

Welcome to the JEA Awards Meeting

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

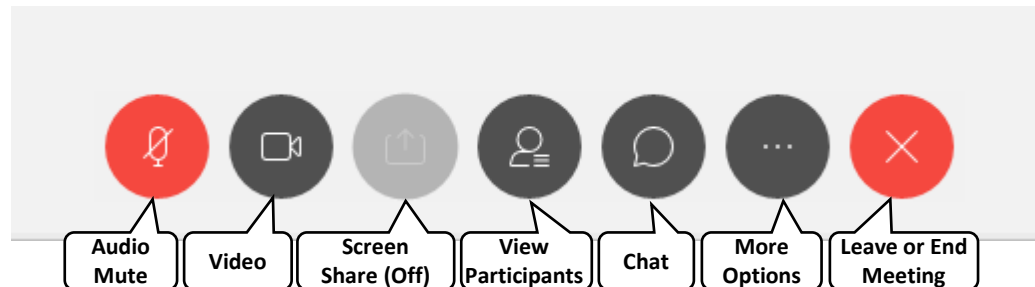
We will unmute your lines during the public comment time and provide opportunity for you to speak.

During the meeting, interested persons can also email **John Bustamante** at bustjc@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 **John Bustamante** by telephone at **(904) 665-4023** or by email at bustjc@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, September 15, 2022

TIME: 10:00 A.M.

PLACE: JEA, Customer Center, Bid Office, 1st Floor, 21 West Church Street, Jacksonville, FL32202
OR
WebEx/Teleconference
WebEx Meeting Number (access code): 2309 526 2709
WebEx Password: cQMmJPHA823

Public Comments:

Awards:

1. Approval of the minutes from the last meeting(09/08/2022)
2. Request approval to award a contract to Blue Cross and Blue Shield of Florida Inc for Medical ASO, Pharmacy Benefit Management Services, Stop Loss and Chronic Condition Management Services in the amount of \$31,974,077.00, subject to the availability of lawfully appropriated funds.
3. 1410373646– Request approval to award a contract to Kubra Data Transfer, LTD for Bill Print, Presentment, and Electronic Payments in the amount of \$32,430,837.23, subject to the availability of lawfully appropriated funds.
4. Request approval of a payment to Florida Department of Transportation for FDOT SR 115 - Soutel Drive to Nassau County Line project in the amount of \$328,815.07, subject to the availability of lawfully appropriated funds.
5. Request approval to award a single source contract with ProcureAbility to Material Planning Support in the amount of \$705,000.00, subject to the approval of lawfully appropriated funds.
6. 1410653046 – Request approval to award a contract to Kimley-Horn and Associates, Inc. for the Wastewater Capacity Management, Operations, and Maintenance Program study, in the amount of \$324,923.70, subject to the availability of lawfully appropriated funds.
7. Request approval to award a contract increase to Davis Tire Center, Inc. in the amount of \$402,111.52, for a new not-to-exceed amount of \$1,503,949.02 to provide Tire Maintenance and Repair Services, subject to the availability of lawfully appropriated funds.
8. Request approval to award payment to Florida Department of Transportation for I-95 and MLK Interchange Water Main Replacement and Sewer Rehabilitation project in the amount of \$1,861,064.96, 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.

09-15-2022 Awards Committee

	<u>Type of Award</u>	<u>Business Unit</u>	<u>Estimated/Budgeted Amount</u>	<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 09/08/2022 meeting.
2	PROPOSAL (RFP)	EMANUEL	\$33,161,010.00	\$31,974,077.00	BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.	One (1) Year w/Four (4) – 1 Yr. Renewals	<p><u>Medical ASO, Pharmacy Benefit Management Services, Stop Loss and Chronic Condition Management Services</u></p> <p>The purpose of this Request for Proposals (this “RFP”) is to evaluate and select one Medical Insurance Company or Third-Party Administrator (TPA) to be utilized for Medical Benefit Plans, Medical Administrative Services Only (ASO), Chronic Condition Management administrative services (to include network access) and Stop Loss coverage to the covered employees and retirees of JEA. Pharmacy Benefit Management (PBM) Services may be proposed by the Medical TPA/Carrier or by a Pharmacy Benefit Manager (PBM) on a stand-alone basis.</p> <p>The decision was made to proceed with the opening of the one proposal from Blue Cross and Blue Shield of Florida, Inc. for the Medical ASO, Stop Loss and Chronic Condition Management Services. While the preference would have been to have had more respondents, we are satisfied that the medical network, discounts, stop loss coverage and administration provided by Blue Cross Blue Shield remains the most competitive in this market. Gallagher’s Actuarial Consultant reviewed the proposal and conducted an analysis of the provider discounts. Based upon Gallagher’s recommendation and the approval by the Director of Employee Services it was determined to be in JEA’s best interest to award this contract to the incumbent, Blue Cross and Blue Shield. A copy of the actuarial summary is attached as back-up.</p> <p>This RFP had a PBM “Carve Out” option included for the administration of the pharmacy benefits. Three proposals, including the incumbent from Blue Cross Blue Shield, were received. Gallagher’s Pharmacy Consulting Practice team analyzed the PBM proposals and presented an extensive summary of the carriers’ side-by-side analysis to the JEA evaluation team. Utilizing Gallagher’s summary, each evaluator independently scored each proposal. Blue Cross and Blue Shield was deemed the highest evaluated as the most responsive and responsible proposer. The evaluation results and cost summary are attached as back-up.</p> <p>The incumbent provided a rate hold for the administration (ASO) of the Health Plan at \$45.36 per employee per month fee for the initial Plan</p>

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						<p>Year. This rate is guaranteed for three years, and the fee will increase to \$46.75 per employee per month for Plan Years 4 and 5. The ASO fees and Stop Loss Premiums total \$3,000,701.00 (based on current participation) of the total award amount of \$31,987,330.00.</p> <p>Request approval to award a contract to Blue Cross and Blue Shield of Florida Inc for Medical ASO, Pharmacy Benefit Management Services, Stop Loss and Chronic Condition Management Services in the amount of \$31,987,330.00, subject to the availability of lawfully appropriated funds.</p>
3	<p>REQUEST FOR PROPOSAL (RFP)</p> <p>6 RESPONSES</p>	PRESSLEY	\$33,500,000.00	\$32,430,837.23	<p>KUBRA DATA TRANSFER, LTD</p>	<p><u>JEA Customer Bill Print, Presentment, and Electronic Payments</u></p> <p>This request is for a vendor to perform both e-Payment and Bill Print & Presentment services which include electronic payment remittances via, web, IVR and mobile applications as well as bill print and presentment to JEA customers. JEA is currently handling these services with two separate vendors. This request combines these services under one vendor contract. A new scope to add Mobile Application Development has also been added.</p> <p>This award is for \$32,430,837.23 and for five (5) years from 10/01/2022 to 09/31/2027 for Bill Print, Presentment, and Electronic Payments provider services to handle JEA customer electronic payments as well as bill print and presentment to JEA customers. This award will change the current customer-based convenience fees to JEA based convenience fees on 10/01/2022 per a strategic decision by JEA. Note, the e-payments five-year convenience fee quantity estimates for all three customer types have increased 13-31% since the time of bidding due to increased usage over the last 12 months and expected increased usage as JEA assumes the fees. Also note the bill print services estimate has decreased from the bid amount due to at least a one (1) year delay of implementation and the availability of JEA technology implementation people resources. The requested bill print services include, but are not limited to designing, programming, printing, sorting, folding, inserting, sealing, validating, preparing, transporting and mailing. JEA will provide data files from the source billing system. The Company will be responsible for Coding Accuracy Support System (CASS), National Change of Address (from USPS) (NCOA) and group separation of bills based on criteria supplied by JEA. The Company will also provide electronic image storage of all bills, letters, and communications. This storage system and its interface will be made available to JEA for presentation to both its customers through JEA's website and to internal JEA users for a period of 72 months. This electronic storage system requires different levels of security and access dependent upon the user. Following competitive bidding JEA through due diligence added new mobile application development scope for a one-time \$200,000.00 setup fee and \$110,000.00 annual maintenance over five (5) years. Utilizing the mobile application</p>

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							<p>of the same provider for Payments / Bill Print & Presentment represent a significant cost and time savings for JEA. In addition to that JEA can leverage Kubra's PCI compliance as well as the ability to have a single source of data to ensure the same information is provided to the customers – unified messaging from our different apps (jea.com / JEA customer App).</p> <p>1410373646– Request approval to award a contract to Kubra Data Transfer, LTD for Bill Print, Presentment, and Electronic Payments in the amount of \$32,430,837.23, subject to the availability of lawfully appropriated funds.</p>
4	JOINT PROJECT	VU	\$328,815.07	\$328,815.07	FLORIDA DEPT OF TRANSPORTATION	Project Completion (Estimated: April 2026)	<p><u>FDOT FPID: 437320-1-56-01 SR 115 - Soutel Drive to Nassau County Line</u></p> <p>This is a request to advance funds to the Florida Department of Transportation (FDOT), in accordance with the JEA/FDOT Master Agreement. The FDOT Contractor will construct both force mains and water mains under the project. Force main construction includes approximately 750 linear feet of 8" PVC force main to replace the existing 16" ductile iron force main between Capper Road and Leonid Road including gate valves, fittings, connections to the existing force main. Water main construction includes approximately 1,000 feet of 16" PVC water main with gate valves, fittings, fire hydrants, and connections to existing water mains. The project also includes providing new 6" PVC laterals crossing Lem Turner at Tinsley Road and Carleon Road for future water main installation.</p> <p>JEA's force main and water main are within the FDOT's project footprint/right-of-way for roadway re-surfacing. This project will install and place out of service portions of the existing force main and water main within the project limits of the FDOT FPID 437320-1 SR 115 - Soutel Drive to Nassau county line.</p> <p>JEA's utility construction work will be included with FDOT's bid and constructed by FDOT's contractor via the terms of the existing JEA/FDOT Master Agreement. By doing so, roadway restoration costs will be minimized. Per the terms of the master agreement, JEA is required prepay FDOT at this time for the estimated cost of the work prior to FDOT bidding the project. If the bid pricing is below the estimate JEA will request a refund of the difference, and if the bid pricing is more than estimated JEA will pay the difference.</p>
5	SINGLE SOURCE	MCELROY	N/A	\$705,000.00	BLUE BURRO	Project Completion (Estimated March 2023)	<p><u>Material Planning Support</u></p> <p>JEA requests to award a Single Source contract to Blue Burro/ProcureAbility, for Material Planning gap analysis and support services. The company will provide advisory services to review current processes and procedures, then create a plan to close those gaps with clear</p>

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							<p>delineation of roles between procurement, inventory, and warehousing functions. They will also provide analytical support to build inventory models and planning tools to better account for lead times and demand for inventory control, and augment the team as needed to support staff.</p> <p>This request is to partner with Blue Burro/ProcureAbility as a single source to provide consulting services to assist with building a new organizational element under Inventory Control to identifying gaps, required skills and capabilities and create a plan to close those gaps, with clear delineation of roles between procurement, inventory and warehousing functions. Blue Burro/ProcureAbility has critical knowledge of the JEA procurement process and has worked with JEA extensively on process improvement. Their tribal knowledge allows them to step in and hit the ground running without delays, which is critical due to the immediate need driven by supply chain disruptions, to get the assessment completed in a timely manner. The summary and proposal have been attached as backup.</p> <p>Request approval to award a single source contract with ProcureAbility to Material Planning Support in the amount of \$705,000.00, subject to the approval of lawfully appropriated funds.</p>
6	PROPOSAL (RFP) 2 PROPOSALS	VU	\$325,000.00	\$324,923.70	KIMLEY-HORN AND ASSOCIATES, INC.	Project Completion (Expected: May 2023)	<p><u>JEA Wastewater Capacity Management, Operations, and Maintenance Program</u></p> <p>The goal of the assessment will be to identify activities and programs within the CMOM Program that are working well and provide recommendations where the utility can reach higher levels of care and/or documentation, especially as these relate to potential impacts on the St. Johns River to ensure JEA continues to be a steward to the environment.</p> <p>The goal of an effective CMOM Program is to reduce and potentially prevent Sanitary Sewer Overflows. An effective CMOM Program can achieve this goal through risk-based optimization of a utility's staff and material resources often resulting in a shift from a reactive operating context to a preventative one. Optimization leads to operational efficiencies that lower risk and increase cost savings. Key focus areas include total production, efficiency, quality, and effectiveness. Additionally, the CMOM Program framework improves documentation and communication between internal stakeholders as well as with the public and regulators, as appropriate.</p> <p>A not-to-exceed amount of \$324,823.70.</p>
7	CONTRACT INCREASE - RATIFICATION	MCELROY	\$402,111.52	\$402,111.52	DAVIS TIRE CENTER, INC.	06/04/2023	<p><u>JEA Tire Maintenance and Repair Services</u></p> <p>The purpose of this contract amendment is to increase the original award amount from the April 16, 2020, Awards Committee. The primary purpose of the original solicitation was to solicit pricing for JEA Tire</p>

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						<p>Maintenance and Repair Services. The services performed under this scope are for the purchase of new tires, preventative maintenance, corrective maintenance, yard checks, and road calls to support JEA operations.</p> <p>Originally bid and approved by the Awards Committee on 04/16/2020. The pricing structure of the solicitation and subsequent award is based on a percentage discount on tires found on FSA, GSA, and Sourcewell agreements, along with the services provided by the vendor being competitively bid and falling into pre-established fixed price jobs along with an established time and material for all extras not anticipated. The number of services was merely a projection and was anticipated to fluctuate depending on actual usage of the vehicle, future fleet purchases and retirements, the severity and frequency of repairs, the price of tires, along with fleet plans as part of JEA growth.</p> <p>This request is to increase the Davis Tire Center, Inc. contract by \$402,111.52 to cover projected expenditures through the remainder of the contract. The projected spend through contract term is based on the average spend over the past twenty-seven months of this contract. The increase is largely attributed to increased service calls and the increase in tire cost. The volume of requests for field service and after-hours calls exceeded the original estimated quantities by more than one hundred calls annually. In addition to the higher service call volumes, the cost of tires, which is tied directly to the Published Fleet/Government/Utilities Pricing Agreements, has increased by 27% over the past two years. It should be noted that Fleet Services concentrated focus on increasing the use of retreads, rather than replacing with new tires minimized the impact of these tire purchase price increases to JEA, but retreads are not a practical solution for all applications.</p> <p>Request approval to award a contract increase to Davis Tire Center, Inc. in the amount of \$402,111.52, for a new not-to-exceed amount of \$1,503,949.02 to provide Tire Maintenance and Repair Services, subject to the availability of lawfully appropriated funds.</p>
8	JOINT PROJECT	VU	1,861,064.96	1,861,064.96	FLORIDA DEPARTMENT OF TRANSPORTATION	<p><u>Interstate 95 and Martin Luther King, Jr. Parkway Interchange Water Main Replacement and Sewer Rehabilitation</u></p> <p>This is a request to advance funds to the Florida Department of Transportation (FDOT), in accordance with the JEA/FDOT Master Agreement.</p> <p>The FDOT contractor will modify the I-95 and MLK interchange with lane modifications and construction of a new bridge over MLK. The JEA work includes replacing deteriorating cast iron pipe water main with 2,196 LF of 20-inch ductile iron pipe and 170 LF of 6-inch ductile iron pipe by open cut construction, and 249 LF of 36-inch and 54 LF of 16-inch steel casing by auger bore construction.</p>

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							Additionally, the JEA work will include rehabilitation of two (2) manholes, temporary bypass pumping, and replacement of the CIPP lining of 443 LF of 24-inch vitrified clay (VC) sewer trunk main.
Total Award				\$68,026,829.48			

JEA AWARDS COMMITTEE
September 8, 2022 MEETING MINUTES

The JEA procurement Awards Committee met on September 8, 2022, in person with a WebEx option.

WebEx Meeting Number (access code): 2309 526 2709

WebEx Password: cQMmJPHA823

Members in attendance were Heather Beard for Jenny McCollum as Chief Procurement Officer, Stephen Datz as Chairperson (onsite), Sean Conner for Hai Vu as Vice Chairperson, Stephanie Nealy as Budget Representative, Rebecca Lavie as Office of General Counsel Representative; Gabor Acs for Ricky Erixton, Joe Orfano (onsite), and Laura Schepis (onsite). Unless otherwise indicated, all attendees were via WebEx.

Chair Datz called the meeting to order at 10:00 a.m., introduced the Awards Committee Members, and confirmed that there was an in-person quorum of the Committee membership present.

Awards:

1. Approval of the minutes from the last meeting (09/01/2022). Chair Datz verbally presented the Committee Members the proposed September 1, 2022 minutes as presented.

MOTION: Joe Orfano made a motion to approve the September 1, 2022 minutes (Award Item 1). The motion was seconded by Laura Schepis and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 2 – 4:

2. Request approval to award a piggyback contract to Dobbs Equipment LLC. for the purchase of John Deere Heavy Equipment for FY23 in the amount of \$1,908,435.00, subject to the availability of lawfully appropriated funds.

MOTION: Laura Schepis made a motion to approve Award Item 2 as presented in the committee packet. The motion was seconded by Sean Conner and approved unanimously by the Awards Committee (5-0).

3. Request approval to award a contract amendment to Hazen and Sawyer for additional engineering and services during construction for the Engineering Services for Nassau Regional Water Reclamation Facility projects in the amount of \$1,227,576.00, for a new not-to-exceed amount of \$14,149,427.00, subject to the availability of lawfully appropriated funds.

MOTION: Laura Schepis made a motion to approve Award Item 3 as presented in the committee packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

4. 1410784646 – Request approval to award a contract to ACF Standby Systems, LLC for the Purchase and Installation of Generators for JEA Lift Stations for a total not-to-exceed amount of \$3,443,540.00, subject to the availability of lawfully appropriated funds.

MOTION: Sean Conner made a motion to approve Award Item 4 as presented in the committee packet. The motion was seconded by Laura Schepis and approved unanimously by the Awards Committee (5-0).

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications:

No ratifications were presented to the Awards Committee

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair Datz adjourned the meeting at 10:08 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 September 15, 2022

Type of Award Request: PROPOSAL (RFP)
Request #: 505
Requestor Name: Becker, Carl R. - Manager Benefits Services
Requestor Phone: (904) 665-7985
Project Title: Medical ASO, Pharmacy Benefit Management Services, Stop Loss and Chronic Condition Management Services
Project Number: Self-Funded Medical Claims Pass Through
Project Location: JEA
Funds: Self-Funded Medical Claims Pass Through
Budget Estimate: \$33,161,010.00

Scope of Work:

The purpose of this Request for Proposals (this “RFP”) is to evaluate and select one Medical Insurance Company or Third-Party Administrator (TPA) to be utilized for Medical Benefit Plans, Medical Administrative Services Only (ASO), Chronic Condition Management administrative services (to include network access) and Stop Loss coverage to the covered employees and retirees of JEA. Pharmacy Benefit Management (PBM) Services may be proposed by the Medical TPA/Carrier or by a Pharmacy Benefit Manager (PBM) on a stand-alone basis. Proposals will be evaluated to determine if PBM services will be included with the Medical ASO contract or be provided separately as a “Carve out” benefit option. Either option will be covered by the same stop loss contract for the upcoming Plan Years.

JEA IFB/RFP/State/City/GSA#: 1410694646
Purchasing Agent: Selders, Elaine Lynn
Is this a ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Address	Phone	Amount
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.	4800 Deerwood Campus Parkway Jacksonville, FL 32246	(904) 905-8068	\$31,974,077.00

Amount for entire term of Contract/PO: \$31,974,077.00
Award Amount for remainder of this FY: \$0.00
Length of Contract/PO Term: One (1) Year w/Four (4) – 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 01/01/2023
End Date (mm/dd/yyyy): 12/31/2023
Renewal Options: YES – Four (4) – 1 Yr. Renewals
JSEB Requirement: N/A - Optional

BIDDERS:

Name	Annual Amount	Rank
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.	\$31,974,077.00	1

Background/Recommendations:

The RFP was advertised on 05/25/2022 to the carrier market. At proposal opening on 06/22/2022, JEA received one proposal from the incumbent for the Medical ASO, Stop Loss and Chronic Condition Management Services and three proposals for the PBM services. JEA utilized the expertise of Gallagher Benefit Services and Gallagher Pharmacy Consulting to administer and evaluate this RFP in compliance with JEA purchasing requirements.

The decision was made to proceed with the opening of the one proposal from Blue Cross and Blue Shield of Florida, Inc. for the Medical ASO, Stop Loss and Chronic Condition Management Services. While the preference would have been to have had more respondents, we are satisfied that the medical network, discounts, stop loss coverage and administration provided by Blue Cross Blue Shield remains the most competitive in this market. Gallagher’s Actuarial Consultant reviewed the proposal and conducted an analysis of the provider discounts. Based upon Gallagher’s recommendation and the approval by the Director of Employee Services it was determined to be in JEA’s best interest to award this contract to the incumbent, Blue Cross and Blue Shield. A copy of the actuarial summary is attached as back-up.

This RFP had a PBM “Carve Out” option included for the administration of the pharmacy benefits. Three proposals, including the incumbent from Blue Cross Blue Shield, were received. Gallagher’s Pharmacy Consulting Practice team analyzed the PBM proposals and presented an extensive summary of the carriers’ side-by-side analysis to the JEA evaluation team. Utilizing Gallagher’s summary, each evaluator independently scored each proposal. Evaluation criteria included (but were not limited to) the provider networks, benefit offerings, potential prescription disruptions, financial analysis and premium rate guarantees. Blue Cross and Blue Shield was deemed the highest evaluated as the most responsive and responsible proposer. The evaluation results and cost summary are attached as back-up.

Pharmacy Evaluation Results			
Name	Annual Amount	Rank	Score
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.	\$5,991,579.00	1	93.0
MAGELLAN RX MANAGEMENT LLC	\$6,392,579.00	2	84.0
OPTUMRX, INC	\$6,171,579.00	3	81.3

The incumbent provided a rate hold for the administration (ASO) of the Health Plan at \$45.36 per employee per month fee for the initial Plan Year. This rate is guaranteed for three years, and the fee will increase to \$46.75 per employee per month for Plan Years 4 and 5. The ASO fees and Stop Loss Premiums total \$3,000,701.00 (based on current participation) of the total award amount of \$31,974,077.00.

Request approval to award a contract to Blue Cross and Blue Shield of Florida Inc for Medical ASO, Pharmacy Benefit Management Services, Stop Loss and Chronic Condition Management Services in the amount of \$31,974,077.00, subject to the availability of lawfully appropriated funds.

- Manager:** Becker, Carl R. – Manager Benefits Services
- Director:** Maillis, Patricia L. – Dir Employee Services
- Chief:** Emanuel, L. David - Chief Human Resources Officer

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**

JEA 2022 Medical RFP
Summary of Actuarial Review of Cost and Discount Data

Background and Scope

Gallagher Healthcare Analytics, a division of Gallagher Benefit Services, was engaged to review the cost and discount data submitted by the vendors. JEA received only one medical proposal and that was from the incumbent, Florida Blue. JEA also received 3 pharmacy proposals, including one from the incumbent Florida Blue and additional proposals from Magellan and Optum Rx. As a rule, we find that when qualified vendors elect not to participate in a bid it is because they don't believe they can offer a competitive enough proposal to make it worth the effort of responding. It has been our experience that Florida Blue has a material advantage with respect to network medical discounts in Northeast Florida, and that is supported by the data they included in their current proposal. Because we only have one medical respondent, we focused our medical analysis on how the proposal compared to the current program to ensure that the RFP process has benefited JEA. As part of that analysis, we reviewed the discount information as well as proposed fixed costs and guarantees. For the pharmacy proposals, our pharmacy consulting practice evaluated the terms and financial guarantees and compared the expected costs to what would be expected under the current arrangement with Florida Blue.

Fixed Costs

The ASO fee proposed by Florida Blue is \$45.36 per employee per month ("PEPM") and that rate is guaranteed for 5 years. The \$45.36 fee matches what JEA is currently paying so the RFP has resulted in a 5-year extension at the current rate. Given the inflationary environment we are in we believe that is a favorable outcome for JEA.

Florida Blue provided 3 stop loss options, with specific deductibles of \$250,000 (the current level), \$275,000 and \$300,000. The proposed rates for the \$250,000 option represent an increase of just under 9%, or \$145,000, from the current rates. Also, there is no mention of any laser in the proposal so we believe the individual that is currently subject to an \$875,000 deductible would revert to a \$250,000 deductible in 2023, reducing JEA's potential liability by \$625,000. Stop loss rates trend at a higher rate than 1st dollar claims due to leveraging, and JEA, like most of our clients, has seen much higher increases over the last two years. Given all of that, we are pleased with the stop loss proposal and believe it is an improvement over what we would have expected in the absence of the RFP.

Florida Blue also offered to continue the existing \$100,000 annual wellness allowance.

Medical Discount Analysis

The RFP requested that the vendors provide average % discounts by type of medical service for each plan, and also asked for allowable reimbursement rates for a sample of physician codes. Florida Blue provided responses for its HMO and PPO networks.

The Florida Blue discounts as reported continue to be very competitive for the Northeast Florida market. Hospital discounts in particular are very strong, with average HMO discounts of over 70% in Duval County, with PPO discounts also in the mid to upper 60% range. Physician fees are generally compared to what Medicare allows, and based on the values provided the Florida Blue HMO is paying

JEA 2022 Medical RFP
Summary of Actuarial Review of Cost and Discount Data

approximately 110% of Medicare while the PPO is closer to 130%. Combined with the hospital discounts, we believe these discounts are the best in class in the Jacksonville area.

Because vendors are passing on the full benefit of their medical discounts to the plan, there really is no ability to obtain better discounts from a vendor as a result of the RFP process. The only exception would be considering a more restrictive network that would have better discounts, but that can also be done outside of an RFP.

Pharmacy Analysis

Unlike medical pricing, pharmacy benefit managers (“PBMs”) do not always pass on the full benefit of their discount and rebate arrangements. The PBM marketplace continues to change rapidly and we find there are material savings that can be obtained through the RFP process. Gallagher’s pharmacy consulting practice has prepared a separate analysis of the pharmacy proposals. Our standard approach to evaluating PBM proposals is to compare all vendors against the current deal, so the improvement in the pharmacy pricing is explicitly identified in our analysis. Florida Blue’s proposal has the most favorable financial terms. Our pharmacy practice projects total savings to JEA of \$700,000 in the first year of the revised proposal and total savings of \$3.4 million over 3 years under the Florida Blue proposal. The savings are driven by a combination of improved rebates, improved discounts, and lower fees. The comparable savings under Optum were \$350,000 in year 1 and \$1.6 million over 3 years and under Magellan were \$285,000 in year 1 and \$1.5 million over 3 years.

Summary

While we would have preferred to have more respondents, we are satisfied that Florida Blue remains the most competitive medical option for JEA and that their pharmacy proposal is also the most favorable. We believe the RFP has generated material savings, particularly on the pharmacy side. We believe the fixed costs are more competitive than JEA would likely have been offered absent the RFP, and there is no question that the pharmacy offering is a significant improvement over the current agreement. Florida Blue’s medical discounts remain the best in the area and based on their submission (and our other data sources) we are satisfied that the strong medical discounts are being preserved and even improved.

Pharmacy Benefit Management Services Evaluation Matrix - 1410694646

Vendor Rankings	P. Maillis	D. Emanuel	R. Caffey	Σ Rank	Rank
Florida Blue	1	1	1	3	1
OptumRX	2	2	2	6	3
Magellan	3	3	3	9	2

P. Maillis	Quotation of Rates (20 Points)	Premium Rate Guarantees (15 Points)	Pharmacy Network (10 Points)	Plan Design (15 Points)	Claims, Timing & Service (10 Points)	Competence & Representatives (10 Points)	Technology (10 Points)	Proximity (5 Points)	Financial Responsibility (5 Points)
Florida Blue	18	13	10	15	10	10	10	5	5
OptumRX	15	13	7	14	10	10	7	3	5
Magellan	13	13	7	13	10	10	5	5	5

D. Emanuel	Quotation of Rates (20 Points)	Premium Rate Guarantees (15 Points)	Pharmacy Network (10 Points)	Plan Design (15 Points)	Claims, Timing & Service (10 Points)	Competence & Representatives (10 Points)	Technology (10 Points)	Proximity (5 Points)	Financial Responsibility (5 Points)
Florida Blue	18	13	10	13	10	9	9	5	4
OptumRX	15	13	10	12	8	9	9	4	5
Magellan	13	13	10	11	8	9	9	4	5

R. Caffey	Quotation of Rates (20 Points)	Premium Rate Guarantees (15 Points)	Pharmacy Network (10 Points)	Plan Design (15 Points)	Claims, Timing & Service (10 Points)	Competence & Representatives (10 Points)	Technology (10 Points)	Proximity (5 Points)	Financial Responsibility (5 Points)
Florida Blue	18	13	10	15	9	10	8	4	5
OptumRX	15	13	8	11	9	10	8	4	5
Magellan	13	13	8	11	9	10	8	4	5

	Quotation of Rates (20 Points)	Premium Rate Guarantees (15 Points)	Pharmacy Network (10 Points)	Plan Design (15 Points)	Claims, Timing & Service (10 Points)	Competence & Representatives (10 Points)	Technology (10 Points)	Proximity (5 Points)	Financial Responsibility (5 Points)
Overall Averages									
Florida Blue	18.00	13.00	10.00	14.33	9.67	9.67	9.00	4.67	4.67
OptumRX	15.00	13.00	8.33	12.33	9.00	9.67	8.00	3.67	5.00
Magellan	13.00	13.00	8.33	11.67	9.00	9.67	7.33	4.33	5.00

JEA

Comparison of Projected Costs

	Current Program Forecast		2023 RFP	2023 \$ Change	2023 % Change
	2022	2023	Florida Blue		
Claims	\$29,830,666	\$32,596,981	\$31,805,048	\$1,974,382	6.6%
Rebates	(\$2,215,156)	(\$2,436,672)	(\$2,831,672)	(\$616,516)	27.8%
Fixed Costs	\$2,858,382	\$3,000,701	\$3,000,701	\$142,319	5.0%
Total Expense	\$30,473,892	\$33,161,010	\$31,974,077	\$1,500,186	4.9%

Claims are net of Member Cost Sharing

EXHIBIT 5

JEA RFP

Cost Roll Up 1

2023 Assumed Lives

2,281

Medical and Pharmacy Bids Combined - Medical Claims Based on UDS Output; Pharmacy Claims Based on Gallagher Analysis of Bids

	2022		Florida Blue/Prime		Florida Blue / Magellan		Florida Blue / Optum	
	PEPM	Annual	PEPM	Annual	PEPM	Annual	PEPM	Annual
ASO Fees (1)	\$45.36	\$1,242,274	\$45.36	\$1,241,594	\$45.36	\$1,241,594	\$45.36	\$1,241,594
Stop Loss Premiums	\$58.99	\$1,616,108	\$64.27	\$1,759,107	\$64.27	\$1,759,107	\$64.27	\$1,759,107
Incurred Medical Claims (2)	\$698.30	\$21,567,572	\$840.09	\$22,995,050	\$840.09	\$22,995,050	\$840.09	\$22,995,050
Gross Cost	\$892.37	\$24,425,954	\$949.72	\$25,995,751	\$949.72	\$25,995,751	\$949.72	\$25,995,751
Gross Pharmacy Cost	\$368.36	\$10,082,818	\$390.42	\$10,686,528	\$386.80	\$10,587,528	\$382.75	\$10,476,528
Less Member Copays	(\$66.48)	(\$1,819,723)	(\$68.56)	(\$1,876,530)	(\$68.56)	(\$1,876,530)	(\$68.56)	(\$1,876,530)
Rebates	(\$80.93)	(\$2,215,156)	(\$103.45)	(\$2,831,672)	(\$85.18)	(\$2,331,672)	(\$89.20)	(\$2,441,672)
Total Cost	\$1,113.32	\$30,473,892	\$1,168.13	\$31,974,077	\$1,182.78	\$32,375,077	\$1,174.71	\$32,154,077

(1) Florida Blue was the only medical bidder.
 (2) Claim projection based on Gallagher forecast



Formal Bid and Award System

Award #3 September 15, 2022

Type of Award Request: REQUEST FOR PROPOSAL (RFP)
Request #: 186
Requestor Name: Boatwright, Dan B. – Mgr Receivables & Collection Services and Delgado, Dalyn - Mgr Billing Support Services
Requestor Phone: (904) 665-8872
Project Title: JEA Customer Bill Print, Presentment, and Electronic Payments
Project Number: 8007957
Project Location: JEA
Funds: O&M & Capital (Mobile App Implementation first year support \$330K)
Award Estimate: \$33,500,000.00

Scope of Work:

This request is for a vendor to perform both e-Payment and Bill Print & Presentment services which include electronic payment remittances via, web, IVR and mobile applications as well as bill print and presentment to JEA customers. JEA is currently handling these services with two separate vendors. This request combines these services under one vendor contract. A new scope to add Mobile Application Development has also been added.

JEA is seeking an electronic payments Company to provide an omni-channel payment processing solution for our customers. It is JEA’s goal to remove friction associated with our customer’s payment choices – we want our customer to pay how they choose, when they choose. Currently, JEA customers have the ability to make electronic ACH, Credit and pinless-debit card payments via JEA.com (web) and Interactive Voice Response (IVR). JEA.com also currently features a Guestpay option and a “Recurring” credit / pin-less debit card payment option. JEA’s IVR system provides the customer access to the remittance system via telephone using our main customer support number at (904) 665-6000. JEA customers obtain access to the remittance system via a secured interface, with a customizable appearance online at JEA.com. In addition to IVR and JEA.com, there must be capabilities to feature mobile remittance options. JEA would like to provide our customers a mobile wallet and payment option, as well as emerging payment solutions such as Apple Pay, Google Pay, Amazon Pay, PayPal and Venmo. JEA currently uses a mobile web option, and does not have a JEA app. This being said, JEA wants our customers to have pay-by-text capability. If the Company features an app, we would like to know more about its capabilities. The Company must be able to accept credit card payments from all four major services including Visa, Mastercard, Discover and American Express.

JEA IFB/RFP/State/City/GSA#: 1410373646
Purchasing Agent: Dambrose, Nickolas C.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
KUBRA DATA TRANSFER, LTD	Jordan Khamra	Jordan.khamra@kubra.com	30 Knox Drive Piscataway, NJ 08854	414-308-7251	\$32,430,837.23

Amount for entire term of Contract/PO: \$32,430,837.23
Award Amount for remainder of this FY: \$0.00
Length of Contract/PO Term: Five (5) Years w/ One (1) - 1 Yr. Renewal
Begin Date (mm/dd/yyyy): 10/01/2022
End Date (mm/dd/yyyy): 09/30/2027
Renewal Options: One (1) - 1 Yr. Renewal
JSEB Requirement: N/A – No JSEBs identified.

Respondents:

Name	Rank	Score	Disqualification
KUBRA DATA TRANSFER, LTD.	1	121.98	No
DOXIM	2	111.88	No
ACI WORLDWIDE	3	101.07	No
FISERV SOLUTIONS, LLC	4	98.77	No
BILL2PAY, LLC	5	94.87	No
CSG SYSTEMS, INC.	N/A	N/A	Yes

Background/Recommendations:

Advertised 09/21/2021. Six (6) Companies attended the optional pre-response meeting held on 09/28/2021. At Response opening on 11/02/2021, JEA received six (6) Responses. The Responses were evaluated on price, past performance / company experience, processing center proximity, and design approach and work plan. Minimum qualification past performance references were also verified. CSG Systems, Inc. was disqualified due to failure to provide qualifying references. Kubra Data Transfer, LTD is deemed the highest ranking responsible and responsive Respondent. Kubra's Response was also reviewed and approved by JEA Information Security and JEA CIP compliance. Two e-payment options for credit card convenience fees were contemplated for this contract: 1) JEA paid credit card/check convenience fees and 2) customer paid credit card/check fees. At the time of solicitation, JEA included both options in its pricing evaluation. JEA later decided to proceed with JEA paid convenience fees and negotiated improved rates through 09/07/2022. Note, there was also a significant delay in awarding this contract due to JEA implementation project resources being occupied with the C2M project. A copy of the evaluation matrix summary and pricing response workbook is attached as back-up.

This award is for \$32,430,837.23 and for five (5) years from 10/01/2022 to 09/31/2027 for Bill Print, Presentment, and Electronic Payments provider services to handle JEA customer electronic payments as well as bill print and presentment to JEA customers. This award will change the current customer-based convenience fees to JEA based convenience fees on 10/01/2022 per a strategic decision by JEA. Note, the e-payments five-year convenience fee quantity estimates for all three customer types have increased 13-31% since the time of bidding due to increased usage over the last 12 months and expected increased usage as JEA assumes the fees. Also note the bill print services estimate has decreased from the bid amount due to at least a one (1) year delay of implementation and the availability of JEA technology implementation people resources. The requested bill print services include, but are not limited to designing, programming, printing, sorting, folding, inserting, sealing, validating, preparing, transporting and mailing. JEA will provide data files from the source billing system. The Company will be responsible for Coding Accuracy Support System (CASS), National Change of Address (from USPS) (NCOA) and group separation of bills based on criteria supplied by JEA. The Company will also provide electronic image storage of all bills, letters, and communications. This storage system and its interface will be made available to JEA for presentation to both its customers through JEA's website and to internal JEA users for a period of 72 months. This electronic storage system requires different levels of security and access dependent upon the user. Following competitive bidding JEA through due diligence added new mobile application development scope for a one-time \$200,000.00 setup fee and \$110,000.00 annual maintenance over five (5) years. Utilizing the mobile application of the same provider for Payments / Bill Print & Presentment represent a significant cost and time savings for JEA. In addition to that JEA can leverage Kubra's PCI compliance as well as the ability to have a single source of data to ensure the same information is provided to the customers – unified messaging from our different apps (jea.com /

JEA customer App). A high level description of services and fees are included in the table below and all of the details are attached as backup.

Bill Print Service Description	Quantity	Rate	5 year extended cost
One time Project Implementation and Licensing Fees	150 licenses	\$0.00	\$0.00
Maintenance and Support Years	4 years (post impl)	\$15,000.00	\$60,000.00
Printing and Mailing	various see backup	various see backup	\$2,337,584.48
Postage Cost	total 5 yr estimate	total 5 yr estimate	\$7,804,000.00
Image Storage	5,800,000	various see backup	\$51,040.00
Value Added Services (i.e. text messaging)	various see backup	various see backup	\$163,000.00
Total Bill Print			\$10,415,624.48
E-Payment Service Description	Quantity	Rate	5 year extended cost
One time Project Implementation and Licensing Fees	1	\$0.00	\$0.00
(JEA) Credit Card Convenience Fee (Residential)	10,175,660	\$1.25	\$12,719,575.00
(JEA) Credit Card Convenience Fee (Small Commercial)	183,545	\$6.95	\$1,275,637.75
(JEA) Credit Card Convenience Fee Commercial and Industrial(C&I)	72,700	\$100.00	\$7,270,000.00
Total E-Payment			\$21,265,212.75
Added New Scope Mobile App Development	Quantity	Rate	5 year extended cost
Professional Services Setup Fee	1	\$200,000.00	\$200,000.00
Annual License/Maintenance and Support Fee	5 years	\$110,000.00	\$550,000.00
Total Mobile App Development			\$750,000.00
Total Award Request			\$32,430,837.23

When compared to the current bill print & presentment rates section the new Kubra rates are thirty-four (34%) higher on like for like items. The unit prices for e-payment residential credit card fees are 43% less than current cost, see backup document for further details. The award amount also includes a one-time setup & implementation at no cost for both electronic payments and bill print & presentment. JEA negotiated the new JEA convenience e-payments rates with Kubra and was able to reduce the rates by 13% and achieve \$3,222,103.25 in savings over the five (5) year term. In comparison with other respondents following negotiation Kubra has the second lowest rates in both e-payments and bill print overall. A copy of the Response Workbook is attached as backup.

1410373646– Request approval to award a contract to Kubra Data Transfer, LTD for Bill Print, Presentment, and Electronic Payments in the amount of \$32,430,837.23, subject to the availability of lawfully appropriated funds.

Director: Jackson, Christopher A. – Dir Customer Revenue
Chief: Pressley, Sheila E. – Chief Customer Officer

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**

Section 1. Bill Print and Presentation

#	ITEM	ESTIMATED ANNUAL QUANTITIES	PRICE ADJUSTMENT STRUCTURE	UOM	Unit Price (rate)	ONE YEAR EXTENDED	NUMBER OF YEARS	EXTENDED PRICE
1.7	AD - HOC Cost for Bill Design Consultation and Changes (\$ / hour)	200	Firm Fixed	HOURLY	\$ 75.000	\$ 15,000.00	5	\$ 75,000.00
Printing & Mailing								
1.8	First Page (color logo, graphics and other text - Commercial & Residential, 1 page, two-sided)	3,300,000	See Solicitation Section 2.38 Price Adjustments	PAGE	\$ 0.052	\$ 171,600.00	5	\$ 858,000.00
1.9	Residential - Price for Each Additional Page (full color, 1 page - two sided)	3,000,000	See Solicitation Section 2.38 Price Adjustments	PAGE	\$ 0.036	\$ 108,000.00	5	\$ 540,000.00
1.10	Commercial - Price for Each Additional page (full color, commercial bills up any number of pages, two-sided)	300,000	See Solicitation Section 2.38 Price Adjustments	PAGE	\$ 0.036	\$ 10,800.00	5	\$ 54,000.00
1.11	Unit cost for Self Seal Postcard print - Notification for Cutoffs.	840,000	See Solicitation Section 2.38 Price Adjustments	POSTCARD	\$ 0.083	\$ 69,946.80	5	\$ 349,734.00
1.12	Unit cost for Letter print - 1 page (Generic Customer Service Letter to the Customer)	660,000	See Solicitation Section 2.38 Price Adjustments	PAGE	\$ 0.039	\$ 25,740.00	5	\$ 128,700.00
1.13	Unit cost for Insert printing (Buck Slip) - each page (print (Mailed bill)	3,300,000	See Solicitation Section 2.38 Price Adjustments	PAGE	\$ 0.020	\$ 65,448.90	5	\$ 327,244.50
1.14	Unit cost to insert Supplied INSERT (in mailing)	3,300,000	Firm Fixed	PAGE	\$ -	\$ -	5	\$ -
1.15	Unit cost to insert Printed INSERT (in mailing)	3,300,000	Firm Fixed	PAGE	\$ -	\$ -	5	\$ -
1.16	Unit cost for Large envelope (including printing) - external (JEA's Billing envelope) Dimensions - 4.1280 X 9.50 OSSS 11 WW 24#	3,880,000	See Solicitation Section 2.38 Price Adjustments	ENVELOP	\$ 0.019	\$ 72,299.92	5	\$ 361,499.60
1.16.a	Unit cost for envelope (including printing) Dimensions - 9.0 X 11.0	80,000	See Solicitation Section 2.38 Price Adjustments	ENVELOP	\$ 0.140	\$ 11,228.80	5	\$ 56,144.00
1.17	Unit cost for Large envelope - internal envelope (including printing), (Customer's use to remit payment) Dimensions - 3.6670 x 8.75 OSSS 10 1/4 WW 24 #, 3 - 5/8 REPLY	3,300,000	See Solicitation Section 2.38 Price Adjustments	ENVELOP	\$ 0.015	\$ 49,331.70	5	\$ 246,658.50
1.18	Postage - Annual budget (provided by JEA). JEA will pay postage as Pass-through with no Mark-up.	1	LOT	LOT	\$ 1,951,000.000	\$ 1,951,000.00	5	\$ 9,755,000.00
E-BILL								
1.19	Unit cost for Residential bill presentation (E-bill) (email)	2,500,000	Firm Fixed	EMAIL	\$ -	\$ -	5	\$ -
1.20	Unit cost for Commercial bill presentation (E-bill) (email)	144,000	Firm Fixed	EMAIL	\$ -	\$ -	5	\$ -
1.21	Unit cost for Customer Service Letter presentation - 1 page (email to customer present)	600,000	Firm Fixed	EMAIL	\$ -	\$ -	5	\$ -
1.22	Unit cost for eBill Notification	2,644,000	Firm Fixed	EMAIL	\$ -	\$ -	5	\$ -
1.23	Unit Cost of E-Bill Insert	2,644,000	Firm Fixed	EMAIL	\$ -	\$ -	5	\$ -
IMAGE STORAGE								
1.24	Unit cost for Bill Image storage (includes the creation and first two (2) years of storage in accordance with Technical Specifications	5,800,000	Firm Fixed	IMAGE	\$ 0.003	\$ 17,400.00	2	\$ 34,800.00
1.25	Unit cost of each additional year of storage (forecast is for five (5) years of image on rolling year for year basis)	5,800,000	Firm Fixed	IMAGE	\$ 0.001	\$ 5,800.00	5	\$ 29,000.00
VALUE ADDED SERVICES								
1.26	Setup & Implementation for SMS & Mobile Interface	1	Firm Fixed	One Time Fee regardless of number of years	\$ -		1	
1.27	SMS Text rate	500,000	Firm Fixed	Per Text	\$ 0.030		5	
1.28	Yearly hosting fee for Mobile Interface	5	Firm Fixed	Per Year	\$ -		5	
1.29	Electronic Check ACH Transactions w/ Funds Validation- (JEA.com payment, IVR payment and mobile fees, to be Paid by JEA) - (shall include Routing number DDA validation).	1,390,000	Firm Fixed	transaction	\$ 0.080		5	
1.30	Bank to Bank (Customers Bank to JEA Bank) (Paid by JEA) (OLB)	720,000	Firm Fixed	transaction	\$ 0.080		5	
1.31	ACCOUNT NUMBER DDA LEVEL VALIDATION	50	Firm Fixed	transaction	\$ 0.030		5	
1.32	Text Messaging - Company Hosted	800,000	Firm Fixed	Per Text	\$ 0.025	\$ 20,000.00	5	\$ 100,000.00
1.33	Text Messaging - Third Party Vendor	800,000	Firm Fixed	Per Text	\$ 0.025	\$ 20,000.00	5	\$ 100,000.00
1.34	Ad - Hoc Hourly Rate to be applied to any programming or other modifications per JEA's request	10	See Solicitation Section 2.38 Price Adjustments	Per Hour	\$ 75.00	\$ 750.00	5	\$ 3,750.00
Five (5) Year Bill Print and Presentation								\$ 13,019,530.60

Bill Print and Presentation Service Level Agreement

	Definition	Quality Criteria	Liquidated Damage
1.35	Acknowledgement Response time - the amount of time that it takes The Company's production support to respond back to JEA that they are aware that JEA brought a customer impacting issue to their attention. Business outage or significant customer impact that threatens current or future productivity. The Company's production support will respond within the timeline provided via Email or phone. Automated responses will not be satisfactory to meeting the initial response requirement.	Initial Company Acknowledgement Response Time <= 30 minutes	N/A - this is the expectation
1.36	Acknowledgement Response time - the amount of time that it takes The Company's production support to respond back to JEA that they are aware that JEA brought a customer impacting issue to their attention. Business outage or significant customer impact that threatens current or future productivity. The Company's production support will respond within the timeline provided via Email or phone. Automated responses will not be satisfactory to meeting the initial response requirement.	Initial Company Acknowledgement Response Time > 30 minutes	\$2500 penalty for EACH 30 - minute increment after the initial 30 minute response expectation, beginning at 00:30:01
	Definition	Quality Criteria	Liquidated Damage
1.37	If there is a late mailing or a late upload of electronic bill presentation and it is deemed to be delayed greater than 1 business day JEA shall be entitled to receive a credit equal to a percentage of the processing fees.	Delayed > 1 day	100%
1.38	If there is a late mailing or a late upload electronic bill presentation and it is deemed to be delayed greater than 2 business days JEA shall be entitled to receive a credit equal to a percentage of the processing fees.	Delayed > 2 days	100% and in addition the company shall pay \$2500 per day for each business day the full mailing is not delivered to the USPS after 2 Business days from approval.
1.39	If JEA receives a complaint of a bill/letter being defective or missing pages from a customer, JEA will be entitled to a credit.	Defective Bills/Letters Penalty	JEA will be entitled to a \$10.00 credit per complaint.

Section 2. ePayments

BID #	DESCRIPTION OF SERVICE OR DELIVERABLE	UNIT PRICE	UOM	ESTIMATED 1 YEAR QUANTITY	EXTENDED PRICE (D)
	*** See Technical Specification for Additional description for each Bid Item ***	A	B	C	D = A x C

Section 1. Bill Print and Presentment

#	ITEM	ESTIMATED ANNUAL QUANTITIES	PRICE ADJUSTMENT STRUCTURE	UOM	Unit Price (rate)	ONE YEAR EXTENDED	NUMBER OF YEARS	EXTENDED PRICE
2.1	Setup & Implementation (one-time fee - Paid by JEA).		Lump Sum	One Time Fee	\$ -			
2.2	Electronic Check ACH Transactions - (JEA.com payment, IVR payment and mobile fees, to be Paid by JEA)		Transaction	1,885,000	\$ -			
2.3	ACH Returns (Paid by JEA)		Transaction	30,000	\$ -			
2.4	Reports to JEA (Paid by JEA)		Month	12	\$ -			
2.5	Licensing Fees (150 users)		per license	150	\$ -			
2.6	Ad - Hoc Hourly Rate to be applied to any programming or other modifications per JEA's request		Per Hour	10	\$ -			
2.7	(JEA) Credit Card Convenience Fee (Residential) - This line item shall apply if the proposed solution requires JEA to pay for this fee. This item shall apply to residential card payment transactions that are typically under \$400. PayPal/PayPal Credit and Venmo payment fee is \$1.75/payment, if deployed.	\$ 1.25	per transaction	1,772,000	\$ 2,215,000.00			
2.8	(JEA) Credit Card Convenience Fee (Small Commercial) - This line item shall apply if the proposed solution requires JEA to pay for this fee. This item shall apply to small commercial card transactions that are typically between \$400.01 to \$1000. Applies to PayPal/PayPal Credit and Venmo payments, if deployed.	\$ 6.95	per transaction	29,000	\$ 201,550.00			
2.9	(JEA) Credit Card Convenience Fee Commercial and Industrial (C&I) - This line item shall apply if the proposed solution requires JEA to pay for this fee. This line item shall apply to large commercial and industrial card transactions that are typically between \$1,000 and \$10,000. The \$10,000 figure is used because it is the current CAP for a single card payment transaction. Applies to PayPal/PayPal Credit and Venmo payments, if deployed.	\$ 100.00	per transaction	10,000	\$ 1,000,000.00			
One Year Award Amount						\$ 3,416,550.00		
#	DESCRIPTION OF SERVICE OR DELIVERABLE	UNIT PRICE	UOM	ESTIMATED 1 YEAR QUANTITY	EXTENDED PRICE (D)			
	*** See Technical Specification for Additional description for each Bid Item ***	A	B	C	D = A x C			
2.7a	(Customer) Credit Card Convenience Fee (Residential) - This line item shall apply if the proposed solution requires customers to pay for this fee. This item shall apply to residential card payment transactions that are typically under \$400.	\$ 2.20	per transaction	1,772,000	\$ 3,898,400.00			
2.8a	(Customer) Credit Card Convenience Fee (Small Commercial) - This line item shall apply if the proposed solution requires customers to pay for this fee. This item shall apply to small-commercial card transactions that are typically between \$400.01 and \$1000.	\$ 7.95	per transaction	29,000	\$ 230,550.00			
2.9a	(Customer) Credit Card Convenience Fee Commercial and Industrial (C&I) - This line item shall apply if the proposed solution requires customers to pay for this fee. This line item shall apply to large commercial and industrial card transactions that are typically \$1,000 and \$10,000. The \$10,000 figure is used because it is the current CAP for a single card payment transaction.	\$ 16.95	per transaction	10,000	\$ 169,500.00			
Five Year ePayments SubTotal						\$ 17,082,750.00		

	Definition	Initial Response Time	Liquidated Damage
2.11	Acknowledgement Response time - the amount of time that it takes The Company's production support to respond back to JEA that they are aware that JEA brought a customer impacting issue to their attention. Business outage or significant customer impact that threatens current or future productivity. The Company's production support will respond within the timeline provided via Email or phone. Automated responses will not be satisfactory to meeting the initial response requirement.	Initial Company Acknowledgement Response Time <= 30 minutes	N/A - this is the expectation
2.12	Acknowledgement Response time - the amount of time that it takes The Company's production support to respond back to JEA that they are aware that JEA brought a customer impacting issue to their attention. Business outage or significant customer impact that threatens current or future productivity. The Company's production support will respond within the timeline provided via Email or phone. Automated responses will not be satisfactory to meeting the initial response requirement.	Initial Company Acknowledgement Response Time > 30 minutes	\$2500 penalty for EACH 30 - minute increment after the initial 30 minute response expectation,beginning at 00:30:01
2.13	Resolution time - the amount of time that passes between the Company production support's INITIAL acknowledgement of JEA's customer impacting issue to the time that the issue is corrected. Both the Company and JEA must acknowledge that JEA customers are no longer being impacted. Business outage or significant customer impact that threatens current or future productivity.	Resolution Time <= 3 Hours	The outage was due to the Company's failure in process or resources, negatively impacting the Company's ability to collect and pass JEA customer payment information as expected. The penalty will be \$2500 per standalone occurrence for a resolution time of no greater than 3 hours. Occurrence(s) to be noted on the monthly scorecard.
2.14	Resolution time - the amount of time that passes between the Company production support's INITIAL acknowledgement of JEA's customer impacting issue to the time that the issue is corrected. Both the Company and JEA must acknowledge that JEA customers are no longer being impacted. Business outage or significant customer impact that threatens current or future productivity.	Resolution Time > 3 Hours	The outage was due to the Company's failure in process or resources, negatively impacting the Company's ability to collect and pass JEA customer payment information as expected. The penalty will be an additional \$2500.00 .
2.15	Resolution time - the amount of time that passes between the Company production support's INITIAL acknowledgement of JEA's customer impacting issue to the time that the issue is corrected. Both the Company and JEA must acknowledge that JEA customers are no longer being impacted. Business outage or significant customer impact that threatens current or future productivity.	Resolution Time > 24 Hours	\$20,000 per 24 Hour Period
2.16	Total Bid Price		
			\$ 30,102,280.60



iMobile Proposal for JEA

September 8, 2022

KUBRA Proprietary

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Proposal Contact Information

ADDRESS: KUBRA
40 E Rio Salado Pkwy, Suite 535
Tempe, AZ 85281
www.kubra.com

PRIMARY CONTACT: Nathan Wiech
National Sales Executive

CELL: 414.255.5351

FAX: 905.624.2886

EMAIL: nathan.wiech@kubra.com

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iMobile Overview

KUBRA iMobile™ is a natively designed collection of software modules which allow us to deploy customer service applications to the iOS and Android mobile device platforms. The modules include account management, outage information (maps, alerts, and reporting), bill presentment, payment processing, energy usage monitoring, and more.

Because KUBRA iMobile is built as a modular solution, you can select the features you want to include in a mobile app, with the ability to add additional functions in the future. Our proposal will deploy agreed upon features for phase one, utilizing existing billing and payment interfaces provided by Kubra, and incorporating JEA/3rd interfaces for features not provided by Kubra. Please refer to the table below for reference. The features and interfaces listed below will be mutually refined during the Design phase of the project.

Phase	Category	Function	Provider	Communication	Provider
Phase 1/Initial Launch	Startup				
		Username/password fields	JEA	Web Service/API	Provided by JEA
		Forgot username/password prompts	JEA	Web Service/API	Provided by JEA
		Device-based authentication toggle (i.e. – FaceID)	Kubra	Native	
		Online account registration/customer validation with multifactor (same as jea.com)	JEA	Web Service/API	Provided by JEA
		Go to full jea.com (responsive site)			
		Main contact information (6000, 6250 phone links, social media icons)	JEA	Native	Provided by Kubra
		Terms of use/privacy policy	JEA	Native	Provided by Kubra
	Account				
		Update your information (edit billing address, email, password, phone numbers/types, username, password)	JEA	Form	Provided by JEA
		App settings (customized icon, view mode – light/dark/auto)	Kubra	Native	
	Bill				
		View bill (native and PDF)	Kubra	Web Service/API	Provided by Kubra

		Pay bill (ACH, credit card)	Kubra	Web Service/API	Provided by Kubra
		View payment history – tabular by date, method, status)	Kubra	Web Service/API	Provided by Kubra
		View bill and letter history (up to 24 months)	Kubra	Web Service/API	Provided by Kubra
		Manage e-Wallets (Apple Pay, Google Pay)	Kubra	Web Service/API	Provided by Kubra
		Billing and payment options	Kubra	Web Service/API	Provided by Kubra
		Program information	JEA	TBD	
		Optional enrollments			
		Electronic billing (eBill)	Kubra	Web Service/API	Provided by Kubra
		Automatic payments (AutoPay) – v1 bounce to jea.com	JEA	Web View	Kubra/JEA
		Levelized billing (MyBudget) – v1 bounce to jea.com	JEA	Web View	Kubra/JEA
		Neighbor to Neighbor – v1 bounce to jea.com	JEA	Web View	Kubra/JEA
		Utility Consumption Tracking	JEA	TBD	JEA
	Outages				
		View Electric Outage Map	Kubra	Web View	Provided by Kubra
		View Water Outages and Notices	JEA	TBD	Provided by JEA
		Outage FAQs	JEA	TBD	Provided by JEA
		Report/Track Electric Outage	Kubra	Web View	Provided by Kubra
		Report/Track Streetlight Outage	JEA	Web View	Provided by JEA
	Alerts				
		Configure alert types (native and-or third-party)	Kubra	Web Services/API	Provided by Kubra
		Configure alert methods (SMS, voice, email, push notifications)	Kubra	Web Services/API	Provided by Kubra
	Support				
		Residential Customer Center – address, map, phone, hours	JEA	Native	Kubra/JEA
		Commercial Customer Center – address, map, phone, hours	JEA	Native	Kubra/JEA

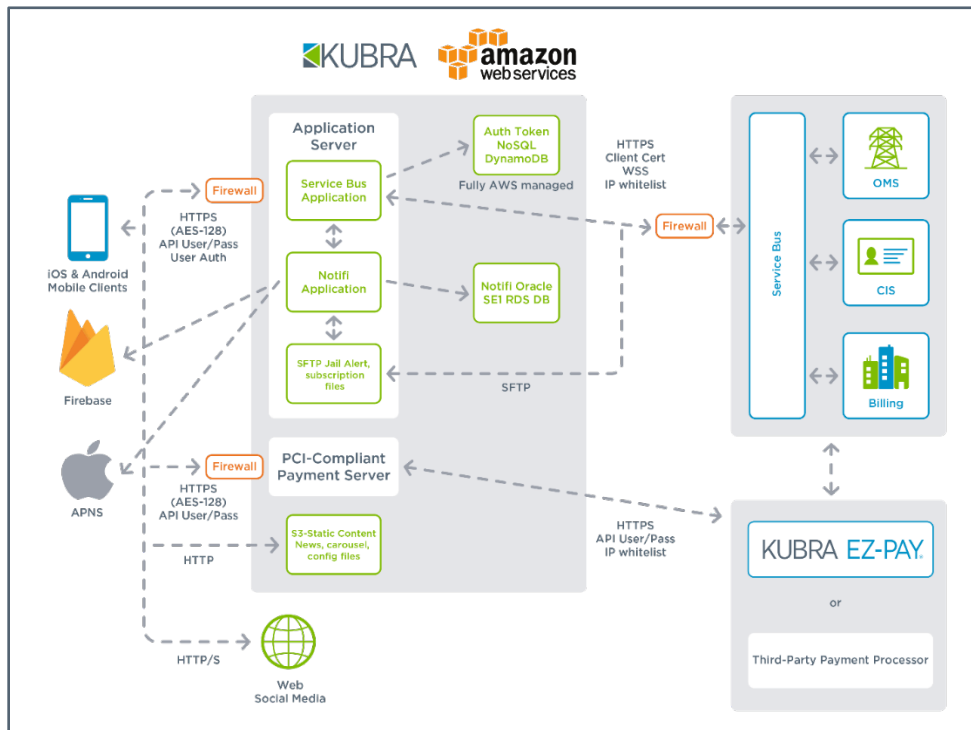
Subsequent enhancements/phases will be scoped through separate SOWs.

Architecture and Interfaces

KUBRA iMobile™ apps communicate with your back-end systems through EnergySuite Stitch™, our proprietary enterprise service bus. This allows us to control and route traffic as

necessary and allows additional layers of security to be introduced to both your systems and the client apps. EnergySuite Stitch manages all communication to and from customer mobile devices and your systems as well as other Kubra solutions.

The following diagram shows an overview of the connections between KUBRA iMobile apps and the rest of our technology ecosystem.



Pricing

Product Name	Professional Services Set Up Fee	Annual License/Maintenance and Support Fee
iMobile Core App: Support for Phase 1 MVP functionality providing native design (where applicable) for My Account including: <ul style="list-style-type: none"> • Start Up with biometric access • Account • Bill • Outage • Alerts • Support 	\$200,000	\$110,000

Pricing Notes:

- The Professional Services Set Up Fee is the cost to set up all that is needed from Kubra for the new Customer App, a onetime payment that will be broken down by deliverables associated with this implementation.
- The Annual License/Maintenance and Support Fee for each year is for the ability for JEA to use Kubra’s system to house the Customer App, Support of the App and Maintenance. The total will be \$550,000 for the 5 years duration of the contract
- Kubra is the current provider of payment processing, outage reporting, electric outage map and preferences for JEA and will be providing JEA with Bill Print and Electronic Archive Services. The native app will incorporate standard integrations from Kubra to support these services in the mobile app.
- JEA will manage 3rd parties for delivery of app features not provided by Kubra, including web services.
- Any future subsequent phases to add additional functionality to the KUBRA iMobile Native App will be scoped once the parties project teams meet to understand the use cases in more detail (i.e. user experience and data availability).

*iMobile Core includes the following features and capabilities:

- iMobile Core App for iOS and Android, configured for the specific client along with configuration of the underlying integration platform.
- All integration of iMobile Core integrations assume the use of standard KUBRA-provided web services formats, where available.
- Support for unlimited downloads / users of the App on each platform.
- iMobile Platform Premium Hosting and Operations
 - 99.9% availability SLA
- Premium Support, Hosting and Operations
 - 24x7 support with 1-hour response time
- Premium Fault Tolerance and Disaster Recovery Option
 - 8 hour RTO, 24 hour RPO

S.No	Question	Weightage	Scorer	Scores				
				KUBRA DATA TRANSFER LTD (JORDAN.KHAMRA@KUBRA.COM)	BILL2PAY, LLC (darren.mace@bill2pay.com)	FISERV SOLUTIONS LLC (robert.taylor@fiserv.com)	DOMIM (etanus@domim.com)	ACI Worldwide (matthew.edwards@aciworldwide.com)
Grand Total of Scores				121.98	94.87	98.77	111.88	101.07
Supplier Rank				1	5	4	2	3
1	(35) Quotation of Rates	35		27.65	29.4	29.75	35	26.95
1.2	Respondent shall respond to this inquiry by uploading a completed copy of Appendix B - Response Workbook	35		27.65 (\$54.18MM)	29.4 (\$51.16MM)	29.75 (\$50.37MM)	35 (\$43.26MM)	26.95 (\$55.86MM)
2	(5) Minimum Qualifications - Past Performance/Company Experience - 15 Points	25	Nick Dambrose	27.65	29.4	29.75	35	26.95
2.2	Reference 1	12.5		23.05	19.75	19.77	22.25	19.7
			Christopher Dalley	11.55	9.55	9.82	11.2	9.95
			Dalyn Delgado	12	10	9	11	8
			Dan Boatwright	11	7	10	7	7
			Gerald Butler	12.5	12.5	12.5	12.5	12.5
			Matt Strickland	11.25	11.25	10.63	11.5	11.25
2.5	Reference 2	12.5		11	10	10	11	11
			Christopher Dalley	11.5	10.2	9.95	11.05	9.75
			Dalyn Delgado	12	10	11	11	8
			Dan Boatwright	11	8	7	10	7
			Gerald Butler	12.25	12.5	12.5	12.5	12.5
			Matt Strickland	11.25	11.5	11.25	11.25	11.25
3	(5) Processing Center Proximity to JEA	5		11	9	9	10.5	10
3.1	Respondent shall provide the processing center location for processing bill printing and mailing origin. Using the USPS Originating Service Standards chart located at https://postalpro.usps.com/ppro-tools/service-standards-maps, JEA shall award 5 points for 3 day delivery, 3 points for 5 day delivery, and 0 points for delivery times greater than 5 days.	5		4	5	4	5	5
4	(5) Ability to Design an Approach and Workplan to Meet Project Requirements	35	Nick Dambrose	4	5	4	5	5
4.1	Describe your firm's approach in providing the services described in this RFP. Describe in detail how you will meet each section of the requirements listed in Appendix A - Technical Specifications, specific to JEA's needs. The following are examples of areas in the technical specification that JEA may use in evaluating Response submissions for this criteria: Demonstration of approach to managing Postal charges. JEA will look for the Company approach to volume aggregation, current pricing structure, potential savings approaches provided by the customer. The Response must identify the anticipated time required for delivery to addresses within the provided zip codes (see provided Zip Codes and mail volumes). Demonstration of knowledge in working with Oracle C2M systems. Demonstration of ability to provide range of services described in the technical specification in depth. Respondents should clearly provide information on how Postal discounts are optimized, as well as describe optional return mail services. In addition, the Respondent should describe its capabilities in the following areas: Ability to provide a daily Email notification of failed customer name, JEA account number, billing address and email address. Ability to create ad-hoc letter templates for one-time use. Ability to print bills and letters using different colors and graphics. Ability to migrate twenty-four (24) months of archived bills and letters into common database platforms. Ability to enter text or upload formatted text and graphics files. Any other value added services (reporting and metric capabilities) not required by JEA's Specification, however,	17.5		33.88	26.92	24.05	30.03	23.42
			Christopher Dalley	16.45	14.00	9.98	15.05	7.53
			Dalyn Delgado	17.50	4.03	5.08	11.03	1.93
			Dan Boatwright	16.45	16.29	15.58	16.45	16.45
			Gerald Butler	17.15	17.15	16.63	17.15	16.98
			Matt Strickland	16.98	14.00	11.03	15.93	12.95
4.2	Describe your firm's approach (free form) in providing the services described in this RFP. Describe in detail how you will meet each section of the requirements listed in Appendix A - Technical Specifications. Proposers that clearly address the Electronic Payment technical specification requirement for each section and demonstrate best in class business processes and innovations to the requirements will receive higher score(s). In addition, the Proposer shall describe its capabilities in the following areas: Capability to provide responsive design Spanish IVR and Web/Recurring Credit card Processing/Process for handling fund availability validation for electronic payments in Real Time (Customer Bank's information)/Process for placing a hold on the funds after real time validation of customer's fund availability for electronic payments/Any other value added service not required by JEA's Specification, however, included in Proposal.	17.5		16.98	13.83	12.39	14.91	12.25
			Christopher Dalley	16.98	15.58	13.48	14.00	11.03
			Dalyn Delgado	17.50	5.95	5.08	11.03	1.93
			Dan Boatwright	16.45	16.45	15.93	16.45	16.45
			Gerald Butler	16.98	17.15	16.45	17.15	16.80
			Matt Strickland	16.98	14.00	11.03	15.93	15.05
5	Vendor Presentations	35		33.40	13.80	21.20	19.60	26.00
4.2	Describe your firm's approach (free form) in providing the services described in this RFP. Describe in detail how you will meet each section of the requirements listed in Appendix A - Technical Specifications. Proposers that clearly address the Electronic Payment technical specification requirement for each section and demonstrate best in class business processes and innovations to the requirements will receive higher score(s). In addition, the Proposer shall describe its capabilities in the following areas: Capability to provide responsive design Spanish IVR and Web/Recurring Credit card Processing/Process for handling fund availability validation for electronic payments in Real Time (Customer Bank's information)/Process for placing a hold on the funds after real time validation of customer's fund availability for electronic payments/Any other value added service not required by JEA's Specification, however, included in Proposal.	35		33.40	13.80	21.20	19.60	26.00
			Christopher Dalley	33.00	7.00	18.00	11.00	30.00
			Dalyn Delgado	35.00	3.00	15.00	18.00	5.00
			Dan Boatwright	33.00	21.00	24.00	20.00	32.00
			Gerald Butler	31.00	18.00	30.00	22.00	30.00
			Matt Strickland	35.00	20.00	23.00	27.00	33.00

KUBRA DATA TRANSFER LTD (JORDAN.KHAMRA@KUBRA.COM) BILL2PAY, LLC (darren.mace@bill2pay.com)

FISERV SOLUTIONS LLC (robert.taylor@fiserv.com)

DOMIM (etanus@domim.com)

ACI Worldwide (matthew.edwards@aciworldwide.com)

Section 1. Bill Print and Presentation

#	ITEM	ESTIMATED ANNUAL QUANTITIES	PRICE ADJUSTMENT STRUCTURE	UOM	Unit Price (rate)	ONE YEAR EXTENDED	NUMBER OF YEARS	EXTENDED PRICE
1.7	AD - HOC Cost for Bill Design Consultation and Changes (\$ / hour)	200	Firm Fixed	HOURLY	\$ 75.000	\$ 15,000.00	5	\$ 75,000.00
Printing & Mailing								
1.8	First Page (color logo, graphics and other text - Commercial & Residential, 1 page, two-sided)	3,300,000	See Solicitation Section 2.38 Price Adjustments	PAGE	\$ 0.052	\$ 171,600.00	5	\$ 858,000.00
1.9	Residential - Price for Each Additional Page (full color, 1 page - two sided)	3,000,000	See Solicitation Section 2.38 Price Adjustments	PAGE	\$ 0.036	\$ 108,000.00	5	\$ 540,000.00
1.10	Commercial - Price for Each Additional page (full color, commercial bills up any number of pages, two-sided)	300,000	See Solicitation Section 2.38 Price Adjustments	PAGE	\$ 0.036	\$ 10,800.00	5	\$ 54,000.00
1.11	Unit cost for Self Seal Postcard print - Notification for Cutoffs.	840,000	See Solicitation Section 2.38 Price Adjustments	POSTCARD	\$ 0.083	\$ 69,946.80	5	\$ 349,734.00
1.12	Unit cost for Letter print - 1 page (Generic Customer Service Letter to the Customer)	660,000	See Solicitation Section 2.38 Price Adjustments	PAGE	\$ 0.039	\$ 25,740.00	5	\$ 128,700.00
1.13	Unit cost for Insert printing (Buck Slip) - each page (print Mailed bill)	3,300,000	See Solicitation Section 2.38 Price Adjustments	PAGE	\$ 0.020	\$ 65,448.90	5	\$ 327,244.50
1.14	Unit cost to insert Supplied INSERT (in mailing)	3,300,000	Firm Fixed	PAGE	\$ -	\$ -	5	\$ -
1.15	Unit cost to insert Printed INSERT (in mailing)	3,300,000	Firm Fixed	PAGE	\$ -	\$ -	5	\$ -
1.16	Unit cost for Large envelope (including printing) - external (JEA's Billing envelop) Dimensions - 4.1280 X 9.50 OSSS 11 WW 24#	3,880,000	See Solicitation Section 2.38 Price Adjustments	ENVELOP	\$ 0.019	\$ 72,299.92	5	\$ 361,499.60
1.16.a	Unit cost for envelope (including printing) Dimensions - 9.0 X 11.0	80,000	See Solicitation Section 2.38 Price Adjustments	ENVELOP	\$ 0.140	\$ 11,228.80	5	\$ 56,144.00
1.17	Unit cost for Large envelope - internal envelope (including printing), (Customer's use to remit payment) Dimensions - 3.6670 x 8.75 OSSS 10 1/4 WW 24 #, 3 - 5/8 REPLY	3,300,000	See Solicitation Section 2.38 Price Adjustments	ENVELOP	\$ 0.015	\$ 49,331.70	5	\$ 246,658.50
1.18	Postage - Annual budget (provided by JEA). JEA will pay postage as Pass-through with no Mark-up.	1	LOT	LOT	\$ 1,951,000.000	\$ 1,951,000.00	5	\$ 9,755,000.00
E-BILL								
1.19	Unit cost for Residential bill presentation (E-bill) (email)	2,500,000	Firm Fixed	EMAIL	\$ -	\$ -	5	\$ -
1.20	Unit cost for Commercial bill presentation (E-bill) (email)	144,000	Firm Fixed	EMAIL	\$ -	\$ -	5	\$ -
1.21	Unit cost for Customer Service Letter presentation - 1 page (email to customer present)	600,000	Firm Fixed	EMAIL	\$ -	\$ -	5	\$ -
1.22	Unit cost for eBill Notification	2,644,000	Firm Fixed	EMAIL	\$ -	\$ -	5	\$ -
1.23	Unit Cost of E-Bill Insert	2,644,000	Firm Fixed	EMAIL	\$ -	\$ -	5	\$ -
IMAGE STORAGE								
1.24	Unit cost for Bill Image storage (includes the creation and first two (2) years of storage in accordance with Technical Specifications)	5,800,000	Firm Fixed	IMAGE	\$ 0.003	\$ 17,400.00	2	\$ 34,800.00
1.25	Unit cost of each additional year of storage (forecast is for five (5) years of image on rolling year for year basis)	5,800,000	Firm Fixed	IMAGE	\$ 0.001	\$ 5,800.00	5	\$ 29,000.00
VALUE ADDED SERVICES								
1.26	Setup & Implementation for SMS & Mobile Interface	1	Firm Fixed	One Time Fee regardless of number of years	\$ -		1	
1.27	SMS Text rate	500,000	Firm Fixed	Per Text	\$ 0.030		5	
1.28	Yearly hosting fee for Mobile Interface	5	Firm Fixed	Per Year	\$ -		5	
1.29	Electronic Check ACH Transactions w/ Funds Validation - (JEA.com payment, IVR payment and mobile fees, to be Paid by JEA) - (shall include Routing number DDA validation).	1,390,000	Firm Fixed	transaction	\$ 0.080		5	
1.30	Bank to Bank (Customers Bank to JEA Bank) (Paid by JEA) (OLB)	720,000	Firm Fixed	transaction	\$ 0.080		5	
1.31	ACCOUNT NUMBER DDA LEVEL VALIDATION	50	Firm Fixed	transaction	\$ 0.030		5	
1.32	Text Messaging - Company Hosted	800,000	Firm Fixed	Per Text	\$ 0.025	\$ 20,000.00	5	\$ 100,000.00
1.33	Text Messaging - Third Party Vendor	800,000	Firm Fixed	Per Text	\$ 0.025	\$ 20,000.00	5	\$ 100,000.00
1.34	Ad - Hoc Hourly Rate to be applied to any programming or other modifications per JEA's request	10	See Solicitation Section 2.38 Price Adjustments	Per Hour	\$ 75.00	\$ 750.00	5	\$ 3,750.00
Five (5) Year Bill Print and Presentation								\$ 13,019,530.60

Bill Print and Presentation Service Level Agreement

	Definition	Quality Criteria	Liquidated Damage
1.35	Acknowledgement Response time - the amount of time that it takes The Company's production support to respond back to JEA that they are aware that JEA brought a customer impacting issue to their attention. Business outage or significant customer impact that threatens current or future productivity. The Company's production support will respond within the timeline provided via Email or phone. Automated responses will not be satisfactory to meeting the initial response requirement.	Initial Company Acknowledgement Response Time <= 30 minutes	N/A - this is the expectation
1.36	Acknowledgement Response time - the amount of time that it takes The Company's production support to respond back to JEA that they are aware that JEA brought a customer impacting issue to their attention. Business outage or significant customer impact that threatens current or future productivity. The Company's production support will respond within the timeline provided via Email or phone. Automated responses will not be satisfactory to meeting the initial response requirement.	Initial Company Acknowledgement Response Time > 30 minutes	\$2500 penalty for EACH 30 - minute increment after the initial 30 minute response expectation beginning at 00:30:01
	Definition	Quality Criteria	Liquidated Damage
1.37	If there is a late mailing or a late upload of electronic bill presentation and it is deemed to be delayed greater than 1 business day JEA shall be entitled to receive a credit equal to a percentage of the processing fees.	Delayed > 1 day	100%
1.38	If there is a late mailing or a late upload electronic bill presentation and it is deemed to be delayed greater than 2 business days JEA shall be entitled to receive a credit equal to a percentage of the processing fees.	Delayed > 2 days	100% and in addition the company shall pay \$2500 per day for each business day the full mailing is not delivered to the USPS after 2 Business days from approval.
1.39	If JEA receives a complaint of a bill/letter being defective or missing pages from a customer, JEA will be entitled to a credit.	Defective Bills/Letters Penalty	JEA will be entitled to a \$10.00 credit per complaint.

Section 2. ePayments

BID #	DESCRIPTION OF SERVICE OR DELIVERABLE	UNIT PRICE	UOM	ESTIMATED 1 YEAR QUANTITY	EXTENDED PRICE (D)
	*** See Technical Specification for Additional description for each Bid Item ***	A	B	C	D = A x C
2.1	Setup & Implementation (one-time fee - Paid by JEA).		Lump Sum	One Time Fee	\$ -

Section 1. Bill Print and Presentment

#	ITEM	ESTIMATED ANNUAL QUANTITIES	PRICE ADJUSTMENT STRUCTURE	UOM	Unit Price (rate)	ONE YEAR EXTENDED	NUMBER OF YEARS	EXTENDED PRICE
2.2	Electronic Check ACH Transactions - (JEA.com payment, IVR payment and mobile fees, to be Paid by JEA)		Transaction	1,885,000	\$ -			
2.3	ACH Returns (Paid by JEA)		Transaction	30,000	\$ -			
2.4	Reports to JEA (Paid by JEA)		Month	12	\$ -			
2.5	Licensing Fees (150 users)		per license	150	\$ -			
2.6	Ad - Hoc Hourly Rate to be applied to any programming or other modifications per JEA's request		Per Hour	10	\$ -			
2.7	(JEA) Credit Card Convenience Fee (Residential) - This line item shall apply if the proposed solution requires JEA to pay for this fee. This item shall apply to residential card payment transactions that are typically under \$400. PayPal/PayPal Credit and Venmo payment fee is \$1.75/payment, if deployed.	\$ 1.25	per transaction	1,772,000	\$ 2,215,000.00			
2.8	(JEA) Credit Card Convenience Fee (Small Commercial) - This line item shall apply if the proposed solution requires JEA to pay for this fee. This item shall apply to small commercial card transactions that are typically between \$400.01 to \$1000. Applies to PayPal/PayPal Credit and Venmo payments, if deployed.	\$ 6.95	per transaction	29,000	\$ 201,550.00			
2.9	(JEA) Credit Card Convenience Fee Commercial and Industrial(C&I) - This line item shall apply if the proposed solution requires JEA to pay for this fee. This line item shall apply to large commercial and industrial card transactions that are typically between \$1,000 and \$10,000. The \$10,000 figure is used because it is the current CAP for a single card payment transaction. Applies to PayPal/PayPal Credit and Venmo payments, if deployed.	\$ 100.00	per transaction	10,000	\$ 1,000,000.00			
One Year Award Amount						\$ 3,416,550.00		
#	DESCRIPTION OF SERVICE OR DELIVERABLE	UNIT PRICE	UOM	ESTIMATED 1 YEAR QUANTITY	EXTENDED PRICE (D)			
	*** See Technical Specification for Additional description for each Bid Item ***	A	B	C	D = A x C			
2.7a	(Customer) Credit Card Convenience Fee (Residential) - This line item shall apply if the proposed solution requires customers to pay for this fee. This item shall apply to residential card payment transactions that are typically under \$400.	\$ 2.20	per transaction	1,772,000	\$ 3,898,400.00			
2.8a	(Customer) Credit Card Convenience Fee (Small Commercial) - This line item shall apply if the proposed solution requires customers to pay for this fee. This item shall apply to small commercial card transactions that are typically between \$400.01 and \$1000.	\$ 7.95	per transaction	29,000	\$ 230,550.00			
2.9a	(Customer) Credit Card Convenience Fee Commercial and Industrial (C&I) - This line item shall apply if the proposed solution requires customers to pay for this fee. This line item shall apply to large commercial and industrial card transactions that are typically \$1,000 and \$10,000. The \$10,000 figure is used because it is the current CAP for a single card payment transaction.	\$ 16.95	per transaction	10,000	\$ 169,500.00			
Five Year ePayments SubTotal						\$ 17,082,750.00		

	Definition	Initial Response Time	Liquidated Damage
2.11	Acknowledgement Response time - the amount of time that it takes The Company's production support to respond back to JEA that they are aware that JEA brought a customer impacting issue to their attention. Business outage or significant customer impact that threatens current or future productivity. The Company's production support will respond within the timeline provided via Email or phone. Automated responses will not be satisfactory to meeting the initial response requirement.	Initial Company Acknowledgement Response Time <= 30 minutes	N/A - this is the expectation
2.12	Acknowledgement Response time - the amount of time that it takes The Company's production support to respond back to JEA that they are aware that JEA brought a customer impacting issue to their attention. Business outage or significant customer impact that threatens current or future productivity. The Company's production support will respond within the timeline provided via Email or phone. Automated responses will not be satisfactory to meeting the initial response requirement.	Initial Company Acknowledgement Response Time > 30 minutes	\$2500 penalty for EACH 30 - minute increment after the initial 30 minute response expectation,beginning at 00:30:01
	Definition	Issue Resolution Time	Liquidated Damage
2.13	Resolution time - the amount of time that passes between the Company production support's INITIAL acknowledgement of JEA's customer impacting issue to the time that the issue is corrected. Both the Company and JEA must acknowledge that JEA customers are no longer being impacted. Business outage or significant customer impact that threatens current or future productivity.	Resolution Time <= 3 Hours	The outage was due to the Company's failure in process or resources, negatively impacting the Company's ability to collect and pass JEA customer payment information as expected. The penalty will be \$2500 per standalone occurrence for a resolution time of no greater than 3 hours. Occurance(s) to be noted on the monthly scorecard.
2.14	Resolution time - the amount of time that passes between the Company production support's INITIAL acknowledgement of JEA's customer impacting issue to the time that the issue is corrected. Both the Company and JEA must acknowledge that JEA customers are no longer being impacted. Business outage or significant customer impact that threatens current or future productivity.	Resolution Time > 3 Hours	The outage was due to the Company's failure in process or resources, negatively impacting the Company's ability to collect and pass JEA customer payment information as expected. The penalty will be an additional \$2500.00 .
2.15	Resolution time - the amount of time that passes between the Company production support's INITIAL acknowledgement of JEA's customer impacting issue to the time that the issue is corrected. Both the Company and JEA must acknowledge that JEA customers are no longer being impacted. Business outage or significant customer impact that threatens current or future productivity.	Resolution Time > 24 Hours	\$20,000 per 24 Hour Period

2.16	Total Bid Price	\$ 30,102,286.66
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Kubra Negotiated Savings Backup Document

BID #	DESCRIPTION OF SERVICE OR DELIVERABLE *** See Technical Specification for Additional description for each Bid Item ***	UNIT PRICE (Submitted with Respond)	UNIT PRICE (Final Negotiated)	UOM	ESTIMATED 5 YEAR QUANTITY	5 YEAR EXTENDED PRICE (Submitted with Response)	5 YEAR EXTENDED PRICE (Final Negotiated)
2.7	(JEA) Credit Card Convenience Fee (Residential) - This line item shall apply if the proposed solution requires JEA to pay for this fee. This item shall apply to residential card payment transactions that are typically under \$400. PayPal/PayPal Credit and Venmo payment fee is \$1.75/payment, if deployed.	\$ 1.35	\$ 1.25	per transaction	10,175,660	\$ 13,737,141.00	\$ 12,719,575.00
2.8	(JEA) Credit Card Convenience Fee (Small Commercial) - This line item shall apply if the proposed solution requires JEA to pay for this fee. This item shall apply to small commercial card transactions that are typically between \$400.01 to \$1000. Applies to PayPal/PayPal Credit and Venmo payments, if deployed.	\$ 15.00	\$ 6.95	per transaction	183,545	\$ 2,753,175.00	\$ 1,275,637.75
2.9	(JEA) Credit Card Convenience Fee Commercial and Industrial(C&I) - This line item shall apply if the proposed solution requires JEA to pay for this fee. This line item shall apply to large commercial and industrial card transactions that are typically between \$1,000 and \$10,000. The \$10,000 figure is used because it is the current CAP for a single card payment transaction. Applies to PayPal/PayPal Credit and Venmo payments, if deployed.	\$ 110.00	\$ 100.00	per transaction	72,700	\$ 7,997,000.00	\$ 7,270,000.00
Five Year Award Amount						\$ 24,487,316.00	\$ 21,265,212.75
Negotiated Savings							\$ 3,222,103.25



Formal Bid and Award System

Award #4 September 15, 2022

Type of Award Request: JOINT PROJECT
Requestor Name: Hepburn, Brian F.
Requestor Phone: (904) 629-9269
Project Title: FDOT FPID: 437320-1-56-01 SR 115 - Soutel Drive to Nassau County Line
Project Number: 8007161 (W), 8007151 (S)
Project Location: JEA
Funds: Capital
Budget Estimate: \$328,815.07

Scope of Work:

This is a request to advance funds to the Florida Department of Transportation (FDOT), in accordance with the JEA/FDOT Master Agreement, for the Maintenance of Traffic and Roadway Construction costs associated with the FDOT SR 115 - Soutel Drive to Nassau County Line project (437320-1). The project includes roadway re-surfacing improvements.

The FDOT Contractor will construct both force mains and water mains under the project. Force main construction includes approximately 750 linear feet of 8” PVC force main to replace the existing 16” ductile iron force main between Capper Road and Leonid Road including gate valves, fittings, connections to the existing force main.

Water main construction includes approximately 1,000 feet of 16” PVC water main with gate valves, fittings, fire hydrants, and connections to existing water mains. The project also includes providing new 6” PVC laterals crossing Lem Turner at Tinsley Road and Carleon Road for future water main installation. The project provides an opportunity to increase the connectivity between two water treatment plants in the North Grid. This connection improves the supply from the Highlands Water Treatment Plant (WTP) to the Northwest WTP area during an outage.

JEA IFB/RFP/State/City/GSA#: N/A
Purchasing Agent: Kruck, Daniel R.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Address	Phone	Amount
FLORIDA DEPT OF TRANSPORTATION	FDOT, c/o Wells Fargo Bank, N.A., 1 Independent Drive, Jacksonville FL 32202	(813) 225-4338	\$328,815.07

Amount for entire term of Contract/PO: \$328,815.07
Award Amount for remainder of this FY: \$328,815.07
Length of Contract/PO Term: Project Completion
Begin Date: 01/26/2023
End Date: Project Completion (Estimated: April 2026)
JSEB Requirement: N/A - FDOT

BIDDER:

Name	Amount
FLORIDA DEPT OF TRANSPORTATION	\$328,815.07

Background/Recommendations:

JEA’s force main and water main are within the FDOT’s project footprint/right-of-way for roadway re-surfacing. This project will install and place out of service portions of the existing force main and water main within the project limits of the FDOT FPID 437320-1 SR 115 - Soutel Drive to Nassau county line.

JEA's utility construction work will be included with FDOT's bid and constructed by FDOT's contractor via the terms of the existing JEA/FDOT Master Agreement. By doing so, roadway restoration costs will be minimized. Per the terms of the master agreement, JEA is required prepay FDOT at this time for the estimated cost of the work prior to FDOT bidding the project. If the bid pricing is below the estimate JEA will request a refund of the difference, and if the bid pricing is more than estimated JEA will pay the difference. The estimated construction start date is January 2023. A copy of the FDOT payment request letter is attached for reference.

Request approval of a payment to Florida Department of Transportation for FDOT SR 115 - Soutel Drive to Nassau County Line project in the amount of \$328,815.07, subject to the availability of lawfully appropriated funds.

Manager: Sulayman, Mickhael S. - Senior Manager Project Management
Director: Conner, Sean M. - Dir W/WW Project Engineering & Construction
VP: Vu, Hai X. - VP Water Wastewater Systems

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1109 S. Marion Avenue MS 2024
Lake City, FL 32025

JARED W. PERDUE, P.E.
SECRETARY

Date 9/7/2022 | 1:17 PM EDT

Mr. Mickhael Sulayman
JEA Water & Sewer
21 West Church Street
Jacksonville, FL 32202

**RE: UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT
(AT UAO AND FDOT EXPENSE COMBINED)
FPID: 437320-1-56-01
Federal No. – D222-039-B
County – Duval
State Road – 115
Project Location – SR 115 SOUTLE DRIVE TO NASSAU C/L**

Dear Mr. Sulayman:

This is your approved **Utility Work Order No. 3/Notice to Proceed** in the amount of **\$328,815.07** for the construction work needed for JEA Water & Sewer facilities along SR115 as reflected under the terms of the of the executed **Utility Work by Highway Contractor Master Agreement (at UAO and FDOT Expense Combined)** dated December 7, 2000

The Department of Transportation is requesting deposit of the required funds by **September 22, 2022**.

Sincerely,

DocuSigned by:
A handwritten signature in black ink that reads "Todd Hunt". The signature is enclosed in a blue rounded rectangular box.

6B9D6634951247F...
Todd Hunt
D2 Utilities Administrator

Enclosures

cc: Clint McGraw, P.E.– Project Management – Email
Charmaine Small – OOC General Accounting Office – Email
D2 Specs – Email (Vince Camps)
D2 Estimates- Email
D2 Workprogram - Email
File – Letter & Agreement

File Name

Open

Save

Print Form

Reset Form

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AGREEMENT SUMMARY SHEET350-020-03
COMPTROLLER
02/16

**Attach this completed form to the agreement and forward to the
LFA Section in the OOC, General Accounting Office, M.S. 42B.
If you have any questions, please call
850-414-4867 or 850-414-4889.**

1. Participant's Name: JEA Water & Sewer
Participant's Address: 21 West Church Street
City, State, Zip: Jacksonville, FL 32202
Contact: Mickhael Sulayman Phone Number: (904) 665-6985
E-Mail Address: sulams@jea.com Fax Number: (904) 665-5303
Federal Employer ID # and address sequence: F592983007004
FEID# has a verified W-9 registered with the Department of Financial Services: Yes No In Process
2. Refund Address: JEA Payment Processing CC-3, 21 West Church Street
Jacksonville, FL 32202
3. District Contact Person: Todd Hunt Phone Number: (386) 961-7452
District Number: 2 - Lake City Fax Number: (386) 758-3736
4. Agreement Date: 12/7/2000 5. Date Form Modified: 9/7/2022
6. Agreement Amount: \$1,510,914.59 7. Escrow Deposit Due Date: 9/22/2022
Amount Due: \$ 328,815.07 Additional Deposits Due Date: _____
Amount Due: \$ _____ Additional Deposits Due Date: _____
Amount Due: \$ _____
8. County Name: DUVAL 9. FDOT County Number: 72
10. If fund type is LFR/LFRF (Yes No), what is the anticipated start date of the payback: _____
Is payback to be made in: Scheduled Payments _____ Quarterly Lump Sum
11. Participant is responsible for (check one): 100% Other Percentage (_____ %),
 Bid Items Lump Sum
[Edit Bid Items](#)
If participant is responsible for bid items, please complete the attached spreadsheet.
12. Description of Work: Construction work for JEA water and sewer system relocation.

13. Financial Project # Including 6X Phases	14. Amount	15. Work Program Fund Code	16. Federal Part. or Non-Federal Part.	17. Contract #	18. % to Bill
437320-1-36-10	\$119,958.52	LF	0	N/A	100%
437320-1-56-01	\$1,055,127.70	LF	0	N/A	100%
437320-1-66-01	\$47,960.35	LF	0	N/A	100%
437320-1-52-01	\$287,868.02	LF	0	N/A	100%

19. Has WP been updated to reflect the changes on this form? Yes No20. Comments: WO#3 : Add TTCP/Roadway costs for JEA Water & Sewer facilities relocation.WO#3: Revised Construction cost for JEA Water & Sewer relocations.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK ORDER CHANGE NO. 3

Financial Project ID: 437320-1-56-01	Federal Project ID: D222-039-B
County: Duval	State Road No.: 115
District Document No: 1	
Utility Agency/Owner (UAO): JEA Water & Sewer	

A.

- The Agency is hereby authorized to observe the following changes in the plans and/or specifications to the subject Utility Agreement, and to perform such work accordingly, further described as:
Utility Work by Highway Contractor Master Agreement (At UAO and FDOT Expense Combined)
- The items of work covered by this Work Order Change are referenced to an Agreement of record dated 12/07/2000, and no Supplemental Agreement is required.

B.

- The Utility Relocation Work is to conform to that shown by the utility adjustment plans as:
 - ATTACHED.
 - INCLUDED IN THE HIGHWAY CONTRACT PLANS.
- The cost of this Utility Work is:
 - NONREIMBURSABLE
 - REIMBURSABLE
 - Force Account Method
 - Lump Sum Method
 - Third Party Contract Method

C.

ESTIMATED COST OF WORK DUE TO THIS CHANGE:							
ITEM NO.	ITEM	UNIT	UNIT PRICE	WORK ELIMINATED (-)		ADDITIONAL WORK (+)	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
437320-1-56-01	WO #3						\$39,166.70
437320-1-66-01	WO #3						\$1,780.35
437320-1-52-01	WO #3						\$287,868.02
Sub-Totals.....							\$328,815.07
Net Cost of Construction Changes, this order.....							\$328,815.07
Cost of Construction Changes, previously ordered.....							\$1,062,141.00
Net Total Cost Construction Changes to Date.....							\$1,390,956.07
Contract Amount.....							\$1,390,956.07
Estimated Cost of Work Authorized to Date.....							\$1,390,956.07

Recommended: 9/1/2022 Date Approved: 9/7/2022 | 1:17 PM EDT Date Approved:

Roland E. Davis District Utility Coordinator
 Date
 Typed Name

Todd Hunt District Utility Engineer/Administrator
 DocuSigned by:
 Date
 Typed Name

Division Administrator Federal Highway Administration
 Date
 Typed Name

**Florida Department of Transportation
Office of the Comptroller
Wire and ACH Instructions**



**Wire and ACH Instructions for Local Funds Being Deposited into the Treasury Cash
Deposit Trust Fund K 11-78 with Department of Financial Services**

Please wire or ACH funds to:
Department of Financial Services
c/o Wells Fargo Bank, N.A.
1 Independent Drive
Jacksonville, Florida 32202
Phone: (813) 225-4338

ESCROW WIRING and ACH INSTRUCTIONS

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial project #

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, please contact Charmaine Small at 850-414-4885 with the following information:

Financial Project Number, Dollar amount of transfer, Name of Participant

It is critical that the above information be provided to the LFA accountants to properly process the deposit.

SUBSTITUTE FORM W9: The Department of Financial Services now requires all entities who receive payments from the State of Florida to have a Substitute Form W-9 on file. All cash disbursements (return of cash collateral or earned income) will be subject to this requirement. The Substitute Form W-9 can be completed online through the State of Florida Vendor Portal Website (<https://flvendor.myfloridacfo.com/>).

Financial Project ID 437320-1-56-01
Table A - Schedule of Values

Prime Contractor Name: _____

Subcontractor Name: _____

Date: _____

Item JEA Spec. No.	Description	Revision #:	Quantity	Units	Unit Price	Total Price
POTABLE WATER						
1	801.III.2.4		20	LF	\$ 135.00	\$ 2,700.00
2	801.III.2.4		24	LF	\$ 65.00	\$ 1,560.00
3	801.XII.1		994	LF	\$ 325.00	\$ 323,050.00
4	801.XII.1		302	LF	\$ 130.00	\$ 39,260.00
5	801.XII.2		2	Ea	\$ 3,600.00	\$ 7,200.00
6	801.XII.2		2	Ea	\$ 3,600.00	\$ 7,200.00
7	801.XII.2		14	Ea	\$ 3,600.00	\$ 50,400.00
8	801.XII.2		4	Ea	\$ 3,600.00	\$ 14,400.00
9	801.XII.2		1	Ea	\$ 6,000.00	\$ 6,000.00
10	801.XII.2		1	Ea	\$ 4,600.00	\$ 4,600.00
11	801.XII.2		1	Ea	\$ 3,600.00	\$ 3,600.00
12	801.XII.2		5	Ea	\$ 1,950.00	\$ 9,750.00
13	801.XII.2		2	Ea	\$ 1,950.00	\$ 3,900.00
14	801.XII.2		2	Ea	\$ 1,500.00	\$ 3,000.00
15	801.XII.6		27	Ea	\$ 1,650.00	\$ 44,550.00
16	801.XII.6		12	Ea	\$ 500.00	\$ 6,000.00
17	801.XII.7		8	Ea	\$ 2,500.00	\$ 20,000.00
18	801.XII.8		4	Ea	\$ 2,050.00	\$ 8,200.00
19	801.XII.13		2	Ea	\$ 2,500.00	\$ 5,000.00
20	801.XII.14		5	Ea	\$ 2,200.00	\$ 11,000.00
21	801.XIII.1		2	Ea	\$ 10,950.00	\$ 21,900.00
22	801.XIII.3		1	Ea	\$ 21,897.00	\$ 21,897.00
23	801.XIII.3		5	Ea	\$ 5,200.00	\$ 26,000.00
Total Lump Sum Water Utility Work						\$ 641,167.00
Load in Bid Document under FDOT Pay Item No. 1000-6						
SANITARY SEWER						
24	801.XII.12		1	Ea	\$ 18,000.00	\$ 18,000.00
(Install Only, Valve to be provided by JEA-Pearl Street Yard)						
25	801.XII.12		1	Ea	\$ 30,000.00	\$ 30,000.00
26	801.XVI.1		754	LF	\$ 185.00	\$ 139,490.00
27	801.XVI.3		1	Ea	\$ 2,300.00	\$ 2,300.00
28	801.XVI.3		4	Ea	\$ 2,300.00	\$ 9,200.00
29	801.XVI.3		1	Ea	\$ 2,300.00	\$ 2,300.00
30	801.XVI.3		1	Ea	\$ 2,300.00	\$ 2,300.00
31	801.XVI.3		1	Ea	\$ 1,900.00	\$ 1,900.00
32	801.XVI.7		11	Ea	\$ 1,000.00	\$ 11,000.00
33	801.XVII.1		1	Ea	\$ 8,550.00	\$ 8,550.00
34	801.XVII.2		1	Ea	\$ 35,000.00	\$ 35,000.00
35	801.XVII.2		1	Ea	\$ 32,000.00	\$ 32,000.00
36	801.XVII.4		1	Ea	\$ 26,000.00	\$ 26,000.00
Total Lump Sum Sanitary Sewer Utility Work						\$ 318,040.00
Load in Bid Document under FDOT Pay Item No. 1000-5						
Sub-Total:						\$ 959,207.00
56-01 10% Contingency					\$	95,920.70
66-01 5% CEI					\$	47,960.35
52-01 TTCP					\$	287,868.02
Total:						\$1,390,956.07

Financial Project ID 437320-1-56-01

ROADWAY & TTCP (FPID: 43732015601)

FDOT Pay Item	Description	Quantity	Units	Unit Price	Total Price
0102- 1-	MAINTENANCE OF TRAFFIC 43732015601	1	LS	\$ 160,866.00	\$ 160,866.00
0102-2200	SPECIAL DETOUR - TEMPORARY PAVEMENT	818	SY	\$ 22.41	\$ 18,331.38
0102- 14-	TRAFFIC CONTROL OFFICER	50	HR	\$ 67.59	\$ 3,379.50
0102- 60-	WORK ZONE SIGN	5,457	ED	\$ 0.23	\$ 1,255.11
0102- 61-	BUSINESS SIGN	20	EA	\$ 5.39	\$ 107.80
0102- 71- 13	TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE	817	LF	\$ 45.08	\$ 36,830.36
0102- 71- 23	TEMPORARY BARRIER, RELOCATE, LOW PROFILE CONCRETE	620	LF	\$ 8.14	\$ 5,046.80
0102- 74- 1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	47,740	ED	\$ 0.11	\$ 5,251.40
0102- 76-	ARROW BOARD / ADVANCE WARNING ARROW PANEL	880	ED	\$ 5.17	\$ 4,549.60
0102- 99-	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	910	ED	\$ 10.69	\$ 9,727.90
0102-115-	TYPE III BARRICADE	2,190	ED	\$ 0.31	\$ 678.90
0110- 4- 10	REMOVAL OF EXISTING CONCRETE	71	SY	\$ 33.05	\$ 2,346.55
0285-711-	OPTIONAL BASE, BASE GROUP 11 (TYPE B-12.5)	818	SY	\$ 31.44	\$ 25,717.92
0520- 1- 7	CONCRETE CURB & GUTTER, TYPE E	113	LF	\$ 33.29	\$ 3,761.77
0520- 1- 10	CONCRETE CURB & GUTTER, TYPE F	29	LF	\$ 34.41	\$ 997.89
0522- 1-	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	34	SY	\$ 62.53	\$ 2,126.02
0522- 2-	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	31	SY	\$ 65.96	\$ 2,044.76
0527- 2-	DETECTABLE WARNINGS	16	SF	\$ 37.95	\$ 607.20
0570- 1- 2	PERFORMANCE TURF, SOD	216	SY	\$ 1.85	\$ 399.60
0706- 1- 3	RAISED PAVEMENT MARKER, TYPE B	29	EA	\$ 4.00	\$ 116.00
0710- 11-101	PAINTED PAVEMENT MARKINGS, STD, WHITE, SOLID, 6"	1,730	GM	\$ 1,244.11	\$ 2,152.31
0710- 11-141	PAINTED PAVEMENT MARKINGS, STD, WHITE, SKIP, 6", 2-4'	0.022	GM	\$ 636.17	\$ 14.00
0710- 11-170	PAINTED PAVEMENT MARKINGS, STD, WHITE, ARROWS	10	EA	\$ 36.18	\$ 361.80
0710- 11-201	PAINTED PAVEMENT MARKINGS, STD, YELLOW, SOLID, 6"	0.970	GM	\$ 1,221.55	\$ 1,184.90
0710- 11-241	PAINTED PAVEMENT MARKINGS, STD, YELLOW, SKIP, 6", 2-4'	0.022	GM	\$ 570.29	\$ 12.55

ROADWAY & TTCP**\$ 287,868.02**

Exhibit “A”

Scope of Work

FDOT FPID# 437320-1-56-01:

The cost within this Agreement reflects the revised construction costs plus additional costs for TTCP/Roadway impact for JEA Water & Sewer’s relocation work to accommodate FDOT’s construction along State Road 115.



Formal Bid and Award System

Award #5 September 15, 2022

Type of Award Request: SINGLE SOURCE
Requestor Name: Keeler, Jessica C. - Mgr Procurement Inventory Control
Requestor Phone: 904-665-6403
Project Title: Material Planning Support
Project Number: HEA0501
Project Location: JEA
Funds: O&M
Budget Estimate: N/A

Scope of Work:

JEA requests to award a Single Source contract to Blue Burro/ProcureAbility, for Material Planning gap analysis and support services. The company will provide advisory services to review current processes and procedures, then create a plan to close those gaps with clear delineation of roles between procurement, inventory, and warehousing functions. They will also provide analytical support to build inventory models and planning tools to better account for lead times and demand for inventory control, and augment the team as needed to support staff.

JEA IFB/RFP/State/City/GSA#: N/A
Purchasing Agent: Selders, Elaine
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Amount
BLUE BURRO	Chris Martoglio	cmartoglio@bburro.com	113 East 6th Street Bloomington, IN 47408	\$705,000.00

Amount for entire term of Contract/PO: \$705,000.00
Award Amount for remainder of this FY: \$137,000.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 09/19/2022
End Date (mm/dd/yyyy): Project Completion (Estimated March 2023)
JSEB Requirement: N/A – Single Source

Background/Recommendations:

In August, 2020, JEA issued RFP 99696 for Procurement Process Improvement Consulting Services. The scope of work was to identify a consultant, firm/expert to assist with the development and implementation of a comprehensive process improvement plan to review the current JEA procurement and Standards Committee processes, Florida statutes, evaluate and benchmark against other municipal procurement processes and develop a report with recommendations for JEA of the findings. The plan focused on ensuring that JEA utilized efficient, fair and equitable municipal practices while maintaining transparency, achieving a competitive environment reaching as many Companies as possible. JEA awarded the work to Blue Burro/ProcureAbility in October, 2020 in the amount of \$59,500.00.

This request is to partner with Blue Burro/ProcureAbility as a single source to provide consulting services to assist with building a new organizational element under Inventory Control to identifying gaps, required skills and capabilities and create a plan to close those gaps, with clear delineation of roles between procurement, inventory and warehousing functions. Blue Burro/ProcureAbility has critical knowledge of the JEA procurement process and has worked with JEA extensively on process improvement. Their tribal knowledge allows them to step in and hit the ground running without delays, which is critical due to the immediate need driven by supply chain disruptions, to get the assessment completed in a timely manner. The summary and proposal have been attached as backup.

The work will be comprised of an assessment phase and an implementation phase. The assessment phase will identify gaps followed by a period to drive improvements in steady state operations to deliver the support JEA needs in the short term. This will occur over approximately 4 weeks at a cost of \$137,000.00. After the assessment, they will provide resources with appropriate oversight to support JEA’s immediate staffing needs. They will provide analytical support to build inventory models and planning tools to better account for lead times and demand. The implementation phase will begin as phase 2 and will take approximately 5 months at a cost of \$568,000.00 for a total NTE of \$705,000.00. Travel expense will follow the JEA procedure at no more than 10% of the contract total, if needed.

Request approval to award a single source contract with ProcureAbility to Material Planning Support in the amount of \$705,000.00, subject to the approval of lawfully appropriated funds.

- Manager:** Keeler, Jessica C. - Mgr Procurement Inventory Control
- Director:** McCollum, Jenny G. - Dir Procurement Services
- VP:** McElroy, Alan D. - VP Supply Chain & Operations Support
- Chief:** Phillips, Ted B. - Chief Financial Officer

APPROVALS:

Chairman, Awards Committee **Date**

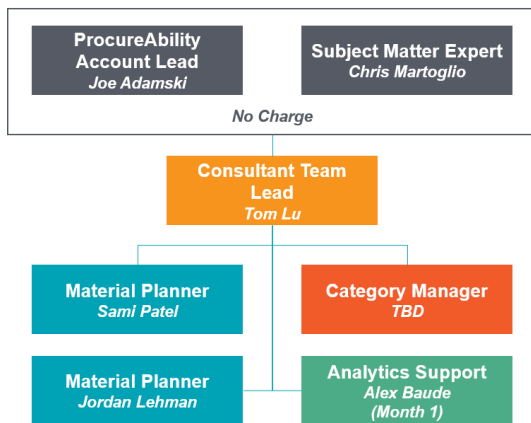
Budget Representative **Date**

Current Situation

- JEA is facing critical shortfalls in transformers and other electrical equipment, with lead times for critical equipment in some cases exceeding 100 weeks
- Demand forecasts and inventory levels have not kept up with the supply chain issues, leading to shortfalls and critical material risks
- Internal discussions are ongoing regarding the best way to revamp the Inventory Control function considering with new personnel, skills, and capabilities
- JEA is seeking a partner who can provide a gap assessment, establish a go-forward plan, and provide skilled staff to rapidly stand up any interim organization needed to address these critical gaps. Blue Burro and ProcureAbility (“the Consulting Team”) are proposing to be JEA’s partner.

ProcureAbility Solution

- The Consulting Team will provide advisory services to help JEA build a new organizational element under Inventory Control, identifying gaps, required skills, and capabilities
- The Consulting Team will create a plan to close those gaps with clear delineation of roles between procurement, inventory, and warehousing functions
- After the assessment, the Consulting Team will provide resources with appropriate oversight to support JEA’s immediate staffing needs
- The Consulting Team will provide analytical support to build inventory models and planning tools to better account for lead times and demand



Activity	Sep	Oct	Nov	Dec	Jan	Feb	Deliverables
Assessment							
Gap Assessment	█						<ul style="list-style-type: none"> • Understand current pain points and issues • Complete market research for alternative solutions • Review inflight activities • Recommend and align structural changes by category and gap
Inventory Modeling		█					<ul style="list-style-type: none"> • Assess current inventory levels and practices of key categories
Strategy Development			█	█	█	█	<ul style="list-style-type: none"> • Develop Mid-term strategy • Define future processes • Create organizational structure • Develop overall logistics approach • Revamp and improve key supplier relationships
Execution							
Operational Execution			█	█	█	█	<ul style="list-style-type: none"> • Ongoing support and execution of day-to-day operational activities • Can cycle up/down as needed based on hiring pace

Program Leadership

- Program oversight and steering
- Provide training, support, and research access as required
- Push team thinking and accountable for project delivery
- Lead the organization assessment and strategy

Program Execution

- Conduct organization assessment and strategy
- Experience staff with deep knowledge of electrical market and transformers specifically
- Reexamine storm stock and min/max calculations
- Develop Gap Strategies to mitigate supply chain disruptions
- Examine processes and make recommendations to reduce stock outs
- Build models to predict product needs and demand forecasts
- Recommend tools to improve overall department functioning
- Assist in organizational development

Commercials

Amounts shown are not to exceed amounts

Monthly run rate adjusted down as need for operational execution support decreases

Material Planning Support	
In Flight Execution and Gap Analysis and Strategy Development (Month 1)	\$137,000
Monthly Run Rate (Month 2-5)	\$142,000
Estimated Five-Month Fees (Total)	\$705,000
Travel & Expenses	If required, billed at actuals and not to exceed 10% of fees



Material Planning Support



Proposal
September 2022

Prepared for:



ADVISORY



TALENT



ANALYTICS &
INTELLIGENCE



ProcureAbility Overview

ProcureAbility

YOUR PROCUREMENT EXPERTS

About Us

- Supporting Procurement organizations since 1996
- We support mid-tier to Fortune 500 with flexible Procurement solutions
- More than 5,000 pooled resources



INTELLIGENCE

- Custom cost models
- Supply market indices
- Category intelligence
- Primary and secondary research

ADVISORY

- Assessment and strategy
- Procurement transformation
- Strategic sourcing and category management
- Technology optimization and enablement

MANAGED SERVICES

- Category management support
- Sourcing execution
- Contract administration and management
- Supplier relationship management
- Supplier performance admin/risk management programs

STAFFING AND RECRUITING

- Staff augmentation
- Temporary resources for a precise purpose
- Recruiting
- Direct hire placement

ANALYTICS

- Analytics-as-a-service
- Spend and advanced procurement analytics
- Predictive analytics
- Artificial intelligence/machine learning (AI/ML), and automation learning
- Spend visibility dashboards



Blue Burro Overview



Procurement

- Capex & Project Sourcing
- Procurement Strategies
- Supplier Performance Management
- Procurement Assessments
- Organization Design



Contracts & Technology

- Contract Drafting & Negotiations
- Contract Management
- Contract Assessments
- Contract Templates & Clause Libraries
- Metadata Extraction
- Contract Playbooks & Training
- Contracting Technology

Supply Chain

- Risk Modeling
- Transportation Optimization
- Inventory Planning
- Warehouse Layout
- Material and Equipment Expediting
- Organization Design and Integration

Honored to Serve These Exceptional Organizations



Contents

- Executive Summary
- Our Solution
- Commercials
- ProcureAbility Overview
- Representative Resumes



Executive Summary

Current Situation



- JEA is facing critical shortfalls in transformers and other electrical equipment, with lead times for critical equipment in some cases exceeding 100 weeks
- Demand forecasts and inventory levels have not kept up with the supply chain issues, leading to shortfalls and critical material risks
- The Inventory Control function is set to be revamped with new personnel, skills, and capabilities
- JEA is seeking a partner who can provide skilled staff to rapidly stand up an interim organization and address these critical gaps

Solution



- Consulting Team will provide advisory services to help
 - JEA build a new organizational element under Inventory Control, identifying gaps, required skills, and capabilities and;
 - Create a plan to close those gaps and clear delineation of roles between procurement, inventory, and warehousing functions
- After the assessment, the Consulting Team will provide resources with appropriate oversight to support JEA's immediate staffing needs
- The Consulting Team will provide analytical support to build inventory models and planning tools to better account for lead times and demand







Our Solution



Proposed Approach

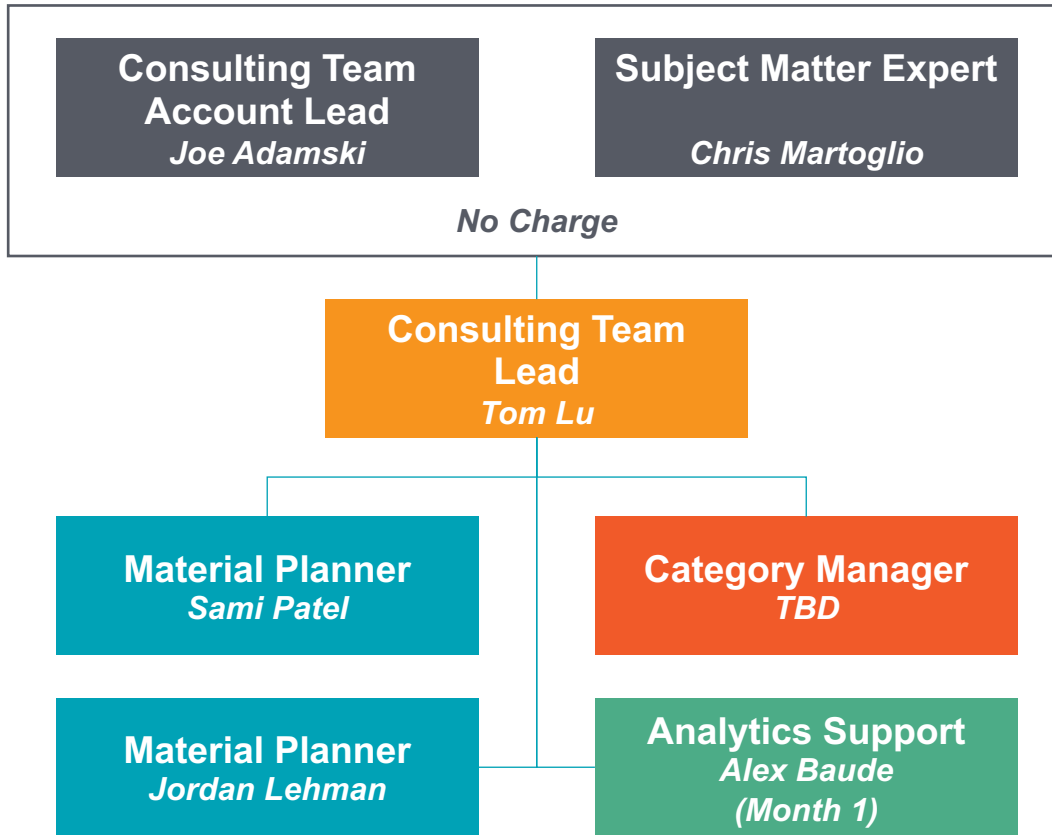
A rapid assessment to identify gaps followed by a period to drive improvements in steady state operations will deliver the support JEA needs in the short term

Activity	Sep	Oct	Nov	Dec	Jan	Feb	Deliverables
Assessment							
Gap Assessment							<ul style="list-style-type: none"> Understand current pain points and issues Complete market research for alternative solutions Review inflight activities Recommend and align structural changes by category and gap
Inventory Modeling							<ul style="list-style-type: none"> Assess current inventory levels and practices of key categories
Strategy Development							<ul style="list-style-type: none"> Develop Mid-term strategy Define future processes Create organizational structure Develop overall logistics approach Revamp and improve key supplier relationships
Execution							
Operational Execution							<ul style="list-style-type: none"> Ongoing support and execution of day-to-day operational activities Can cycle up/down as needed based on hiring pace



Proposed Support Model

We will provide resources able to plug in and immediately begin executing against JEA's needs. A portion of this team will be allocated to the assessment initially, then will shift to execution



TBD - selected from pool of talent. See included resumes

Program Leadership

- Program oversight and steering
- Provide training, support, and research access as required
- Push team thinking and accountable for project delivery
- Lead the organization assessment and strategy

Program Execution

- Conduct organization assessment and strategy
- Experience staff with deep knowledge of electrical market and transformers specifically
- Reexamine storm stock and min/max calculations
- Develop Gap Strategies to mitigate supply chain disruptions
- Examine processes and make recommendations to reduce stock outs
- Build models to predict product needs and demand forecasts
- Recommend tools to improve overall department functioning
- Assist in organizational development

Each role will fulfill critical strategic and tactical actions to build the function for the future while executing in the here and now

	Consultant Team Lead	Category Manager	Material Planner
Strategic / Future	<ul style="list-style-type: none"> • Provide best practice POV on organizational structure and processes • Provide guidance to team on future functional direction • Organizational point of communication for future needs • Responsible for change management across the organization 	<ul style="list-style-type: none"> • Develop supply strategies to minimize supply disruptions • Redefined functional processes to streamline and simplify execution and stakeholder interactions • Assist in creating organizational job descriptions and ways of working 	<ul style="list-style-type: none"> • Develop updated and automated forecast models that can generate real-time results • Redefine stock and mix/max levels by commodity • Recommend and potentially source tools required to support function
Tactical / Execution	<ul style="list-style-type: none"> • Directs day to day team activities • Develop standards, metrics, and procedures to maximize team efficiency • Creates tactical actions and objectives for team to execute • Lead function and serve as point of contact to rest of organization • Collaborate with stakeholders to identify and optimize inventory control opportunities for execution 	<ul style="list-style-type: none"> • Develop overall category plans • Coordinate with internal stakeholders to identify needs, pain points, and supplier performance • First point of contact with suppliers • Monitor supplier performance versus contracts • Coordinate with suppliers to review performance and define KPIs / SLAs • Point of contact to review / resolve tactical procurement issues 	<ul style="list-style-type: none"> • Develop demand plans for assigned categories and commodities • Internalize market updates and conditions • Monitor inventory levels and usage rates in warehouse and fielded equipment • Update forecasts with real time information updates • Responsible for forecast accuracy using statistical modeling and qualitative data • Raise requisitions as needed for spot purchases



Proposed Approach – Month 1 - Gap Tactics

A rapid assessment to identify and address gaps in key material supplies

Activity	9/12	9/19	9/26	10/3	Deliverables
Kickoff Consultant Team Lead Category Manager/Inventory Control Data Analytics Team					<ul style="list-style-type: none"> Understand current situation in detail Review inflight activities ID critical materials and services listings Obtain technical requirements and options
Inventory and Demand Modeling					<ul style="list-style-type: none"> Existing forecasts Understand data sources Obtain Inventory on-hand, usage, open orders, delivery dates, by supplier as available Identify demand drivers: maintenance, capital project priorities, hurricane inventory Prepare initial model of demand across key categories
Finalize gap assessment 2–4 week duration depending on findings					<ul style="list-style-type: none"> Leverage analytics, market intelligence, and team knowledge to ID alternative suppliers and solutions Develop short-term gap tactics for critical items
Team onboarding Start 2–4 weeks after kickoff based on results of gap analysis					<ul style="list-style-type: none"> Refine team members based on initial findings Start inventory control team members (data access, in-flight activities, RACI) Individual actions to complete Weekly cadence of actions, completions, and adjustments

Daily touchpoints, Weekly reviews

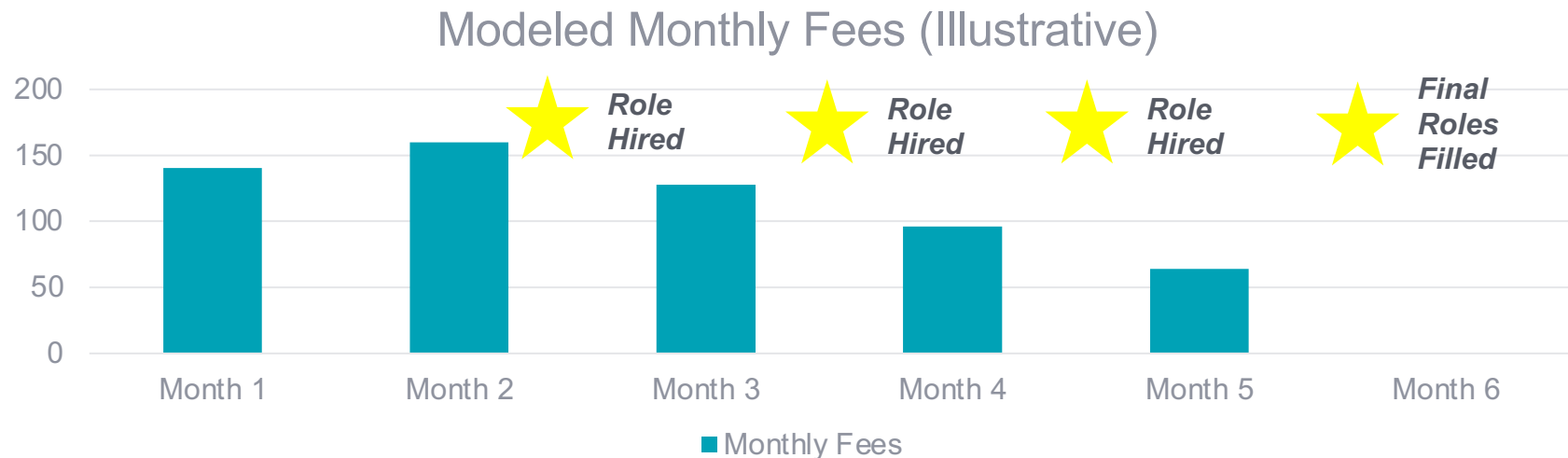


Commercials

The Consulting Team is pleased to have the opportunity to support JEA during this transformational endeavor. We are offering a discounted 6-month flexible fee¹ engagement to support JEA needs

Material Planning Support	
In Flight Execution and Gap Analysis and Strategy Development (Month 1)	\$137,000
Monthly Run Rate (Month 2-5)	\$142,000
Estimated Five-Month Fees (Total)	\$705,000
Travel & Expenses	If required, billed at actuals and not to exceed 10% of fees

As JEA is able to hire roles, our support will decline as work is transitioned to JEA



1) Fees are flexible based on the underlying level of effort and execution. Fees will be reduced in accordance with JEA's hiring activity when the work being completed is able to be shifted to identified JEA resources. No cancellation or early termination penalties apply.



ProcureAbility Overview

ProcureAbility has deep utility expertise and strong relationships with leading energy providers

Since 1996, ProcureAbility has worked with over **300** of the **FORTUNE 500**, and over **40** Leading Utility Companies

ProcureAbility serves on the Boards of the **Utility Supply Management Alliance** and **ISM's Utility Purchasing Management Group**





We Understand Utility and Energy Procurement

We understand the strategic supply chain issues associated with the wide range of materials and services typically managed by utility supply chain organizations, and we help our clients design optimized supply chain strategies that are pragmatic, and most important, implementable

Partial Listing of Utility and Energy Category Experience

- 3PL/Inventory Management Services
- Application Development Services
- Automated Metering
- Boilers
- Call Centers
- Chemicals & Gases
- Computers & IT Peripherals
- Construction: Civil
- Construction: Facility & Design
- Construction: Substation
- Construction: UG & OH Transmission Line
- Construction: UG & OH Distribution
- Engineering Services
- Environmental Services
- Freight & Logistics Services
- Fuel & Lubricants
- IT Services
- Line Hardware
- Marketing Services
- Meters
- Motors & Generators
- MRO
- MSDS Management Services
- Nuclear Services
- Office Products
- Pipe, Valves and Fittings
- Plant & Facility Maintenance & Management
- Print Services
- Professional Services
- Property Management
- Relocation Services
- Rotors
- Security Services
- Steel Poles and Towers
- Substation Equipment
- Supplemental/Contract Labor
- Switchgear
- Transformers (Distribution & Power)
- Travel
- Vegetation Management
- Wire & Cable
- Wood Poles & Cross Arms



Thank you for the opportunity



Joe Adamski
Director
Mobile: 678.749.2270
jadamski@procureability.com

Kristen Rellihan
Director
Mobile: 443.910.1399
krellihan@procureability.com



Chris Martoglio
President
Mobile: 904-501-8611
cmartoglio@bburro.com
www.bburro.com

For thought leadership and more information visit www.ProcureAbility.com



Appendix



ProcureAbility's Integrated Managed Resource Model

ProcureAbility partners with you to proactively implement a more innovative, future forward approach that gives the variety and intensity of support required in today's demanding business environment

Integrated Support

We are highly collaborative with a "roll our sleeves up" mentality. We work alongside your team providing you the intellectual capital and support to ensure success without issuing change orders for each request.

High-Touch

Working with ProcureAbility gives you C-level oversight of your program. You are our priority. Our solutions focus on value and outcomes.

Hybrid Approach

We customize our resource mix to best meet your needs: Onsite, Onshore, Near Shore, Offshore. Onshore is recommended for higher-risk, complex work and offshore for tactical execution.



Flexible Delivery Model

We are nimble and never do a one-size-fits-all approach. We customize our solutions making sure we are providing you the right skill sets at the right level.

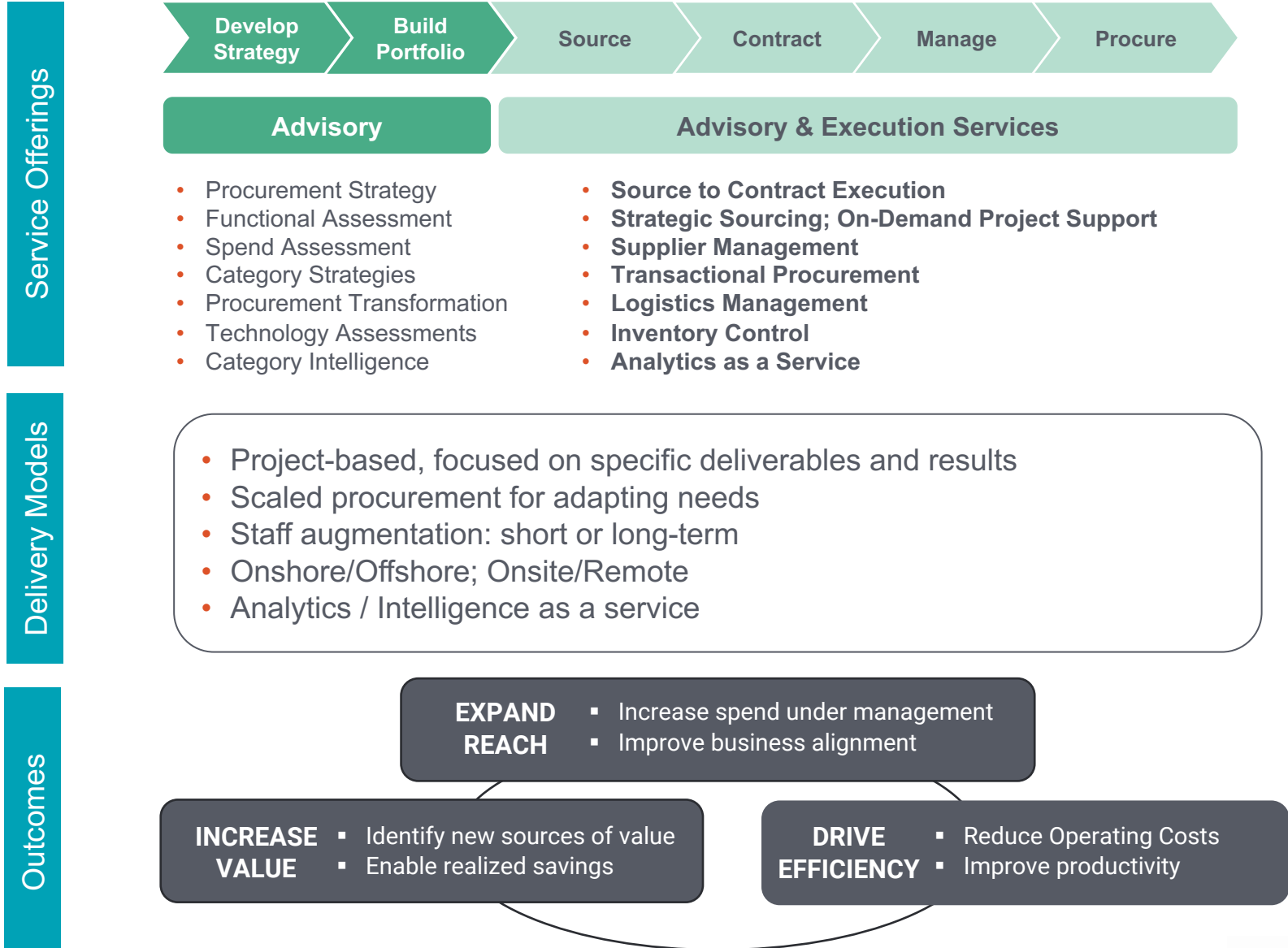
End-to-end Capabilities

ProcureAbility's model places specific focus on both strategic and tactical activities: automating, out-tasking and improving transactional efficiency, while enabling the strategic work.

Coordinated Program Delivery

Single point of contact for overall project accountability, execution, and coordination. Collaborative program concierge monitoring workloads and anticipated future demands to better coordinate up/down staffing needs.

Our modular offerings and flexible delivery models produce measurable results





Representative Resumes



Joe Adamski – Account Lead

EXECUTIVE SUMMARY

Global strategy and procurement leader with over a decade of consulting experience. Deep experience across a variety of industries including utilities, consumer goods, aerospace and defense, and high tech. Leader in developing innovative solutions for my clients.

KEY CATEGORIES

Industrial chemicals, MRO, Transportation, Travel, Facilities, Marketing, Packaging, Retail Buildout

SELECT PROFESSIONAL EXPERIENCE & ENGAGEMENT

- Led procurement transformation for US multi-state utility, building new organization while driving 12% sourcing savings across 5 categories
- Integral leader of procurement transformation for global dredging company; redesigned organization, processes, and ways of working from the ground up and drove 8% cost savings in a highly inflationary environment across 6 key categories
- Led project optimizing storage, usage, and sourcing of industrial chemicals, identifying 26% in savings
- Instituted Integrated Facility Management (IFM) program for US manufacturing company, leading to 16% savings through vendor alignment, service standardization, and spec rationalization
- Designed supply chain for \$100MM category driving 8% cost savings and adding significant agility and efficiency to the system
- Led engagement working with an Air Force program office to assess and optimize the annual ~\$1B support contract for a front-line weapons system; identified 19% cost reductions from proposed support versus operational and strategic needs
- Led multiple workstreams assessing future support model for critical components of organizations, defining the best future state model and determining what capabilities to outsource and what needed to be insourced. Designed entire supply chain function for regional retailer including DC site selection, organizational design, and people management programs
- Designed large scale enterprise reporting schema for global software provider, enhancing decision making and supporting visibility and transparency into all corporate functions. Surfaced multiple opportunities for process optimization and improved ways of working while providing near real time information on performance and forecasting

EDUCATION & TECHNICAL SKILLS

- MBA, Goizueta Business School, Emory University



Chris Martoglio – Subject Matter Expert

EXECUTIVE SUMMARY

Senior supply chain expert in strategic and tactical planning and execution. Decades of experience across industries including utility, chemical, food, manufacturing, biotech, hi-tech, and federal, state, and local governments. Subject matter expert to global consulting firms. Thought leader in relational contracts, contract simplification, contract automation, and project delivery methods.

KEY CATEGORIES

Engineered equipment including nearly all utility categories, MRO, Chemicals, Transportation, Travel, Facilities, Packaging, Retail Buildout

SELECT PROFESSIONAL EXPERIENCE & ENGAGEMENT

- Chris provides consulting clients in the areas of capital construction, sourcing, contract and supplier management, plant and facility operations and maintenance, alternative contracting approaches, and supply chain disruption risk management.
- With over 30 years of consulting experience, Chris has managed well over 100 client engagements in NA, LA, Europe, and Asia, and has been involved in developing numerous sourcing strategies, inventory models, and working with clients across multiple industries to address critical supply chain issues.
- Chris specializes in driving innovation in sourcing and contracting strategies, and supplier relationships. He has created highly innovative contracting and supplier development strategies that has produced results beyond what both clients and suppliers thought possible. He uses a collaborative, open approach to negotiations, seeking to leverage and further develop the best that suppliers have to offer. He has deep expertise in applying technology solutions in client engagements to drive down spend, improve compliance, and reduce risk.
- Chris has worked for clients as varied as TVA, DuPont and Ann Taylor, and performed engagements from sourcing industrial equipment, engineering services, and healthcare, to organization development, and IT implementations.
- Chris started his career in electric utility engineering and construction and has spent most of his career in management consulting and delivering managed services with an emphasis on realizing savings and supply chain stability through sourcing and contracting strategies, and supplier relationship management.

EDUCATION & TECHNICAL SKILLS

- Chris received his undergraduate degrees in Engineering and his MBA all from University of Toledo.



Tom Lu – Consultant Team Lead

EXECUTIVE SUMMARY

Global Procurement and Sourcing leader specialized in accelerated cost savings in fast-paced, changing environments. Deep, long tenured experience with Utilities and Oil & Gas clients with high-level regulatory requirements. Leader in developing and implementing category strategies across a broad range of goods and services – both direct supplies and indirect goods and services.

KEY CATEGORIES

Distribution Line, Distribution Sector consisting of ~20 materials and services categories, Power Generation, Nuclear, Distribution and Transmission, Facilities Management assessment, Fleet Vehicles, Marine, HR services, Contingent Labor

SELECT PROFESSIONAL EXPERIENCE & ENGAGEMENT

Fortune 500 Gulf Coast integrated energy and utility serving 3 million customers:

- Distribution Plan Strategy: led development of a \$2B in spend covering ~20 materials and services category in support of hardening of the electric distribution system.
- Category Management Process and Tools: developed All-In-One Reference Tool (ART) as the category management reference tool for processes, templates, and market/industry information for Supply Chain department to use in day-to-day activities.

Oil and Gas operator specialized in fracking with \$7B in annual revenue:

- Fleet Transformation: Independent Contractor sourcing Fleet vehicles including vehicle acquisition, remarketing, maintenance, and outsourced services resulting in \$1.6M savings on \$11 Million annual spend and efficiency through outsourcing of function and processes to an integrated Fleet Management Company.
- Ariba P2P Setup: Coordinated the data elements and category hierarchy mapping to facilitate implementation of SAP Ariba platform for procure-to-pay functionality

International Fortune 10 Oil and Gas Company:

- Category Management Deployment: stood up a new region's supply chain team of 22 Procurement and Supply Chain Management members by identifying and analyzing spend and contracts then prioritizing and aligning with government regulation requirements.
- Strategic Sourcing Training: conducted more than 60 training sessions to more than 200 sourcing and supply chain practitioners covering topics ranging from Category Management, Cost Modeling, Supplier Management, Market Sector Strategies, Contracting, and Sourcing related topics.
- Process Improvement: Assessed and designed optimized processes including reducing the materials receiving and customs clearance from over 120 days to 26, eProcurement process to expedite Indirect categories, and a budget forecasting and tracking tool for all material and services.

Western US Multi-Commodity Utility company:

- Market Sector Strategy: EPC services in support of more than 50 sites across Northern CA outlining a playbook of top tier engineering firms and utilization of Diverse/Minority owned contractors and subcontractors.
- IT Software Sourcing: Negotiated the renewal of enterprise software and purchase of shrink in excess of \$12M.

EDUCATION & TECHNICAL SKILLS

- Nova Southeastern University, Huizinga College of Business – Masters of Business Administration (MBA)
- University of Central Florida, Bachelor of Science – Marketing



Ryan Wolff – Category Manager

EXECUTIVE SUMMARY

Best Practice-focused, strategic-thinking professional with over a decade of experience in building relationships, cultivating partnerships, executing strategic initiatives and producing positive and lasting results that ensure operational success and growth. Independent and self-motivated leader with expertise in managing large staff as well as expanding enterprise system integration, persuasively negotiating effective and efficient acquisitions utilizing world class best practices, developing and implementing strategic policies and tested performance models, project management practices, control and contingency mechanisms as well as analytical projections, in order to deliver best in class solutions that meet short- and long-term strategies.

KEY CATEGORIES

Technology, construction, professional services, architecture, engineering.

SELECT PROFESSIONAL EXPERIENCE & ENGAGEMENT

West Coast Based Electric and Gas Infrastructure Company: Strategic Category Manager

- Manage and coordinate project activities for large-scale categories, ranging from \$85M to \$200M in annual spend including leading negotiations of complex, high risk agreements, strategic projects, policy compliance and management
- Perform thorough policy and procedural analysis to support the development, execution and management of category and project plans, identify opportunities for operational efficiencies, drive cost savings and innovation, manage/mitigate risk associated with project and project deliverables/goal
- Interpret policy and contractual obligations and manage conflict resolution with suppliers/contractors/stakeholders/staff to drive resolution and formalize positive and beneficial policy-based outcomes
- Coordinate/facilitate cross functional team projects with representatives from various Business Team for stakeholder alignment, Diverse Business Enterprise, Supply Operations, Government Relations, Insurance & Risk Advisory, Safety, Tax, Cybersecurity, Audit, Privacy, on complex projects, policy and contractual issues.

U.S. Top 5 Best Public University: Purchasing and Finance Manager

- Responsible for direct management and oversight of the Purchasing and Finance team within UCSD Health Information Services (IS) including continuous improvement, change management, engagement efforts and outreach and identified key areas of need and opportunity that align with operational priorities.
- Directly accountable for the administration and negotiation of 240+ internal and enterprise wide contracts with total expenditures over 300 million dollars.

EDUCATION & TECHNICAL SKILLS

- Masters of Public Policy & Administration: Northwestern University, Expected Graduation: 2022 - 2023
- Masters of Arts - Procurement & Acquisition Management: Webster University
- Bachelor of Arts - Political Science, Minor: History: University of Missouri



Sami Patel – Material Planner

EXECUTIVE SUMMARY

Experience managing and assisting with consulting engagements related to logistics and supply chain services for clients across multiple industries, with a focus on strategic sourcing, procurement spend analytics, logistics network optimization, and supply chain strategy/transformation.

KEY CATEGORIES

Managed Transportation Services, Multi-modal Asset and Brokered Freight, 3PL Management, Fleet Management, Warehouse Management, End-To-End Supply Chain Management, Warehouse Management Systems (WMS), Transportation Management Systems (TMS), Supply Chain visibility tools

SELECT PROFESSIONAL EXPERIENCE & ENGAGEMENT

Procurement Spend Analytics:

- Led a Business Intelligence (BI) development and roll-out which entailed building automated data cleaning workflows, merging data-sets from different ERPs, gathering client requirements, and developing visualizations to display cost and service metrics by shipment, BU, date, location, and category.
- Led data analysis activities and created tools to support a 3PL in creating an truckload freight cost index to support business development and pricing teams by aggregating data queried from benchmarking services and internal historical data into data prep and data visualization tools (Tableau suite).
- Developed a suite of Tableau Prep and Tableau-based dashboard

Logistics Network and Inventory Optimization:

- Conducted in-depth transportation optimization study analyzing optimal cost, service, network layout, inventory levels, site requirements, and transportation consolidation for \$26.3B food and beverage customer.
- Developed multi-customer warehouse solutions to maximize real-estate utilization while leveraging joint consolidation opportunities for freight bound to major retailers like Walmart, Target, and Amazon.
- Developed and implemented inventory management processes and configured warehouse inventory slotting and strategic item placement to optimize picking times and increase throughput across 11 warehouses, ranging between 200K to 1.2M SQFT.

Strategic Sourcing:

- Led and supported a 3rd Party Logistics (3PL) company through quarterly and annual truckload (TL) and less-than-truckload (LTL) procurement events with 500+ vendors for \$200M of annual freight, generating 3% to 5% in average savings.

Supply Chain Strategy and Transformation:

- Supported a \$15B conglomerate through ERP harmonization and related inventory and transportation centralization between 8 business units. Engaged in the selection and subsequent integration of a 3PL provider. Developed and implemented new labor plans and operational processes using expertise in transportation planning/optimization, operations, freight bill/audit/payment (FBAP), and data interchange (EDI).

EDUCATION & TECHNICAL SKILLS

- Bachelor of Science, Business Administration, University of South Carolina – Focus: Global Supply Chain/Operations Management
- SC0x: Supply Chain Analytics – Massachusetts Institute of Technology (MIT); Issued July 2020
- Tableau Certified Desktop Specialist – Tableau; Issued May 2020
- Certified Scrum Master (CSM) – Scrum Alliance; Issued May 2018, expired May 2020
- Lean Six Sigma Yellow Belt Certification – Husqvarna Group, Orangeburg, SC
- Online coursework - Python, R, Excel VBA Macros, Business Analytics, SQL, Tableau 10, and Tableau Prep



Jordan Lehman – Material Planner

EXECUTIVE SUMMARY

Familiarity in both public and private sector procurement and sourcing. Primary experience has been across the utilities, MRO, and Government space, managing and supporting strategic sourcing initiatives, developing RFPs, spend analytics and dashboard creation, contract management and negotiation, software implementation and training, and process design.

KEY CATEGORIES

MRO, Utilities (Grid Modernization/Grid Technology), Software and Software Development (off the shelf and custom), Professional Services and Supplemental Labor, Facilities Management and Services, Construction Services, Telecom

SELECT PROFESSIONAL EXPERIENCE & ENGAGEMENT

- **Strategic Sourcing:** Lead the Direct Services portfolio at a West Coast based, top 5 U.S. electric utility company, supplying power to a population of over 14 million. Responsible for sourcing initiatives across the Grid Modernization/Grid Tech teams, often for proprietary or cutting-edge technologies. Developed RFX events in conjunction with business partners, negotiated savings and favorable contractual terms for a variety of services, software, and hardware. Worked with leadership to improve processes and collaboration with business partners in order to streamline the procurement process.
- **Organizational Design:** Assisted in the creation of a Supply Chain division for state government. Sourced and implemented software, developed process flows, trained buyers and warehouse staff.
- **Spend Analytics:** Created consulting rate tool to help analyze rate cards for key consulting partners in order to leverage spend in negotiations across different areas of business. Responsible for weekly/monthly/quarterly spend reporting. Created supplier specific and portfolio-wide dashboards for multiple clients. Developed ROI calculations for contract usage by analyzing internal spend, 3rd party and vendor data, as well as industry inflation data. Experienced in extracting, cleansing, and organizing large data sets and well as utilizing different BI systems for analysis.
- **Group Purchasing Organization (GPO) Assessment:** Acted as a GPO for the affordable housing industry, analyzing current client spend, recommending contracts, and developing reporting to quantify savings.

EDUCATION & TECHNICAL SKILLS

- Bachelor of Supply Chain Management with High Honor: Michigan State University



T. Nicole Linder – Material Planner

EXECUTIVE SUMMARY

Detail oriented buyer experienced across multiple systems. Passionate about collaboratively working with internal customers to meet their needs and provide exceptional support. Partner with suppliers to negotiate favorable agreements and win-win solutions to maintain strong partnerships.

KEY SYSTEMS AND TOOLS

Oracle ES & ERP, SAP, Esker, Aeroexchange, I Procurement, RQS, SQL, PeopleSoft Financial, Microsoft Office Suite, Visio, SharePoint, Big Machine, Tableau, Team Georgia Marketplace, Works Payment System, Netsecure, AS/400 Basics, Bomgar

SELECT PROFESSIONAL EXPERIENCE & ENGAGEMENT

Paris, France Based Multinational Pharmaceutical and Healthcare Company: Buyer Packaging

- Act as liaison between suppliers and departments to resolve procurement and customs-related issues.
- Execute the update of the new items and report standard cost and unit of measure.
- Review and evaluate cost agreements for necessary/acceptable contract terms and conditions.
- Maintain and approve supplier cost agreements. Work to meet cost savings targets.

U.S. Cement and Concrete Manufacturer: Raw Material Buyer

- Create Purchase Orders within SAP. Research and evaluate suppliers based on price, quality, selection, service, support, availability and other relevant factors. Issue PO for raw materials.
- Assist the Sourcing team in the research, interviewing, and negotiating with suppliers to obtain prices.
- Review open orders to ensure Purchase Orders are not duplicated. Evaluate and update when new item is added to inventory.

Major International Airline with service to over 60 countries and 300 destinations: Materials Analyst

- Review fleets EP23 to ensure all materials are available and set up correctly in SAP.
- Review open orders to ensure parts are delivered to meet the projects start date.
- Work with the vendor to ensure arrival of materials for assigned aircrafts.
- Identify appropriate supplier and submit RFQ/ RFPs for various parts.
- Transfer materials between MRO sites via cargo or other forwarders.
- Checked stock in SAP to ensure inventory is available for pre-pulls.
- Created shortages on missing parts and closed the shortage once received at the assigned location.
- Submit production order request to create materials as needed.

EDUCATION & TECHNICAL SKILLS

- Strayer University, Atlanta, GA. MBA concentration in Information Security Management – In Process
- American InterContinental University, Atlanta, GA. Bachelor of Arts in Business Administration



Theresa Laryea – Material Planner

EXECUTIVE SUMMARY

A dynamic, highly motivated, energetic and experienced Buyer/ Procurement Specialist looking for an opportunity to work with a company where my prior experience can be used to contribute to their growth. Also, as an open minded and evolving person, looking to learn new ways to enhance my career.

SELECT PROFESSIONAL EXPERIENCE & ENGAGEMENT

Supplier for Educational Resources for Ghana: International Buyer

- Sourced new vendors and products in an effort to boost the range of products offered in store locations while reducing costs through strategic contract negotiations.
- Negotiated and reviewed terms and conditions with suppliers to ensure best terms and prices at all times
- Prepared and managed RFP/RFQ proposals and Purchase agreements and evaluated quotations.
- Maintained computerized purchasing and inventory records, purchases, costs, delivery, product quality and performance.

Specialized Toys Manufacturer and Distributor: Procurement and Sourcing Specialist

- Interacted with vendors, store managers and other stakeholders to maintain on-time deliveries.
- Monitored and analyzed sales records, trends or economic conditions to anticipate consumer buying patterns and determine suitable type and quantity of company inventory items.
- Oversaw procurement of multimedia Educational products for retail stores monitoring annual budget.
- Reviewed each store location's buying trends to ascertain correct assortment of products for maximum sales and profits.

IT Provider for Airline Industry: Regional Buyer

- Reviewed proposals, qualified vendors and recommended optimal suppliers.
- Oversaw budget and purchasing needs. Reviewed requisitions and prepared all Purchase Orders by comparing items requested to master list, clarified unclear items.
- Determined lowest possible cost, factoring in quality and reliability.
- Negotiated contracts and prices to determine the best deal and saved approximately 22% annually.
- Managed vendor purchase order dispatch, delivery and invoicing to set contractual guidelines and maintain budgetary regulations.
- Ensured compliance of procurement transactions with applicable company policies and procedures.
- Ensured orders entered into and updated within appropriate Cost Centers accurately and timely.

EDUCATION & TECHNICAL SKILLS

- Bachelor of Business Administration, Purchasing & Supply – University of Ghana – Accra, Ghana



Antonio Chavez – Material Planner

EXECUTIVE SUMMARY

A certified and proactive supply chain professional with experience leading Global Supply Chain Operations teams. An expert in continuous process improvement sourcing direct, indirect, and CAPEX with a successful track record in cost reduction.

KEY SKILLS

MRP/ERP, Risk Management, Cost Analysis and Modeling, Project Management, Operations Management, Category Management, Materials Management, Root Cause Analysis, Vendor Management, KPI's Development, NPD Process, Supplier Development, Continuous Improvement, Global Sourcing, Team Management, Contract Mgmt./ Negotiation, Strategic Sourcing

SELECT PROFESSIONAL EXPERIENCE & ENGAGEMENT

Multinational Provider of Pharmaceuticals, Development, Drug Manufacturing, and Consumer Health Products: Senior Supply Chain Manager

- Lead and direct Supply Chain Planning and Buying activities for the Madison site. Manage customer delivery schedules, Sales Order Processing, Demand Management, Sales and Operations Planning (S&OP), Master Production Scheduling (MPS), Procurement, Capacity Planning, Manufacturing Work Order generation, Supply Chain reporting, and JDE Master Data Management.
- Developed, Champion the creation of a Supply Chain Health Dashboard resulting in improved visibility, 35% reduction of premium freight and 40% improvement on readiness to execute.
- Established effective processes to monitor and track critical materials resulting on 20% improvement to OTD metrics.

International Advanced Materials Manufacturer: Supply Chain and Materials Manager:

- Provided leadership and direction to procurement, production planning, inventory control and materials management teams. Designated SME for all aspects of supply chain management for assigned Life Sciences manufacturing facility
- Implementation of site S&OP to ensure adherence to Global Divisional requirements.
- 100% customer fill rates during COVID pandemic.
- Managed and directed supply chain crews to ensure safety awareness and safe work practices.

Private Mutual Insurance Company: Senior Sourcing Consultant

- Responsible to oversee contracts transition of a newly acquired business unit to AmFam's in adherence to approved established category strategies. Served as the project manager for the entire sourcing event to deliver solutions to stakeholders, managing every aspect of the project and approving contract terms, and spend budgets.
- Consolidated supplier's contracts to match business needs resulting on \$11.9 million dollars savings.
- Assured compliance to contract approval process and data security requirements.

EDUCATION & TECHNICAL SKILLS

- University of Wisconsin – STOUT, Menomonie, WI – Master's Operations and Supply Management
- Instituto Universitario del Estado de Mexico, Toluca, Mexico – B.S. Business Management
- APICS – CPIM
- ISM – CPSM, CPSD
- In Progress: PMI – PMP, ASQ – Six Sigma Green Belt



John Singleton – Material Planner

EXECUTIVE SUMMARY

Hardworking, self-motivated Purchasing and Supply Chain professional looking to further career in the manufacturing/purchasing field. Demonstrated proven abilities to save company money on raw materials, manufacturing equipment, and personal protective equipment; experienced with warehouse, storage, and packaging design improvement

KEY SKILLS AND TOOLS

Multiple ERP Systems, MRP Implementation, Training and Change Management, Procurement Process, Production Planning, Sourcing, Supplier Management, Contract Negotiation, Risk Assessment, Inventory Management, and Process Improvement, Microsoft D365, Infor, SAP, Visual Manufacturing, MRP, C++ Programming, Microsoft Excel, PowerPoint, Word, forecasting, CPR certified, ISO and FDA, Chemical and Dangerous Goods Procurement, International Shipment Logistics

SELECT PROFESSIONAL EXPERIENCE & ENGAGEMENT

Dental Industry Leader in Dental Products: Senior Buyer

- Responsible for purchasing all chemical, packaging, labeling, castings, stampings, MRO, CAPEX, and managed all vendors for these items as well as our VMI/consignment vendors and any vendors utilized for equipment and building renovation purchases.
- Helped ensure compliance by working as part of the internal audit team and as main contact for the department.
- Looked at as a leader and back-up to Supply Chain Manager and Material Planner, as well as utilized to train multiple other Buyers and created a variety of training and instruction documents for Purchasing and Planning Procedures.

Fencing and Deck Railing Manufacturer and Service Provider: Purchasing Manager

- Supply chain optimization, commodity restructuring achieving long range organizational goals for cost reduction, supply efficiency, and strategic sourcing initiatives.
- Manage external supply base, achieve company business objectives and analyze financial impact of order policy, supply chain health and capabilities resulting in improved overall price, total cost of ownership, service levels and support.
- Implement strategic commodity sourcing process to identify and address highest priority weaknesses.
- Supervise Material Planning, Purchasing, Receiving, Quality Assurance, and Inventory Control departments.
- Work with Supply Chain Manager to maintain and develop new vendor relationships, organize plant layout, implement QA/QC procedures

EDUCATION & TECHNICAL SKILLS

- Bachelor of Science, Interdisciplinary Science: Purdue University, West Lafayette, IN



Formal Bid and Award System

Award #6 September 15, 2022

Type of Award Request: REQUEST FOR PROPOSAL (RFP)
Requestor Name: Spell, Bryan C., Mgr Water & Sewer Preventative Maintenance
Requestor Phone: (904) 564-0466
Project Title: JEA Wastewater Capacity Management, Operations, and Maintenance Program
Cost Center: HW30606 (line 916)
Project Location: JEA
Funds: O&M
Budget Estimate: \$325,000.00

Scope of Work:

This request is for approval to solicit proposals to provide an assessment of the JEA Wastewater Capacity Management, Operations, and Maintenance (CMOM) Program. The goal of the assessment will be to identify activities and programs within the CMOM Program that are working well and provide recommendations where the utility can reach higher levels of care and/or documentation, especially as these relate to potential impacts on the St. Johns River to ensure JEA continues to be a steward to the environment.

The goal of an effective CMOM Program is to reduce and potentially prevent Sanitary Sewer Overflows. An effective CMOM Program can achieve this goal through risk-based optimization of a utility’s staff and material resources often resulting in a shift from a reactive operating context to a preventative one. Optimization leads to operational efficiencies that lower risk and increase cost savings. Key focus areas include total production, efficiency, quality, and effectiveness. Additionally, the CMOM Program framework improves documentation and communication between internal stakeholders as well as with the public and regulators, as appropriate.

JEA IFB/RFP/State/City/GSA#: 1410653046
Purchasing Agent: Kruck, Dan
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
KIMLEY-HORN AND ASSOCIATES, INC.	Kelly Smith	kelly.smith@kimley-horn.com	12740 Gran Bay Parkway West, Suite 2350, Jacksonville, FL 32258	(904) 828-3900	\$324,923.70

Amount for entire term of Contract/PO: \$324,923.70
Award Amount for remainder of this FY: \$0.00
Length of Contract/PO Term: Project Completion
Begin Date: 10/03/2022
End Date: Project Completion (Expected: May 2023)
JSEB Evaluation Criteria: N/A - Optional

PROPOSERS:

Name	Amount	Rank
KIMLEY-HORN AND ASSOCIATES, INC.	\$324,923.70	1
JAKAP CONSULTING, LLC	N/A	2

Background/Recommendations:

Advertised on 04/04/2022. Four (4) prime companies attended the mandatory pre-proposal meeting held on 04/11/2022. At proposal opening on 05/03/2022, JEA received two (2) proposals. JEA contacted the non-submitting companies and they indicated the CMOM Program scope of work was small and specialized, as the reason for not submitting a proposal. The public evaluation meeting was held on 06/10/2022 and JEA deemed Kimley-Horn and Associates, Inc. most qualified to perform the work. A copy of the evaluation matrix and negotiated fees are attached for reference.

The hourly rates used to determine the fee were compared to past contracts and deemed reasonable.

1410653046 – Request approval to award a contract to Kimley-Horn and Associates, Inc. for the Wastewater Capacity Management, Operations, and Maintenance Program study, in the amount of \$324,923.70, subject to the availability of lawfully appropriated funds.

Director: Scheel, Jackie B. - Dir W/WW Reuse Delivery & Collection

VP: Vu, Hai X. - VP Water Wastewater Systems

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**

1410653046 JEA Wastewater Capacity Management, Operations, and Maintenance Program

Vendor Rankings	Bryan Spell	Justin Sencer	Nate Rouse	Σ Rank	Rank
Kimley-Horn and Associates, Inc.	2	1	1	4	1
JAKAP Consulting, LLC	1	2	2	5	2

Bryan Spell	Professional Staff Experience Points (25)	Program Approach and Work Plan (35 Points)	Company Experience (40 Points)	Total	Rank
Kimley-Horn and Associates, Inc.	18	28	34	80.00	2
JAKAP Consulting, LLC	25	31	36	92.00	1

Justin Sencer	Professional Staff Experience Points (25)	Program Approach and Work Plan (35 Points)	Company Experience (40 Points)	Total	Rank
Kimley-Horn and Associates, Inc.	20	16	20	56.00	1
JAKAP Consulting, LLC	17.5	10	20	47.50	2

Nate Rouse	Professional Staff Experience Points (25)	Program Approach and Work Plan (35 Points)	Company Experience (40 Points)	Total	Rank
Kimley-Horn and Associates, Inc.	17.5	32	40	89.50	1
JAKAP Consulting, LLC	25	28	35	88.00	2

Overall Averages	Professional Staff Experience Points (25)	Program Approach and Work Plan (35 Points)	Company Experience (40 Points)	Total
Kimley-Horn and Associates, Inc.	18.50	25.33	31.33	75.17
JAKAP Consulting, LLC	22.50	23.00	30.33	75.83

EXHIBIT B

JEA Wastewater Capacity Management, Operations, and Maintenance Program
Solicitation Number 1410653046
Fee Schedule

Task	Description	Kimley-Horn						Blue Cypress						Total Hours	Labor Total	Estimated Expenses	Grand Total		
		Senior Project Manager	Asset Management	Senior GIS Specialist	GIS Analyst	Engineering Analyst	Clerical/ Admin	Clerical/ Admin	UM Analyst II	UM Consultant I	UM Consultant II	UM Consultant III	UM Senior Consultant I					UM Senior Consultant II	UM Senior Consultant III
		\$ 280.00	\$ 330.00	\$ 190.00	\$ 115.00	\$ 125.00	\$ 90.00	\$ 90.00	\$ 117.88	\$ 128.13	\$ 143.50	\$ 153.75	\$ 205.00					\$ 230.63	\$ 307.50
1	Project Kick Off with JEA Management																		
1.1	Develop project documents and filing systems for the project that will consist of a project management plan, project schedule,	5				10	5	5		3				2	30	\$ 4,595.50		\$ 4,595.50	
1.2	Schedule a Project Kick-off with JEA management	5				10	2			5				2	24	\$ 4,162.50		\$ 4,162.50	
1.3	Set up bi-weekly progress meetings with the JEA project management and KH PM to review status of project tasks and	10	5			10	5			10				10	50	\$ 10,660.00		\$ 10,660.00	
1.3 A	KH will prepare meeting agendas prior to progress meetings	5				10	5							5	25	\$ 4,637.50		\$ 4,637.50	
1.3 B	KH will prepare meeting summary documentation and notes	5				10	5								20	\$ 3,100.00		\$ 3,100.00	
1.4	KH will provide monthly status reports with invoices which will include a summary of the month's bi-weekly project management	6				6	6	6						5	29	\$ 5,047.50		\$ 5,047.50	
	TASK 1 TOTAL	36	5	0	0	56	28	11	0	0	18	0	0	24	178	\$ 32,203.00	\$ 3,030.00	\$ 35,233.00	
2	Data Analysis and Documentation																		
2.1	KH will compile a preliminary list of data and documents to be reviewed. The data do document collection will begin with JEA	2				10			5					2	19	\$ 3,014.40		\$ 3,014.40	
2.1 A	KH will review the information received and determine if additional information is needed	2				15			10	5				5	37	\$ 5,868.80		\$ 5,868.80	
2.2	A data and document log will be maintained to track the status of the request and document all information provided by JEA	2				8			5					2	17	\$ 2,764.40		\$ 2,764.40	
2.3	KH will perform a review and analysis of collection system data and documents provided by JEA in preparation for conducting staff	2			15	10			120	0	40			10	197	\$ 26,495.60		\$ 26,495.60	
	TASK 2 TOTAL	8	0	0	15	43	0	0	140	0	45	0	0	19	270	\$ 38,143.20		\$ 38,143.20	
3	Interviews and Field Visits																		
3.1	Staff interviews	70				20			28	52	28			52	250	\$ 52,071.40		\$ 52,071.40	
3.2	Field Visits	50.4				62.4				58.8				49.8	221.4	\$ 45,663.30		\$ 45,663.30	
	TASK 3 TOTAL	120.4	0	0	0	82.4	0	0	28	52	86.8	0	0	101.8	471.4	\$ 97,734.70	\$ 4,820.00	\$ 102,554.70	
4	Findings and Recommendations																		
4.1	CMOM Program Assessment Workshop	15	5			20				10				15	65	\$ 14,397.50	\$ 2,500.00	\$ 16,897.50	
4.2	CMOM Program Assessment Analysis	15	5			80	5		20	20				15	160	\$ 26,345.10		\$ 26,345.10	
4.3	Findings and Recommendations Workshop	15	5			30				20				20	90	\$ 18,620.00		\$ 18,620.00	
4.4	Project Grouping Workshop	15	5			30			15	15				20	100	\$ 19,824.45		\$ 19,824.45	
	TASK 4 TOTAL	60	20	0	0	160	5	0	0	35	65	0	0	70	415	\$ 79,187.05	\$ 7,210.00	\$ 86,397.05	
5	Continual Improvement Plan																		
5.1	KH will prepare a draft Continual Improvement Plan and submit it to JEA for review and comment	15	15	10	20	20			25	20				10	135	\$ 24,998.25		\$ 24,998.25	
5.2	KH will meet with JEA to review Plan and solicit input and comments prior to finalizing the Plan	5				2				5				4	16	\$ 3,597.50		\$ 3,597.50	
5.3	KH will prepare and submit a Final Continual Improvement Plan	15				15				10				5	45	\$ 9,047.50		\$ 9,047.50	
	TASK 5 TOTAL	35	15	10	20	37	0	0	0	25	35	0	0	19	196	\$ 37,643.25		\$ 37,643.25	
6	Final Presentation																		
6.1	KH will draft a PowerPoint presentation to review the CMOM Program Assessment and Continual Improvement Plan	15				10				10				10	45	\$ 9,960.00		\$ 9,960.00	
6.1 A	One review meeting will be held with JEA PM to review and refine the presentation	5				5				5				5	20	\$ 4,280.00		\$ 4,280.00	
6.2	KH will conduct a final CMOM Presentation Workshop to review the 2022 CMOM Program Assessment and provide JEA with the	16				5								15	36	\$ 9,717.50		\$ 9,717.50	
	TASK 6 TOTAL	36	0	0	0	20	0	0	0	15	0	0	0	30	101	\$ 23,957.50	\$ 995.00	\$ 24,952.50	
	TOTAL	295.4	40	10	35	398.4	33	11	168	112	264.8	0	0	263.8	1631.4	\$ 308,868.70	\$ 16,055.00	\$ 324,923.70	



Formal Bid and Award System

Award #7 September 15, 2022

Type of Award Request: CONTRACT INCREASE - RATIFICATION
Requestor Name: Hightower, Justin
Requestor Phone: (904) 665-8357
Project Title: JEA Tire Maintenance and Repair Services
Project Numbers: Various
Project Location: JEA
Funds: O&M
Budget Estimate: \$402,111.52

Scope of Work:

The purpose of this contract amendment is to increase the original award amount from the April 16, 2020, Awards Committee. The primary purpose of the original solicitation was to solicit pricing for JEA Tire Maintenance and Repair Services. The services performed under this scope are for the purchase of new tires, preventative maintenance, corrective maintenance, yard checks, and road calls to support JEA operations.

JEA IFB/RFP/State/City/GSA#: 018-20
Purchasing Agent: Bayouth, Eddie
Is this a Ratification?: YES[MJGDPS1]

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Telephone	Address	Change Amount
DAVIS TIRE CENTER, INC.	Becky Davis	becky@davistirecenter.com	904-503-3424	5971 West Beaver Street, Jacksonville, FL 32254	\$402,111.52

Original Award Amount: \$1,101,837.50
Date of Original Award: 04/16/2020
Contract Increase Amount: \$402,111.52
New Not-to-Exceed Amount: \$1,503,949.02
Begin Date (mm/dd/yyyy): 06/05/2020
End Date (mm/dd/yyyy): 06/04/2023
Renewal Options: None
JSEB Requirement: N/A – No JSEBs available

Background/Recommendations:

Originally bid and approved by the Awards Committee on 04/16/2020. The pricing structure of the solicitation and subsequent award is based on a percentage discount on tires found on FSA, GSA, and Sourcewell agreements, along with the services provided by the vendor being competitively bid and falling into pre-established fixed price jobs along with an established time and material for all extras not anticipated. The number of services was merely a projection and was anticipated to fluctuate depending on actual usage

of the vehicle, future fleet purchases and retirements, the severity and frequency of repairs, the price of tires, along with fleet plans as part of JEA growth.

This request is to increase the Davis Tire Center, Inc. contract by \$402,111.52 to cover projected expenditures through the remainder of the contract. The projected spend through contract term is based on the average spend over the past twenty-seven months of this contract. The increase is largely attributed to increased service calls and the increase in tire cost. The volume of requests for field service and after-hours calls exceeded the original estimated quantities by more than one hundred calls annually. In addition to the higher service call volumes, the cost of tires, which is tied directly to the Published Fleet/Government/Utilities Pricing Agreements, has increased by 27% over the past two years. It should be noted that Fleet Services concentrated focus on increasing the use of retreads, rather than replacing with new tires minimized the impact of these tire purchase price increases to JEA, but retreads are not a practical solution for all applications.

Request approval to award a contract increase to Davis Tire Center, Inc. in the amount of \$402,111.52, for a new not-to-exceed amount of \$1,503,949.02 to provide Tire Maintenance and Repair Services, subject to the availability of lawfully appropriated funds.

Manager: Hightower, Justin - Manager, Fleet Services & Business Operations
Director: Brunell, Baley – Director, Facilities and Fleet Services
VP: McElroy, Alan - VP of Supply Chain and Operations Support

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**



Formal Bid and Award System

Award #8 September 15, 2022

Type of Award Request: JOINT PROJECT

Requestor Name: Ralph, Mark

Requestor Phone: (904) 855-9361

Project Title: Interstate 95 and Martin Luther King, Jr. Parkway Interchange Water Main Replacement and Sewer Rehabilitation

Project Number: 8006300 (W), 8007955 (S)

Project Location: JEA

Funds: Capital

Estimate: \$1,461,064.96 (W); \$400,000 (S) = 1,861,064.96

Scope of Work:

The Florida Department of Transportation (FDOT) Contractor will replace a sewer trunk main and the old 20-inch cast iron water main within the right of way of FDOT at the Interstate 95 (I-95) and Martin Luther King, Jr. Parkway (MLK) interchange.

The FDOT contractor will modify the I-95 and MLK interchange with lane modifications and construction of a new bridge over MLK. The JEA work includes replacing deteriorating cast iron pipe water main with 2,196 LF of 20-inch ductile iron pipe and 170 LF of 6-inch ductile iron pipe by open cut construction, and 249 LF of 36-inch and 54 LF of 16-inch steel casing by auger bore construction.

Additionally, JEA work will include rehabilitation of two (2) manholes, temporary bypass pumping, and replacement of the CIPP lining of 443 LF of 24-inch vitrified clay (VC) sewer trunk main. This is part of the Large Diameter Pipe (LDP) program.

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

Purchasing Agent: Rix, Lynn W.

Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Address	Phone	Amount
FLORIDA DEPT OF TRANSPORTATION	FDOT, c/o Wells Fargo Bank, N.A., 1 Independent Drive, Jacksonville FL 32202	(813) 225-4338	\$1,861,064.96

Amount for entire term of Contract/PO: \$1,861,064.96

Award Amount for remainder of this FY: \$1,861,064.96

Length of Contract/PO Term: Project Completion

Begin Date: 09/30/2022

End Date: Project Completion (Estimated: May 2025)

JSEB Requirement: N/A - FDOT

BIDDER:

Name	Amount
FLORIDA DEPT OF TRANSPORTATION	\$1,861,064.96

Background/Recommendations:

JEA’s water main and sewer trunk main are within the FDOT’s footprint/right-of-way for lane modifications and a new bridge construction project. This work will replace deteriorating cast iron pipe of the water main and repair VC sewer trunk main within the limits of the FDOT project.

JEA’s utility construction work will be included with FDOT’s bid and constructed by FDOT’s contractor via the terms of the existing JEA/FDOT Master Agreement. By doing so, roadway restoration costs will be minimized. Per the terms of the master agreement, JEA is prepaying FDOT for the estimated value of the construction work. If the bid pricing is below the estimate JEA will request a refund of the difference, and if the bid pricing is more than estimated JEA will pay the difference. A copy of the FDOT payment request letter is attached for reference.

Request approval to award payment to Florida Department of Transportation for I-95 and MLK Interchange Water Main Replacement and Sewer Rehabilitation project in the amount of \$1,861,064.96, subject to the availability of lawfully appropriated funds.

- Manager:** Sulayman, Mickhael S. – Senior Manager Project Management
- Director:** Conner, Sean M. - Dir W/WW Project Engineering & Construction
- VP:** Vu, Hai X. - VP Water Wastewater Systems

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**



Florida Department of Transportation

1109 S. Marion Avenue MS 2024
Lake City, FL 32025

RON DESANTIS
GOVERNOR

Date: 9/12/2022 | 9:15 AM EDT

Mr. Mickhael Sulayman, P.E.
JEA Water & Sewer
21 West Church Street, T4
Jacksonville, Florida 32202-3139

RE: UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT (AT UAO AND FDOT EXPENSE COMBINED)
FPID: 433899-2-56-01
Federal No. – D-222-030-B
County – Duval
State Road – 9 @ SR 115
Project Location – INTERCHANGE - ADD LANES - I-95(SR9) @ SR115(US1)/ML KING/20TH STREET

Dear Mr. Sulayman:

This is your approved **Utility Work Order #4 / Notice to Proceed** in the amount of **\$1,861,064.96** for construction costs needed for JEA Water & Sewer facilities 20" Water Main and Sewer CIPP Pipe Lining on SR 9 @ SR 115 as reflected under the terms of the executed Utility Work by Highway Contractor Master Agreement (at UAO and FDOT Expense Combined) dated December 7, 2000.

Note: The Department of Transportation is requesting the Deposit of the above required funds by 9/20/2022.

Sincerely,

DocuSigned by:
Todd Hunt

6B9D6634951247F...

Todd Hunt
D2 Utilities Administrator

cc: Eric Shimer– Project Management – Email
D2 Estimates – Email
Charmaine Small – OOC General Accounting Office - Email
File – Letter & Agreement

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK ORDER CHANGE NO. 4

Financial Project ID: 433899-2-56-01	Federal Project ID: D222-030-B
County: Duval	State Road No.: 9
District Document No: 1	
Utility Agency/Owner (UAO): JEA Water & Sewer	

- A.
- The Agency is hereby authorized to observe the following changes in the plans and/or specifications to the subject Utility Agreement, and to perform such work accordingly, further described as:
Utility Work by Highway Contractor Master Agreement (At UAO and FDOT Expense Combined)
 - The items of work covered by this Work Order Change are referenced to an Agreement of record dated 12/07/2000, and no Supplemental Agreement is required.

- B.
- The Utility Relocation Work is to conform to that shown by the utility adjustment plans as:
 - ATTACHED.
 - INCLUDED IN THE HIGHWAY CONTRACT PLANS.
 - The cost of this Utility Work is:
 - NONREIMBURSABLE
 - REIMBURSABLE
 - Force Account Method
 - Lump Sum Method
 - Third Party Contract Method

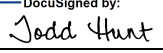
C.

ESTIMATED COST OF WORK DUE TO THIS CHANGE:							
ITEM NO.	ITEM	UNIT	UNIT PRICE	WORK ELIMINATED (-)		ADDITIONAL WORK (+)	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
433899-2-56-01	WO #4						\$1,780,149.09
433899-2-66-01	WO#4						\$80,915.87
Sub-Totals.....							\$1,861,064.96
Net Cost of Construction Changes, this order.....							\$1,861,064.96
Cost of Construction Changes, previously ordered.....							\$163,974.34
Net Total Cost Construction Changes to Date.....						\$2,025,039.30	
Contract Amount.....						\$2,025,039.30	
Estimated Cost of Work Authorized to Date.....						\$2,025,039.30	

Recommended: 05/24/2022 Approved: 9/12/2022 | 9:15 AM EDT Approved: _____ Date _____

Clay Dicks
Digitally signed by Clay Dicks
 DN: cn=Clay Dicks, o=Clay Dicks, ou=Clay Dicks, email=clay.dicks@akinsglobal.com
 Reason: I am the author of this document
 Location: your signing location here
 Date: 2022.05.24 13:55:06-04'07'
 Distinguished Name: cn=Clay Dicks

District Utility Coordinator
 Clay Dicks
 Typed Name

DocuSigned by:

 District Utility Engineer/Administrator
 Todd Hunt
 Typed Name

Division Administrator
 Federal Highway Administration

 Typed Name

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AGREEMENT SUMMARY SHEET

Attach this completed form to the agreement and forward to the LFA Section in the OOC, General Accounting Office, M.S. 42B. If you have any questions, please call 850-414-4867 or 850-414-4889.

1. Participants Name: JEA Water & Sewer
 Participants Address: 21 W. Church St., T-4
 City, State, Zip: Jacksonville, FL 32202-3139
 Contact: Mickhael Sulayman Phone Number: 904-665-8713
 E-Mail Address: sulams@jea.com Fax Number: 904-665-7372
 Federal Employer ID # and address sequence: 592983007004
 FEID# has a verified W-9 registered with the Department of Financial Services: Yes No In Process

2. Refund Address: JEA Payment Processing CC-3, 21 West Church Street
Jacksonville Florida 32202

3. District Contact Person: Todd Hunt Phone Number: (386)-961-7452
 District Number: 2 - Lake City Fax Number: (386)-758-3736

4. Agreement Date: 12/07/2000 5. Date Form Modified: ()

6. Agreement Amount: \$2,025,039.30 7. Escrow Deposit Due Date: 08/15/2022
 Amount Due: \$ \$1,861,064.96 Additional Deposit Due Date: _____
 Amount Due: \$ _____ Additional Deposit Due Date: _____
 Amount Due: \$ _____

8. County Name: Duval 9. FDOT County Number: 72

10. If fund type is LFR/LFRF (Yes No), what is the anticipated start date of the payback: _____
 Is payback to be made in: Scheduled Payments Quarterly Lump Sum

11. Participant is responsible for (check one): 100% Other Percentage (%)
 Bid Items Lump Sum

If participant is responsible for bid items, please complete the attached spreadsheet.

12. Description of work: Construction Costs for JEA water and sewer 20" Water Main and Sewer CIPP Pipe Lining

13. Financial Project # Including 6x Phases	14. Amount	15. Work Program Fund Code	16. Federal Part or Non-Federal Part.	17. Contract #	18. % to Bill
433899-2 -56-01	\$1,780,149.09	LF	1	NA	100%
433899-2-66-01	\$80,915.87	LF	1	NA	100%

19. Has WP been updated to reflect the changes on this form? Yes No

20. Comments: WO #4 Construction costs for JEA water & sewer PSEE funding request updated and revised on 05/20/2022.

**Florida Department of Transportation
Office of the Comptroller
Wire and ACH Instructions**



**Wire and ACH Instructions for Local Funds Being Deposited into the Treasury Cash
Deposit Trust Fund K 11-78 with Department of Financial Services**

Please wire or ACH funds to:
Department of Financial Services
c/o Wells Fargo Bank, N.A.
1 Independent Drive
Jacksonville, Florida 32202
Phone: (813) 225-4338

ESCROW WIRING and ACH INSTRUCTIONS

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial project #

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, please contact Charmaine Small at 850-414-4885 with the following information:

Financial Project Number, Dollar amount of transfer, Name of Participant

It is critical that the above information be provided to the LFA accountants to properly process the deposit.

SUBSTITUTE FORM W9: The Department of Financial Services now requires all entities who receive payments from the State of Florida to have a Substitute Form W-9 on file. All cash disbursements (return of cash collateral or earned income) will be subject to this requirement. The Substitute Form W-9 can be completed online through the State of Florida Vendor Portal Website (<https://flvendor.myfloridacfo.com/>).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT
(AT UAO AND FDOT EXPENSE COMBINED)

THIS AGREEMENT, entered into this 14th day of December, year of 2010 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "FDOT", and TEA, hereinafter referred to as the "UAO";

WITNESSETH:

WHEREAS, the UAO owns, or may in the future own, certain utility facilities which are or may in the future be located on any public roads or publicly owned rail corridors, hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, or placed out of service); and

WHEREAS, the FDOT, engages in projects which involve constructing, reconstructing, or otherwise changing public roads and other improvements located on public roads or publicly owned rail corridors, hereinafter referred to as either the "Project" or "Projects"; and

WHEREAS, the Projects may require the location (vertically and/or horizontally), protection, relocation, adjustment, or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

WHEREAS, the UAO, in accordance with and subject to the limitations of the terms and conditions of this Agreement, may be entitled to be reimbursed for some of the Utility Work and may, under the law of the State of Florida, be obligated to perform other Utility Work at the UAO's sole cost and expense; and

WHEREAS, the FDOT and the UAO have authority to enter into a joint agreement pursuant to Section 337.403(1)(b), Florida Statutes for the Utility Work to be accomplished by the FDOT's contractor as part of the construction of the Projects; and

WHEREAS, the FDOT and the UAO desire to enter into a master agreement which establishes the terms and conditions under which the Utility Work, both for Utility Work to be reimbursed and for Utility Work to be performed at the sole cost and expense of the UAO, will be performed by the FDOT's highway contractor for any particular project and eliminates the need for an individual agreement on each Project;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the FDOT and the UAO hereby agree as follows:

1. Implementing Projects

In the event that the FDOT determines that Utility Work may be necessary for any Project, the following procedure shall apply to implementing the arrangement to have the Utility Work performed by FDOT's highway contractor for that Project, provided that the UAO and the FDOT may mutually agree to combine or eliminate all or any portion of this procedure on any Project:

a. First Contact.

- (1) The FDOT shall send a written notice to the UAO specifying the applicable Project, offering to implement a joint arrangement for the project, providing the FDOT's then current plans for the Project, specifying the current percentages for the Allowances as defined in Subparagraph 3. d. that the FDOT requires at that time, and specifying the return date by which the UAO must comply with Subparagraphs 1.a.(2), (3) and (4).
- (2) The UAO shall, by the date specified by the FDOT in the written notice, respond in writing to the FDOT's offer to implement a joint arrangement, stating whether the UAO desires to implement a joint arrangement or not for the particular Project, specifying what Facilities the UAO does not want to include in the joint arrangement, specifying what inspection and testing activities the UAO desires to have the FDOT perform under Subparagraph 2.e., and specifying the desired method of deposit for funds paid by the UAO under Subparagraph 3.e. Deposits of less than \$100,000.00 must be pre-approved by the FDOT Comptroller's Office.

UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT
(AT UAO AND FDOT EXPENSE COMBINED)

- (3) In the event that the **UAO** timely indicates that it desires to implement a joint arrangement, the **UAC**, shall also return a copy of the **FDOT's** plans on which the location of the existing Facilities is marked or verified to **FDOT's** satisfaction. The **UAO** shall also mark which of the Facilities the **UAO** believes are reimbursable under this Agreement.
 - (4) If the **UAO** believes that the Utility Work is reimbursable under this Agreement, the **UAO** shall, by the date specified by the **FDOT** in the written notice, also return documentation of the basis for entitlement to reimbursement under the provisions of this Agreement, and a preliminary estimate of the cost for the Utility Work. Failure to timely return such documentation shall make the Utility Work not reimbursable.
 - (5) After receipt of the documents required by Subparagraphs 1. a. (2), (3) and (4), the **FDOT** shall send a notice to the **UAO** confirming the implementation of the joint arrangement, and confirming the **FDOT** acceptance of the items specified by the **UAO** under Subparagraph 1.a.(2) above.
 - (6) If the **UAO** fails to respond timely as required above or declines to implement a joint arrangement for the Project, or if the **FDOT** does not accept the items specified by the **UAO** specified under Subparagraph 1.a.(2), this Agreement shall no longer apply to the Utility Work for that Project and the Utility Work for that Project shall be performed under a separate arrangement.
- b. Second Contact.
- (1) After confirmation of the implementation by the **FDOT** pursuant to Subparagraph 1.a.(5) above, the **FDOT** shall, at the appropriate time, send a notice to the **UAO**, along with an updated set of plans for the Project, specifying the time and place of a mandatory utility meeting.
 - (2) A representative of the **UAO** familiar with the Project and the Facilities shall attend the meeting and be prepared to discuss the Project and the design for the Utility Work. The representative shall bring to the meeting a copy of the **FDOT's** updated plans marked with any existing Facilities not accurately shown thereon and marked with a preliminary Utility Work design concept.
- c. Third Contact.
- (1) After the mandatory utility meeting, the **FDOT** shall, at the appropriate time, send the **UAO**:
 - (a) Additional updated **FDOT** plans for the Project;
 - (b) The **FDOT's** then current Utility Work Schedule form (said schedule to be used in the case of a bid rejection);
 - (c) If the Utility Work is reimbursable, the **FDOT's** then current utility estimate summary form;
 - (d) If not previously provided, a notice verifying eligibility for reimbursement or verifying that the Utility Work is not reimbursable;
 - (e) A notice specifying the return date by which the **UAO** must comply with Subparagraph 1.c.(2);
 - (f) A notice specifying whether a utility permit will be required for the Utility Work;
 - (g) A notice verifying the version of the Utility Accommodation Manual that will apply to the Utility Work;
 - (h) A notice verifying the stages for the Plans Package review under Subparagraph 1.c.7.;
 - (i) The current form of Memorandum of Agreement for deposit of funds referred to in Subparagraph 3.e.;
 - (j) The instruction form then being used by the **FDOT** for providing direction in following this process; and
 - (k) Such other information the **FDOT** deems pertinent.
 - (2) Within the time frame specified in this third contact notice, the **UAO** shall return to the **FDOT** a final engineering design, plans, technical special provisions, a cost estimate, and a contingency Utility Work Schedule (said contingency schedule to be used in the case of a bid rejection) for the Utility

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Work (hereinafter referred to as the "Plans Package"). The cost estimate which is part of the Plans Package shall be separated into an amount for the Facilities which are reimbursable and those which are not.

- (3) The Plans Package shall be in the same format as the FDOT's contract documents for the Project and shall be suitable for reproduction.
- (4) Unless otherwise specifically directed in writing, the Plans Package shall include any and all activities and work effort required to perform the Utility Work, including but not limited to, all clearing and grubbing, survey work and shall include a traffic control plan.
- (5) The Plans Package shall be prepared in compliance with the FDOT's Utility Accommodation Manual and the FDOT's Plans Preparation Manual in effect at the time the Plans Package is prepared, and the FDOT's contract documents for the Project. If the FDOT's Plans Preparation Manual has been updated and conflicts with the Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.
- (6) The technical special provisions which are a part of the Plans Package shall be prepared in accordance with the FDOT's guidelines on preparation of technical special provisions and shall not duplicate or change the general contracting provisions of the FDOT's Standard Specifications for Road and Bridge Construction and any Supplemental Specifications, Special Provisions, or Developmental Specifications of the FDOT for the Project.
- (7) UAO shall provide a copy of the proposed Plans Package to the FDOT, and to such other right of way users as designated by the FDOT, for review at the following stages identified in the notices from the FDOT referenced above. Prior to submission of the proposed Plans Package for review at these stages, the UAO shall send the FDOT a work progress schedule explaining how the UAO will meet the FDOT's production schedule. The work progress schedule shall include the review stages, as well as other milestones necessary to complete the Plans Package within the time specified in Subparagraph 1.c.(2) above.
- (8) In the event that the FDOT finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph 1.c.(7) above, the FDOT will notify the UAO in writing of the deficiencies and the UAO will correct the deficiencies and return corrected documents within the time stated in the notice. The FDOT's review and approval of the documents shall not relieve the UAO from responsibility for subsequently discovered errors or omissions.
- (9) The FDOT shall furnish the UAO such information from the FDOT's files as requested by the UAO; however, the UAO shall at all times be and remain solely responsible for proper preparation of the Plans Package and for verifying all information necessary to properly prepare the Plans Package, including survey information as to the location (both vertical and horizontal) of the Facilities. The providing of information by the FDOT shall not relieve the UAO of this obligation nor transfer any of that responsibility to the FDOT.
- (10) The Facilities and the Utility Work will include all utility facilities of the UAO which are located within the limits of the Project, except as specifically indicated and agreed to by the parties in the notices referenced above. These exceptions shall be handled by separate arrangement.
- (11) The UAO shall fully cooperate with all other right of way users in the preparation of the Plans Package. Any conflicts that cannot be resolved through cooperation shall be resolved in the manner determined by the FDOT.

2. Performance of Utility Work

- a. The FDOT shall incorporate the Plans Package into its contract for construction of the Project.
- b. The FDOT shall procure a contract for construction of the Project in accordance with the FDOT's requirements.

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- c. If the portion of the bid of the contractor selected by the FDOT which is for performance of the portion of the Utility Work which is not reimbursable exceeds the FDOT's official estimate for that portion of the Utility Work by more than ten percent (10%) and the FDOT does not elect to participate in the cost of that portion of the Utility Work pursuant to Section 337.403(1)(b), Florida Statutes, the UAO may elect to have the Utility Work removed from the FDOT's contract by notifying the FDOT in writing within 5 days from the date that the UAO is notified of the bid amount. Unless this election is made, the Utility Work shall be performed as part of the Project by the FDOT's contractor.
- d. If the UAO elects to remove the Utility Work from the FDOT's contract in accordance with Subparagraph 2. c., the UAO shall perform the Utility Work separately pursuant to the terms and conditions of the FDOT's standard relocation agreement, the terms and conditions of which are incorporated herein for that purpose by this reference, and in accordance with the contingency relocation schedule which is a part of the Plans Package. The UAO shall proceed immediately with the Utility Work so as to cause no delay to the FDOT or the FDOT's contractor in constructing the Project.
- e. The UAO shall perform all engineering inspection, testing, and monitoring of the Utility Work to insure that it is properly performed in accordance with the Plans Package, except for the activities identified in the notices pursuant to Paragraph 1. to be performed by, or on behalf of the FDOT and will furnish the FDOT with daily diary records showing approved quantities and amounts for weekly, monthly, and final estimates in accordance with the format required by FDOT procedures.
- f. Except for the inspection, testing, monitoring and reporting to be performed by the UAO in accordance with Subparagraph 2. e., the FDOT will perform all contract administration for its construction contract.
- g. The UAO shall fully cooperate with the FDOT and the FDOT's contractor in all matters relating to the performance of the Utility Work.
- h. The FDOT's engineer has full authority over the Project and the UAO shall be responsible for coordinating and cooperating with the FDOT's engineer. In so doing, the UAO shall make such adjustments and changes in the Plans Package as the FDOT's engineer shall determine are necessary for the prosecution of the Project.
- i. The UAO shall not make any changes to the Plans Package after the date on which the FDOT's contract documents are mailed to Tallahassee for advertisement of the Project unless those changes fall within the categories of changes which are allowed by supplemental agreement to the FDOT's contract pursuant to Section 337.11, Florida Statutes. All changes, regardless of the nature of the change or the timing of the change, shall be subject to the prior approval of the FDOT.

3. Cost of Utility Work

- a. The Utility Work will be reimbursable under this Agreement when the Project is federal aid eligible pursuant to the provisions of Section 337.403(1)(a), Florida Statutes, when a written agreement incidental to a right-of-way acquisition process requires the FDOT to compensate the UAO for the costs of any subsequent relocation of the Facilities, or when the UAO holds a compensable land interest under Florida condemnation law in the existing location of the Facilities at the time of the Project. In any other circumstances, the Utility Work will be performed at the sole cost and expense of the UAO. Failure of the UAO to timely provide documentation of the basis for reimbursement as required by Subparagraph 1.a.(3) of this Agreement shall make the Utility Work not reimbursable.
- b. The UAO shall be responsible for all costs of the portion of Utility Work that is not reimbursable which the FDOT does not elect to participate in under Section 337.403(1)(b), Florida Statutes and all costs associated with any adjustments or changes to the Utility Work determined by the FDOT's engineer to be necessary, including, but

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not limited to the cost of changing the Plans Package and the increase in the cost of performing the Utility Work, unless the adjustments or changes are necessitated by an error or omission of the FDOT. The UAO shall not be responsible for the cost of delays caused by such adjustments or changes unless they are attributable to the UAO pursuant to Subparagraph 4.a.

- c. At such time as the FDOT prepares its official estimate, the FDOT shall notify the UAO of the amount of the official estimate for the Utility Work. Upon being notified of the official estimate, the UAO shall have five (5) working days within which to accept the official estimate for purposes of making deposits and for determining any possible contribution on the part of the FDOT to the cost of the Utility Work, or to elect to have the Utility Work removed from the FDOT's contract and performed separately pursuant to the terms and conditions set forth in Subparagraph 2. d. hereof.
- d. At least thirty (30) calendar days prior to the date on which the FDOT advertises the Project for bids, the UAO will pay to the FDOT an amount equal to the portion of the FDOT's official estimate which is not reimbursable; plus the percentages established by the notice given under Subparagraph 1.a.(1) for mobilization of equipment for the Utility Work, additional maintenance of traffic costs for the Utility Work, and for administrative costs of field work, tabulation of quantities, Final Estimate processing and Project accounting (said three amounts for mobilization, maintenance of traffic and administrative costs to be hereinafter collectively referred to as the "Allowances"); plus 10% of the official estimate for a contingency fund to be used as hereinafter provided for changes to the Utility Work during the construction of the Project (the "Contingency Fund").
- e. Payment of the funds pursuant to this paragraph will be made directly to the FDOT for deposit into the State Transportation Trust Fund or as provided in the Memorandum of Agreement between UAO, FDOT and the State of Florida, Department of Insurance, Division of Treasury as specified in the notices provided pursuant to Paragraph 1.
- f. If the portion of the contractor's bid selected by the FDOT for performance of the Utility Work which is not reimbursable exceeds the amount of the deposit made pursuant to Subparagraph c. above, then subject to and in accordance with the limitations and conditions established by Subparagraph 2. c. hereof regarding FDOT participation in the cost of the Utility Work and the UAO's election to remove the Utility Work from the Project, the UAO shall, within fourteen (14) calendar days from notification from the FDOT or prior to posting of the accepted bid, whichever is earlier, pay an additional amount to the FDOT to bring the total amount paid to the total obligation of the UAO for the cost of the Utility Work which is not reimbursable, plus Allowances and 10% Contingency Fund. The FDOT will notify the UAO as soon as it becomes apparent the accepted bid amount plus allowances and contingency is in excess of the advance deposit amount; however, failure of the FDOT to so notify the UAO shall not relieve the UAO from its obligation to pay for its full share of project costs on final accounting as provided herein below. In the event that the UAO is obligated under this Subparagraph 3.f. to pay an additional amount and the additional amount that the UAO is obligated to pay does not exceed the Contingency Fund already on deposit, the UAO shall have sixty (60) calendar days from notification from the FDOT to pay the additional amount, regardless of when the accepted bid is posted.
- g. If the accepted bid amount plus allowances and contingency for the non-reimbursable Utility Work is less than the advance deposit amount, the FDOT will refund the amount that the advance deposit exceeds the bid amount plus allowances and contingency if such refund is requested by the UAO in writing and approved by the Comptroller of the FDOT or his designee.
- h. Should contract modifications occur that increase the UAO's share of total project costs, the UAO will be notified by the FDOT accordingly. The UAO agrees to provide, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the FDOT is sufficient to fully fund its share of the project costs. The FDOT shall notify the UAO as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the FDOT to so notify the UAO shall not relieve the UAO from its obligation to pay for its full share of project costs on final accounting as provided herein below.
- i. The FDOT may use the funds paid by the UAO for payment of the cost of the non-reimbursable Utility Work. The Contingency Fund may be used for increases in the cost of the non-reimbursable Utility Work which occur

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because of quantity overruns or because of adjustments or changes in the Utility Work made pursuant to Subparagraph 2. h. Prior to using any of the Contingency Fund, the FDOT will obtain the written concurrence of the person delegated that responsibility by written notice from the UAO. The delegatee shall respond immediately to all requests for written concurrence. If the delegatee refuses to provide written concurrence promptly and the FDOT determines that the work is necessary, the FDOT may proceed to perform the work and recover the cost thereof pursuant to the provisions of Section 337.403(3), Florida Statutes. In the event that the Contingency Fund is depleted, the UAO shall, within fourteen (14) calendar days from notification from the FDOT, pay to the FDOT an additional 10% of the total obligation of the UAO for the cost of the Utility Work established under Subparagraph 3. f. for future use as the Contingency Fund.

- j. Upon final payment to the Contractor, the FDOT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days. All project cost records and accounts shall be subject to audit by a representative of the UAO for a period of three (3) years after final close out of the Project. The UAO will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the FDOT to the UAO in accordance with Section 215.422, Florida Statutes. In the event said final accounting of total project costs is greater than the total deposits to date, the UAO will pay the additional amount within forty (40) calendar days from the date of the invoice. The UAO agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes, on any invoice not paid within the time specified in the preceding sentence until the invoice is paid.

4. Claims Against UAO

- a. The UAO shall be responsible for all costs incurred as a result of any delay to the FDOT or its contractors caused by errors or omissions in the Plans Package (including inaccurate location of the Facilities) or by failure of the UAO to properly perform its obligations under this Agreement in a timely manner.
- b. In the event the FDOT's contractor provides a notice of intent to make a claim against the FDOT relating to the Utility Work, the FDOT will notify the UAO of the notice of intent and the UAO will thereafter keep and maintain daily field reports and all other records relating to the intended claim.
- c. In the event the FDOT's contractor makes any claim against the FDOT relating to the Utility Work, the FDOT will notify the UAO of the claim and the UAO will cooperate with the FDOT in analyzing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the UAO and the FDOT's contractor shall be in writing, shall be subject to written FDOT concurrence, and shall specify the extent to which it resolves the claim against the FDOT.
- d. The FDOT may withhold payment of surplus funds to the UAO until final resolution (including any actual payment required) of all claims relating to the Utility Work. The right to withhold shall be limited to actual claim payments made by the FDOT to the FDOT's contractor.

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5. Out of Service Facilities

No Facilities shall be left in place on FDOT's Right of Way after the Facilities are no longer active (hereinafter "Placed out of service/Deactivated") unless specifically identified as such in the Plans. The following terms and conditions shall apply to Facilities Placed out of service/Deactivated, but only to said Facilities Placed out of service/Deactivated:

- a. The UAO acknowledges its present and continuing ownership of and responsibility for Facilities Placed out of service/Deactivated.
- b. The FDOT agrees to allow the UAO to leave the Facilities within the right of way subject to the continuing satisfactory performance of the conditions of this Agreement by the UAO. In the event of a breach of this Agreement by the UAO, the Facilities shall be removed upon demand from the FDOT in accordance with the provisions of Subparagraph 5. e. below.
- c. The UAO shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the UAO to use due care in its dealings with others. The UAO shall be solely responsible for gathering all information necessary to meet these obligations.
- d. The UAO shall keep and preserve all records relating to the Facilities, including, but not limited to, records of the location, nature of, and steps taken to safely secure the Facilities and shall promptly respond to information requests concerning the Facilities that are Placed out of service/Deactivated of the FDOT or other permittees using or seeking use of the right of way.
- e. The UAO shall remove the Facilities upon 30 days prior written request of the FDOT in the event that the FDOT determines that removal is necessary for FDOT use of the right of way or in the event that the FDOT determines that use of the right of way is needed for other active utilities that cannot be otherwise accommodated in the right of way. In the event that the Facilities that are Placed out of Service/Deactivated would not have qualified for reimbursement under this Agreement, removal shall be at the sole cost and expense of the UAO and without any right of the UAO to object or make any claim of any nature whatsoever with regard thereto. In the event that the Facilities that are Placed out of service/Deactivated would have qualified for reimbursement only under Section 337.403 (1)(a), Florida Statutes, removal shall be at the sole cost and expense of the UAO and without any right of the UAO to object or make any claim of any nature whatsoever with regard thereto because such a removal would be considered to be a separate future relocation not necessitated by the construction of the project pursuant to which they were Placed out of service/Deactivated, and would therefore not be eligible and approved for reimbursement by the Federal Government. In the event that the Facilities that are Placed out of service/Deactivated would have qualified for reimbursement for other reasons, removal of the out of service Facilities shall be reimbursed by the FDOT as though the Facilities had not been Placed out of service/Deactivated. Removal shall be completed within the time specified in the FDOT's notice to remove. In the event that the UAO fails to perform the removal properly within the specified time, the FDOT may proceed to perform the removal at the UAO's expense pursuant to the provisions of Sections 337.403 and 337.404, Florida Statutes.
- f. Except as otherwise provided in Subparagraph e. above, the UAO agrees that the Facilities shall forever remain the legal and financial responsibility of the UAO. The UAO shall reimburse the FDOT for any and all costs of any nature whatsoever resulting from the presence of the Facilities within the right of way. Said costs shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the Facilities or from the presence of any hazardous substance or material in the Facilities or the discharge of hazardous substances or materials from the Facilities. Nothing in this paragraph shall be interpreted to require the UAO to indemnify the FDOT for the FDOT's own negligence; however, it is the intent that all other costs and expenses of any nature be the responsibility of the UAO.

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- a. In the event that the UAO breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the FDOT may exercise one or more of the following options, provided that at no time shall the FDOT be entitled to receive double recovery of damages:
- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from FDOT.
 - (2) Pursue a claim for damages suffered by the FDOT.
 - (3) If the Utility Work is reimbursable under this Agreement, withhold reimbursement payments until the breach is cured. The right to withhold shall be limited to actual claim payments made by FDOT to third parties.
 - (4) If the Utility Work is reimbursable under this Agreement, offset any damages suffered by the FDOT or the public against payments due under this Agreement for the same Project. The right to offset shall be limited to actual claim payments made by FDOT to third parties.
 - (5) Suspend the issuance of further permits to the UAO for the placement of Facilities on FDOT property if the breach is material and has not been cured within 60 days from written notice thereof from FDOT until such time as the breach is cured.
 - (6) Pursue any other remedies legally available.
 - (7) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the FDOT breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the UAO may exercise one or more of the following options:
- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the UAO.
 - (2) If the breach is a failure to pay an invoice for Utility Work which is reimbursable under this Agreement, pursue any statutory remedies that the UAO may have for failure to pay invoices.
 - (3) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties nor from any statutory obligations that either party may have with regard to the subject matter hereof.

7. Indemnification**FOR GOVERNMENT-OWNED UTILITIES,**

To the extent provided by law, the UAO shall indemnify, defend, and hold harmless the FDOT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the UAO, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which FDOT or said parties may be subject, except that neither the UAO, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the FDOT or any of its officers, agents, or employees during the performance of this Agreement. When the FDOT receives a notice of claim for damages that may have been caused by the UAO in the performance of services required under this Agreement, the FDOT will immediately forward the claim to the UAO. The UAO and the FDOT will evaluate the claim and report their findings to each other within fourteen (14) working

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days and will jointly discuss options in defending the claim. After reviewing the claim, the FDOT will determine whether to require the participation of the UAO in the defense of the claim or to require the UAO to defend the FDOT in such claim as described in this section. The FDOT's failure to notify the UAO of a claim shall not release the UAO from any of the requirements of this section. The FDOT and the UAO will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES,

The UAO shall indemnify, defend, and hold harmless the FDOT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the UAO, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which FDOT or said parties may be subject, except that neither the UAO, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the FDOT or any of its officers, agents, or employees during the performance of this Agreement.

The UAO's obligation to indemnify, defend, and pay for the defense or at the FDOT's option, to participate and associate with the FDOT in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the UAO of the FDOT's notice of claim for indemnification to the UAO. The notice of claim for indemnification shall be served by certified mail. The UAO's obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the UAO's inability to evaluate liability or because the UAO evaluates liability and determines the UAO is not liable or determines the FDOT is solely negligent. Only a final adjudication or judgment finding the FDOT solely negligent shall excuse performance of this provision by the UAO. The UAO shall pay all costs and fees related to this obligation and its enforcement by the FDOT. The FDOT's delay in notifying the UAO of a claim shall not release UAO of the above duty to defend.

8. Force Majeure

Neither the UAO nor the FDOT shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

9. Miscellaneous

- a. If the Utility Work is reimbursable under this Agreement, the UAO shall fully comply with the provisions of Title VI of the Civil Rights Act of 1964 and any subsequent revisions thereto in connection with the Utility Work covered by this Agreement, and such compliance will be governed by one of the following methods as determined at the time of the issuance of the work order:
- (1) The UAO will perform all or part of such Utility Work by a contractor paid under a contract let by the UAO, and the Appendix "A" of Assurances transmitted with the issued work order will be included in said contract let by the UAO.
 - (2) The UAO will perform all of its Utility Work entirely with UAO's forces, and Appendix "A" of Assurances is not required.
 - (3) The Utility Work involved is agreed to by way of just compensation for the taking of the UAO's facilities on right-of-way in which the UAO holds a compensable interest, and Appendix "A" of Assurances is not required.
 - (4) The UAO will perform all such Utility Work entirely by continuing contract, which contract to perform all future Utility Work was executed with the UAO's contractor prior to August 3, 1965, and Appendix

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"A" of Assurances is not required.

- b. The Facilities shall at all times remain the property of and be properly protected and maintained by the UAO in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.
- c. Pursuant to Section 287.058, Florida Statutes, the FDOT may unilaterally cancel this Agreement for refusal by the UAO to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the UAO in conjunction with this Agreement.
- d. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the FDOT has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the UAO and the FDOT may have entered into joint agreements for Utility Work to be performed by FDOT's highway contractor. To the extent that such a joint agreement exists, this Agreement shall not apply to Facilities covered by the joint agreement. Copies of FDOT manuals, policies, and procedures will be provided to the UAO upon request.
- e. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- f. Time is of essence in the performance of all obligations under this Agreement.
- g. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The UAO shall have a continuing obligation to notify each District of the FDOT of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the UAO:	Mr. Herschel Barrington Distribution Engineering JEA 21 West Church Street - T4 Jacksonville, Florida 32202-3139	_____ _____ _____
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If to the FDOT:

Florida Department of Transportation
605 Suwannee Street, MS 32
Tallahassee, Florida 32399-0405

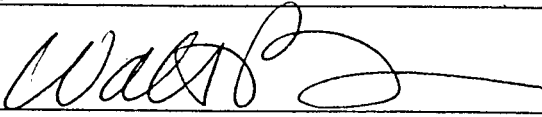
10. Certification

This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the UAO in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled "Changes To Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes To Form Document."

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: JEA

BY: (Signature) 

DATE: 11/14/07

(Typed Name: WALTER P. BUSSETT, MANAGING DIRECTOR)

(Typed Title: _____)

Recommend Approval by the State Utility Engineer

BY: (Signature) 

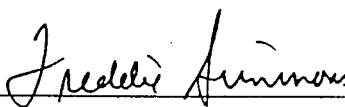
DATE: 12/7/2000

FDOT Legal review

BY: (Signature) 
District Counsel

DATE: 11-30-00

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) 

DATE: 12/5/00

(Typed Name: Freddie Simmons)

(Typed Title: State Highway Engineer)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____

DATE: _____

(Typed Name: _____)

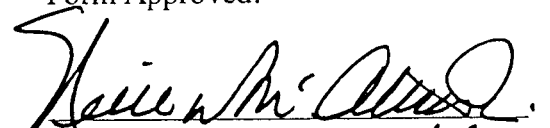
(Typed Title: _____)

I hereby certify that the expenditure contemplated by the foregoing contract has been duly authorized, and provision has been made for the payment of the monies provided therein to be paid.



Robert Dix
Controller
JEA

Form Approved:



Office of General Counsel 11-9-00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT
(AT UAO AND FDOT EXPENSE COMBINED)

The following changes are hereby made to the Utility Work by Highway Contractor Master Agreement (at UAO and FDOT Expense Combined) between the **State of Florida Department of Transportation** (the “**FDOT**”) and JEA (the “**UAO**”) dated the 7th day of December, 2000:

1. The words “and/or **FDOT** design consultant” are added after the word “contractor” in the following locations:

- a. The fifth premises clause;
- b. The sixth premises clause; and
- c. The introductory sentence of paragraph 1.

2. The following sentence is added at the end of subparagraph 1.a.(1):

“If desired by **FDOT**, the notice shall also offer to have the **FDOT** design consultant prepare the Plans Package for the Project.”

3. The following sentence is added at the end of subparagraph 1.a.(2):

“The **UAO** shall also respond to **FDOT**’s offer, if any, to have the **FDOT** design consultant prepare the Plans Package for the Project. If no such offer has been made by **FDOT** and the **UAO** desires to have the **FDOT** design consultant prepare the Plans Package for the Project, the **UAO** shall make such a request in the response.”

4. The words “if the Plans Package will be prepared by the **UAO**,” are added after the word “thereon” in the last line of subparagraph 1.b.(2).

5. The words “if applicable” are added in the following locations:

- a. At the end of subparagraphs 1.c.(1)(e), 1.c.(1)(h);
- b. At the end of the last sentence of subparagraph 2.h.
- c. At the beginning of subparagraph 2.I.
- d. After the work “Package” in the fourth line of subparagraph 3.b.
- e. After the parenthetical phrase in the second line of subparagraph 4.a.

6. The words “if applicable, and” are added after the word “provisions” in the second line of subparagraph 1.c.(2).

7. The following new subparagraph 1.d. is added prior to paragraph 2:

“d. Alternative Design Procedure

If, pursuant to the provisions of subparagraph 1.a., the Plans Package will be prepared by the **FDOT** design consultant, the provisions of subparagraph 1.c.(2) regarding preparation of the Plans Package by the **UAO** shall not apply and the following provisions shall govern the preparation of the Plans Package in lieu

thereof:

- (1) **FDOT's** design consultant shall prepare final engineering design, plans, other necessary related design documents, and cost estimate for the Utility Work as more specifically described in **FDOT's** Supplemental Agreement to **FDOT's** design services contract.
- (2) The Plans Package shall be in the same format as the **FDOT's** contract documents for the Project.
- (3) The Plans Package shall include any and all activities and work effort required to perform the Utility Work, including but not limited to, all clearing and grubbing, survey work and maintenance of traffic.
- (4) The Plans Package shall be prepared in compliance with the **FDOT's** Utility Accommodation Manual and the **FDOT's** Plans Preparation Manual in effect at the time the Plans Package is prepared, and the **FDOT's** contract documents for the Project. If the **FDOT's** Plans Preparation Manual is updated and conflicts with the **FDOT's** Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.
- (5) The technical special provisions which are a part of the Plans Package shall be prepared in accordance with the **FDOT's** guidelines on preparation of technical special provisions.
- (6) The **FDOT** design consultant shall provide a copy of the proposed Plans Package to the **UAO**, for review at the stages that they are provided to **FDOT**. **UAO** shall review the Plans Package to see that it complies with the requirements of this Agreement.
- (7) In the event that the **UAO** finds any deficiencies in the Plans Package during the reviews performed pursuant to subparagraph f. above, the **UAO** will notify the **FDOT** in writing of the deficiencies within the time specified in the plans review transmittal.
- (8) The **UAO** shall furnish the **FDOT** such information from the **UAO** files as requested by the **FDOT**.
- (9) The Facilities and the Utility Design will include all utility facilities of the **UAO** which are located within the limits of the Project, except as may be specified in the communications pursuant to subparagraph 1.a.
- (10) If the Utility Work is reimbursable, **FDOT** shall pay the cost for the preparation of the Plans Package.
- (11) If the Utility Work is not reimbursable, the Plans Package shall be prepared at the sole cost and expense of the **UAO**. The **UAO** agrees that it will, at least fifteen (15) days prior to the **FDOT** issuing the Supplemental Agreement to its design consultant, furnish the **FDOT** an advance deposit of the amount of the Supplemental

Agreement for the payment for preparation of the Plans Package. It is understood that the **FDOT's** design consultant shall not begin any work on the Plans Package until the **FDOT** has received the above payment and that if such payment is not timely received, the Plans Package will not be prepared by the **FDOT's** design consultant. The **FDOT** shall utilize this deposit for the payment of Utility Design. Both parties further agree that the costs incurred in connection with the work as referenced in subparagraph 3.j. shall include the cost of preparation of the Plans Package. No work in excess of the advance deposit shall be done. In the event that it is subsequently determined that work in addition to that described in the Supplemental Agreement is necessary in order to properly complete the preparation of the Plans Package, the **UAO** shall make an additional deposit in the amount necessary to issue a subsequent Supplemental Agreement for the additional work. The payment of funds under this paragraph will be made directly to the **FDOT** for deposit into the State Transportation Trust Fund unless the **UAO** requests in the communications under subparagraph 1.a. that they be deposited in escrow with the Department of Financial services as provided in the standard Memorandum of Agreement between the **UAO**, the **FDOT** and the State of Florida, Department of Financial Services, Division of Treasury. Deposits of less than \$100,000.00 must be pre-approved by the **FDOT** Comptroller's Office.

(12) It is specifically understood and agreed that if post-design services are needed in connection with the performance of the Utility Work, and if the Utility Work is not reimbursable, the **UAO** shall make an additional deposit in the amount that **FDOT** will pay the **FDOT** design consultant for the payment of said post-design services. The **FDOT** will notify the **UAO** no later than 60 days prior to the date of deposit of the amount of the deposit and the date for the deposit. Said amount will be deposited into the State Transportation Trust Fund. The **FDOT** and the **UAO** acknowledge and agree that the amount stated above will include an additional ten percent (10%) to cover the **UAO's** obligation for the cost of the post-design services as set forth in Section 337.403(1)(b) of the Florida Statutes. The amount of the deposit shall constitute a maximum limiting amount. In the event that the **UAO** fails to timely make the deposit for post-design services, all post-design services for the Utility Design shall be performed by the **UAO** at the **UAO's** sole cost and expense, and at a time and in a manner that does not cause delay to the Project. Both parties further agree that the costs incurred in connection with the work as referenced in subparagraph 3.j. shall include the cost of post-design services hereunder.”

8. The words “under Florida condemnation law” are removed from the first sentence of subparagraph 3.a. and the following sentence is added at the end of that subparagraph:

“As used herein, the words “compensable land interest” shall mean any interest in property, the taking of which is subject to the payment of compensation under the Constitution of the United States of America or under the Florida Constitution, but only to the extent of the compensability under the terms and conditions of the document creating the interest, and provided that nothing herein shall be interpreted to modify, alter, amend, or override the specific terms and conditions of said document.”

ATTEST:

By: Cindy Ikerd
Print Name: Cindy Ikerd
Title: Admin. Asst.
Date: 4/14/11

DEPARTMENT:

By: Brian Blanchard #19-11
Printed Name: Brian Blanchard
Title: Chief Engineer
Date: 4/14/11

Legal Review:

By: Roger Wood
Office of the General Counsel

ATTEST:

By: Heather Burnett
Print Name: Heather Burnett
Title: Manager
Date: 4/5/11

UAO:

By: John P. McCarthy
Printed Name: John P. McCarthy, Director
JEA Procurement Services
Chief Procurement Officer
Title: _____
Date: _____

Legal Review:

By: _____
Counsel for UAO
Reviewed by
Purchasing Contracts
Specialist
HCB

Exhibit “A”

Scope of Work

FPID # 433899-2-56-01: The cost within this Agreement reflects JEA Water and Sewer utility work for Construction costs associated with a 20 inch Water Main to be placed during during construction and Sewer Line CIPP pipe lining by the FDOT Contractor through a Utility Work by Highway Contractor Agreement along SR 9 : INTERCHANGE - ADD LANES - I-95(SR9) @ SR115(US1)/ML KING/20TH STREET