

Welcome to the

Awards Meeting

May 18, 2023, 10:00 AM EST

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

At the designated public comment time we will provide opportunity for you to unmute to speak.

During the meeting, public comments received via e-mail regarding any matter on the agenda for consideration will be read out. Per the Public Notice Agenda posted on JEA.com, public comments by e-mail must be received no later than 9:00 a.m. on the day of the meeting to be read during the public comment portion of the meeting.

Please contact **Victoria Holloway** by telephone at **(904) 651-7171** or by email at **hollvl@jea.com** if you experience any technical difficulties during the meeting.

JEA Awards Agenda
May 18, 2023
225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor

[Teams Meeting Info](#)

Consent Agenda

The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief. The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for **Formal Purchases** as defined by **Section 3-101 of the JEA Procurement Code**. Please refer to JEA's Procurement Code, if you wish to protest any of these items.

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% \$ - awarded)
1	Minutes	Minutes from 05/11/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	State Contract/ Piggyback	Workplace Modernization Consulting Services State of Florida Contract 43230000-015-01 Piggyback For additional information contact: Nick Dambrose JEA seeks to modernize the systems that it uses for communication and collaboration across the organization. JEA seeks to partner with Microsoft Corp to provide consulting services for guidance in its investment in systems and technology that will provide the best value to their end users with the least disruption over time. JEA chose to use Microsoft due to their experience of moving companies to the cloud. JEA is looking to leverage cloud-based collaboration through the use of SharePoint Online in support of this strategy. This award piggybacks off of the State of Florida contract with Microsoft Corporation which was competitively bid in 2017 and expires 08/2024. This request is for an estimated seven (7) month engagement for consulting services to modernize JEA's internal communication and collaboration strategy(ies). Microsoft also agreed to keep our current system under support while we do this migration. This engagement shall also include implementation of accompanying technologies to complete the modernization. When completed, the modernization shall include a new environment that transitions unsupported workflows and information paths that currently reside in JEA's on premise environment. The goal of this engagement is to establish an engaging platform that provides a unified and modern employee experience allowing for seamless collaboration and access to applications and data, specifically around our SharePoint Online instance.	Selders	Microsoft Corporation	O&M (HE20700)	\$2,332,015.00	N/A	\$2,332,015.00	N/A	Project Completion Start (06/06/2023) End (Estimated 12/31/2023)	N/A
3	RFP	1411145846-23 Trailers, Wire Puller and Tensioner Advised 3/30/2023 Four (4) Proposals Received For additional information contact: Eddie Bayouth This Request For Proposal is for the purchase of three (3) cable pullers and one (1) bullwheel tensioner. For Electrical Replacement there were two (2) cable pullers and one (1) bullwheel tensioner; for Expansion there was one (1) cable puller for FY23. JEA received four proposals for the smaller bullwheel tensioner, but only one proposal for the larger cable puller. The three vendors that did not submit proposals for the cable puller stated that they did not have any equipment available that could meet the technical specifications requested as they required substantial modifications from their standard offerings. JEA Fleet budgeted \$260,000.00 for each of the cable pullers based on the last price paid in 2015 and additional increases seen in trailer prices since then. JEA Fleet also budgeted \$97,000.00 for the wire tensioner based on conversations with vendors prior to solicitation being issued. Actual costs of each cable puller will be \$227,416.26 and the bullwheel tensioner will be \$58,466.00. After evaluating the proposals, Altex Industries, Inc. was deemed to have the highest overall score for both trailers. It should be noted that Altex Industries Inc. was the highest evaluated and lowest overall price.	McElroy	Altex Industries, Inc.	Capital	\$740,714.75	N/A	\$740,714.75	Proposals Opened 4/18/2023 N/A	Project Completion (Estimated August 2024)	N/A
4	Contract Increase	1410399647 Construction Services for Underground Water, Wastewater, and Reuse Grid Repair and Installation Services Last Award Approval: 9/22/2022 For additional information contact: David King The Work performed under this Contract for Construction Services for Underground Water, Wastewater, and Reuse Grid Repair and Installation Services, includes: Water Main replacements and/or extensions, Water, Wastewater, and/or Reclaimed Piping repairs, replacements, and/or extensions, manhole installation and repairs, service connections and large meter installations. This increase funds the current contract through 12/24/2024 with current rates. The increases are strictly for covering planned work until the end of the contract term.	Vu / Water- Wastewater	Callaway Contracting, Inc. J. B. Coxwell Contracting, Inc. T B Landmark Construction Inc Petticoat-Schmitt Civil Contractors, Inc.	Capital	\$2,045,000.00 \$2,000,000.00 \$2,000,000.00 \$890,000.00	\$2,500,000.00 \$2,000,000.00 \$2,000,000.00 \$1,900,000.00	\$12,000,000.00 \$4,200,000.00 \$4,200,000.00 \$3,200,000.00	Callaway Contracting, Inc. 9/14/2022 - \$250,000.00 9/22/2022 - \$6,300,000.00 4/13/2023 - \$905,000.00 J. B. Coxwell Contracting, Inc. 04/13/2023 - \$200,000.00 T B Landmark Construction Inc 4/13/2023 - \$200,000.00 Petticoat-Schmitt Civil Contractors, Inc. 7/11/2022 - \$100,000.00 9/22/2022 - \$1,000,000.00 4/13/2023 - \$210,000.00	Three (3) Years w/ Two - 1 Yr. Renewals Start Date: 11/23/2021 End Date 12/14/2024 Two Renewals Remaining	N/A Each task order under this contract will be reviewed and given a JSEB requirement prior to it being issued to the contractor.
5	Contract Increase	128-19 Residential Backflow Preventer Testing Services for JEA Last Awarded: 12/16/2021 For additional information contact: Dan Kruck The scope of work for this contract includes testing residential reclaimed backflow preventors. Every residential reclaimed water customer is required to have a backflow preventor and have it tested every two years. The requested increase will fund the residential backflow testing contract through the end of the contract term. The cost of the testing has not increased, and will be fixed until the end of the contract. The services will be re-bid prior to the end of this contract.	Young	Bob's Backflow, Inc.	O&M	\$400,000.00	\$0.00	\$2,677,000.00	12/16/2021 - \$690,000.00 03/23/2023 - \$207,000.00	Two (2) Years w/Two (2) One (1) Yr. Renewals Start: 02/01/2020 End: 01/31/2024 No Renewals Remaining	N/A
6	Contract Increase	123-18 Grit, Waste & Sludge Disposal Management Services for the Buckman Water Reclamation Facility (WRF) Last Award Approval: 11/17/2022 For additional information contact: Darriel Brown This contract increase is needed to fund biosolid removal through FY23. The biosolids dryer at Buckman WRF is currently out of service, resulting in using these services more than originally forecasted. The basis for the increase is historical spend and the Capital component has been added due to the dryer being out of commission. JEA is anticipating the need to be approximately \$168,728.77 per month for the remaining six (6) months of the contract.	Vu / Water- Wastewater	H&H Liquid Sludge Disposal, Inc.	Capital and O&M	\$1,012,372.60	\$0.00	\$3,854,997.66	10/27/2022 - \$176,250.00 11/17/2022 - \$903,875.06	Five Years w/ One (1) – 1 Yr. Renewal Contract Start Date: 10/30/2018 Contract End Date: 10/29/2023 One Renewal Remaining	N/A
7	Contract Increase	NGS 2B Gathering Conveyor Upgrade Last Awarded: 03/23/2023 Original Award Type: Single Source For more information contact: Rodney Lovgren The original scope of work is for the unit 2B gathering conveyor upgrade. After additional internal discussions with JEA maintenance, it was determined that it would be beneficial to add a rebuild kit to the conveyor takeup section along with new access covers. This contract increase is for OEM to provide the rebuild kit and access covers for this additional scope.	Melendez	United Conveyor Supply Company (DBA UCC Environmental)	Capital	\$59,029.00	\$356,290.00	\$415,319.00	N/A	Project Completion (Q4, 2023)	N/A

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% \$ awarded)
8	Renewal	On-Road Residential Electrification Program and Strategy	Pope	Sagewell, Inc.	O&M (HE10000)	\$770,674.00	\$298,429.00	\$1,547,664.00	08/12/2021 - \$23,386.00 03/17/2022 - \$455,175.00	One (1) Year w/Two (2) - One (1) Yr. Renewals Begin: (05/01/2021) End: (04/30/2024) No Renewals Remaining	JSEBs were reviewed and no opportunities available.
	Last Awarded: 03/17/2022 For additional information contact Nickolas Dambrose This request is for the last remaining one (1) year renewal from 05/01/2023 to 04/30/2024 to the existing contract with Sagewell, Inc. to maintain JEA's residential electric vehicle program. This renewal shall maintain the scope changes previously approved by the Awards Committee. The general administrative fees (monthly program fee) for this renewal shall include a two (2%) percent increase from current monthly program fees. This two (2%) increase is less than the previously anticipated four (4%) previously discussed in prior award. JEA's annual total for electrical upgrades are an additional estimated \$163,00.00 from the prior year because program participation continues to increase. The total amount shown is based on a 1-year participation forecast. JEA's costs for IT support shall remain constant for this renewal. JEA's cost for its use of Sagewell's Dealer Inventory Search Tool (DIST) shall also decrease thirty-two (32%) percent from the prior annual renewal.										
9	RFP	B50 Generator Switchboard and ATS Supply	Melendez	JoKell, Inc.	Capital	\$423,939.76	N/A	\$423,939.76	N/A	Project Completion (Q3, 2024)	N/A
	Advertised: 04/06/2023 Bid Opening: 05/02/2023 Three (3) Proposals Received For additional information contact: Rodney Lovgren This award is for the supply of the parts needed for the integration of the emergency generator at BBGS. Parts include one (1) 480V, 2000A electric switchboard and five (5) 480V automatic bypass-isolation transfer switches. The award amount is 21% over the budget estimate (\$350,247.00). It is noted the budget estimate is over 1 year old and considering the current market and competitive proposals received, the price is deemed reasonable.										
10	RFP	Ribault Substation 138-26 kV T2 and Circuit 452 Addition	Melendez	Reliable Substation Services, Inc.	Capital	\$863,500.00	N/A	\$863,500.00	N/A	Project Completion (Q4, 2023)	JSEB Optional Landscape Construction 5%
	Advertised: 03/29/2023 Bid Opening: 05/09/2023 Five (5) Proposals Received For additional information contact: Rodney Lovgren The Substation Ribault T2 Addition project installs a T2 transformer. This project adds three (3) 26kV bays, two for the new 452 circuit expansion. The award amount is approximately 42% lower than the budget estimate. JEA reviewed the project with the supplier, which has performed a considerable amount of work JEA. Considering the range of the proposals received from \$863k to \$1.3M, the proposal price is deemed reasonable.										
11	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER
	DEFER										
Consent Agenda Action											
Committee Members in Attendance	Names <u>Ted Phillips</u> , <u>Janie Smalley for Laura Schepis</u> , <u>Tony Long for David Emanuel</u>										
Motion by:	<u>Janie Smalley</u>										
Second By:	<u>Tony Long</u>										
Committee Decision	<u>Approved</u>										
Consent Agenda Signatures											
Budget	Name/Title	<u>Stephanie M Kealy</u>									
Awards Chairman	Name/Title	<u>Theodore B Phillips</u>									
Procurement	Name/Title	<u>Joe Martin</u>									
Legal	Name/Title	<u>Rebecca Lavis</u>									
Informational											
Sunshine Training took place for the Committee Members and their Delegates. Those in Attendance are as follows: <u>Ted Phillips, Janie Smalley, Tony Long, Stephen Datz, Joe Orfano and Delphine Maiden.</u>											

Microsoft Consulting Services Work Order

State and Local Government / Public Educational Institutions

(For Microsoft Internal Purposes Only)

SLG/E MCS WO

GVS0232-423275-532792

This work order is made pursuant to the Microsoft Master Services Agreement #U6914902 (Florida State Contract Number 43230000-15-01, also referred to as Microsoft Premier Support and Consulting Services Agreement and Agreement No. DR-001-FL) (the "agreement") effective as of January 4, 2001, by and between the State of Florida Department of Management Services and Microsoft Corporation ("we" "us", or "our"), as amended. As an "Affiliate" of the State of Florida, JEA is permitted to utilize the agreement and enter into Work Orders with us. JEA referred as "you" in this Work Order. The terms of the agreement are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the agreement. This work order is comprised of this cover page and the work order terms below, which are incorporated herein by this reference.

Customer Invoice Information		
Name of Customer JEA		Contact Name (This person receives invoices under this work order.) Accounts Payable
Name of Customer Affiliate that executed the Agreement if different than the undersigned Florida Department of Management Services		
Street Address 21 West Church Street 13th Floor		Contact E-mail Address acctpaycustsrv@jea.com
City Jacksonville	State/Province FL	Phone
Country United States	Postal Code 32202	Fax
Invoicing		
Microsoft will invoice Customer according to Microsoft's fiscal monthly billing schedule for Professional Services performed and expenses incurred during the previous period. Microsoft's invoices for payment will be directed to the Customer representative for payment at the address shown above.		
Source to confirm Per Diem limits – hotel, rental car, meals, etc. (if applicable):		
Contact Name:	Contact E-mail address:	Contact phone No.:
Web site address:		
Commencement Date		
Professional Services under this Work Order can commence upon signature of the Work Order by both parties through December 20, 2024 (the "Expiration Date"). This Work Order may be amended and the Period of Performance extended prior to the then current Expiration Date. If the Work Order Period of Performance is not extended prior to the then current Expiration Date, in order for Microsoft to continue work, Customer and Microsoft must agree in writing to a new work order identifying the terms upon which Customer and Microsoft agree		

<p>Payments to Microsoft should be made to the following, include reference to our invoice number:</p> <p>By Check: Microsoft Enterprise Services, P.O. Box 844510, Dallas, TX 75284-4510</p> <p>By Check (overnight courier): Microsoft Corporation c/o Bank of America Lockbox 844510, 1950 N. Stemmons Fwy, Ste 5010, Dallas, TX 75207 (214) 508-7262</p> <p>By Wire: Microsoft Enterprise Services #844510, Acct 3750825354/ ABA#1100001-2, c/o Bank of America</p> <p><input type="checkbox"/> Attachments required with Invoice (Status Reports/Time /Expense Breakouts, Other):</p>
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<i>Project Point of Contact (Customer Satisfaction Contact)</i>			
Name of Customer	Landon Todd	Project leader (This person is Customer's point of contact for all service-related matters under this Work Order.)	
Street Address	21 W Church St	Contact E-mail Address	toddlm@jea.com
City	Jacksonville	State/Province	Phone
		FL	
Country	USA	Postal Code	Fax
		32202	

By signing below the parties acknowledge and agree to be bound to the terms of the Agreement and this Work Order.

<i>Customer</i>	<i>Microsoft Affiliate</i>
Name of Customer (Please Print) JE A	Name Microsoft Corporation
Signature	Signature
Name of person signing (Please Print)	Name of person signing (Please Print)
Title of person signing (Please Print)	Title of person signing (Please Print)
Signature date	Signature date

1. **Services.** Microsoft will perform for Customer those services as identified in the attached Statement of Work entitled “**Workplace Modernization,**” dated March 21, 2023 (the “Statement of Work” or “SOW”). Any dates provided are estimates only.

Microsoft resources and Microsoft subcontractors’ resources may perform services remotely or on-site from Microsoft facilities, Customer facilities, or Microsoft partner’s facilities.

If the project schedule requires Microsoft resources and/or Microsoft subcontractors’ resources to perform dedicated services at Customer site on a weekly basis, Microsoft will apply the following travel guidelines:

- Resources will typically be on-site for 3 nights/4 days; arriving on Mondays and leaving on Thursdays.
- Resources may stretch their daily work plan in order to accommodate project’s weekly activities within those 4 days.
- As needed, resources may perform project activities working remotely on Fridays.
- All project hours will be billed as actual.

2. **Fees.**

a. **Time and Materials Fees**

Customer will pay the following hourly rates and any reasonable out of pocket travel and living expenses (if any) for the individual assigned. Microsoft reserves the right to utilize whichever labor categories in whatever quantities Microsoft determines, in Microsoft’s sole discretion, are appropriate to perform the Professional Services. Any total fee stated is an estimate only. In order for Microsoft to continue providing hours of Professional Services beyond those funded in the table below, Customer and Microsoft must agree in writing to a new work order or amendment to this work order adding funding for the additional Professional Services and any other terms upon which Customer and Microsoft agree. The rates for any additionally funded hours of services will be the rates defined in the then current Microsoft published price list. The fees do not include fees for Products. Unless otherwise specified in the invoice, Customer will pay Microsoft within 30 calendar days of the date of Microsoft’s invoice.

Assessment Phase Fees

Fees Table				
MCS Labor Category	Units	Description	Hourly Rates	Proposed Price
Delivery Data Scientist	0	Hours	\$340	\$0.00
Digital Architect	0	Hours	\$340	\$0.00
Area Solution Architect	232	Hours	\$340	\$78,880.00 USD
Software Engineer	0	Hours	\$340	\$0.00
Program Director	0	Hours	\$340	\$0.00
Principal Consultant	0	Hours	\$330	\$0.00
Senior Consultant	480	Hours	\$315	\$151,200.00 USD
Consultant	160	Hours	\$280	\$44,800.00 USD
Associate Consultant	0	Hours	\$245	\$0.00
Senior Project Manager	300	Hours	\$315	\$94,500.00USD
Project Manager	0	Hours	\$300	\$0.00
Microsoft Global Delivery (“GD”)				

GD Off-Shore Consultant	424	Hours	\$85	\$36,040 USD
GD On-Shore Consultant	0	Hours	\$230	\$0.00
MCS Partner-Subcon Rates:				
Technician VI	0	Hours	\$400	\$0.00
Technician V	0	Hours	\$300	\$0.00
Technician IV	0	Hours	\$280	\$0.00
Technician III	0	Hours	\$245	\$0.00
Technician II	0	Hours	\$220	\$0.00
Technician I	0	Hours	\$200	\$0.00
Technician	0	Hours	\$160	\$0.00
Associate Technician	0	Hours	\$130	\$0.00
Estimated Expenses				\$25,000.00 USD
Estimated Total	1,596			\$430,420.00 USD

Migration Phase Fees

<i>Fees Table</i>				
MCS Labor Category	Units	Description	Hourly Rates	Proposed Price
Delivery Data Scientist	0	Hours	\$340	\$0.00
Digital Architect	0	Hours	\$340	\$0.00
Area Solution Architect	312	Hours	\$340	\$106,080.00 USD
Software Engineer	0	Hours	\$340	\$0.00
Program Director	0	Hours	\$340	\$0.00
Principal Consultant	0	Hours	\$330	\$0.00
Senior Consultant	1200	Hours	\$315	\$378,000.00 USD
Consultant	1200	Hours	\$280	\$336,000.00 USD
Associate Consultant	0	Hours	\$245	\$0.00
Senior Project Manager	679	Hours	\$315	\$213,885.00 USD
Project Manager	0	Hours	\$300	\$0.00
Microsoft Global Delivery ("GD")				
GD Off-Shore Consultant	3,390	Hours	\$85	\$288,150.00 USD
GD On-Shore Consultant	0	Hours	\$230	\$0.00
MCS Partner-Subcon Rates:				
Technician VI	0	Hours	\$400	\$0.00
Technician V	0	Hours	\$300	\$0.00
Technician IV	0	Hours	\$280	\$0.00

Technician III	0	Hours	\$245	\$0.00
Technician II	0	Hours	\$220	\$0.00
Technician I	0	Hours	\$200	\$0.00
Technician	0	Hours	\$160	\$0.00
Associate Technician	0	Hours	\$130	\$0.00
Estimated Expenses				\$50,000.00 USD
Estimated Total	6,781			\$1,372,115.00 USD

Total Time and Material Fees (Assessment + Migration)

Estimated Total Time and Material Fees	8,377			\$1,802,535.00 USD
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Professional Services fees under this Work Order shall not exceed the Estimated Total indicated in the table above without prior approval from Customer. In the event that such approval must be sought, but is not provided, notwithstanding anything to the contrary in this Work Order or the Statement of Work (as applicable), Customer acknowledges and agrees that Microsoft has no further obligation to continue providing Professional Services.

b. Fixed Fee and Milestone Fees

Customer will pay the fixed fee price as set forth below plus any expenses (estimates outlined in Services Fees table below). The fees do not include fees for Products. Microsoft will invoice Customer the fixed fee on a milestone basis according to the estimated milestone schedule listed in Billing Schedule table below. Microsoft will invoice Customer monthly for expenses. Unless otherwise specified in the invoice, Customer will pay Microsoft within 30 calendar days of the date of Microsoft invoice.

Billing Schedule		
Milestone	Estimated Date	Fee
Monthly Service Costs Migration Environment Enablement Metalogix Software Azure Costs	7/10/2023	\$244,480.00 USD
SharePoint Online Content Migration Factory – Start of Migration Phase	7/10/2023	\$95,000 USD
SharePoint Online Content Migration Factory – End of Sprint 3	9/1/2023	\$95,000 USD
SharePoint Online Content Migration Factory – End of Migration	10/27/2023	\$95,000 USD
Milestones Total		
		\$529,480.00 USD
Reimbursable Expenses or Other Charges		

	\$0.00
Total Expenses and Other Charges	
	\$0.00

Fees Summary

Phase and Fee Type	Fees
Assessment Phase, Time and Materials Fees	\$430,420.00 USD
Migration Phase, Time and Materials Fees	\$1,372,115.00 USD
Migration Phase, Fixed Fees	\$529,480.00 USD
Total Estimated Fees	\$2,332,015.00 USD

3. *Changes to the Work Order Term.*

Either party may terminate this Work Order if the other party is in material breach or default of any obligation that is not cured within 30 days' written notice of such breach. Customer may terminate this Work Order at any time for convenience by providing Microsoft with 30 days prior written notice, "Notice Period".

In case of termination for convenience, Customer will pay Microsoft for all fees and expenses incurred or due prior to the end of the Notice Period in accordance with the Billing Schedule set out in the Fees section of this Work Order, including a prorated amount for services corresponding to any billing milestones that have estimated dates that have begun but are not complete prior to the end of the Notice Period.

4. *Acceptable Use Policy*

Customer must not (and is not licensed to) use the Services Deliverables:

- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others; or
- in any application or situation where use of the Service Deliverables could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage, *except in accordance with the High Risk Use section below.*

High Risk Use

WARNING: Modern technologies may be used in new and innovative ways, and Customer must consider whether its specific use of these technologies is safe. The Services Deliverables are not designed or intended to support any use in which a service interruption, defect, error, or other failure of a Services Deliverable could result in the death or serious bodily injury of any person or in physical or environmental damage (collectively, "High Risk Use"). Accordingly, Customer must design and implement the Services Deliverables such that, in the event of any interruption, defect, error, or other failure of the Services Deliverables, the safety of people, property, and the environment are not reduced below a level that is reasonable, appropriate, and legal, whether in

general or for a specific industry. Customer's High Risk Use of the Services Deliverables is at its own risk. Customer agrees to defend, indemnify and hold Microsoft harmless from and against all damages, costs and attorneys' fees in connection with any claims arising from a High Risk Use associated with the Services Deliverables, including any claims based in strict liability or that Microsoft was negligent in designing or providing the Services Deliverables to Customer in accordance with Customer's specifications. The foregoing indemnification obligation is in addition to any defense obligation set forth in Customer's Agreement and is not subject to any limitation of, or exclusion from, liability contained in such agreements.

5. **Cost or Pricing Data.** We will not, under any circumstances, accept work that would require the submission of cost or pricing data.

6. **Use, ownership, rights, and restrictions.**

Products.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site (<http://www.microsoft.com/licensing/contracts> or successor site) and is updated from time to time. All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

Fixes

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

Pre-existing Work. "Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order. All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

Services Deliverables. "Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

Affiliates' rights. Customer may sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

Restrictions on use. Customer must not (and must not attempt to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology

to obligations beyond those included in this Work Order; or (3) work around any technical limitations in the Products or Services Deliverables or restrictions in Product documentation. Except as expressly permitted in this Work Order, Customer must not distribute, sublicense, rent, lease, lend, or use any Product, Fix, or Services Deliverable to offer hosting services to a third party.

Reservation of rights. All rights not expressly granted are reserved to Microsoft.

- 7. Taxes.** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes. Customer shall pay all value added, goods and services, sales, gross receipts or other transaction taxes, fees, charges or surcharges or other similar taxes, charges or fees or any regulatory cost recovery and other surcharges that are owed under this Work Order and which Microsoft is permitted to collect from Customer under applicable law. Customer shall also be responsible for an applicable stamp taxes and for all other taxes that it is legally obligated to pay, including any taxes that arise on the distribution of provision of Professional Services by Customer to its Affiliates. Microsoft shall be responsible for payment of all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on Microsoft's property ownership.

If any taxes are required to be withheld on payments made to Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority; provided however, that Customer shall promptly secure and deliver an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

8. Microsoft Professional Services Data Protection Addendum.

"Professional Services Data" means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by, or on behalf of, Customer (or that Customer authorizes Microsoft to obtain from an Online Service) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Microsoft to obtain Professional Services.

The data protection terms applying to Professional Services in effect on the effective date of this Work Order and available at <https://aka.ms/eswodpa> are incorporated herein by this reference.

For liability arising out of either party's confidentiality obligations relating to Professional Services Data provided under this Work Order, each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer paid for the applicable Professional Services under this Work Order.

9. Warranties.

a. Services. We warrant that all services will be performed with professional care and skill.

b. No other warranties. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS AGREEMENT (INCLUDING ANY STATEMENT OF SERVICES THAT INCORPORATES THESE TERMS), INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS, FIXES, SERVICE DELIVERABLES, RELATED MATERIALS AND SERVICES. WE WILL NOT BE LIABLE FOR ANY SERVICE(S) OR PRODUCT(S) PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO YOU BY US UNLESS SUCH THIRD PARTY PRODUCTS OR SERVICES ARE PROVIDED UNDER OUR WRITTEN AGREEMENT BETWEEN YOU AND US, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN THIS AGREEMENT.

Fixed Price Provisions

10. Acceptance of service deliverables.

See Section 2.3.3 (Deliverable Acceptance Process) of the SOW.

- 11. Warranty for service deliverables.** We warrant that the service deliverables will materially conform to the functional specifications, if any, at the time of your acceptance and for a period of sixty (60) days thereafter, provided you notify us in writing of any non-conformance within the sixty (60) day period. As our sole obligation and your exclusive remedy for breach of this warranty, we will, at our option, correct any material non-conformance in the service deliverables reported by you within the warranty period or refund the fees you paid us for the non-conforming service deliverables. This warranty shall not apply if (i) the system(s) on which the service deliverables depend, is modified by you or a third party; (ii) is used improperly or (iii) if non-conformance is due to causes external to the services deliverable(s).
- 12. Termination charges.** If we exercise our right to terminate this work order due to your material breach or default, or you terminate this work order without cause, your obligation to pay us for services performed and expenses incurred prior to termination shall include the following:
- a. any amounts previously invoiced but unpaid; and
 - b. fees for services performed through the termination date which have not been invoiced at our then current published hourly rate(s); and
 - c. any and all subcontract cancellation and/or termination charges incurred by us, including the cost of third-party products and services furnished to us but not delivered to you as of the date of termination; and
 - d. full hourly rates for our and our subcontractor personnel for sixty (60) days following the effective date of termination; provided, however, if we reassign the employees during the sixty-(60) day period the amount owed by you shall be reduced by a pro rata amount.
- 13. Change order process.**
- Please refer to Section 3.3 (Change Management Process) of the SOW for the description of the Change Order/Management Process.
- 14. Cure process.** If a list of non-conformances is issued, we will notify you, in writing, of our concurrence or objections within ten (10) days of receipt of such list. We will have a commercially reasonable time to cure all agreed non-conformances. Within ten (10) days following the delivery of our notice that the non-conformances have been corrected, you will (i) issue us a written notice of acceptance, or (ii) if you do not concur, the project managers shall work together in good faith to resolve the dispute, with escalation to senior management for each party as necessary. If the dispute is not resolved within ten (10) days, the parties may agree to use non-binding, third-party mediation to help resolve such dispute(s). We are not obligated to provide any services until the dispute is resolved and will not be liable for any resulting delay. The project schedule will be adjusted accordingly in the event a dispute causes a delay.

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Statement of Work

Workplace Modernization

Prepared for:

JEA

Prepared by:

Jose Villanueva – Solutions Architect

Date: March 21, 2023

Version: 2.0 Final

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This Statement of Work (SOW) and any exhibits, appendices, schedules, and attachments to it are made pursuant to Work Order GVS0232-423275-532792 and describes the work to be performed ("services") by Microsoft ("us," "we") for JEA ("Customer," "you," "your") relating to *Workplace Modernization* ("engagement").

This SOW and the associated Work Order expire 30 days after their publication date (date Microsoft submits to Customer) unless signed by both parties or formally extended in writing by Microsoft.

Introduction

The JEA is a not-for-profit, community-owned utility which provides electricity, water, and sewer demands for Northeast Florida customers. JEA's stated goal is to provide reliable services at the best value to their customers while ensuring their areas' precious natural resources are protected.

The JEA is modernizing systems they use for communication and collaboration and as part of this effort, JEA is looking to invest in systems and technology that will provide the best value to their end users with the least disruption over time, JEA is looking to leverage cloud-based collaboration through the use of SharePoint Online in support of this strategy.

This SOW describes the Microsoft Industry Solutions Workplace Modernization engagement for the Microsoft 365 multi-tenant service and does not include the purchase or activation of the Microsoft 365 service, which must be purchased by the Customer through a separate order. The Microsoft 365 service is not customizable and cannot be modified beyond what is outlined in the Microsoft 365 Service Descriptions. The Customer acknowledges that the Service Descriptions meet or exceed the Customer's minimum requirements for the selected services.

1. Engagement objectives and scope

1.1. Customer objectives

In support of this modernization effort, JEA will work with Microsoft Industry Solutions Delivery to assess, plan, design and implement the taxonomy for an intranet solution leveraging SharePoint Online. The planning and design strategy will include the assessment of data, which currently exists on legacy solutions, led by Microsoft.

Customer objectives for this engagement are listed below. They are provided for business context and are not statements of accountability, or of Microsoft services to be performed. The engagement outcomes and services Microsoft will perform are described in the Areas in scope section.

Objective	Description
Rethink employee experience	Establish an engaging platform that provides a unified and modern employee experience allowing for seamless collaboration and access to applications and data.
Hybrid Work	Provide a secure and trusted user experience from anywhere at any time that minimizes the risk of cyber threats and empowers employees to be at their best.

1.2. Areas in scope

This section outlines the work and activities that will be delivered by Microsoft pursuant to the objectives set forth in this SOW.

1.2.1. Collaboration enablement

Component	Description	Customer responsibilities
SharePoint Online and OneDrive for Business enablement	<ul style="list-style-type: none"> Enablement of Microsoft SharePoint Online and Microsoft OneDrive for Business in a single Microsoft 365 tenant, and configuration of baseline tenant-level settings to Customer specifications 	Provide Microsoft with specific requirements for SharePoint Online

Key assumptions

Component	Assumptions
SharePoint Online and OneDrive for Business enablement	The Tenant is already configured with all the prerequisites including identity before the project starts.

1.2.2. SharePoint modernization

Component	Description	Customer responsibilities
SharePoint content assessment	<ul style="list-style-type: none"> Data collection from <i>Microsoft SharePoint 2013</i> environment with <u>approximately 3,000 users</u> and <u>up to 4 terabytes</u> of content. Assessment of the content and report on issues needing 	<ul style="list-style-type: none"> Install the application inventory assessment tool on all in-scope source farms. Generate and collect inventory scan reports prior to the assessment.

Component	Description	Customer responsibilities
	<p>remediation within the source environment</p> <ul style="list-style-type: none"> • Collaboration with content owners and Customer subject matter experts to review and understand key features in use and any content anomalies. 	<ul style="list-style-type: none"> • Provide access to the source systems the discovery tools will run on. • Install the SharePoint Migration Assessment Tool (SMAT) on the SharePoint Server web front end. • Run the data collection tools and deliver the report generation output. • Identify dependencies that could affect disposition outcomes and migration pathways. • Provide Subject Matter Experts (SME) and business resources to participate in working sessions and report reviews including site owners, IT department, developers, and database administrators
SharePoint modernization assessment	<ul style="list-style-type: none"> • Provide an overview of the scan tool (or tools) and up to eight hours of support per environment of assistance during the setup and execution of tools that will be used to scan Microsoft SharePoint environments. • The following transformation planning will be completed on the source environment SharePoint: <p>SharePoint workflow transformation planning</p> <ul style="list-style-type: none"> • Analysis of discovered classic SharePoint workflow definitions and associated instances to identify patterns for transformation to Power Automate <p>SharePoint InfoPath modernization planning</p> <ul style="list-style-type: none"> • Analysis of discovered InfoPath forms to identify patterns for 	<ul style="list-style-type: none"> • Run the scan tool (or tools) on a <i>single</i> source Microsoft SharePoint 2013 <i>environment</i>. • Participate in workshops to determine the scope of what will be covered in the analysis for items that do not fit patterns.

Component	Description	Customer responsibilities
	<p>transformation to Power Platform</p> <ul style="list-style-type: none"> Analyzed objects will be categorized to determine level of effort for transformation, including identification of complex outliers that do not fit transformation patterns and will require further analysis and planning beyond the scope of this assessment: <ul style="list-style-type: none"> Delivery of <u>up to three (3) three-hour workshops</u> for each in scope category: Workflows / Forms Delivery of <u>up to one (1) three-hour workshop</u> to discuss items individually if they do not meet a transformation pattern Up to eight (8) hours of assistance (for each workshop) with rationalization and prioritization decisions based on findings from the assessment 	
Capacity Based SharePoint Customization Transformation	<p>SPO Transformation Feature Team</p> <ul style="list-style-type: none"> Delivery of <u>up to six (6) two (2) week delivery sprints</u> focused on SharePoint Modernization Transformation assistance to address items identified in the Microsoft SharePoint Online Modernization Transformation Assessment documentation delivered during the previous assessment. The staffing for the feature team is defined on the MS Work Order. 	<ul style="list-style-type: none"> Work with the Microsoft team to define and prioritize the Feature Team backlog. Work with the Microsoft Team to Increase the Feature Team capability using the Change Request process if required.
SharePoint Online content migration	Remediation assistance	Remediation assistance

Component	Description	Customer responsibilities
	<ul style="list-style-type: none"> Delivery of <u>up to 160 hours in up to four (4) weeks</u> of remediation assistance to address items identified in the Microsoft SharePoint Online remediation guide delivered during the previous content assessment <p>Migration enablement</p> <ul style="list-style-type: none"> Configuration of services in the Azure migration environment for <u>up to one (1)</u> SharePoint source environments Deployment and configuration of the migration management portal Configuration of on-premises incremental migration machines Planning and preparation for use of the SharePoint Online Migration Service Assistance for up to three weeks of pilot migration <p>Migration support services</p> <ul style="list-style-type: none"> Maintenance and operation of the content migration service for <u>up to four (4) months</u>. Migration of up to one content type hub and up to one term store into the target environment where site migration content units are included. Migration of <u>up to 4000 Site Migration Content Units in GB</u> of SharePoint site content from the source(s) to the SharePoint Online tenant Migration of <u>up to 0 SPO Document Only Content Units in GBs</u> of SharePoint Online Document Only content from 	<ul style="list-style-type: none"> Resolve issues identified in the remediation checklist. Arrange for any required infrastructure needed to complete the remediation steps. <p>Migration enablement</p> <ul style="list-style-type: none"> Review the artifacts shared by Microsoft team and provide feedback. Provide access as needed to systems/applications, Subject Matter Experts (SME) and general users, in order to derive detailed understanding of the requirements. Provide a user mapping file that clearly articulates the mapping between the user's current UPN and target UPN. Conduct migration planning and create the migration schedule. Provide content validation point of contact with the authority to review and coordinate activities. Provide content owners that will validate content and provide content owners appropriate training on SharePoint Online and the testing process. Provide site banner notification text. Provide text for automated email notifications. Provide site mapping for each site scheduled for each wave. Review the Microsoft provided high-level migration plan. Resolve all problems identified in the SharePoint Online remediation guide prior to the start of Migration enablement. <p>Migration</p>

Component	Description	Customer responsibilities
	<p>the source(s) to the SharePoint Online target tenant</p> <ul style="list-style-type: none"> • Provide migration scheduling assistance for on-demand content migration. • Provide post-migration support, for a fixed duration of two weeks, with one onshore resource and one offshore resource for 80 hours each at the conclusion of SharePoint Online migrations 	<ul style="list-style-type: none"> • Create end-user communications, documentation, training, and change management. • Lock down managed metadata modifications. • Validate that all users who must retain access for migrated content are active in the SharePoint Online target environment two weeks prior to the start of content migration. Users who are not available in the tenant prior to this phase might lose permissions or lose metadata on content and, consequently, might need to be reauthorized manually after the migration for certain sites or documents. • Set site collections to read-only prior to the start of incremental migrations • Coordinate with the Microsoft Migration Team, including finalizing the migration schedule. • Implement remediation actions categorized as post-migration activities.

Key assumptions

Component	Assumptions
SharePoint Online content migration	<ul style="list-style-type: none"> • <u>The migration effort estimates and timeline will be reviewed once the Assessment phase is concluded, and a Change request might be required to adjust the Migration Team capacity to be aligned with the findings and the Migration plan.</u> • A Microsoft Services content assessment will have been completed within six months of the start of the engagement. • No growth percentage has been considered for determination of the total content amount to be migrated. If the Customer identifies more content or the content size grows a change request will be required. • All sample migrations will be performed with production content and targeting production environments. • One week out of every six weeks will be used for maintenance activities for the migration service. Content cannot be scheduled or migrated during this

	<p>week. Maintenance activities will be performed at the discretion of Microsoft to maintain the health of the service.</p> <ul style="list-style-type: none"> • Each site collection to be migrated will have both a technical owner and a content owner assigned. • The Customer will use a Microsoft-designated tool for logging defects and for approving sites. • Site collections owners will be notified when the site collections are made read-only for incremental migration. • Custom site or web templates will be mapped to the nearest out-of-the-box site or web templates. • The site notification engine will be deployed prior to the start of migration. • Resolution of in-scope defects will be limited to SharePoint Online content migration related problems. Any product related problems identified during the migration must be handled through existing traditional product support channels. • Sometimes files do not get migrated even after repeatedly trying incremental migrations. Microsoft will perform three attempts per such file and provide specific details to the Customer in cases when after three trials the file is not migrated by the tool. In such cases the Customer will migrate files manually. Our experience is that these instances are rare (such content is typically less than one percent of migrated files), but they can occur due to a setting problem or corruption on the source. • Any metadata on content that refers to a specific user who is no longer available in the tenant will be mapped to a generic system account. • The sites in the target environment will have a new URL. • Previous checked in page versions will not be processed to remediate missing web parts and URLs. • The migration schedule will be defined and managed at the site collection level. • Published pages will be migrated as is, with the assumption that any required cascading style sheet (CSS) changes or JavaScript modifications will have already been completed and deployed. • The target visual interaction model will conform to the out-of-the-box SharePoint Online experience, and this might not conform visually to the existing SharePoint implementation. • SharePoint Online content validation is considered acceptance testing, and the Customer is responsible for acceptance testing. • Incremental migration is assumed to be eight percent of batch size and is expected to be completed in not more than two days. • Content migrated is determined by the source site collection total volume. • No information architecture changes will be made to the source content within 10 business days of the scheduled migration. • No more than 4,000 total subsites will be included in any individual wave. <p>SPO Document Only content units</p> <ul style="list-style-type: none"> • Site collections are either classified as "Site Migration" or "Document Only".
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	<ul style="list-style-type: none"> • "Document Only" identified site collections will migrate document libraries only, with the documents created by/modified by metadata only, and those site collections are greater than 25 GB. • All permissions will be inherited from the document library. • The SharePoint Online Document Only migration approach does not migrate document libraries that have additional content type on them. (for example: a document library that also has a document-set content type) • When the SharePoint Online Document Only migration approach is being used, special characters within file names must be remediated at the source, these will not be migrated due to tooling limitation (for example: ~ " # % & * : < > ? / \ { })
Capacity Based SharePoint Customization Transformation	<ul style="list-style-type: none"> • <u>The Feature team capacity will be reviewed once the Assessment phase is concluded, and a Change request might be required to adjust the Feature Team capacity to be aligned with the findings and the transformation plan.</u> • Transformation runs in parallel with the migration and any change in the transformation or migration timeline will affect the project and a change request might be required to adjust the project schedule.

1.2.3. Engagement compliance, privacy, and security

Microsoft will provide the following services so that the engagement adheres to the Customer's information compliance, data privacy, and security requirements.

Area	Description	Customer responsibilities
Data protection questionnaire	<ul style="list-style-type: none"> • Discovery of the Customer's data protection environment for engagement delivery • Completion of a Microsoft-internal data protection questionnaire (DPQ) that provides a view of current issues and compliance requirements that may be required according to applicable data protection requirements • The DPQ covers data discovery, classification, and the applicability of security controls. 	<ul style="list-style-type: none"> • Provide Microsoft with a baseline understanding of relevant data protection requirements. • Provide inputs for data classification to determine personal, sensitive personal, confidential, and highly confidential data.
Solution security design review	<ul style="list-style-type: none"> • Review and assessment of the solution architecture for design-related security issues • Recommendation of mitigations for identified design-related security issues 	<ul style="list-style-type: none"> • Provide Microsoft with relevant security policy documentation. • Subject matter experts (SME)s will participate in the security design review.

1.2.4. Testing and defect remediation

Testing

The following testing is included in the scope of the engagement.

Test type (environment)	Description	Responsibility			
		Perform Test	Provides data	Provides test cases	Provides guidance and support
Functional testing (production)	Tests performed to validate individual elements of the solution function as intended before full implementation in the production environment.	Microsoft	Customer	Microsoft	Customer
Validation testing (production)	Tests performed in the production environment to validate that the implemented solution is functioning as designed.	Microsoft	Customer	Microsoft	Customer
User acceptance testing (UAT) (production)	UAT performed by the Customer to validate the implemented solution	Customer	Customer	Customer	Microsoft
Migration testing (production)	Tests performed in the production environment to validate migration using test accounts and data.	Microsoft	Customer	Microsoft	Customer

Defect remediation

If defects are identified during delivery, the priority of the item will be jointly agreed upon by the Customer and Microsoft using the criteria defined in the following table. Defects that are in scope for remediation will be added to the backlog and prioritized against other in-scope work items.

Priority	Description	Remediation in scope?
P1	Blocking defect Development, testing, or production deployment cannot proceed until this type of defect is corrected. The solution cannot deploy, and the team cannot achieve the next milestone until such a defect is corrected.	Yes

Priority	Description	Remediation in scope?
P2	Significant defect This type of defect must be fixed prior to moving to production. Such a defect, however, will not affect test plan implementation.	Yes
P3	Important defect This type of defect is important to correct, however, it is possible to move forward into production through the use of a workaround.	No; the defect will be logged. Remediation will be performed through an agreed-upon change request only.
P4	Enhancements and cosmetic defects This type of defect includes feature enhancement and cosmetic defects, and design requests that vary from original concepts.	No; the defect will be logged. Remediation will be performed through an agreed-upon change request only.

1.3. Technology requirements

The products and technology listed in the following table are required for the engagement. The Customer is responsible for obtaining all specific licenses, products, or subscriptions.

Component	Product and technology item	Version	Description	Ready by
All	Microsoft 365 licenses	Not applicable	Licenses must be allocated in the target Microsoft 365 environment for all users who will be involved in migration.	Start of design and implementation
All	Power BI	Pro	All team members and stakeholders who will interact with any dashboards created during the engagement will need a license.	Start of engagement
All	Microsoft Azure DevOps	Not applicable	Used for the backlog and code repository, as required. Microsoft will provide an Azure DevOps environment to use unless Customer prefers to host this themselves.	Start of engagement

Component	Product and technology item	Version	Description	Ready by
SharePoint modernization assessment	Microsoft Azure subscription	Not applicable	Microsoft Azure will be used to host discovery and migration tools for the engagement. Microsoft will require access to create and manage resources in this Azure subscription.	Start of engagement
SharePoint Online content migration	Microsoft Azure subscription	Not applicable	Microsoft Azure will be used to host discovery and migration tools for the engagement. Microsoft will require access to create and manage resources in this Azure subscription.	Start of engagement

1.4. Environment requirements

The following environments will be required for the engagement.

Environment	Location	Responsible for configuration and maintenance	Subscription ownership	Ready by
Production	Customer on-premises, Microsoft Azure, Microsoft 365	Customer	Customer	Start of engagement
Managed migration environment for SharePoint Online content migration	Microsoft Azure	Microsoft	Microsoft	Start of engagement

1.5. Areas out of scope

Any area not explicitly included in the Areas in scope section is out of scope for Microsoft during this engagement. Areas out of scope for this engagement include the following.

1.5.1. General

Area	Description
Product licenses and subscriptions	Product licenses (Microsoft or non-Microsoft) and cloud service subscriptions are not included, unless otherwise stated
Hardware	Microsoft will not provide hardware for this engagement.
Management of non-Microsoft resources	Management of third party or Customer resources or tasks
Third-party software	Design, configuration, integration, deployment, or issue resolution for commercially available third-party software
Product bugs and upgrades	Product upgrades, bugs, and design change requests for Microsoft products
Process reengineering	Designing functional business components of the solution
Organizational redesign	Designing or redesigning of Customer's functional organization
User communications	Microsoft will not manage any direct user communications associated with the engagement
Training	Formal in-class user training related to products or technology that includes workshops, classrooms, and training materials, unless explicitly listed as in scope in the Areas in scope section
Governance and regulatory compliance	Microsoft will not be responsible for build, assessment or review of governance or regulatory compliance
Microsoft 365 service descriptions	Migration of content that does not adhere to the published Microsoft 365 service descriptions for the target environment.
Support for custom solutions	Support for any scripts, dashboards, or applications produced by Microsoft during delivery, beyond the duration of the engagement
Information security policies	Creation of Information security policies or application development security policies
Application security code review	Security review will not be conducted for any application or applications outside the scope of this engagement.

Area	Description
Comprehensive security and compliance assessment, mitigation, or implementation	<p>Microsoft security and compliance review is limited to the scope of features within this engagement and is intended to target the commercially reasonable context of this application in view of the Customer's information security, compliance, and data privacy policies.</p> <p>A complete or comprehensive security and compliance assessment for the customer marketplace and technology environment is out of scope, along with mitigation or security solutions not explicitly included in the scope of the engagement per <i>General project scope</i> section.</p>
Regulatory standards	Attestation/certification of the application solution to any regulatory standards

1.5.2. Collaboration enablement

Component	Area	Description
SharePoint Online and OneDrive for Business enablement	Content migration to SharePoint Online and OneDrive for Business	No content will be migrated to SharePoint Online or OneDrive for Business under the scope of this project during the collaboration enablement activities.
SharePoint Online and OneDrive for Business Enablement	SharePoint Online and OneDrive for Business detailed policy design and configuration	SharePoint Online and OneDrive for Business Enablement excludes design and configuration of DLP rules. These items are out of scope for the project unless explicitly listed as in scope in the Areas in scope section.

1.5.3. SharePoint modernization

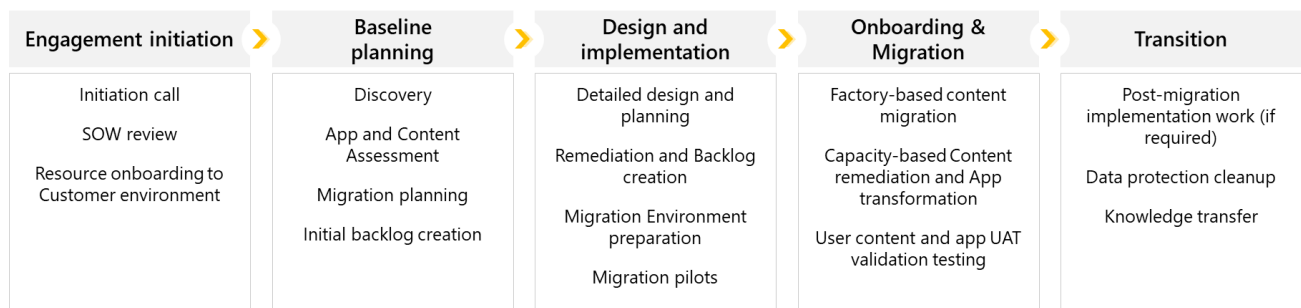
Component	Area	Description
SharePoint modernization assessment	Implementation and migration	<p>The assessment does not include the following unless explicitly listed as in scope elsewhere in this SOW:</p> <ul style="list-style-type: none"> Roadmap or transform guidance is not supported by Power Platform <i>for InfoPath</i> A migration plan that consists of tools, resources, environmental architecture, methodology, and target definitions Migration of source content or workflows

SharePoint modernization assessment	Third-party software	<ul style="list-style-type: none"> • Identification and recommendation of specific third-party replacement solutions and products • Assessment of workflows using other third-party software
SharePoint Online content migration	Migration items not listed in scope	<ul style="list-style-type: none"> • Migration of MySites or Microsoft OneDrive for Business personal sites • Development, remediation, or customization of master pages, style sheets, or other branding artifacts • Migration of any changes to site information architecture within 10 business days of the scheduled migration • A list of other limitations for SharePoint Online content migrations is included in the table in the Appendix SharePoint data migration section.
Capacity Based SharePoint Customization Transformation	Development	<ul style="list-style-type: none"> • Development outside Power Platform, and/or SharePoint Online Framework Development.

2. Delivery approach, completion, and timeline

2.1. Delivery approach

The engagement will be delivered using an iterative approach, as depicted in the following graphic:



Microsoft will collaborate with the Customer to produce and iterate upon the solution described in the Areas in scope section, starting from a template backlog that represents an established Microsoft technical approach. The backlog will be tailored and prioritized during baseline planning to reflect the Customer's objectives and key results (OKRs) and specific requirements for the solution.

Work will be completed in sprints to create the solution in increments and implement it in the production environment.

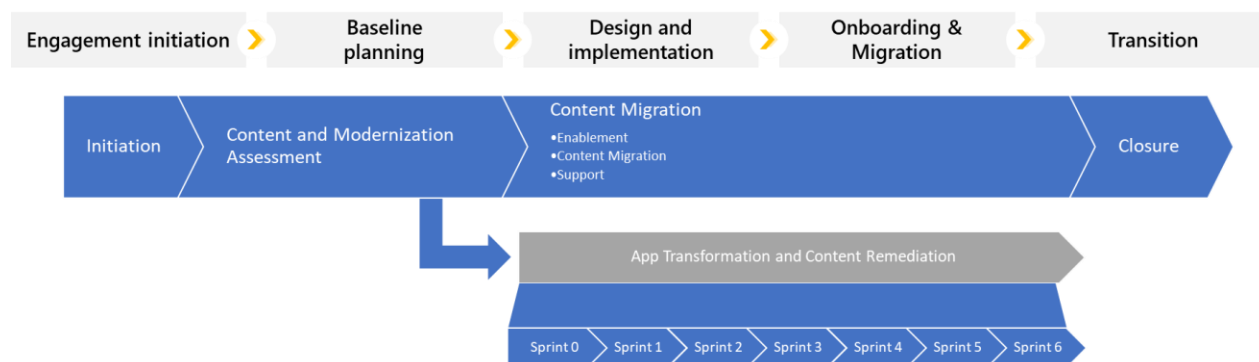
The key tenets of this approach are as follows:

- Up-front planning limited to decisions that are difficult or expensive to change later

- Representation of solution features and requirements in a backlog, aligned with Customer OKRs for the engagement
- Prioritization of the backlog to deliver value early and often, with consideration for technical dependencies and required or advised order of operations
- Work completed in fixed-duration sprints that produce increments of value
- Time-bound planning for each sprint
- Time-bound sprint reviews that are used to demonstrate aspects of the solution and gather feedback on completed work
- Regular retrospective meetings for continuous improvement
- Continuous planning and course correction, as needed, within the boundaries of engagement scope

This is a fixed-capacity engagement. Microsoft will maintain ownership of the backlog to allow for completion of in-scope work within the estimated timeline and budget, working in close consultation with the Customer on associated decisions. At the end of each sprint, the Microsoft team and Customer decision makers will review the progress made against the objectives to determine if any changes to scope are required using the Change management process.

A sample timeline is depicted in the following image:



2.1.1. Workstreams

The engagement will be organized into workstreams as defined in the Timeline section. After engagement initiation, baseline planning will be performed at the engagement level to establish solution-level requirements and architecture. Upon the start of each workstream, additional baseline planning will be performed to refine requirements and architecture as necessary, and to establish the initial backlog of work items for the workstream.

During the engagement, each workstream will proceed through the phases described in this section on an independent schedule that considers cross-workstream dependencies, prioritization, and staffing optimization. For example, the first workstream might be in migration while the second is still iterating on its aspect of the solution. An overarching delivery plan will be established during engagement baseline planning, and interdependency between workstreams will be managed by the governance team through regular cross-workstream standup meetings.

2.1.2. Engagement initiation

Before beginning the engagement and dispatching resources, the following prerequisites must be completed, remotely where applicable.

Category	Description
Microsoft activities The activities to be performed by Microsoft	<ul style="list-style-type: none"> Conduct an initiation call to commence team formation and communicate expectations. Document the engagement-launch prerequisites using input from this SOW. Track the status of prerequisites and adjust the engagement initiation phase start date accordingly. Conduct a detailed walk-through of the SOW with Customer to agree on an initial engagement schedule and approach. Initiate onboarding of Microsoft resources into Customer environment.

Category	Description
Customer activities The activities to be performed by the Customer	<ul style="list-style-type: none"> Attend and participate in the initiation call. Assign responsibilities for engagement initiation and launch prerequisites to accountable Customer resources and establish target completion dates. Complete the engagement initiation and launch prerequisites. Staff the engagement with the required Customer resources in the timeframes that were agreed upon in the initiation call.

2.1.3. Baseline planning

The engagement will begin with baseline planning, during which Microsoft and the Customer will agree on an architecture for the solution and determine the migration plan. These are high-level baselines at this stage of the engagement and will inform the initial backlog. Detailed design and planning for the solution will be completed later, during sprint-based delivery.

If baseline planning results in any material deviations to the engagement scope or estimates, they, and their implications, will be discussed with the Customer. The impact of any such changes will be addressed using the Change management process.

Category	Description
Microsoft activities The activities to be performed by Microsoft	<ul style="list-style-type: none"> Prepare for, and conduct, the engagement kickoff meeting. Meet with stakeholders to review, or define, objectives and key results and to capture key concerns and requirements for the engagement. Create a risks, actions, issues, decisions (RAID) log and review it with the Customer. Create a project communication matrix that can be used to identify the meeting cadence, key stakeholders, and general communication strategy. Create a preliminary engagement status report to review with the Customer project manager and refine as necessary. Complete discovery for in-scope environments. Conduct discovery of the Customer's baseline data protection requirements through completion of a data protection questionnaire (DPQ). Identify the applicable issues and compliance requirements that may arise, based solely on the information provided by the Customer as part of the DPQ. Conduct architecture, deployment, and migration planning workshops, as necessary, to brief decision makers on available options and tradeoffs. Create a candidate architecture, conduct reviews with the Customer, and iterate as necessary to finalize. Create the initial backlog, starting with a Microsoft-provided template, to capture Customer requirements and the work required for design and implementation of the solution.

Category	Description
	<ul style="list-style-type: none"> • Identify preparation tasks that must be completed by the Customer and add associated work items to the backlog. • Work with the Customer to prioritize the work items that are required for the solution, within the boundaries of scope defined in the Areas in scope section. Work items that are out of scope may be tracked in the backlog for completion by the Customer or may be added to scope using the Change management process. • Collaborate with Customer to create a definition of done that describes the criteria that will be used to decide when a user story or backlog item is complete. • Create a delivery plan that captures key engagement milestones and the expected timeline. • Complete the assessment of source environment data that is in scope for migration to Microsoft 365 and identify issues that the Customer must remediate to allow for successful migration. This work may continue beyond baseline planning.
Customer activities The activities to be performed by the Customer	<ul style="list-style-type: none"> • Participate in the engagement kickoff. • Manage scheduling and logistics for engagement workshops. • Provide Customer engagement participant contact information, including email addresses, and confirm they can access the engagement workspace. • Provide required environment access to Microsoft resources. • Make stakeholders and SMEs available for interviews and workshops. • Name a decision maker for each key decision and make them available for architecture and migration planning workshops. • Make decisions expeditiously to facilitate the timely completion of the baseline architecture and migration plans. • Provide Microsoft with access to the Customer's architecture or integration documents. • Manage the Customer architecture review process. • Clarify requirements as needed. • Participate in deliverable reviews and provide feedback to the Microsoft team on candidate architecture and migration plans. • Review the RAID log with the Microsoft project manager and assign appropriate resources to actions, issues, and risks. • Work with Microsoft to generate a project communication matrix. • Provide templates or review existing templates that will be used for status reports. • Work with Microsoft to mutually agree on and prioritize the work items that are required for the solution. • Contribute to the creation of the delivery plan by representing the timeline for Customer-engagement activities.

Category	Description
	<ul style="list-style-type: none"> • Provide Microsoft with access to the Customer's security policy, standards, and/or practices documentation relevant to the engagement scope. • Attend data classification sessions, if applicable, and provide input. • Attend engagement compliance, privacy, and security information gathering and design review sessions. • Provide all security procedures and policies that the Microsoft team must comply with and follow.

2.1.4. Design and implementation

The delivery team will work in sprints. Microsoft will work with the Customer to prioritize and complete work items in the backlog to complete the engagement scope identified in the areas in scope section.

Each delivery sprint will last two to four weeks. The duration of sprints will be determined in collaboration with the Customer during baseline planning and may be changed at any time via mutual agreement to improve delivery.

This work will culminate in one or more migration pilots, during which the team will gather feedback from early adopters and make iterative improvements to the solution before full-scale migration.

Category	Description
Microsoft activities The activities to be performed by Microsoft	<ul style="list-style-type: none"> • Lead sprint planning meetings on the first day of every sprint to determine the goals for the sprint and the work items that will be included. • Lead regular sprint standup meetings, which are intended to be 15 minutes in duration. • Complete assigned work items for the current sprint. • Lead sprint review meetings at the end of each sprint to review work completed, gather feedback, and make any necessary refinements to the backlog. • Lead sprint retrospective meetings, during which the team will evaluate its performance and identify opportunities for improvement in future sprints. • Identify impediments to progress. • Manage the backlog in consultation with the Customer. • Complete detailed design and planning for the implementation of work items, and conduct workshops with Customer, as necessary. • Perform a review of solution design to identify architecture-level security issues and create security findings report. • Identify tasks that must be completed by Customer and add associated work items to the backlog. • Create test plans and complete testing for the solution as defined in the Testing and defect remediation section. • Complete production implementation for work items.

Category	Description
	<ul style="list-style-type: none"> • Create a runbook for in-scope migrations with task assignments for Microsoft and Customer team members. • Complete migration enablement to prepare migration tools for use in the environment. • Where defined in the Areas in scope section, complete pilot migrations to gather feedback and make iterative improvements before full-scale migration. These improvements will be added to the backlog.
Customer activities The activities to be performed by the Customer	<ul style="list-style-type: none"> • Participate in sprint planning meetings. • Participate in sprint standup meetings. • Complete assigned backlog items for the current sprint or to prepare for the completion of in-scope work. • Participate in sprint review meetings. • Participate in sprint retrospective meetings. • Assist Microsoft with management of the backlog and provide input to prioritization decisions. • Participate in design and planning workshops and make required decisions to allow for the implementation of work items. • Participate in Microsoft-led testing activities and complete any testing assigned to the Customer, as defined in the Testing and defect remediation section. • Provide required access to environments to allow for the implementation of work items or provide administrators who can work alongside Microsoft to make changes. • Complete any required implementation work for third-party products, including associated design and planning. • Manage the Customer change control process. • Take ownership of the solution for ongoing management and support. • Manage all user communications. • Identify the users and resources that will be included in any pilots at least two weeks prior. • Review and provide feedback on the runbook.

2.1.5. Migration

After completion of pilots as described in the previous section, work will proceed to full-scale migration, during which Microsoft will complete the in-scope work described in the Areas in scope section for migration activities.

The Microsoft team will engage during this phase at the staffing levels and durations defined in the Areas in scope section to complete in-scope migration activities.

Category	Description
Microsoft activities The activities to be performed by Microsoft	<ul style="list-style-type: none"> • Configure and operate migration tools to complete in-scope data and service migration. • Perform preflight checks, remediate issues associated with in-scope work, and report remaining errors to the Customer for remediation. • Migrate in-scope SharePoint data to Microsoft 365 using a staggered wave pattern, releasing content to the target environment up to once per week. • Retry items that fail migration for any reason, up to three times. • Report on migration status. • Assist with support during the migration for escalated and reproducible issues that are associated with in-scope work.
Customer activities The activities to be performed by the Customer	<ul style="list-style-type: none"> • Remediate any preflight errors identified by Microsoft that are assigned to Customer or not associated with in-scope work. • Create and manage the migration schedule based on input from Microsoft, including the selection of pilot users and data. • Manage all user communications. • Provide all user-facing support and work with Microsoft on any escalated and reproducible issues that are associated with in-scope work. • Complete UAT for SharePoint Online content migration, as defined in the Testing and defect remediation section, within the first two migration waves for any in-scope SharePoint site migration. During UAT, site owners will have four business days per wave to identify and report issues with migrated content using a Microsoft-designated tool, after which migrated sites will be considered accepted and will not be subject to further remediation by Microsoft. Migrated content for following waves will be deemed accepted upon delivery.

2.1.6. Transition

During transition, the engagement is formally closed with the Customer.

Category	Description
Microsoft activities The activities to be performed by Microsoft	<ul style="list-style-type: none"> • Verify that engagement closure activities are complete, including lessons learned and knowledge transfer to Customer operations and support teams. • Complete data protection clean-up activities to remove Customer data per Microsoft's commitments to Customer. • Ensure all relevant credentials or secrets related to the project scope have been provided to the Customer. • Conduct an engagement closeout meeting with the Customer.

Category	Description
Customer activities The activities to be performed by the Customer	<ul style="list-style-type: none"> Remove access for the Microsoft delivery team from all systems. Rotate or change relevant credentials or secrets related to the project scope for ongoing production deployment. Participate in the engagement closeout meeting.

2.2. Deliverables

Microsoft will provide the following deliverables for the engagement. If deliverables do not require acceptance, then they are deemed accepted upon delivery.

Name	Description	Acceptance required
Sprint completion report	A report that lists the in-scope/backlog items that have been completed during the sprint, any planned work that was not completed, and any engagement risks or problems. This report is produced as an output of each sprint.	No
Migration plan	A document that describes the high-level plan for the migration.	Yes
Migration report	A document that summarizes the results of migration for a migration window or wave, including success or failure for included users and resources.	No
Security findings	When required to obtain direction from the Customer, Microsoft at its discretion, may share security findings from the review of solution design added to the project planning, risk log, or backlog as applicable.	No

2.2.1. Component-specific deliverables

Microsoft will provide the following deliverables for the engagement where the corresponding component in the table below is listed as in scope in the Areas in scope section of this SOW. If the corresponding component is not listed in the Areas in scope section, the work to produce the deliverable will not be completed and the deliverable will not be provided. If deliverables do not require acceptance, then they are deemed accepted upon delivery.

Component	Name	Description	Acceptance required
SharePoint content assessment	SharePoint Content assessment findings	A document that summarizes findings from the SharePoint content assessment, a list of identified content-level issues, and guidance for the remediation required to allow for successful migration to Microsoft 365.	Yes
SharePoint modernization assessment	Findings Document	A document that captures transformation decisions made during the workshop, identifies items that meet patterns and their options for transformation, identifies items that do not meet transformation patterns, and any decisions made during the review of those. The document also details the high-level plan for the completion of the transformation.	Yes

2.3. Completion and definition of done

2.3.1. Delivery sprint completion

As part of each sprint review, the delivery team will review and demonstrate each backlog item completed in the delivery sprint and confirm whether it is considered “done” using the “Definition of Done” agreed to during baseline planning. Each completed backlog item will be recorded as such in the backlog. The results will also be included in the sprint completion report. The delivery team will also review the progress made toward the higher-level objectives through a review of work completed and available telemetry data.

2.3.2. Backlog item completion

Backlog items do not require formal sign-off or Customer acceptance when they are completed by the delivery team. Any defects found in a finished backlog item will be added to the backlog as a defect and prioritized against other backlog items.

2.3.3. Deliverable acceptance process

During the engagement, Microsoft will submit certain deliverables (listed in the Deliverables section as deliverables with “Acceptance required” equal to “Yes”) for the Customer’s review and approval.

Within three business days after the date of submittal, the Customer is required to:

- **Accept the deliverable** by signing, dating, and returning a service deliverable acceptance form, which can be sent by email, or by using (or partially using) the deliverable.

Or

- **Reject the deliverable** by notifying Microsoft in writing. The Customer must include a complete list of reasons for rejection.

Deliverables shall be deemed accepted unless the written rejection notification is received by Microsoft in the time frame specified.

If a rejection notification is received, Microsoft will correct problems with deliverables that are in scope for the engagement (and documented in this SOW), after which the deliverable is deemed accepted.

Problems that are outside the scope of this SOW, and issues provided after a deliverable has been accepted, will be addressed as a change request and managed as described in the Change management process section.

2.4. Timeline

Microsoft has estimated engagement duration based on our current understanding of Customer's environment and requirements, and we assume that Customer will support the completion of all in-scope work within these timelines. All dates and durations are relative to the engagement start date and are estimates only. During baseline planning, a detailed timeline will be developed based on a more in-depth understanding of requirements. If the engagement timeline changes significantly, a change request may be issued following the change management process documented in the Change management process section.

Workstreams	Phase	Duration
App and Content Assessment	Baseline planning and data capture	1 week
	Content Assessment	2 weeks
	Transformation Assessment	3 weeks
Content Migration	Enablement	5 weeks
	Migration Waves	8 weeks
	Transition	2 weeks
Capacity Based App and Content Remediation	Baseline planning	2 weeks
	Delivery sprints	12 weeks

Workstreams	Phase	Duration
	Transition	1 weeks
Total engagement duration		23 weeks

3. Engagement governance

The governance structure and processes the team will adhere to for the engagement are described in the following sections:

3.1. Engagement communication

In addition to the communication mechanisms built into the delivery approach, the following will be used to communicate during the engagement:

- **Communication plan:** this document will describe the frequency, audience, and content of communication with the team and stakeholders. It will be developed by Microsoft and the Customer as part of engagement planning.
- **Status reports:** the Microsoft team will prepare and issue regular status reports to engagement stakeholders per the frequency defined in the communication plan.
- **Status meetings:** the Microsoft team will schedule regular status meetings, according to the frequency defined in the communication plan, to review the overall engagement status, the acceptance of deliverables, and review open issues and risks.

3.2. Risk and issue management

The following general procedure will be used to manage active engagement issues and risks during the engagement:

- **Identify:** identify and document engagement issues (current problems) and risks (potential events that could impact the engagement).
- **Analyze and prioritize:** assess the impact and determine the highest priority risks and issues that will be managed actively.
- **Plan and schedule:** decide how to manage high-priority risks and assign responsibility for risk management and issue resolution.
- **Track and report:** monitor and report the status of risks and issues.
- **Escalate:** escalate to engagement sponsors the high impact issues and risks that the team is unable to resolve.
- **Control:** review the effectiveness of the risk and issue management actions.

Active issues and risks will be monitored and reassessed on a weekly basis.

3.3. Change management process

During the engagement, either party may request modifications to the services described in this SOW. These changes only take effect when the proposed change is agreed upon by both parties. The change management process steps are:

- **The change is documented:** all change requests will be documented by Microsoft in a Microsoft change request form and submitted to the Customer. The change request form includes:
 - A description of the change.
 - The estimated effect of implementing the change, including impact on the engagement scope, schedule, and fees.
- **The change is submitted:** the change request form will be provided to the Customer.
- **The change is accepted or rejected:** the Customer has three business days to confirm the following to Microsoft:
 - Acceptance—the Customer must sign and return the change request form.
 - Rejection—if the Customer does not want to proceed with the change or does not provide an approval within three business days, no changes will be performed.
- **Any delays due to Customer dependencies, deliverables, or change in the listed assumptions or scope may have an impact on the engagement schedule, effort and cost will be managed by Change Management Process outlined in this section.**

During the engagement, either party can request, in writing, additions, deletions, or modifications to the services described in this SOW ("change"). Approved changes will be managed through amendments and could lead to additional costs and schedule impacts. We shall have no obligation to commence work in connection with any change until the details of the change are agreed upon in an amendment signed by the authorized signatories from both parties.

Within three (3) consecutive business days of receipt of the proposed amendment, you must either indicate acceptance of the proposed change by signing the amendment or advise us not to perform the change. If you advise us not to make the change, we will proceed with the original agreed upon services only. In the absence of your acceptance or rejection within the previously noted time frame, we will not perform the proposed change.

3.4. Escalation path

The Microsoft project manager will work closely with the Customer project manager, sponsor, and other designees to manage engagement issues, risks, and change requests as described previously. The Customer will provide reasonable access to the sponsor or sponsors to expedite resolution. The standard escalation path for review, approval, or dispute resolution is as follows:

- Delivery team member (Microsoft or the Customer)
- Project manager (Microsoft and the Customer)
- Delivery management executive and the Customer engagement sponsor
- Executive steering committee

3.5. Engagement completion

The work for this engagement involves both agile work and migration work. The agile work is driven by a backlog which may not all be delivered during the engagement. The migration work will result in a specific migration scope completed.

Microsoft will provide Services defined in this SOW to the extent of the fees available and the term specified in the Work Order. If additional services are required, the change management process will be followed and the contract modified. The engagement will be considered complete when at least one of the following conditions has been met:

- All fees available have been utilized for Services delivered and expenses incurred.
- The term of the engagement has expired.
- All Microsoft activities and in-scope items have been completed.
- The Work Order has been terminated.

4. Engagement organization

4.1. Executive steering committee

The executive steering committee provides overall senior management oversight and strategic direction for the engagement. The executive steering committee for the engagement will meet per the frequency defined in the communication plan and will include the roles listed in the table below. The responsibilities for the committee include:

- Making decisions about the engagement's strategic direction.
- Serving as a final arbiter of engagement issues.
- Approving significant change requests.

Role	Organization
Engagement sponsor	Customer
Delivery management executive	Microsoft
Microsoft project manager	Microsoft
Customer project manager	Customer
Architecture lead	Microsoft
Architecture lead	Customer

4.2. Engagement roles and responsibilities

Customer

Role	Responsibilities
Engagement sponsor	<ul style="list-style-type: none">• Participate in the executive steering committee.• Serve as a point of escalation to support clearing engagement roadblocks.• Serve as a final arbiter of engagement issues.• Make decisions about the engagement strategic direction.• Approve change requests.
Customer project manager	<ul style="list-style-type: none">• Manage and coordinate the overall engagement and deliver it on schedule.• Take responsibility for Customer resource allocation, risk management, engagement priorities, and communication to executive management.• Collaborate with the Microsoft project manager on progress tracking and reporting.• Collaborate with the Microsoft project manager to remove impediments that affect the progress of the team.• Coordinate decisions within three business days, or according to an otherwise agreed-upon timeline.
Customer architecture lead	<ul style="list-style-type: none">• Partner with the Microsoft architecture lead to understand business needs and objectives.• Serve as the primary technical point of contact for the Microsoft team.• Provide requirements and make decisions related to the architecture and migration plan.• Review engagement deliverables and provide feedback.• Advise on prioritization decisions and management of the backlog, including the requirements for minimum viable product for the solution.
Change management lead	<ul style="list-style-type: none">• Responsible for managing and coordinating the change management activities.• Attend activities, sessions, workshops, or classes relevant to his or her scope of influence and help drive the change program.• Identify, schedule, and assist with coordinating interviews and gathering organizational information.
Security contact	<ul style="list-style-type: none">• Provide technical documentation for the contract-identified/engagement-specific data protection requirements, standards, and other identified Customer expectations for security and privacy.• Complete post-project review, credential rotation, and access removal.

Role	Responsibilities
Microsoft 365 service administrators	<ul style="list-style-type: none"> Collectively responsible for all source and target Microsoft 365 tenants and services in scope for the engagement. Participate in interviews and provide information about the current environment. Review engagement deliverables. Provide access to environments as required to complete engagement work. Complete assigned work items, including identified preparation work required for the completion of the Microsoft engagement scope. Participate in testing. Provide support for the migration and engage Microsoft for assistance, as required.
On-premises SharePoint administrators	<ul style="list-style-type: none"> Collectively responsible for any source on-premises SharePoint Server environments in scope for the engagement. Participate in interviews and provide information about the current environment. Review engagement deliverables. Provide access to environments as required to complete engagement work. Complete assigned work items, including identified preparation work required for the completion of the Microsoft engagement scope. Participate in testing. Provide support for the migration and engage Microsoft for assistance, as required.
Active Directory administrators	<ul style="list-style-type: none"> Collectively responsible for all source and target Active Directory Domain Services (AD DS) environments in scope for the engagement. Participate in interviews and provide information about the current environment. Review engagement deliverables. Provide access to environments as required to complete engagement work. Complete assigned work items, including identified preparation work required for the completion of the Microsoft engagement scope. Participate in testing. Provide support for the migration and engage Microsoft for assistance, as required.
Network lead	<ul style="list-style-type: none"> Provide information regarding network architecture and configuration, including available bandwidth at relevant sites. Responsible for design and configuration changes to any on-premises networking equipment required to support the solution.

Role	Responsibilities
	<ul style="list-style-type: none"> Monitor network performance during the engagement to identify any bottlenecks associated with in-scope work. Establish network connectivity with Microsoft managed service environments in Microsoft Azure, if required, via VPN or Azure ExpressRoute.
UAT lead	<ul style="list-style-type: none"> Create test plans for UAT and coordinate all Customer resources for testing, including application owners, as necessary. Coordinate UAT during testing and migration pilots. Notify the delivery team of any defects identified during UAT.
Scheduling lead	<ul style="list-style-type: none"> Responsible for the migration schedule. Work with Microsoft to understand key technical factors that influence migration schedule. Coordinate with business stakeholders to understand the impact of blackout dates and business events that influence the migration schedule.
User communications lead	<ul style="list-style-type: none"> Draft and send all user communications related to the engagement. Work with the Microsoft team to verify the technical accuracy of user communications.
Help desk lead	<ul style="list-style-type: none"> Prepare the help desk to support production changes and migration. Oversee the help desk during and after migration, manage all user support, and escalate systemic problems to the Microsoft team, as necessary.

Microsoft

Role	Responsibilities
Delivery management executive	<ul style="list-style-type: none"> Leads the executive steering committee with Microsoft project manager. Serve as a point of escalation to support clearing engagement roadblocks. Serve as the arbiter of engagement issues.
Microsoft project manager	<ul style="list-style-type: none"> Serves as the primary point of contact and takes accountability for service delivery. Manage and coordinate the overall Microsoft project delivery. Serves as the point of contact for contract extensions, personnel matters, and billing. Responsible for capturing and managing success expectations. Take responsibility for Microsoft resource allocation, risk management, engagement priorities, and communication to executive management.

Role	Responsibilities
	<ul style="list-style-type: none"> • Collaborate with the Customer project manager on progress tracking and reporting • Collaborate with the Customer project manager to remove impediments that affect the progress of the team. • Coordinate decisions within three business days, or according to an otherwise agreed-upon timeline. • Assist with management of the backlog. • Facilitate sprint planning, regular standup meetings, sprint reviews, and sprint retrospectives.
Microsoft architecture lead	<ul style="list-style-type: none"> • Assist the Customer with the definition of desired outcomes and objectives and key results. • Help to evaluate implications of trade-off decisions. • Accountable for the overall solution architecture. • Capture key architecture decisions. • Make sure the backlog aligns with Customer objectives and key results and business priorities. • Effectively communicate, collaborate, and align with relevant IT and business stakeholders. • Manage and prioritize the backlog, including the following activities: <ul style="list-style-type: none"> ○ Create and communicate features and backlog items. ○ Define acceptance criteria for backlog items. ○ Prioritize and order backlog items. ○ Make sure that the backlog is transparent, visible, and understood by stakeholders and the delivery team. • Serve as the single point of contact for decisions about backlog items and prioritization. • Actively participate in sprint planning and all sprint reviews. • Provide technical oversight and governance.
Consultants	<ul style="list-style-type: none"> • Take responsibility for the completion of work items in the backlog, including the associated design, planning, implementation, testing, and deployment to production. • Provide combined expertise required for delivery of in-scope work. • Participate in sprint planning, review, retrospective, and regular standup meeting. • Assist with support during in-scope migration. • Work with the customer to perform the final incremental migrations from the customer environment

Role	Responsibilities
Offshore migration team for Microsoft 365	<ul style="list-style-type: none"> • Deploy, configure, and operate migration tools. • Manage migration jobs and conduct cutover migrations according to the Customer's migration schedule. • Provide regular migration status.
Security Consultant	<ul style="list-style-type: none"> • Conduct the solution security design review. • Provide guidance and assistance to the engagement team to identify high-risk configurations and recommend mitigations for the most significant solution design risks.

5. Customer responsibilities and engagement assumptions

5.1. Customer responsibilities

In addition to Customer activities defined elsewhere in this SOW, the Customer is also required to:

- Provide information:
 - This includes accurate, timely (within three business days or as mutually agreed-upon), and complete information required for the engagement.
- Provide access to people and resources.
 - This includes access to knowledgeable Customer personnel, including business user representatives, and access to funding if additional budget is needed to deliver engagement the scope.
 - Provide required environment access to Microsoft resources.
 - Provide access to systems for both onsite and remote work.
- For onsite work, provide a suitable work environment.
- Manage non-Microsoft resources.
 - Customer will assume responsibility for the management of all Customer personnel and vendors who are not managed by Microsoft.
- Manage Customer user communications and readiness, unless otherwise stated in the Areas in scope section.
- Manage external dependencies.
 - Customer will facilitate any interactions with related projects or programs to manage external engagement dependencies.

5.2. Engagement assumptions

The engagement scope, services, fees, timeline, and our detailed solution are based on the information provided by the Customer to date. During the engagement, the information and assumptions in this SOW will be validated, and if a material difference is present, this could result in Microsoft initiating a change

request to cover additional work or extend the engagement duration. In addition, the following assumptions have been made:

- Workday:
 - The standard workday for the Microsoft delivery team is between 9 AM and 5 PM, Monday through Friday, local time where the team is working
- Standard holidays:
 - Observance of consultants' country-of-residence holidays is assumed and has been factored into the engagement timeline.
- Remote work:
 - The Microsoft delivery team may perform services remotely.
 - If the Microsoft delivery team is required to be present at the Customer location on a weekly basis, resources will typically be on site for three nights and four days, arriving on Mondays and leaving on Thursdays.
- Language:
 - All engagement communications and documentation will be in English. Local language support and translations will be provided by Customer.
- Staffing:
 - If necessary, Microsoft will make staffing changes. These can include, but are not limited to, the number of resources, individuals, and engagement roles.
 - Resource availability and dispatch may affect timelines
 - Microsoft will engage specific resources as deemed necessary by Microsoft to support a specific technical area. This could require multiple individuals engaged to support the engagement, based on technical specialty.
- Informal knowledge transfer:
 - Customer staff members who work alongside Microsoft staff will be provided with information knowledge transfer throughout the engagement. No formal training materials will be developed or delivered as part of this informal knowledge transfer.
- Microsoft Azure:
 - Customer will provide the Microsoft delivery team with privileged access to deploy and manage resources in Microsoft Azure subscriptions provided for the engagement, as documented in the section.
 - To prevent disruption to running discovery and migration jobs, Customer will coordinate all reboots for provisioned virtual machines with the Microsoft delivery team. Required reboots will be scheduled based on mutual agreement and a shared understanding of the impact to virtual-machine security and the running of migration jobs.
- Other assumptions:
 - All work is to be contiguously scheduled. Any breaks in the engagement calendar must be scheduled at least four weeks in advance or will be billed without interruption.
 - Any delay on delivering Customer-required items could impact the engagement schedule.

6. Appendix: migration detail and managed service descriptions

6.1. SharePoint data migration

The following table defines the categories of data migration to Microsoft 365 with major inclusions, exclusions, and tools used for migration. Microsoft will deploy, configure, and operate the migration tools listed in this table to complete the migration of in-scope data, as documented in the Areas in scope- SharePoint modernization section. This table is for reference only, and any source data listed here that is not associated with in-scope object counts and data volumes, found in the in-scope SharePoint modernization section, is out of scope for the engagement.

Microsoft will procure licenses for all listed third-party tools required to complete in-scope migration, and these licenses are for Microsoft's exclusive use under the scope of this engagement and are not transferrable to the Customer. Licenses that the Customer must procure from Microsoft or any third-party to support migration are documented in the Technology requirements section.

Source data	Migration tool	Includes	Excludes
SharePoint sites	Quest Metalogix Content Matrix	<ul style="list-style-type: none">• Document library files• Publishing sites, publishing pages, pages, page content, wikis, web parts, and web part configuration• SharePoint 2013 list and reusable workflows• Custom lists, forms libraries, tasks, and document sets• File and page version history, limited to the most recent five versions• Managed metadata columns, local terms, additional metadata stored in association with lists or libraries• Site, document library, folder, and item-level permissions• Up to one content type hub and up to one term store• Validation of migrated item counts against the	<ul style="list-style-type: none">• Filtering or rationalization of data for migration• Development, remediation, or customization of master pages, style sheets, or other branding artifacts• SharePoint 2010 workflows, workflow history, and site workflows• Server-side InfoPath forms, including any variations• Migration of customizations• Remediation of page version history• Web content management or publishing workloads• For sites that were renamed in the source environment, version history for page layouts and pages will not be migrated• URL and link correction within JavaScript or documents• Library version settings• Enterprise metadata and keyword settings

Source data	Migration tool	Includes	Excludes
		<p>source site, and up to four hours of manual content validation per wave</p>	<ul style="list-style-type: none"> Edit items in data sheet settings Offline client availability setting Default open behavior for browser-enabled documents Site collection-level settings Custom left navigation configuration Lists or libraries with 20,000 or more items Site URL redirection to the target tenant Encrypted content Decryption of SharePoint content Migration of any changes to site information architecture within 10 business days of the scheduled migration
SharePoint sites (documents only)	SharePoint Migration Tool (SPMT)	<ul style="list-style-type: none"> Latest checked-in version of files in a standard document library (template 101) Basic system-generated metadata (created by, modified by, created timestamp, and modified timestamp) Site and document library-level permissions Validation of migrated item counts against the source site, and up to four hours of manual content validation per wave Up to three retry attempts for items that fail migration for any reason 	<ul style="list-style-type: none"> Any SharePoint site content other than document library files Document sets Site assets Folder and item-level permissions Any metadata beyond basic system-generated fields Sharing links Version history Preservation Hold library Incremental migration for file or folder deletions Filtering or rationalization of data for migration Workflows Libraries with 500,000 or more items URL and link correction within documents Site, list, and library settings SharePoint URL redirection

Source data	Migration tool	Includes	Excludes
			<ul style="list-style-type: none"> • Encrypted content • Decryption of SharePoint content

6.1.1. Unit definitions

Microsoft will deliver SharePoint Content migration as unit-priced services, the cost for which is based on the units defined in the following table. The charges for each unit can be found in the accompanying Work Order.

Service unit	Definition
Migration enablement – SharePoint	Migration infrastructure deployment and tool setup for a source tenant, SharePoint Server farm edition, or region that hosts SharePoint Server content
Migration – SharePoint site	The total amount of SharePoint content migrated in gigabytes, as measured by the total volume of content in source site collections
Migration – SharePoint site documents only	The total amount of document-only content migrated in gigabytes, as measured by the total volume of content in source site collections

During the engagement, we will deliver units of service as defined in the table above. The acceptance criteria for completion of each unit are as follows:

- **Migration enablement: Migration tools are deployed and tested for the workload and environment.**
- **Migration: The migrated object and corresponding data is available in the target environment.**

6.1.2. Third-party data migration tools

Microsoft uses third-party tools for data migration to Microsoft 365, as defined in the table in the SharePoint data migration section. Migrated content will be limited to what is supported by the products.

FY23 U.S. SLGE Published Price List

Microsoft Consulting Services

Effective Date: September 1, 2022

Prepared by:

Colleen Ryan-Messing

Deal Desk Director

colleem@microsoft.com

(571) 353-2660

1.0 Microsoft Services Background

Microsoft Consulting Services (“MCS”) helps customers achieve value from digital transformation at scale. MCS has been an integral part of Microsoft since 1990, helping thousands of customers worldwide build and implement information technology solutions, while empowering every customer to achieve more using Microsoft’s latest products, services and technologies to drive Digital Transformation. MCS Practices are located at Microsoft field offices around the world.

1.1 U. S. Federal Services Mission

Our mission is to serve as Trusted Technical Advisors and Architects to Microsoft’s State and Local Government / Education Customers and Partners, helping them architect, plan, design and implement solutions leveraging Microsoft products, tools and technologies. MCS Consultants work with customers on specific projects and strategic initiatives and enable customers to gain knowledge in Microsoft product sets and methodologies to build self-sufficiency over time. MCS is the appropriate Microsoft resource to utilize when customer project requirements demand direct Microsoft involvement.

1.2 Microsoft Services Rates

<u>MCS LABOR CATEGORIES</u>	<u>Hourly Rates</u>	<u>Hourly Rates (Cleared)</u>
DELIVERY DATA SCIENTIST	\$340.00	\$360.00
DIGITAL ARCHITECT	\$340.00	\$360.00
AREA SOLUTION ARCHITECT	\$340.00	\$360.00
SOFTWARE ENGINEER	\$340.00	\$360.00
PROGRAM DIRECTOR	\$340.00	\$360.00
PRINCIPAL CONSULTANT	\$330.00	\$350.00
SENIOR CONSULTANT	\$315.00	\$335.00
CONSULTANT	\$280.00	\$300.00
ASSOCIATE CONSULTANT	\$245.00	\$265.00
SENIOR PROJECT MANAGER	\$315.00	\$335.00
PROJECT MANAGER	\$300.00	\$320.00
<u>MCS PARTNER-SUBCON RATES:</u>	<u>Hourly Rates</u>	<u>Hourly Rates</u>
TECHNICIAN VI	\$400.00	\$400.00
TECHNICIAN V	\$300.00	\$300.00
TECHNICIAN IV	\$280.00	\$280.00

TECHNICIAN III	\$245.00	\$245.00
TECHNICIAN II	\$220.00	\$220.00
TECHNICIAN I	\$200.00	\$200.00
TECHNICIAN	\$160.00	\$160.00
ASSOCIATE TECHNICIAN	\$130.00	\$130.00
GITHUB LABOR CATEGORIES:		
SERVICES DELIVERY	\$345.00	\$365.00
PROJ MANAGEMENT OFFICE	\$300.00	\$320.00
US DELIVERY CENTER, "USDC" (REMOTE SERVICES - LAS COLINAS, TX)		
USDC SENIOR CONSULTANT	\$235.00	\$255.00
USDC CONSULTANT	\$195.00	\$215.00
USDC SENIOR PROJECT MANAGER	\$235.00	\$255.00
USDC PROJECT MANAGER	\$195.00	\$215.00
<u>USDC PARTNER-SUBCON RATES</u>	<u>HOURLY RATES</u>	<u>HOURLY RATES</u>
SUBCON – TECH 5	\$195.00	\$195.00
SUBCON – TECH 4	\$175.00	\$175.00
SUBCON – TECH 3	\$160.00	\$160.00
SUBCON – TECH 2	\$135.00	\$135.00
SUBCON – TECH 1	\$115.00	\$115.00
SUBCON - TECH	\$100.00	\$100.00

"Cleared" Hourly rates shall apply whenever the customer requires a Secret or higher-level security clearance (or Agency equivalent type clearance) either by the issuance of a DD254 or otherwise specifying such security requirements in the contract documents.

Microsoft Global Delivery (“GD”)

Offshore Rates

- MSFT GD Consulting – (FTE) \$85.00/Hr.

Onshore Rates

- MSFT GD Consulting – (FTE) \$230.00/Hr.
 - Daily per diem and other travel is charged IAW government travel regulations.
 - Note: Initial air fare to/from India is not charged to customer.

Notes:

- *The labor category from which personnel will be assigned will be specified by Microsoft in a Work Order based on the nature of the services to be provided.*
- *Microsoft reserves the right to revise our rates at any time.*

BID ANALYSIS SUMMARY

Item Description	Bidder Score				Award Amount
	Altec Ind.	Ring Power	Sherman & Reilly	TSE International	Altec Ind.
JEA CLASS 420: TRAILER MOUNTED HYDRAULIC CABLE REEL PULLER/WINDER	97.33	No Bid	No Bid	No Bid	\$ 682,248.75
JEA CLASS 420E: TRAILER MOUNTED BULLWHEEL TENSIONER	97.33	70.56	59.37	76.07	\$ 58,466.00
					\$ 740,714.75

RFP 1411145846-23 TRAILERS Bid Anal									Altec							Ring Power							Sherman & Reilly							TSE International Inc.						
JEA Item ID	Item Description	Mfg. Name & Mfg. Part Number	UOM	Number of Trailers	Quoted Unit Price	Total Price	Lead Time: In Calendar Days After Receipt of Order	Points	Mfg. Name & Mfg. Part Number	UOM	Number of Trailers	Quoted Unit Price	Total Price	Lead Time: In Calendar Days After Receipt of Order	Points	Mfg. Name & Mfg. Part Number	UO M	Number of Trailers	Quoted Unit Price	Total Price	Lead Time: In Calendar Days After Receipt of Order	Points	Mfg. Name & Mfg. Part Number	UO M	Number of Trailers	Quoted Unit Price	Total Price	Lead Time: In Calendar Days After Receipt of Order	Points							
JEA CLASS 420: TRAILER	JEA CLASS 420: TRAILER MOUNTED HYDRAULIC CABLE REEL PULLER/WINDER	Altec Model AD108E	Ea	3	\$ 227,416.25	\$682,248.75	450	60	N/A	Ea	3		\$0.00			No Bid offered on this line item.	Ea	3		\$0.00				No Bid	Ea	3		\$0.00								
JEA CLASS 420E: TRAILER	JEA CLASS 420E: TRAILER MOUNTED BULLWHEEL TENSIONER	Altec Model TS336-BW	Ea	1	\$ 58,466.00	\$58,466.00	30	60	Brooks Brothers 1RT 101 - 10KE Dual Bull Wheel Tensioner	Ea	1	\$ 83,059.00	\$83,059.00	365	34.7617	Sherman + Reilly, Inc BWT-1303	Ea	1	\$ 93,117.00	\$93,117.00	240 ARO	24.43985		TSE International, Inc.; T30/36 BWRC	Ea	1	\$74,251.00	\$74,251.00	294	43.8008						

Bidders	Altec Ind.	Ring Power	Sherman & Reilly	TSE International
Average Scores	37.33	35.80	34.93	32.27

Evaluator's Name:		Gary Denton				Matt Lynn				Robert Sparks				
Factor	Points		Altec Ind.	Ring Power	Sherman & Reilly	TSE International	Altec Ind.	Ring Power	Sherman & Reilly	TSE International	Altec Ind.	Ring Power	Sherman & Reilly	TSE International
Ease of doing business (prebuild, communication during contract, ease of after sales service and support/punch list)	6	Please provide information regarding how you plan to address ease of doing business. This can be, but not limited to, areas such as prebuild process, communication during contract, ease of after sales services and support/punch list <i>corrective action</i> .	6	6	5	5	5.4	5.4	5.4	4.2	5.4	5.4	4.8	5.4
Delivery date (define expected delivery date)	6	Timeliness - Please provide your anticipated delivery date along with how this date is created relative to major components and labor. Please also define any contingency plans to mitigate issues along with any obligations you have of JEA to meet your proposed plan.	6	6	6	6	4.8	4.2	4.8	4.2	5.4	4.8	4.8	4.8
Warranty/Repair Support	8	Warranty - Please provide information regarding your proposed solution's warranty and how JEA would be supported for warranty work if your solution was awarded. Please specifically define as to how this aligns with the specification and any deviations either less or greater. Please also provide information regarding how/where the work would be performed with shop location, mobile technicians if applicable, etc.. so that JEA can better understand the entire offering.	8	8	6	6	6.4	5.6	5.6	5.6	7.2	7.2	7.2	6.4
Historical quality of work (past work/quality on JEA units)	6	As noted in the Minimum Qualifications, the Bidder must have successfully completed two (2) similar type builds in the United States in the last three (3) years, with an aggregate one (1) year contract total of \$300,000 or greater. If a supplier has successfully performed work with JEA, this is an acceptable reference for one (1) of the two (2) references and highly encouraged. A similar contract is defined as building a trailer from design drawings with similar complexity as the ones in this solicitation. For scoring this evaluation, JEA will contact and evaluate the responses of two minimum qualification projects submitted. The response here shall be 1) notation of the supplier and supplier contact for each project; and 2) a summarization of two (2) similar projects which should be able to demonstrate the Respondent's experience and knowledge to qualify them to complete the necessary work of this solicitation in a successful manner. The Respondent should clearly identify what type of goods or services was provided in the projects listed. The Respondent should also describe any of the same sub-suppliers for the current solicitation that are the same as the <i>reference projects to facilitate a smooth</i>	6	6	5	5	5.4	4.8	4.2	4.2	5.4	5.4	5.4	5.4
Form, Fit, and Functionality to JEA's requirements (comparison of proposed unit vs JEA specification)	10	Form, Fit and Functionality to JEA's Requirements - Please describe how your proposed solution meets and does not meet the technical specification submitted with this solicitation. Please also provide information regarding your proposed solution's functionality and operational aspects may and can provide value to JEA.	10	10	10	8	10	8	10	7	9	9	9	9
Safety Features (those offered outside of technical specification)	4	Safety - Please provide information regarding your proposed solution's safety features from basic aspects through unique functionality and the value it can provide to JEA. Please specifically state those features that are outside the specification and the benefits that you <i>feel it can bring JEA</i>	4	4	4	3	4	4	4	4	3.6	3.6	3.6	3.6
40		Total out of 40	40	40	36	33	36	32	34	29.2	36	35.4	34.8	34.6



Formal Bid and Award System

Award #3

September 22, 2022

Type of Award Request: CONTRACT INCREASE
Request #: 599 & 600
Requestor Name: Sencer, Justin B. - Mgr WWW Reuse Delivery & Collection Eng
Requestor Phone: (904) 665-6826
Project Title: Construction Services for Underground Water, Wastewater and Reuse Grid Repair and Installation Services
Project Number: Various
Project Location: JEA
Funds: Capital
Award Estimate: \$11,150,000.00

Scope of Work:

The Work performed under this Contract shall include providing the personnel, equipment, and materials to complete assigned tasks including, but not limited to, the following:

- Water Main replacements and/or extensions (including the addition of valves, fire hydrants, or service modifications necessary to bring existing systems into compliance with current standards)
- Water, Wastewater, and/or Reclaimed Piping repairs, replacements, and/or extensions (including valves and other appurtenances as well as piping within vacuum and low-pressure systems)
- Manhole installation & repairs (excluding liners/linings)
- Service connections (residential and commercial)
- Large meter installations

JE A IFB/RFP/State/City/GSA#: 1410399647

Purchasing Agent: King, David

Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Original Contract Amount	Previous Contract Increases	This Increase Request	New NTE Amount
CALLAWAY CONTRACTING, INC.	Jeremy Isbell	jeremy@callawaycontracting.com	\$2,500,000.00	\$250,000.00	\$6,300,000.00	\$9,050,000.00
PETTICOAT-SCHMITT CIVIL CONTRACTORS INC.	Kimberly Bryan	kbryan@petticoatschmitt.com	\$1,000,000.00	\$100,000.00	\$1,000,000.00	\$2,100,000.00

Amount of Original Award: \$7,500,000.00

Date of Original Award: 11/18/2021

Contract Increase Amount: \$7,300,000.00

List of Previous Change Order/Amendments:

CPA #	Name	Amount	Date
202189	CALLAWAY CONTRACTING, INC.	\$250,000.00	09/14/2022

202195	PETTICOAT-SCHMITT CIVIL CONTRACTORS INC.	\$100,000.00	07/11/2022
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New Not-To-Exceed Amount: \$11,150,000.00
Contract Term Three (3) Years, w/ Two – 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 12/15/2021
End Date (mm/dd/yyyy): 12/14/2024
Renewal Options: Two (2) – 1 Yr. Renewals
JSEB Requirement: N/A

Each task order under this contract will be reviewed and given a JSEB requirement prior to it being issued to the contractor.

Background/Recommendations:

Originally approved by Awards Committee on 11/18/2021 in the amount of \$7,500,000.00 to Callaway Contracting, Inc. (\$2,500,000.00), Petticoat-Schmitt Civil Contractors Inc. (\$1,000,000.00), TB Landmark Construction, Inc. (2,000,000.00) and J.B. Coxwell Contracting, Inc. (\$2,000,000.00) as unit price contracts. A copy of the original award is attached as backup.

This request is to increase the contract caps of Callaway Contracting and Petticoat-Schmitt. Since the contract starts on 12/15/2021, Callaway Contracting and Petticoat-Schmitt have completed \$2,305,532.00 and \$961,348.05 worth of task orders, respectively. The proposed increases are forecast to fund the contracts through the end of the contract term (12/14/2024). These contracts have been very helpful in allowing JEA to quickly mobilize a contractor. The task orders issued under these contracts tend to be reactive in nature, not necessarily emergency work, but unplanned work resulting from the deterioration of an existing asset. During the first year of the contract Callaway Contracting and Petticoat-Schmitt have received more task orders because they have had more crew availability than J.B. Coxwell and TB Landmark (the other awardees of this contract). These projects included repairing leaking aerial water and force mains over rivers, abandoning unmarked sewers discovered during a FDOT project, and replacing failing, deep manholes at pump stations. The amount requested for Callaway Contracting restores contract authorization to the original budget and adds \$3.8 million for a specific task order response at a 20 ft. deep, 10 ft. wide cave-in on the 48" diameter trunk main in Nira St. at Hendricks Ave.

The change order will utilize the current contract unit pricing. The unit prices are fixed for the three year term of the contract. If JEA issues a renewal, a CPI increase may be authorized at that time.

Request approval to award a contract increase to Callaway Contracting, Inc. in the amount of \$6,300,000.00 and to Petticoat-Schmitt Civil Contractors Inc. in the amount of \$1,000,000.00 for construction services for Underground Water, Wastewater and Reuse Grid Repair and Installation Services, for a new total not-to-exceed amount of \$11,150,000.00, subject to the availability of lawfully approved funds.

Director: Scheel, Jackie B. - Dir W/WW Reuse Delivery & Collection
VP: Vu, Hai X. - VP Water Wastewater Systems

APPROVALS:

Stephen Datz 9/22/2022

Chairman, Awards Committee **Date**

Stephanie M Healy 9/23/2022

Budget Representative **Date**



Formal Bid and Award System

Award #9 November 18, 2021

Type of Award Request: BID (IFB)
Request #: 249
Requestor Name: Sencer, Justin
Requestor Phone: (904) 665-6826
Project Title: Construction Services for Underground Water, Wastewater and Reuse Grid Repair and Installation Services
Project Number: Various
Project Location: JEA
Funds: Capital, O&M
Budget Estimate: \$7,500,000.00

Scope of Work:

The Work performed under this Contract shall include providing the personnel, equipment, and materials to complete assigned tasks including, but not limited to, the following:

- Water Main replacements and/or extensions (including the addition of valves, fire hydrants, or service modifications necessary to bring existing systems into compliance with current standards)
- Water, Wastewater, and/or Reclaimed Piping repairs, replacements, and/or extensions (including valves and other appurtenances as well as piping within vacuum and low-pressure systems)
- Manhole installation & repairs (excluding liners/linings)
- Service connections (residential and commercial)
- Large meter installations

JEA IFB/RFP/State/City/GSA#: 1410399647

Purchasing Agent: Kruck, Dan

Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
CALLAWAY CONTRACTING, INC.	Jeremy Isbell	jeremy@callawaycontracting.com	10950 New Berlin Rd, Jacksonville, FL 32226	(904) 751-8944	\$2,500,000.00
TB LANDMARK CONSTRUCTION, INC.	Martin Adams	estimating@tblandmark.com	11220 New Berlin Rd, Jacksonville, FL 32226	(904) 751-1016	\$2,000,000.00
J.B. COXWELL CONTRACTING, INC.	Garland Chink	estimating@jbcowell.com	6741 Lloyd Road West, Jacksonville, FL 32254	(904) 786-1120	\$2,000,000.00

PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.	Kimberly Bryan	kbryan@petticoatschmitt.com	6380 Philips Hwy, Jacksonville, FL 32216	(904) 751- 0888	\$1,000,000.00
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Amount for entire term of Contract/PO: \$7,500,000.00

Award Amount for remainder of this FY: \$2,350,000.00

Length of Contract/PO Term: Three (3) Years w/ Two - 1 Yr. Renewals

Begin Date: 12/15/2021

End Date: 12/14/2024

Renewal Options: Two - 1 Yr. Renewals

JSEB Requirement: N/A

Comments on JSEB Requirements:

Each task order under this contract will be reviewed and given a JSEB requirement prior to it being issued to the contractor.

BIDDERS:

Name	Amount
CALLAWAY CONTRACTING, INC.	\$3,585,506.88
TB LANDMARK CONSTRUCTION, INC.	\$3,978,200.00
J.B. COXWELL CONTRACTING, INC.	\$3,994,264.81
PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.	\$4,064,356.80
DB CIVIL CONSTRUCTION, LLC	\$4,188,843.20
THE KENTON GROUP, INC.	\$4,266,630.00

Background/Recommendations:

Advertised on 09/03/2021. Nine (9) prime contractors attended the mandatory pre-bid meeting held on 09/15/2021. At Bid opening on 10/05/2021, JEA received six (6) Bids. Calloway Contracting, Inc., TB Landmark Construction, Inc., J.B Coxwell Contracting, Inc., and Petticoat-Schmitt Civil Contractors, Inc. are the lowest responsive and responsible Bidders. A copy of the Bid Forms and Workbooks are attached for reference.

JEA anticipates the need for contracts with four firms under this solicitation in order to supplement JEA W/WW crews performing both scheduled construction and emergency line work. These are continuing contracts for construction/repair services, so task orders will be issued for each project as the jobs become available. Each task order will be billed using the unit prices in the attached Bid Workbooks. The unit prices are fixed for the three year term of the contract. If JEA issues a renewal, a CPI increase may be authorized at that time. JEA is awarding to the estimated projected budget for construction services during the contract term.

1410403646— Request approval to award contracts to Calloway Contracting, Inc. (\$2,500,000.00), TB Landmark Construction, Inc. (\$2,000,000.00), J.B Coxwell Contracting, Inc. (\$2,000,000.00), and Petticoat-Schmitt Civil Contractors, Inc. (\$1,000,000.00) for construction services for Underground Water, Wastewater and Reuse Grid Repair and Installation Services in the amount of \$7,500,000.00, subject to the availability of lawfully appropriated funds.

Director: Scheel, Jackie B. - Dir W/WW Reuse Delivery & Collection
VP: Vu, Hai X. - VP Water Wastewater Systems

APPROVALS:

Stephen Doherty 11/18/21

Chairman, Awards Committee **Date**

Stephanie M Healy 11/18/21

Budget Representative **Date**



Formal Bid and Award System

Award #5 December 16, 2021

Type of Award Request: RENEWAL
Requestor Name: Kramer, Christopher P - Mgr Pollution Prevention Programs
Requestor Phone: (904) 665-8188
Project Title: Residential Backflow Preventer Testing Services for JEA
Project Number: HW10002
Project Location: JEA
Funds: O&M
Budget Estimate: \$640,000.00 (Budget Line 56) \$50,000.00 (Budget Line Budget Line 64)

Scope of Work:

The intent of this program is to setup a contract for JEA customer residential irrigation and residential reclaimed customer backflow prevention testing services to protect the quality and reliability of the community water resource by increasing customer compliance with state and local cross connection control standards. Each JEA residential irrigation and residential reclaimed customer is required to have a backflow preventer installed and to have it tested once every two years. Under the program, worklists of approximately 5,000 customer sites will be generated each calendar quarter by JEA and customer sites will be concentrated geographically within each worklist. The company selected to participate in the program will receive an electronic list of customer sites to be tested. The same electronic worklist form will be used by the Company to record and electronically return/report test results to JEA Cross Connection Control each calendar quarter.

Work areas and scope shall include, but not be limited to, the following:

- Entering JEA Customers' private property;
- Working on equipment that belongs to JEA irrigation and reclaimed service customers;
- Backflow testing by certified backflow testers;
- Providing technical, administrative, supervisory personnel as required to submit timely, complete test reports;
- Reporting as defined in JEA's Specifications;
- Timely and appropriate responsiveness to JEA and customer inquiries;
- Immediate customer notification of any backflow preventer deficiencies noted while on-site;
- Placing JEA-provided door hanger with information regarding a full vendor list for repairs at JEA.com

JEA IFB/RFP/State/City/GSA#: 128-19
Purchasing Agent: Kruck, Dan
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
BOB'S BACKFLOW, INC.	Matt Gardner	matt@bobsbackflow.com	4640 Subchaser Ct. Jacksonville, FL 32244	(904)268-8009	\$690,000.00

Amount of Original Award: \$1,380,000.00

Date of Original Award: 10/24/2019
Contract Increase Amount: \$690,000.00
New Not-To-Exceed Amount: \$2,070,000.00
Length of Contract/PO Term: Two (2) Years + One (1) - One (1) or Two (2) Yr. Renewal
Begin Date: 02/01/2020
End Date: 01/31/2023
Renewal Options: None Remaining
JSEB Requirement: N/A - Optional

Comments on JSEB Requirements:

JSEB participation was solicited as an optional goal in this Solicitation. No JSEB participation was proposed by any participant.

Background/Recommendations:

Competitively bid and approved by the Awards Committee on 10/24/2019. A copy of the original award is attached for reference.

This request is for a one (1) year renewal from 02/01/2022 to 01/31/2023 to the existing contract with Bob's Backflow to provide customer backflow prevention testing services. All rates remain the same as the original award. This renewal includes approximately 16,000 residential irrigation and 7,000 residential reclaimed JEA customer sites. The renewal amount of \$690,000.00 was determined based on the estimated 23,000 total tests at a \$30.00 rate for each test and will be a pass-through cost to the JEA customer on their JEA bill.

As awarded, JEA will pay Bob's Backflow for each test as completed. For this renewal, Bob's Backflow also maintains its competitive customer repair, install, and replacement rates in which Bob's Backflow can offer to JEA customers these additional services to address any issues found during the prevention testing at the customer's option. JEA's customers reserve the option to use any other certified company for both testing services and repair and replacement services. JEA is executing the one year renewal while the program is studied to see if it will continue. If JEA decides to continue this program, the services will be re-bid at the end of this renewal term.

Request approval to award a one (1) year renewal to Bob's Backflow, Inc. for backflow prevention testing services in the amount of \$690,000.00, for a new not-to-exceed amount of \$2,070,00.00, subject to the availability of lawfully appropriated funds.

Manager: Kramer, Christopher P. - Mgr Pollution Prevention Programs
Director: Dae, Michael S. - Dir Regulatory Permitting Programs & Compliance
VP: Young, Orrin Wayne. - VP Environmental Services

APPROVALS:

 12/16/21

Chairman, Awards Committee

Date

 12/20/21

Budget Representative

Date



Formal Bid and Award System

Award #2 October 24, 2019

Type of Award Request: INVITATION TO NEGOTIATE (ITN)
Request #: 6668
Requestor Name: Mckee, William Dave- Pollution Prevention Programs Coordinator
Requestor Phone: (904) 665-4336
Project Title: Residential Backflow Preventer Testing Services for JEA
Project Number: HW 10002
Project Location: JEA
Funds: O&M
Budget Estimate: \$1,440,000.00 (FY20-\$640,000, FY21-\$640,000, FY22-\$160,000)

Scope of Work:

The intent of this program is to setup a contract for JEA customer residential irrigation and residential reclaimed customer backflow prevention testing services to protect the quality and reliability of the community water resource by increasing customer compliance with state and local cross connection control standards. Each JEA residential irrigation and residential reclaimed customer is required to have a backflow preventer installed and to have it tested once every two years. Under the program, worklists of approximately 5,000 customer sites will be generated each calendar quarter by JEA and customer sites will be concentrated geographically within each worklist. The company selected to participate in the program will receive an electronic list of customer sites to be tested. The same electronic worklist form will be used by the Company to record and electronically return/report test results to JEA Cross Connection Control each calendar quarter.

Work areas and scope shall include, but not be limited to, the following:

- Entering JEA Customers' private property; and
- Working on equipment that belongs to JEA irrigation and reclaimed service customers; and
- Backflow testing by certified backflow testers; and
- Providing technical, administrative, supervisory personnel as required to submit timely, complete test reports; and
- Reporting as defined in JEA's Specifications.
- Timely and appropriate responsiveness to JEA and customer inquiries; and
- Immediate customer notification of any backflow preventer deficiencies noted while on-site.
- Placing JEA provided Door Hanger with information regarding a full vendor list for repairs at JEA.com.

This project impacts the following JEA measures of value:

Environmental - Department Environmental Protection (DEP) regulations mandate protection of drinking water

Customer Value - JEA's customers enjoy discounted rates on the backflow prevention testing contained in this award.

Financial Value - JEA's customers will received a lower contractual negotiated backflow testing rate and lower customer rates for any needed backflow repair or replacements.

JEA IFB/RFP/State/City/GSA#: 128-19
Purchasing Agent: Dambrose, Nickolas C.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
BOB'S BACKFLOW, INC.	Matt Gardner	matt@bobsbackflow.com	4640 Subchaser Ct. Jacksonville, FL 32244	(904)268-8009	\$1,380,000.00

Amount for entire term of Contract/PO: \$1,380,000.00
Award Amount for remainder of this FY: \$690,000.00
Length of Contract/PO Term: Two (2) Years + One (1) - One (1) or Two (2) Yr. Renewal
Begin Date (mm/dd/yyyy): 02/01/2020
End Date (mm/dd/yyyy): 01/31/2022
Renewal Options: YES - One (1) - One (1) or Two (2) Yr. Renewal
JSEB Requirement: Optional
Comments on JSEB Requirements: JSEB participation was solicited as an optional goal in this Solicitation. No JSEB participation was proposed by any participant.

RESPONDENTS:

Name	First Round	BAFO	Rank	Additional Negotiations
BOB'S BACKFLOW	\$34.00	\$34.00	1	\$30.00
AEGIS	\$40.00	\$40.00	2	N/A
AARON'S	\$44.00	\$44.00	3	N/A
ADVANCED CONNECTIONS	\$40.00	\$40.00	4	N/A
TOUCHTON	\$45.00	N/A	5	N/A

Background/Recommendations:

Advertised ITN on 08/09/2019. Six (6) prime contractors attended the mandatory pre-Response meeting held on 08/19/2019. At response opening on 09/10/2019, JEA received five (5) Responses. In addition to price, the supplier Responses were also evaluated on the volume capability of backflow prevention tests, customer repair, installation and replacement customer rates, and the suppliers' Design Approach and Workplan. Aegis, Aaron's, Bob's, and Advanced Connections were short-listed and invited to submit Best and Final Offers (BAFO) for evaluation. JEA originally intended to award up to three (3) contracts, as JEA currently has three separate vendor contracts, however upon completion of the Best and Final Offer (BAFO), rather than awarding multiple contracts it was determined that a one (1) contract to Bob's Backflow is in the best interest of JEA. A copy of the BAFO Response Form and Workbook and additional negotiated pricing documents are attached as backup.

The recommended awardee, Bob's Backflow, is a certified backflow testing Company which will systematically complete compliance testing of backflow preventers at approximately 32,000 residential irrigation and 14,000 residential reclaimed JEA customer sites. The award amount of \$1,380,000.00 was determined based on the estimated 46,000 total tests at a \$30.00 rate for each test and will be a pass through cost to the JEA customer on their JEA bill. JEA will then pay Bob's Backflow for each test as completed. Bob's Backflow also submitted competitive customer repair, install, and replacement rates in which Bob's Backflow can offer to JEA customers these additional services to address any issues found during the prevention testing at the customer option. JEA's customer reserve the option to use any other certified company for both testing services and repair and replacement services.

Bob's Backflow backflow prevention test rate of \$30.00 per test is less than the current \$35.00 rate per test being charged to JEA's customers and is less than the \$34.20 current average rate charged to JEA based on the existing different three (3) vendor contract rates, for a total cost difference of \$193,200.00 to JEA over 46,000 tests and two (2) years. JEA used additional negotiations following the BAFO in offering one (1) contract to Bob's Backflow to secure the rate reduction from \$34.00 to \$30.00 per test which accounted for \$184,000.00 of the \$193,200.00 cost difference. Also Bob's Backflow BAFO improved their original optional JEA customer repair and replacement rates by \$22,000.00, or twenty percent (20%).

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

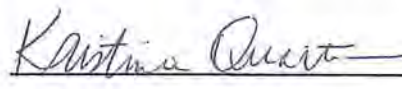
* Total cost difference: \$193,200.00

128-19 – Request approval to award a contract to Bob's Backflow for the completion of Backflow Prevention Testing Services for a total not-to-exceed amount of \$1,380,000.00, subject to the availability of lawfully appropriated funds.

Manager: Pippin, Brian C. - Mgr Strategic Customer Solutions
Director: Nichols, Vicki D. - Dir Customer Solutions & Market Development
VP: Stewart, Kerri - VP & Chief Customer Officer

APPROVALS:

 10/24/19
Chairman, Awards Committee Date

 10/24/19
Manager, Operating Budgets Date



Formal Bid and Award System

Award #9 November 17, 2022

Type of Award Request: CONTRACT INCREASE
Requestor Name: Gonzalez Vargas, Freddy
Requestor Phone: (904) 665-8885
Project Title: Grit, Waste & Sludge Disposal Management Services for the Buckman Water Reclamation Facility (WRF)
Project Number: 30140 and 711-53/8007131
Project Location: JEA Buckman WRF
Funds: O&M and Capital
Award Estimate: \$1,264,984.43
Scope of Work:

JEA requires the services of a Contractor for transportation and disposal of bar screened waste, grit, sand and unclassified sludge cake and occasionally pellets (waste materials) from the Buckman WRF, located at 2400 Talleyrand Avenue, Jacksonville, Florida, 32206. Currently all waste materials are loaded out on a large concrete pad at the Buckman WRF, mixed and then loaded into trucks for landfilling. Pickups will be on a frequency determined by Buckman WRF plant personnel and coordinated between plant personnel and the awarded Contractor to transport and dispose of grit, sand and sludge cake material.

JEA IFB/RFP/State/City/GSA#: 123-18
Purchasing Agent: Rix, Lynn W.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Address	Original Award	Previous Increases	This Increase	New NTE
BIOSOLIDS DISTRIBUTION SERVICES, LLC	Laurie Strelow	8025 Associate Blvd., Sebring, FL 33871	\$2,540,000.00	\$1,215,573.00	\$361,109.37	\$4,116,682.37
H&H LIQUID SLUDGE DISPOSAL, INC.	Rick Hacht	PO Box 390, Branford, FL 32008	\$1,762,500.00	\$176,250.00	\$903,875.06	\$2,842,625.06

Amount of Original Award: \$4,302,500.00
Date of Original Award: 10/25/2018
Contract Increase Amount: \$1,264,984.43

List of Previous Change Order/Amendments:

CPA #	Company	Amount	Date	Reason
198047	BIOSOLIDS DISTRIBUTION SERVICES, LLC	\$1,215,573.00	06/03/2021	Emergency services due to equipment failures

178010	H&H LIQUID SLUDGE DISPOSAL, INC.	\$176,250.00	10/27/2022	Increased hauling due to dryer at Buckman WRF being out of service
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New Not-To-Exceed Amount: \$6,959,307.43
Length of Contract/PO Term: Five Years w/ One (1) – 1 Yr. Renewal
Begin Date: 10/30/2018
End Date: 10/29/2023
JSEB Requirement: N/A

Background/Recommendations:

Originally approved by Awards Committee on 10/25/2018 in the amount of \$4,302,500.00 to Biosolids Distribution Services, LLC and H&H Liquid Sludge Disposal, Inc. The Awards Committee approved a contract increase on 06/03/2021 to Biosolids Distribution Services, LLC due to equipment failures requiring emergency dewatering and sludge hauling services in the amount of \$1,215,573.00. Copies of the previous awards are attached for reference.

This contract increase is needed to fund biosolid removal through FY23. The biosolids dryer at Buckman WRF is currently out of service resulting in using these services more than originally forecasted. Prices were fixed for the first three years of the contract with a Consumer Price Index adjustment in years four and five. The basis for the increase is historical spend and the Capital component has been added due to the dryer being out of commission.

Request approval to award a contract increase to Biosolids Distribution Services, LLC (\$361,109.37) and H & H Liquid Sludge Disposal, Inc. (\$903,875.06) for Grit, Waste and Sludge Disposal Management Services for the Buckman Water Reclamation Facility (WRF) in the amount of \$1,264,984.43, for a new not-to-exceed amount of \$6,959,307.43, subject to the availability of lawfully appropriated funds.

Director: Sgambettera, John J. – Dir WW & Reuse Treatment
VP: Vu, Hai X. - VP Water Wastewater Systems

APPROVALS:

<u>Stephen Datz</u>	<u>11/17/2022</u>
Chairman, Awards Committee	Date
<u>Stephanie M. Realy</u>	<u>11/17/2022</u>
Budget Representative	Date



UCC Environmental
United Conveyor Supply Company
2100 Norman Drive West, Waukegan, IL 60085-6753
Phone: 847.473.5900 Fax: 847.473.5959
Bill To: **02136**

PARTS QUOTATION

Quote No.: PQ184185-1
Date: May/5/2023
Page: 1 of 1

Ship To: **02137**

Represented By:

JEA
ACCOUNTS PAYABLE DEPT
PO BOX 4910
JACKSONVILLE, FL 32201
US

JEA
JEA
4433 WILLIAM OSTNER ROAD
JACKSONVILLE, FL 32226
US

PERO ENGINEERING & SALES CO. INC
748 BROADWAY AVE, SUITE 202
DUNEDIN, FL 34698
PHONE:727-723-7376
FAX:727-723-1009

Customer RFQ	Quotation Valid Until	Payment Terms	Currency
Take-Up Rebuild Kit	Jun/4/2023	Net 30 Days	USD

Line	Qty	U/M	UCC Part No./Description/Customer Part No.	Unit Weight/ Ext . Weight	Lead Time	Unit Price	Ext. Price
1	1	EA	TBD KIT, REBUILD, TAKE-UP SECTION	0.00/0.00	20 week(s)	\$54,929.00	\$54,929.00
2	1	EA	491842 COVER-TOP, TAKE UP SECTION	252.00/252.00	8 week(s)	\$2,436.00	\$2,436.00
3	1	EA	491848 PANEL-TOP ACCESS, TAKE UP SECTION	70.00/70.00	8 week(s)	\$1,664.00	\$1,664.00

Installation services available. Please contact your local UCC representative for more information.

Contact person:

Notes/Special Instructions:

NGS Delivery Contact#: 904-665-7881 or 904-665-6672. Normal material receiving hours for Stores are 9:00 AM - 2:30 PM Monday through Thursday with the exception of JEA observed holidays.

Sub Total:	\$59,029.00
Sales Tax:	\$0.00
Freight:	\$0.00
Misc. Charges:	\$0.00
TOTAL:	\$59,029.00
Total Weight(lb):	322.00

United Conveyor Supply Company Minimum Material Billing is \$100.00. Please order sufficient material.

Lead times less than (1) week are quoted in business days.

All Lead Times are estimates based on inventory available at the time of quotation and do not include shipping time.

Standard payment terms are Net 30 days, unless otherwise noted.

All prices and shipments are F.O.B. Origin (United Conveyor Supply Company, Pleasant Prairie, Wisconsin) unless otherwise noted.

Prices do not include any taxes or freight unless otherwise noted. All applicable taxes and freight will be added to the United Conveyor Supply Company Invoice. All orders are subject to acceptance by the United Conveyor Supply Company - Waukegan Office.

www.uccenvironmental.com

Certification of Single Source or Emergency Procurement

Please use this form to certify a Single Source or Emergency Procurement complies with the requirements of the JEA Procurement Code. The JEA Procurement Code defines a Single Source and Emergency Procurement as follows:

3-112 Single Source

A Contract may be awarded for Supplies or Services as a Single Source when, pursuant to the Operational Procedures, the Chief Procurement Officer determines that:

- (a) there is only one justifiable source for the required Supplies or Services;
- (b) the Supplies or Services must be a certain type, brand, make or manufacturer due to the criticality of the item or compatibility within a JEA utility system, and such Supplies or Services may not be obtained from multiple sources such as distributors;
- (c) the Services are a follow-up of Services that may only be done efficiently and effectively by the Vendor that rendered the initial Services to JEA, provided the Procurement of the initial Services was competitive;
- (d) at the conclusion of a Pilot Project under Section 3-118 of this Code, the Procurement of Supplies or Services tested during the Pilot Project, provided the Vendor was competitively selected for the Pilot Project.

3-113 Emergency Procurements

In the event of an Emergency, the Chief Procurement Officer may make or authorize an Emergency Procurement, provided that Emergency Procurements shall be made with as much competition as practicable under the circumstances. A written Determination of the basis for the Emergency and for the selection of the particular Vendor shall be included in the Procurement file.

For purposes of this Section 3-113, an "Emergency" means any one of the following:

- (a) a reasonably unforeseen breakdown in machinery;
- (b) an interruption in the delivery of an essential governmental service or the development of a circumstance causing a threatened curtailment, diminution, or termination of an essential service;
- (c) the development of a dangerous condition causing an immediate danger to the public health, safety, or welfare or other substantial loss to JEA;
- (d) an immediate danger of loss of public or private property;
- (e) the opportunity to secure significant financial gain, to avoid delays to any Governmental Entity or avoid significant financial loss through immediate or timely action; or (f) a valid public emergency certified by the Chief Executive Officer.

Please provide the following information:

1. Vendor Name:

United Conveyor Corporation (UCC)

2. Description of Services or Supplies provided by Vendor:

UCC to provide replacement parts for the NGS 2B gathering conveyor take-up section; parts include bearings, shaft, idlers, and hydraulic cylinders.

UCC is the original equipment manufacturer (OEM) for the take-up section equipment. Using OEM parts will ensure the 2B conveyor parts will match the other three gathering conveyors in use at NGS.

3. **Certification:**

I the undersigned certify that to the best of my knowledge, no JEA employee has, either directly or indirectly, a financial interest in this Single Source Emergency Procurement, and

I the undersigned certify that this procurement meets the requirements of a (choose one of the following):

☒ **Single Source Procurement.** Please state which subsection of Section 3-112 above applies to this Single Source Procurement: 3-112(b)

OR

☐ **Emergency Procurement** - Please state which subsection of Section 3-113 above applies to this Emergency Procurement: _____



Signature of JEA Business Unit Manager

5/8/23

Date

David Biruk

Name of JEA Business Unit Manager

This certification shall be attached to the Purchase Order when it is routed for approval. A Single Source or Emergency Procurement shall be reported to the JEA Board in accordance with Section 1-110 of the JEA Procurement Code.



Formal Bid and Award System

Award #6 March 23, 2023

Type of Award Request: SINGLE SOURCE
Requestor Name: Read, Clyde – Project Administrator Senior Construction
Requestor Phone: 904-759-6724
Project Title: NGS 2B Gathering Conveyor Upgrade
Project Number: 8008570
Project Location: JEA
Funds: Capital
Business Unit Estimate \$381,158.00

Scope of Work:

UCC Environmental (UCC) to provide new chains and flights for the NGS 2B gathering conveyor to replace the existing equipment. UCC has previously redesigned the chain and flights, which are currently in use on the 1A, 1B and 2A gathering conveyors. UCC is the Original Equipment Manufacturer (OEM) for the chain and flights for the conveyor system. After upgrade, the NGS 2B gathering conveyor will match the other conveyors.

JEA will have installation completed by a third party contractor.

JEA IFB/RFP/State/City/GSA#: N/A
Purchasing Agent: Lovgren, Rodney D.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
UNITED CONVEYOR SUPPLY COMPANY (DBA UCC ENVIRONMENTAL)	Keith Goettelmann	Keithgoettelmann@uccenvironmental.com	2100 Norman Drive West, Waukegan, IL	(847) 672-5169	\$356,290.00

Amount for entire term of Contract/PO: \$356,290.00
Award Amount for remainder of this FY: \$356,290.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 04/01/2023
End Date (mm/dd/yyyy): Project Completion (Estimated 12/30/2023)
JSEB Requirement: N/A - OEM

Background/Recommendations:

The NGS 2B gathering conveyor has reached end of life and requires replacement. The United Conveyor Supply Company, now doing business as UCC Environmental is the Original Equipment

Manufacturer (OEM) and has previously redesigned some conveyor components, which match the 1A, 1B and 2A conveyor installations. Additionally, using the same manufacturer for all equipment will enable JEA to hold a smaller number of parts in inventory.

Pursuant to section 3 – 112 of the JEA Purchasing Code - A Contract may be awarded for Supplies or Services as a Single Source when, pursuant to the Operational Procedures, the Chief Procurement Officer determines that:

(b) the Supplies or Services must be a certain type, brand, make or manufacturer due to the criticality of the item or compatibility within a JEA utility system, and such Supplies or Services may not be obtained from multiple sources such as distributors;

The use of the OEM for equipment supply reduces operational risk, outage duration and potential for defects in allowing non-OEM fabricated equipment.

The equipment conveyors will be delivered & paid for in FY23. The actual equipment installation will take place in Q1, FY24 during the fall outage.

The award amount is 6.5% below the Business Unit Estimate. When considering benefits from having a proven design in operation, the price is considered reasonable.

Request approval to award a contract to UCC Environmental for the NGS 2B Gathering Conveyor Upgrade project in the amount of \$356,290.00, subject to the availability of lawfully appropriated funds.

Manager: Akrayi, Jamila R. – Mgr. Project Management
Sr. Director: Acs, Gabor. – Sr. Dir. Engineering & Projects
VP: Melendez, Pedro A. - VP Planning Engineering & Construction

APPROVALS:

Stephen Datz 3/23/2023

Chairman, Awards Committee **Date**

Stephanie Nealy 3/23/2023

Budget Representative **Date**



Formal Bid and Award System

Award #5 March 17, 2022

Type of Award Request: RENEWAL
Requestor Name: Reynolds, Anthony R. – Strategic Segment Manager
Requestor Phone: (904) 772-5796
Project Title: On-Road Residential Electrification Program and Strategy
Project Number: HE10000 (\$23,386) 8007101 Original Budget
Project Location: JEA
Funds: O&M
Budget Estimate: \$500,00.00 (FY'22 250,000.00 from BL01), (FY'23 \$250,000.00 from BL01)

Scope of Work:

This request is for on-road residential electrification program and strategy for JEA's electrification efforts with the primary purpose of increasing JEA's net revenue. JEA has implemented a residential electric vehicle program that yields a positive return on investment to the utility. This award authorizes a turnkey residential electric vehicle off-peak charging program that is consistent with JEA customer service standards. The budget for this award includes any customer rebates.

JEA IFB/RFP/State/City/GSA#: 1410196646
Purchasing Agent: Dambrose, Nickolas C.
Is this a Ratification?: No.

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Amount
SAGEWELL, INC.	Gary Smith	gary.smith@sagewell.com	1000 Massachusetts Ave, #59 Cambridge, MA 02138	\$455,175.00

Amount of Original Award: \$298,429.00
Date of Original Award: 05/01/2021
Renewal Amount: \$455,175.00

List of Previous Change Orders / Amendments:

CPA #	Amount	Date
197792	\$23,386.00	08/12/2021

Length of Contract / PO Term: One (1) Year w/Two (2) – 1 Yr. Renewals
New Not-To-Exceed Amount: \$776,990.00
Begin Date (mm/dd/yyyy): 05/01/2021
End Date (mm/dd/yyyy): 04/30/2023
Renewal Options: One (1) – 1 Yr. Renewal Remaining
JSEB Requirement: JSEBs were reviewed and no opportunities available.

Background/Recommendations:

Competitively bid as an informal in the amount of \$298,429.00 in May 2021, and a change order of \$23,860.00 was approved by the Awards Committee on 08/12/2021. A copy of the change order award is attached as backup.

This request is for \$455,175.00 in additional funds for a one (1) year renewal from 05/01/2022 to 04/30/2023 to the existing contract with Sagewell, Inc. to maintain JEA's residential electric vehicle program and for three (3) additional services as described further below. The general administrative fees (monthly program fee) for this renewal shall include a two (2%) percent increase from current monthly program fees to cover upgrades one (1) and two (2) listed below through 05/01/2023. The one (1) year renewal estimate is attached as backup. All other costs remain constant as seen below.

	Term		Administrative Fees		(+)	Incentives	(=)	Total
	Beginning	Ending	per month	ext	(+)	ext	(=)	Total ext
Existing Scope*	5/1/2022	4/30/2023	\$15,000	\$180,000	(+)	\$100,100	(=)	\$280,100
Annual IT Support***	5/1/2022	4/30/2023		\$30,000				\$30,000
Incentive Processing****	5/1/2022	4/30/2022		\$16,200				\$16,200
EV Monitoring >1500****	5/1/2022	4/30/2022		\$8,000				\$8,000
DIST	5/1/2022	4/30/2023		\$20,540				\$20,540
Electrical Upgrades**	10/1/2022	4/30/2023	\$750	\$5,250	(+)	\$95,085	(=)	\$100,335
Total Award Request								\$455,175.00

* (x) 12 months, ** (x) 7 months, ***Paid annually, **** Estimated costs

This renewal also includes the following upgrades:

1. Dealer Inventory Search Tool (DIST)

The DIST is an enhancement for the Drive Electric website that will enable customers to actively search dealer inventory within 100 miles of Jacksonville in real time. Currently, Sagewell receives periodic updates on inventory and manually updates the Drive Electric website to show customers what is available. The search tool bypasses the manual update process allowing JEA customers to dynamically query dealership stock with one search and the ability to see multiple makes and models at the same time.

2. EV Monitoring Fees

In anticipation of program growth, upon enrollment of 1,500 electric vehicles (EVs), a monthly fee of \$8.00 per vehicle will become effective for each vehicle in excess of 1,500 EVs to offset the existing charging rebate labor and server cycles. Current enrollment is 500 EVs.

3. Additional Incentive for Level 2 Chargers

Effective Oct 1, 2022 this award provides a new incentive to customers to cover up to 15% of the costs to upgrade their electrical system to enable the installation of level 2 chargers. The incentive will be capped at \$300. Level 2 chargers enhance the customer's EV experience through dramatically shorter charge times, increasing the chance for further adoption. Many new EV owners do not install Level 2 chargers due to the cost of the required electrical upgrades, which limits JEA's ability to detect the location of Level 2 chargers within its territory using AMI data and limits the pool of eligible customers for participation in the Bring Your Own Charger program. Other customers who are educated on EVs know they will need to perform the upgrades which precludes them from purchasing EVs in the first place. In the future, more level 2 chargers in market would enhance JEA's ability to implement a manager charging program for customers to optimize charging while minimizing impacts of charging on the distribution system.

Request approval to award a one (1) year contract renewal to Sagewell, Inc. for On-Road Residential Electrification Program and Strategy in the amount of \$455,175.00, for a not-to-exceed amount of \$776,990.00 subject to the availability of lawfully appropriated funds.

Director: Pope, Jordan A - VP Corporate Strategy
Chief: Dutton, Laura M. - Chief Strategy Officer

APPROVALS:

Stephen Datz 3/17/22
Chairman, Awards Committee **Date**

Laure A Whitmer 3/17/22
Budget Representative **Date**



January 26, 2022

Dear JEA EV Team,

Sagewell is pleased to present the following proposal to extend services provided by Sagewell through the end of Fiscal Year 25/26, ending on September 30, 2026.

Below are the program rates per the current contract:

- Monthly fee, \$14,667
- Yearly Maintenance and Support, \$30,000
- Incentive Processing cost, per payment, \$3

We propose future contracts include a per vehicle monitoring fee, after 1,500 vehicles are enrolled. This cost of \$8 per month covers the added costs to operate the Charging Rebate as enrollment grows.

We also propose the following cost increases per year, applied to the monthly program fee.

Remainder of FY 21/22 and FY 22/23 - 2.27%

FY 23/24 - 4%

FY 24/25 - 4%

FY 25/26 - 4%

This change would result in the following monthly program fees (rounded to nearest dollar):

Remainder of FY 21/22 and FY 22/23 - \$15,000

FY 23/24 - \$15,600

FY 24/25 - \$16,224

FY 25/26 - \$16,873

Thank you for your continued support.

Gary Smith
Vice President of Programs
Sagewell, Inc.



Formal Bid and Award System

Award #6 August 12, 2021

Type of Award Request: CHANGE ORDER
Requestor Name: Reynolds, Anthony R. - Strategic Segment Manager
Requestor Phone: (904) 772-5796
Project Title: On-Road Residential Electrification Program and Strategy
Project Number: HE10000 (\$23,386), 8007101 Original Budget
Project Location: JEA
Funds: O&M
Budget Estimate: \$300,000.00

Scope of Work:

JEA's electrification efforts have the primary purpose of increasing JEA's net revenue. JEA seeks to implement a residential electric vehicle program that yields a positive return on investment to the utility. This award authorizes a turnkey residential electric vehicle off - peak charging program that is consistent with JEA customer service standards. The budget for this award includes any customer rebates.

JEA IFB/RFP/State/City/GSA#: 1410196646
Purchasing Agent: Dambrose, Nick
Is this a Ratification?: No

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
SAGEWELL, INC.	Gary Smith	Gary.smith@sagewell.com	1000 Massachusetts Ave, #59 Cambridge, MA 02138	(617) 963-8141	\$23,386.00

Amount of the Original Award: \$298,429.00
Date of the Original Award: 05/01/2021
Change Order Amount: \$23,386.00
Length of Contract: One (1) Year w/Two (2) - One (1) Yr. Renewals
New Not to Exceed Amount: \$321,811.00
End Date (mm/dd/yyyy): 04/30/2022
JSEB Requirement: None. No JSEBs Available

Background/Recommendations:

Advertised RFP on 12/11/2020. Ten (10) prime companies attended the optional pre-Response meeting held on 12/18/2020. At Response opening on 01/15/2021, JEA received ten (10) Responses. In addition to price, the supplier Responses were also evaluated on Past Performance, Professional Staff Experience, Design Approach and Workplan, and Revenue Potential. An informal contract was awarded to Sagewell. A copy of Sagewell's pricing and bid results are attached as backup.

This request is for \$23,386.00 in additional funds for additional incentives to customers enrolled in the charging rebate to be launched before fiscal year end. The C2M migration enables rebates to be processed. However, with the rescheduling of C2M completion to next fiscal year, JEA requests the change order amount to complete the processing of customer rebates. JEA will decide if the rebate processing will be contained in this scope of work upon contract renewal. The charging rebate is offered to customers who agree to shift and maintain their EV charging activities exclusively to the hours of 10pm to 7am Monday through Friday. Customers may also charge at any time on Saturday and Sunday. This will reduce the impact of EV charging to system peak and help improve load factor. The original intent was to offer customers a bill credit, which seemed plausible when the RFP was issued and the contract signed. Due to delays with C2M we will not be able to offer bill credits to customers to pay the incentive and have requested Sagewell to perform this task.

Sagewell will send quarterly incentive payments via Paypal, Venmo, or paper checks for off-peak charging incentive. Customers who charge off-peak hours are allowed up to three on-peak charging sessions per month for emergencies. The incentive amount shall be \$7 per month (for a total of up to \$21.00 per quarter per customer) for customers that meet compliance criteria. Sagewell will charge \$3.00 per incentive payment issued. Additionally, JEA has adjusted the predicted enrollment in the charging rebate, and predicted customer incentive amounts have also increased. Below is a breakdown of the new costs, and the total increase from the original contract. All other rates remain the same as the originally awarded rates. Additional funds will be reallocated from budget line item HE10000 to cover amount in excess of original budgeted amount.

Program Month	Customers		Monthly Incentive Amount*		Sagewell Processing Fee	
	Bid	Change Order	Bid	Change Order	Bid	Change Order (\$3.00 per customer)
1	75	450	\$ -	\$ 3,150.00		
2	175	504	\$ 525.00	\$ 3,528.00		
3	300	563	\$ 1,225.00	\$ 3,941.00	N/A	\$1,689.00
4	450	628	\$ 2,100.00	\$ 4,396.00		
5	600	700	\$ 3,150.00	\$ 4,900.00		
6	750	779	\$ 4,200.00	\$ 5,453.00	N/A	\$2,337.00
7	925	866	\$ 5,250.00	\$ 6,062.00		
8	1125	962	\$ 6,475.00	\$ 6,734.00		
9	1325	1067	\$ 7,875.00	\$ 7,469.00	N/A	\$3,201.00
10	1325	1183	\$ 9,275.00	\$ 8,281.00		
11	1525	1310	\$ 10,675.00	\$ 9,170.00		
12	1525	1450	\$ 10,675.00	\$ 10,150.00	N/A	\$4,350.00
Total Cost			\$ 61,425.00	\$ 73,234.00		\$11,577.00
Subtotal Change Order Amount				\$ 11,809.00		\$11,577.00
Total Change Order Amount					\$	23,386.00
Original Contract Amount					\$	298,425.00
New Not to Exceed Amount					\$	321,811.00

Request approval to award a change order to Sagewell, Inc. to issue incentives to customers enrolled in the charging rebate in the amount of \$23,386.00, for a new not-to-exceed amount of \$321,811.00, subject to the availability of lawfully appropriated funds.

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

VP: Dutton, Laura M. - Chief Strategy Officer

APPROVALS:



08/12/2021

Chairman, Awards Committee

Date



Budget Representative

Date

Section 1: The following table shall capture all fees to deliver On Road Electrification Program as specified in this Solicitation. No additional fees shall apply. Section 2 below shall detail the software license cost, setup / implementation fees, (any) recurring maintenance and support fees, and training fees included in this Section.

Month & Year	Costs						JEA Revenue Potential			Service Level Agreement	
	\$ General Administrative	%	\$ Incentives	%	Total	% Off-Peak	% On-Peak	kWh	%	\$ Implementation Services Cost at Risk	
Mar-21	\$ 16,000.00	This cell will autopopulate.	\$ -	This cell will autopopulate.	This cell will autopopulate.	95		\$ 0.00	10%	This cell will autopopulate.	
Apr-21	\$ 16,000.00	97%	\$5,225.00	3%	\$ 16,525.00	95		\$ 22500.00	10%	1652.5	
May-21	\$ 16,000.00	93%	\$1,225.00	7%	\$ 17,225.00	95		\$ 52500.00	10%	1722.5	
Jun-21	\$ 16,000.00	88%	\$2,100.00	12%	\$ 18,100.00	95		\$ 80000.00	10%	1810	
Jul-21	\$ 16,000.00	84%	\$3,150.00	16%	\$ 19,150.00	95		\$ 135000.00	10%	1915	
Aug-21	\$ 16,000.00	79%	\$4,200.00	21%	\$ 20,200.00	95		\$ 180000.00	10%	2020	
Total Cost (March 2021 - August 2021)						Total kWh (March 2021 - August 2021)					
Sep-21	\$ 16,000.00	75%	\$5,250.00	25%	\$ 21,250.00	95		\$ 225000.00	10%	2125	9,120.00
Oct-21	\$ 16,000.00	71%	\$6,475.00	29%	\$ 22,475.00	95		\$ 275000.00	10%	2247.5	
Nov-21	\$ 16,000.00	67%	\$7,875.00	33%	\$ 23,875.00	95		\$ 337500.00	10%	2387.5	
Dec-21	\$ 16,000.00	63%	\$9,275.00	37%	\$ 25,275.00	95		\$ 397500.00	10%	2527.5	
Jan-22	\$ 16,000.00	60%	\$10,675.00	40%	\$ 26,675.00	95		\$ 457500.00	10%	2667.5	
Feb-22	\$ 16,000.00	60%	\$10,675.00	40%	\$ 26,675.00	95		\$ 457500.00	10%	2667.5	
Total Cost (September 2021 - February 2022)						Total kWh (March 2021 - August 2021)					
TOTALS						TOTAL REVENUE POTENTIAL					
FALSE						2152500.00			\$ 14,622.50		
Section 1 TOTAL PRICE						2632500.00			\$ 23,742.50		
\$ 237,425.00						300,105.00			NOTE: Sagewell multiplied the kWh calculation by JEA's 11.4 cent residential rate		

Section 2: This Section shall detail the software license cost, setup / implementation fees, (any) recurring maintenance and support fees, and training fees included in Section 1 above.

Description of Services					
2.1 Annual Software Licenses Cost					
Bidder agrees to provide JEA a non-revocable right to install and use the various Applications on prescribed devices during the one (1) year term of agreement.					
Item No	Description	Estimated Qty	Unit of Measure	Unit Price	Total One (1) Year Price
2.1.1	Software Licenses (Regular Business Users) - Cloud Based Solution (Annual	8	per one (1) year per license	\$ -	\$ -
2.1.2	Software Licenses (Power Users) - Cloud Based Solution (Annual Subscription Cost)	3	per one (1) year per license	\$ -	\$ -
2.1.3	Total Annual Software License Cost				\$ -
Description of Services					
2.2 Setup / Implementation Fees					
2.2.1 Setup / Implementation - Please reference Section 4 of Appendix A - Technical Specifications. Any travel expenses shall be included and shall be subject to Appendix A - JEA Travel Policy.					
Item No	Description	Not to Exceed (NTE) Hours	Hourly Rate	Total Price	
2.2.2	Planning, Analysis, and Design	45.0	\$ 200.00	\$ 9,000.00	
2.2.3	Project management / Non-Technical Team Professional Services				
	Technical Team Professional Services				
2.2.4	Analysis	80.0	\$ 200.00	\$ 16,000.00	
2.2.5	Configuration	0.0	\$ 200.00	\$ -	
2.2.6	Development/Customization	30.0	\$ 200.00	\$ 6,000.00	
2.2.7	Unit, Configuration and system	0.0	\$ 200.00	\$ -	
2.2.8	Testing	0.0	\$ 200.00	\$ -	
2.2.9	Total Setup / Implementation - Planning, Analysis, and Design				\$ 31,000.00
Item No	Description	Not to Exceed (NTE) Hours	Hourly Rate	Total Price	
2.2.10	Construction and Testing	0.0	\$ 200.00	\$ -	
	Project management / Non-Technical Team Professional Services				
	Technical Team Professional Services				
2.2.11	Analysis	0.0	\$ 200.00	\$ -	
2.2.12	Configuration	0.0	\$ 200.00	\$ -	
2.2.13	Development/Customization	0.0	\$ 200.00	\$ -	
2.2.14	Unit, Configuration and system	0.0	\$ 200.00	\$ -	
2.2.15	Testing	0.0	\$ 200.00	\$ -	
2.2.16	Total Setup / Implementation - Construction and Testing				\$ -
Item No	Description	Not to Exceed (NTE) Hours	Hourly Rate	Total Price	
2.2.17	Startup and Turnover		\$ 150.00	\$ -	
2.2.18	Project management / Non-Technical Team Professional Services				
	Technical Team Professional Services				
2.2.19	Analysis		\$ 150.00	\$ -	
2.2.20	Configuration	0.0	\$ 150.00	\$ -	
2.2.21	Development/Customization	0.0	\$ 150.00	\$ -	
2.2.22	Unit, Configuration and system	0.0	\$ 150.00	\$ -	
2.2.23	Testing	0.0	\$ 150.00	\$ -	
2.2.24	Total Setup / Implementation - Construction and Testing				\$ -
2.2.25	Total Setup / Implementation Fees				\$ 31,000.00
Description of Services					
2.3 Recurring Annual Maintenance and Support					
Costs shall include, but may not be limited to Maintenance and Support, must include technical support, customizations, and free software upgrades. JEA specifies the Recurring Annual Maintenance and Support to contain the service level agreement below:					
Item No	Description	Estimated Qty	Unit of Measure	Unit Price	Total One (1) Year Price
2.3.1	Maintenance and Support - During the term of the Program, Bidder agrees to maintain its platform and systems to a commercially reasonable level, provide complimentary timely repair of material deficiencies, to provide limited unobtrusive updates and software revisions, and to support its platform and systems to a commercially reasonable level with customer service available from 9 a.m. to 5 a.m. eastern standard time during the term.	1	per one (1) year	30000	30000
	Service Level Agreement - Customer Service	Severity	Quality Criteria	Definition	of Monthly Maintenance and Support Fees at Risk
	Maintenance and Support shall be subject to a service level agreement. The service level agreement shall contain the quality criteria and the at risk percentages contained in this Section.	Critical	Average Response Time < 1 Hour	Business outage or significant customer impact that threatens future	5%
	Service Level Agreement - Software	Urgent	Average Response Time < 2 Hours	High-impact problem where production is proceeding, but in a significantly impaired fashion; there is a time-	2%
	Overall uptime of Respondent hosted administrative site shall not be less than 99% including agreed upon maintenance windows. Outages in excess of this service level shall pay a \$100 / outage.	Important	Average Response Time < 4 Hours	Important issue that does not have significant customer impact	2%
		Monitor	Average Response Time < 1 business day	Issue requiring no further action beyond monitoring for follow-up if needed	1%
		Informational	Average Response Time < 2 business days	Request for information only	1%
2.3.2	Total \$ of Monthly Maintenance and Support Fees at Risk				\$ 250.00
Total Recurring Annual Maintenance and Support				\$ 30,000.00	
Item No	Description	Estimated Qty	Unit of Measure	Unit Price	Total Price
2.4	Training Training is to be completed for all identified personnel before launch. Onsite support at a minimum of 30 days after implementation/launch. Training deliverables to include: written material, CBTs, classroom training, robust Q&A, daily triage of performance	1	per lump sum	\$ -	0
TOTAL BID PRICE (Basis of Award)				\$	298,425.00

S.No	Question	Weightage	Scored	Scores			
				RT RESOURCE LLC (rtllc@earthlink.net)	CLARUS CONSULTING INC (info@clarusconsulting.com)	Agrowest (agrowest@agrowest.com)	FARMFURY MARKET SERVICES, INC. D&B DAPPHINC (info@farmfury.com)
				Weighted Scores	Weighted Scores	Weighted Scores	Weighted Scores
Grand Total of Scores				81.17	75.28	92.18	84.45
Supplier Rank				3	4	1	2
1	Quotation of Rates	30		30	18.6	29.7	29.7
1.2	Respondent shall respond to this inquiry by completing and attaching Appendix A - Response Worksheet	100	Nicholas Domitrowski	30	18.6	29.7	29.7
2	Revenue Potential	15		6	9	12	15
2.2	Respondent shall respond to this inquiry by completing and attaching Appendix B - Response Worksheet	100		6	9	12	15
3	Professional Staff Experience	5	William McKee	4		11	16
3.1	Please respond to this section here.	100		3.93	3.12	4.22	2.95
			Donald Wucher	3.93	3.12	4.22	2.95
			Timothy Lough	4.18		4.18	4.18
			William McKee	4	4.18	4.18	4.18
4	In Qualifications - Past Performance / Company E	30		24.9	24.5	27	23.4
4.7	References	100		24.9	24.5	27	23.4
			Donald Wucher	27	27	27	26.7
			Timothy Lough	25.5	25.1	26.5	26.3
			William McKee	25.5	24	26.5	25.7
5	Effective Approach and Work Plan to Meet the R	20		16.33	16.07	19.27	13.4
5.3	Respondent shall respond to this inquiry by attaching a completed response in its own format.	100		16.33	16.07	19.27	13.4
			Donald Wucher	16	16.4	19.2	14
			Timothy Lough	17	16.6	19.4	13.5
			William McKee	16	16	20	11
6	Information Items	0		0	0	0	0
7	Mandatory Bidding Certifications	0		0	0	0	0

Program Administration
 Annual IT Support
 Incentive Processing
 EV Monitoring > 1500
 DIST
 Electrical Upgrades
Totals

Administrative Fees				
	\$\$ per UOM		Annual Total	
UOM	Current	New	Current	New
per month	\$ 15,000.00	\$ 15,350.00	\$ 180,000.00	\$ 184,200.00
per year	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
per year	\$ 16,200.00	\$ 26,400.00	\$ 16,200.00	\$ 26,400.00
per year	\$ 8,000.00	\$ 67,200.00	\$ 8,000.00	\$ 67,200.00
per year	\$ 20,540.00	\$ 14,040.00	\$ 20,540.00	\$ 14,040.00
per month	\$ 750.00	\$ 13,140.00	\$ 5,250.00	\$ 13,140.00
			\$ 259,990.00	\$ 334,980.00

Annual Incentives	
Current	New
\$ 100,100.00	\$ 184,800.00
\$ -	
\$ -	
\$ -	
\$ -	
\$ 95,085.00	\$ 250,894.35
\$ 195,185.00	\$ 435,694.35

Annual Total	
Current	New
\$ 280,100.00	\$ 369,000.00
\$ 30,000.00	\$ 30,000.00
\$ 16,200.00	\$ 26,400.00
\$ 8,000.00	\$ 67,200.00
\$ 20,540.00	\$ 14,040.00
\$ 100,335.00	\$ 264,034.35
\$ 455,175.00	\$ 770,674.35

Prior Renewal Amount

New Renewal Amount

APPENDIX B PROPOSAL FORM

Submit a signed copy electronically on the sourcing platform

COMPANY INFORMATION:

COMPANY NAME: Jo-Kell Inc
 BUSINESS ADDRESS: 5795 Mining Terrace
 CITY, STATE, ZIP CODE: Jacksonville FL 32257
 TELEPHONE: 904-260-8420
 EMAIL OF CONTACT: marga.cruz@jokell.com

#	Description (JEA intends to award each line item to the lowest priced bidder)	Unit Price	Qty	Extended Price	Lead Time (weeks ARO)	Comments (add comment is additional \$ can expedite lead time)
1	(Qty - 1) 480V, 2000A Switchboard	\$259,721.87	1	\$259,721.87	60 Wks	
2	(Qty - 1) 480V, 800A Auto Transfer Bypass Isolation Switch	\$39,108.42	1	\$39,108.42	33 Wks	
3	(Qty - 4) 480V, 600A Auto Transfer Bypass Isolation Switch	Qty 1 \$23,532.63 \$ Qty 3 \$101,576.84	4	\$125,109.47	33 Wks	

Upload 1 electronic signed copy of this Proposal your Proposal Submission

Company's Certification

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

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

We have received addenda _____ through _____

Marga Cruz
 Signature of Authorize Officer of Company or Agent

Marga Cruz Technical Account
 Printed Name & Title Specialist

5/2/2023

Date

904-260-8420

Phone Number

Appendix B - Bid Forms
1411190846 – Ribault 138-26 kV T2 and Circuit 452 Addition

Submit the Response an electronic pdf in accordance with the procedures in the solicitation

Company Name: Reliable Substation Services, Inc
 Company's Address: 300 N Ronald Reagan Blvd Ste 307 Longwood, FL 32750
 License Number: ES12000657
 Phone Number: (407)869-7440 FAX No: 407-869-7446 Email Address: dboisvert-rss@hotmail.com

BID SECURITY REQUIREMENTS

- ☐ None required
☒ Certified Check or Bond Five Percent (5%)

TERM OF CONTRACT

- ☐ One Time Purchase
☐ Term - Five (5) Years w/Two (2) – 1Yr Renewals
☒ Other, Specify - Project Completion

SAMPLE REQUIREMENTS

- ☒ None required
☐ Samples required prior to Bid Opening
☐ Samples may be required subsequent to Bid Opening

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND

- ☐ None required
☒ Bond required 100% of Bid Award

QUANTITIES

- ☐ Quantities indicated are exacting
☒ Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.

INSURANCE REQUIREMENTS

Insurance required

PAYMENT DISCOUNTS

- ☐ 1% 20, net 30
☐ 2% 10, net 30
☐ Other _____
☒ None Offered

Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES:	TOTAL BID PRICE
1	Subtotal for the Ribault T2 Addition & Circuit 452 construction services	\$ <u>785,000</u>
2	Supplemental Work Authorization (10% of Line 1)	\$ <u>78,500</u>
3	Total Bid Price (Sum of Lines 1-3)	\$ <u>863,500</u>

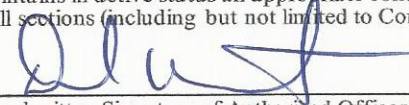
☒ I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

BIDDER CERTIFICATION

By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidding Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation.

We have received addenda

1 through 2


 Handwritten Signature of Authorized Officer of Company or Agent

5-8-23
 Date

David Boisvert President
 Printed Name and Title

JEA Solicitation Number 1411190846 requires certain major Subcontractors be listed on this form, unless the work will be self-performed by the Company.

The undersigned understands that failure to submit the required Subcontractor information on this form will result in bid rejection, and the Company agrees to employ the Subcontractors specified below: (Use additional sheets as necessary)

Note: This list of Subcontractors shall not be modified subsequent to bid opening, without a showing of good cause and the written consent of JEA.

Type of Work	Corporate Name of Subcontractor	Subcontractor Primary Contact Person & Telephone Number	Subcontractor's License Number (if applicable)	Percentage of Work or Dollar Amount
Foundations Conduit Grounding	DB Construction	David Brown 813 309 6565	—	46%
Containment Fabric	Landscape Construction	Drew Ammons 904 307 6133	—	\$45,000 (5%)

Signed: _____



Company: Reliable Substation Services

300 N Ronald Reagan Blvd Ste 307

Address: Longwood, FL 32750

Date: 5-8-23



JSEB BID FORM

List of JSEB Subcontractors

The following JSEB Subcontractors will be utilized in fulfilling the terms and conditions of a Project Authorization arising from award of **JEA Solicitation Number** 1411190846. I (We) the undersigned understand that failure to submit said information will result in bid rejection. I (We) will employ the JSEB Subcontractors specified below: (Use additional sheets as necessary)

1) JSEB Vendor Name: Landscape Construction

Primary Contact Name:

Drew Ammons

Email:

landscape.construction@yahoo.com

Phone:

(904) 699-8501

Scope of Work:

Transformer Containment

Percentage of Total Job:

5%

Dollar Amount:

\$ 45,000

2) JSEB Vendor Name:

Primary Contact Name:

Email:

Phone:

Scope of Work:

Percentage of Total Job:

Dollar Amount:

3) JSEB Vendor Name:

Primary Contact Name:

Email:

Phone:

Scope of Work:

Percentage of Total Job:

Dollar Amount:

Company Reliable Substation Services

Signed [Signature]

Title President

Email dboisvert-rss@hotmail.com

Phone (407) 493-8846

Date 5-8-23

Note: All fields are required to be completed on this form. This list shall not be modified subsequent to bid opening without a showing of good cause and the written consent of the JEA. Also, in case of discrepancy, the dollar amount stands.

LIST OF JSEB SUBCONTRACTORS

The following JSEB Subcontractors will be utilized in fulfilling the terms and conditions of a Project Authorization arising from a award of JEA - ↓. I (We) the undersigned understand that failure to submit said information will result in bid rejection. I (We) will employ the JSEB Subcontractors specified below: (Use additional sheets as necessary)

1411190846

Class of Work (Category)	Name of JSEB Contractor (Indicate below)	Percentage of Total Job or
 Tx Containment	Landscape Construction	\$ 45,000

Signed: 

Company: Reliable Substation Services
300 N Ronald Reagan Blvd Ste 307
Address: Longwood, FL 32750

Date: 5.8.23


Note: This list shall not be modified subsequent to bid opening without a showing of good cause and the written consent of the JEA.



CONFLICT OF INTEREST DISCLOSURE FORM

Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest, and they are detected by JEA, vendor may be **disqualified** from doing business with JEA.

Questions about this form? Contact (JEA, Buyer)

JEA Bid/Solicitation/Contract Number: 1411190846	Name of JEA Employee(s) Working on Vendor's Current Contract(s) with JEA:	
Vendor Name: Reliable Substation Services	Vendor Phone: (407) 869-7440	
Vendor's Authorized Representative Name and Title: David Boisvert President	Authorized Representative's Phone: (407) 493-8846	
NAME(S) OF JEA EMPLOYEE(S) / PUBLIC OFFICER(S) WITH POTENTIAL CONFLICT OF INTEREST		
Name of JEA public officer(s), employee(s), or relatives with whom there may be a potential conflict of interest. If more than five, attach a second form.	Relationship of JEA public officer(s)/employee(s) and/or relative(s) to vendor's company from list above (e.g. 1(a), 2, etc.). Please list all that apply:	
1. N/A	N/A	
2.		
3.		
4.		
5.		
<input checked="" type="checkbox"/> Vendor has no conflict of interest to report.		
<input type="checkbox"/> Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any JEA officer or employee to obtain or maintain a contract.		
<input type="checkbox"/> I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor.		
Vendor's Authorized Representative Signature: 		Date: 5-8-23

Appendix B - Bid Forms
1411190846 – Ribault 138-26 kV T2 and Circuit 452 Addition

FOR JEA USE ONLY IF CONFLICT NOTED

This form has been reviewed by:

Name of JEA Ethics Officer:	Signature:	Date:
Note:		

BID BOND

STATE OF FLORIDA

COUNTY OF: Duval

KNOW ALL PERSONS BY THESE PRESENTS, That we, Reliable Substation Services, Inc. (hereinafter called "Principal"), and The Cincinnati Insurance* as Surety (hereinafter called "Surety"), are held and firmly bound unto the JEA of the City of Jacksonville, Florida (hereinafter called the "JEA"), in the sum of \$ Five**, lawful money of the United States of America, for the payment which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents:

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the JEA for:

Solicitation : 1411190846, Ribault Substation - Add Transformer Number 2 and Circuit 452

4205 Soutel Dr, Jacksonville, FL 32208

WHEREAS, it was a condition precedent to the submission of said Bid that a certified check or Bid Bond in the amount of Five** be submitted with said Bid as a guaranty that the Principal would, if awarded the contract, enter into a written contract with the JEA and furnish a Section 255.05 Florida Statutes Contract Bond in an amount equal to The Contract Price for the performance of said contract, within ten consecutive calendar days after written notice being given of acceptance by the JEA.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Bid of the Principal herein be accepted and said Principal, within ten consecutive calendar days after written notice being given of such acceptance, enters into a written contract with the JEA, and furnishes a Section 255.05, Florida Statutes Contract Bond in an amount equal to The Contract Price satisfactory to the JEA, then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the JEA, and the Surety herein agrees to pay said sum immediately upon demand of said JEA, in good and lawful money of the United States of America; as liquidated damages for failure thereof of said Principal.

*Company

**Percent of Amount Bid

IN WITNESS WHEREOF, the said Principal and the said Surety have duly executed this bond the 9th day
of May, 2023.

ATTEST:

[Signature]
Signature
Lynn Hilbisch
Type/Print Name

Signature

Type/Print Name

Signed, Sealed and Delivered
in the Presence of:

[Signature]
Signature
Steve Engelhart
Type/Print Name
[Signature]
Signature

Debbie Pedemonti
Type/Print Name

Countersigned:

By [Signature]
Resident Agent Jeffrey W. Reich*
State of Florida

Name of Firm: *Florida Surety Bonds, Inc.

Address: 620 N. Wymore Rd., Suite 200
Maitland, FL 32751
Phone: 407-786-7770

Reliable Substation Services, Inc.
(Principal Company Name)

Signature

Type/Print Name

Title
AS PRINCIPAL

The Cincinnati Insurance Company
(Surety Company Name)

Signature

Jeffrey W. Reich*
Type/Print Name

Attorney-In-Fact
Title
AS SURETY

Name of Agent: Jeffrey W. Reich*

Address: PO Box 145496

Cincinnati, OH 45250-5496

Form Approved:

Assistant General Counsel

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Jeffrey W. Reich; Susan L. Reich; Kim E. Niv; Teresa L. Durham; Gloria A. Richards; Cheryl A. Foley;
Emily J. Golecki; Robert P. O'Linn and/or Sarah K. O'Linn

of Maitland, Florida

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty-Five Million and No/100 (\$25,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 9th day of May, 2023



BN-1457 (3/21)

Ed H.

FLORIDA TRENCH SAFETY ACT ACKNOWLEDGMENT

If this Project involves trench excavations that will exceed a depth of 5 feet, pursuant to Florida Statutes, Chapter 553, Part VI, Trench Safety Act will be in effect and the undersigned Bidder hereby certifies that such Act will be complied with during the construction of this Project.

Bidder acknowledges that included in the various items of the bid and in the total bid price are costs for complying with the Florida Trench Safety Act. Bidder further identifies the cost to be as summarized below:

Trench Safety Measure (Description)	Units of Measure (LF SY)	Quantity	Unit Cost	Extended Cost
A. _____				
B. _____				
C. _____				
D. _____				
				TOTAL \$ _____
