of GMP)

This Contract Amendment

Garmon Trucking (Trucking) - \$21,203.65

CSI Geo (Testing) - \$16,782.00 Total: \$37,985.65 (0.79% of GMP)

### **Background/Recommendations:**

Originally approved by Awards Committee on 07/25/2019 in the amount of \$133,252.50 to Garney Companies, Inc., and increased by the Awards Committee on 02/20/2020 for the GMP for the Bartram/US1 portion of the work. A copy of the previous awards are attached as backup. An administrative increase was approved on 09/03/2020 to purchase the ductile iron pipe for the Cecil Field portion of the work to avoid price increases.

This award request is for a contract increase to the CMAR contract of Garney Companies, Inc. for the Bartram/US 1 and Cecil Field Water Main Projects. The design of the Cecil Field Water Main is underway and is at the 90% stage. JEA requested a GMP for the construction work for the Cecil Field Water Main project based on the 90% design documents.

Negotiations were successfully completed for the GMP. The negotiated price of \$3,967,259.00 is approximately 19.5% below JEA's estimate. JEA's estimate included the price of the required ductile iron pipe that was previously authorized via an administrative increase for \$836,450.88. Pricing for the ductile iron pipe would have increased by \$135,113.52 if JEA waited to include it in the final GMP. When accounting for the ductile iron pipe, the total construction price is 2.5% below the JEA estimate and deemed reasonable. A copy of the GMP quote is attached for reference.

Request approval to award a contract amendment to Garney Companies, Inc. for CMAR Services for the Bartram/US 1 and Cecil Field Water Main projects in the amount of \$3,967,259.00 for a new not-to-exceed amount of \$13,524,620.73, subject to the availability of lawfully appropriated funds.

GM:	Vu, Hai X Interim GM Water	er/Wastewater Systems
APPRO	VALS:	
Chairma	an, Awards Committee	Date
Budget F	Representative	Date

DiMeo, Elizabeth A. - Mgr Project Management

Conner, Sean M. - W/WW Project Engineering & Construction

Manager:

**Director:** 



### Formal Bid and Award System

Award #4 July 25, 2019

Type of Award Request:

PROPOSAL (RFP)

Request #:

6485

Requestor Name:

Bides, Arthur R.

Requestor Phone:

(904) 665-8515

Project Title:

Construction Management at Risk (CMAR) Services for the Bartram/US1 and

Cecil Field Water Main Project

Project Number:

8004912, 8004924

**Project Location:** 

**JEA** 

Funds:

Capital

**Budget Estimate:** 

\$158,457.00 (Phase 1 Estimate for Bartram/US1)

Scope of Work:

JEA requests Proposals from interested and qualified Proposers to provide CMAR services during design and construction of the Bartram/US1 and Cecil Field Water Main projects. The work includes installation of water main in two different service areas within JEA.

The initial contract scope of work will consist of pre-construction phase services including design and constructability reviews, construction phase sequencing, coordination, maintenance of traffic, and maintenance of utility operations pre-planning, alternatives evaluations, cost estimating and cost control (value engineering) services, project schedule development, and preparation and submission of an open-book Guaranteed Maximum Price (GMP) proposal for construction phase services.

The contract shall be amended to include construction phase services following negotiation of a mutually acceptable GMP. The contract may be amended to include construction phase services in multiple phases. During the construction phase, the CMAR shall serve as the single point of responsibility for construction of the work in strict accordance with the contract documents.

This award positively impacts the following JEA Measures of Value:

Customer Value – Ensures a reliable supply line of potable water

JEA IFB/RFP/State/City/GSA#:

053-19

**Purchasing Agent:** 

Kruck, Daniel R.

Is this a Ratification?:

NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
GARNEY COMPANIES INC.	Will Poczekaj	1 300	1333 NW Vivion Road, Kansas City, MO	(407) 877- 5903	\$133,252.00

Amount for entire term of Contract/PO:

\$133,252.00

Award Amount for remainder of this FY:

\$16,490.00

Length of Contract/PO Term:

Project Completion

Begin Date (mm/dd/yyyy):

08/01/2019

End Date (mm/dd/yyyy):

Project Completion (Expected: May 2023)

### **JSEB Requirement:**

Ten Percent (10%) Goal

### Comments on JSEB Requirements:

No JSEB participation in Phase 1. Contractor will meet JSEB goal during Phase 2.

### PROPOSERS:

Name	Amount	Rank
GARNEY COMPANIES INC.	\$133,252.00	1
REYNOLDS CONSTRUCTION, LLC	N/A	2
JB COXWELL CONTRACTING INC.	N/A	3
KIEWIT INFRASTRUCTURE SOUTH CO.	N/A	4

### Background/Recommendations:

Advertised on 03/08/2019. Eight (8) prime companies attended the mandatory pre-proposal meeting held on 03/14/2019. At proposal opening on 04/09/2019, JEA received four (4) Proposals. The public evaluation meeting was held on 05/01/2019 and JEA deemed Garney Companies Inc. most qualified to perform the work. A copy of the evaluation matrix and negotiated fees are attached as backup.

Negotiations with Garney Companies Inc. were successfully completed for Phase 1 of this project. Phase 1 consists of developing the project schedule, design and constructability reviews, developing work packages, value engineering and developing the GMP for the Bartram/US1 portion of the work. These preconstruction costs are 1.7% of the estimated total construction costs and deemed reasonable (typically 1% - 3% of total construction costs). If negotiations for Phase 2 (GMP) are not successful, JEA reserves the right to not proceed with Phase 2 with this contractor. Due to capital budget restraints the Cecil Field water main portion of the work will be negotiated and completed after the Bartram/US1 work is completed. The contractor provided an initial budget estimate of the Bartram/US1 portion of the work, and it was within acceptable range for the project.

### The project details are below:

- Planning Project Budget: \$14,276,828.00
  - o Engineering Budget: \$1,561,428.00
    - Cecil Field: \$558,923.00
    - Bartram/US1: \$1,002,505.00
  - o Construction Budget: \$11,947,012.00
    - Cecil Field: \$4,657,692.00
    - Bartram/US1: \$7,289,320.00
  - Internal JEA Costs: \$768,388,00
    - Cecil Field: \$395,904.00
    - Bartram/US1: \$372,484.00
- Revised Project Budget: \$14,474,250.00
  - o Engineering Budget (Mott MacDonald): \$1,099,312.00
    - Cecil Field: \$379,300.00
    - Bartram/US1: \$720,012.00
  - o Construction Budget: \$12,580,584.00
    - Cecil Field: \$4,657,691.00
    - Bartram/US1: \$7,922,892.00
  - Internal JEA Costs: \$754,354.00
    - Cecil Field: 395,904.00

Bartram/US1: 398,450.00

- Original Project Schedule:
  - o Engineering Cecil Field Completion: June 2019
  - Engineering Bartram/US1: March 2019
  - Construction Cecil Field Completion: February 2021
  - Construction Bartram/US1: September 2021
- Revised Schedule:
  - Engineering Cecil Field Completion: September 2020
  - Engineering Bartram/US1: January 2020
  - Construction Cecil Field Completion: May 2023
  - Construction Bartram/US1: April 2022

### Major Changes/Issues

Engineering costs decrease by bundling these two projects together. Project schedule has changed to meet capital budget scheduled spend requirements. Construction cost estimate for Bartram/US1 have been updated to include additional jack & bores required by FDOT and increased material costs.

053-19 - Request approval to award a contract to Garney Companies Inc., for Phase 1 of Construction Management at Risk (CMAR) Services for the Bartram/US1 and Cecil Field Water Main project in the amount of \$133,252.00, subject to the availability of lawfully appropriated funds.

Manager: DiMeo, Elizabeth A. - Mgr Project Management

Director: Conner, Sean M. - Dir W/WW Project Engineering & Construction

VP: Calhoun, Deryle I. - VP/GM Water Wastewater Systems

APPROVALS:

Chairman, Awards Committee

Date

Manager, Capital-Budget Planning

perating Budgets

Date

### 053-19 Construction Management at Risk (CMAR) Services for the Bartram/US1 and Cecil Water Main Project

Vendor Rankings	Arthur Bides	Susan West	Erin Hilton-Jones	Σ Rank	Overall Rank
Garney Companies, Inc.	2	1	1	4	1
Reynolds Construction, LLC	1	2	3	6	2
Kiewit Infrastructure South Co.	3	3	2	8	3
JB Coxwell Contracting, Inc.	4	4	4	12	4

Arthur Bides	General Information (5 Points)	Key Staff Experience (30 Points)	Company Experience (25 Points)	Understanding of Scope of Work & Approach (40 Points)	Total	Rank
Garney Companies, Inc.	5	27.52	18	28	78.52	2
JB Coxwell Contracting, Inc.	4	23.72	21	27	75.72	4
Kiewit Infrastructure South Co.	5	25.44	15	33	78.44	3
Reynolds Construction, LLC	5	26.68	20	35	86.68	1

Susan West	General Information (5 Points)	Key Staff Experience (30 Points)	Company Experience (25 Points)	Understanding of Scope of Work & Approach (40 Points)	Total	Rank
Garney Companies, Inc.	4.5	15.48	20	29	68.98	1
JB Coxwell Contracting, Inc.	4.5	14.96	19	22	60.46	4
Kiewit Infrastructure South Co.	4.5	10.18	20	30	64.68	3
Reynolds Construction, LLC	4.5	14.52	21	28	68.02	2

Erin Hilton-Jones	General Information (5 Points)	Key Staff Experience (30 Points)	Company Experience (25 Points)	Understanding of Scope of Work & Approach (40 Points)	Total	Rank
Garney Companies, Inc.	4	22.68	22	37	85.68	1
JB Coxwell Contracting, Inc.	4	14.84	17	24	59.84	4
Kiewit Infrastructure South Co.	4	12.92	24	38	78.92	2
Reynolds Construction, LLC	4	12.52	22	38	76.52	3

Overall Averages	General Information (5 Points)	Key Staff Experience (30 Points)	Company Experience (25 Points)	Understanding of Scope of Work & Approach (40 Points)	Total
Garney Companies, Inc.	4.50	21.89	20.00	31.33	77.73
JB Coxwell Contracting, Inc.	4.17	17.84	19.00	24.33	65.34
Kiewit Infrastructure South Co.	4.50	16.18	19.67	33.67	74.01
Reynolds Construction, LLC	4.50	17.91	21.00	33.67	77.07

# JEA - Bartram/US-1 Water Main EXHIBIT A - PRE-CONSTRUCTION PHASE FEE BREAKDOWN



		62.00 \$	\$892	\$1,548	\$3,296	\$504	\$1,008	\$0	8	Packages - Total	Task 3 - Develop Work Packages - Total		
Company   Comp	7.348.00	62 \$	\$892	\$1,648	\$3,296	\$504	\$1,008	\$0	\$0	Task 3 Subtotal			
Company   Comp										\$98	Marty Adams	Trenchless Tech.	IB Landmark
Company   Comp	1 553	500	4	4	00					\$97	Patrick Kelly		Garney
Company   Control Explication		100								\$137	Jerry Taylor		Gamey
Complete National Project Schedules   Control Project Schedule   Control Project Sch		2 34	<b>b</b> .	10	8	4	80			\$126	Will Poczeka		Gamey
										\$174	Dan Smolik	9	Gamey
Complete National Project Schedules   Complete Sc										Rate	Name	Staff	Company
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	7		\$930	\$930	\$2,694	\$678	\$1,686	\$756	\$8,392	Task 2 Subtotal			
Control   Cont											Primavera P6		Gamey
Company   Contentral Project Administration   Contentral Project Schedule   Contentral Project Administration   Contentral Project Schedule   Contentral Project Administration   Contentral Project Schedule   Contentral Project Schedule   Contentral Project Schedule   Contentral Project Administration   Contentral Project Schedule   Contentral Project Administration   Contentral Project Schedule   Contentral Project Schedule   Contentral Project Administration   Contentral Project										\$98	Marty Adams	Tranchless Tech.	I B Landmark
Control   Cont										\$97	Patrick Kelly	Project Engineer	Gamey
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Company   Comp			0	on.	20	4	12	en en	44	\$126	Will Poczekaj	CMAR Manager	Gamey
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Contained   Final   Contained   Containe										Rate	Name	Staff	Company
Contract Project Management/Mestings   Scale   Scale		1											
Contract Project Management/Materings   S2887   S4,475   S4,595   S3,083   S2,287   S252   13											le	Maintain Project Schedu	Task 2 - Develop &
Constitution   Cons	18,446	135,00 \$	\$2.52	\$815	\$2,327	\$3,083	\$4,595	\$4,475	\$2,867	t/Meetings - Total	al Project Managemen	Task 1 - Gener	
Contame   Principal   Princi	1	138 \$	\$252	\$815	\$2,327	\$3,083	\$4,595	\$4,475	\$2,867	Task 1 Subtotal			
Contact   Project   Project   Park   Parks					-					\$98	Marty Adams	Trenchiess Tech.	I B Landmark
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SI	070,100	3 10	12,000	9 50	9	SSS	\$1,400	8	g			ering	Task 5 - Value Engine
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		-		way	n n	Tops	Allelier	W Y	2		E)	IASKI	

100%		4.8%	9.1%	22.9%	30.5%	20.3%	3,9%	8.4%	% of Cost Billed by Month	% of C		
\$133,252		\$6,430	\$12,125	\$30,489	\$40,681	\$27,037	\$5,231	\$11,259	Total Billable by Month	Tot		
		47	91	235	办	205	38	86	Total Hours by Month	10		
TOTAL COST	TOTAL HOURS	0,50	VON	[6]8]	SEPT	AUGUST	30,07	MAP	PROJECT TOTAL			
32,100,00	240 \$	\$1,704	\$4,732	\$16,240	\$0	\$9,424	ss	\$6	Task 6 - GMP Development - Total	Task 6 - GMP D		
32,1	240 \$	\$1,704	\$4,732	\$16,240	\$0	\$9,424	\$0	\$0	Task 5 Subtotal			
392	4					4			\$38	Marty Adams	Trenchiess Tech.	I B Landmark
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Ŋ	12 \$		4	4		4		1	\$13/	Jerry Laylor	Superintendent	Commey
	160 \$	00	16	88		48			\$126	WIII POCZEKAJ	CWAK Watlager	Celley
8,352	48 \$	4	8	22		14			\$174	Dan Smolik	Principal-in-Charge	Garney
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											pment	Task 6 - GMP Development
\$2,296.00	20	8	S	s	\$896	\$1,400	SO	93	Task 5 - Value Engineering - Total	Task 5 - Value B		
2,29		50	89	\$0	\$896	\$1,400	88	8	Task 5 Subtotal			
784	8				4	4			883	Marty Adams	Trenchless Tech	TB Landmark
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									\$174	Dan Smolik	Principal-In-Charge	
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											eering	Task 5 - Value Engineering
\$ 57,028.00	162	\$2,652	\$4,000	\$5,932	\$35,520	\$8,924	\$0	\$0	structibility - Total	Task 4 - Design & Constructibility - Total		
35,016	10				\$35,016,00			3	Expenses		Additional SUE	Southeastern Survey
22	162 5	\$2,652	\$4,000	\$5,932	\$504	\$8,924	\$0	\$0	Task 4 Subtotal			
2352	24 5			12		12	11		898	Marty Adams	Trenchless Tech.	TB Landmark
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									Rate	Name	Staff	Company
							3					
											onstructibility	Task 4 - Design & Constructibility
Total Cost	Total Hours	DEC	VOV	OCT	SEPT	AUGUST	JULY	JUN		сприоп	lask Description	

Bartram/US1 and Cecil Field Water Main Projects
The scope of work for this project is to furnish all labor, materials, equipment, and incidentals required to replace approximately 11,050 LF of 24" PVC pipe near Cecil Field and construction of approximately 17,450 LF of 24"

Budget Milestones	Date	Engineering Budget	Construction Budget	*JEA Indirect Costs	Total Project Cost	Engineering Schedule	Construction Schedule	Major Change/Issue
Planning - Cecil Field	April 2018	\$558,923.00	\$4,657,692.00	\$395,904.00		June 2019	February 2021	
Planning - Bartram/US1	April 2018	\$1,002,505.00	\$7,289,320.00	\$372,484.00	\$14,276,828.00	March 2019	Sentember 2021	N/A
Engineering Award - Cecil Field	December 2018	\$379,300.00	\$4,657,692.00	\$395,904.00		September 2020	May 2023	Engineering costs decreased by bundling these two
Engineering Award - Bartram/US1	December 2018	\$720,012.00	\$7,289,320.00	\$372,484.00	\$13,814,712.00	January 2020	April 2022	<ul> <li>projects together. Projects delayed to meet capital budget scheduling requirements.</li> </ul>
CMAR - Phase 1 - Cecil Field	April 2018	\$379,300.00	\$4,657,692.00	\$395,904.00		September 2020	May 2023	Construction costs for Bartram/US1 increased due to
CMAR - Phase 1 - Bartram/US1	July 2019	\$720,012.00	\$7,922,892.00	\$398,450.00	\$14,474,250.00	January 2020	April 2022	material prices increases. Cecil Field will be engineered after Bartram/US1 is completed
Estimate at Completion - Cecil Field	April 2018	\$379,300.00	\$4,657,692.00	\$395,904.00		September 2020	May 2023	
Estimate at Completion - Bartram/US1	July 2019	\$720,012.00	\$7,922,892.00	\$398,450.00	\$14,474,250.00	January 2020	April 2022	N/A

<sup>\*</sup>Typical project indirect costs include:

a. Project Management (PEC or contract Project Manager labor)

b. Services During Construction (PEC or contract inspection labor)

c. Project Support (JEA labor charges from supporting groups such as Operations, Environmental, etc.)

d. Land & Rights (real estate labor and purchases)

Date: 02/20/2020 Item# 7



### Formal Bid and Award System

Award #7 February 20, 2020

Type of Award Request: CONTRACT INCREASE

Request #: 6485

**Requestor Name:** Bides, Arthur R. **Requestor Phone:** (904) 665-8515

Project Title: Construction Management-at-Risk (CMAR) Services for the Bartram/US 1 and

Cecil Field Water Main Projects

Project Number: 8004912, 8004924

Project Location: JEA
Funds: Capital

Budget Estimate: Cecil Field: \$139,730.00, Bartram/US1: \$7,289,320.00

Scope of Work:

JEA requests Proposals from interested and qualified Proposers to provide CMAR services during design and construction of the Bartram/US1 and Cecil Field Water Main projects. The work includes installation of water main in two different service areas within JEA.

The initial contract scope of work will consist of pre-construction phase services including design and constructability reviews, construction phase sequencing, coordination, maintenance of traffic, and maintenance of utility operations pre-planning, alternatives evaluations, cost estimating and cost control (value engineering) services, project schedule development, and preparation and submission of an open-book Guaranteed Maximum Price (GMP) proposal for construction phase services.

The contract shall be amended to include construction phase services following negotiation of a mutually acceptable GMP. The contract may be amended to include construction phase services in multiple phases. During the construction phase, the CMAR shall serve as the single point of responsibility for construction of the work in strict accordance with the contract documents.

JEA IFB/RFP/State/City/GSA#: 053-19

Purchasing Agent: Kruck, Daniel R.

Is this a Ratification?: NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
GARNEY COMPANIES INC.	Will Poczekai		1333 NW Vivion Road, Kansas City, MO	(407) 877- 5903	\$8,587,658.85

Amount of Original Award: \$133,252.00

Date of Original Award: 07/25/2019

Contract Increase Amount: \$8,587,658.85

New Not-To-Exceed Amount: \$8,720,910.85

Length of Contract/PO Term: Project Completion

Begin Date (mm/dd/yyyy): 08/01/2019

End Date (mm/dd/yyyy): Project Completion (Expected: March 2022)

JSEB Requirement:

Ten Percent (10%) Goal

### Comments on JSEB Requirements:

Original Award

N/A

This Change Order (Bartram/US 1 GMP)

DJ Contracting (Trucking/Aggregate) - \$35,980.08

CSI/Meskel Engineering (Geotech) - \$17,673.00

KLW Concrete Cutting (Cutting) - \$15,475.00

Crossbow Cattle (Sodding) - \$14,248.89

Hancock Seeding (Seeding) - \$26,396.44

ACS Utilities (Asphalt Paving/Concrete Paving) - \$82,132.78

Bullard Fence (Fencing) - \$7,000.00

D&J Erosion Control (Erosion Control) - \$25,036.75

Total: \$223,942.94 (2.6% of GMP)

Note: JEA's JSEB Manager discussed with Garney various scopes of work as potential areas to allocate for JSEB participation.

### Background/Recommendations:

Originally approved by Awards Committee on 07/25/2019 in the amount of \$133,252.50 to Garney Companies Inc. A copy of the original award is attached as backup.

This award request is for a contract increase to the CMAR contract of Garney Companies Inc. for the Bartram/US 1 and Cecil Field Water Main Projects. The original award was only for pre-construction services for the Bartram/US 1 portion of the work. JEA delayed the start of engineering for the Cecil Field Water Main project for budgetary reasons.

The design for the Cecil Field Water Main is underway, and preconstruction services are needed at this time. Negotiations were successfully completed for the preconstruction services with Garney Companies Inc. The fees for this portion of the work are \$122,932.00 and include value engineering, project scheduling, estimating and Guaranteed Maximum Price (GMP) development, which is 12% below the estimate for this work and deemed reasonable.

The GMP for the Bartram/US 1 portion of the work has been successfully negotiated. The GMP for the construction phase of the work is \$8,464,726.85, which is 16.1% over JEA's original total construction planning budget. During the design, 2,000 feet of pipe was changed from open cut to horizontal directional drill (HDD), a jack and bore was added and an increased number of fittings were added to the Work accounting for the increase in price. The agreed upon GMP is 1.4% below JEA's estimate that is based on the current design documents. After review of the GMP line items with JEA W/WW estimating, the GMP is deemed reasonable, GMP negotiations of rates and contingencies resulted in a cost savings of \$816,208.93 from the originally submitted GMP. If the actual construction costs are less than the agreed upon GMP, JEA will share the savings with Garney Companies in a 75% (JEA) / 25% (Garney) split.

The project details are below:

- Bartram/US1 Planning Project Budget: \$8,687,729.00
  - o Engineering Budget: \$1,002,505.00
  - o Construction Budget: \$7,289,320.00
  - o Internal JEA Costs: \$395,904.00
- Bartram/US1 Revised Project Budget: \$10,038,596.85
  - Engineering Budget: \$720,012.00 (Mott MacDonald, CPA 179050)
  - Construction Budget: \$8,597,978.85 (Garney Companies, CPA 184081)
    - Phase 1: \$133,252.00 (Awarded 07/25/2019)
    - Phase 2: \$8,464,726.85 (This Award)

- o Internal JEA Costs: \$720,606.00
- · Bartram/US1 Original Project Schedule:
  - Engineering Bartram/US1: March 2019
  - Construction Bartram/US1: September 2021
- Bartram/US1 Revised Schedule:
  - o Engineering Bartram/US1: March 2020
  - Construction Bartram/US1: April 2021
- Cecil Field Planning Project Budget: \$5,589,099.00
  - o Engineering Budget: \$558,923.00
  - o Construction Budget: \$4,657,692.00
  - o Internal JEA Costs: \$372,484.00
- Cecil Field Revised Project Budget: \$5,555,828.00
  - Engineering Budget: \$379,300.00 (Mott MacDonald, CPA 179050)
  - o Construction Budget: \$4,780,624.00 (Garney Companies, CPA 184081)
    - Phase 1: \$122,932.00 (This Award)
    - Phase 2: \$4,657,692.00 (Budget Estimate)
  - o Internal JEA Costs: \$395,904.00
- · Cecil Field Original Project Schedule:
  - Engineering Cecil Field Completion: June 2019
  - Construction Cecil Field Completion: February 2021
- Cecil Field Revised Schedule:
  - Engineering Cecil Field Completion: October 2020
  - Construction Cecil Field Completion: March 2022

Request approval to award a contract increase to Garney Companies Inc. for CMAR Services for the Bartram/US 1 and Cecil Field Water Main projects in the amount of \$8,587,658.85, for a new not-to-exceed amount of \$8,720,910.85, subject to the availability of lawfully appropriated funds.

Manager:

DiMeo, Elizabeth A. - Mgr Project Management

Director:

Conner, Sean M. - Dir W/WW Project Engineering & Construction

VP:

Calhoun, Deryle I. - VP/GM Water Wastewater Systems

APPROVALS:

Chairman, Awards Committee

Date

Director, Financial Planning & Analysis

Date

N	EXTENSION	Ι,	UNIT PRICE		UNIT	QUANTITY	DESCRIPTION	SIZE	ITEM #	SCIITEM#			
	1,595,445	_	142.60	\$	LF	11,188.00	24" DI CL200 Water Main	24	XIII.1	10			
	1,704	_		\$	LF	20.00	20" DI CL250 Water Main	20	XIII.1	50			
	10,376	<del>-</del>		\$	LF	70.00	16" PVC DR18 Water Main	16	XIII.1	60			
	19,137	<del>-</del>	93.35	\$	LF	205.00	12" PVC DR18 Water Main	12	XIII.1	70			
	91,606	\$	602.68	\$	EA	152.00	24" Pipe Bell Restraint	24	XIII.6	30			
	1,530	\$		\$	EA	4.00	16" Pipe Bell Restraint	16	XIII.6	32			
	2,737	<del>-</del>		\$	EA	11.00	12" Pipe Bell Restraint	12	XIII.2	33			
	78,722	\$	2,714.55	\$	EA	29.00	24" 45 Degree Bend	24	XIII.2	100			
0.93	7,780	\$	2,593.64	\$	EA	3.00	24" Sleeve	24	XIII.2	130			
1.6	5,161	\$	2,580.80	\$	EA	2.00	24"x20" Reducer	24x20	XIII.2	150			
6.90	3,856	\$	3,856.90	\$	EA	1.00	24" Tee	24	XIII.2	160			
3.24	12,923	\$	2,153.87	\$	EA	6.00	16" 45 Degree Bend	16	XIII.2	170			
2.2	100,142	\$	16,690.38	\$	EA	6.00	24" Vertical Gate Valve	24	XIV.3	190			
9.12	81,049	\$	27,016.37	\$	EA	3.00	24x12 Connection	24x12	XIV.4	200			
8.7	26,868	\$	26,868.74	\$	EA	1.00	24x16 Connection	24x16	XIV.4	210			
2.3	41,492	\$	2,440.73	\$	EA	17.00	2" Manual ARV/Sample Tap	2	XIII.12	230			
5.3	75,685	\$	75,685.36	\$	EA	1.00	East Water Main Connection	24	XIII.1	240			
8.6	75,078	\$	75,078.67	\$	LF	1.00	West Water Main Connection	24	XIII.3	250			
9.3	163,849	\$	7,802.35	\$	LF	21.00	Hydrant Assemblies	6	XXIV.1	302			
8.6	18,728	\$	891.84	\$	LF	21.00	Hydrant Removal	6	XXIV.1	310			
4.1	66,634	\$	22,211.38	\$	EA	3.00	Ditch Crossings	-	XXIV.1	315			
9.93	24,909	\$	24,909.93	\$	LS	1.00	MOT	N/A	XIII.1	330			
0.1	65,740	\$	5.88	\$	LF	11,188.00	Erosion Control	N/A	XIII.1	490			
3.0	284,763	\$	4.58	\$	SY	62,156.00	Grass Restoration	N/A	VIII	340			
6.9	15,736	\$	26.23	\$	SY	600.00	Removal of Paving	N/A	IX.1	350			
5.49	121,845	\$	203.08	\$	SY	600.00	Asphalt Pavement Repair	N/A	IX.2	360			
	9,303	\$	9,303.00	\$	LS	1.00	Asphalt Milling and Resurfacing	N/A	IX.6	370			
8.18	388	\$	15.53	\$	SY	25.00	Removal of Sidewalk	N/A	X.1	380			
2.74	2,572	\$	102.91	\$	SY	25.00	Installation of Sidewalk	N/A	X.4	410			
1.98	53,421	\$	93.72	\$	LF	570.00	Removal and Replacement of Fencing	N/A	ΧI	440			
7.9	161,157	\$	14.39	\$	LF	11,200.00	Grout Abandonment	N/A	XIII.1	460			
0.0	750	\$	750.00	\$	LS	1.00	Permitting and Environmental	N/A		500			
6.8	82,416	\$	82,416.82	\$	LS	1.00	Mobilization	N/A		450			
1.4	519,731	\$	519,731.44	\$	LS	1.00	General Conditions Including Bond	-		530			
0.0	3,823,250.	\$			SUBTOTAL								
4.00	34,824	\$	34,824.00	\$	CONTINGENCY	1.00	CONTINGENCY: Tie-Ins		RISK ID04	620			
-		\$	-	\$	CONTINGENCY	1.00	CONTINGENCY: Stakeholder Coordination and Outages		RISK ID05	630			
9.0	59,319	\$	59,319.00	\$	CONTINGENCY	1.00	CONTINGENCY: Storm Sewer/Ditch Crossings		RISK ID10	670			
0.0	33,000	\$	33,000.00	\$	CONTINGENCY	1.00	CONTINGENCY: Restoration Maintenance		RISK ID11	680			
9.0	27,739	\$	27,739.00	\$	CONTINGENCY	1.00	CONTINGENCY: Water Main Break		RISK ID12	690			
0.0	5,000	\$	5,000.00	\$	CONTINGENCY	1.00	CONTINGENCY: Tree Mitigation		RISK ID13	700			
2.0	159,882.	\$	OTAL	UBT	<b>CONTINGENCY S</b>								
1.8	358,481	\$	358,481.88	\$	LS	1.00	CMAR CONSTRUCTION FEE 9%	-		520			
0.8	(836,450	\$	(836,450.88)	\$	LS	1.00	AMENDMENT 2 - PIPE PURCHASE	-		1,000			
3.00	3,505,163.	\$	ENDMENT 2	AM	TOTAL W/ FEE &								
7.0	143,127	\$	143,127.00	\$	ALLOWANCE	1.00	ALLOWANCE: Weather Delays		RISK ID01	570			
	164,257	\$	164,257.00	\$	ALLOWANCE	1.00	ALLOWANCE: Site Conditions		RISK ID02	580			
	71,796	\$		\$	ALLOWANCE	1.00	ALLOWANCE: Existing Utilities		RISK ID03	590			
	37,376	-	37,376.00	\$	ALLOWANCE	1.00	ALLOWANCE: Material/Sub Pricing and Availability		RISK ID06	640			
	45,540	_	45,540.00	\$	ALLOWANCE	1.00	ALLOWANCE: Severe Weather/Storm Preparedness		RISK ID09	660			
	462,096	\$	·	-	ALLOWANCE SUE		,						
	3,967,259.	<u> </u>			TOTAL GMP AME								

								OHANITITY DELTA EDOM	DIE	FEDERICE EDOM				
								QUANTITY DELTA FROM CURRENT TO LAST DESIGN		FERENCE FROM NT TO LAST DESIGN	EXTENSION	EXTENSION		EXTENSION
м	L		E		s/o	TAX	мн	PROGRESSION		ROGRESSION	Cecil - 90% Estimate	Cecil - 60% Estimate	Ceci	l - 30% Estimate
\$ 954,002.91	\$ 188,541.56	\$	172,215.51	\$		\$ 70,138.44	4,605.75	4.00	\$	(16,886.51)	\$ 1,595,445.69	\$ 1,612,332.20	\$	1,829,761.79
\$ 1,174.48	\$ 214.29	\$		\$	26.90	\$ 86.28	5.29	-	\$	(19.20)	\$ 1,704.20	\$ 1,723.40	\$	-
\$ 7,305.00	\$ 750.00	\$	707.90	\$	1,088.14	\$ 525.59	18.50	-	\$	194.72	\$ 10,376.62	\$ 10,181.90	\$	23,049.90
\$ 10,878.13	\$ 2,196.43	\$	2,073.12	\$	3,186.69	\$ 803.18	54.18	-	\$	117.49	\$ 19,137.54	\$ 19,020.06	\$	-
\$ 85,614.00	\$ -	\$	-	\$	-	\$ 5,992.98	-	(8.00)	\$	(4,821.42)	\$ 91,606.98	\$ 96,428.40	\$	84,877.43
\$ 880.00	\$ 300.00	\$	283.16	\$	-	\$ 67.30	7.40	-	\$	(26.89)	\$ 1,530.46	\$ 1,557.34	\$	3,366.33
\$ 1,045.00	\$ 825.00	\$	778.68	\$	-	\$ 88.82	20.35	-	\$	(73.93)	\$ 2,737.50	\$ 2,811.44	\$	-
\$ 33,672.94	\$ 21,750.00	\$	20,528.96	\$	-	\$ 2,770.16	536.50	-	\$	(1,949.17)	\$ 78,722.06	\$ 80,671.23	\$	91,619.25
\$ 3,144.41	\$ 2,250.00	\$	2,123.69	\$	-	\$ 262.84	55.50	1.00	\$	2,459.22	\$ 7,780.93	\$ 5,321.71	\$	6,703.09
\$ 2,072.27	\$ 1,500.00	\$	1,415.79	\$	-	\$ 173.55	37.00	-	\$	(134.43)	\$ 5,161.61	\$ 5,296.03	\$	3,333.36
\$ 1,770.14	\$ 1,000.00	\$	943.86	\$	-	\$ 142.90	24.67	-	\$	(89.62)	\$ 3,856.90	\$ 3,946.51	\$	5,058.80
\$ 3,822.82	\$ 4,500.00	\$	4,247.37	\$	-	\$ 353.06	111.00	2.00	\$	4,038.90	\$ 12,923.24	\$ 8,884.35	\$	42,103.00
\$ 80,874.45	\$ 7,095.00	\$	6,388.79	\$	-	\$ 5,784.03	172.60	-	\$	(584.35)	\$ 100,142.26	\$ 100,726.61	\$	146,057.19
\$ 39,222.24	\$ 18,000.00	\$	16,989.48	\$	3,750.00	\$ 3,087.39	444.00	-	\$	(1,613.11)	\$ 81,049.12	\$ 82,662.22	\$	29,960.10
\$ 13,637.04	\$ 6,000.00	\$	5,663.16	\$	500.00	\$ 1,068.54	148.00	-	\$	(537.70)	\$ 26,868.74	\$ 27,406.44	\$	92,679.43
\$ 19,733.33	\$ 11,305.00	\$	8,925.56	\$	-	\$ 1,528.45	265.20	-	\$	(721.36)	\$ 41,492.35	\$ 42,213.70	\$	46,689.91
\$ 29,730.04	\$ 12,000.00	\$	11,326.32	\$	20,320.00	\$ 2,308.99	296.00	-	\$	(1,075.41)	\$ 75,685.36	\$ 76,760.76	\$	83,924.63
\$ 29,163.04	\$ 12,000.00	\$	11,326.32	\$	20,320.00	\$ 2,269.30	296.00	-	\$	(1,075.41)	\$ 75,078.67	\$ 76,154.07	\$	73,672.56
\$ 94,522.01	\$ 34,230.00	\$	27,997.71	\$	-	\$ 7,099.66	810.60	-	\$	(13,581.77)	\$ 163,849.38	\$ 177,431.15	\$	202,817.22
\$ 1,365.00	\$ 9,581.25	\$	6,349.22	\$	1,260.00	\$ 173.17	215.25	-	\$	851.87	\$ 18,728.64	\$ 17,876.77	\$	21,103.31
\$ 21,000.00	\$ 22,500.00	\$	21,236.85	\$	-	\$ 1,897.30	555.00	-	\$	8,824.72	\$ 66,634.15	\$ 57,809.43	\$	80,254.81
\$ 17,776.99	\$ 3,000.00	\$	2,831.58	\$	-	\$ 1,301.36	74.00	-	\$	(268.85)	\$ 24,909.93	\$ 25,178.78	\$	17,499.58
\$ 31,200.00	\$ 6,000.00	\$	5,663.16	\$	20,579.00	\$ 2,297.95	148.00	4.00	\$	(530.70)	\$ 65,740.11	\$ 66,270.81	\$	65,657.25
\$ -	\$ 31,078.00	\$	29,333.28	\$	223,761.60	\$ 590.20	766.59	22.00	\$	(2,683.34)	\$ 284,763.08	\$ 287,446.43	\$	298,107.67
\$ -	\$ 5,400.00	\$	-,	\$	,	\$ 102.55	133.20	(14.00)	\$	(851.92)	\$ 15,736.90	\$ 16,588.81	\$	9,874.54
\$ 40,390.00	\$ 16,200.00	\$	15,290.53	\$	46,830.00	\$ 3,134.95	399.60	(14.00)	\$	(4,247.53)	\$ 121,845.49	\$ 126,093.02	\$	38,807.44
\$ -	\$ -	\$	-	\$	,	\$ -	-	-	\$	-	\$ 9,303.00	\$ 9,303.00	\$	26,656.92
\$ -	\$ 150.00	_	141.58	_	93.75	2.85	3.70	-	\$	(13.44)				418.52
\$ 	\$ 375.00	_	353.95	_	500.00	\$ 94.57	9.25	-	\$	(33.61)		\$ 2,606.35		2,524.56
\$ ,	\$ 8,550.00		8,070.00	-		\$ 321.97	210.90	-	\$	(766.23)		\$ 54,188.20	\$	57,226.01
\$ 16,252.00	\$ 12,000.00	_		\$	120,214.11	\$ 1,365.53	296.00	-	\$	(540.41)		\$ 161,698.37	\$	327,111.89
\$ -	\$ -	\$		\$	750.00	\$ -	-	-	\$	-	\$ 750.00	\$ 750.00	\$	750.00
\$ 12,600.00	\$ 10,825.00		-,	\$		\$ 1,067.70	263.00	-	\$	2,325.71		\$ 80,091.11	\$	99,083.78
\$ 183,367.53	111,896.26		-	\$	,	12,835.73	2,042.25	-	\$	(5,752.61)		\$ 525,484.05	\$	527,822.64
\$ 1,739,744.96	\$ 562,012.79	\$	409,535.08	\$	982,219.88	\$ 129,/37.29	13,025.28		\$	(40,066.28)	\$ 3,823,250.00	\$ 3,863,316.27		4,338,572.93
								-	\$	(22.246.00)	\$ 34,824.00	\$ 34,824.00	\$	51,768.00
								-	\$	(23,216.00)	\$ -	\$ 23,216.00	\$	81,768.00
								-	\$	9,887.00	\$ 59,319.00	\$ 49,432.00	\$	51,342.25
								-	\$	-	\$ 33,000.00	\$ 33,000.00	\$	-
								-	\$	- - -	\$ 27,739.00	\$ 27,739.00	\$	-
								-	\$	5,000.00	\$ 5,000.00	\$ -	\$	- 404 070 25
									\$	(8,329.00)	\$ 159,882.00	\$ 168,211.00	\$	184,878.25
								-	\$	(4,355.57)	\$ 358,481.88	\$ 362,837.45	\$	472,708.24
								-	\$	(836,450.88)			\$	472 700 24
									\$	(4,355.57)	\$ 358,481.88	\$ 362,837.45	\$	472,708.24
								-	\$	-	\$ 143,127.00	\$ 143,127.00	\$	114,861.50
								-	\$	-	\$ 164,257.00	\$ 164,257.00	\$	134,381.23
								-	\$	- (420,400,00)	\$ 71,796.00	\$ 71,796.00	\$	117,989.00
								-	\$	(130,109.00)	\$ 37,376.00	\$ 167,485.00	\$	69,250.00
								-	\$	(420,400,00)	\$ 45,540.00		\$	426.404.70
									\$	(130,109.00)	\$ 462,096.00	\$ 592,205.00	\$	436,481.73
									\$	(182,859.85)	\$ 4,803,709.88	\$ 4,986,569.73	\$	5,432,641.15



### Formal Bid and Award System

Award #8 November 19, 2020

Type of Award Request: JOINT PROJECT

**Requestor Name:** Williams, Michael S.

**Requestor Phone:** (904) 665-7454

Project Title: Nassau County MOU - Engineering Services for William Burgess Blvd. 16"

Water Main Extension

**Project Number:** 8006360

**Project Location:** JEA

Funds: Capital

**Budget Estimate:** \$135,000.00

Scope of Work:

This is a request to enter into a Memorandum of Understanding (MOU) with Nassau County to authorize a contract with GAI Consultants, Inc. (GAI) in accordance with the attached proposal and supporting documents for engineering, survey, permitting and subsurface utility engineering costs associated with the design of a new 16-inch water main along the William Burgess Blvd. Extension. Per JEA's Procurement Code, all engineering awards exceeding \$35,000.00 are considered Formal Purchases, requiring Awards Committee approval.

JEA IFB/RFP/State/City/GSA#: N/A

**Purchasing Agent:** Kruck, Daniel R.

Is this a ratification?

### **RECOMMENDED AWARDEE(S):**

Name	<b>Contact Name</b>	Email	Address	Phone	Amount
	Robert Companion	rcompanion@nassaucount	Pl, Yulee, FL	(904) 530- 6225	\$133,345.00

**Amount for entire term of Contract/PO:** \$133,345.00 **Award Amount for remainder of this FY:** \$133,345.00

**Length of Contract/PO Term:** Project Completion

**Begin Date (mm/dd/yyyy):** 11/30/2020

End Date (mm/dd/yyyy): Project Completion (Estimated: March 2021)

**JSEB Requirement:** N/A – Nassau County Joint Project

### **Background/Recommendations:**

Nassau County is extending William Burgess Blvd. from US 17 to Miner Road. This will be a multi-lane urban roadway section with curb and gutter and sidewalk along one side. As part of a Joint Project with Nassau County, it is proposed to design a total of 10,400 feet of 16-inch water main along this new roadway (9,100 feet along William Burgess and 1,300 feet along Miner Road). Currently, a single water

main connection exists between the West Nassau Water Treatment Plant (WTP) and the Nassau service area east of US 17.

Upon completion, this main will provide redundancy to the Nassau Water Grid. The water grid in Nassau County is largely comprised of single feed connections between the West Nassau, Lofton Oaks and Nassau Regional water treatment plants along SR 200. This configuration is caused by the significant wetland systems north and south of SR 200. While single feeds are able to meet current demands, no system redundancy is available to accommodate normal operation and maintenance activities or emergency repairs. To combat these conditions, additional water mains have been added where possible. The new 16 inch water main will serve as an additional connection to the rest of the Nassau Water Grid from the West Nassau WTP.

Nassau County followed the Consultants Competitive Negotiation Act (CCNA) in selecting the engineering consultant for this project (GAI, Inc.) for the design of the new roadway. Nassau County will have two (2) separate solicitations - one for Construction Engineering Inspection (CEI) services and one for construction of the project. Per the terms of the MOU, JEA's scope will be included in those solicitations. JEA will enter into contract with each successful bidder in accordance with the MOU. A copy of the MOU is attached for reference. For this award, JEA must pay Nassau County for the design work performed by GAI, Inc. for the JEA portion of the work. A copy of the GAI, Inc. fee proposal is attached for reference. JEA reviewed the proposal and the pricing is consistent with past projects and deemed reasonable.

By entering into this MOU with Nassau County, JEA expects to save engineering fees since Nassau County has already completed most survey requirements, subsurface investigations, wetland delineations and mitigation. JEA will also save costs during the construction phase by not having to pay for road restoration efforts and additional mobilization fees by the contractor.

Request approval for payment to Nassau County for the William Burgess Water Main Extension project engineering services in the amount of \$133,345.00, subject to the execution of the MOU and the availability of lawfully appropriated funds.

Date

Manager:	Sulayman, Mickhael - Mgr W/	WW Project Management	
Director:	Conner, Sean M. – Dir W/WW	Project Engineering & Construction	1
GM:	Vu, Hai X. – Interim GM Wate	er Wastewater Systems	
APPROVA	LS:		
Chairman,	Awards Committee	Date	

**Budget Representative** 

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date"), by and between JEA, a body politic and corporate in the City of Jacksonville ("JEA") and Nassau County, Florida ("Nassau County").

### Recitals

WHEREAS, JEA and Nassau County (collectively, the "Agencies" or, individually, an "Agency"), desire to jointly solicit bids for the design, construction and construction inspection and engineering services for the William Burgess Boulevard Extension Project, US 17 to Miner Road Water Main (the "Joint Project"); and

**WHEREAS**, JEA is authorized to enter into this MOU pursuant to Section 21.04(bb) of the Ordinance Code of the City of Jacksonville, and Section 3-116 of the JEA Procurement Code;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, each of the Agencies agrees as follows:

### Agreement

- 1. <u>Design Services.</u> Following execution of this MOU, Nassau County will amend its design contract with GAI, Inc. to include JEA's specifications for its portion of the Joint Project (the "Design Contract"). JEA will be responsible for all design costs associated with the incorporation of the water main design.
- 2. <u>Construction Services</u>. Upon completion of the design services, Nassau County will issue a Solicitation for construction services for the Joint Project in the form of a draft Solicitation circulated to, and approved by, JEA, prior to its issuance by Nassau County (the "Construction Solicitation").
- 3. <u>Construction Engineering Inspection (CEI) Services.</u> Upon completion of the design services, Nassau County will issue a Solicitation for Construction Engineering Inspection (CEI) services for the Joint Project in the form of a draft Solicitation circulated to, and approved by JEA, prior to its issuance by Nassau County (the "CEI Solicitation").
- 4. <u>Bidding.</u> Services procured under this MOU shall be procured in accordance with all applicable laws, including, but not limited to, the provisions of Sections 287.055, 255.0525

and 255.20 of Florida Statutes. Nassau County will allow JEA to review the responses to the Construction Solicitation prior to award. Nassau County shall award a contract under the Construction Solicitation based on price to the lowest qualified and responsible bidder, determining lowest price on the basis of lowest price for Nassau County's and JEA's portions of the Joint Project combined as a single project. For the CEI Solicitation, qualifications shall be evaluated on the basis of Nassau County's and JEA's portions of the Joint Project combined as a single project. Nassau County shall competitively negotiate a contract with the most qualified firm responding to the CEI Solicitation in accordance with Section 287.055, Florida Statutes.

- 5. <u>Award Recommendation</u>. Nassau County, on behalf of the Agencies, will manage the Construction Solicitation and CEI Solicitation (the "Solicitations") and make all administrative determinations concerning minimum qualifications, timeliness, responsiveness and all other aspects of administration of the Solicitations up to and including evaluation of bids and proposals as provided in paragraph 4. Nassau County shall consult frequently with JEA, and keep JEA fully informed, with respect to all aspects of such administration that may affect JEA's portion of the Joint Project in any manner.
- 6. <u>Contract</u>. Each Agency will enter into separate final contracts for its portion of the Joint Project as described in the Construction Solicitation and CEI Solicitation (collectively, the "Contracts" or, separately, a "Contract"). Nassau County shall include in the Construction Solicitation and CEI Solicitation standard contract terms and conditions on behalf of both Agencies, and all provisions requested by JEA to be applicable to its portion of the Joint Project.
- 7. <u>Term.</u> This MOU shall be effective on the Effective Date and shall continue until completion and acceptance of all services to be provided to the Agencies under this MOU in connection with the Joint Project, and resolution of any and all disputes in connection therewith.
- 8. <u>Fee Payment</u>. The costs of the Solicitations will be borne by Nassau County and JEA proportionately based upon the good faith estimate of the cost of the services procured on behalf of each Agency in advance of the issuance of the Solicitation. Each Agency shall be responsible for the payment of all costs and expenses for services and equipment provided to the Agency for its portion of the Joint Project and nothing in this MOU or in

- the Solicitations shall be construed to create an obligation of one Agency to cover any costs or expenses or create any liability of one Agency for the other Agency's portion of the Joint Project.
- 9. <u>Contract Management</u>: Each Agency will be responsible for administration of its own Contracts, including, but not limited to, all purchase orders, invoices, payments, contract management, amendments and renewals. However, each Agency shall continue to collaborate with the other Agency by providing notice to the other Agency as soon as reasonably possible after an Agency discovers any problems or issues with the services provided in connection with the Joint Project.
- 10. <u>Joint Marketing</u>. Each Agency will use commercially reasonable efforts to solicit interest in the Solicitations.
- 11. <u>Publicity</u>. All press releases issued by an Agency with respect to this MOU, the Solicitations or the Contracts shall be presented to the other Agency reasonably in advance of issuance and shall be subject to the other Agency's prior approval, which shall not be unreasonably withheld or delayed.
- 12. Procurement Management. Each Agency shall appoint a single individual (a "Procurement Manager") to be primarily responsible for: (1) arranging all meetings, visits and consultations between the Agencies relating to the Solicitations; (2) receiving all notices under this MOU and the resulting Solicitations; and (3) coordinating all administrative matters relating to the Solicitations. The Procurement Managers shall also be responsible for coordinating the resolution of any issues and disputes between the parties arising under this MOU. From time to time during the terms of this MOU, each Agency may replace its Procurement Manager with another person having equivalent authority by providing written notice to the other Agency.
- 13. <u>General</u>: This MOU may be amended only by a written instrument executed by both Agencies. This MOU and all transactions contemplated herein shall be governed by, construed in accordance with, and enforced under the laws of the State of Florida. Any litigation involving this MOU shall take place in the state or federal courts located exclusively in Nassau County, Florida.

## [SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties have caused this MOU to be executed and delivered by their duly authorized officers, as of the Effective Date.

Nassau County, Florida
By:
Its:
JEA
Ву:
Its:
Approved as to Form:
Office of General Counsel, Jacksonville, Florida
Approved as to Form:
General Counsel to Nassau County



Michael Williams, PE Water/ Wastewater Engineer W/WW Project Engineering & Construction 21 West Church Street, T-4 Jacksonville, Florida 32202

## Subject: <u>JEA Water Main Services for William Burgess Blvd. Extension</u>

Dear Mr. Williams,

GAI Consultants, Inc. (GAI) respectfully submits the following Scope of Services and Fee Proposal for subject contract for a lump sum fee of \$133,345.

The scope of work was is to design a 16" WM w completed survey to date.

The assignment entails added services not included under the roadway William Burgess Blvd. Extension (WBE) project by Nassau County (Bid No. NC19-016). The JEA plans and specifications will be let for construction simultaneously as part of the same construction contract.

#### Scope of Services for the new water main design are as follows:

- Approximately 9200 LF of new 16" water main will be installed along the new WBE right of way.
- Approximately 1300 LF of new 16" water main will be installed from WBE north to Bear Lane along Miner Rd.
- This new water line will connect to the existing JEA 16" water mains at the intersections of WBE and US 17 to the west and Miner Rd. and Bear Lane to the east.
- GAI to coordinate new roadway and water main alignment with future JEA planned reclaimed booster and master pump stations along the central portion of the project.
- GAI to coordinate new roadway and water main alignment with existing JEA reclaimed water spray fields and piping to remain in the central portion of the project, which discharge and drain to the north.
- The new 16" water main will be installed on the north side of the new William Burgess Blvd Extension and along the west side of Miner Rd. from WBE to Bear Lane.
- FDOT Utility Permit will be required for work in the US 17 right of way. GAI will prepare and submit the application package for the FDOT permit.
- JEA Water Main Permit review and DEP permit submittal will be required.
- SUE services are expected at the west and east ends of the project and along Miner Rd.
- The portion of new water main located along Miner Rd. from William Burgess Blvd. to Bear Lane is outside of the scope of the roadway survey being completed by GAI for Nassau County and will be required to complete the new water main design.
- The new water main is proposed to be installed by open cut installation and sidewalk and roadway repairs will be included in the plans.
- Added MOT and water main service connection detailing to address side street closures on the west and east ends of the project limits.
- JEA is to provide as-built plans and GIS information to GAI for US 17 and Miner Street for connection to existing water supply as needed.
- All work within the FDOT right-of-way will be designed to FDOT Standards and Specifications.
- GAI will provide a line and grade schematic of the water main for JEA to review. The alignment and route agreed upon will then progress into designs stage for 90% submittal. The submittal will be in

Michael Williams, PE William Burgess Fee Proposal 11/5/20

tandem with roadway set as this 90% once approved will move forward to a 100% plan set for final review and bidding. The full size 24"x36" paper copy will be submitted to the JEA for permit review and DEP permit approval for subsequent approval and release of bid documents for construction.

### Fee Proposal:

These services can be completed for a fee as follows:

GAI Engineering /Design/ Expenses Lump Sum Fee: \$130,345.00 SUE Services (LS for 6 locates): \$3,000.00

## Revised Fee=\$133,345

### **Exclusions:**

- Force Main or Reclaim Water Design
- Geotechnical Investigations. Geotechnical data extracted from the roadway design will be utilized.
- Post Design Services.
- Directional boring.

## **Design Schedule:**

A design schedule will be provided within 10 days of Notice to Proceed (NTP).

Thank you for the opportunity to submit this proposal. We trust that this proposal will meet your expectations. Please if you have any questions fell free to call me at 904-237-2466.

Sincerely,

Ronald Hoogland, P.E. **Director of Engineering** 

Attachment//

cc. Mickhael Sulayman, PE



1								GAI Estimate by:	RFH			11/5/202	
<del> -</del>													
		Project Manager/ Utility		Senor Project Engineer		EIT (GAI/N03)							
Title	Principal (GAI/E09)	Eng (GAI/E07)	EOR (12yrs GAI/E06))		ngineer (GAI/E04)	Lead Cad (GAI/E05)	CAD (GAI/N03)	Clerical (GAI/N02)	PSM 405.00 A	Survey CAD	Survey Field Crew	Labor Hrs.	Notes
Task 1 - Project Definition, Project Kickoff and Project Management	\$ 280.00	\$ 195.00 16	\$ 170.00 16	\$ 150.00 \$	125.00		\$ 95.00	\$ 75.00	\$ 195.00 \$	95.00	\$ 175.00		
lask 1 - Project Definition, Project Rickoff and Project Management	\$ 560.00					s -	s -	\$ 600.00	s - s	-	\$ - \$ 7,000.00		2
Task 2 - Conceptual Design - 15% Line and Grade complete	<b>0</b> s -	<b>o</b> .	o \$ -	s - s	0 .	o \$ -	\$ -	o \$ -	s - s	0 -	s - s -		Adjusted to reduce hours below for 15% accomplisher
Task 3 - Project Design Development Stage - 15% to 90% (70% effort)	<b>3</b> \$ 840.00	56 \$ 10,920.00	122 \$ 20,740.00	113 \$ 16,950.00 \$	111 13,875.00	66 \$ 6,930.00	214 \$ 20,330.00	o s -	o s - s	0 -	0 \$ - \$ 90,585.00	68	5
Task 4 - Project Final Design - 90% to 100% (15% effort)	\$ 280.00	12 \$ 2,340.00	<b>26</b> \$ 4,420.00	\$ 3,600.00 \$	24 3,000.00	14 \$ 1,470.00	<b>46</b> \$ 4,370.00	o s -	s - s	0 -	\$ - \$ 19,480.00	14	7
Task 5 - JEA WM and DEP Utiliy Permit	o s -	\$ 780.00	16 \$ 2,720.00	\$ 600.00 \$	<b>4</b> 500.00	<b>4</b> \$ 420.00	o s -	o s -	s - s	0 -	\$ - \$ 5,020.00	3	2
Task 6 - Bidding Services	s -	\$ 1,560.00	16 \$ 2,720.00	\$ 600.00 \$	4 500.00	\$ \$ 840.00	<b>12</b> \$ 1,140.00	s -	s - s	0 -	\$ - \$ 7,360.00	s	2
	s -	s -	s -	s · s	0 .	s -	\$ -	s -	s - s	0 -	0		0
Cost per title Hours per title Hours percent distribution	\$ 1,680.00 6	\$ 18,720.00 96 10%	\$ 33,320.00 196 20%	\$ 21,750.00 \$ 145	17,875.00 143 15%	\$ 9,660.00 92 10%	\$ 25,840.00 272 28%	\$ 600.00 8	\$ - \$ - 0%	- - 0%	\$ - 0%	95	8
noa paren agricon	1.0	10,0	10%	13%	13%	13%	10,0	1.0	5.2		GAI Subtotal - Lump Sum \$ 129,445.00 Expenses - Lump Sum \$ 900.00	6ea @\$500 each	
				Summ	ary of plan/product	tion hours below			•				
Plan Preparation													
Cover Sheet	0	0	2	0	0	0	6	0		J		8	
Typical Utility Sections	0	2	4	0	4	4	8	0				22	
General Notes	0	2	4	0	4	0	8	0				18	
Qty tab (SUE table)	0	0	6	0	0	4	8	0				18	
Water Main Plan and Profile (1"=20' scale)	0	16	56	80	96	24	160	0				432	
Roadway and Sidewalk Repair Plan Sheets	o	2	8	4	8	16	8	0				46	
Intersection Watermain Connection Details	0	2	8	8	16	8	16	o				58	
Water Standard Details	0	2	2	2	2	2	8	0				18	
MOT Cross Section and Phasing Notes (FDOT included)	o	2	4	4	4	4	8	0				26	
MOT plans (FDOT included)	0	8	14	14	4	4	36	0				80	assuming some of the analysis effort shared with re
Striping Plan Detail sheet (impacts outside roadway set)	0	0	4	9	4	0		0				24	Joine or the unuryara errort shalled with h
Cost Estimate/Quanitities (schedule of values)	0	,	16		-		16	0				42	
Utility Coordination		2	4		8	8	10					34	
	1	4	4	4	8	8	8	0				34 45	
FDOT Utility Permit	1	4	2	8	0	8	8	0				10	
Specifications	U	2		6			0	U					coordinate specs with county spec
Subtotal hours	U	46	142	138	158	90	306	U				881	
QaQC and Supervision 8%	4	26	24	16	0	0	0	0				70	QaQc at 5%, supervision at 3%
Field Meetngs	0	8	8	8	0	4	0	0			1	28	1



## Formal Bid and Award System

Award #9 November 19, 2020

**Type of Award Request:** INVITATION FOR BID (IFB)

**Requestor Name:** Sebastian Chmist **Requestor Phone:** (904) 665-7016

**Project Title:** Circuit 915 Partial Rebuild

**Project Number:** 8004735 **Project Location:** JEA

Funds: CAPITAL Budget Estimate: \$1,330,785.00

**Scope of Work:** 

JEA is soliciting Bids from contractors (hereinafter referred to as "Company") for construction services for Circuit 915 structures #44B through #51 rebuild.

The Work will include, but is not limited to Transmission construction which will include the setting of three (3) new spun concrete transmission poles, five (5) new steel transmission poles, and five (5) new vibratory steel caisson foundations. Work will also include the re-framing of one (1) existing spun concrete transmission pole and one (1) existing wooden H-frame transmission structure. Transmission Conductor installation will include sagging / tensioning of new 1590 ACSR "Falcon" conductor and 3#6 AW shield wires. Distribution construction will include setting six (6) new static cast distribution poles. Distribution Conductor installation will include sagging / tensioning of new 556.5 ACSR "Parakeet" conductor, 636 AAC "Orchid" conductor, and 4/0 AAAC "Alliance" neutral wire. Demolition work will include the removal of six (6) existing wooden H-frame transmission structures, one (1) spun concrete transmission pole, and one (1) static cast concrete distribution pole. All guy wires, anchors, wires, conductors, and hardware shall be removed and disposed of as indicated per these construction drawings and specifications.

Construction is scheduled to start on 02/01/2021. Work is to be substantially completed by 03/12/2021.

JEA IFB/RFP/State/City/GSA#: 093-20

**Purchasing Agent:** Lovgren, Rodney

Is this a Ratification?:

## **RECOMMENDED AWARDEE(S):**

Name	<b>Contact Name</b>	Email	Address	Phone	Amount
HENKELS & MCCOY INC.		henkels.com	· ·	904-449- 3045	\$1,540,457.58

Amount for entire term of Contract/PO: \$1,540,457.58

Award Amount for remainder of this FY: \$1,540,457.58

Length of Contract/PO Term: Project Completion

**Begin Date (mm/dd/yyyy):** 12/01/2020

End Date (mm/dd/yyyy): Project Completion - Estimated Completion 03/12/2021

**JSEB Requirement:** N/A - Optional

#### **BIDDERS:**

Name	Bid Amount
HENKELS & MCCOY, INC.	\$1,540,457.58
C AND C POWER LINE, INC.	\$1,600,999.40
MICHELS POWER, A DIVISION OF MICHELS	\$2,382,921.83
VOLT POWER LLC	\$2,308,608.63

#### **Background/Recommendations:**

Advertised on 10/07/2020. Seven (7) prime companies attended the optional prebid meeting. Seven (7) prime companies completed the mandatory site visit. At Bid opening on 11/03/2020, JEA received four (4) Bids. JEA determined Henkels & McCoy Inc. to be the lowest priced Responsive and Responsible Bidder. A copy of the Bid Form is attached as backup.

The 100% design estimate for contractor cost was \$1,330,785.00. The lowest bid for contractor costs came in at \$1,540,457.58, an increase of \$209,672.58. The 100% design estimate included 5% SWA and up to \$302,000.00 in estimated matting costs. During the procurement process, SWA was increased to 10%. In addition, there was an addendum that changed matting to an allowance in the amount of \$500,000.00. The changes were made to account for the risk of the outage on circuit 915 being cancelled during construction. In order to perform the work safely, a four (4) week continuous outage on circuit 915 is required. Since a continuous four (4) week outage has risk, a plan was developed during which the circuit could be returned into service at different points throughout construction in case of a system emergency. To support this the SWA was increased to account for possible JEA system emergencies. The matting allowance was increased to account for unknowns in the duration of construction should an emergency occur.

As a result of the matting allowance and SWA increase, the impact to the bid is a \$277,920.80 increase. If there are not any system emergencies, the expected cost will be \$1,262,536.78. The actual cost will depend on the length of time the matting is used and if the circuit needs to be re-energized during construction due to a system emergency. Based on these factors, the price is deemed to be reasonable. Budget funds have been trended to support the increased cost estimate. Remaining budget will be returned upon project completion.

093-20 – Request approval to award a contract to Henkels & McCoy Inc for construction services for Circuit 915 in the amount of \$1,540,457.58, subject to the availability of lawfully appropriated funds.

Manager:	Hamilton, Darrell D Mgr Transmission and Substation Projects					
<b>Director:</b>	Limbaugh, Margaret Z. – Dir	Energy Project Management				
Sr. Director:	r. Director: Acs, Gabor - Sr Dir Engineering & Projects					
Chief:	Erixton, Ricky D Interim General Manager Electrical Systems					
APPROVALS:						
minko villo.						
Chairman, Awar	ds Committee	Date				
Budget Represent	tativa	Date				
Duaget Represent	aurc	Dail				

Site Mob / Preparat Demob lon / Bond	1	ITEM DESCRIPTION	UOM	Quantity		nit Price		tended Price
	•	1.1 MOBILIZATION	Lump Sum	1	\$	29,651.24	\$	29,651.24
	2	1.2 DEMOBILIZATION	Lump Sum	1	\$	19,651.24		19,651.24
ite Dara Dn	3 4	1.3 BID BOND 2.1 SURVEYING - ESTABLISH LIMITS OF TREE TRIMMING	Lump Sum	1	\$	9,325.00 6,562.50		9,325.00 6,562.50
	5	2.1 SURVEYING - ESTABLISH LIWITS OF TREE TRIMINING  2.2 SURVEYING - STAKE POLE LOCATIONS	Lump Sum Lump Sum	1	\$	3,437.50		3,437.50
S Pre i	6	2.3 TREE TRIMMING	Lump Sum	1	\$	52,219.67		52,219.6
	7	3.1 TRANSPORTATION OF JEA PLATING MATERIALS TO JOB SITE	Lump Sum	1	\$	35,080.44		35,080.44
	8	3.2 RETURN UNUSED JEA MATERIALS	Lump Sum	1	\$		\$	2,754.37
	9 10	3.3 RECEIVE, UNLOAD AND SPOT STRUCTURES AND ASSOCIATED HARDWARE 3.4 SET AND FRAME CONCRETE POLE #44A	Lump Sum Lump Sum	1	\$	43,524.52 28,106.50	_	43,524.52 28,106.50
val	11	3.5 SET AND FRAME CONCRETE POLE #50A	Lump Sum	1	\$	26,201.00	\$	26,201.00
removal	12	3.6 SET AND FRAME CONCRETE POLE #50B	Lump Sum	1	\$	25,862.96		25,862.96
	13	3.7 RE-FRAME EXISTING CONCRETE POLE #44B	Lump Sum	1	\$	4,366.00		4,366.00
Hardware Installation/	14 15	3.8 RE-FRAME EXISTING WOOD H-FRAME #51 3.9 INSTALL STEEL CAISSON #45	Lump Sum Lump Sum	1	\$	4,366.00 5,625.00	\$	4,366.00 5,625.00
talla	16	3.10 INSTALL AND FRAME STEEL POLE #45	Lump Sum	1	\$	<u> </u>		7,640.2
s Ins	17	3.11 INSTALL STEEL CAISSON #46	Lump Sum	1	\$	5,625.00		5,625.0
vare	18	3.12 INSTALL AND FRAME STEEL POLE #46	Lump Sum	1	\$	7,640.26		7,640.2
ardv	19	3.13 INSTALL STEEL CAISSON #47	Lump Sum	1	\$	5,625.00		5,625.0
Ϊ p	20 21	3.14 INSTALL AND FRAME STEEL POLE #47 3.15 INSTALL STEEL CAISSON #48	Lump Sum Lump Sum	1	\$ ¢	7,640.26 5,625.00		7,640.2 5,625.0
, and	22	3.16 INSTALL AND FRAME STEEL POLE #48	Lump Sum	1	\$	7,640.26		7,640.2
Structures,	23	3.17 INSTALL STEEL CAISSON #49	Lump Sum	1	\$	5,625.00		5,625.0
nctı.	24	3.18 INSTALL AND FRAME STEEL POLE #49	Lump Sum	1	\$	7,640.26		7,640.2
	25	3.19 SET AND GROUND DISTRIBUTION POLE #4468	Lump Sum	1	\$	11,322.61		11,322.6
tribution	26 27	3.20 SET AND GROUND DISTRIBUTION POLE #4450 3.21 SET AND GROUND DISTRIBUTION POLE #4434	Lump Sum	1	\$ ¢	11,322.61 11,322.61	\$	11,322.6
ribu	28	3.22 SET AND GROUND DISTRIBUTION POLE #4418	Lump Sum Lump Sum	1	\$	11,322.61		11,322.6 11,322.6
Dist	29	3.23 SET AND FRAME DISTRIBUTION POLE #4402	Lump Sum	1	\$	11,322.61	_	11,322.6
	30	3.24 SET AND FRAME DISTRIBUTION POLE #13178	Lump Sum	1	\$	11,322.61		11,322.6
Transmission Structures,	31	3.25 REMOVE EXISTING CONCRETE POLE #44A	Lump Sum	1	\$	16,998.00		16,998.0
Stru	32	3.26 REMOVE EXISTING ABANDONED CONCRETE POLE	Lump Sum	1	\$	16,081.46		16,081.4
on S	33 34	3.27 TOP AND REMOVE EXISTING WOOD H-FRAME #45 3.28 TOP AND REMOVE EXISTING WOOD H-FRAME #46	Lump Sum Lump Sum	1	\$	1,841.20 1,841.20		1,841.2 1,841.2
nissi	35	3.29 TOP AND REMOVE EXISTING WOOD H-FRAME #47	Lump Sum	1	\$	1,841.20		1,841.2
ansn	36	3.30 TOP AND REMOVE EXISTING WOOD H-FRAME #48	Lump Sum	1	\$	1,841.20		1,841.2
Trã	37	3.31 TOP AND REMOVE EXISTING WOOD H-FRAME #49	Lump Sum	1	\$	1,841.20		1,841.2
	38	3.32 TOP AND REMOVE EXISTING WOOD H-FRAME #50	Lump Sum	1	\$	1,841.20		1,841.20
	39 40	3.33 REMOVE EXISTING GUY WIRES / ANCHORS / BOG SHOES 3.34 SET GUY ANCHORS, INSTALL GUYS	Lump Sum Lump Sum	1	\$	876.23 49,072.33		876.23 49,072.33
	41	3.35 GROUND POLES (5 GROUND RODS PER POLE - For all Transmission Poles)	Lump Sum	1	\$	19,305.76		19,305.7
oval	42	4.1 TRANSFER EXISTING TRANSMISSION CONDUCTORS AND SHIELD WIRES ONTO NEW POLE #50B	Lump Sum	1	\$	6,918.10		6,918.10
Conductor and Wire Installation/ removal	43	4.2 REMOVE EXISTING TRANSMISSION CONDUCTORS AND SHIELD WIRES BETWEEN #44B AND #50B	Lump Sum	1	\$	11,399.83	\$	11,399.83
allatior	44	4.3 INSTALL, SAG AND TENSION ALL CONDUCTORS / WIRES FROM STRUCTURE #44B TO #44A	Lump Sum	1	\$	21,961.87	\$	21,961.87
re Insta	45	4.4 INSTALL, SAG AND TENSION ALL CONDUCTORS / WIRES FROM STRUCTURE #4402 TO #44A	Lump Sum	1	\$	28,332.47	\$	28,332.4
nd Wir	46		Lump Sum	1	\$	169,994.83	\$	169,994.8
ctor a		4.5 INSTALL, SAG AND TENSION ALL CONDUCTORS / WIRES FROM STRUCTURE #44A TO #50A	Lump Sum	1	\$	28,332.47	\$	28,332.4
Condu	47	4.6 INSTALL, SAG AND TENSION ALL CONDUCTORS / WIRES FROM STRUCTURE #50A TO #50B	Lump Sum	1	\$	6,370.60	\$	6,370.6
	48	4.7 INSTALL, SAG AND TENSION ALL CONDUCTORS / WIRES FROM STRUCTURE #50A TO #13178	Lump Sum	1	\$	15,658.93	\$	15,658.9
	49	5.1 RESTORATION	Lump Sum	1	\$	6,241.00		6,241.0
S	50	5.2 AS-BUILT DRAWINGS 5.3 SILT FENCE AND TURBIDITY BARRIER ASSEMBLY, INSTALLATION, AND REMOVAL (AS SHOWN ON	Lump Sum	1	\$	38,000.00		38,000.0
Miscellaneous	51	DRAWINGS) 5.4 ADDITIONAL GROUND RODS (FOR EACH ADDITIONAL GROUND ROD, REQUIRED OVER THE BASE	Per Rod	40	\$	417.60		16,704.0
Miscell	52	SCOPE IN THE TECHNICAL SPECIFICATION) 5.5 GROUND WELLS (PER GROUND WELL AS DESCRIBED IN THE TECHNICAL SPECIFICATION) TO BE USED						
_	53	IF REQUESTED BY JEA PROJECT REPRESENTATIVE	Per Well	2 2000	\$	1,875.00		3,750.0
	54	5.6 MOT (ALLOWANCE) TO BE USED FOR ALL MOT ON ALL ROADS	Dollars	3,000	\$	1.00		3,000.0
	55	5.7 SOD (ALLOWANCE) TO BE USED IF REQUESTED BY JEA PROJECT REPRESENTATIVE	Dollars	5,000	\$	1.00		5,000.0
	56	5.8 Matting (ALLOWANCE) TO BE USED FOR ACCESS THROUGH WETLANDS  Subtotal Line 1 - 56 Above	Dollars	1	\$	500,000.00	\$ <b>\$</b>	500,000.0 <b>1,400,415.9</b>
		SWA (10% of Subtotal)					\$	140,0413.9

## Appendix B - Bid Forms 093-20 Circuit 915 Structures #44B to #51 Partial Rebuild

Submit an electronic pdf of this Bid Form in an accordance with the procedures in this solicitation

Company Name: <u>Henkels</u>	& McCoy, Inc.				
Company's Address: 6110 Bonny Oaks Dr	rive, Chattanooga, TN 37416				
License Number: <u>EC</u>	C 0001817				
Phone Number: <u>904.449.3045</u> FAX No: <u>423.2</u>	Email Address: rand	drews@henkels.com			
BID SECURITY REQUIREMENTS  None required  Certified Check or Bond Five Percent (5%)	TERM OF CONTR. One Time Purchas Annual Requirem Other, Specify - P	se ents Five (5) Years	w/Two (2) – 1Yr Renewals		
SAMPLE REQUIREMENTS  None required Samples required prior to Bid Opening Samples may be required subsequent to Bid Opening  Significant Specify Troject completion  SECTION 255.05, FLORIDA STATUTES CONTRACT BOND  None required  Bond required 100% of Bid Award					
QUANTITIES		INSURANCE RE	QUIREMENTS		
Quantities indicated are exacting Quantities indicated reflect the approximate qu Throughout the Contract period and are subject to with actual requirements.	nantities to be purchased fluctuation in accordance	Insurance requ	nired		
PAYMENT DISCOUNTS  1% 20, net 30 2% 10, net 30 Other  None Offered					
ENTER YOUR BID FOR THE FOLLOWI 093-20 — Construction services	NG DESCRIBED ARTICLES OR SE for 915 structures #44B through 51.	RVICES:	TOTAL BID PRICE		
Total Bid Price (Total from	the Appendix B Bid Workbo	ok)	\$_1,540,457.58		
☑ I have read and understood the Sunshin understand that in the absence of a redacte	d copy my proposal will be di	sclosed to the pul	blic "as-is".		
By submitting this Bid, the Bidder certifies that it I person signing below is an authorized representative the State of Florida, and that the Company maintain The Bidder also certifies that it complies with all subscitiation.	ve of the Bidding Company, that the sin active status an appropriate coections (including but not limited to the status and the status are status are status and the status are	ne Company is legal contractor's license for Conflict Of Intere	ly authorized to do business in or the work (if applicable). st and Ethics) of this		
We have received addenda  Hand	VAJ CRULL written Signature of Authorized O:	fficer of Company o	11/03/2020 r Agent Date		
1 through3	ded Name and Title	J	PRESIDENT		

# Formal Bid and Award System



Award #10 11/19/2020

Type of Award Request: STANDARD

**Request #:** N/A

**Requestor Name:** Bobitt, Blakney D.

**Requestor Phone:** 904-502-1149

**Project Title:** Brandy Branch Battery UPS Replacement B50, B51, B52 & B53

Project Number: 8006806
Project Location: JEA

Funds: Capital

**Budget Estimate:** \$313,252.00

**Scope of Work:** 

The Brandy Branch Generating Station maintains Uninterruptable Power Supply (UPS) systems for each of the combustion turbines and control room. Each UPS system consists of battery banks, inverters, chargers bypass switches and transformers. JEA engineering has reviewed multiple product lines from companies over the years, Ametek has won competitive bids in the past to supply UPS systems. This request to approve purchasing replacement equipment for BBGS units 50 (control room balance of plant equipment), 51 (CT1), 52 (CT2) and 53 (CT3).

JEA IFB/RFP/State/City/GSA#: N/A

**Purchasing Agent:** Lovgren, Rodney D.

Is this a ratification?:

#### **RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
SOLID STATE CONTROLS LLC, DBA AMETEK SOLIDSTATE CONTROLS	Doug	Doug.	875 Dearborn Drive, Columbus Ohio 43085	(614)410- 6276	\$313,252.00

**Amount for entire term of Contract/PO:** \$313,252.00 **Award Amount for remainder of this FY:** \$313,252.00

**Length of Contract/PO Term:** Project Completion

**Begin Date (mm/dd/yyyy):** 11/15/2020

End Date (mm/dd/yyyy): Project Completion - Estimated by 09/30/2021

**JSEB Requirement:** N/A – Standard

#### **Background/Recommendations:**

The power generation Standards Committee took action on September 2, 2020 to approve Ametek Inverters and Chargers as standards for CT controls. Ametek UPS systems are installed at Northside Generating Station and at Brandy Branch Generating Station for the Steam Turbine (Unit 54). Replacing the obsolete and outdated UPS systems for units 50, 51, 52 and 53 which are at end of life (20 years of service) with Ametek equipment as the Standard will provide the following benefits:

- Consistency in equipment platforms for training operators
- A single source for spare parts and replacement equipment

JEA completed a competitive bid in 2011 for SJRPP and Ametek was selected as the lowest Bidder. JEA has researched other equipment product offering and while similar in price, these other products have locked advanced controls systems which require subscription type support to access functions and do not have the extensive operational history of Ametek. JEA has standardized on Ametek equipment for UPS systems (see attached documentation as backup).

Request approval to award a contract to Solid State Controls LLC, DBA Ametek Solidstate Controls for the supply of four UPS systems for BBGS in the amount of \$313,252.00, subject to the availability of lawfully appropriated funds.

Manager: Director: Sr. Director: VP:	Limbaugh, Margare Acs, Gabor - Sr Dir	Akrayi, Jamila R Mgr Project Management Limbaugh, Margaret Z Dir Energy Project Management Acs, Gabor - Sr Dir Engineering & Projects Erixton, Ricky D Interim General Manager Electric Systems					
APPROVALS:							
Chairman, Awards Committee		Date					
Budget Representat	tive	 Date					



SOLIDSTATE CONTROLS
Douglas Cory
Applications Engineer
875 Dearborn Drive
Columbus Ohio 43085
(614)410-6276
doug.cory@ametek.com

JEA Brandy Branch Generating Station B50, B51, B52 & B53 UPS Replacement

Quote No. CDC2009002CUS Rev C November 9, 2020

## **Blake Bobitt**

Staff Electrical Engineer 4377 Heckscher Drive Jacksonville, FL 32226 Direct: (904) 665-4814 Mobile: (904) 502-1148







Item	Qty	Pricing Summary	Unit Price	Total Price
1	4	DPI007-12-12-60-K, 7.5kVA Inverter, 120VAC 1 PH	\$23,682.00	\$94,728.00
2	6	DCR-120-0125-480-3-60-12-100-B, 125 Amp 12 Pulse Battery Charger	\$19,960.00	\$119,760.00
3	2	DCR-120-01160-480-3-60-12-100-B, 160 Amp 12 Pulse Battery Charger	\$20,590.00	\$41,180.00
4	4	RS100MB-12, 10kVA Remote Manual Bypass Switch	\$6,233.00	\$24,932.00
5	4	10kVA Bypass Isolation Transformer, 208VAC 1PH Input, 120VAC 1PH Output	\$1,631.00	\$6,524.00
6	1	125A DCR Charger Start-Up Spare Parts Kit	\$613.00	\$613.00
7	1	160A DCR Charger Start-Up Spare Parts Kit	\$630.00	\$630.00
8	1	7.5kVA DPI Inverter Start-Up Spare Parts Kit	\$1,464.00	\$1,464.00
9	4	Start-Up and Commissioning Service	\$4,256.00	\$17,024.00
10	1	Freight CIP* Jobsite	\$6,397.00	\$6,397.00
			Quote Total:	\$313,252.00

Note: UPS Specification – 1.1.1 – Installation is by others.

\*We believe using the "CIP, destination" INCOTERMS2010 delivery term, in lieu of "FOB, destination," is advantageous to both parties and allows us to provide our products at the most economical price.

CIP stands for "Carriage and Insurance Paid (to)." We arrange for the freight carrier, pay the freight, and insure the equipment against your risk of loss in the unlikely event the equipment is damaged in-transit.

In short, we perform all the outbound traffic management functions for you, as well as handle any claims issues, again in the unlikely event of damage in-transit. We believe that "CIP, destination" offers you the equivalent services and flexibility of "FOB, destination" delivery terms at no greater risk to the success of the project.





## Item Qty

1

#### 7.5 kVA SINGLE PHASE PWM INVERTER

- 4 Industrial On-Line UPS that provides continuous power for critical AC loads. Designed specifically for process control, the DPI utilizes state of the art PWM technology and digital control for enhanced communications, monitoring, control. The DPI Inverter includes:
  - One (1) 1-phase IGBT Transistor PWM Inverter
  - One (1) 1-PHASE Output Isolation Transformer, copper wound
  - One (1) Zero-Break, 1-pole Static Switch

INVERTER MODEL:DPI-007-12-12-60-KOutput Capacity:7.5kVA / 6kW @ 0.80 p.f.DC Voltage Range:125 VDC (105-140VDC)AC Output Voltage:120 VAC 1-PH, 2-WireOutput Frequency:60 Hertz, ±0.1%

**INVERTER CIRCUIT BREAKERS:** 

Battery Input Breaker (10 kAIC, 2-pole) Bypass Source Input Breaker (14 kAIC, 2-pole)

INVERTER METERING (DISPLAYED ON MIMIC SCREEN):

DC Input Voltage Inverter Input Current AC Output Voltage AC Output Amperes

**AC Output Frequency** 

**INVERTER MEASUREMENTS (DISPLAYED ON MIMIC SCREEN):** 

Time on Battery

Total Operation Time on Inverter Total Operation Time on Bypass Total Operation Time on Inverter

#### **INVERTER ALARMS (DISPLAYED ON LCD ALARM PANEL):**

Fan Failure

Low DC Voltage ST/SW Retransfer Blocked
Battery Discharging Inverter Bridge Over Temperature

IGBT De-saturation Overload Shutdown

Bypass Supplying Load (w/Relay) ST/SW Bridge Over Temperature

ST/SW SCR Failure
UPS Communication Failure (w/Relay)
Bypass Failure
Inverter Failure

Power Supply Failures UPS Trouble – Summary (w/Relay)

**FEATURES ADDED TO MEET YOUR SPECIFICATIONS:** 

OPT #ALARM DESCRIPTIONSOPT #ALARM DESCRIPTIONS010 ROver Temperature with Relay120 RFan Failure with Relay043 ROut of Sync with Relay

OPT # BREAKER DESCRIPTIONS OPT # ACCESSORIES DESCRIPTIONS

018 AC Output Circuit Breaker 093 Padlockable Breakers

PHYSICAL / ENVIRONMENTAL CHARACTERISTICS:

Ambient Temperature: 40°Celsius continuous, without derating

Max Relative Humidity:

Audible Noise:

Floor Mtg. Cabinet:

Dimensions (inches):

95% non-condensing

<67 dB(A) at 1 meter

NEMA-1, IP-20

79H x 32W x 36D

Weight (lbs): 750





### Item Qty 125 VDC, 125 AMP DCR BATTERY CHARGER

2 6

Twelve Pulse, Phase Controlled SCR Technology

Digital control

User definable control and alarm set-points

DC Voltage and DC current readings via digital LCD display

AC Input Circuit Breaker (10kAIC)

MODEL: DCR-120-0125-480-3-60-12-100-B

Output Capacity: 125 amperes, continuous

Output Voltage: 125 VDC

Output Current Limit: 100% of rating, (adjustable from 50% to 102%)

Output Regulation: +/-1%

Ripple: 100mV w/battery
AC Input Voltage: 480 VAC
AC Input Range: +10%, -10%
AC Input Config: 3-phase
AC Input Frequency: 60 Hertz +/-5%

#### STANDARD FEATURES: All Alarms, Metering and Status are available via the Keypad and LCD Display

#### **SYSTEM STATUS LED'S**

AC Input Available LED (Green) Audible Common alarm LED DC high voltage alarm LED (Red) DC Low voltage alarm LED (Red) Charge Fail alarm LED (Red)

Float LED (Green) Equalize LED (Amber)

## **METERING Displayed on LCD Display**

DC Output Voltage DC Charger Current

## **DIAGNOSTICS**

Event Counter retains up to 64,000 events Detailed Data Logging for the last 500Events

# OTHER FEATURES

**CIRCUIT BREAKER** 

Lamp Test Pushbutton
Alarm Silence Pushbutton
Charger bridge overtemp alarm
Cabinet overtemp alarm
Cabinet humidity alarm

AC Input Circuit Breaker (65kAIC)

DC Output Circuit Breaker (10kAIC)

#### **COMMUNICATIONS**

Internal USB connection (on board)

#### FEATURES ADDED TO MEET YOUR SPECIFICATIONS:

**OPT # ALARM DESCRIPTIONS**069 R Charger Failure with Relay

**OPT # BREAKER DESCRIPTIONS** 

182 DC Output Breaker082 65kAIC AC Input Breaker

OPT # ACCESSORIES DESCRIPTIONS

029 Blocking Diode with 100mV Ripple Filter

#### PHYSICAL / ENVIRONMENTAL CHARACTERISTICS:

Ambient Temperature: 0 - 40° Celsius without derating Relative Humidity: 0 - 95% non-condensing Audible Noise: < 60 dB(A) @ 1 meter Cabinet: NEMA-1 (IP-20) Hourting: Floor

Dimensions (inches): Floor 53H x 24W x 24D

Weight (lbs): 700





### Item Qty 125 VDC, 160 AMP DCR BATTERY CHARGER

3 4

Twelve Pulse, Phase Controlled SCR Technology

Digital control

User definable control and alarm set-points

DC Voltage and DC current readings via digital LCD display

AC Input Circuit Breaker (10kAIC)

MODEL: DCR-120-0160-480-3-60-12-100-B

Output Capacity: 160 amperes, continuous

Output Voltage: 125 VDC

Output Current Limit: 100% of rating, (adjustable from 50% to 102%)

Output Regulation: +/-1%

Ripple: 100mV w/battery
AC Input Voltage: 480 VAC
AC Input Range: +10%, -10%
AC Input Config: 3-phase
AC Input Frequency: 60 Hertz +/-5%

#### STANDARD FEATURES: All Alarms, Metering and Status are available via the Keypad and LCD Display

#### **SYSTEM STATUS LED'S**

AC Input Available LED (Green) Audible Common alarm LED DC high voltage alarm LED (Red) DC Low voltage alarm LED (Red) Charge Fail alarm LED (Red)

Float LED (Green) Equalize LED (Amber)

## **METERING Displayed on LCD Display**

DC Output Voltage DC Charger Current

## **DIAGNOSTICS**

Event Counter retains up to 64,000 events Detailed Data Logging for the last 500Events

**CIRCUIT BREAKER** 

OTHER FEATURES
Lamp Test Pushbutton
Alarm Silence Pushbutton
Charger bridge overtemp alarm
Cabinet overtemp alarm
Cabinet humidity alarm

AC Input Circuit Breaker (65kAIC)

DC Output Circuit Breaker (10kAIC)

#### **COMMUNICATIONS**

Internal USB connection (on board)

#### FEATURES ADDED TO MEET YOUR SPECIFICATIONS:

OPT # ALARM DESCRIPTIONS
069 R Charger Failure with Relay

**OPT # BREAKER DESCRIPTIONS** 

DC Output Breaker65kAIC AC Input Breaker

OPT # ACCESSORIES DESCRIPTIONS

029 Blocking Diode with 100mV Ripple Filter

#### PHYSICAL / ENVIRONMENTAL CHARACTERISTICS:

Ambient Temperature: 0 - 40° Celsius without derating Relative Humidity: 0 - 95% non-condensing Audible Noise: < 60 dB(A) @ 1 meter Cabinet: NEMA-1 (IP-20)

Mounting: Floor Dimensions (inches): 53H x 24W x 24D

Weight (lbs): 760





#### Item Qty 10 kVA, 1-PHASE REMOTE MANUAL BYPASS SWITCH (RMBS)

4 4 **RMBS MODEL**: RS100MB- 12

Cam Switch current ratings: 95 amperes continuous Input/Output Voltage: XXX VAC 1-phase, 2-wire

Switching Type: Make-before-break, closed transition Poles: One

Switch Positions: Three ( Normal, Test & Bypass)

RMBS ACCESSORIES:

S800 P - Padlockable Switch

S800 L - Out of Sync Solenoid lockout

**INDICATORS AND ALARMS:** 

090 Alarm/Light Package includes:

Out of Sync Light

MBS Position Indication:

Switch in normal position Switch in bypass (test) position Switch in isolation position

PHYSICAL / ENVIRONMENTAL CHARACTERISTICS:

Ambient Temperature: 0 - 40°C

Relative Humidity: 0 -95% Non-condensing

Cabinet: NEMA-1 (IP-20)

Mounting Wall

Dimensions (Inches): 24H x 24W x 10D

Weight (Lbs): 100

#### Item Qty

#### 1-PHASE TRANSFORMER - NON-REGULATING

Dry-Type, Isolation Transformer supplied with an inter-winding electrostatic shield and an ANSI-61 gray painted steel enclosure. The transformer provides galvanic isolation as well as voltage level transformation. The transformer does not provide voltage regulation.

**Transformer Specifications:** 

Output Capacity: 10 kVA

Primary Input Voltage: 208 VAC 1-Phase, 2-wire Secondary Output Voltage: 120 VAC 1-Phase, 2-wire

Frequency: 60 Hertz Windings: Copper Temperature Rise: 150 Celsius

Insulation Rating: 220 Celsius (Class H)

Insulation Type: Vacuum Impregnated Polyester resin

K-Factor: 1.00 Efficiency at full load: 95%

PHYSICAL / ENVIRONMENTAL CHARACTERISTICS:

Ambient Temperature: 0 - 50°Celsius

Relative Humidity: 0 - 95% non-condensing

Cabinet: NEMA-1 (IP-20)

Mounting: Wall

Dimensions (Inches): 19H x 13W x 10D

Weight (Lbs): 165



QUOTE NO: CDC2009002CUS Rev C JEA Brandy Branch

B50, B51, B52 & B53 UPS Replacement

November 9, 2020



DCR CHARGER START UP SPARE PARTS KIT						
Qty	Description					
1	Diode					
1 Each	SCR Pack					
2 Each	Fuse					

<b>DPI INVERTER START UP SPARE PARTS KIT</b>					
Qty	Description				
1 Each	SCR Pack				
1 Each	IGBT				
2 Each	Fuse				

## Item Qty START-UP (COMMISSIONING) SERVICES

Includes one (1) 8-hour day of on-site Start-Up and Commissioning Services conducted during normal working hours (Mon-Fri, 0800-1700, Non-Holiday) by a Factory Certified Field Service Engineer; inclusive of labor, travel and living expenses. Should Start-Up extend beyond a normal 8-hour day; additional service will be billed in accordance with published Field Service rate schedule; with additional travel and living expenses billed at cost. Start-Up service includes installation inspection; placing the system in service; operational instruction for plant personnel in the safe startup and shutdown of equipment; and recommended routine periodic maintenance.





## **GENERAL COMMENTS**

All systems offered are proposed as manufacturer standard, in terms of specifications and construction details. General details are as follows:

Cabinet Construction -

Cabinets shall be manufacturer standard. Enclosures shall be NEMA-1 (IP-20), free-standing, with a minimum 12GA framework. Door panels shall be a minimum of 14GA steel. Side panels shall be a minimum of 18GA.

One or more hinged doors shall be provided in the front of each unit. Hinged panels 36" and larger shall be provided with a 2-point latching system for holding the panels securely. Hinge finish shall be manufacturer standard. Removable panels shall be attached with machine screws.

All external painted surfaces shall be ANSI 61 gray enamel; and shall be smooth with no runs, sags, or graininess. All internal mounting plates shall be galvanized.

The system offered is manufactured using good US industrial practices; is designed along UL guidelines, and uses UL listed components.

Wiring – SCI-standard wiring, terminal block colors, insulation, and wire marking is proposed. All point-to-point wires shall be marked with a permanent marking system on both ends of each wire. The standard marking system provides for wires, which are heat stamped for identification purposes.

Marking – All tagging shall be manufacturer standard, which is Black lettering on a White background. (Gravoply material.)

A nameplate shall be located on the front inside display door, and the following minimum information shall be provided on the nameplate:

AMETEK Solidstate Controls, Model Number Serial Number

AC Input Voltage, Phase and Frequency Rated AC Input Current

Bypass AC Input Voltage, Phase, and Frequency

DC Input Voltage and Current

Rated Output Voltage, Amps, Frequency, Power Factor, KVA and KW

Tests – All tests would normally be performed at unity power factor (1.0), as the units are connected to a resistive load bank. Variation of load power factor testing is not available. Batteries are not available in Columbus, OH for interconnection with the unit.

Manual/Documentation – Our standard manual with job specific drawings, Bill of Materials, and Test Data are included. Any custom documentation requested will be at an additional charge.





## **COMMERCIAL TERMS**

#### A. PRICES

- 1. Prices are firm in U.S. Dollars.
- 2. The validity of the Quote is 60 days.
- 3. Orders that are delayed (at request of the Client) 6 months or more beyond the initial agreed upon delivery date may be subject to price increases.
- 4. Terms are as per the attached AMETEK Conditions of Sale. Payment in US dollars as outlined below will be required:
  - a) All orders ≤ \$100,000.00:(Net 30 days)
  - b) All orders > \$ 100,000.00; ≤ \$300,000.00: Progress payments as follows will be required:

Percentage Due Of Purchase Price
30% (payable upon receipt)
70% (net 30 days)

Milestone
Upon Submission of Approval Drawings
At Time of Shipment

c) All orders > \$300,000.00: Progress payments as follows will be required:

Percentage Due Of Purchase Price

15% (payable upon receipt)

35% (payable upon receipt)

Upon Submission of Approval Drawings
Upon Release to Manufacturing
At Time of Shipment

Note: AMETEK does not accept cash retention.

## **B. DELIVERY**

- 1. Drawings will be provided for Approval/Reference 4 to 6 Weeks after Receipt of Order.
- 2. The equipment will be ready for shipment 6 to 8 weeks after your Approval and release to start manufacturing.
- 3. Design Changes after initial drawing approval and release to manufacture will result in additional charges and extended lead time.

#### C. Freight Terms

The SCI equipment is quoted as CIP Destination.

#### D. WARRANTY

\*The Extended warranty is 30 months after delivery or 24 months of operation whichever comes first. All major magnetics such as transformer, choke, reactor or transformer that was an integral part of a charger, rectifier, or inverter originally installed at the factory will have a 60 month limited warranty.

Douglas Cory, Applications Engineer AMETEK Solidstate Controls 614-846-7500

doug.cory@ametek.com





# DPI/3DPI DIGITAL PROCESS POWER

# Industrial Pulse Width Modulated Inverter

DPI SINGLE PHASE 5-100 kVA 3DPI THREE PHASE 10-125 kVA

> The Digital ProcessPower Inverter (DPI) from AMETEK Solidstate Controls is a true on-line inverter system that provides continuous, clean, regulated power for critical AC loads. Designed specifically for process control and industrial applications, the DPI systems utilize state of the art Pulse Width Modulation (PWM) technology, incorporating high power IGBT semiconductors, and digital control for enhanced communications. monitoring, control and diagnostics capabilities.

Also essential to the DPI design is the use of fiber optic cables for control and communications; allowing for better isolation and faster, more accurate signals between processors. The DPI designs also include an LCD panel and user-friendly touch screen display for the ultimate in user control



- True on-line inverter system
- Designed specifically for process control and harsh industrial applications
- High power IGBT semiconductors and digital control
- Fiber optic cables used for control and communications
- LCD panel and user-friendly touch screen display
- Offers a better transient response to step-load changes
- Digital ProcessPower has lower audible noise

## The Power Behind the Process



PROCESSPOWER
UPS SYSTEM
LCD AND
TOUCH SCREEN
USER PANEL

Shown with optional indicator lights

## **Keypad Controls and Switches**

- Inverter to Load with Light
- Bypass to Load with Light
- Static Switch Reset Retransfer
- Latching Alarm Reset
- Audible Alarm Silence
- Display On

\*Standard LED Indicators: UPS Normal and UPS Trouble

## **Standard LCD Panel Indicators**

- Inverter Status (OK/Fail)
- Synchronism Status (In/Out of Sync)
- Static Switch Position (Inverter or Bypass)
- Manual Bypass Position (Normal or Bypass)
- Bypass Status (OK/Fail)



# **DPI** Specifications

Number	DPI 2	pecific	alior	15								
Number			0.8	Load Pow	er Factor	at Rated	kVA 120 V	DC (60 Lead Calciu	ım Battery Cell	s)		
Number   RVA   RW   DC-AC   120   220   240   (a) 175 VPC   16   kg   (e) (JMP)   175 VPC   175 VPC   185 VPC   18	Model	Rated Outp	ut Power	Efficiency	AC	Output Ar	nps	Max DC Current	Calain at Chila	Wei	ight²	Heat Loss
DPI007-3   7.5	Number	kVA	kW	DC-AC	120	220	240	@ 1.75 VPC	Cabinet Style	lb	kg	(BTU/hr)
DPI010-3   10	DPI005-3	5	4	87%	42	23	21	44	GTD1X	650	295	2,039
DPIOIDS-3   15   12   87%   125   68   63   131   GTDIX   1,050   476   6,118	DPI007-3	7.5	6	87%	63	34	31	66	GTD1X	750	340	3,059
DPI020-3   20   16   87%   167   91   83   175   GTDIX   1,150   522   8,157	DPI010-3	10	8	87%	83	45	42	88	GTD1X	900	408	4,079
DPI030-3   30	DPI015-3	15	12	87%	125	68	63	131	GTD1X	1,050	476	6,118
DPIO40-3	DPI020-3	20	16	87%	167	91	83	175	GTD1X	1,150	522	8,157
DPI050-3   50   40   87%   417   228   208   438   GTD2X   1,950   885   20,394	DPI030-3	30	24	87%	250	136	125	263	GTD1X	1,200	544	12,236
Nodel   Rated Output Power   Efficiency   AC Output Amps   Max DC Current   Cabinet Style   Weight²   Heat Los   Number   KVA   kW   DC-AC   120   220   240   (a) 1.75 VPC   1b   kg   (BTU/hr)   Number   KVA   kW   DC-AC   120   220   240   (a) 1.75 VPC   Number   Number   Number   Number   Number   Number   Number   Number   KVA   kW   DC-AC   Number   Numbe	DPI040- <sup>3</sup>	40	32	87%	333	182	167	350	GTD1X	1,250	567	16,315
Model   Rated Output Power   Efficiency   AC Output Amps   Max DC Current   Cabinet Style   Ib   kg (BTU/hr)	DPI050-3	50	40	87%	417	228	208	438	GTD2X	1,950	885	20,394
Number kVA kW DC-AC 120 220 240 @ 1.75 VPC Cabinet Style lb kg (BTU/hr) DPI030-3 30 24 89% 250 136 125 128 CTD1X 1,200 544 10,121 DPI040-3 40 32 89% 333 182 167 171 CTD1X 1,500 680 13,495 DPI050-3 50 40 89% 417 227 208 214 CTD2X 1,725 782 16,868 DPI060-3 60 48 89% 500 273 250 257 CTD3X 2,050 930 20,242 DPI080-3 80 64 89% 667 364 333 342 CTD3X 2,300 1,043 26,989 DPI100-3 100 80 89% 833 454 417 428 CTD3X 3,300 1,497 33,737  Model Coding  "EE" "FF" "GG" "H" "J"  DC Bus Volts (code) AC Output Volts (code) Frequency (code) Output Power Factor (code)  110 - (11) 120 - (12) 60 - (60) 0.8 - (K) Cascaded - (C) 120 - (22) 220 - (22) 50 - (50)			О	.8 Load Pov	ver Facto	r at Ratec	l kVA 240	VDC (120 Lead Aci	d Battery Cells	)		
Number   RVA   RW   DC-AC   120   220   240   (a) 1.75 VPC	Model	Rated Output Powe		Efficiency	AC	Output Ar	nps	Max DC Current	Calain at Stale	We	ight²	Heat Loss
DPIO40-3	Number	kVA	kW	DC-AC	120	220	240	@ 1.75 VPC	Cabinet Style	lb	kg	(BTU/hr)
DPIOSO-3 50 40 89% 417 227 208 214 CTD2X 1,725 782 16,868 DPIO6O-3 60 48 89% 500 273 250 257 CTD3X 2,050 930 20,242 DPIO8O-3 80 64 89% 667 364 333 342 CTD3X 2,300 1,043 26,989 DPIO0-3 100 80 89% 833 454 417 428 CTD3X 3,300 1,497 33,737  Model Coding  'EE' 'FF' 'GC' 'H' 'J'  DC Bus Volts (code) AC Output Volts (code) Frequency (code) Output Power Factor (code) 110 - (11) 120 - (12) 60 - (60) 0.8 - (K) Cascaded - (C) 120 - (12) 220 - (22) 240 - (24)	DPI030-3	30	24	89%	250	136	125	128	GTD1X	1,200	544	10,121
DPI060-3 60 48 89% 500 273 250 257 CTD3X 2,050 930 20,242 DPI080-3 80 64 89% 667 364 333 342 CTD3X 2,300 1,043 26,989 DPI00-3 100 80 89% 833 454 417 428 CTD3X 3,300 1,497 33,737  **Model Coding**  'EE' 'FF' 'GG' 'H' 'J'  DC Bus Volts (code) AC Output Volts (code) Frequency (code) Output Power Factor (code)  110 - (11) 120 - (12) 60 - (60) 0.8 - (K) Cascaded - (C) 120 - (12) 220 - (22) 50 - (50)  240 - (24)	DPI040-3	40	32	89%	333	182	167	171	GTD1X	1,500	680	13,495
DPI080-3   80   64   89%   667   364   333   342   CTD3X   2,300   1,043   26,989	DPI050-3	50	40	89%	417	227	208	214	GTD2X	1,725	782	16,868
DP1100-3   100   80   89%   833   454   417   428   CTD3X   3,300   1,497   33,737	DPI060-3	60	48	89%	500	273	250	257	GTD3X	2,050	930	20,242
Model Coding           "EE"         "FF"         "GG"         "H"         "J"           DC Bus Volts (code)         AC Output Volts (code)         Frequency (code)         Output Power Factor (code)         Configuration (code (code)           110 - (11)         120 - (12)         60 - (60)         0.8 - (K)         Cascaded - (C)           120 - (12)         220 - (22)         50 - (50)         Parallel - (P)           220 - (22)         240 - (24)         Cascaded - (C)         Cascaded - (C)	DPI080-3	80	64	89%	667	364	333	342	GTD3X	2,300	1,043	26,989
'EE"         'FF"         'GG'         'H"         'J"           DC Bus Volts (code)         AC Output Volts (code)         Frequency (code)         Output Power Factor (code)         Configuration (code (code)           110 - (11)         120 - (12)         60 - (60)         0.8 - (K)         Cascaded - (C)           120 - (12)         220 - (22)         50 - (50)         Parallel - (P)           220 - (22)         240 - (24)         Cascaded - (C)         Cascaded - (C)	DPI100-3	100	80	89%	833	454	417	428	GTD3X	3,300	1,497	33,737
DC Bus Volts (code)         AC Output Volts (code)         Frequency (code)         Output Power Factor (code)         Configuration (code (code))           110 - (11)         120 - (12)         60 - (60)         0.8 - (K)         Cascaded - (C)           120 - (12)         220 - (22)         50 - (50)         Parallel - (P)           220 - (22)         240 - (24)         Calina Simulation (code)						N	Model Cod	ing				
Configuration (code)	-	EE"		"FF"			"G	G"	"H"			"J"
120 - (12) 220 - (22) 50 - (50) Parallel - (P) 220 - (22) 240 - (24)	DC Bus \	Volts (code)	AC (	Output Volts (	code)		Frequen	cy (code)			Configuration (code)	
220 - (22) 240 - (24)	110 - (11)			120 - (12)			60 -	(60)	0.8 - (K	()	Cascaded - (C)	
240 - (24)	120	) - (12)		220 - (22)			50 -	(50)			F	Parallel - (P)
Cabinat Discounies Inches Millionators	220	) - (22)										
Cabinet Dimensions Inches Millimeters	240	) - (24)										
				074115		WW.EDT			Cabinet I	Dimensio	ns Inches	Millimeters

 $H \times W \times D$ 

79 x 32 x 36

79 x 54 x 36

79 x 86 x 36

79 x 108 x 36

GTD1X

GTD2X

GTD3X

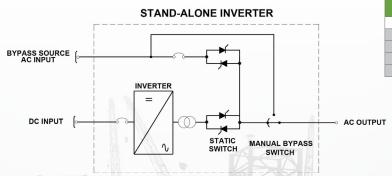
GTD4X

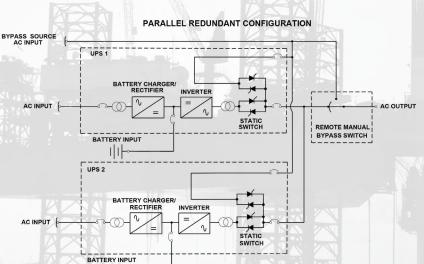
H x W x D 2,007 x 813 x 914

2,007 x 1,372 x 914

2,007 x 2,184 x 914

2,007 x 2,743 x 914





<sup>1</sup>Circuit Breakers are sized at a minimum of 125% of rated current.

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 $For custom \ systems \ and \ for units \ which \ do \ not \ have \ a \ configurable \ model \ number, insert \ a'C' \ in \ the \ model \ number \ as \ follows: \ DPI020C$ 

Sizes are subject to change. Top mounted cooling fans require 0.5 in (13 mm) additional height. Certain optional features and/or combinations may require larger cabinets

 $<sup>^{\</sup>rm 2}$  Unit weights correspond to a 60 Hz unit. Contact factory for 50 Hz unit weight.

<sup>&</sup>lt;sup>3</sup> A complete model number includes the DC bus (link) voltage, AC output voltage, system frequency, output power factor, and UPS configuration. To 'build' a model number, use the 'code' in the matrix shown above, following the example format: DPI010-EE-FF-GG-H-J; where EE-DC bus voltage; FF-AC Output Voltage; GG-System Frequency; H-Power Factor; J-Inverter configuration ('F' for Float, 'P' for Parallel Redundant). For Example: A 30 kVA inverter with a 240 VDC bus voltage; 120 output voltage; 60 Hz would have the following model number: DPI030-24-12-60-K-C

General Specifications -	Gen	eral Specificat	tions - Optional Features	
Standard Features	Metering and System Measurements	(Option #)	Alarms (LCD)	(Option #)
System Measurements (Displayed on LCD Panel)  Total Operation Time on Bypass	Bypass Input Frequency Bypass Input Voltage Output Power (kVA, kW, Power Factor)	(112) (113) (114)	High DC Disconnect Positive/Negative to Ground High/Low Bypass Source Vo	
Total Operation Time on Inverter	% Inverter Loading	(115) (117)	High/Low AC Output Voltag	
Metering (Displayed on LCD Panel)	Inverter Output Voltage	(117)	AC Output Overload High/Low Inverter Output V	(40) oltage (41/42)
DC Voltage DC Battery Current (+/-) AC Output Voltage AC Output Current AC Output Frequency	Circuit Breaker 65 kAIC Bypass Input	(Option #)	Out-of-Sync Inverter Fuse Blown Inverter Off Frequency Bypass Off Frequency Battery Near Exhaustion	(43) (44) (45) (46) (60)
Circuit Breakers	Inverter Output (Non-Automatic)	(17)	High DC Voltage	(5)
DC Input (10 kAIC, minimum) Bypass Input (14 kAIC, minimum) Alarms - All displayed on LCD Alarm Panel with options for LEDs and Relays	AC Output	(18)	MBS in Bypass to Load Inverter Output CB Open Bypass Input CB Open AC Output CB Open Battery Time Remaining	(84) (102) (103) (104) (157)
R = Red LED <sup>4</sup> A=Amber LED Y=Relay <sup>5</sup> (Option #	Miscellaneous	(Option #)	Communications	(Option #)
Fan Failure R, Y (120) Low DC Voltage R, Y (11) Low DC Disconnect R, Y (107) Battery Breaker Open R, Y (57) Bypass Supplying Load A, Y Over Temperature R, Y (10) ST/SW SCR Failure (SWF) R, Y	Latching Alarms Lamp Test ESI (Essential System Indicator) Panel Alarm Test Precharge Circuit Emergency Power Off	(28) (35) (123) (132) (122) (129)	Modbus RTU (RS485 Conne Ethernet Webpage Modbus TCP Consult Us for Additional Co	(187) (187) (187)
Bypass Failure (BPF) R, Y	Key Lock Enclosure Drip Shield	(159) (65)	LED Indicators (C	olor) (Option #)
Inverter Failure R, Y (58) IGBT Desaturation Overload Shutdown Retransfer Blocked	Lifting Eye Bolts Padlockable Circuit Breakers Padlockable MBS MBS with Sync Lockout	(105) (105) (93) (30P) (32)	Bypass Available (G	reen) (SNK) reen) (15) reen) (47)
System Diagnostics (Displayed on LCD Alarm Panel)	DC Rated Contacts Space Heater	(72) (88)		
Loss of System Communication(s) Power Supply Failure(s)	PCB Confrormal Coating Fungus and Moisture Proof Parallel Redundant Configuration Remote External MBS <sup>1</sup>	(127) (70)		
Relay Controls				
The following alarms also include one set	G	eneral Specific	cations - Performance	
of normally open and normally closed relay contacts rated for 120 VAC at 8	Inverter		Sta	tic Switch
amps (30 VDC at 8 amps): Trouble (Summary) Bypass	DC Input  Nominal Voltage 110 V/55 (96-128	VDC)	Bypass Voltage	120, 220 VAC
Supplying Load Communications	Range/ #of Cells   120 V/60 (105-14	0 VDC)	Switch Type	Inversely paired set of SCRs

Supplying Load Communications Failure (Summary)
Applicable Standards, Codes and Regulations
NEMA PE-1
ANSI
ANSI/NFPA 70
IEEE
UL/C-UL (UL1778)
Unit Manufactured in ISO9001 Certified Facility



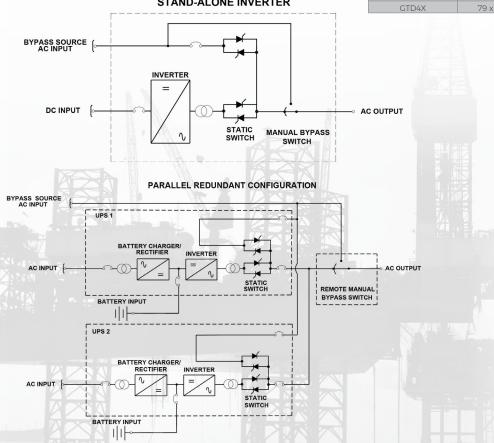
	General Specific	ations - Performance					
DC Input		Bypass Voltage	120, 220 VAC				
Nominal Voltage	110 V/55 (96-128 VDC)						
Range/ #of Cells (Lead Calcium Type)	120 V/60 (105-140 VDC) 220 V/110 (192-256 VDC)	Switch Type	Inversely paired set of SCRs (one set per leg)				
	240 V/120 (210-280 VDC)	Failure Mode	Automatically fails to Bypass				
		Transfer Time	Make Before Break				
AC Output		Sync Capture Range	0.5% to 1.5%				
Inverter/UPS Ratings	5-100 kVA	Slew Rate	1 Hz/sec to 10 Hz/sec				
Power Factor	0.8		(adjustable)				
AC Output Voltage <sup>2</sup>	120, 220	Overload Capability	125% continuous				
Regulation	±1%		150% for 10 minutes 200% for 1 minute				
Voltage Adjustment	± 5 %		1000% for 1 cycle				
			3				
Frequency	50 or 60 Hz; ± 0.1%	Manual	Bypass Switch <sup>1</sup>				
Crest Factor	3:1	Voltage	120, 220 VAC				
Total Harmonic	100% linear load < 3%	Mounting	Inside UPS/Inverter				
Distortion (THD)	100% non-linear load < 5%	Positions	Enclosure				
Transient Response	± 5% (0-100% load)	Construction	Two 600 VAC, rotary drum, make-				
Recovery Time	< 50 millisecond to + 1%	Construction	before-break type				
Overload Capacity	100% - continuous	Transfer Time	Zero in both directions				
Overload Capacity	125% - 10 minutes	Transier fiffie	Zero in both directions				
	150% - 1 minute	Overload Capacity	125% continuous				
Mechanical	13070 1111111416	Overload capacity	150% for 10 minutes				
Cooling	Aided Convection or Forced		200% for 1 minute				
	Air, depending on kVA rating		1,000% for 1 cycle				
	and design (fans standard for 40 kVA units and above)	Env	ironmental				
	for 40 kVA units and above)	Ambient Temperature	23 to 104°F (-5 to 40°C)				
Cable Entry	Cable Entry Top or Bottom Entry Standard		0-95% non-condensing				
Cabinet Rating	NEMA 1 / IP-20	Operating Altitude	10,000 feet (3,048 meters)				
	(IP-21 with addition optional drip shield)	Audible Noise <sup>3</sup>	65-72 dB(A) @ 4.9 feet - (1.5 meter) Typical				
		Mean Time Between Failure (MTBF)	> 205,000 Hours				

- <sup>1</sup> Internal Manual Bypass Switch is normally removed when a Remote Manual Bypass Switch is selected <sup>2</sup> Custom Input and Output Voltages available Consult Us <sup>3</sup> Addition of drip shield may increase the noise by 1-3 dB(A) <sup>4</sup> Additional LED Indicators (1 green, 9 red allowed) <sup>5</sup> Additional Relay Contacts (Max of 13 allowed)

# 3DDI Specifications

Model	Dated Ou	tput Power		Power Factor at Rated kVA 120VDC (60 Lead C  Max DC Current 3PH AC Output)			• •			Weight <sup>2</sup>		
Number	kVA	kW	Efficiency	@ 1.75 VPC	208	480	380	Cabinet Style	Ib	kg	_ Heat Loss (BTU/hr)	
3DPI010-3	10	8	87%	88 88	208	12	15	GTD1X	715	325	4.077	
3DPI010-3	15	12	87%	131	42	18	23	GTDIX	845	383	5.098	
3DPI013-	20	16	87%	175	56	24	30	GTDIX	975	442	8.158	
3DPI020- 3DPI030- <sup>3</sup>	30	24	87%	263	83	36	46	GTD1X	1.268	575	12.235	
3DPI030- 3DPI040- <sup>3</sup>	40	32	87%	350			61	GTD2X	1,200	605	16.317	
3DPI040- 3DPI050- <sup>3</sup>	50	40	87%			60	76	GTD2X	1,333	634	20.394	
3DP1030-	30								1,590	054	20,394	
		Load	Power Factor	at Rated kVA 240	0VDC (120 Le	ad Acid Ba	ttery Cell	s)				
Model Rated C		tput Power	Efficiency	Max DC Current 3PH AC Output		put Amps Pe	ut Amps Per Phase <sup>1</sup>		Wei	ght <sup>2</sup>	Heat Los	
Number	kVA	kW	Efficiency	@ 1.75 VPC	208	480	380	Style	lb	kg	(BTU/hr)	
3DPI060-3	60	48	89%	257	167	72	91	GTD2X	1,658	752	20,244	
3DPI080-3	80	64	89%	342	222	96	122	GTD3X	2,210	1,002	26,990	
3DPI100-3	100	80	89%	428	278	120	152	GTD4X	2,860	1,297	33,739	
3DPI125-3	125	100	89%	535	348	150	190	GTD4X	3,185	1,445	42,174	
				Model C	oding							
"E	E"		FF"	"GC	)"		"H"		"¬"			
DC Bus Vo	olts (code)	AC Output	: Volts (code)	Freq (c	ode)	Output	Power Fact	or (code)	Cor	nfig Code (c	code)	
110			- (20)	50 - (	·		0.8 - (K)			Cascaded - (		
120	120 - (12) 380 - (38) 60 -(60)					0	ascaded - (	(C)				
220	(22)	480	- (48)									
240	(24)											

#### HxWxD HxWxD GTD1X 79 x 32 x 36 2,007 x 813 x 914 GTD2X 79 x 54 x 36 2,007 x 1,372 x 914 GTD3X 79 x 86 x 36 2,007 x 2,184 x 914 STAND-ALONE INVERTER 79 x 108 x 36 2,007 x 2,743 x 914



<sup>&</sup>lt;sup>1</sup>Circuit Breakers are sized at a minimum of 125% of rated current.

<sup>2</sup> Unit weights correspond to a 60 Hz unit. Contact factory for 50 Hz unit weight.

<sup>3</sup> A complete model number includes the DC bus (link) voltage, AC output voltage, system frequency, output power factor, and UPS configuration. To 'build' a model number, use the 'code' in the matrix shown above, following the example format. 3DP1010-EE-FF-CG-H-J; where EE-DC bus voltage, FF-AC Output Voltage, GG-System Frequency,H-Power Factor; J-Inverter configuration ('F for Float, 'C' for Cascaded Redundant, 'P' for Parallel Redundant). For Example. A 30 kVA inverter with a 240 VDC bus voltage, 208 output voltage, 60 Hz would have the following model number: 3DP1030-24-20-60-K-C

For custom systems and for units which do not have a configurable model number, insert a 'C' in the model number as follows: 3DPP020C

Sizes are subject to change. Top mounted cooling fans require 0.5 in (13 mm) additional height. Certain optional features and/or combinations may require larger cabinets - consult us

General Specifications -	General Specifications - Optional Features									
Standard Features	Metering and System M	leasurements	(Option #)	Miscellaneous - Continued	(Option #)					
System Measurements (Displayed on	Bypass Input Frequency		(112)	Latching Alarms	(28)					
LCD Panel)	Bypass Input Voltage		(113)	Lamp Test	(35)					
Total Operation Time on UPS	Output Power (kVA, kW,	Power Factor)	(114)	ESI (Essential System Indicat						
Total Operation Time on Bypass	% Inverter Loading	, i ower ractor,	(115)	Alarm Relay Test	(132)					
Total Operation Time on Inverter	Inverter Output Voltage		(117)	Alairii Kelay Test	(132)					
Metering (Displayed on LCD Panel)	Inverter Output voltage		(117)	Alarms	(Option #)					
DC Voltage	Circuit Breaker		(Option 4)	High DC Disconnect						
DC Battery Current (+/-)			(Option #)	Positive/Negative to Ground	(2) (2 relays) (3)					
AC Output Voltage AC Output Current	65 kAIC Bypass Input		(82/85)	High/Low Bypass Source Vol						
AC Output Frequency	Inverter Output (Non-Au	utomatic)	(17)	High/Low AC Output Voltage	e (9/8)					
Circuit Breakers	AC Output		(18)	AC Output Overload	(48)					
DC Input (10 kAIC, minimum)	Battery High Interrupt B	Breaker	(86)	High/Low Inverter Output Vo Out-of-Sync	oltage (41/42) (43)					
Bypass Input (14 kAIC, minimum)	Communications		(Option #)	Inverter Fuse Blown	(45)					
Alarms (Displayed on LCD Alarm Panel)	Modbus RTU (RS485 Co	nnection)	(187)	Inverter Off Frequency	(45)					
Fan Failure	Ethernet Webpage Modbus TCP		(187)	Bypass Off Frequency	(46)					
Charger Failure	SCI-Link		(187)	Battery Near Exhaustion	(60)					
Low DC Voltage	JCI EIIIK			Low AC Input Voltage	(68)					
ow DC Disconnect	Consult Us for Additiona	al Communication	Options	High DC Voltage MBS to Bypass	(5) (78)					
DC Breaker Open	Miscellaneous			Bypass Input CB Open	(103)					
ST/SW Retransfer Blocked	Parallel Redundant Con	figuration		AC Output CB Open	(104)					
Battery Discharging GBT Desaturation	Additional Relay Contac		hle)							
OBT Desaturation  Overload Shutdown	Additional LED Indicato									
Bypass Supplying Load	Remote External MBS <sup>1</sup>	. 5, 5.00 00								
ST/SW Bridge Over Temperature		<u> </u>	moral Cassific	nations Dorfermence						
nverter Bridge Over Temperature ST/SW SCR Failure			merai Specific	ations - Performance						
Bypass Failure		Inverter			tic Switch					
nverter Failure	DC Input			Bypass Voltage	120/208, 220/380, and					
System Diagnostics (Displayed on LCD	Nominal Voltage	110 V/55 (96-128 \	VDC)		277/480: 3-phase, 4-wire					
Alarm Panel)	Range/ #of Cells	120 V/60 (105-140	) VDC)	Switch Type	Inversely paired set of SCRs (o					
Loss of System Communication(s)	(Lead Calcium Type)	220 V/110 (192-25	6 VDC)		set per leg)					
Power Supply Failure(s)		240 V/120 (210-28		Failure Mode	Automatically fails to Bypass					
		277/480: 3-phase		Transfer Time	Make Before Break					
Relay Controls	4	277/400: 3-priase	, 4-WITE							
The following alarms also include one set	AC Output			Sync Capture Range	0.5% to 1.5% adjustable					
of normally open and normally closed relay contacts rated for 120 VAC at 8	Inverter/UPS Ratings	10-225 kVA		Slew Rate	1 Hz/sec to 10 Hz/sec					
amps (30 VDC at 8 amps):	Power Factor	0.8 or 1.0			(adjustable)					
Trouble (Summary) Bypass	AC Output Voltage <sup>2</sup>	120/208, 220/380		Overload Capability	125% continuous					
Supplying Load Communications		277/480: 3-phase	, 4-wire	-	150% for 10 minutes					
Failure (Summary)	Regulation	± 1%			200% for 1 minute 1,000% for 1 cycle					
	Voltage Adjustment	± 5%			1,000% for 1 cycle					
Codes and Regulations	Frequency	50 or 60 Hz; ± 0.1	1%	Manual	Bypass Switch <sup>1</sup>					
ANSI	Crest Factor	3:1		Voltage	120/208, 220/380, and					
ANSI/NFPA 70	Total Harmonic	100% linear load	< 3%		277/480: 3-phase, 4-wire					
EEE	Distortion (THD)	100% non-linear	load < 5%	Mounting	Inside UPS/Inverter					
JL/C-UL (UL1778)	Transient Response	± 5% (0-100% loa	ıd)	1	Enclosure					
	Recovery Time	< 50 millisecond		Positions	Two					
	Overload Capacity	100% - continuou		Construction	600 VAC, rotary drum, make-					
	Overload Capacity			Construction	before-break type					
		125% - 10 minute	15	T 0 T	31					
50 9001:20 <sub>08</sub>		150% - 1 minute		Transfer Time	Zero in both directions					
				Overload Capacity	125% continuous					
(5==1)					150% for 10 minutes					
(222)					200% for 1 minute					
CERTIFICATION TM					1,000% for 1 cycle					
TM					ronmental					
Intertek				Ambient Temperature	23 to 104°F (-5 to 40°C)					
HILLICK				Relative Humidity	0-95% non-condensing					
				Operating Altitude	10,000 feet (3,048 meters)					
				Audible Noise <sup>3</sup>	65-72 dB(A) @ 4.9 feet					
					(1.5 meter) typical					
				Cooling	Aided Convection or Forced					
					Air, depending on kVA rating					
					and design (fans standard					
					for 40 kVA units and above)					
				Cable Entry	Top and Bottom Entry					
					Standard					
				Mean Time Between	> 205,000 Hours					
				Failure (MTBF)						
				Cabinet Rating	NEMA 1 / IP-20					
					(IP-21 with addition of					
					optional drip shield)					
	¹Internal Ma	anual Bypass Switc	h is normally rer	noved when a Remote Manua	optional drip shield)					

# SERVICE OPTIONS

AMETEK Solidstate Controls' products are known for their high quality. To keep them running smoothly, do not trust the maintenance of them to just anyone. No one will have the in-depth knowledge and familiarity as we do. We care about our products and we provide superior service agreements that ensure your critical power equipment continuously functions as designed.

We offer three levels of multi-year service agreements, designed to support our preventative maintenance schedules.

General Services	Basic	CSA <sup>1</sup>	CSA+1
Pre-Inspection Interview	Annually	Annually	Annually
Post-Inspection Interview	Annually	Annually	Annually
Detailed Service Report	Annually	Annually	Annually
UPS/Inverter/Charger Services	Basic	CSA	CSA+
Visual Inspection	Annually	Annually	Annually
Scheduled Parts Replacement	Every 5 Years	Annually	Annually
System Operational and Functional Testing	Every 5 Years	Annually	Annually
Infrared Scanning/Thermal Imaging	Optional	Annually	Annually
Battery Inspection & Continuity Test	Basic	CSA	CSA+
Visual Inspection	Annually	Annually	Annually
Individual Cell Voltages	Every 5 Years	Annually	Annually
Continuity Test	Every 5 Years	Annually	Annually
Inter-cell resistance	Optional	Optional	Annually
Specific Gravity	Optional	Optional	Annually
System AC Load testing	Optional	Optional	Annually
Battery Capacitance Discharge Testing per IEEE Recommended Schedule	Optional	Optional	Optional
Parts and Service Coverage	Basic	CSA	CSA+
Emergency Service Fee	Waived	Waived	Waived
Guaranteed Emergency Response Time	Not Specified	72 Hours <sup>2</sup>	24 Hours <sup>2</sup>
Minimum Repair Service Cost per Repair Trip	Waived	Waived	Waived
Parts Covered Under Warranty	Only PM parts covered	All Parts in System	All Parts in System
Transformers (Less than 20 years)	No Coverage	Covered	Covered
Travel and Living Expenses	Billed at cost	Covered	Covered
Labor	Standard Rates	Covered	Covered
Replacement System Manuals	\$350 each	\$175 each	No Cost
Financial Benefits	Basic	CSA	CSA+
Spare Parts Discount	5%	15%	20%
Annualized Pricing	Included	Included	Included
Discount on Training Seminars	None	25%	50%

<sup>&</sup>lt;sup>1</sup> CSA and CSA+ meet factory recommended guidelines for preventative maintenance

#### WORLD HEADQUARTERS

875 Dearborn Drive Columbus, Ohio 43085 Phone: +1-614-846-7500 Toll Free: +1-800-635-7300 Fax: +1-614-885-3990

#### **GLOBAL OFFICES LOCATED IN**

Mexico Asia Pacific Brazil Middle East India Argentina

## WEBSITE

www.solidstatecontrolsinc.com



#### **EMAIL**

SCI.sales@AMETEK.com



THE PURPOSE OF OUR BUSINESS IS TO PROVIDE CONTINUITY OF ELECTRICAL POWER TO KEEP BUSINESSES IN BUSINESS.

WE DO THIS BY HELPING CLIENTS SOLVE THEIR POWER PROBLEMS AND BY CREATING THE MOST ECONOMICAL LONG-TERM RESULTS.

<sup>&</sup>lt;sup>2</sup> System restored to safe and stable condition



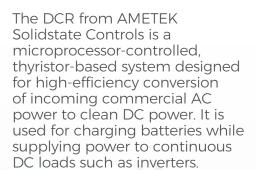
# DCR

# Digital Battery Charger Systems

THREE PHASE INPUT VOLTAGE: 208, 380, 480, 600 VAC

AMPERAGE: 32 - 630 A<sup>1</sup>

OUTPUT VOLTAGE: 110, 120, 220, 240 VDC



The rugged solid-state design utilizes SCR phase control to provide regulated, current-limited DC power. The DCR can operate with or without batteries and is intended for use in UPS systems. The DCR can also be used as a standalone device for battery-charging-only applications.

- Latest digital and power electronics technology
- Reliable industrial design;
   MTBF >205,000 hours
- User definable control and alarm set-points
- Simultaneous voltage and current readings
- CE safety and EMC standards compliant
- UL1012 (UL, cUL) Approved
- Vacuum impregnated magnetics, 200°C
- Efficiency up to 95%



# **Control Display**



With the DCR's Digital Display, you have all the vital system information right at your fingertips. The user-friendly display menu provides the link between operator, all monitoring controls and alarms. Set points for control and alarm parameters are customer configurable.

The Display Features:

- Adjustable Backlit Status Display
- Charger Condition LEDs
  - AC On
  - Fault
  - High DC Voltage
  - Low DC Voltage
  - Charger Fail (Loss of AC Input)
- Soft-touch Menu Scrolling Keypad
- Float and Manual Equalize Controls with LEDs
- Lamp Test and Alarm Silence Control

<sup>&</sup>lt;sup>1</sup> Consult us for additional sizes

General Specificatio	ns - Standa	rd Features	General Sp	ecifications	- Optional Features	
	Features		Optional Circuit Breakers	(Optic	n #)	
SCR (Thyristor) based rectifier with on Electronic control, current limiting a Floating ground output			65 kAIC Rated AC Input Breaker DC Output Breaker (10 kAIC) DC Output Breaker (High kAIC)	(82) (182) (183)		
Event counter retains up to 64,000 Detailed data logging for the last 50			Optional Alarms	(Optio	n #) (	Optional Relay)
ong life LED indicators	o events		Charger Fan Fail	(120)	(	120R)
Protected from phase rotation			Charger Overload Charger Fuse Blown	(119) (67)		119R) 67R)
Standard Pro	tection Devi	ces	Pos/Neg to Ground	(3)	ĺ	3R)
C Input Breaker (14 kAIC Minimum	1)		Charger Output Circuit Breaker ope			191R)
OC Output Fuse			Additional Options Charger Output Diode	(Option #)	Note	es
Standar OC Output Voltage OC Charger Current	d Metering		Charger Output Diode	(29)	Blocking diode Note: temperature com disabled	oensation optio
	l Dalarra		Auto-equalize	(130)	After AC power failure >	5 minutes
ault (Common)	ard Relays		Alarm Relay Test	(132)	Facilitate testing of the screens	alarms through
ow DC Voltage Standard Indications	(Optional	Relav)	Charger Ripple Filter	(59)	Extra filtering can be ad for lower ripple requirer	
AC 'ON' Green LED Float" Green LED	(Optional	nelsy)	Percent Loading	(115)	Displays the percentage being used as compared current	
Fault (Common) Alarm Red LED DC High Voltage Alarm Red LED DC Low Voltage Alarm Red LED			Input Power Metering	(111)	Optional charger AC inp LCD Display. (Volts, Amp	
Loss of AC Input Alarm Red LED "Equalize" Amber LED Control Modes	192R 185R		Equalize Inhibit	(155)	External potential free dr input will prevent the cha equalize mode.	
5 Pulse Standard or 12 Pulse Option	al		Dual Charger Current Limit Control	(186)	Optional external input	
Stand Alone or Parallel (Capacity an Display Default Alarms		-	Battery Temperature Compensation	(108)	DC battery float voltage room ambient tempera 32°F and 104°F (0°C to +4	ture over a rang
AC Input Available	Ориона	Relay)	Latching Alarms	(28)	Requires manual reset	10 0,
ow DC Voltage Charger Loss of Communications Charger Board Reset			Additional Relays		Additional relay contacts allowed)	(maximum of 1
AC Power Supply Fail			General	Specification	ns - Performance	
AC Input Failure High DC Shutdown						
System Reset			AC Input	Electrical Spe	Available Voltages: 3-pha	-0.208 380 480
System Over Temperature DC Power Supply Fail			AC IIIput		(± 10%) Frequency: 50 or 60 Hz	
Charger Bridge Over Temperature Charger Failure High DC Voltage	193R 69R 5R		DC Output		Nominal voltages: 110, 12 (± 0.5% Float, ± 1.0% Equ	0, 220, 240 VD0
General Specificatio		nal Features	Ripple (RMS)		Unfiltered Units: < 2% wi Filtered: 0.1% with batte	h battery conne
Option Packages	(Option #)	LCD Indicators	N	Mechanical Sp		ry connected
Communications Package	(187)	MODBUS RTU	Enclosure		NEMA1 (IP20), 14 GA (2 r	nm) steel with
zerminameatiener aenage	(107)	MODBUS over Ethernet			hinged front access doc	r and drip shield
		Ethernet Web-page Capability	Cable Entry		Top or Bottom	
		MÖDBUŠ TCP-IP	Finish		Standard Powder Coat	
		Consult us for additional Communications options	Cooling		Convection cooling up t Current	o 50 A Output
	(200)			Mechanical F	eatures (Option #)	
AC Input Monitoring Package	(188)	AC Input CB Open AC Input Failure	Lifting Eye Bolts	(105)	Key-lockable Enclosure	(15
		Low AC Input High AC Input	Pad Lockable Breakers	(93)	IP-21 Rated Cabinet w/o Drip Shield	otional (65
Battery Monitoring Package	(189)	Battery Test	20% Spare Alarm Terminals	(96)	DC Rated Alarm Contac	
		Battery Time Remaining High DC Disconnect		(127)	Space Heater	(88)
		Low DC Disconnect	Fungus/moisture spay	(70)	Labeling in Other Langu	ages
		Battery I & V Metering Battery Current Limit Battery Discharging	Audible Noise	Environn	65-72 dB(A) at 3 feet (1 m	eter) at half
		Remote Battery Circuit Breaker Open	Operating Temp	equipment height  32°F to 104°F (-0°C to +40°C), To 55°C with		
		Battery Near Exhaustion	Storage Temp		derate -4°F to 158°F (-20°C to 70	)°C)
Optional Relays	(Option #)	Notes	Operating Humidity		Up to 95% (Non-conder	
AC Input Failure	(26R)	Aveilable Mile -	Altitude		10,000 feet (3,048 mete	
Low AC Input AC Input CB Open	(68R) (101R)	Available When Package 188 is Selected		ensions	Inches	Millimeters
High AC Input	(124R)	. acruge 100 is selected		WxD	48 x 24 x 24	1,220 x 610 x 6
High DC Disconnect	(2R)			WxD	79 x 32 x 36	2,007 x 813 x 9
Remote Battery Cicuit Breaker Open Battery Near Exhaustion Low DC Disconnect	(57R) (60R)	Available When Package 189 is Selected	<sup>1</sup> The drip shield adds 5 in (127 mm Current Limit: 100 = 100% Current	n) to the heigh Limit, 115 = 115	nt 5% Current Limit	
Low DC Disconnect Battery Discharging	(107R) (197R)		Specifications sub			

				110	0/120 VDC (	Output						
				3Ф AC Inpu	t/Frequency <sup>1</sup>			Circuit	Breaker Am	pacity <sup>2</sup>	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
Model Number	Output Amps	DC Volts	AC/DC Efficiency %	AC Amp	os/Phase	Cabinet Style	Heat Loss (BTU/hr)	D0.0	Main AC Input		Weight <sup>3</sup>	
	7.11100		Zimereriey 70	208/60	480/60	0.51.0	(3.0,)	DC Output	208/60	480/60	lb	kg
DCR-120-0032-5	32	120	91	20	9	FS1	1,297	45	25	15	420	191
DCR-120-0040-5	40	120	91	25	11	FS1	1,620	60	35	15	430	195
DCR-120-0050-5	50	120	91	31	13	FS1	2,025	70	40	20	450	204
DCR-120-0063-5	63	120	91	39	17	FS1	2,551	80	50	25	485	220
DCR-120-0080-5	80	120	91	49	21	FS1	3,240	110	70	30	520	236
DCR-120-0100-5	100	120	91	62	27	FS1	4,050	150	80	35	540	245
DCR-120-0125-5	125	120	92	76	33	FS1	4,449	175	100	45	651	295
DCR-120-0160-5	160	120	93	97	42	FS1	4,931	225	125	60	760	345
DCR-120-0200-5	200	120	93	121	52	FS2	6,162	300	175	70	880	399
DCR-120-0250-5	250	120	93	151	65	FS2	7,705	350	200	90	1,100	499
DCR-120-0320-5	320	120	94	191	83	FS2	8,363	500	250	110	1,235	560
DCR-120-0400-5	400	120	95	236	102	FS2	8,619	600	300	150	1,340	608
DCR-120-0500-5	500	120	95	295	128	FS2	10,775	600	400	175	1,815	823
DCR-120-0630-5	630	120	95	372	161	FS2	13,576	800	500	200	2,000	907
				22	0/240 VDC	Output						
				3Ф AC Inpu	t/Frequency <sup>1</sup>			Circuit	Breaker Am	pacity <sup>2</sup>		1
Model Number	Output Amps	DC Volts	AC/DC Efficiency %	AC Amp	os/Phase	Cabinet Style	Heat Loss (BTU/hr)		Main AC Input		- Weight <sup>3</sup>	
	Amps		Linciency /0	208/60	480/60	Style	(610/111)	DC Output	208/60	480/60	lb	kg
DCR-240-0032-5	32	240	91	40	17	FS1	2.593	45	50	25	490	222

				3Ф AC Inpu	t/Frequency <sup>1</sup>			Circuit Breaker Ampacity <sup>2</sup>			Weight <sup>3</sup>	
Model Number	Output Amps	DC Volts	AC/DC Efficiency %	AC Amp	s/Phase	Cabinet Style	Heat Loss (BTU/hr)	DC 0tt	Main A	C Input	vvei	gnt
				208/60	480/60		(= : = 7 : /	DC Output	208/60	480/60	lb	kg
DCR-240-0032-5	32	240	91	40	17	FS1	2,593	45	50	25	490	222
DCR-240-0040-5	40	240	91	49	21	FS1	3,240	60	70	30	510	231
DCR-240-0050-5	50	240	91	62	27	FS1	4,050	70	80	35	535	243
DCR-240-0063-5	63	240	91	78	34	FS1	5,102	80	100	45	560	254
DCR-240-0080-5	80	240	91	99	43	FS1	6,479	110	125	60	610	277
DCR-240-0100-5	100	240	91	123	54	FS1	8,008	150	175	70	650	295
DCR-240-0125-5	125	240	92	153	66	FS2	8,902	175	200	90	720	327
DCR-240-0160-5	160	240	93	193	84	FS2	9,861	225	250	110	1,033	469
DCR-240-0200-5	200	240	93	241	105	FS2	12,328	300	350	150	1,326	601
DCR-240-0250-5	250	240	93	302	131	FS2	15,409	350	400	175	1,470	667
DCR-240-0320-5	320	240	94	382	166	FS2	16,726	500	500	225	1,618	734
DCR-240-0400-5	400	240	95	472	205	FS2	17,242	600	600	300	1,720	780
DCR-240-0500-5	500	240	95	591	256	FS2	21,551	700	800	350	2,685	1,218

	nsions		
Cabinet Type	Dimensions	Inches	Millimeters
FS1 <sup>4</sup>	(H x W x D)	48 x 24 x 24	1,220 x 610 x 610
FS2	(H x W x D)	79 x 32 x 36	2,007 x 813 x 915

<sup>1</sup> Custom sizes available, please contact us <sup>2</sup> Circuit breakers are sized for a minimum of 125% rated current <sup>3</sup> Unit weight corresponds to 60 Hz configuration, consult us for 50 Hz unit weights <sup>4</sup> The drip shield adds 5 in (127 mm) to the height

<sup>5</sup> Model Number Designation System

A - Indicates Base Model Number
B - Indicates DC Output Voltage - 120 = 120 VDC, 240 = 240 VDC
C - Indicates DC Output Current - 0032 = 32 A, 0160 = 160 A
D - Indicates AC Input Voltage - 480 = 480 VAC, 380 = 380 VAC
E - Indicates number of Input Phases - 3 = 3 Phase
F - Indicates Input Frequency - 60 = 60 Hz, 50 = 50 Hz
G - Indicates Charger configuration - 06 = 6 Pulse Charger, 12 = 12 Pulse Charger
H - Indicates Current Limit - 100 = 100% Current Limit, 115 = 115% Current Limit
I - Indicates Customization - B = Base, C = Custom

#### WORLD HEADQUARTERS

875 Dearborn Drive Columbus, Ohio 43085 Phone: +1-614-846-7500 Toll Free: +1-800-635-7300 Fax: +1-614-885-3990

#### **GLOBAL OFFICES LOCATED IN**

Mexico Middle East Asia Pacific India Brazil Argentina

#### **WEBSITE**

www.solidstatecontrolsinc.com

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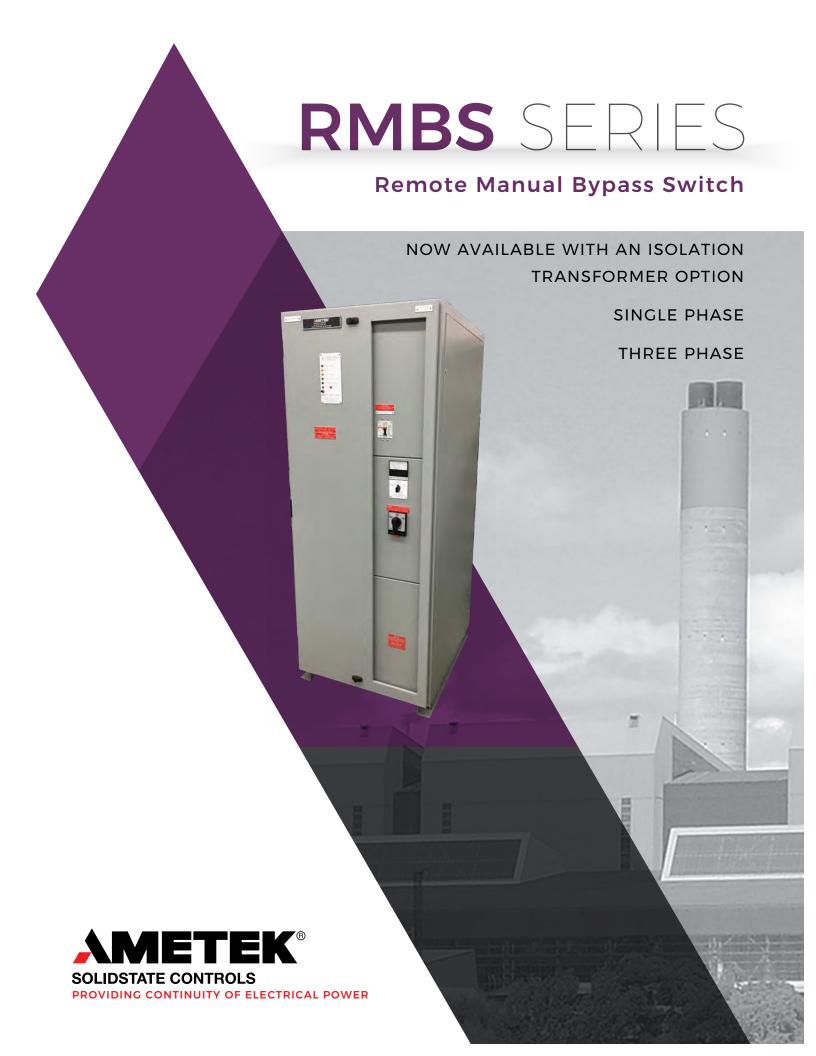
#### **EMAIL**

SCI.sales@AMETEK.com



THE PURPOSE OF OUR BUSINESS IS TO PROVIDE CONTINUITY OF ELECTRICAL POWER TO KEEP BUSINESSES IN BUSINESS.

WE DO THIS BY HELPING CLIENTS SOLVE THEIR POWER PROBLEMS AND BY CREATING THE MOST ECONOMICAL LONG-TERM RESULTS.



# RMBS/RMBS-T

# Remote Manual Bypass Switch with isolation transformer option

SINGLE PHASE 3 - 100 kVA THREE PHASE 10 - 100 kVA



Solidstate Controls RMBS Series, Remote Manual Bypass Switch (RMBS) is a 3-position switch that allows for complete isolation of a UPS or inverter in order to perform routine or emergency maintenance on the equipment.

The RMBS-T unit includes an isolation transformer that isolates the bypass supply. Depending on your equipment line up and space constraints, you may consider combining your transformer and RMBS to create an all-in-one, consolidated unit.

The load is temporarily transferred from the inverter (UPS) onto the bypass (alternate) AC power source. This make-before-break switch is designed to transfer between two in-sync sources to enable a zero-break transfer in both directions, so there is no disruption of power to the connected load(s).

- 3-Position: Offers Complete Isolation
- Make-Before-Break
- Industrial Grade
- NEMA-1 (IP-20) Wall Mounted Enclosure for the RMBS unit or a cabinet for the RMBS-T unit
- Long Life LED Indicators
- Wide Variety of Current and Voltage Ratings Available
- Isolation transformer option available

Note: Cover photo is RMBS-T, inside photo is RMBS

**RMBS** Specifications

	UPS kVA		Nominal	Switch	Enclosure Di	mensions H x W x D	Weigh	t Optional Breake
Model Number	Rating	Voltage	Current	Rating	Inches	Millimeters		Ratings <sup>2</sup>
RS030MB-12		120 1 DU	25	50 A				3 -
	3	120, 1-PH			24 x 24 x 10	610 x 610 x 254		
RS050MB-12	5	120, 1-PH	42	85 A	24 x 24 x 10	610 x 610 x 254		59 60 A
RS075MB-12	7.5	120, 1-PH	63	85 A	24 x 24 x 10	610 x 610 x 254		59 80 A
RS100MB-12	10	120, 1-PH	83	130 A	24 x 24 x 10	610 x 610 x 254	85 3	59 125 A
RS150MB-12	15	120, 1-PH	125	200 A	28 x 24 x 14	711 x 610 x 356	100 4	5 175 A
RS200MB-12	20	120, 1-PH	167	255 A	28 x 24 x 14	711 x 610 x 356	100 4	5 225 A
RS300MB-12	30	120. 1-PH	250	400 A	34 x 32 x 15	864 x 813 x 381		58 350 A
RS400MB-12	40	120, 1-PH	333	510 A	34 x 32 x 15	864 x 813 x 381		58 500 A
RS500MB-12	50		417					3 600 A
		120, 1-PH		600 A	34 x 32 x 17	864 x 813 x 432		
RS600MB-12	60	120, 1-PH	500	765 A	34 x 32 x 17	864 x 813 x 432	175 7	'9 Contact us
RS750MB-12	75	120, 1-PH	For this inform	nation please o	ontact your sales rep	presentative		
RS1000MB-12	100	120, 1-PH						
RS030MB-24	3	120/240, Split PH	13	50 A	24 x 24 x 10	610 x 610 x 254	85 3	59 20 A
RS050MB-24	5	120/240, Split PH	21	50 A	24 x 24 x 10	610 x 610 x 254	85 3	59 30 A
RS075MB-24	7.5	120/240, Split PH	31	50 A	24 x 24 x 10	610 x 610 x 254		59 40 A
RS100MB-24	10	120/240, Split PH	42	85 A	24 x 24 x 10	610 x 610 x 254		59 60 A
RS150MB-24	15	120/240, Split PH	63	85 A	24 x 24 x 13	610 x 610 x 330		5 80 A
RS200MB-24	20	120/240, Split PH	83	130 A	24 x 24 x 13	610 x 610 x 330		5 125 A
RS300MB-24	30	120/240, Split PH	125	200 A	28 x 24 x 14	711 x 610 x 356		57 175 A
RS400MB-24	40	120/240, Split PH	167	255 A	28 x 24 x 14	711 x 610 x 356		57 225 A
RS500MB-24	50	120/240, Split PH	208	400 A	34 x 32 x 15	864 x 813 x 381		8 300 A
RS600MB-24	60	120/240, Split PH	250	400 A	34 x 32 x 15	864 x 813 x 381		'9 350 A
RS750MB-24	75	120/240, Split PH	313	400 A	34 x 32 x 17	864 x 813 x 432		'9 400 A
	100				ontact your sales rep		1/5	3 1 400 A
RS1000MB-24		120/240, Split PH					05 3	20 20 4
S030MB-22	3	220, 1-PH	14	50 A	24 x 24 x 10	610 x 610 x 254		59 20 A
RS050MB-22	5	220, 1-PH	23	50 A	24 x 24 x 10	610 x 610 x 254		30 A
S075MB-22	7.5	220, 1-PH	34	50 A	24 x 24 x 10	610 x 610 x 254		50 A
RS100MB-22	10	220, 1-PH	45	85 A	24 x 24 x 10	610 x 610 x 254	85 4	5 60 A
RS150MB-22	15	220, 1-PH	68	85 A	24 x 24 x 10	610 x 610 x 254	100 4	5 90 A
RS200MB-22	20	220. 1-PH	91	130 A	24 x 24 x 10	610 x 610 x 254		8 125 A
RS300MB-22	30	220, 1-PH	136	200 A	28 x 24 x 14	711 x 610 x 356		58 175 A
RS400MB-22	40	220, 1-PH	182	255 A	28 x 24 x 14	711 x 610 x 356		9 250 A
RS500MB-22	50	220, 1-PH	227	400 A	34 x 32 x 15	864 x 813 x 381		79 300 A
RS600MB-22	60	220, 1-PH	273	400 A	34 x 32 x 15	864 x 813 x 381		'9 350 A
RS750MB-22	75	220, 1-PH	341	510 A	34 x 32 x 15	864 x 813 x 381		'9 500 A
RS1000MB-22	100	220, 1-PH	455	600 A	34 x 32 x 17	864 x 813 x 432	175 7	'9 600 A
RS100MB-20	10	208/120, 3-PH	28	50 A	24 x 24 x 13	610 x 610 x 330	100 4	5 40 A
SRS150MB-20	15	208/120, 3-PH	42	85 A	24 x 24 x 13	610 x 610 x 330		5 60 A
RS200MB-20	20	208/120, 3-PH	56	85 A	24 x 24 x 13	610 x 610 x 330		5 70 A
RS300MB-20	30	208/120, 3-PH	83	130 A	24 x 24 x 13	610 x 610 x 330	125 5	57 125 A
RS400MB-20	40	208/120, 3-PH	111	200 A	24 x 24 x 14	610 x 610 x 356		57 150 A
RS500MB-20	50	208/120, 3-PH	139	200 A	28 x 28 x 14	610 x 610 x 356		57 175 A
RS600MB-20	60	208/120, 3-PH	167	255 A	28 x 28 x 14	610 x 610 x 356		'5 225 A
RS750MB-20	75	208/120, 3-PH	208	400 A	34 x 32 x 17	864 x 813 x 432	165 7	75 300 A
RS1000MB-20	100	208/120, 3-PH			ontact your sales rep			
RS100MB-38	10	380/220, 3-PH	15	50 A	24 x 24 x 13	610 x 610 x 330	100 4	5 20 A
RS150MB-38	15	380/220, 3-PH	23	50 A	24 x 24 x 13	610 x 610 x 330		5 30 A
RS200MB-38	20	380/220, 3-PH	30	50 A	24 x 24 x 13	610 x 610 x 330		
RS300MB-38	30	380/220, 3-PH	46	85 A	24 x 24 x 13	610 x 610 x 330		57 60 A
RS400MB-38	40	380/220, 3-PH	61	85 A	24 x 24 x 13	610 x 610 x 330		57 80 A
RS500MB-38	50	380/220, 3-PH	76	130 A	24 x 24 x 13	610 x 610 x 330	125 5	57 100 A
RS600MB-38	60	380/220, 3-PH	91	130 A	24 x 24 x 13	610 x 610 x 330	165 7	'5 125 A
RS750MB-38	75	380/220, 3-PH	114	200 A	24 x 24 x 14	610 x 610 x 356		'5 150 A
RS1000MB-38	100	380/220, 3-PH	152	200 A	24 x 24 x 14	610 x 610 x 356	165 7	75 200 A
RS1000MB-48	100	480/277, 3-PH	12	50 A	24 x 24 x 13	610 x 610 x 330		5 200 A
RS150MB-48	15	480/277, 3-PH	18	50 A	24 x 24 x 13	610 x 610 x 330		5 25 A
RS200MB-48	20	480/277, 3-PH	24	50 A	24 x 24 x 13	610 x 610 x 330		5 40 A
RS300MB-48	30	480/277, 3-PH	36	50 A	24 x 24 x 13	610 x 610 x 330	125 5	57 50 A
RS400MB-48	40	480/277, 3-PH	48	85 A	24 x 24 x 13	610 x 610 x 330		70 A
RS500MB-48	50	480/277, 3-PH	60	85 A	24 x 24 x 13	610 x 610 x 330		7 80 A
	60	480/277, 3-PH			24 x 24 x 13			75 100 A
	1 00	+00/Z//, 3-PF	72	130 A		610 x 610 x 330		
GRS600MB-48 GRS750MB-48	75	480/277, 3-PH	90	130 A	24 x 24 x 13	610 x 610 x 330	165   7	'5 125 A

RMBS-T Specifications<sup>4</sup>

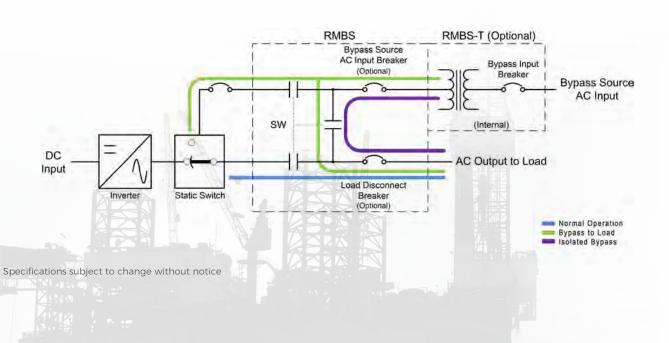
Madel Number	kVA Size Input Voltage Output Voltage			Weight	
Model Number	KVA Size	Input Voltage	Output Voltage	lb	ka
RST030MB	3 kVA	208, 480, 600	120	765	347
RST050MB	5 kVA	208, 480, 600	120	760	345
RST075MB	7.5 kVA	208, 480, 600	120	760	345
RST100MB	10 kVA	208, 480, 600	120	760	345
RST150MB	15 kVA	208, 480, 600	120	760	345
RST200MB	20 kVA	208, 480, 600	120	850	386
RST300MB	30 kVA	208, 480, 600	120	955	433
RST400MB	40 kVA	208, 480, 600	120	1,050	476
RST500MB	50 kVA	208, 480, 600	120	1,050	476
RST600MB	60 kVA	208, 480, 600	120	1,170	531
RST750MB	75 kVA	208, 480, 600	120	1,200	544
RST800MB	80 kVA	208, 480, 600	120	1,325	601
RST1000MB	100 kVA	208, 480, 600	120	1,325	601
3RST100MB	10 kVA	208, 480, 600	208, 480 <sup>3</sup>	770	349
3RST150MB	15 kVA	208, 480, 600	208, 480 <sup>3</sup>	770	349
3RST200MB	20 kVA	208, 480, 600	208, 480 <sup>3</sup>	770	349
3RST300MB	30 kVA	208, 480, 600	208, 480 <sup>3</sup>	850	386
3RST400MB	40 kVA	208, 480, 600	208, 480 <sup>3</sup>	1.025	465
3RST500MB	50 kVA	208, 480, 600	208, 480 <sup>3</sup>	1,295	587
3RST600MB	60 kVA	208, 480, 600	208, 480 <sup>3</sup>	1,295	587
3RST750MB	75 kVA	208, 480, 600	208, 480 <sup>3</sup>	1,345	610
3RST800MB	80 kVA	208, 480, 600	208, 480 <sup>3</sup>	1,550	703
3RST1000MB	100 kVA	208, 480, 600	208, 480 <sup>3</sup>	1,550	703

<sup>&</sup>lt;sup>1</sup>Denotes U.L. Rating <sup>2</sup> Eaton Breakers <sup>3</sup> Available for RMBS-T 480 input voltage option only

 $<sup>^4</sup>$  All RMBS-T enclosure dimensions are: 79 x 32 x 36 inches (2,007 x 813 x 914 millimeters) Specifications subject to change without notice Consult us for sizes not listed

# General Specifications

Standard Features	Optional Features	(Option #)
<ul> <li>Nema-1 (IP-20) wall mounted enclosure for the RMBS models and a cabinet for the RMBS-T models</li> <li>ANSI 61 light gray</li> <li>3-positions for complete isolation: <ul> <li>Normal-load fed from Inverter (UPS)</li> <li>Bypass (test)-load fed from bypass source through RMBS</li> <li>Isolation-load fed from utility, completely isolating the RMBS and inverter</li> </ul> </li> <li>Indicating lights for: <ul> <li>In-sync</li> <li>Bypass source available</li> <li>Normal source available</li> </ul> </li> <li>Lamp test push button</li> <li>Clearance for top cable entry - contact us for bottom entry requirements (RMBS only)</li> <li>Power cable connections made to copper bus bars, allowing greater cable bending radius</li> <li>Isolation transformer (RMBS-T only)</li> <li>Top and bottom cabinet entry (Standard on RMBS-T models)</li> </ul>	<ul> <li>Padlockable handle to lock switch in a position</li> <li>Solenoid (electronic) interlock to prevent switch operation if inverter and bypass source are not in sync</li> <li>Output circuit breaker¹</li> <li>Bypass source input circuit breaker¹</li> <li>Padlockable breakers</li> <li>Aux contacts for CBs</li> <li>Indicating light package; includes: <ul> <li>Not in sync</li> <li>Switch in normal source to load</li> <li>Switch in bypass to load</li> <li>Switch in isolation bypass</li> </ul> </li> <li>Voltmeter with selector switch to indicate: <ul> <li>Normal input</li> <li>Bypass input</li> <li>AC output voltage</li> </ul> </li> <li>¹Eaton breakers: Available in high kAIC ratings.</li> </ul>	(S800P) (S800L) (18) (95) (93) (145) (90)



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#### TERMS AND CONDITIONS OF SALE

THE FOLLOWING TERMS AND CONDITIONS, TOGETHER WITH ANY OTHER TERMS AND CONDITIONS SPECIFICALLY AGREED TO IN WRITING BY SELLER, SHALL APPLY TO ALL ORDERS ("Order(s)") FROM, AND SALES OF PRODUCTS ("Products") OR SERVICES ("Services") TO BUYER. ANY ACCEPTANCE OF ANY ORDER OF BUYER IS CONDITIONED UPON THESE TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS PROPOSED BY BUYER IN ANY DOCUMENT ARE OBJECTED TO AND SHALL NOT BE BINDING UPON SELLER. THE PROVISIONS OF THESE TERMS AND CONDITIONS MAY ONLY BE ALTERED BY A PERSON AUTHORIZED BY SELLER TO BIND SELLER TO ANY PROMISE OR UNDERSTANDING NOT EXPRESSED HEREIN.

# Entire Agreement, Acceptance

All quotations, proposals and similar communications from Seller shall be considered an invitation to contract; all orders shall be considered offers, and Seller's order acknowledgments shall be considered acceptances which, shall result in a binding sales agreement containing these terms and conditions. This sales agreement is limited to the provisions contained or expressly incorporated herein and supersedes all previous communications. Any additional or different terms contained in Buyer's forms are hereby rejected. Buyer's receipt of any portion of the Goods shall constitute Buyer's assent to all terms and conditions contained herein.

# **Quotations and Delivery**

Unless otherwise stated herein, Seller's quotation for equipment/service is effective for sixty (60) days from its date. Battery pricing (if applicable) is valid for 30 days from its date. Quoted lead times for engineering and equipment delivery are estimates. Shipping dates will be established at the time Buyer's order is accepted, consistent with Seller's then current shipping commitments. Shipping dates do not include turnaround time for Buyer's review and approval of drawings. Seller reserves the right to select the means of transportation and routing, but other details of shipment must be pursuant to Buyer's instructions. If this purchase order specifies witnessed Factory Acceptance Testing, then such testing will be on a non-interference basis. The Buyer's failure to inspect the goods on the day(s) specified by Seller will constitute a waiver of Buyer's rights for witnessing the in-factory testing of the equipment prior to shipment and may result in a witness testing cancellation charge. Seller will endeavor to provide tentative witnessed inspection dates to the Buyer no later than ten calendar days prior to the test date(s).

Seller does not have facilities for storage of the goods. Should Buyer not be able to accept physical delivery of the goods, Seller shall provide suitable local storage at a warehouse facility near its factory for the goods on a temporary basis. Buyer will be required to accept title to the goods upon Seller placing the goods into storage.

# Prices/Taxes

Unless otherwise stipulated in the proposal, all prices are firm for sixty (60) days from the date of the quote. Battery pricing (if applicable) is valid for thirty (30) days from the date of the quote. Further, prices payable by the Buyer shall be subject to immediate increase, should the Seller as a result of governmental action or regulation including, without limitation, those contemplated by an investigation under Section 232 of the Trade Expansion Act of 1962 (19 U.S.C. §1862), incur additional duties, tariffs or restrictions on products sold hereunder, or on the raw materials that are used in making such products. In no event shall prices include any amounts imposed on the Buyer in connection with Buyer's purchases from Seller, such as taxes, including but not limited to Value Added Tax (VAT) or excise taxes, duties, tariffs, or any other costs assessed against the Buyer by a governmental authority. Buyer agrees to pay or to reimburse Seller for any such taxes.

# Purchase Orders

All purchase orders should be addressed to:

Solidstate Controls, LLC dba/ AMETEK Solidstate Controls 875 Dearborn Drive Columbus, OH 43085 U.S.A.

# **Payment**

Payment in US dollars as outlined will be required:

- a. All orders ≤ \$100,000.00: (Net 30 days)
- b. All orders > \$ 100,000.00; ≤ \$300,000.00: Payment Terms as follows will be required:

#### Percentage Due of Purchase Price

30% Progress Payment (payable upon receipt)

70% Final Payment (net 30-days)

#### Milestone

Upon Submission of Approval Drawings

At Time of Shipment

c. All orders > \$ 300,000 Payment Terms as follows will be required:

#### Percentage Due of Purchase Price

15% Progress Payment (payable upon receipt)

35% Progress Payment (payable upon receipt)

50% Final Payment (net 30-days)

#### Milestone

**Upon Submission of Approval Drawings** 

Upon Release to Manufacturing

At Time of Shipment

- d. AMETEK does not accept cash retention. A standby Letter of Credit may be provided by the PNC Bank NA in lieu of cash retention.
- e. If the financial condition of Buyer is unsatisfactory to Seller, Seller may require full or partial payment in advance, or satisfactory security, in the form of a letter of credit or otherwise. In the event of bankruptcy or insolvency of Buyer, Seller may immediately cancel any Order then outstanding and recover its appropriate termination charges from Buyer.
- f. AMETEK does not accept "Pay When Paid" payment terms. Any Purchase Order or Contract resulting from this proposal is a legally binding contract between AMETEK and the Buyer. Payments due from Buyer are not contingent upon Buyer's receipt of payment from any entities or affiliates.
- 9. There are no pre-conditions for the down payment or for any progress payment other than the milestones noted above. If the release to manufacturing occurs more than one-hundred and twenty (120) days after the award of the purchase order (either due to an extended delivery date or caused by delays which are no fault of the Seller) the 25% payment for release to manufacturing will be due at the 120-day point. Progress payment milestones will be self-certified by the Seller on the invoice.

#### Remit to Address

Wire transfers are payable to: Solidstate Controls, LLC

dba/AMETEK Solidstate Controls

Wire transfers shall be sent to:

JP Morgan Chase Bank NA 1 Chase Manhattan Plaza New York. NY 10081

Account #: 0304906603 ABA #: 021000021 Swift ID: Chas US 33



**International Orders** require an irrevocable Letter of Credit (in U.S. dollars) advised through the Huntington National Bank in Columbus, OH 43260.

Telex #: 245-475

S.W.I.F.T. #: # HUNTUS 33

Payment shall be made upon presentation of the agreed upon documents to the advising bank by AMETEK Solidstate Controls.

#### **INVOICE FRAUD PREVENTION**

Given the increased risk of invoice fraud, Buyer should treat any notification to change details of Seller's bank account with suspicion. Seller will not inform or instruct Buyer to make remittance or money transfers to any other beneficiary, address or bank account via email. Always verify a request to update records or change bank account information BEFORE implementing a change or completing the payment. Verify any requested changes by speaking to a known Seller representative.

# Title and Risk of Loss

Unless otherwise provided for in our proposal and pricing, delivery (INCO) terms are CIP Destination Title to, and risk of loss for, the goods shall transfer to the Buyer at the CIP Destination Point.

#### Warranties and Limitations on Warranties

Seller expressly warrants that the Goods manufactured by Seller, when delivered will (i) conform to the descriptions and specifications incorporated herein and (ii) be free of defects in material or workmanship for a period of 12 months from the date of operation, or 18 months after date of shipment, whichever occurs first. There is an additional four (4) year warranty on certain transformers manufactured by Seller. Refer to AMETEK Solidstate Controls' Manufacturer's warranty for a more detailed explanation of warranties. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.

If Buyer notifies Seller in writing within the warranty period, that the Goods or any part thereof fail to comply with these warranties, then Seller will correct such nonconformity by repair or replacement, at Seller's option. If repairs are completed at Buyer's site, then Seller will provide replacement parts at no charge, but Buyer shall pay all labor charges at Seller's standard per diem field service rates plus travel and living expenses (portal to portal) of Seller's service personnel except unless the equipment was purchased with an enhanced warranty that covers travel and living expenses within the 48 contiguous U.S. states. Buyer shall also pay such charges where a service call would not have been necessary if Buyer had followed Seller's written instructions accompanying the Goods. In no event shall Seller be responsible for gaining access to the Goods, or for disassembly or reassembly. Freight charges for warranty replacement items will be as provided in the original order. In lieu of repairing or replacing the nonconforming Goods or part, Seller shall have the right, at its sole option, to refund the purchase price.

In certain situations, Seller's warranty may extend to products supplied by, but not manufactured by Seller (e.g., batteries and battery racks). In all other cases, as an accommodation, Seller will pass on to Buyer whatever warranty Seller receives from its supplier of such products, but only to the extent allowed by such supplier.

If Buyer or any other person, without the prior written consent of Seller, repairs or modifies all or part of the Goods, or if the Goods are not stored, installed or used in accordance with Seller's instructions or standard industry practices, this warranty shall be considered null and void.

# <u>Limitation of Liability</u>

The total liability of Seller on any claim, whether in contract, tort (including negligence of any degree and strict liability) or otherwise arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement or use of any Products/Services, shall not exceed \$3,000,000.00

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE OF ANY DEGREE, STRICT LIABILITY OR PATENT INFRINGEMENT) OR OTHERWISE, SHALL SELLER, ITS AFFILIATES, SUBCONTRACTORS, OR SUPPLIERS BE LIABLE FOR ANY LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE PRODUCTS OR SERVICES, OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF BUYER'S CUSTOMERS FOR DAMAGES OR FOR ANY SPECIAL, PROXIMATE, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES. If Buyer transfers title to, or leases Products sold hereunder to, or otherwise permits or suffers use by, any third party, Buyer shall obtain from such third party a provision affording Seller and its subcontractors/suppliers the protection of the preceding sentence. Any action against Seller must be brought within 18 months after cause of action accrues

# <u>Indemnification</u>

If this sale includes services to be performed on Buyer's premises, then Seller agrees to indemnify and save Buyer harmless against claims of third parties for physical damage to property and personal injury (including death) resulting directly and solely from the negligence of Seller's employees while providing services on Buyer's premises, but such indemnification shall not exceed the purchase price of the Goods. If requested by Buyer, Seller shall provide evidence of public liability and worker's compensation insurance coverage.

### **Patents**

If Buyer receives a claim that any Goods or part thereof manufactured by Seller infringes a United Sates patent, then Buyer will notify Seller promptly in writing and give Seller all necessary information and assistance and the exclusive authority to evaluate, defend and settle such claim. If buyer has made all payments due hereunder, Seller, at its own expense and option, will then (a) settle or defend against such claim, or (b) procure for Buyer the right to use such product, or (c) replace or modify the product to avoid infringement, or (d) remove it and refund the purchase price less reasonable amount for depreciation. Provided timely notice has been given by Buyer, should any court of competent jurisdiction hold such product to constitute infringement and, if the use of such product is enjoined, Seller will take, at its option, one or more of the actions described in (b), (c) or (d) above. With respect to any product or part thereof not manufactured by Seller, only the patent indemnity, if any, given by the manufacturer thereof will apply. The foregoing indemnity will not apply to any product made to the specification or design of Buyer. The rights and obligations of the parties with respect to patents are solely and exclusively as stated herein.

# Excusable Delays

A. Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to causes beyond Seller's reasonable control including but not limited to: acts of God; war; terrorism; civil commotion; riots; embargoes; government regulations, orders, instructions or priorities; port congestion; acts of or failure to act on the part of Buyer or its agents/employees; fires; floods; sabotage; nuclear incidents; earthquakes; storms; epidemics; strikes; lockouts or other labor difficulties; shortages of or inability to timely obtain proper labor, materials, components, shipping space or transportation, fuel, supplies or power at current prices; or due to limitations imposed by the extent of availability of Seller's normal manufacturing facilities.

B. If a delay excused per the above extends for more than 90 days and the parties have not agreed upon a revised basis for continuing providing Products/Services at the end of the delay, including adjustment of the price, then either party (except where delay is caused by Buyer, in which event only Seller) upon thirty (30) days' notice may terminate the Order with respect to the unexecuted portion of the Products/Services, whereupon Buyer shall promptly pay Seller its reasonable termination charges upon submission of Seller's invoices thereof.

# Returns

Authorization and shipping instructions must be obtained from Seller prior to the return of any Goods, and all authorized returns must include complete product identification and must be shipped freight prepaid to Seller's plant. A restocking charge will be imposed by Seller to place the returned Goods to a saleable condition.

# Delay, Suspension and Termination

- a. If any Goods cannot be delivered when ready because of causes beyond Seller's control, then Seller may place the Goods in storage. In such event, (i) Seller's delivery obligation shall be deemed fulfilled and the risk of loss shall pass to Buyer; (ii) any amounts payable to Seller shall be payable upon presentation of Seller's invoice; and (iii) all expenses for preparation and placement in storage, demurrage, storage insurance (if placed) and handling shall be payable upon presentation of Seller's invoice.
- b. Any order held, delayed or rescheduled at Buyer's request may be subject to an equitable price increase. Unless agreed otherwise, the US Bureau of Labor's Producers Price Index (PPI Detailed Report online at http://www.bls.gov/ppi) for "All Other Miscellaneous Electrical Equipment and Component Manufacturing", NA-ICS 335999, shall be applied to 100% of the proposed prices (without segregation of labor or material). The date of the Purchase Order will be used to establish the applicable base date for calculating the upward adjustment in price. If rescheduled beyond a reasonable period, then Seller may consider the order terminated by Buyer. Shipments delayed more than ninety (90) days at one time or one-hundred and twenty (120) days in the aggregate may be considered as terminated for the convenience of the Buyer and the appropriate cancellation schedule may be applied.

At any time, Buyer may terminate this order, in whole or in part, for convenience upon written notice to Seller. In either such termination, Seller shall be entitled to termination charges in whole or in part as follows (percentage due of purchase price):

<u>Milestone</u>	Percent Cancellation Charges
Prior to Release of Engineering	20%
During and Upon Completion of Engineering	40%
Fabrication Process	65%
Final Assembly	85%
Testing	100%

c. Shipments may be suspended provided the Buyer provides written notice to the Seller no later than sixty (60) days prior to the shipment date. In the event the Buyer is unable to take delivery of the goods as scheduled, and so notifies the Seller less than sixty (60) days from the scheduled date of shipment or delivery, Seller will arrange in-transit storage at the Buyer's expense; however, passage of risk and title will occur when the goods are made available to the freight carrier under INCOTERMS 2010: FCA Origin.

# General

- a. Seller's acceptance/order acknowledgment shall be made only at Seller's headquarters in Columbus, Ohio. Any Purchase Orders and Contracts shall be governed by the laws of the Commonwealth of Pennsylvania, U.S.A.
- b. The rights and obligations of the Buyer and Seller hereunder shall be governed in all respects by the law of the Commonwealth of Pennsylvania, U.S.A. The exclusive forum for adjudication of any disputes shall be the federal or state courts of the Commonwealth of Pennsylvania, and Buyer/Seller hereby consent to personal jurisdiction and venue in such courts in any proceeding. The United Nations Convention on the International Sale of Goods are hereby excluded from inclusion in any purchase order or contracts and shall not apply.
- c. These Terms and Conditions of Sale together with any other terms specifically agreed to in writing by Seller constitute the entire agreement between Buyer and Seller and supersede any prior or contemporaneous representations, agreements, proposals, warranties, or understandings, oral or written, express or implied. No waiver, modification, amendment, rescission or other change to these Terms and Conditions of Sale shall be binding unless specifically agreed to in writing by an authorized representative of Seller.
- d. The invalidity of any part hereof shall not affect the validity of the remainder. The failure of Seller to assert any right at any time hereunder shall not prevent Seller's subsequent assertion of the same or different rights.
- e. Buyer may not assign this contract without the prior written approval of the Seller.
- f. The drawing approval process assures that the Goods are designed in accordance with Buyer's specifications. It is incumbent on the Buyer to identify any errors or omissions at the time of initial drawing approval. If Buyer's specifications are silent or ambiguous, then Seller's design will be developed in accordance with good commercial and engineering practice. If Buyer changes its specifications after drawings have been prepared, then Seller will be reimbursed for reasonable charges and the shipping date may be adjusted to reflect such changes. Unless otherwise stated, if drawings have not been returned to Seller within thirty (30) days, then Seller may, at its discretion, proceed to manufacture the Goods in accordance with the drawings submitted to Buyer.
- g. Seller will provide a reasonable number of copies of drawings or other documents to Buyer for its use and for use by third parties required for the installation, operation, and maintenance of the Goods. If such documents bear Seller's legend that the data are proprietary, then no other disclosure, reproduction or other use shall be made without Seller's written permission.
- h. There shall be a minimum billing charge of \$250 plus transportation and taxes for any order.

# Software / Technical / Proprietary Information

Buyer shall not acquire any rights to any software which may be delivered with Products, except as granted in Seller's standard software license. Any software license granted in connection with the Products shall be an interim license, which may be withdrawn, pending payment for Products in full.

The purchase of Products shall not include any right to supply of technical information such as drawings, design calculations, manuals or specifications.

Proprietary information, including drawings, documents, technical data, reports, software, designs, inventions and other technical information and general "Know-How" supplied by Seller in connection herewith (hereinafter called "Data"), shall remain Seller's sole property and shall be held in confidence by Buyer. Data shall not be reproduced, used or disclosed to others by Buyer without Seller's prior written consent. Upon completion of Order, Buyer shall promptly return all Data to Seller together with all copies or reprints thereof then in Buyer's possession or control, and Buyer shall thereafter make no future use, either directly or indirectly, of any Data or any information derived therefrom without Seller's prior written consent. The foregoing shall in no way obligate Seller to provide or supply Data.

# Statutory Requirements

Seller reserves the right to make any changes in the general specifications of the Products which are required for the Products to conform to any statutory requirement.

# Witness Testing / Witness of Factory Acceptance Tests:

FAT/Witness Testing is available for a fee of \$1,000.00 per day. Buyer is responsible for all travel and living costs. For safety reasons, no more than two Buyer's representatives can be in Seller's Production or Test facilities at the same time. All Buyer representatives shall be escorted by a Seller employee while on Seller's premises.

Any FAT/Witness Testing is to be conducted on a non-interference basis. In addition, failure of Buyer or Buyer's representative to perform FAT/Witness Testing on the scheduled date may be considered a waiver of the Buyer's right to witness the FAT. In that case, SCI's right and ability to ship equipment per the delivery terms of the Purchase Order on the agreed upon date(s) shall not be impeded.

Any Inspector dispatched by Buyer shall have authorization to issue all appropriate shipping releases within 24 hours of completed FAT.

# Export Controls; FCPA Compliance; Anti-Boycott

- a. Buyer shall not make any disposition of the Products, by way of transshipment, re-export, diversion or otherwise, except as applicable U.S. export laws and regulations may expressly permit, and other than in and to the ultimate country of destination specified on Order(s) or declared as the country of ultimate destination on Seller's invoices or in the End Use Statement that Buyer provides to Seller. Seller shall not be named as shipper or exporter of record or U.S. principal party-in-interest (USPPI) unless specifically agreed to in writing by Seller in which case, Buyer shall provide Seller with a copy of the documents filed by Buyer for Export clearance purposes. At Seller's request, Buyer shall supply end-use and end-user information to determine export license applicability. Failure of Buyer to comply with this section shall constitute a material default allowing Seller to cancel related Order(s) without liability.
- b. Buyer warrants that it shall not violate or cause the Seller to violate the U.S. Foreign Corrupt Practices Act of 1977 (FCPA), as amended, the United Kingdom Bribery Act (UKBA) of 2010, as amended, or their respective implementing regulations in connection with Buyer's sale or distribution of the Products and/or Services, and that Buyer does not know or have reason to believe that any consultant, agent, representative or other person retained by Buyer in connection with the sale and/or distribution of Products/Services has violated, nor caused Seller to violate the FPCA and/or the UKBA. Where Buyer learns of or has reason to know of any violation of FCPA and/or or UKBA in connection with the sale or distribution of Products/Services, Buyer shall immediately advise Seller.
- c. Buyer further warrants that Buyer shall not violate or cause Seller to violate the U.S. Antiboycott Provisions of the U.S. Export Administration Regulations issued pursuant to the U.S. Export Administration Act of 1979, as amended, in connection with Buyer's purchase of Products/Services and that Buyer shall not request or require Seller to make statements or certifications against countries that are not subject to boycott by the U.S.

# **Nuclear Application**

If Buyer or third parties use the Goods or any Service provided hereunder in connection with any activity or process involving nuclear fission or fusion, or involving any use or handling of any source, special nuclear or by-product material (all as defined in the US Atomic Energy Act of 1954, as amended), then these terms and conditions of sale shall be supplemented by Seller's Nuclear Terms and Conditions as noted in the following section. Buyer shall promptly notify Seller by certified mail of such nuclear application. Seller will not be obligated to deliver the Goods or provide the Services until the indemnities, insurance overages, and waivers of liability, recourse and subrogation and other provisions of Seller's Nuclear Terms and Conditions have been obtained or fulfilled, failing which Seller may rescind the sale without liability for damages of any nature.

# SPECIAL CONDITIONS FOR THE SALE OF EQUIPMENT FOR USE IN A NUCLEAR FACILITY

The following conditions apply to all sales of material, equipment and/or services by AMETEK Solidstate Controls (hereinafter referred to as "Seller"), which are to be used directly or indirectly in or with any nuclear facility as hereinafter defined.

# **Nuclear Liability Protection**

- (a) The owner of the nuclear facility (hereinafter referred to as "Owner") will obtain and maintain (1) an agreement of indemnification with the United States Nuclear Regulatory Commission as provided by Section 170 of the Atomic Energy Act of 1954, as amended, and (2) nuclear liability insurance from NELIA or MAELU, or both, in such form and such amount as will meet the financial protection requirements established pursuant to Section 170 of said Act.
- (b) The agreement of indemnification and nuclear liability insurance shall be in effect on or before commencement of operation of the nuclear facility or the first arrival of nuclear fuel at the site of the facility, whichever first occurs, and shall remain in effect during the period in which Owner owns and operates the facility.
- (c) In the event that the nuclear liability protection system contemplated by Section 170 of the Atomic Energy Act of 1954, as amended, is repealed or changed, Owner will obtain and maintain in effect, to the extent available and consistent with general industry practice, nuclear liability protection which will not impair the protection provided by such nuclear liability protection system to Seller.

# **Property Damage**

Seller shall not have any liability for damage to any property of Owner located at the site of the nuclear facility caused by or arising out of a nuclear incident. Owner also waives any other claim for damage to Owner's property located at the site of the nuclear facility caused by or arising out of any defect in Seller's equipment to the extent such damage is covered by Owner's property damage insurance. Any insurance deductible shall be for Owner's account.

# **Consequential Damages**

Seller shall not have any liability for consequential damages arising out of delays or defects in Seller's equipment, including without limitation liability for loss of use, loss of profits or business interruption.

# **Definitions**

- (a) "Nuclear facility" means any facility required to provide financial protection pursuant to Section 170 of the Atomic Energy Act of 1954, as amended.
- (b) "Nuclear incident" means any occurrence causing bodily injury, sickness, disease, or death, or loss of or damages to property, or loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of source, special nuclear, or byproduct materials.

(c)	"Source,	, special nucl	ear, and byprodu	ct materials" s	shall mean	such mat	terials as	defined in t	the Atomic	Energy Act
of '	1954, as	amended.								

#### AMETEK SOLIDSTATE CONTROLS

875 Dearborn Drive, Columbus, Ohio 43085 (614)846-7500 Fax (614)885-3990

# Manufacturer's Warranty

- (a.1.) Seller provides a warranty for component failures of any kind for one (1) year from date of operation or eighteen (18) months from date of original shipment, whichever occurs first, based upon the provisions contained in b. and c. below.
- (a.2.) Beyond the original warranty provisions above for equipment installed within the 48 contiguous United States, Seller provides an additional four (4) years no-charge replacement only warranty on any transformer, choke, reactor, or ferroresonant transformer that was an integral part of a charger, rectifier, or inverter originally installed at the factory which fails under normal conditions. Buyer shall be responsible for all installation and shipping costs.
- (a.3.) Seller expressly warrants that the Goods manufactured by it will (i) conform to the descriptions and specification incorporated herein and (ii) be free of defects in material or workmanship for a period of one (1) year from date of operation or eighteen (18) months from date of original shipment, whichever occurs first. If Buyer notifies Seller within the warranty period that the Goods or any part fail to comply with these warranties, Seller will correct such nonconformity by repair or replacement, at Seller's option, provided that Buyer returns such Goods or part to Seller's plant or repair facility.
- (b.1) If Buyer within the 48 contiguous United States requests that repair be completed at Buyer's site within one year from date of operation, or eighteen months from original date of shipment, whichever occurs first, Seller will provide repair and replacement parts and labor (excluding travel & living expenses) at no charge unless a modification to this warranty has been made.
- (b.2) If a Buyer outside the contiguous 48 United States requests that repair be completed at Buyer's site, Seller will provide replacement parts and labor, but Buyer shall pay all travel and living expenses (portal to portal) of Seller's service personnel.
- (c.) Buyer shall also pay such charges at Seller's Standard Field Service Rates plus travel and living expenses where a service call would not have been necessary if Buyer had followed Seller's written instructions accompanying the Goods. In no event shall Seller be responsible for gaining access to the Goods, or for disassembly or reassembly. Freight charges for warranty replacement items will be as provided in the original order. In lieu of repairing or replacing the non-conforming Goods or, parts, Seller shall have the right, at its sole option, to refund the purchase prices therefor.
- (d.) Seller's warranty also includes certain "Buy-Out" products supplied by, but not manufactured by, Seller. These Buy-Out products are limited to those specified and selected by Seller. Any Buy-Out item provided by, or specified exclusively by Buyer, will not be covered under this warranty. In those instances, as an accommodation, Seller will pass on to Buyer whatever warranty Seller receives from its suppliers of such products, but only to the extent allowed by such supplier. Seller will make good faith efforts to resolve any warranty claims on the behalf of the Buyer, if the Buyer requests the Seller's assistance.
- (e.) If Buyer or any other person, without the prior written consent of Seller, repairs or modifies all or part of the Goods, or if the Goods are not stored, installed or used in accordance with Seller's instruction or standard industry practices, this warranty shall be void.

THESE ARE SELLER'S ONLY WARRANTIES. SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED.



# Certification of Standard, Proprietary or Original Equipment Manufacturer Item For Purchase Requisition No.

# 3-207 Procurement of Standard, Proprietary and Original Equipment Manufacturer Items

A contract may be awarded for supplies or services with limited competition when, under operational procedures, the chief purchasing officer or designee determines in writing that the supplies or services:

- (a) have been selected as a JEA standard in the course of a standards program or through the action of a standards committee (standard); or
- (b) must be a certain type, brand, make or manufacture (proprietary); or
- (c) must be obtained from the original equipment manufacturer or a distributor authorized by the original equipment manufacturer because of the criticality of the item or compatibility within the JEA system (original equipment manufacturer).

# Category

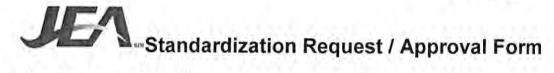
The	procurement item	is (check the appropriate descript	ion):
X	_ Standard	Proprietary	Original Equipment Manufacturer

# Certification

I the undersigned certify that the specific supplies, services or construction described in the above referenced purchase requisition are the only such supplies, services or construction that will fulfill the intended need for the following reasons: The Ametek Inverters, Battery Chargers, Remote Bypass Switches and bypass transformers have been chosen by the Brandy Branch Generating Station Standards Committee to be standardized on because an Ametek system is in service on ST4, N01 and N02 and have been reliable. It is ideal to have only one type of UPS System for all of the plants due to the benefit of having the operators and electricians only being required to understand one type of UPS system. It is considered to be cost effective to only require one set of spare parts for all four Generating Stations.

Signature of appointed employee initiating the purchase request

Date



To:

Standardization Committee

From: _	Blake Bobitt	Date:	9/2/2020
request	dance with the JEA Purchasi the following item(s)/parts/go d: (List applicable name, Com m, etc.)	ods/service or specifica	tions be approved as a
DESCR Control	IPTION: Ametek DPI Inverte UPS Systems.	ers and DCR Battery Ch	nargers Standard for CT
Please of X	ation for Standardization: check all that apply: The item requested must be of Manufacturer due to the critic equipment currently in ope The item requested is only av This item is the most cost effe evel of system availability & r The item purchase lead time/ operation. The item is used in large numl the item requested will provid at a lower life cycle cost. The item requested has bette	rality of the item or comparation or use within the railable from one source ective means to safely reliability delivery is critical for coopers throughout the JEA e documented long reliability and delive	patibility with existing e JEA system. naintain the highest ntinuous system A system. able service life
equipment type of U operators employed	necessary for the particular apportunity of them. Ametek guarantees to the critical personnel would like the personnel would like the personnel would like the personnel would like the system. Due to the critical standard electricians to use the sthat know how to operate the if we have a blackout. The	ne availability of parts o only be required to used in a part of the equipment of equipment, there is the equipment of this is the equipment and this is	nderstand how to operate on the nt and the limited time to tra- always a limited number of the system that will keep the
however Having m and more there is a contract v	the parts are obsolete and ar sultiple brands of spare parts, expensive than having one s high likelihood that a problen with no mobilization cost.	e not guaranteed to be for the same system in et of spare parts. If a ma	compatible after manufacture the storeroom is unnecessar intenance contract is initiated
Date _	9/3/2010		

# **Energy Generation**



# **Standards Committee**

# Meeting Minutes September 2, 2020 ~ 1:00am

**Purpose:** Standardization Request for Ametek DPI Inverters / Battery Chargers and Beckwith Digital Motor Bus Transfers Relay.

#### **Committee Members Present:**

Bryan Holmes David Biruk Philip Mauro

Jim Stancin Brian Wilds Hans Connell

Joe Pineda Kristin Anderson Jessica Dotson

Other Attendees:

Jose Dominguez Blake Bobitt

With a quorum established, Philipp Mauro called the meeting to order at 1:03 pm.

#### **Discussion:**

- 1. Blake Bobitt presents the request to standardize on Ametek DPI Inverters and DCR Battery Chargers. The biggest reason is the small amount of footprint spacing. Blake provides a presentation going over the layout of the transformers. Three quotes were provided from 3 manufactures, Amatek cost is close to the ABB option but is better in terms of functionality and safety. The third manufacturer's design would not fit in our application. Joe Pineda asked if the ABB option can be made with an external maintenance bypass switch, Blake Bobitt stated it could but it will not fit that way. Joe Pineda asked to confirm if Custom Power is out of business, which Blake Bobitt confirmed. David Biruk asked if we want these at all CT sites, which Blake Bobitt confirms. David Biruk states we need to change the wording on the standards form to reflect that. Jim Stancin motions for approval, Kristin Anderson seconds, all approved the motion at 1:27pm.
- 2. Jose Dominguez presents the Beckwith Digital Motor Bus Transfers Relay. David Biruk mentions that it is used in large numbers in the fleet. Joe Pineda asks if we looked at other relays, Jose Dominguez affirms and states the cost difference is negligible. Discussion about how long the Beckwiths have lasted on the equipment they are on. Jose states that some have been in-service since repowering, year 2000. Philip Mauro asks if we need them in stock. Agreement is that we do not need any in stock. Philip Mauro stated that this should not be considered an OEM item so we cannot use that as grounds for justification. The committee agreed that it does meet the terms of a large number in the fleet and is justifiable as a standard by that as well as the other reason mentioned on the Standardization Request Form. Joe Pineda made the initial motion to approve this as a standard followed by a second motion by Jim Stancin, all approved at 1:37pm.

With no further business, the Energy Generation Standards Committee Chairman adjourned the meeting at 1:45pm.

# **Distribution:**

NGS Standards Committee Members Other Attendees James R Kipp, Senior Director

# **Electric Production: Ametek DPI Inverters and DCR Battery Chargers Standard**

PREPARED FOR: JEA BBGS Standards Committee

PREPARED BY: Blake Bobitt

DATE: 8/31/2020

# 1.0 Background

Ametek inverters and battery chargers have proven to be the most reliable at SJRPP, NGS and at BBGS among the few types of systems that have been in place at all of the generation stations over the past couple of decades. Personnel that have to work on this equipment in the event of loss of power are seriously challenged due to the fact that they do not regularly work on the inverters or battery chargers, even during outages, due to the critical nature of the equipment. If there are several different types in inverters and battery chargers around the plant, the likelihood that someone can be called in that has experience with the same type of equipment is very low.

#### 2.0 Justification

<u>Availability</u> – Ametek is a nuclear certified company and that guarantees the availability of parts for the serviceable life of the equipment. Parts are also expensive to keep on hand. Having one set of spare parts for emergencies would reduce confusion, cost less and increase the likelihood that plant personnel can get the units back online without hiring a contractor to come in for emergency repairs.

<u>Familiarity</u> – Existing Ametek equipment is present and has been in use at the generation stations for an extended period of time (over 10 years). Plant personnel are familiar with Ametek products. It would benefit both operations and maintenance to have one type of system to be able to operate and maintain.

<u>Reliability</u> – Ametek are more efficient & reliable than the old & obsolete Custom Power. We have seen many operational and maintenance issues with these obsolete units.

<u>Safety</u> - Operations prefers to have the system set up to be transferred back to the normal source automatically. In the event of a system malfunction, it would benefit all stakeholders, for the Operator to have the same manual procedure for all UPS systems.

<u>Maintainability</u> - If a maintenance contract is initiated on any of the units, there is a high likelihood that a problem could be addressed on a unit that does not have the contract with no mobilization cost.

#### 3.0 Recommendations

Ametek DPI PWM Ametek DCR Battery Chargers



# Formal Bid and Award System

Award #11 November 19, 2020

Type of Award Request: CHANGE ORDER

**Requestor Name:** Owens, Katura E. - Mgr Technology Project Mgmt

**Requestor Phone:** (904) 665-4215

Project Title: Capital Asset Management Software (CAMS) Unifier Purchase, Implementation

and Training

Project Number: 8005780
Project Location: JEA
Funds: Capital

**Budget Estimate:** \$2,000,000.00 (\$235,579.57 current funds available)

Scope of Work:

This purchase is for a Capital Asset Management Software (CAMS) Implementation, and training to enable the efficient delivery of capital assets and support the Enterprise Asset Management (EAM) initiative. The capital asset project delivery groups currently rely on a system of spreadsheets, access databases, email, ad-hoc reports and a network drive to manage all aspects of project management and capital asset delivery at JEA. The information and business requirements to deliver even a small capital project are significant and not suited to management by email or spreadsheets. This solution accommodates current JEA work processes required to deliver capital projects.

JEA IFB/RFP/State/City/GSA#: 068-19

Purchasing Agent: Dambrose, Nick

**Is this a Ratification?:** No

#### **RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
ORACLE INC.	Cory Davis	Cory.davis@oracle.com	Redwood Shores CA	(425) 890 2168	\$189,510.00

Amount of the Original Award: \$954,488.00

Date of the Original Award: 09/12/2019

Change Order Amount: \$189,510.00

List of Previous Change Order Amendments

CPA#	Amount	Date
184453	\$210,715.00	11/21/2019

Length of Contract:Project CompletionNew Not to Exceed Amount:\$1,354,713.00End Date (mm/dd/yyyy):Project Completion

**JSEB Requirement:** None. JSEBs were reviewed and no opportunities are available.

#### **Background/Recommendations:**

Originally bid and approved by Awards Committee on 09/14/2019 in the amount of \$954,488.00 to Oracle, Inc. A change order request in the amount of \$210,715.00 was completed on 11/21/2019 for additional funds related to the one-time implementation and integrating of Oracle Unifier Capital Portfolio. A copy of the original award and previous change order is attached as backup.

This change order request is for additional scope and \$189,510.00 in additional funds for:

- 1. Staffing changes for information security compliance to minimize JEA's risk of compromised information security by requiring that all staffing be provided from within the US vs. the current staffing offshore.
- 2. JEA is requesting to add seven (7) integration interfaces because additional business requirements have been discovered since the original statement of work was awarded.
- 3. The addition of Oracle Managed Services Agreement (MSA) in support of the Project Integration Framework (PIF) that allows JEA internal resources to better learn the technology. The PIF skillset is currently unavailable to JEA. JEA's need for managed services was discovered during the project.

The cost of these three additions are offset by a combined credit in the amount of \$65,000.00 for travel related budgeted expenses for unused remote services. The costs for this change order request are detailed below:

Amendment	Original	Change	Variance
<ul> <li>Staffing Changes</li> <li>Original integration staff plan = blended resourcing</li> <li>Updated integration staff plan = all onshore resourcing</li> </ul>	\$190,715.00	\$249,448.60	\$58,733.60
Add seven (7) integration interfaces to existing scope of services     All onshore resourcing	\$0.00	\$161,444.40	\$161,444.40
3. Add Oracle Managed Services Agreement for integration interfaces (PIF) Year 1 to Scope of Service	\$0.00	\$34,332.00	\$34,332.00
4. Credit unused estimated expenses – Exhibit 1 Services being performed remotely	\$65,000.00	\$16,000.00	(\$49,000.00)
5. Credit unused estimated expenses – Exhibit 2 being performed remotely	\$20,000.00	\$4,000.00	(\$16,000,00)
Change Order Request Total	\$275,715.00	\$465,225.00	\$189,510.00

The professional services hourly rates for onshore resources to be utilized for the staffing changes and integrations are the same as the rates approved with the original award. JEA received both onshore and offshore rates originally. For comparison, the Project Integration Framework (PIF) MSA service agreement costs are less than JEA's current costs for similar services for Oracle Unifier. The new vendor quote is attached as backup.

Request approval to award a change order to Oracle, Inc. for Oracle CAMS Unifier project related to staffing changes, additional interfaces and Oracle managed services in the amount of \$189,510.00, for a new not-to-exceed amount of \$1,354,713.00, subject to the availability of lawfully appropriated funds.

Director:	Edgar, Cindy L Dir Eng Systems & PMO							
VP:	Datz, Stephen H Interim Chief Information Officer							
APPROVA	PROVALS:							
Chairman,	<b>Awards Committee</b>	Date						
Budget Rep	oresentative	Date						

# PMO Change Request Form

Project Name	CAMS (Unifier) Implementation	Change request #	01
Project Manager	K. E. Owens	Date Requested	14 Sep 20
Requestor	Laure Whitmer	Date Required	30 Sep 20

#### **Change Request Details**

This CO is in support of the following changes captured in Oracle US-9286588 Amendment 1.

Amendment	Orig	Change	Reference	Variance
<ul><li>1. Credit unused estimated expenses – Exhibit 1</li><li>Services being performed remotely</li></ul>	\$65,000.00	\$16,000.00	Exhibit 1	(\$49,000.00)
<ul> <li>2. Change integration staff plan @ Compliance Office direction</li> <li>Original integration staff plan = blended resourcing</li> <li>Updated integration staff plan = all onshore resourcing</li> </ul>	\$190,715.00	\$249,448.60	Exhibit 2	\$58,733.60
<ul> <li>3. Add seven (7) integration interfaces to scope of services</li> <li>Seventeen (17) total interfaces</li> <li>All onshore resourcing</li> </ul>	\$0.00	\$161,444.40	Exhibit 2	\$161,444.40
<ol> <li>Add Oracle Managed Services Agreement for integration interfaces (PIF) Year 1 to Scope of Service</li> </ol>	\$0.00	\$34,332.00	Exhibit 2	\$34,332.00
<ul> <li>5. Credit unused estimated expenses – Exhibit 2</li> <li>Services being performed remotely</li> </ul>	\$20,000.00	\$4,000.00	Exhibit 2	(\$16,000,00)
Oracle CO Total	\$275,715.00	\$465,225.00		\$189,510.00

#### **Impact Analysis**

- 1. Additional Integrations identified in order to satisfy business requirements as analyzed during the Analysis phase. (Increase from 10 identified during the bid/POC to 17 as a result of the activities leading to the conceptual business process designs). Increases development effort schedule/cost.
- 2. Change in Staffing Plan from the blended model originally negotiated to leveraging onshore resources only. Increase resource cost.
- 3. Addition of the PIF MSA for Year 1 support provides JEA technical support resources with an opportunity to ramp up on supporting/maintaining the PIF integrations.

Deliverables Description	Effort Hours	Date Required	Resource(s) Required
<ol> <li>Additional Integrations</li> <li>P6 to Schedule Sheet Integrations</li> <li>Create / Update Encumbrances</li> <li>Create / Update GL Budget</li> <li>Create / Update GL to Unifier GL Encumbrances</li> <li>Outbound Unifier Cloud to Oracle Primavera Cloud Create Projects 2</li> <li>Inbound Oracle Primavera Cloud to Unifier Create / Update Project Budget 3a</li> <li>Inbound EBS to Unifier Change Orders</li> </ol>	TBD	At Testing	Additional Onshore Resource
Decision			
Approved Approved with modifications	Rejected Deferred		
Justifications			
The Primavera Unifier SaaS provides a reporting shell, for we configuration of the solution in order to satisfy the requirement cost required to develop the additional integrations; accommon the PIF MSA.	nts of JEA.	This change of	order will add resources and
Approval:	Cia la Ed		
Julie Crawford, Director, Financial Planning & Analysis	Cindy Ed Director,		
Laure Whitmer			

Manager, Capital Budget Planning



# Formal Bid and Award System

Award #12 November 19, 2020

**Type of Award Request:** PROPRIETARY

**Request #:** 6449

**Requestor Name:** Christiansen, Sandra H. - Manager, ERP Systems

**Requestor Phone:** (904) 665-4563

**Project Title:** Oracle E-Business Suite (EBS), Oracle Databases, Middleware Maintenance and Support

**Project Number:** HEB0600

**Project Location:** JEA **Funds:** O&M

**Budget Estimate:** \$3,800,000.00

**Scope of Work:** 

This request is for a one (1) year proprietary award for all of Oracle's technical maintenance support services for Oracle's E-Business Suite (EBS), Middleware, and all Oracle databases software. Oracle's Customer Care and Billing (CC&B) utility billing software, which is used as the primary application throughout the company to record meter consumption, calculate usage, produce bills, receive payments and maintain customer relationship information has been migrated to the Oracle Customer to Meter (C2M) system and awarded separately. Oracle's EBS software is used for support of Oracle Apps and back-office processes including, but not limited to, Human Resources and Recruiting, Payroll and Benefits, Procurement (Accounts Payable, Purchasing, Inventory), Databases Software, Learning Management, Financials, Project Billing, and Cloud Management.

Oracle support is critical for software and hardware updates, troubleshooting, patches, as well as compliance and regulatory updates. A few of the specific ways JEA utilizes Oracle support include: searching for solutions, downloading patches and updates, accessing proactive support tools, and creating service requests.

JEA IFB/RFP/State/City/GSA#: SKY-309955
Purchasing Agent: Woyak, Nathan

Is this a Ratification?: NO RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
IAMERIC'A	Mavis Waters	mavis.waters@oracle.com	1910 Oracle Way Reston, VA 20190	(301) 641- 0727	\$2,895,506.84

Amount for entire term of Contract: \$2,895,506.84

Award Amount for the remainder this FY: \$2,895,506.84

Length of Contract/PO Term: One (1) Year

Begin Date (mm/dd/yyyy): 12/01/2020

End Date (mm/dd/yyyy): 11/30/2021

Renewal Options: NO

**JSEB Requirement:** JSEB opportunities were review and none were available

#### **Background/Recommendation:**

JEA began purchasing Oracle EBS licenses in the mid-1990s and Oracle CC&B licenses in 2007. The Awards Committee has approved maintenance and support of these proprietary licenses since the time of purchase with the current contract ending 11/30/2020. The ordering document quote, and previous awards are attached as backup.

This request is for a one (1) year proprietary award in the amount of \$2,895,506.84, which includes all the maintenance and support for the Oracle EBS, Oracle Databases and Middleware. An explanation of the total amount paid in FY19, FY20, and FY21 is shown below. The agreed upon rates have remained flat for the three (3) years prior to FY20, however the rates in FY20 will increase by 3.5% and by 4.5% in FY21 on like for like items. JEA was able to remove five (5) unused items in FY20 equating to a \$206,027.25 reduction in annual support costs.

JEA is awarding a short-term one (1) year contract but only committing quarterly with Oracle to continue negotiating a reduction in the projected increase during each quarterly payment for the remainder of the FY21 year, and to continue researching the removal of additional unused items. This is also being awarded on a short term one (1) year basis since JEA is assessing the current contract through a feasibility analysis to determine the best path forward.

Oracle Contract	Start Date	<b>End Date</b>	Total Amount
FY19/SKY-3099550	12/01/2018	11/30/2019	\$3,007,623.91
FY20/SKY-3099550	12/01/2019	11/30/2020	\$2,846,173.64
FY21/SKY-3099550	12/01/2020	11/30/2021	\$2,895,506.84

Procurement tracks two different types of savings. The total cost difference is comparing the current pricing with the proposed pricing (+/-). The total sourcing savings is determined by negotiations, BAFO savings and value added savings. Below is the result for this award:

Total cost difference: \$206,027.25

Request approval to award a one (1) year proprietary award to Oracle America Inc. for maintenance and support services for Oracle E-Business Suite (EBS), Oracle Databases and Middleware in the amount of \$2,895,506.84, subject to the availability of lawfully appropriated funds.

Director:	Van Den Heuvel, Sharoi	Van Den Heuvel, Sharon - Director, ERP Systems				
VP:	m Chief Information Officer					
APPROVALS	S:					
Chairman, Av	vards Committee	Date				
Budget Repre	sentative	Date				



10-Oct-20

Sandi Christiansen JEA JEA, T013 21 West Church Street, 13th Floor Jacksonville FL 32202 United States

#### Dear Sandi Christiansen

The technical support services provided under support service number SKY-3099550 will expire, or have expired, on 30-Nov-20. Please find attached an ordering document for the renewal of these technical support services. If applicable, the attached ordering document may include technical support services that you have requested to order that are in addition to the technical support services that you are renewing.

To prevent interruption to and/ or termination of technical support services, please complete your order for the renewal of technical support services, identified in the ordering document, by issuing a form of payment acceptable to Oracle in accordance with the Order Processing Details section of the ordering document on or before 1-Nov-20.

Have a question about your renewal? Call 301-641-0727 or email Oracle at mavis.waters@oracle.com.

Have a question regarding Auto Renew or the acceptance process on Oracle Store? Call 301-641-0727, Chat on <u>Store</u>, or <u>Request Assistance</u>.



#### **GENERAL INFORMATION**

OFFER EXPIRATION	I	ORACLE: Oracle America, Inc.			
Support Service Number:	SKY-3099550	Oracle Contact Info Mavis Waters	ormation:		
Offer Expires:	30-Nov-20	Telephone: 301-641-0727 Fax: Email: mavis.waters@oracle.com			
CUSTOMER: JEA					
CUSTOMER QUOTE TO		CUSTOMER BILL TO			
Account Contact:	Sandi Christiansen	Account Contact:	Accounts Payable		
Account Name:	JEA	Account Name:	JEA		
Address:	JEA, T013 21 West Church Street, 13th Floor Jacksonville FL 32202 United States	Address:	PO BOX 4910 JACKSONVILLE FL 32201 United States		
Telephone:	904 665-4563	Telephone:	-904-665-6460		
Fax:		Fax:			
E-mail:	chrish@jea.com	E-mail:	acctpaycustsrv@jea.com		

<sup>&</sup>quot;You" and "Your" as referenced in this ordering document refers to the Customer identified in the table above.

Oracle may provide certain notices about technical support services via e-mail. Accordingly, please verify and update the Customer Quote To and Customer Bill To information in the above table to help ensure that You receive such communications from Oracle. If changes are required to the Customer Quote To and Customer Bill To information, please e-mail or fax the updated information, with Your support service number SKY-3099550, to Your Oracle Support Sales Representative identified in the table above.

# **SERVICE DETAILS**

Program Techni	cal Support Services
Service Level:	Software Update License & Support

Gervice Level. Contware Optiate License & Support							
Product Description	CSI#	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Activity Management Gateway - Nonstandard User	3168816	1		FULL USE	1-Dec-20	30-Nov-21	24,622.97
Data Mart Suite - Nonstandard User	3168816	1	NONSTA NDARD USER	FULL USE	1-Dec-20	30-Nov-21	24,622.97
EDI Gateway - Computer	3168816	1		FULL USE	1-Dec-20	30-Nov-21	9,679.25
Express Server - Named User Multi Server	3168816	30		FULL USE	1-Dec-20	30-Nov-21	2,710.08
Financials Intelligence - Employee Perpetual	3168816	2450		FULL USE	1-Dec-20	30-Nov-21	20,917.87
HR Intelligence - Person Perpetual	3168816	2450		FULL USE	1-Dec-20	30-Nov-21	10,458.95
iReceivables - Invoice Line	3168816	100000		FULL USE	1-Dec-20	30-Nov-21	853.79
iSupplier Portal - Purchase Line Perpetual	3168816	60000		FULL USE	1-Dec-20	30-Nov-21	10,245.44
Learning Management - Trainee Perpetual	3168816	2450		FULL USE	1-Dec-20	30-Nov-21	12,550.73
Mobile Supply Chain Applications - Application User Perpetual	3168816	35		FULL USE	1-Dec-20	30-Nov-21	23,463.28
Oracle Advanced Benefits - Person Perpetual	3168816	2450		FULL USE	1-Dec-20	30-Nov-21	16,734.28
Oracle Discoverer Plus - Named User Multi Server	3168816	50		FULL USE	1-Dec-20	30-Nov-21	2,148.09
Oracle Financials & Sales Analyzers - Application User Perpetual	3168816	31		FULL USE	1-Dec-20	30-Nov-21	5,200.75
Oracle Financials - Application User Perpetual	3168816	200		FULL USE	1-Dec-20	30-Nov-21	39,875.66
Oracle Human Resources - Person Perpetual	3168816	2450		FULL USE	1-Dec-20	30-Nov-21	2,127.29
Oracle Internet Developer Suite - Named User Multi Server	3168816	17		FULL USE	1-Dec-20	30-Nov-21	14,499.89
Oracle Internet Expenses - Expense Report Perpetual	3168816	36000		FULL USE	1-Dec-20	30-Nov-21	30,736.42
Oracle iProcurement - Purchase Line Perpetual	3168816	60000		FULL USE	1-Dec-20	30-Nov-21	51,227.39
Oracle Programmer - Named User Multi Server	3168816	17		FULL USE	1-Dec-20	30-Nov-21	3,614.09

Program Techni	cal Support Services	
Service Level:	Software Update License & Support	

Product Description	CSI#	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Purchasing - Application User Perpetual	3168816	200		FULL USE	1-Dec-20	30-Nov-21	13,095.63
Oracle Warehouse Management - Application User Perpetual	3168816	35		FULL USE	1-Dec-20	30-Nov-21	54,799.50
Order Management - Order Line Perpetual	3168816	500000		FULL USE	1-Dec-20	30-Nov-21	8,871.44
Payroll - Person Perpetual	3168816	2450		FULL USE	1-Dec-20	30-Nov-21	3,051.53
Project Billing - Project Person	3168816	2450		FULL USE	1-Dec-20	30-Nov-21	73,212.47
Project Costing - Project Person	3168816	2450		FULL USE	1-Dec-20	30-Nov-21	15,560.49
Purchasing Intelligence - Purchase Line Perpetual	3168816	60000		FULL USE	1-Dec-20	30-Nov-21	30,736.42
Time Management - Person	3168816	2450		FULL USE	1-Dec-20	30-Nov-21	1,063.50

Program Technical Support Fees: USD 506,680.17

Program Techni	cal Support Services
Service Level:	Software Update License & Support

Product Description	CSI#	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Business Intelligence Suite Enterprise Edition Plus - Named User Plus Perpetual	19862240	20		LIMITED USE OTHER	1-Dec-20	30-Nov-21	1,620.52
Oracle Informatica PowerCenter and PowerConnect Adapters - Named User Plus Perpetual	19862240	20		LIMITED USE OTHER	1-Dec-20	30-Nov-21	559.08
Exadata Storage Server Software - Disk Drive Perpetual	19863946	18		FULL USE	1-Dec-20	30-Nov-21	0.00
Oracle Active Data Guard - Processor Perpetual	19863946	18		FULL USE	1-Dec-20	30-Nov-21	0.00
Oracle Cloud Management Pack for Oracle Database - Processor Perpetual	19863946	18		FULL USE	1-Dec-20	30-Nov-21	0.00
Oracle Database Lifecycle Management Pack - Processor Perpetual	19863946	18		LIMITED USE SPECIFIE D APP	1-Dec-20	30-Nov-21	0.00
Exadata Storage Server Software - Disk Drive Perpetual	19893465	18		FULL USE	1-Dec-20	30-Nov-21	0.00
Oracle Active Data Guard - Processor Perpetual	19893465	18		FULL USE	1-Dec-20	30-Nov-21	0.00
Oracle Cloud Management Pack for Oracle Database - Processor Perpetual	19893465	18		FULL USE	1-Dec-20	30-Nov-21	0.00

Program Techni	cal Support Services
Service Level:	Software Update License & Support

Product Description	CSI#	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Database Lifecycle Management Pack - Processor Perpetual	19893465	18		LIMITED USE SPECIFIE D APP	1-Dec-20	30-Nov-21	0.00
Exalogic Elastic Cloud Software - Processor Perpetual	19893467	48		FULL USE	1-Dec-20	30-Nov-21	0.00
Oracle Cloud Management Pack for Oracle Fusion Middleware - Processor Perpetual	19893467	48		FULL USE	1-Dec-20	30-Nov-21	0.00
Exalogic Elastic Cloud Software - Processor Perpetual	19893469	48		FULL USE	1-Dec-20	30-Nov-21	0.00
Oracle Cloud Management Pack for Oracle Fusion Middleware - Processor Perpetual	19893469	48		FULL USE	1-Dec-20	30-Nov-21	0.00
Exalogic Elastic Cloud Software - Processor Perpetual	19893471	48		FULL USE	1-Dec-20	30-Nov-21	97,227.32
Oracle Cloud Management Pack for Oracle Fusion Middleware - Processor Perpetual	19893471	48		FULL USE	1-Dec-20	30-Nov-21	72,920.43
Exadata Storage Server Software - Disk Drive Perpetual	19893473	36		FULL USE	1-Dec-20	30-Nov-21	48,613.66
Oracle Active Data Guard - Processor Perpetual	19893473	18		FULL USE	1-Dec-20	30-Nov-21	41,929.30
Oracle Cloud Management Pack for Oracle Database - Processor Perpetual	19893473	18		FULL USE	1-Dec-20	30-Nov-21	27,345.17
Oracle Database Lifecycle Management Pack - Processor Perpetual	19893473	18		LIMITED USE SPECIFIE D APP	1-Dec-20	30-Nov-21	30,991.21

Program Technical Support Fees: USD 321,206.69

Program Techni	cal Support Services	
Service Level:	Software Update License & Support	

Product Description	CSI#	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Configuration Management Pack for Oracle Database - Processor Perpetual	18072505	800		FULL USE	1-Dec-20	30-Nov-21	33,437.77
Oracle Business Intelligence Management Pack - Processor Perpetual	18072505	1		FULL USE	1-Dec-20	30-Nov-21	96.15
Oracle Business Intelligence Management Pack - Processor Perpetual	18072505	3		FULL USE	1-Dec-20	30-Nov-21	865.18

Page 5 of 18 Support Service Number: SKY-3099550

Program Techni	cal Support Services	
Service Level:	Software Update License & Support	

Product Description	CSI#	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Business Intelligence Suite Enterprise Edition Plus - Processor Perpetual	18072505	3		FULL USE	1-Dec-20	30-Nov-21	22,194.35
Oracle Business Intelligence Suite Enterprise Edition Plus - Processor Perpetual	18072505	1		FULL USE	1-Dec-20	30-Nov-21	2,466.07
Oracle Database Enterprise Edition - Processor Perpetual	18072505	800		FULL USE	1-Dec-20	30-Nov-21	322,961.52
Oracle Diagnostics Pack - Processor Perpetual	18072505	800		FULL USE	1-Dec-20	30-Nov-21	33,437.77
Oracle E-Business Suite Adapter - Processor Perpetual	18072505	660		FULL USE	1-Dec-20	30-Nov-21	96,551.60
Oracle Partitioning - Processor Perpetual	18072505	126		FULL USE	1-Dec-20	30-Nov-21	12,112.84
Oracle Real Application Clusters - Processor Perpetual	18072505	218		FULL USE	1-Dec-20	30-Nov-21	41,914.27
Oracle Service Registry - Processor Perpetual	18072505	384		FULL USE	1-Dec-20	30-Nov-21	147,661.31
Oracle SOA Management Pack Enterprise Edition - Processor Perpetual	18072505	516		FULL USE	1-Dec-20	30-Nov-21	107,836.88
Oracle SOA Suite for Oracle Middleware - Processor Perpetual	18072505	516		FULL USE	1-Dec-20	30-Nov-21	248,024.83
Oracle Tuning Pack - Processor Perpetual	18072505	800		FULL USE	1-Dec-20	30-Nov-21	33,437.77
Oracle WebLogic Server Management Pack Enterprise Edition - Processor Perpetual	18072505	660		FULL USE	1-Dec-20	30-Nov-21	66,206.94
Oracle WebLogic Suite - Processor Perpetual	18072505	660		FULL USE	1-Dec-20	30-Nov-21	248,275.63

Program Technical Support Fees: USD 1,417,480.88

Hardware Technical Support Services					
Service Level:	Oracle Premier Support for Systems				

Product Description Installed At: JEA - 11400 N. Lamar Blvd AUSTIN	Serial Number N TRAVIS TX 78753	CSI # United States	Qty	Start Date	End Date	Price
Exalogic Elastic Cloud X5-2: model family		19858615	1	1-Dec-20	30-Nov-21	0.00
Exalogic Elastic Cloud X5-2: model family	AK00283936	19858615	1	1-Dec-20	30-Nov-21	0.00
Exalogic Elastic Cloud X5-2 Eighth Rack		19858615	1	1-Dec-20	30-Nov-21	26,470.56
ASSY,DISK SHELF,STORAGE DE2-24C (20x 4TB, 4x 200GB)	1452NMT02E	19858615	1	1-Dec-20	30-Nov-21	0.00

Page 6 of 18 Support Service Number: SKY-3099550

Hardware Technical Support Services

Service Level: Oracle Premier Support for Systems

Product Description Serial Number CSI # Qty Start Date End Date Price

<b>Product Description</b>		Serial Number	CSI#	Qty	Start Date	End Date	Price
ASSY,ZS3-ES,256 CPU,Base	6GB,2x8C	1508NML006	19858615	1	1-Dec-20	30-Nov-21	0.00
ASSY,ZS3-ES,256 CPU,Base	6GB,2x8C	1508NML007	19858615	1	1-Dec-20	30-Nov-21	0.00
SUNDC Switch IB	NM2-GW,LF	AK00303521	19858615	1	1-Dec-20	30-Nov-21	0.00
SUNDC Switch IB	NM2-GW,LF	AK00283353	19858615	1	1-Dec-20	30-Nov-21	0.00
SWITCH,ENET,W S,CISCO CATALY FRONT COOLING	ST,BACK TO	CAT1846S04V	19858615	1	1-Dec-20	30-Nov-21	0.00
X5-2,1U EXALOGI NODE SERVER	IC COMPUTE	1504NM1002	19858615	1	1-Dec-20	30-Nov-21	0.00
X5-2,1U EXALOGI NODE SERVER	IC COMPUTE	1503NM10HB	19858615	1	1-Dec-20	30-Nov-21	0.00
X5-2,1U EXALOGI NODE SERVER	IC COMPUTE	1503NM10H9	19858615	1	1-Dec-20	30-Nov-21	0.00
X5-2,1U EXALOGI NODE SERVER	IC COMPUTE	1504NM100B	19858615	1	1-Dec-20	30-Nov-21	0.00
RACK 42U-1200 W/HE PAL		2047RTN-1506RB 0143	19858615	1	1-Dec-20	30-Nov-21	0.00
Installed At: JEA - 21 W. Church	Stroot Jacksonvil	lo Duvol El 22202 II	nited States				
mstanca At. JEA - 21 W. Ondion	Olicet Jacksonvii	10 Davai i L 32202 0	inica otatos				
Evalogic Flastic Cloud X5-2: m	odal family		10861077	1	1-Dec-20	30-Nov-21	0.00
Exalogic Elastic Cloud X5-2: m	-	VKUU383038	19861977	1	1-Dec-20	30-Nov-21	0.00
Exalogic Elastic Cloud X5-2: m Exalogic Elastic Cloud X5- family	-	AK00283938	19861977 19861977	1	1-Dec-20 1-Dec-20	30-Nov-21 30-Nov-21	0.00
Exalogic Elastic Cloud X5-	2: model	AK00283938					
Exalogic Elastic Cloud X5- family  Exalogic Elastic Cloud	2: model  X5-2 Eighth  F,STORAGE	AK00283938 1452NMT02C	19861977	1	1-Dec-20	30-Nov-21	0.00
Exalogic Elastic Cloud X5- family  Exalogic Elastic Cloud Rack  ASSY,DISK SHEL	2: model  X5-2 Eighth  F,STORAGE 3, 4x 200GB)		19861977 19861977	1	1-Dec-20 1-Dec-20	30-Nov-21 30-Nov-21	0.00 26,470.56
Exalogic Elastic Cloud X5- family  Exalogic Elastic Cloud Rack  ASSY,DISK SHEL DE2-24C (20x 4TE ASSY,ZS3-ES,256	2: model  X5-2 Eighth  F,STORAGE  3, 4x 200GB)  6GB,2x8C	1452NMT02C	19861977 19861977 19861977	1 1 1	1-Dec-20 1-Dec-20 1-Dec-20	30-Nov-21 30-Nov-21 30-Nov-21	0.00 26,470.56 0.00
Exalogic Elastic Cloud X5- family  Exalogic Elastic Cloud Rack  ASSY,DISK SHEL DE2-24C (20x 4TE ASSY,ZS3-ES,256 CPU,Base  ASSY,ZS3-ES,256	2: model  X5-2 Eighth  F,STORAGE B, 4x 200GB)  GGB,2x8C  GGB,2x8C	1452NMT02C 1507NML10F	19861977 19861977 19861977	1 1 1	1-Dec-20 1-Dec-20 1-Dec-20	30-Nov-21 30-Nov-21 30-Nov-21	0.00 26,470.56 0.00 0.00
Exalogic Elastic Cloud X5- family  Exalogic Elastic Cloud Rack  ASSY,DISK SHEL DE2-24C (20x 4TE ASSY,ZS3-ES,256 CPU,Base  ASSY,ZS3-ES,256 CPU,Base	2: model  X5-2 Eighth  F,STORAGE B, 4x 200GB)  GGB,2x8C  GGB,2x8C  NM2-GW,LF	1452NMT02C 1507NML10F 1509NML0LX	19861977 19861977 19861977 19861977	1 1 1 1	1-Dec-20 1-Dec-20 1-Dec-20 1-Dec-20	30-Nov-21 30-Nov-21 30-Nov-21 30-Nov-21	0.00 26,470.56 0.00 0.00
Exalogic Elastic Cloud X5- family  Exalogic Elastic Cloud Rack  ASSY,DISK SHEL DE2-24C (20x 4TE  ASSY,ZS3-ES,256 CPU,Base  ASSY,ZS3-ES,256 CPU,Base  SUNDC Switch IB	2: model  X5-2 Eighth  F,STORAGE B, 4x 200GB)  GGB,2x8C  NM2-GW,LF  NM2-GW,LF  S-C4948E-F- ST,BACK TO	1452NMT02C 1507NML10F 1509NML0LX AK00283352	19861977 19861977 19861977 19861977 19861977	1 1 1 1 1	1-Dec-20 1-Dec-20 1-Dec-20 1-Dec-20 1-Dec-20	30-Nov-21 30-Nov-21 30-Nov-21 30-Nov-21 30-Nov-21	0.00 26,470.56 0.00 0.00 0.00
Exalogic Elastic Cloud X5- family  Exalogic Elastic Cloud Rack  ASSY,DISK SHEL DE2-24C (20x 4TE ASSY,ZS3-ES,256 CPU,Base  ASSY,ZS3-ES,256 CPU,Base  SUNDC Switch IB SUNDC Switch IB SWITCH,ENET,W S,CISCO CATALY	2: model  X5-2 Eighth  F,STORAGE B, 4x 200GB)  GGB,2x8C  GGB,2x8C  NM2-GW,LF  NM2-GW,LF  S-C4948E-F- ST,BACK TO	1452NMT02C 1507NML10F 1509NML0LX AK00283352 AK00138015	19861977 19861977 19861977 19861977 19861977 19861977	1 1 1 1 1 1	1-Dec-20 1-Dec-20 1-Dec-20 1-Dec-20 1-Dec-20 1-Dec-20 1-Dec-20	30-Nov-21 30-Nov-21 30-Nov-21 30-Nov-21 30-Nov-21 30-Nov-21	0.00 26,470.56 0.00 0.00 0.00 0.00
Exalogic Elastic Cloud X5- family  Exalogic Elastic Cloud Rack  ASSY,DISK SHEL DE2-24C (20x 4TE ASSY,ZS3-ES,256 CPU,Base  ASSY,ZS3-ES,256 CPU,Base  SUNDC Switch IB SUNDC Switch IB SWITCH,ENET,W S,CISCO CATALY FRONT COOLING	2: model  X5-2 Eighth  F,STORAGE B, 4x 200GB)  GGB,2x8C  GGB,2x8C  NM2-GW,LF  NM2-GW,LF  S-C4948E-F- ST,BACK TO	1452NMT02C 1507NML10F 1509NML0LX AK00283352 AK00138015 CAT1849S2D1	19861977 19861977 19861977 19861977 19861977 19861977 19861977	1 1 1 1 1 1	1-Dec-20 1-Dec-20 1-Dec-20 1-Dec-20 1-Dec-20 1-Dec-20 1-Dec-20 1-Dec-20	30-Nov-21 30-Nov-21 30-Nov-21 30-Nov-21 30-Nov-21 30-Nov-21 30-Nov-21	0.00 26,470.56 0.00 0.00 0.00 0.00 0.00 0.00

Hardware Technical Support Services									
Service Level: Oracle Premier Su	pport for Systen	ns							
Product Description	Serial Number	CSI#	Qty	Start Date	End Date	Price			
X5-2,1U EXALOGIC COMPUTE NODE SERVER	1503NM10J3	19861977	1	1-Dec-20	30-Nov-21	0.00			
RACK 42U-1200 W/HEAVY DUTY PAL	2047RTN-1506RB 0120	19861977	1	1-Dec-20	30-Nov-21	0.00			
Installed At: JEA - 44 West Ashley St Jacksonvill	e DUVAL FL 32202 U	nited States							
Exadata Database Machine X5-2: model family		19861969	1	1-Dec-20	30-Nov-21	0.00			
Exadata Database Machine X5-2: model family	AK00284036	19861969	1	1-Dec-20	30-Nov-21	0.00			
Exadata Database Machine X5-2 HC Eighth Rack		19861969	1	1-Dec-20	30-Nov-21	23,294.13			
RACK 42U-1200 W/HEAVY DUTY PAL	2047RTN-1506RB 0045	19861969	1	1-Dec-20	30-Nov-21	0.00			
SUNDC SWITCH IB-36P MANAGED,LF	AK00282305	19861969	1	1-Dec-20	30-Nov-21	0.00			
SUNDC SWITCH IB-36P MANAGED,LF	AK00282304	19861969	1	1-Dec-20	30-Nov-21	0.00			
SWITCH,ENET,WS-C4948E-F- S,CISCO CATALYST,BACK TO FRONT COOLING	CAT1847S2WD	19861969	1	1-Dec-20	30-Nov-21	0.00			
X5-2,1U DATABASE SERVER,EXADATA X5	1509NM105A	19861969	1	1-Dec-20	30-Nov-21	0.00			
X5-2,1U DATABASE SERVER,EXADATA X5	1509NM105G	19861969	1	1-Dec-20	30-Nov-21	0.00			
X5-2L,2U,HIGH CAPACITY SERVER,EXADATA X5	1509NM70B8	19861969	1	1-Dec-20	30-Nov-21	0.00			
X5-2L,2U,HIGH CAPACITY SERVER,EXADATA X5	1509NM706N	19861969	1	1-Dec-20	30-Nov-21	0.00			
X5-2L,2U,HIGH CAPACITY SERVER,EXADATA X5	1509NM70H3	19861969	1	1-Dec-20	30-Nov-21	0.00			
Exadata Database Machine X5-2: model family		19861969	1	1-Dec-20	30-Nov-21	0.00			
Exadata Database Machine X5-2: model family	AK00284035	19861969	1	1-Dec-20	30-Nov-21	0.00			
Exadata Database Machine X5-2 HC Eighth Rack		19861969	1	1-Dec-20	30-Nov-21	23,294.13			
RACK 42U-1200 W/HEAVY DUTY PAL	2047RTN-1506RB 0127	19861969	1	1-Dec-20	30-Nov-21	0.00			
SUNDC SWITCH IB-36P MANAGED,LF	AK00283085	19861969	1	1-Dec-20	30-Nov-21	0.00			
SUNDC SWITCH IB-36P MANAGED,LF	AK00283086	19861969	1	1-Dec-20	30-Nov-21	0.00			

**Hardware Technical Support Services Oracle Premier Support for Systems** Service Level: CSI# **Product Description Serial Number** Qty Start Date **End Date** Price SWITCH.ENET.WS-C4948E-F-CAT1849S29Y 19861969 1 1-Dec-20 30-Nov-21 0.00 S,CISCO CATALYST,BACK TO FRONT COOLING X5-2,1U DATABASE 1509NM1052 19861969 1-Dec-20 30-Nov-21 0.00 SERVER, EXADATA X5 X5-2,1U DATABASE 1509NM105P 19861969 1-Dec-20 30-Nov-21 0.00 SERVER, EXADATA X5 X5-2L,2U,HIGH CAPACITY 1509NM70GC 19861969 1-Dec-20 30-Nov-21 0.00 SERVER, EXADATA X5 X5-2L,2U,HIGH CAPACITY 1509NM70KA 19861969 1-Dec-20 30-Nov-21 0.00 SERVER, EXADATA X5 X5-2L,2U,HIGH CAPACITY 1509NM70HD 19861969 1-Dec-20 30-Nov-21 0.00 SERVER, EXADATA X5 Exadata Database Machine X5-2 Eighth 19861969 1 1-Dec-20 30-Nov-21 8,470.59 Rack to Quarter Rack Storage Server Upgrade Dual rate transceiver: SFP+ SR. Support 1 19861976 4 1-Dec-20 30-Nov-21 426.86 Gb/sec and 10 Gb/sec dual rate Dual rate transceiver: SFP+ SR. Support 1 19861976 4 1-Dec-20 30-Nov-21 426.86 Gb/sec and 10 Gb/sec dual rate Optical splitter cable assembly: 50 meters, 19861976 4 1-Dec-20 30-Nov-21 540.41 MT ferrule terminated, 12-fiber to 4x2-fiber, multimode, MPO to 4 LC connectors Oracle Advanced Support Gateway Server 19861976 1-Dec-20 30-Nov-21 773.26 X4-2 ASSY, ORACLE X4-2 ADVANCED 1511NML18E 19861976 1-Dec-20 0.00 1 30-Nov-21 SUPPORT GATEWAY 1U SERVER Rack Jmpr Cbl, Straight, 2.0m, C14, 15A, C13 19861976 2 1-Dec-20 30-Nov-21 5.34 Exalogic Elastic Cloud X5-2: model family 19861977 1 1-Dec-20 30-Nov-21 0.00 Exalogic Elastic Cloud X5-2: model AK00283933 19861977 1-Dec-20 30-Nov-21 0.00 family Exalogic Elastic Cloud X5-2 Eighth 19861977 1-Dec-20 30-Nov-21 26,470.56 ASSY, DISK SHELF, STORAGE 1452NMT028 19861977 1-Dec-20 30-Nov-21 0.00 DE2-24C (20x 4TB, 4x 200GB)

Hardware Technical Support Services
Service Level: Oracle Premier Support for Systems

Product Description	Serial Number	CSI#	Qty	Start Date	End Date	Price
ASSY,ZS3-ES,256GB,2x8C CPU,Base	1507NML10J	19861977	1	1-Dec-20	30-Nov-21	0.00
ASSY,ZS3-ES,256GB,2x8C CPU,Base	1508NML00C	19861977	1	1-Dec-20	30-Nov-21	0.00
SUNDC Switch IB NM2-GW,LF	AK00163961	19861977	1	1-Dec-20	30-Nov-21	0.00
SWITCH,ENET,WS-C4948E-F- S,CISCO CATALYST,BACK TO FRONT COOLING	CAT1847S2YJ	19861977	1	1-Dec-20	30-Nov-21	0.00
X5-2,1U EXALOGIC COMPUTE NODE SERVER	1503NM10HR	19861977	1	1-Dec-20	30-Nov-21	0.00
X5-2,1U EXALOGIC COMPUTE NODE SERVER	1503NM10H3	19861977	1	1-Dec-20	30-Nov-21	0.00
X5-2,1U EXALOGIC COMPUTE NODE SERVER	1503NM10GR	19861977	1	1-Dec-20	30-Nov-21	0.00
X5-2,1U EXALOGIC COMPUTE NODE SERVER	1503NM10HW	19861977	1	1-Dec-20	30-Nov-21	0.00
RACK 42U-1200 W/HEAVY DUTY PAL	2047RTN-1506RB 0161	19861977	1	1-Dec-20	30-Nov-21	0.00
SUNDC Switch IB NM2-GW,LF	AK00260147	19861977	1	1-Dec-20	30-Nov-21	0.00
Installed At: JEA - 7720 Ramona Blvd, JACKSOI	NVILLE DUVAL FL 32	221 United Sta	ates			
Exadata Database Machine X5-2: model family		19858615	1	1-Dec-20	30-Nov-21	0.00
Exadata Database Machine X5-2: model family	AK00286272	19858615	1	1-Dec-20	30-Nov-21	0.00
Exadata Database Machine X5-2 HC Eighth Rack		19858615	1	1-Dec-20	30-Nov-21	23,293.95
RACK 42U-1200 W/HEAVY DUTY PAL	2047RTN-1507RB 0131	19858615	1	1-Dec-20	30-Nov-21	0.00
SUNDC SWITCH IB-36P MANAGED,LF	AK00286202	19858615	1	1-Dec-20	30-Nov-21	0.00
SUNDC SWITCH IB-36P MANAGED,LF	AK00286219	19858615	1	1-Dec-20	30-Nov-21	0.00
SWITCH,ENET,WS-C4948E-F- S,CISCO CATALYST,BACK TO FRONT COOLING	CAT1849S2D2	19858615	1	1-Dec-20	30-Nov-21	0.00
X5-2,1U DATABASE SERVER,EXADATA X5	1509NM1026	19858615	1	1-Dec-20	30-Nov-21	0.00
X5-2,1U DATABASE SERVER,EXADATA X5	1509NM1033	19858615	1	1-Dec-20	30-Nov-21	0.00
X5-2L,2U,HIGH CAPACITY SERVER,EXADATA X5	1509NM70C2	19858615	1	1-Dec-20	30-Nov-21	0.00
X5-2L,2U,HIGH CAPACITY SERVER,EXADATA X5	1509NM7099	19858615	1	1-Dec-20	30-Nov-21	0.00

Hardware Technical Support Service						
Service Level: Oracle Premier S	upport for Syste	ms				
Product Description	Serial Number	CSI#	Qty	Start Date	End Date	Price
X5-2L,2U,HIGH CAPACITY SERVER,EXADATA X5	1509NM70EA	19858615	1	1-Dec-20	30-Nov-21	0.00
Dual rate transceiver: SFP+ SR. Support 1 Gb/sec and 10 Gb/sec dual rate		19860362	4	1-Dec-20	30-Nov-21	426.86
Optical splitter cable assembly: 10 meters, MT ferrule terminated, 12-fiber to 4x2-fiber, multimode, MPO to 4 LC connectors		19860362	2	1-Dec-20	30-Nov-21	149.92
Oracle Advanced Support Gateway Server X4-2		19860362	1	1-Dec-20	30-Nov-21	773.26
ASSY,ORACLE X4-2 ADVANCED SUPPORT GATEWAY 1U SERVER	1511NML18F	19860362	1	1-Dec-20	30-Nov-21	0.00
Rack Jmpr Cbl,Straight,2.0m,C14,15A,C13		19860362	2	1-Dec-20	30-Nov-21	5.34

Hardware Technical Support Fees: USD 161,292.59

Service Level: Software Update License & Support							
Product Description	CSI#	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Application Management Pack for E-Business Suite - Named User Plus Perpetual	16251171	200		FULL USE	1-Dec-20	30-Nov-21	2,045.52
Application Management Pack for E-Business Suite - Processor Perpetual	16251171	16		FULL USE	1-Dec-20	30-Nov-21	8,182.07
Application Management Pack for E-Business Suite - Processor Perpetual	16251171	8		LIMITED USE SPECIFIE D APP	1-Dec-20	30-Nov-21	2,922.2
Oracle Internet Developer Suite - Named User Plus Perpetual	16251171	17		FULL USE	1-Dec-20	30-Nov-21	7,203.29
Primavera P6 Level 4 - Concurrent User Perpetual	16296069	2			1-Dec-20	30-Nov-21	1,231.32
Primavera P6 Enterprise Project Portfolio Management - Application User Perpetual	17597517	5		FULL USE	1-Dec-20	30-Nov-21	3,381.59
Oracle Active Data Guard - Processor Perpetual	19655669	48		FULL USE	1-Dec-20	30-Nov-21	43,482.1

Program Technical Support Fees: USD 68,448.07 Support Service Number: SKY-3099550

Page 11 of 18 Support Service Number: SKY-3099550

Program Technical Support Services				
Service Level:	Software Update License & Support			

Product Description	CSI#	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Forms and Reports - Named User Plus Perpetual	15810461	60		FULL USE	1-Dec-20	30-Nov-21	3,547.31
Oracle Enterprise Asset Management - Enterprise \$M in Operating Budget Perpetual	19657133	2500		FULL USE	1-Dec-20	30-Nov-21	44,191.15
Oracle Treasury - Application User Perpetual	19657133	10		FULL USE	1-Dec-20	30-Nov-21	18,145.98
Oracle API Catalog - Processor Perpetual	20158695	2		FULL USE	1-Dec-20	30-Nov-21	8,849.02
Oracle Identity Manager Connector - Microsoft Exchange - Connector Perpetual	20158695	1		FULL USE	1-Dec-20	30-Nov-21	5,815.06
Oracle Utilities Customer Care and Billing Integration to Oracle E-Business Suite Financials for General Ledger and Accounts Payable - Processor Perpetual	20158695	5		FULL USE	1-Dec-20	30-Nov-21	22,122.48

Program Technical Support Fees: USD 102,671.00

Program Techni	cal Support Services
Service Level:	Software Update License & Support

Product Description	CSI#	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle E-Business Suite UPK General Ledger (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	16023911	1		FULL USE	1-Dec-20	30-Nov-21	4,017.99
Oracle E-Business Suite UPK Human Resources (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	16023911	1		FULL USE	1-Dec-20	30-Nov-21	2,008.96
Oracle E-Business Suite UPK Internet Expenses (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	16023911	1		FULL USE	1-Dec-20	30-Nov-21	1,010.30
Oracle E-Business Suite UPK iProcurement (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	16023911	1		FULL USE	1-Dec-20	30-Nov-21	1,010.30

Program Technical Support Services				
Service Level:	Software Update License & Support			

Product Description	CSI#	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle E-Business Suite UPK iSupplier Portal (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	16023911	1		FULL USE	1-Dec-20	30-Nov-21	2,008.96
Oracle E-Business Suite UPK Payables (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	16023911	1		FULL USE	1-Dec-20	30-Nov-21	2,008.96
Oracle E-Business Suite UPK Payroll (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	16023911	1		FULL USE	1-Dec-20	30-Nov-21	2,008.96
Oracle E-Business Suite UPK Purchasing (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	16023911	1		FULL USE	1-Dec-20	30-Nov-21	4,017.99
Oracle E-Business Suite UPK Receivables (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	16023911	1		FULL USE	1-Dec-20	30-Nov-21	2,008.96
Oracle E-Business Suite UPK Self-Service Human Resources (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	16023911	1		FULL USE	1-Dec-20	30-Nov-21	2,008.96
Oracle E-Business Suite UPK Time and Labor (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	16023911	1		FULL USE	1-Dec-20	30-Nov-21	2,008.96
Oracle Learning Management - Enterprise Trainee Perpetual	16023911	2500		FULL USE	1-Dec-20	30-Nov-21	15,068.10
Oracle Purchasing - Application Read-Only User Perpetual	16023911	800		FULL USE	1-Dec-20	30-Nov-21	79,212.31
Oracle User Productivity Kit Standard - UPK Developer Perpetual	16023911	4		FULL USE	1-Dec-20	30-Nov-21	9,131.89
Oracle User Productivity Kit - UPK Employee Perpetual	16023911	2500		FULL USE	1-Dec-20	30-Nov-21	9,784.13

Program Technical Support Fees: USD 137,315.73

# Program Technical Support Services Service Level: Software Update License & Support

Product Description	CSI#	Qty	License Metric	License Level / Type	Start Date	End Date	Price
MicroFocus Net Express (Mfr is MicroFocus Third Party Program) - Developer Perpetual	15397396	10		FULL USE	1-Dec-20	30-Nov-21	12,410.18
MicroFocus Server Express (Mfr is MicroFocus Third Party Program) - Developer Perpetual	15397396	1		FULL USE	1-Dec-20	30-Nov-21	12,410.22

Program Technical Support Fees: USD 24,820.40

Program Techni	cal Support Services
Service Level:	Software Update License & Support

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Product Description	CSI#	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Analytics Server Administrator - Named User Plus Perpetual	3168816	5		FULL USE	1-Dec-20	30-Nov-21	2,192.53
Oracle Human Resources Analytics Fusion Edition - Enterprise Employee Perpetual	3168816	1900		FULL USE	1-Dec-20	30-Nov-21	20,256.94
Oracle Human Resources Analytics Fusion Edition - Enterprise Employee Perpetual	3168816	570		FULL USE	1-Dec-20	30-Nov-21	5,332.25
Oracle Informatica PowerCenter and PowerConnect Adapters - Processor Perpetual	3168816	4		FULL USE	1-Dec-20	30-Nov-21	7,651.43
Oracle Procurement Contracts for Oracle Purchasing - Application User Perpetual	3168816	10		FULL USE	1-Dec-20	30-Nov-21	4,865.52
Oracle Financial Analytics Fusion Edition - Enterprise \$M in Operating Budget Perpetual	18070427	270		FULL USE	1-Dec-20	30-Nov-21	23,230.34
Oracle Financial Analytics Fusion Edition - Enterprise \$M in Operating Budget Perpetual	18070427	81		FULL USE	1-Dec-20	30-Nov-21	5,592.86
Oracle Procurement and Spend Analytics Fusion Edition - Enterprise \$M in Operating Budget Perpetual	18070427	270		FULL USE	1-Dec-20	30-Nov-21	23,230.34
Oracle Procurement and Spend Analytics Fusion Edition - Enterprise \$M in Operating Budget Perpetual	18070427	81		FULL USE	1-Dec-20	30-Nov-21	5,592.86
Oracle Project Analytics - Enterprise \$M in Operating Budget Perpetual	18070427	270		FULL USE	1-Dec-20	30-Nov-21	23,230.34

Program Techni	cal Support Services
Service Level:	Software Update License & Support

Product Description	CSI#	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Project Analytics - Enterprise \$M in Operating Budget Perpetual	18070427	81		FULL USE	1-Dec-20	30-Nov-21	5,592.86
Oracle Supply Chain and Order Management Analytics Fusion Edition - Enterprise \$M in Operating Budget Perpetual	18070427	270		FULL USE	1-Dec-20	30-Nov-21	23,230.34
Oracle Supply Chain and Order Management Analytics Fusion Edition - Enterprise \$M in Operating Budget Perpetual	18070427	81		FULL USE	1-Dec-20	30-Nov-21	5,592.70

Program Technical Support Fees: USD 155,591.31

Total Price: USD 2,895,506.84

Plus applicable tax

### Please note the following:

- If You have questions regarding the Service Details section of this ordering document, or believe that corrections are required, please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- Please review Oracle's technical support policies, including the Lifetime Support Policy, before
  entering into this ordering document. Under Oracle's Lifetime Support Policy, the support level for
  an Oracle product, if applicable, may change during the term of the services purchased under this
  ordering document. If extended support is offered, an additional fee will be charged for such
  support if ordered. If You would like to purchase extended support please contact Your Oracle
  Support Sales Representative identified on the first page of this ordering document.
- If Oracle accepts Your order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this ordering document will be provided through the end date specified in the table for the applicable programs and/ or hardware ("Support Period").
- If any of the fields listed in the Service Details table above are blank, then such fields do not apply
  for the applicable programs and/or hardware for which You are purchasing technical support
  services.

#### **TECHNICAL SUPPORT SERVICES TERMS**

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, JEA represents that Customer has authorized JEA to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. JEA agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. JEA agrees to advise Customer of the terms of this ordering document as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this ordering document; and, b) any failure of JEA to make timely payment per the terms of this ordering document shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this ordering document.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which technical support has been paid, or for U.S. federal and public sector entities, the period for which services have been ordered. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies may be accessed at <a href="http://www.oracle.com/us/support/policies/index.html">http://www.oracle.com/us/support/policies/index.html</a>.

The technical support services acquired under this ordering document are governed by the terms and conditions of the SLSA-215070-18-MAY-95 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This ordering document incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this ordering document and the agreement, this ordering document shall take precedence.

Page 16 of 18 Support Service Number: SKY-3099550

#### ORDER PROCESSING DETAILS

Your order is subject to Oracle's acceptance. Your order is deemed to be placed when You provide Oracle with details for payment (e.g., Your purchase order, Your check, or a credit card confirmation for the order as detailed below) or an executed Oracle Financing contract. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement.

Please note that unless You are a U.S. federal government or public sector entity, if the pre-tax value of this ordering document is USD \$2,000 or less, the technical support services ordered (i) must be paid by credit card; or (ii) You must renew Your support via the Oracle Store. Please contact Your Oracle Support Sales Representative for details regarding renewing Your support via the Oracle Store.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle. If You are an U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed. You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If JEA is a tax exempt organization and is not an U.S. federal government entity, a copy of JEA's tax exemption certificate must be submitted with JEA's purchase order, credit card or other acceptable form of payment.

#### **PAYMENT DETAILS**

### **Purchase Order**

If You are submitting a purchase order for the payment of the renewal of the technical support services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: SKY-3099550

- Total Price: USD 2,895,506.84 (excluding applicable tax)

Local Tax, if applicable

In issuing a purchase order, JEA agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document will apply to the technical support services renewed under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.

### **Credit Card**

If You wish to use a credit card to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

#### Check

If the technical support services on this ordering document will be ordered and paid by check, the check must include the following information:

Page 17 of 18 Support Service Number: SKY-3099550

- Support Service Number: SKY-3099550

- Total Price: USD 2,895,506.84 (excluding applicable tax)

- Local Tax, if applicable

In issuing a check, JEA agrees that only the terms of this ordering document and the agreement shall apply to the technical support services ordered under this ordering document. No terms attached or submitted with the check shall apply.

Please mail check payments in accordance with the Remittance Details section below.

Checks for technical support services renewed under this renewal order should be sent to:

## AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc PO Box 44471 San Francisco, CA 94144-4471

## **All Other States:**

Oracle America, Inc PO Box 203448 Dallas, TX 75320-3448



## Formal Bid and Award System

Award #14 November 19, 2020

**Type of Award Request:** EMERGENCY

Requestor Name: Thomas, Paul M. - Mgr Safety & Health Services; Becker, Carl R. - Manager

Benefits Services

**Requestor Phone:** (904) 665-4225

**Project Title:** COVID-19 Return to Work Testing

Project Number: A0200
Project Location: JEA
Funds: O&M
Budget Estimate: N/A

**Scope of Work:** 

JEA requires two negative COVID-19 tests prior to allowing employees to return to work. This is in an effort to prevent ongoing dangerous conditions for employees. In April of 2020, a Purchase Order (P.O.) was issued to the Mayo Clinic in the amount of \$10,000.00 to perform testing, while JEA could gather requirements for a competitive bid. However, requirement gathering and the timeline on the street took longer than expected and the stop gap P.O. of \$10,000.00 was not enough to cover services.

This is an emergency request to increase the original \$10,000.00 amount by \$86,464.00 and to ratify the purchase to \$96,464.00 to accommodate additional testing.

JEA IFB/RFP/State/City/GSA#: N/A

**Purchasing Agent:** Selders, Elaine

**Is this a Ratification?:** YES

**If yes, explain:** This is a ratification due to pandemic/medical insurance billing uncertainties and delays in completing the competitive solicitation. The ratification amount is \$96,464.00.

## **RECOMMENDED AWARDEE(S):**

Name	Contact Name	Address	Phone	Amount
MAYO CLINIC	Lisa	4500 San Pablo Road S,	904-953-2000	\$86,464.00
FLORIDA	Nordan	Jacksonville Florida 32224	304-333-2000	\$60,404.00

Amount of Original Award:\$10,000.00Date of Original Award:04/01/2020Change Order Amount:\$86,464.00New Not-To-Exceed-Amount:\$96,464.00

**Length of Contract/PO Term:** Seven Months w/ No Renewals

**Begin Date (mm/dd/yyyy):** 04/01/2020 **End Date (mm/dd/yyyy):** 11/02/2020

**JSEB Requirement:** N/A - Emergency

#### **BIDDER:**

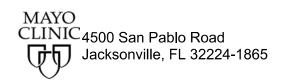
Name	Amount
MAYO CLINIC FLORIDA	\$96,464.00

## **Background/Recommendations:**

When employees were first diagnosed with COVID-19 their Health Insurance Plans were charged and the charge was classified as an initial diagnosis. JEA required two negative return to work tests. Because of the pandemic status and not having any precedent set Florida Blue began rejecting invoices for return to work testing. JEA initially issued a PO to the Mayo Clinic in the amount of \$10,000.00 to cover return to work testing while Procurement worked with the Employee Benefits and Safety teams to competitively bid this service out. In July, an informal solicitation was posted but was rescinded due to updated recommended testing protocol by the Florida Department of Health. The technical specifications were updated with the proper testing requirements and the RFP was re-posted. In the meantime, the Mayo Clinic Florida continued to complete return to work testing under the initial purchase order. The invoices were being sent to JEA but were not addressed to a specific contact, which resulted in the invoices not being processed in a timely manner. The new competitively bid contract has been awarded informally to the Mayo Clinic Florida and will be used to pay for testing services in the future. The emergency form and current outstanding invoice are attached as backup.

Request approval for an emergency change order to the Mayo Clinic Florida for COVID-19 Return to Work Testing in the amount of \$86,464.00, subject to the availability of lawfully appropriated funds.

Budget Repr	esentative	 Date					
Chairman, A	wards Committee	Date					
APPROVAL	S:						
Chief:	Emanuel, L. David (DCSI						
Director:	Maillis, Patricia L Director, Employee Services						
Manager:	Thomas, Paul M Mgr Sa Services	itety & Health Services; Becker, Carl R Mar	ager Benefit				



For questions email: MayoPASClients@mayo.edu or call: 1-844-217-9590, Mon-Fri from 8am - 5pm CST Quick Pay: Go to quickbillpay.mayoclinic.org Last Name: ZZ-JEA

Date	Guarantor ID	Amount Due
11/9/2020	700008306	\$96,464.00

## Please make checks payable and remit to:

JEA
Attn: Carl Becker
21 West Church Street
JACKSONVILLE FL 32202-3139

MAYO CLINIC PO BOX 790339 ST. LOUIS, MO 63179-0339

Scan to: 1051809763

## Dear JEA:

Thank you for choosing Mayo Clinic for your employee healthcare needs. We appreciate the opportunity to provide your healthcare needs and hope you are satisfied with the care your employees have received.

August 1, 2020, Outstanding balance \$4,205.00 September 1, 2020, Outstanding balance \$24,426.00 October 1, 2020, Outstanding balance \$50,777.00 November 1, 2020, Outstanding balance \$96,464.00

Balances not paid are rolled over into the following month. We have PO number 191140 for all testing performed prior to 11/2/20.

Please include Guarantor ID # 700008306 with any payment sent to above remit address.

If you have any questions or concerns, please contact Mayo Client Account Services by phone at 1-844-217-9590 or by email at MayoPASClients@mayo.edu.

Sincerely,

Mayo Client Account Services

Reference ID: 1056995498

When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account.

We welcome any questions you may have about your account and invite you to contact us by telephone, letter, or Patient Online Services secure messaging. We will make every attempt to answer your questions. If you feel your concerns have not been addressed, please contact us to allow us the opportunity to address your concerns. Or, you may contact the Minnesota Attorney General's Office, which can be reached at 651-296-3353 or toll free at 1-800-657-3787.

## If you Dispute this Debt:

Any communication which includes payments tendered as full payment on your disputed account must be mailed to:

Mayo Clinic Attn: Sandcastle PAS01 4500 San Pablo Road Jacksonville, FL 32224

FOR PAYMENT ONLINE WITH QUICKPAY
Go to quickbillpay.mayoclinic.org
Last Name: ZZ-JEA

## Certification of Emergency Procurement

For Purchase Requisition N	lo.

## 3-113 Emergency Procurements.

Notwithstanding any other provision of this Code, the Chief Procurement Officer or Designee may make or authorize Emergency Procurements when there exists an Emergency as defined in Section 1-113(1)(2), provided that such Emergency Procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the Emergency and for the selection of the particular Company shall be included in the Procurement file.

#### **COMMENTARY:**

- (1) This section authorizes the procurement of supplies, services, construction or real estate where the urgency of the need does not permit the delay involved in utilizing other methods of source selection.
- (2) While in a particular emergency an award may be made without any competition, the intent of this Code is to require as much competition as practicable in a given situation.

Basis of Emergency									
I the undersigned certify that the specific supplies, services, con	struction or real estate described in the above referenced								
purchase requisition must be procured on an emergency basis for the following reasons:									
a reasonably unforeseen breakdown in machinery;									
a threatened termination of an essential service; CB the development of a dangerous condition;									
CB the development of a dangerous condition; the development of a circumstance causing curtailment or di	minution of an assential services								
the opportunity to secure significant financial gain through i									
the development of a circumstance causing curtailment or di the opportunity to secure significant financial gain through i the opportunity to avoid significant financial loss through in									
	,								
Brief Description of Services/Supplies									
Outlette the Commence of the C									
<b>Solicitation Summary</b> (List all solicitations, quotations and indi-	,								
Emergency return to work testing needed for Covid-19 pandemic while s	ervices were being bid out.								
<b>Explanation of Basis of Selection</b> (Price, availability, deliv	very or specify other basis)								
Local, most reputable, with high efficacy with 24 hour turn around result									
Local, most reputable, with high efficacy with 24 hour turn around result	5.								
() (									
Carry	17 Nov 2020								
JEA Mgr, Benefit Services									
Signature of appointed employee certifying the emergency procurement  Date									
Signature of appointed employee certifying the emergency procurement	Date								
To be completed by the Procurement Department:									
10 oc completed by the 1 rocalement Department.									
Contract or Purchase Order Number:	Amount: \$ 86,464.00								
This Certification shall be attached the purchase requisition v	when routed for approval.								
•	• •								

ns Certification snail be attached the purchase requisition when routed for approval.

Approval of the purchase requisition shall constitute affirmation of this Certification.

This emergency procurement shall be reported to the JEA Board in accordance with

Section 1-113(2) of the JEA Purchasing Code



## Formal Bid and Award System

Award #15 November 19, 2020

**Type of Award Request:** SOLE SOURCE

**Requestor Name:** Newton-Green, Melanie - Associate Mgr Facilities Asset Support

**Requestor Phone:** 904-665-6913

**Project Title:** Non-JEA Electric Utilities

Project Number: 30801
Project Location: JEA
Funds: O&M

**Budget Estimate:** \$1,288,146.00

**Scope of Work:** 

This sole source request is for approval to purchase non-JEA electric utility services. JEA has facilities located outside of the JEA service territory. For example, JEA has lift stations located in Ponte Vedra which is outside of our electric service territory but is responsible for paying an electric bill to a different utility. The estimated FY21 for all non-JEA electric utilities is \$1,288,146.00. Request approval to award services to the following non-JEA Utilities for the following service providers whose FY21 charges are estimated to exceed \$10,000.00 in the amount of \$1,278,546.00.

JEA IFB/RFP/State/City/GSA#: N/A

**Purchasing Agent:** Selders, Elaine

Is this a ratification?:

## **RECOMMENDED AWARDEE(S):**

Name	Address	Phone	Amount
BEACHES ENERGY SERVICES	PO BOX 51389 JACKSONVILLE BCH, FL 32240-1389	904-247-6248	\$235,000.00
ICOOPERATIVE INC	PO BOX 308 KEYSTONE HEIGHTS, FL 32656-0308	904-473-4911	\$16,000.00
FLORIDA POWER & LIGHT CO	GENERAL MAIL FACILITY Miami, Miami-Dade, FL 33188- 0001	561-904-3468	\$672,546.00
ST JOHNS COUNTY UTILITY DEPARTMENT	PO BOX 1988 ST AUGUSTINE, FL 32085- 1988	904-209-0333	\$355,000.00

**Amount for entire term of Contract/PO:** \$1,278,546.00 **Award Amount for remainder of this FY:** \$1,278,546.00

**Length of Contract/PO Term:** One Year w/ No Renewals

**Begin Date (mm/dd/yyyy):** 10/01/2020 **End Date (mm/dd/yyyy):** 09/30/2021

**JSEB Requirement:** N/A – Sole Source

## **Background/Recommendations:**

JEA has lift stations located in various areas outside of our electric service territory. At these lift stations, JEA is responsible for paying an electric bill to various utilities companies. JEA has no plans to relocate facilities serviced by non-JEA utility providers and all of these providers are monopolies in their own territories. Shared Services recommends that we continue to utilize these services and pay the related bills, and as with all our consumption, to reduce usage when and where possible. The FY21 total budget for all non-JEA utilities is \$1,288,146.00. The table below includes all non-JEA utility payments including the estimated utility payments that are under \$10,000.00, which are not considered part of this sole source award. The requested service is an appropriate Sole Source Award because there is only one justifiable source for these services. The sole source form and the FY20 expenses are attached as backup.

Vendor	FY21 Approved Budget Amount
BEACHES ENERGY SERVICES	\$235,000.00.00
CITY OF ATLANTIC BEACH	\$1,000.00
CITY OF NEPTUNE BEACH	\$6,000.00
CLAY ELECTRIC COOPERATIVE INC.	\$16,000.00
FLORIDA POWER & LIGHT CO	\$672,546.00
NEIGHBORHOOD UTILITIES INC	\$1,600.00
ST JOHNS COUNTY UTILITY DEPARTMENT	\$355,000.00
TOWN OF ORANGE PARK	\$1,000.00
TOTAL	\$1,288,146.00

Request approval for a sole source award to Beaches Energy Services in the amount of \$235,000.00, Clay Electric Cooperative Inc. in the amount of \$16,000.00, Florida Power & Light Co. in the amount of \$672,546.00 and St. Johns County Utility Department in the amount of \$355,000.00 for electric utility services, for a not-to-exceed total of \$1,278,546.00, subject to the availability of lawfully appropriated funds.

<b>Manager:</b> Crane, Christopher T Manager, Facilities						
Chief:	McElroy, Ala	n D Interim Chief Supply Cl	hain Officer			
APPROVALS:						
Chairman, Award	s Committee	Date				
Budget Representa	ative	Date				

## Certification of Sole Source

## **3-111 Sole Source Procurements**

- (1) Conditions for Use. A Contract may be awarded for Supplies or Services as a Sole Source when, pursuant to the Operational Procedures, the Chief Procurement Officer or Designee determines that:
  - (a) there is only one justifiable source for the required Supplies or Services; or
  - (b) a service is a follow-up of Services that may only be done efficiently and effectively by the Company that rendered the initial Services to JEA, provided the initial procurement was competitive.

#### COMMENTARY:

This method of procurement involves no competition and should be utilized only when justified and necessary to serve JEA needs. This Code contemplates that the chief purchasing officer promulgate operational procedures that establish standards applicable to procurement needs that may warrant award on a sole source basis.

## Name of Contractor or Supplier

Beaches Energy Services - \$235,000.00 Clay County Cooperative - \$16,000.00 Florida Power and Light - \$672,546.00 St Johns County Utility - \$355,000.00

<u>Description of Services or Supplies</u> –Each of these suppliers are the sole source for providing electricity in their respective areas. JEA owns and operates business properties that fall within each of these suppliers' respective districts and therefore requires electricity to operate.

## Certification

I the undersigned certify that:

MNG there is only one justifiable source for the required supplies, services, construction or real estate; or this is a professional service which is a follow-up of services that may only be done efficiently and effectively by the firm that previously rendered the initial services to JEA

#### (Fill in with explanation)

This request is for approval to purchase non-JEA Utility services. JEA has facilities located outside of the JEA service territory. For example, JEA has lift stations located in Ponte Vedra which is outside of our electric service territory. At these lift stations; JEA is responsible for paying an electric bill and there is only one option in each area for supply.

Molanic Nowton Gron	11/16/20
Signature of Business Unit Manager	Date

11/16/2020
Date
Amount: \$1,278,546.00

This Certification shall be attached to the purchase order when routed for approval. This sole source procurement shall be reported to the JEA Board in accordance with Section 1-113(2) of the JEA Purchasing Code

## FY20 Actual non-JEA utilities by month and YOY expenses

Utility Company	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Total
BEACHES ENERGY SERVICES	\$16,485.68	\$20,462.41	\$20,121.17	\$20,022.69	\$18,723.63	\$17,734.79	\$15,118.22	\$15,682.27	\$19,938.81	\$20,561.17	\$21,939.50	\$22,316.44	\$229,106.78
CITY OF NEPTUNE BEACH	\$217.94	\$499.97	\$1,012.28	\$13.07	\$1,167.03	\$999.94	\$499.97		\$1,012.28	\$499.97	\$499.97	\$486.90	\$6,909.32
CLAY ELECTRIC	\$1,232.29	\$1,162.47	\$1,396.69	\$1,633.82	\$1,275.12	\$1,285.04	\$961.78	\$919.59	\$1,367.06	\$1,210.45	\$1,246.78	\$1,385.26	\$15,076.35
FLORIDA POWER & LIGHT	\$61,303.12	\$56,739.73	\$55,963.07	\$53,471.09	\$51,067.60	\$25,823.93	\$82,655.10	\$20,708.96	\$77,761.94	\$59,352.29	\$56,831.31	\$58,983.74	\$660,661.88
NEIGHBORHOOD UTILITIES	\$55.27	\$56.82	\$74.57	\$205.93	\$209.95			\$490.85	\$56.27	\$49.75	\$50.32	\$49.75	\$1,299.48
ST JOHNS COUNTY UTILITY DEPT	\$28,348.35	\$26,287.69	\$24,704.56	\$23,367.67		\$52,124.47	\$36,826.61	\$43,324.40	\$34,753.17	\$32,394.98	\$17,712.79	\$13,463.13	\$333,307.82
TOWN OF ORANGE PARK	\$24.32	\$23.60	\$23.96	\$23.96	\$23.96	\$23.96	\$27.94		\$23.96	\$48.64	\$23.96	\$23.96	\$292.22
Grand Total	\$107,666.97	\$105,232.69	\$103,296.30	\$98,738.23	\$72,467.29	\$97,992.13	\$136,089.62	\$81,126.07	\$134,913.49	\$114,117.25	\$98,304.63	\$96,709.18	\$1,246,653.85

FY	Total Utilities Spend	Total non-JEA utilities	Percentage of total Utilities	Non – JEA Increase/Decrease from previous year
FY19	15,109,013	1,353,757	8.96%	22.8 % increase over FY18
FY20	14,686,117	1,246,654	8.49%	8.0% decrease from FY19