

SOLICITATION
FOR
AFFORDABLE CARE ACT (ACA)
ADMINISTRATIVE SERVICES
FOR



JACKSONVILLE, FL

SOLICITATION NUMBER: 1411178846

PROPOSALS ARE DUE ON APRIL 26, 2023 BY 12:00 EST

ALL PROPOSALS SHALL BE SUBMITTED THROUGH JEA'S E-PROCUREMENT AND CONTRACT MANAGEMENT PORTAL WHICH IS PROVIDED BY ZYCUS SUPPLIER NETWORK WHICH CAN BE ACCESSED AT [HTTPS://ZSN.ZYCUS.COM/GUEST](https://zsn.zycus.com/guest). INSTRUCTIONS ON HOW TO LOGIN TO ZYCUS ARE PROVIDED BELOW IN THIS SOLICITATION.

Table of Contents

Table of Contents	2
1.1.1. SCOPE OF SERVICES (RFP).....	5
1.1.2. BACKGROUND.....	5
1.1.3. INVITATION - REQUEST FOR PROPOSAL.....	5
1.1.4. INVITATION - SUBMITTING A PROPOSAL.....	5
1.1.5. ZYCUS INSTRUCTIONS	6
1.1.6. QUESTIONS.....	7
1.2. SPECIAL INSTRUCTIONS	7
1.2.2. NUMBER OF CONTRACTS TO BE AWARDED.....	7
1.2.3. REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL.....	7
1.3. EVALUATION METHODOLOGY	8
1.3.2. ALTERNATE PROVISIONS AND CONDITIONS.....	8
1.3.3. INSURANCE REQUIREMENTS.....	8
1.4. SELECTION CRITERIA	8
1.4.1.1. QUOTATION OF FEES PROPOSED BY THE PROPOSER.....	9
1.4.1.2. CURRENT WORKLOAD.....	9
1.4.1.3. ACA ADMINISTRATIVE SERVICES WORK.....	9
1.4.1.4. COMPETENCE OF PROPOSER AND PROPOSER’S REPRESENTATIVES.....	9
1.4.1.5. TECHNOLOGY – ONLINE SERVICES AND FEATURES AVAILABLE TO EMPLOYER.....	9
1.4.1.6. PROXIMITY TO THE PROJECT.....	9
1.4.1.7. FINANCIAL RESPONSIBILITY AND STABILITY.....	9
1.4.2. TIE.....	10
1.4.3. OPTIONAL USE OF JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM.....	10
1.4.4. LIQUIDATED DAMAGES IN CONTRACT.....	10
1.5. GENERAL INSTRUCTIONS.....	10
1.5.2. CONTRACT EXECUTION AND START OF WORK.....	10
1.5.3. DEFINED TERMS.....	10
1.5.4. EX PARTE COMMUNICATION	10
1.5.5. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY	11
1.5.6. ETHICS.....	11
1.5.7. JEA PUBLICATIONS	11
1.5.8. MATHEMATICAL ERRORS	12
1.5.9. MODIFICATION OR WITHDRAWAL OF PROPOSALS	12
1.5.10. PROHIBITION AGAINST CONTINGENT FEES.....	12
1.5.11. PROTEST OF RFP AND AWARD PROCESS	12
1.5.12. RESERVATION OF RIGHTS TO JEA.....	12
1.5.13. SUNSHINE LAW	12
1.5.14. SCRUTINIZED COMPANIES	13
1.5.15. COVID-19.....	13
2. CONTRACTUAL TERMS AND CONDITIONS	14
2.1. DEFINITIONS	14
2.1.1. ACCEPTANCE.....	14
2.1.2. ADDENDUM	14
2.1.3. AWARD.....	14
2.1.4. COMPANY.....	14
2.1.5. COMPANY REPRESENTATIVE	14
2.1.6. CONTRACT	14
2.1.7. CONTRACT AMENDMENT.....	14

2.1.8.	PROJECT MANAGER.....	14
2.1.9.	CONTRACT DOCUMENTS.....	14
2.1.10.	CONTRACT PRICE.....	14
2.1.11.	CONTRACT TIME.....	14
2.1.12.	DEFECT.....	15
2.1.13.	HOLIDAYS.....	15
2.1.14.	INVOICE.....	15
2.1.15.	JEA.....	15
2.1.16.	JEA REPRESENTATIVES.....	15
2.1.17.	JSEB.....	15
2.1.18.	ACCEPTABLE PERFORMANCE OR ACCEPTABLE PERFORMER.....	15
2.1.19.	TOP PERFORMANCE OR TOP PERFORMER.....	15
2.1.20.	UNACCEPTABLE PERFORMANCE OR UNACCEPTABLE PERFORMER.....	15
2.1.21.	PROPOSAL.....	15
2.1.22.	PROPOSER.....	15
2.1.23.	PURCHASE ORDER.....	15
2.1.24.	SOLICITATION.....	15
2.1.25.	SUBCONTRACTOR.....	16
2.1.26.	TERM.....	16
2.1.27.	UNIT PRICE.....	16
2.1.28.	WORK LOCATION.....	16
2.1.29.	WORK.....	16
2.2.	CONTRACT DOCUMENTS.....	16
2.3.	SERVICE LEVEL AGREEMENTS (SLAs).....	16
2.4.	PRICE AND PAYMENTS.....	16
2.4.2.	LIQUIDATED DAMAGES.....	17
2.4.3.	COST SAVING PLAN.....	17
2.4.4.	DISCOUNT PRICING.....	17
2.4.5.	INVOICING AND PAYMENT TERMS.....	17
2.4.6.	PRICE ADJUSTMENT.....	17
2.4.7.	JSEB - INVOICING AND PAYMENT.....	18
2.4.8.	OFFSETS.....	18
2.4.9.	TAXES.....	18
2.5.	WARRANTIES AND REPRESENTATIONS.....	18
2.6.	INSURANCE, INDEMNITY AND RISK OF LOSS.....	19
2.6.2.	INDEMNIFICATION (JEA STANDARD).....	20
2.6.3.	RISKS AND PROPERTY.....	20
2.7.	TERM AND TERMINATION.....	20
2.7.2.	TERMINATION FOR CONVENIENCE.....	21
2.7.3.	TERMINATION FOR DEFAULT.....	21
2.7.4.	SUSPENSION OF SERVICES.....	22
2.8.	DATA PROTECTIONS.....	22
2.8.2.	DATA OBLIGATIONS ON TERMINATION OR SUSPENSION OF SERVICE.....	23
2.9.	PUBLIC RECORDS LAWS.....	23
2.10.	CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION.....	24
2.10.2.	PROPRIETARY INFORMATION.....	25
2.10.3.	PUBLICITY AND ADVERTISING.....	25
2.10.4.	PATENTS AND COPYRIGHTS.....	25
2.11.	LABOR.....	26
2.11.2.	LEGAL WORKFORCE.....	26
2.11.3.	PROHIBITED FUTURE EMPLOYMENT.....	26
2.11.4.	HIRING OF OTHER PARTY'S EMPLOYEES.....	26
2.11.5.	COMPANY'S LABOR RELATIONS.....	27

2.12.	COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT.....	27
2.12.2.	BACKGROUND CHECKS AND OTHER INFORMATION SECURITY POLICIES	27
2.12.3.	JEA CRITICAL INFRASTRUCTURE PROTECTION (CIP)	27
2.12.4.	TRANSITION SERVICES	28
2.12.5.	COMPANY REPRESENTATIVES	29
2.12.6.	COMPANY REVIEW OF PROJECT REQUIREMENTS.....	29
2.12.7.	LICENSES	29
2.12.8.	SAFETY AND PROTECTION PRECAUTIONS	29
2.12.9.	TELEPHONE CONSUMER PROTECTION ACT (“TCPA”)	29
2.13.	VENDOR PERFORMANCE SCORECARD	29
2.14.	JEA RESPONSIBILITIES	30
2.14.2.	COORDINATION OF SERVICES PROVIDED BY JEA.....	31
2.15.	MISCELLANEOUS PROVISIONS	31
2.15.2.	AMENDMENTS	31
2.15.3.	APPLICABLE STATE LAW; VENUE; SEVERABILITY.....	31
2.15.4.	CONTINUING SERVICES	31
2.15.5.	CUMULATIVE REMEDIES	31
2.15.6.	DELAYS	31
2.15.7.	DISPUTES	31
2.15.8.	ENTIRE AGREEMENT	31
2.15.9.	EXPANDED DEFINITIONS	31
2.15.10.	HEADINGS.....	32
2.15.11.	INDEPENDENT CONTRACTOR.....	32
2.15.12.	LANGUAGE AND MEASUREMENTS	32
2.15.13.	MEETINGS AND PUBLIC HEARINGS.....	32
2.15.14.	NEGOTIATED CONTRACT	32
2.15.15.	NONEXCLUSIVE	32
2.15.16.	REFERENCES	32
2.15.17.	RIGHT TO AUDIT AND FINANCIAL REPORTING	32
2.15.18.	SEVERABILITY.....	33
2.15.19.	SUBCONTRACTING OR ASSIGNING OF CONTRACT	33
2.15.20.	SURVIVAL.....	34
2.15.21.	TIME AND DATE	34
2.15.22.	TIME OF ESSENCE	34
2.15.23.	WAIVER OF CLAIMS	34
3.	APPENDIX A – DESCRIPTION OF SERVICES AND DELIVERABLES	34
4.	APPENDIX B – FORMS	34
5.	APPENDIX C – ADDITIONAL DOCUMENTS	34
	FORM 6 - INFORMATION SECURITY EXTERNAL DATA PROTECTION QUESTIONNAIRE	35

1. SOLICITATION

1.1. SCOPE, BACKGROUND AND INVITATION

1.1.1. SCOPE OF SERVICES (RFP)

The purpose of this solicitation for the Affordable Care Act (ACA) Administrative Services (this "Solicitation") is to evaluate and select a company that offers administrative support and a compliance tool that is fully comprehensive and fully automates the compliance of the mandated ACA Employer Reporting requirements. The ACA Administrative Services company must successfully incorporate all data necessary for ACA Employer Reporting, including, but not limited to, any human resources, payroll, time and labor, benefits, Form I-9, and/or financial data. The Administrator's system must generate and electronically file all required IRS reporting at the end of the calendar year and must meet ALL filing and mailing deadlines as established or amended by the IRS on an annual basis as described in this Solicitation (the "Work").

Please see Appendix A and C for a full description of the services and deliverables required under this RFP.

Companies that intend to participate shall email Halley Stewart at reimhj@jea.com to request a secure link to receive supplemental information (if applicable).

All pricing, costs, fees or any remuneration for the placement of these ACA Administrative Services should be **Net of Commissions.**

1.1.2. BACKGROUND

JEA owns, operates and manages the electric system established by JEA, Florida in 1895. In June 1997, JEA also assumed operation of the water and sewer system previously managed by JEA. JEA is located in Jacksonville, Florida, where we proudly serve an estimated 478,000 electric, 357,000 water and 279,000 sewer customers. JEA is Florida's largest community owned utility and the eighth largest municipal in the United States.

1.1.3. INVITATION - REQUEST FOR PROPOSAL

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

JEA RFP Title: RFP Affordable Care Act (ACA)

Administrative Services

JEA RFP Number: 1411178846

Proposal Due Time: 12:00 P.M. EST

Proposal Due Date: APRIL 26, 2023

In addition to submitting the Proposal electronically as detailed below, the Proposer shall also mail three hard copies of their Proposal directly to Gallagher, Attention: Ann Edenfield, 501 Riverside Ave., Suite 1000, Jacksonville, FL 32202. The phone number if needed for package slip is 904.520.4485.

1.1.4. INVITATION - SUBMITTING A PROPOSAL

Proposers that meet the Minimum Qualification stated herein are invited to submit a Proposal to this Solicitation to perform the Work.

A complete copy of this Solicitation, the Technical Specifications, forms and all other documents referenced in this Solicitation are on JEA's E-Procurement and Contract Management Portal which is provided by Zycus Supplier Network which can be accessed at <https://zsn.zycus.com/guest>. Instructions on how to login to Zycus is provided below in this Solicitation.

All Proposals are due at the time indicated on the title page of this Solicitation.

A Contract will be presented to the Proposer awarded this Work and the Contract will incorporate by reference this entire Solicitation and all associated Addenda. A sample of the JEA Contract can be found on jea.com. All documentation submitted with a Proposal must reference the Solicitation Title and Number stated herein. All Proposals must be made on the appropriate forms and formats as specified by this Solicitation and uploaded to a JEA's procurement platform.

All Proposals shall be delivered electronically to JEA via the Zycus platform. An automated, detailed auditing system provides sealed Proposal integrity. Proposals remain sealed on the platform until the Bid Due Date and Time.

A Proposer shall be solely responsible for delivery of its Proposal to the electronic Zycus platform.

Proposers are strongly encouraged to acquire log in credentials as early as possible. Additionally, Proposers are encouraged to submit Proposals early to ensure uploading process goes smoothly.

The Proposer shall be solely responsible for timely delivery of its Proposal to JEA through Zycus.

Proposals are due by the time and on the date stated on the cover page of this Solicitation.

1.1.5. ZYCUS INSTRUCTIONS

I. How to Log In to Zycus – Additional Instructions are attached as Appendix C – Zycus Supplier Instructions

A. New Users – Zycus

1. New Users will need to register to login. Registration will require Company name, Contact and Email Address. Also it is recommended that users use Google Chrome to access Zycus.

2. Note if the company is already doing business with JEA, you may find the company is already registered in Zycus. In this case, follow the prompts for a new activation code, or a password reset as appropriate.

B. Existing Users or New Users with Previously Registered Emails

1. Once the user has a login on the sourcing platform select "Sign into Zycus", the user may navigate to the solicitation by selecting the icon for the applicable solicitation.

II. How to submit a Proposal using Zycus

1. Once logged in, users will see all JEA Sourcing Events, then select the applicable event.

2. Once in the Sourcing Event. The Sourcing Event has prompts for actions required to respond to the solicitation.

3. For the user to proceed to submit a Proposal to JEA using Zycus, the user will be required to provide its acceptance of the of the Zycus iSource Terms & Conditions associated with the work. Such Terms and Conditions may cover non-disclosure, safety, cyber security, Invitation for Bid contract terms, etc.

4. Once terms all terms are accepted, additional Solicitation information will be available for viewing and submitting a Proposal by selecting "Confirm Participation". JEA will then have a record indicating the company intends to submit a Proposal.

5. A user then can respond to each section of the Solicitation, once completed with each section, select "Save". Note each section has a red, yellow, green light code. Items will turn green once completed. Yellow and red lights mean there is additional action required. Users may also note under each tab, there are multiple questions to respond to, scroll down the list to ensure all questions are answered.

6. In most Solicitations, JEA will provide Technical Specifications, pricing tables in Excel which the user will need to download. Additionally, Excel pricing tables may need to be uploaded once completed to as part of the Proposal. Users can download the required attachments by selecting the "Buyers Attachments" icon.

7. Once the required forms are uploaded and saved, the section light will turn green. Once all sections are completed and green lighted, the User may select "Submit Proposal".

8. Once the user selects "Submit Proposal", the user will receive a "Success" pop-up when submitted.

9. Once submitted users may recall and modify submitted documentation and submit information until the Proposal Due Date and Time.

1.1.6. QUESTIONS

All Questions must be via email to the JEA Buyer listed below at least five business days prior to the Proposal Due Date shown above. Questions received within five business days prior to the Proposal Due Date will not be answered.

For Procurement Questions:

Buyer: Halley Stewart

E-mail: REIMHJ@JEA.COM

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS

The Proposer must meet all the following Minimum Qualifications to be considered eligible to have its Proposal evaluated. JEA will reject Proposals from Proposers not meeting all of the following Minimum Qualifications:

- The Proposer must provide two (2) State of Florida entities (minimum of 2,500 employees) ACA Administrative Services account reference to include the reference company name, contact person, phone number, email address and a summary of the scope of work provided by the Proposer for the reference company. JEA may contact and verify the account reference.
- The Proposer must have provided the services requested in this RFP in the State of Florida for at least five years, ending December 31, 2022.

JEA reserves the sole right to ask for additional back up documentation or additional reference projects to confirm the Proposer meets the minimum requirements of this RFP.

Any Proposer whose contract with JEA was terminated for default within the last two years shall have its Proposal rejected.

1.2.2. NUMBER OF CONTRACTS TO BE AWARDED

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

1.2.3. REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL

The following forms found in Appendix B to this RFP must be submitted with the Proposal:

- Form 1 - RFP Interrogatories/Questionnaire
- Form 2 - Service Level Agreements/Performance Guarantees
- Form 3 - Proposed Pricing and Fee Exhibit
- Form 4 - Minimum Qualifications Form
- Form 5 - Proposal Form
- Form 6 - Information Security External Data Protection Questionnaire (Excel Document)
- Form 7 - Conflict of Interest Form

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

In its sole discretion, JEA reserves the right to reject any and all Proposals either in whole or in part, with or without cause, or to waive any RFP requirement informalities, minor irregularities, and deficiencies in any Proposal, and to determine whether such action is in the best interest of JEA.

The following documents must be submitted prior to execution of a Contract. Failure to submit these documents promptly after notice of an Award could result in JEA’s rejection of the Proposal and rescission of any Award.

- Business Associate Agreement
- Insurance certificate
- W-9
- Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)
- Any technical submittals required by the Technical Specifications

1.3. EVALUATION METHODOLOGY

1.3.1. BASIS OF AWARD - HIGHEST EVALUATED

JEA will Award a Contract to the responsive and responsible Proposer who’s Proposal meets or exceeds the Minimum Qualifications (Section 1.2.1) in this Solicitation, and whose Proposal receives the highest number of points based upon JEA’s evaluation of the Selection Criteria stated in this RFP.

1.3.2. ALTERNATE PROVISIONS AND CONDITIONS

To the extent Proposals contain exceptions to or modify the requirements found in this RFP, including, but not limited to, the Contract terms and conditions contained in Section 2 of this RFP, and any requirements found in the Description of Services and Deliverables attached as Appendix A to this RFP, such exceptions and modifications are stricken unless JEA affirmatively accepts the exceptions or modifications in the Contract.

1.3.3. INSURANCE REQUIREMENTS

Prior to JEA issuing a Purchase Order to the Proposer to begin the Work or Services, the Proposer shall submit a certificate of insurance (COI) that is in compliance with amounts and requirements as indicated in the Section 2 below, titled "Insurance Requirements". **Note that the COI shall specifically indicate JEA as an additional insured on all required insurance except Worker's Compensation. Furthermore, waiver of subrogation shall be provided for all required insurance in favor of JEA, including its board members, officers, employees, agents, successors, and assigns.**

1.4. SELECTION CRITERIA

1.4.1. SELECTION CRITERIA

JEA will make an Award based on an evaluation of how well each Proposer meets the evaluation criteria listed in this RFP. JEA will use the evaluation criteria listed below to evaluate the information contained in the Proposal submitted by each Proposer. In the event that JEA, in its sole discretion, requests oral presentations or interviews from one or more proposers, the information obtained by JEA during the oral presentations or interviews will be used in determining final selection.

1.4.1.1. QUOTATION OF FEES PROPOSED BY THE PROPOSER

Maximum score for Criterion is: 20 Points

Illustrate the Proposer's competitiveness on pricing of the ACA Administrative Services fees as proposed in Form 3 – Proposed Pricing and Fee Exhibit in this RFP. Overall competitiveness of annual costs are the main factor of this criteria.

Please note the prices quoted by the Proposer on the Proposal Form must be firm-fixed prices, not estimates. Any modifications, exceptions, or objections contained within the response form may subject the response to disqualification.

1.4.1.2. CURRENT WORKLOAD

Maximum score for Criterion is: 15 Points

The Proposer shall provide the number and size of projects currently being performed for ACA Administrative Services. Discuss past ability to deliver projects on a timely basis under similar workload conditions. This shall include IRS timelines and mail fulfillment requirements.

1.4.1.3. ACA ADMINISTRATIVE SERVICES WORK

Maximum score for Criterion is: 15 Points

Proposer must provide services that match or enhance ACA Administrative Services that are currently offered to JEA human resources representatives. If service deviations are not disclosed, proposed services will be treated as mirroring the current administrative services. See Appendix C – Current and Requested ACA Administrative Services with Fee History. Information will be evaluated from responses in Form 1 – RFP Interrogatories/Questionnaire.

1.4.1.4. COMPETENCE OF PROPOSER AND PROPOSER'S REPRESENTATIVES

Maximum score for Criterion is: 15 Points

Include professional and/or technical education and training; experience in the project to be undertaken; availability of adequate personnel, equipment and facilities. List previous projects similar to the one in the RFP, which have been satisfactorily completed. Provide resumes of principal staff/project manager showing years of experience in the field for similar projects. Information will be evaluated from responses in Form 1 – RFP Interrogatories/Questionnaire.

1.4.1.5. TECHNOLOGY – ONLINE SERVICES AND FEATURES AVAILABLE TO EMPLOYER

Maximum score for Criterion is: 15 Points

Describe the services and features employer will have access to in order to provide the required employee data. Provide information on what cyber-security protocols and encryption technology Proposer has in place to protect employee information. Provide details regarding any data breaches from the past. Information will be evaluated from response in Form 1 – RFP Interrogatories/Questionnaire.

1.4.1.6. PROXIMITY TO THE PROJECT

Maximum score for Criterion is: 10 Points

Document the location of Proposer's corporate headquarters, which, if located in Jacksonville, Florida, no further information is required and maximum points will be awarded. If not located in Jacksonville, FL Proposers are requested to demonstrate, define and provide examples of their ability to provide the services contemplated herein in a manner comparable to having a local office in Jacksonville, Florida or to show that a local office is not necessary to satisfactorily perform the services required for this project, in which event maximum points may be awarded. Information will be evaluated from responses in Form 1 – RFP Interrogatories/Questionnaire.

1.4.1.7. FINANCIAL RESPONSIBILITY AND STABILITY

Maximum score for Criterion is: 10 Points

Describe form of business Proposer is organized under, i.e., proprietorship, partnership, corporation; years in business; changes in ownership past, present, pending and/or threatened legal proceedings within any forum; and any other information Proposer may wish to supply to demonstrate financial responsibility. Provide information on Proposer's A. M. Best rating as well as Standard & Poor, Moody's and Fitch rating. Failure to provide all listed information and documentation will result in score less than maximum for this criterion. Information will be evaluated from responses in Form 1 – RFP Interrogatories/Questionnaire.

1.4.2. TIE

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

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

It is at the Proposer's option as to whether it chooses to subcontract with a JSEB firm. JEA encourages the use of JSEB firms; however, the Proposer is not required to utilize a JSEB to be awarded a Contract under this Solicitation.

For more information regarding the JSEB program, please contact Rita Smith, JEA, JSEB Manager, scotr1@jea.com.

1.4.4. LIQUIDATED DAMAGES IN CONTRACT

The Contract issued pursuant to this Solicitation contains liquidated damages tied to project completion deadlines. The Proposer should review the specific time frames and liquidated damage amounts prior to submitting its Proposal.

1.5. GENERAL INSTRUCTIONS

1.5.1. ADDENDA

JEA may issue Addenda prior to the opening of Proposals to change or clarify the intent of this RFP. The Proposer shall be responsible for ensuring it has received all Addenda prior to submitting its Proposal and shall acknowledge receipt of all Addenda by completing the Confirmation of Receipt of RFP Addenda provided by JEA. JEA will post Addenda when issued online at JEA.com. Responders must obtain Addenda from the JEA.com website. All Addenda will become part of the RFP and any resulting Contract. It is the responsibility of each Proposer to ensure it has received and incorporated into its Proposal all requirements or changes described in Addenda. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Proposal at JEA's sole discretion.

1.5.2. CONTRACT EXECUTION AND START OF WORK

Upon Award, JEA will present the successful Proposer with the Contract. Unless expressly waived by JEA, the successful Proposer shall execute a Contract for the Work or Services within ten (10) days after receiving the Contract from JEA. If the Proposer fails to execute the Contract and any associated documents required by JEA, or if the Proposer fails to act on a JEA-issued Purchase Order (PO), JEA may cancel the Award with no further liability to the Proposer, retain the bid security or bond (if applicable), and make an Award to the next-ranked company.

1.5.3. DEFINED TERMS

Capitalized terms used without definition in this RFP shall have the meanings given to them in the Section titled "Definitions" of this RFP.

1.5.4. EX PARTE COMMUNICATION

Ex Parte Communication is defined as any inappropriate communication concerning an RFP between a company submitting a Proposal and a JEA representative during the time in which the RFP is being advertised through the time of Award. Inappropriate communications include private communications concerning the details of the RFP in which a company becomes privy to information not available to the other Proposers. Social contact between companies and JEA Representatives should be kept to an absolute minimum during the RFP process.

Ex Parte Communication is strictly prohibited. Failure to adhere to this restriction will disqualify the noncompliant company's Proposal. Any questions or requests for clarifications concerning this RFP must be sent in writing via email to the JEA Buyer identified in this RFP at least five business days prior to the opening date. If determined by JEA that a question should be answered or an issue clarified, JEA will issue an Addendum to all Proposers.

1.5.5. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY

By signing and submitting the Proposal Form, the Proposer certifies and represents as follows:

A. That the individual signing the Response Form is duly authorized to contractually bind the Proposer to the terms and conditions of this RFP and the Contract. Proposer shall provide satisfactory evidence of such authority within three days of JEA's request. The Proposer must be registered to conduct business in the State of Florida and in active status with the Florida Division of Corporations at the time of contract execution.

B. That every aspect of the Proposal and the detailed schedule for the execution of the Work are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract or the Contract expressly provides that JEA assumes the responsibility.

C. That the Proposer maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including, but not limited to, insurance licenses and occupational licenses necessary to perform the Services. The Proposer also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Proposer shall immediately notify JEA of the status change.

1.5.6. ETHICS

By submitting a Proposal, the Proposer certifies this Proposal is made without any previous understanding, agreement or connection with any other person, firm, or corporation submitting a Proposal for the same Work other than as a subcontractor or supplier, and that this Proposal is made without outside control, collusion, fraud, or other illegal or unethical actions. The Proposer shall comply with all JEA and JEA ordinances, policies and procedures regarding business ethics.

The Proposer shall submit only one Proposal in response to this Solicitation. If JEA has reasonable cause to believe the Proposer has submitted more than one Proposal for the same Services, other than as a Subcontractor or subsupplier, JEA shall disqualify the Proposal and may pursue debarment actions.

The Proposer shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, with this Proposal by completing and submitting the Conflict of Interest Certificate Form found at in Appendix B. If JEA has reason to believe that collusion exists among the Proposers, JEA shall reject any and all Proposals from the suspected Proposer and will proceed to debar Proposer from future JEA Awards in accordance with the JEA Procurement Code.

JEA is prohibited by its Charter from awarding contracts to JEA officers or employees or contracts in which a JEA officer or employee has a financial interest. JEA shall reject any and all Proposals from JEA officers or employees, as well as any and all Proposals in which a JEA officer or employee has a financial interest.

In accordance with Florida Statutes Sec. 287.133, JEA shall reject Proposals from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendor list maintained by the Florida Department of Management Services. JEA shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Proposer listed on the Convicted Vendor list for any transaction exceeding \$35,000 for a period of 36 months from the date of being placed on the Convicted Vendor list.

If the Proposer violates any requirement of this clause, the Proposal may be rejected and JEA may debar offending companies and persons.

1.5.7. JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

1.5.8. MATHEMATICAL ERRORS

In the event of a mathematical error in calculation of the prices entered on the Proposal, the Unit Prices will prevail. The corrected price utilizing the Unit Prices will be used to determine if the Company is awarded the Services. Subsequently, the Unit Prices will be used throughout the term of the Contract.

1.5.9. MODIFICATION OR WITHDRAWAL OF PROPOSALS

The Proposer may modify or withdraw its Proposal at any time prior to the Proposal Due Date and Proposal Due Time by giving written notice to JEA's Chief Procurement Officer. JEA will not accept modifications submitted by telephone, telegraph, email, or facsimile, or those submitted after Proposal Due Date and Time. The Proposer shall not modify or withdraw its Proposal from the time submitted and for a period of 90 days following the opening of Proposals.

1.5.10. PROHIBITION AGAINST CONTINGENT FEES

The Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Proposer, or an independent sales representative under contract to the Proposer, to solicit or secure a contract with JEA, and that it has not paid or agreed to pay any person, company, corporation, individual or Proposer, other than a bona fide employee working solely for the Proposer, or an independent sale representative under contract to the Proposer, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the Award or obtaining a Purchase Order or Contract. For a breach or violation of these provisions occurs, JEA shall have the right to terminate the Purchase Order without liability, and at its discretion, to deduct from the Purchase Order Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

1.5.11. PROTEST OF RFP AND AWARD PROCESS

Proposers shall file any protests regarding this RFP in writing, in accordance with the JEA Procurement Code, as amended. Copies of the JEA Procurement Code are available online at www.jea.com.

1.5.12. RESERVATION OF RIGHTS TO JEA

This RFP provides information to enable the submission of written offers. This RFP is not a contractual offer or commitment by JEA to purchase products or services.

Proposals shall be good for a period of ninety (90) days following the opening of the Proposals.

JEA reserves the right to reject any or all Proposals, or any part thereof, and to waive informalities if such action is in its best interest. JEA may reject any Proposals that it deems incomplete, obscure or irregular including, but not limited to, Proposals that omit a price on any one or more items for which prices are required, Proposals that omit Unit Prices if Unit Prices are required, Proposals which JEA determines are unbalanced, Proposals that offer equal items when the option to do so has not been stated, Proposals that fail to include a Bid Bond where one is required, and Proposals from companies who have previously failed to satisfactorily complete JEA contracts of any nature or who have been scored by JEA as "Unacceptable" and, as a result, are temporarily barred from bidding additional work.

JEA reserves the right to cancel, postpone, modify, reissue and amend this RFP at its discretion.

JEA reserves the right to cancel or change the date and time announced for the opening of Proposals at any time prior to the time announced for the opening of Proposals. JEA may award the Contract in whole or in part. In such cases whenever JEA exercises any of these reservations, JEA will make a commercially reasonable effort to notify, in writing, all parties to whom RFPs were issued. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

1.5.13. SUNSHINE LAW

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

If a Proposer believes that any portion of the documents, data or records submitted in its Proposal are exempt from Florida's Public Records Law, Proposer must (1) clearly segregate and mark the specific sections of the document, data or records as "Confidential," (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of its Proposal (the "Redacted Copy"). The cover of the Redacted Copy shall contain JEA's title and number for this Solicitation and Bidder's name, and shall be clearly titled "Redacted Copy." Proposer should only redact

those portions of records that Proposer claims are specifically exempt from disclosure under Florida's Public Records Laws. If Proposer fails to submit a redacted copy of information it claims is confidential, JEA is authorized to produce all documents, data and other records submitted to JEA in answer to a public records request for such information.

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

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

1.5.14. SCRUTINIZED COMPANIES

Pursuant to Section 287.135(2), Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

- (1) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; or
- (2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor:
 - i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, *Florida Statutes*; or
 - ii. Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3) (a) 4, Florida Statutes, JEA may terminate this Contract at JEA's option if this Contract is for goods or services in an amount of one million dollars or more and Contractor:

- (1) Is found to have submitted a false certification under Section 287.135(5), *Florida Statutes*;
- (2) Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, *Florida Statutes*;
- (3) Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3) (b), Florida Statutes, JEA may terminate this Contract at JEA'S option if this Contract is for goods and services of any amount and Contractor:

- (1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or
- (2) Is engaged in a boycott of Israel.

1.5.15. COVID-19

In light of the ongoing COVID-19 pandemic, JEA, or its agents, may screen any employees, contractors or agents of respondents present at JEA facilities for symptoms of COVID-19, possible contact to symptomatic or COVID-19 positive persons. Persons may, in the sole discretion of JEA, be prohibited from working onsite at JEA facilities until they provide evidence of a negative COVID-19 test. All respondents shall adhere to applicable guidelines issued by the CDC and federal, state and local orders intended to protect the health, safety and welfare of the public in relation to COVID-19, including rules regarding the wearing of face coverings.

2. CONTRACTUAL TERMS AND CONDITIONS

Section 2 of this RFP contains JEA's general terms and conditions that will be incorporated by reference in and govern the Contract awarded under this RFP. An example of the Contract that the Company will be required to execute is available for review at jea.com.

2.1. DEFINITIONS

Capitalized words and terms used in this RFP shall have the definitions given to them in this section and shall have the same meaning throughout all parts of this RFP. The Technical Specifications/Detailed Scope of Work included as Appendix A of this RFP may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in this RFP or the Contract, definitions set forth in the Appendix A shall apply only within the Appendix A.

2.1.1. ACCEPTANCE

Written notice by an authorized JEA Representative to the Company that all Work specified for an individual service or deliverable has been completed to JEA's satisfaction. Approval or recognition of the Company meeting a Milestone or interim step does not constitute Acceptance of that portion of the service or deliverable. Acceptance is only applicable to the entirety of the services or deliverables as specified in the Contract, Purchase Order, and Work Order. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

2.1.2. ADDENDUM

An amendment to the Solicitation which is issued by JEA before the due date for Proposals.

2.1.3. AWARD

The approval of the Contract by JEA's Awards Committee and Chief Executive Officer.

2.1.4. COMPANY

The legal person, firm, corporation or any other entity with whom JEA executes the Contract.

2.1.5. COMPANY REPRESENTATIVE

The individual responsible for representing the Company in all activities concerning the fulfillment and administration of the Contract.

2.1.6. CONTRACT

The written agreement executed by JEA and the Company which describes the rights and obligations of JEA and the Company with respect to the Work and incorporates all of the Contract Documents.

2.1.7. CONTRACT AMENDMENT

A written document signed by JEA and the Company issued after the execution of the original Contract which authorizes an addition, deletion or revision of the Scope of Work, the Contract Price, the Term or any other provisions of the Contract.

2.1.8. PROJECT MANAGER

The individual assigned by JEA to have authority to administer the Contract, including the authority to issue Change Orders.

2.1.9. CONTRACT DOCUMENTS

Contract Documents means the executed Contract, this Solicitation, all documents required by or submitted in connection with this Solicitation or the Contract, and any written change orders, contract amendments and Purchase Orders executed by JEA.

2.1.10. CONTRACT PRICE

The total amount payable JEA to the Company during the Term in accordance with the terms of the Contract.

2.1.11. CONTRACT TIME

The period of time from the effective date of the Contract until the date the Company has agreed to complete the Work, as set forth in the Contract Documents.

2.1.12. DEFECT

Work that fails to reach Acceptance, or Work that fails meet the requirements of any test, inspection or approval required by the Contract Documents, and any Work that meets the requirements of any test or approval, but does not meet the requirements of the Contract Documents.

2.1.13. HOLIDAYS

The following days: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day. If a Holiday falls on a weekend, the Holiday will be the day that JEA observes that Holiday.

2.1.14. INVOICE

A document seeking payment to Company from JEA for all or a portion of the Work, in accordance with the Contract Documents.

2.1.15. JEA

JEA, a body politic and corporate, which is authorized to own, manage and operate for the benefit of JEA a utilities system within and without JEA.

2.1.16. JEA REPRESENTATIVES

The Project Manager, JEA's inspector, the Project Manager's Representative, JEA's engineer, field engineer, and other persons designated by the Project Manager as JEA Representatives acting in a capacity related to the Work or Contract under the authority of the Project Manager.

2.1.17. JSEB

JEA Small and Emerging Business Enterprises as defined in Chapter 126, Part 6 of JEA, Ordinance Code, as may be amended from time to time.

2.1.18. ACCEPTABLE PERFORMANCE OR ACCEPTABLE PERFORMER

The Company averages more than 1.00 and less than 2.0 across all performance scorecard evaluation metrics and does not receive a score of less than 1.0 on any metric.

2.1.19. TOP PERFORMANCE OR TOP PERFORMER

The Company averages 2.0 or more across all scorecard evaluation metrics and does not receive a score of less than 2.0 on any one metric.

2.1.20. UNACCEPTABLE PERFORMANCE OR UNACCEPTABLE PERFORMER

The Company averages less than 1.00 across all scorecard evaluation metrics or scores a 0 on any one metric regardless of average or receives a score of 1.0 on the same metric on two sequential performance evaluations.

2.1.21. PROPOSAL

The documents submitted by a Proposer in response to the Solicitation.

2.1.22. PROPOSER

The entity that responds to this Solicitation.

2.1.23. PURCHASE ORDER

A document issued by JEA, authorizing work, indicating types, quantities, and agreed prices for products or services the Company will provide to JEA.

2.1.24. SOLICITATION

All documents issued by JEA to solicit Proposals from Proposers including, but not limited to, all documents required to be submitted by a Proposer in connection with this Solicitation, the Technical Specifications, and any Addenda to the Solicitation issued by JEA.

2.1.25. SUBCONTRACTOR

A legal person, firm, corporation or any other entity that provides a portion of the Work to JEA on behalf of the Company, or provides supplies or materials to the Company in connection with the Work.

2.1.26. TERM

The period of time during which the Contract is in force.

2.1.27. UNIT PRICE

The price for the performance of a unit of Work.

2.1.28. WORK LOCATION

The place or places where the Work is to be performed, excluding the properties of the Company and any Subcontractors.

2.1.29. WORK

Any and all goods, services, actions, products, documentation, electronic programs, reports, testing, transport, administration, management, materials, tools, equipment, and other deliverables to be furnished or performed by the Company under the Contract, together with any and all additional Work that is not specifically provided in the Contract Documents, but can be reasonably inferred as necessary to complete Company's obligations under the Contract.

2.2. CONTRACT DOCUMENTS

2.2.1. ORDER OF PRECEDENCE

The Contract shall consist of all of the following documents which, to the extent of any conflict, shall have priority in the order listed below:

- Contract Amendments
- Executed Contract Documents
- Exhibits to Contract Documents
- JEA Purchase Order
- Addenda to JEA RFP
- Drawings associated with this RFP
- Exhibits and Attachments to this RFP
- Technical Specifications associated with this RFP
- RFP Solicitation
- References
- Company's Proposal

2.3. SERVICE LEVEL AGREEMENTS (SLAs)

The Company agrees to comply with the Service Level Agreements (SLAs) Appendix B – Form 2 - Service Level Agreements (SLAs) / Performance Guarantees of this Solicitation. JEA may periodically evaluate Company's compliance with the SLAs stated herein to ensure Company's performance. A copy of JEA's Vendor Performance Scorecard, which JEA may be used to evaluate performance, is attached in Appendix C, or can be found on jea.com. The intent is for JEA to review all service metrics quarterly, but the frequency is at the discretion of JEA.

2.4. PRICE AND PAYMENTS

2.4.1. PAYMENT METHOD

JEA shall pay the Company in monthly installments for the Services rendered during the preceding month. Company shall invoice JEA in accordance with the fees stated on the Company's Proposal Forms or Workbook.

Company's fees stated on the bid document shall include all profit, taxes, benefits, travel, and all other overhead items.

2.4.2. LIQUIDATED DAMAGES

If the Company fails to satisfy service levels as specified in Appendix B – Form 2 - Service Level Agreements (SLAs) / Performance Guarantees, the Company shall pay JEA the percentage of fees at risk as specified on Appendix B – Form 2 - Service Level Agreements (SLAs) / Performance Guarantees.

The Company understands and agrees that said percentage is to be paid not as a penalty, but as compensation to JEA due to not meeting the service level agreements. If the Company fails to satisfy service levels as specified in Appendix B – Form 2 – Service Level Agreements (SLAs) / Performance Guarantees, the Company shall offset with future fees, or issue a check to JEA, for the at-risk amount specified in Appendix B – Form 2 – Service Level Agreements (SLAs) / Performance Guarantees. At the end of the calendar year and post IRS electronic filing and physical forms being mailed to Employees, any necessary fees at risk will be determined. The total amount of fees at risk reduction will apply to the fees for the subsequent January 1st.

Liquidated Damages may, at JEA's sole discretion, be deducted from any monies held by JEA that are otherwise payable to Company.

The Company's responsibility for Liquidated Damages shall in no way relieve the Company of any other obligations under the Contract.

2.4.3. COST SAVING PLAN

During the Term, JEA and Company are encouraged to identify ways to reduce the total cost to JEA related to the Work provided by the Company. JEA and Company may negotiate Contract Amendments that allow such reductions in total costs including, but not limited to, the sharing of savings resulting from implementation of cost-reducing initiatives between JEA and Company. The decision to accept any cost savings initiative shall be in the sole discretion of JEA, and JEA shall not be liable to Company for any cost that may be alleged to be related to a refusal to accept a cost savings initiative proposed by Company.

2.4.4. DISCOUNT PRICING

JEA offers any or all of the following optional payment terms, one of which may be elected at the request of the Company by sending an email to the JEA Buyer listed in this Solicitation:

- o 1% 20, net 30
- o 2% 10, net 30

The Company may request alternate payment terms for JEA's consideration, however, alternate payment terms are not effective until Acceptance by JEA in writing. Please note, all payment dates are calculated from the date receipt of a proper Invoice by JEA's Accounts Payable department.

2.4.5. INVOICING AND PAYMENT TERMS

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

JEA will pay the Company the amount requested approximately thirty (30) calendar days after receipt of a proper Invoice from the Company.

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

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

2.4.6. PRICE ADJUSTMENT

Contract prices for the Work will remain firm through the first three years of the Contract. Upon completion of the third year, the Company may request a Consumer Price Index (CPI) adjustment each year to the rates submitted in Appendix B – Form 3 – Proposed Pricing and Fee Exhibit. Each annual request for a CPI increase must be made within thirty (30) days prior to the Anniversary Date of the Contract. If Company fails to submit a timely CPI adjustment request, the Company

may be denied the adjustment for the upcoming Contract year.

When a timely CPI request is received, JEA will recognize the CPI price adjustment within thirty (30) days after the Anniversary Date. No retroactive price adjustments will be allowed.

Unless the Company and JEA make other agreements, the annual price adjustment for the Contract shall be in accordance with the Consumer Price Index for all urban consumers published monthly by the U.S. Department of Labor, Bureau of Labor Statistics. The index used will be the unadjusted percent change for the previous twelve (12) months of the Company's written CPI adjustment request is received by JEA.

In the event the applicable price index publication ceases, the Company and JEA shall mutually agree on a replacement index. If the Company and JEA fail to agree on a replacement index, the Contract shall terminate effective on the next Anniversary Date.

2.4.7. JSEB - INVOICING AND PAYMENT

If the Company utilizes JSEB certified firms, regardless of whether these Contract Documents require or encourage the use of such firms, the Company shall Invoice for and report the use of JSEB certified firms according to the format and guidelines established by JEA.

2.4.8. OFFSETS

If the Company is in violation of any requirement of the Contract, JEA may withhold payments that may otherwise be due the Company, and may offset existing balances with any JEA incurred costs against funds due the Company under this and any other Company Contract with JEA, as a result of the violation, or other damages as allowed by the Contract Documents and applicable law.

2.4.9. TAXES

JEA is authorized to self-accrue the Florida Sales and Use Tax and is exempt from Manufacturer's Federal Excise Tax when purchasing tangible personal property for its direct consumption.

2.5. WARRANTIES AND REPRESENTATIONS

2.5.1. WARRANTY (PROFESSIONAL SERVICES)

The Company accepts a position of trust and confidence with JEA and shall diligently work in a manner consistent with the highest standards in the industry to provide quality and best value insurance products including value-added property loss prevention engineering services for JEA. The Company represents and warrants that it has the full right, power and authority to enter into the Contract and to perform the Work, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Company is a party or by which it is otherwise bound.

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

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

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

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

The Company warrants all Work during the Term of the Contract and for a period of one year thereafter. If any failure to meet the foregoing warranty appears within one year after termination of the Contract, the Company shall again perform the Work directly affected by such failure at the Company's sole expense.

EXCEPT AS PROVIDED IN THIS ARTICLE, COMPANY MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO COMPANY'S SERVICES AND COMPANY DISCLAIMS ANY IMPLIED

WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This clause governs, modifies, and supersedes any other terms in the Contract which may be construed to address warranties or guarantees or the quality of the Work.

2.6. INSURANCE, INDEMNITY AND RISK OF LOSS

2.6.1. INSURANCE REQUIREMENTS

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

Workers' Compensation

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

Commercial General Liability

Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Explosion, Collapse and Underground, Hazards (XCU Coverage) as appropriate; Insurance Limits: \$1,000,000 each

occurrence, \$1,000,000 annual aggregate for bodily injury and property damage, combined single limit.

Automobile Liability

All autos-owned, hired, or non-owned; Insurance Limits: \$500,000 each occurrence, combined single limit.

Excess or Umbrella Liability

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

Professional Liability

Errors & Omissions; Insurance Limits: \$1,000,000 each claim and \$1,000,000 annual aggregate.

Company's Commercial General Liability, Excess or Umbrella Liability and Professional Liability policies shall remain in force throughout the duration of the project and until the Work is completed to JEA's satisfaction. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

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

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Services under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until 30 days after receipt of written notice by JEA.

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

2.6.2. INDEMNIFICATION (JEA STANDARD)

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

2.6.3. RISKS AND PROPERTY

Ownership, risks of damage to or loss of the Work shall pass to JEA upon Acceptance. The Company shall retain the sole risk of loss to the Services up to and including the time of Acceptance. In the event of loss or damage to the Services, the Company shall bear all costs associated with any loss or damage.

2.7. TERM AND TERMINATION

2.7.1. TERM OF CONTRACT – DEFINED DATES

This Contract shall commence on the effective date of the Contract, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for one year with an option to renew for four, one year terms if it is in JEA's best interest, or until the Contract's Maximum Indebtedness is reached, whichever occurs first. It is at JEA's sole option to renew the Contract.

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

2.7.2. TERMINATION FOR CONVENIENCE

JEA shall have the absolute right to terminate the Contract in whole or part, with or without cause, at any time after the Award effective date upon written notification of such termination.

In the event of termination for convenience, JEA will pay the Company for all disbursements and expenses that the Company has incurred prior to receiving JEA's notice of termination.

Upon receipt of such notice of termination, the Company shall stop the performance of the Services hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Services that JEA may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JEA.

JEA shall have no liability to the Company for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, resulting change in business condition, except as expressly stated within these Contract Documents.

2.7.3. TERMINATION FOR DEFAULT

JEA may give the Company written notice to discontinue all Services under the Contract in the event that:

- The Company assigns or subcontracts the Services without prior written permission;
- Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- The Company makes an assignment for the benefit of creditors;
- The Company suspends the operation of a substantial portion of its business;
- The Company suspends the whole or any part of the Services to the extent that it impacts the Company's ability to meet the Services schedule, or the Company abandons the whole or any part of the Services;
- The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents;
- The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality;
- The Company breaches any of the representations or warranties;
- The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JEA; or
- Any material change in the financial or business condition of the Company.

If within fifteen (15) days after service of such notice upon the Company an arrangement satisfactory to JEA has not been made by the Company for continuance of the Services, then JEA may declare Company to be in default of the Contract.

Once Company is declared to be in default, JEA will charge the expenses of completing the Services to the Company and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Company. If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Company shall pay the amount of such excess to JEA upon receipt of notice of the expenses from JEA. JEA shall not be required to obtain the lowest price for completing the Services under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. JEA will, however, make reasonable efforts to mitigate the excess costs of completing the Services.

The Contract Documents shall in no way limit JEA's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the Company shall immediately surrender all Services records to JEA. In such a case, JEA may set off any money owed to the Company against

any liabilities resulting from the Company's nonperformance.

JEA has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecard, to the Company regarding its performance prior to default by Company for performance related issues.

JEA shall have no liability to the Company for termination costs arising out of the Contract, or any of the Company's subcontracts, as a result of termination for default.

2.7.4. SUSPENSION OF SERVICES

JEA may suspend the performance of the Services for any reason by providing Company with written notice of such suspension five days prior to the date of suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of a suspension of Services, the Company shall resume the full performance of the Services when directed in writing to do so by JEA.

Suspension of the Services due to the Company's negligence or failure to perform, may affect the Company's compensation as stated in the Contract or result in the termination of the Contract.

2.8. DATA PROTECTIONS

2.8.1. DATA OWNERSHIP, PROTECTION AND LOCATION

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

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

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

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

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

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

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

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

2.8.2. DATA OBLIGATIONS ON TERMINATION OR SUSPENSION OF SERVICE

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

2.9. PUBLIC RECORDS LAWS

Access to Public Records.

All Documents, data and other records received by JEA in connection with the Contract are public records and available for public inspection unless specifically exempt by law. The Company shall allow public access to all documents, data and other records made or received by the Company in connection with the Contract unless the records are exempt from Section 249(a) of Article I of the Florida Constitution or subsection 119.07(1), Florida Statutes. JEA may unilaterally terminate the Contract of the Company refuses to allow public access as required under the Contract.

Redacted copies of Confidential Information.

If the Company believes that any portion of any documents, data or other records submitted to JEA are exempt from

disclosure under Chapter 119, Florida Statutes, the Florida Constitution and related laws ("Florida's Public Records Laws"), Company must (1) clearly segregate and mark the specific sections of the document, data and records as "Confidential", (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of the documents, data, or records (the "Redacted Copy"). The Redacted Copy shall contain JEA's contract name and number, and shall be clearly titled "Redacted Copy". Bidder should only redact those portions of records that Bidder claims are specifically exempt from disclosure under Florida's Public Records Laws. If the Company fails to submit a redacted copy of documents, data, or other records it claims is confidential, JEA is authorized to produce all documents, data, and other records submitted to JEA in answer to a public records request for these records.

Request for Redacted Information.

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

Indemnification for Redacted Information.

The Company shall protect, defend, and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs) arising from or relating to the Company's assertion that all or any portion of its information is not subject to disclosure.

Public Records Clause for Service Contracts.

If, under the Contract, the Company is providing services and is acting on behalf of JEA as contemplated by subsection 119.011(2), Florida Statutes, the Company shall:

- Keep and maintain public records that ordinarily and necessarily would be required by JEA in order to perform service;
- Provide the public with access to public records on the same terms and conditions that JEA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or otherwise prohibited by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- Meet all requirements for retaining public records and transfer, at no cost, to JEA all public records in possession of the Company upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to JEA in a format that is compatible with the information technology systems of JEA.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

JEA

Attn: Public Records

21 West Church Street

Jacksonville, Florida 32202

Ph: 904-665-8606

publicrecords@jea.com

2.10. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

2.10.1. INTELLECTUAL PROPERTY

The Company grants to JEA an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party service provider) the Company's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of work.

If the Services contains, has embedded in, requires for the use of any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Services, the Company shall secure for JEA an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. The Company shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Services, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider.

Should JEA, or any third party obtaining such work product through JEA, use the Services or any part thereof for any purpose other than that which is specified herein, it shall be at JEA's sole risk.

The Company will, at its expense, defend all claims, actions or proceedings against JEA based on any allegation that the Services, or any part of the Services, constitutes an infringement of any patent or any other intellectual property right, and will pay to JEA all costs, damages, charges, and expenses occasioned to JEA by reason thereof. JEA will give the Company written notice of any such claim, action or proceeding and, at the request and expense of the Company, JEA will provide the Company with available information, assistance and authority for the defense.

If, in any action or proceeding, the Services, or any part thereof, is held to constitute an infringement, the Company will, within 30 days of notice, either secure for JEA the right to continue using the Services or will, at the Company's expense, replace the infringing items with non-infringing Services or make modifications as necessary so that the Services no longer infringes.

The Company will obtain and pay for all patent and other intellectual property royalties and license fees required in respect of the Services.

2.10.2. PROPRIETARY INFORMATION

The Company shall not copy, reproduce, or disclose to third parties, except in connection with the Services, any information that JEA furnishes to the Company. The Company shall insert in any subcontract a restriction on the use of all information furnished by JEA. The Company shall not use this information on another project. All information furnished by JEA will be returned to JEA upon completion of the Services.

2.10.3. PUBLICITY AND ADVERTISING

The Company shall not take any photographs, make any announcements or release any information concerning the Contract or the Services to any member of the public, press or official body unless prior written consent is obtained from JEA.

2.10.4. PATENTS AND COPYRIGHTS

In consideration of ten dollars (\$10.00), receipt and sufficiency is hereby acknowledged, Company shall hold harmless and indemnify JEA from and against liability or loss, including but not limited to any claims, judgments, court costs and attorneys' fees incurred in any claims, or any pretrial, trial or appellate proceedings on account of infringements of patents, copyrighted or uncopyrighted works, secret processes, trade secrets, patented or unpatented inventions, articles or appliances, or allegations thereof, pertaining to the Services, or any part thereof, combinations thereof, processes therein or the use of any tools or implements used by Company.

Company will, at its own expense, procure for JEA the right to continue use of the Services, parts or combinations thereof, or processes used therein resulting from a suit or judgment on account of patent or copyright infringement.

If, in any such suit or proceeding, a temporary restraining order or preliminary injunction is granted, Company will make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of such restraining order or

temporary injunction.

If, in any such suit or proceeding, any part of the Services is held to constitute an infringement and its use is permanently enjoined, Company will, at once, make every reasonable effort to secure for JEA a license, authorizing the continued use of the Services. If Company fails to secure such license for JEA, Company will replace the Services with non-infringing Services, or modify the Services in a way satisfactory to JEA, so that the Services are non-infringing.

2.11. LABOR

2.11.1. NONDISCRIMINATION

The Company represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the Term. The Company agrees that on written request, it will allow JEA reasonable access to the Company's records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of the Contract; provided however, the Company shall not be required to produce, for inspection, records covering periods of time more than one year from the effective date of the Contract.

The Company shall comply with the following executive orders, acts, and all rules and regulations implementing said orders or acts, which are by this reference incorporated herein as if set out in their entirety:

- The provisions of Presidential Order 11246, as amended, and the portions of Executive Orders 11701 and 11758 as applicable to Equal Employment Opportunity;
- The provisions of section 503 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA); and
- The provisions of the Employment and Training of Veterans Act, 38 U.S.C. 4212 (formerly 2012).

The Company agrees that if any of the Work of the Contract will be performed by a Subcontractor, then the provisions of this subsection shall be incorporated into and become a part of the subcontract.

2.11.2. LEGAL WORKFORCE

JEA shall consider the Company's employment of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationalization Act. Such violation shall be cause for termination of the Contract for default upon thirty (30) days' prior written notice of such termination, notwithstanding any other provisions to the contrary in the Contract Documents.

2.11.3. PROHIBITED FUTURE EMPLOYMENT

It shall be unlawful and a class C offense for any person, who was an officer or employee of JEA, after his or her employment has ceased, to be employed by or enter into any contract for personal services, with a person or company who contracted with, or had a contractual relationship with JEA, while the contract is active or being completed, or within two years of the cessation, completion, or termination of the person's or company's contractual relationship with JEA, where (1) the contract with JEA had a value that exceeded \$250,000, and (2) the officer or employee had a substantial and decision-making role in securing or negotiating the contract or contractual relationship, or in the approval of financial submissions or draws in accordance with the terms of the contract; except that this prohibition shall not apply to an employee whose role is merely as a review signatory, or to contracts entered into prior to January 1, 2008, or to contracts that have been competitively procured. With respect to this subsection a contract is competitively procured if it has been obtained through a sealed low bid award. A "substantial and decision-making role" shall include duties and responsibilities that are collectively associated with: (i) approving solicitation or payment documents; (ii) evaluating formal bids and proposals; and (iii) approving or issuing award recommendations for JEA Awards Committee approval. The contract of any person or business entity who hires or contracts for services with any officer or employee prohibited from entering into said relationship shall be voidable at the pleasure of JEA. This prohibition shall not apply to any former officer or employee after two years from cessation from JEA employment.

2.11.4. HIRING OF OTHER PARTY'S EMPLOYEES

Each party recognizes that the other party has incurred or will incur significant expenses in training its own employees and agrees that it will not pursue or hire, without the other party's consent, the other party's employees or the employees of its subsidiaries for a period of two (2) years from the termination date of this Agreement. It shall not be considered a breach of this Section for either party to make employment solicitations to the general public or groups that may include employees of the other party. Nor shall it be considered a breach of this Section for either party's employees to respond to, act upon, or accept inquiries and applications resulting from, or make offers of employment resulting from, (i) such solicitations to the general public or groups or (ii) unsolicited employment inquiries or applications.

2.11.5. COMPANY'S LABOR RELATIONS

The Company shall negotiate and resolve any disputes between the Company and its employees, or anyone representing its employees. The Company shall immediately notify a Participating Agency of any actual or potential labor dispute that may affect the Work and shall inform the Participating Agency of all actions it is taking to resolve the dispute. The Company is required to conduct all employee disciplinary actions, including terminations, off JEA property unless specifically approved by the JEA contract manager.

2.12. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

2.12.1. JEA ACCESS BADGES

If the Services described herein requires a Company to access JEA facilities over a period of time, each Company employee shall apply for a JEA access badge through JEA's Security Department. JEA will run a seven (7) year background check on all Company employee's that apply for a JEA access badge.

An appointment to obtain a JEA access badge can be made by contacting JEA Security at securitybadge@jea.com.

JEA does not allow Company employees to share JEA access badges. A Company whose employees are found to be sharing JEA access badges, will result in the Contract being terminated immediately for default. Additionally, JEA shall be notified within 6 hours of a lost or stolen JEA security badge or when an employee leaves the Company. Report badge termination notifications to JEA Security at (904) 665-8200.

2.12.2. BACKGROUND CHECKS AND OTHER INFORMATION SECURITY POLICIES

The Company, at its expense, shall conduct appropriate background checks and screen each individual who will provide services to JEA as a part of the Work, including, but not limited to, individuals who will have access to JEA's computer systems, either through on-site or remote access. The minimum background screening process shall include, but not be limited to, the following checks:

- a) Social Security Number (SSN) Trace;
- b) Criminal Records (County and State Criminal Felony and Misdemeanor, National Criminal Database, Federal Criminal);
- c) Background checks undertaken by JEA for its own employees who have duties similar to the duties of the Company's employee(s); and
- d) Background checks which are required pursuant to applicable background screening policies adopted by JEA from time to time, including, but not limited to, background checks required in connection with obtaining a JEA access badge or logical access to JEA systems.

The background screening must be conducted prior to the employee providing any services or performing any work for JEA. JEA has the right to require more regular background checks and has the right to require that the Company provide background check results to JEA. JEA shall have the right to audit the Company's background check process to ensure compliance with JEA standards. If, at any time, the Company discovers that an individual providing services to JEA as a part of the Work has a criminal record that includes a felony or misdemeanor, the Company shall immediately inform JEA and JEA will assess the circumstances surrounding the conviction, time frame, nature, gravity and relevancy of the conviction to the job duties. JEA, in its sole discretion, shall determine whether the individual will be placed on, or terminated from, a JEA assignment. Additionally, all individuals providing services to JEA shall have the responsibility to self-disclose any misdemeanor or felony conviction that occurs while assigned to JEA within three business days of the conviction. If the Company learns of any such conviction, the Company shall notify JEA immediately. The Company shall comply with all applicable laws and regulations governing the conduct of background checks, including but not limited to the Fair Credit Reporting Act (FCRA). Failure of the Company to comply with the terms of this paragraph may result in immediate termination of its contract with JEA.

2.12.3. JEA CRITICAL INFRASTRUCTURE PROTECTION (CIP)

Pursuant to federal regulations, JEA is required to implement Critical Infrastructure Protection (CIP) and comply with NERC/FERC reliability standards for identified assets (collectively the "Assets"). Assets include both physical and cyber

Assets that are essential for JEA to maintain the integrity of the bulk electric system. Therefore, the Company must ensure that all individuals that have access to any Assets meet all requirements of JEA, including, but not limited to the background screenings described in Section 2.11.3 above, prior to the individual performing any services for JEA. The specific Assets an individual will access will determine the specific JEA training and criminal background check that will be required before an employee will be approved to perform services for JEA. The Company will be responsible for all labor costs associated with completion of the training. The provisions of this Section and Section 2.11.3 above shall apply to all of the Company's Subcontractors and agents, and shall be included in Company's contracts with its Subcontractors for any part of the Work. JEA reserves the right to modify these terms if the applicable regulations change or additional regulations become applicable. JEA will provide sufficient notice in advance for Company to comply with JEA's requirements related to the updated regulations.

If applicable for the Work to be conducted under any individual Work Order, Company must also be able to certify and demonstrate to JEA's satisfaction that Company is able to comply with JEA's supply chain cyber security risk management plan and the requirements of NERC Reliability Standard NERC CIP-013, including, but not limited to CIP-013 R1. Company must demonstrate that Company has, in JEA's sole discretion, appropriate cyber security processes, including, but not limited to, addressing the following:

- Notification by Company to JEA, within 12 hours or sooner, of any Company personnel, who have been terminated, retired or ceased working on JEA projects.
- Notification by the Company of Company-identified incidents related to the products or services provided to JEA that pose cyber security risk to JEA
- Coordination of responses to Company-identified incidents related to the products or services provided to the JEA that pose cyber security risk to JEA
- Notification by Company when remote or onsite access should no longer be granted to Company representatives
- Disclosure by Company of known vulnerabilities related to the products or services provided to the JEA;
- Method for verification of software integrity and authenticity of all software and patches provided by the Company for use in JEA's Bulk Electric System's Cyber System;
- Coordination of controls for (i) Company-initiated Interactive Remote Access, and (ii) system-to-system remote access with Company; and
- Compliance with JEA CIP Cyber Security Policy (MD-202).

The language in this Section shall also apply to Company's Subcontractors, and shall be included in Company's contracts with its Subcontractors.

JEA reserves the right to modify these terms if the applicable regulations change or additional regulations become applicable. JEA will provide sufficient notice in advance for Company to adapt the updated regulations.

2.12.4. TRANSITION SERVICES

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

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

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

2.12.5. COMPANY REPRESENTATIVES

The Company shall provide JEA with the name and responsibilities of the Company Representative, in writing after Award of the Contract and before starting the Services under the Contract. Should the Company need to change the Company Representative, the Company shall promptly notify JEA in writing of the change.

2.12.6. COMPANY REVIEW OF PROJECT REQUIREMENTS

The Company shall review all requirements and specifications prior to commencing Work. The Company shall immediately notify the Project Manager in writing of any conflict with applicable law, or any error, inconsistency or omission it may discover. JEA will promptly review the alleged conflicts, errors, inconsistencies or omissions, and issue a change order or Purchase Order as appropriate if JEA is in agreement with the alleged conflict, and issue revised specifications. Any Work the Company performs prior to receipt of approved Change order will be at the Company's sole risk.

2.12.7. LICENSES

The Company shall comply with all licensing, registration and certification requirements pursuant to applicable laws, rules and regulations. The Company shall secure all licenses, registrations and certifications as required for the performance of the Services and shall pay all fees associated with securing them. The Company shall produce written evidence of licenses and other certifications immediately upon request from JEA.

2.12.8. SAFETY AND PROTECTION PRECAUTIONS

The Company shall comply with all applicable federal, state and local laws, ordinances, all JEA procedures and policies including any orders of any public body having jurisdiction for the safety of persons or protection of property. The Company understands and agrees that a violation of any provision of this clause is grounds for a Termination for Default, with no requirement to provide Company with a notice to cure. Additionally, the Company shall be responsible for all JEA damages associated with such termination.

2.12.9. TELEPHONE CONSUMER PROTECTION ACT ("TCPA")

Company indemnifies, defends and holds JEA harmless from any and all claims associated with a violation of the Telephone Consumer Protection Act (eCFR Title 47 Part 64).

2.13. VENDOR PERFORMANCE SCORECARD

2.13.1. VENDOR PERFORMANCE SCORECARD

Use of Vendor Performance Scorecard

JEA may evaluate the Company's performance using the evaluation criteria shown on the vendor scorecard (Appendix C).

Scores for all metrics shown on the evaluation range from a low of 0, meaning significantly deficient performance, to a high of 2, meaning exceptionally good performance. The Company's performance shall be classified as Top Performance, Acceptable Performance, or Unacceptable Performance, as defined herein. The evaluator will be a designated JEA employee. The evaluator's supervisor and the Chief Purchasing Officer will review deficient performance letters and Unacceptable Performance scorecard, as described below, prior to issuance. When evaluating the Company's performance, JEA will consider the performance of the Company's Subcontractors and suppliers, as part of the Company's performance.

Frequency of Evaluations

JEA may conduct performance evaluations and prepare scorecard in accordance with the procedures described herein at any time during performance of the Work or soon after the completion of the Work. JEA may conduct one or more evaluations determined solely at the discretion of JEA.

Unacceptable Performance

- If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Project Manager and Chief Procurement Officer or his designated alternate will notify the Company of such in a letter. The Company shall have 10 days to respond to the Project Manager. Such response shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.
- Within 30 days from date of the first Unacceptable Performance letter, the Project Manager and Chief Purchasing Officer or his designated alternate will notify the Company by letter as to whether its performance, as determined solely by

JEA, is meeting expectations, or is continuing to be Unacceptable. If the Company's performance is described in the letter as meeting expectations, no further remedial action is required by the Company, as long as Company's performance continues to be Acceptable.

○ If the Company's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Company shall have 15 days from date of second letter to demonstrate solely through its performance of the Work, that it has achieved Acceptable Performance. At the end of the 15-day period, JEA will prepare a scorecard documenting the Company's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Company has made in its performance, or has failed to make. If the scorecard shows Company's performance is Acceptable, then no further remedial action is required by Company as long as Company's performance remains Acceptable. If the scorecard shows the Company's performance is Unacceptable, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Company from bidding on any JEA related solicitations, and other remedies available in the JEA Procurement Code and in law. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.

○ In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion.

○ If the Company receives five or more letters of deficiency within any 12 month period, then JEA will prepare a scorecard describing the deficiencies and the Company's performance will be scored as Unacceptable.

Acceptable Performance

JEA expects the Company's performance to be at a minimum Acceptable.

Disputes

In the event that the Company wants to dispute the results of its scorecard performance evaluation, the Company must submit a letter to the Chief Procurement Officer supplying supplemental information that it believes JEA failed to take into account when preparing the scorecard. Such letter, along with supplemental information, must be submitted no later than 10 days following the Company's receipt of the scorecard. If the Chief Procurement Officer decides to change the scorecard, the Company will be notified and a revised scorecard will be prepared, with a copy issued to the Company. If the Chief Procurement Officer decides that no change is warranted, the decision of the Chief Procurement Officer is final. If the Company is to be suspended from consideration for future Award of any contracts, the Company may appeal to the Procurement Appeals Board as per JEA Procurement Code.

Public Records

There can be no expectation of confidentiality of performance-related data in that all performance-related data is subject to disclosure pursuant to Florida Public Records Laws. All scorecard are the property of JEA.

2.14. JEA RESPONSIBILITIES

2.14.1. FORCE MAJEURE

No party shall be liable for any default or delay in the performance of its obligations under the Contract due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of JEA to secure approval, validation or sale of bonds; inability of JEA or the Company to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; pandemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents.

In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice, including Change Orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected within seven calendar days.

2.14.2. COORDINATION OF SERVICES PROVIDED BY JEA

The JEA Representative for the Work will, on behalf of JEA, coordinate with the Company and administer the Contract. It shall be the responsibility of the Company to coordinate all assignment related activities with the designated JEA Representative. The JEA Representative will be assigned to perform day-to-day administration and liaison functions, and to make available to the Company appropriate personnel, to the extent practical, and to furnish records and available data necessary to conduct the Work. The JEA Representative will also authorize the Company to perform work under the Contract.

2.15. MISCELLANEOUS PROVISIONS

2.15.1. AMBIGUOUS CONTRACT PROVISIONS

The parties agree that the Contract has been the subject of meaningful analysis and discussions of the specifications, terms and conditions contained in the Contract. Therefore, doubtful or ambiguous provisions, if any, contained in the Contract will not be construed against the party who physically prepared the Contract.

2.15.2. AMENDMENTS

The Contract may not be altered or amended except in writing, signed by JEA Chief Procurement Officer, or designee, and the JEA Representative.

2.15.3. APPLICABLE STATE LAW; VENUE; SEVERABILITY

The rights, obligations and remedies of the parties as specified under the Contract will be interpreted and governed in all respects exclusively by the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof. Should any provision of the Contract be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired. Litigation involving the Contract or any provision thereof shall take place in the State or Federal Courts located exclusively in Jacksonville, Duval County, Florida.

2.15.4. CONTINUING SERVICES

The Company shall carry on the Work and maintain the progress schedules during disputes or disagreements with JEA. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as JEA and Company may otherwise agree in writing. Suspension of the Work or portion thereof by Company shall entitle JEA to terminate the Contract for Default

2.15.5. CUMULATIVE REMEDIES

Except as otherwise expressly provided in the Contract, all remedies provided for in the Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

2.15.6. DELAYS

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall be extended for a period of equal to any time lost due to such prevention or delay.

2.15.7. DISPUTES

If a dispute occurs between JEA and the Company over a contractual issue that cannot be mediated by the JEA Representative, the dispute shall be handled in accordance with Article 5 of the JEA Procurement Code.

2.15.8. ENTIRE AGREEMENT

The Contract constitutes the entire agreement between the parties. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which are not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to the Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

2.15.9. EXPANDED DEFINITIONS

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation", and the terms "include", "includes" and

"included" have similar meanings. Any reference in the Contract to any other agreement is deemed to include a reference to that other agreement, as amended, supplemented or restated from time to time. Any reference in the Contract to "all applicable laws, rules and regulations" means all federal, state and local laws, rules, regulations, ordinances, statutes, codes and practices.

2.15.10. HEADINGS

Headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

2.15.11. INDEPENDENT CONTRACTOR

Company is performing the Contract as an independent contractor and nothing in the Contract will be deemed to constitute a partnership, joint venture, agency, or fiduciary relationship between JEA and Company. Neither Company nor JEA will be or become liable or bound by any representation, act, or omission of the other.

2.15.12. LANGUAGE AND MEASUREMENTS

All communication between the Company and JEA, including all documents, notes on drawings, and submissions required under the Contract, will be in the English language. Unless otherwise specified in the Contract, the US System of Measurements shall be used for quantity measurement. All instrumentation and equipment will be calibrated in US System of Measures.

2.15.13. MEETINGS AND PUBLIC HEARINGS

The Company will, upon request by JEA, attend all meetings and public hearings as required, in any capacity, as directed by JEA.

2.15.14. NEGOTIATED CONTRACT

Except as otherwise expressly provided, all provisions of the Contract shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. The parties agree that they have had meaningful discussion and negotiation of the provisions, terms and conditions contained in the Contract. Therefore, doubtful or ambiguous provisions, if any, contained in the Contract shall not be construed against the party who physically prepared the Contract.

2.15.15. NONEXCLUSIVE

Notwithstanding anything contained herein that may appear to be the contrary, the Contract is "non-exclusive" and JEA reserves the right, in its sole discretion, to retain other companies to perform the Services, or JEA may self-perform the Services itself.

2.15.16. REFERENCES

Unless otherwise specified, each reference to a statute, ordinance, law, policy, procedure, process, document, drawing, or other informational material is deemed to be a reference to that item, as amended or supplemented from time to time. All referenced items shall have the enforcement ability as if they are fully incorporated herein.

2.15.17. RIGHT TO AUDIT AND FINANCIAL REPORTING

Accounting System

The Company shall establish and maintain a reasonable accounting system that enables JEA to readily identify the Company's assets, expenses, cost of goods, and use of funds.

Audited Financial Statements

The Company shall provide to JEA audited financial statements for the most recent fiscal year upon JEA's request, not later than five days after receipt of written request.

Content and Retention of Records

Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Company shall, at all times during the term of the Contract and for a period of five years after the completion of the Contract, maintain such records, together with such supporting or underlying documents and materials.

Inspection /Audit of Records

Upon JEA's request, the Company agrees to allow JEA to audit, to examine, and to make copies of or extracts from its financial and operating records (in whatever form they may be kept, whether written, electronic, or other) kept by the Company, its employees, agents, assigns, successors, and subcontractors, for the purpose of determining invoice accuracy, or otherwise assessing compliance with the Contract Documents.

The Company shall at any time requested by JEA, whether during or after completion of the Contract, and at Company's own expense make such records available for inspection and audit (including copies and extracts of records as required) by JEA. Such records shall be made available to JEA during normal business hours at the Company's office or place of business in a workspace suitable for the audit and [subject to a three day written notice/without prior notice]. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for JEA. The Company agrees to have knowledgeable personnel available to answer questions for the auditors during the time they are performing the audit and for a period of two weeks thereafter. Company shall ensure JEA has these rights with Company's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Company and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Company's obligations to JEA.

Cost of Audits

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by JEA unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Company to JEA in excess of one-half of one percent (.5%) of the total contract billings, the Company shall reimburse JEA for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or nonperformance, JEA may recoup the costs of the audit work from the Company.

Billing Adjustments and Recoveries

Any billing payment recoveries to JEA that must be made as a result of any such audit or inspection of the Company's invoices and records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of JEA's findings to Company.

Failure to Comply

If Company fails to comply with the requirements contained in this clause, the Company may be found to be in breach of the Contract, be subject to debarment or suspension of bidding privileges with JEA, or JEA may exercise any other remedies available by law.

2.15.18. SEVERABILITY

In the event that any provision of the Contract is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable law, and the remainder of the Contract shall continue in full force and effect.

With regard to any provision in this agreement pertaining to damages, equitable or otherwise, it is the intent of the Parties that under no circumstances shall there be recovery for home office overhead. Any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

2.15.19. SUBCONTRACTING OR ASSIGNING OF CONTRACT

Each party agrees that it shall not subcontract, assign, delegate, or otherwise dispose of the Contract, the duties to be performed under the Contract, or the monies to become due under the Contract without the other party's prior written consent.

The assignment of the Contract will not relieve either of the parties of any of its obligations until such obligations have been assumed in writing by the assignee. If the Contract is assigned by either of the parties, it will be binding upon and will inure to the benefit of the permitted assignee. The Company shall be liable for all acts and omissions of its assignee or its Subcontractor.

In the event the Company obtains JEA approval to use Subcontractors, the Company is obligated to provide Subcontractors possessing the skills, certifications, registrations, licenses, training, tools, demeanor, motivation and attitude to successfully

perform the work for which they are subcontracted. The Company is obligated to remove Subcontractors from performing Services under the Contract when the Company recognizes that a Subcontractor is failing to work in a manner consistent with the requirements of the Contract, or when JEA notifies the Company that JEA has determined a Subcontractor is failing to work in a manner consistent with the requirements of the Contract.

In all cases, the Company will be responsible for the acts and omissions of its Subcontractors. The Company shall ensure that all relevant contractual obligations will flow down to its Subcontractors and are be incorporated into all subcontracts (including the obligations relating to insurance, indemnification, delays, intellectual property rights, public records, non-discrimination, audits, security, location of services, termination, transition assistance, warranties, and the manner in which the Services are to be performed).

2.15.20. SURVIVAL

The obligations of JEA and the Company under the Contract that are not, by the express terms of the Contract, to be performed fully during the Term, shall survive the termination of the Contract.

2.15.21. TIME AND DATE

Unless otherwise specified, references to time of day or date mean the local time or date in Jacksonville, FL. If under the Contract any payment or calculation is to be made, or any other action is to be taken, on or as of a day that is not a regular business day for JEA, that payment or calculation is to be made, and that other action is to be taken, as applicable, on or as of the next day that is a regular business day. Where reference is made to day or days, it means calendar days. Where reference is made to workday, workdays, business day, or business days, it means regular working days for JEA Procurement.

2.15.22. TIME OF ESSENCE

For every material requirement of the Contract, time is of the essence.

2.15.23. WAIVER OF CLAIMS

A delay or omission by JEA to exercise any right or power under the Contract shall not be construed to be a waiver thereof. A waiver by JEA under the Contract shall not be effective unless it is in writing and signed by the party granting the waiver. A waiver by a party of a right under or breach of, the Contract shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, the Contract.

The Company's obligations to perform and complete the Services in accordance with the Contract shall be absolute. None of the following will constitute a waiver of any of JEA's rights under the Contract: approval of payments, including final payment; Certificate of Contract Completion; any use of the Services by JEA; nor any correction of faulty or defective Services by JEA.

3. APPENDIX A – TECHNICAL SPECIFICATIONS

A more detailed description of the Work is provided in the Technical Specifications included as **Appendix A** to this RFP.

4. APPENDIX B – FORMS

Appendix B contains the following forms that Proposers must submit with their Proposal:

- Form 1 – RFP Interrogatories/Questionnaire
- Form 2 – Service Level Agreements/Performance Guarantees
- Form 3 – Proposed Pricing and Fee Exhibit
- Form 4 – Minimum Qualifications Form
- Form 5 – Proposal Form
- Form 6 – Information Security External Data Protection Questionnaire CONFIDENTIAL_SSI (Excel Doc)
- Form 7 – Conflict of Interest

5. APPENDIX C – ADDITIONAL DOCUMENTS

- Current and Requested ACA Administrative Services with Fee History
- Zycus Supplier Instructions
- Vendor Performance Scorecard
- JEA Technical Specifics

FORM 6 - INFORMATION SECURITY EXTERNAL DATA PROTECTION QUESTIONNAIRE

This spreadsheet must be included in your RFP response. The information will be evaluated and utilized for scoring by our Information Security Team. The excel spreadsheet is attached separately as 1411178846 Appendix B - Form 6 – Information Security Questionnaire.