

**SOLICITATION
FOR PARTICIPATION IN
PROGRESSIVE DESIGN-BUILD SERVICES FOR THE JEA HEADQUARTERS FITNESS CENTER**

FOR



JACKSONVILLE, FL

SOLICITATION NUMBER: 1411276046

MANDATORY PRE-RESPONSE MEETING ON JUNE 7, 2023, AT 2:30 PM

**EMAIL ELAINE SELDERS (SELDEL@JEA.COM) 24 HOURS BEFORE THE PRE-BID MEETING
SO THAT YOUR ATTENDANCE CAN BE CONFIRMED AND TO RECEIVE AN INVITATION.**

OPTIONAL SITE VISIT ON JUNE 9, 2023 AT 10:00 AM

RESPONSES ARE DUE ON JULY 5, 2023 BY 12:00 PM ET

**RESPONSES SHALL BE ELECTRONICALLY SUBMITTED PER INSTRUCTIONS IN THIS
SOLICITATION**

**JEA WILL PUBLICLY OPEN ALL RESPONSES RECEIVED FROM RESPONDENTS ON THE
RESPONSE DUE DATE AT 2:00 PM, VIA WEBEX. A MEETING LINK WILL BE PROVIDED WITHIN
48 HOURS OF RESPONSE OPENING ON JEA.COM**

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SOLICITATION

1. REQUEST FOR PROPOSALS

1.1. INVITATION

1.1.1. SCOPE OF WORK

JEA is requesting Responses from qualified Design-Build (DB) firms to provide design and construction services for the re-design and construction of the JEA Headquarters (HQ) Fitness Center located at 225 Pearl Street in Jacksonville, Florida. The Design-Build team shall provide all labor, materials, and equipment to redesign and complete construction of the fitness center at HQ. The center will include exercise equipment, restrooms and lockers for employees to use. The existing plans for the original layout of the fitness center at HQ, JEA technical specification and Ryan Co. safety requirements as included in Appendix A and C. All work will be performed in accordance with project drawings and these specifications.

Detailed discussion of the scope of work is presented in Appendix A.

1.1.2. BACKGROUND

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

The new JEA HQ design plans included a fitness center. The existing plans for the fitness center must be redesigned and reduced to the north section of the available space (approximately 3688sf). RS&H is the Tenant Improvement architect for JEA HQ, HSJ is the low voltage and BAS designer, and Ryan Co is the landlord and Companies shall comply with Ryan Companies Rules & Regulations.

1.1.3. REQUEST FOR PROPOSAL – PDB

You are invited to submit a Response in response to the Solicitation noted below:

Solicitation: 1411276046

Title: Progressive Design-Build Services for the JEA Headquarters Fitness Center Project

Response Due Date: July 5, 2023

Response Due Time: 12:00 PM ET

1.1.4. INVITATION – SUBMITTING A RESPONSE

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

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

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

A Contract will be presented to the Respondent awarded this Work and the Contract will incorporate by reference this entire Solicitation and all associated Addenda. A sample of the JEA Contract can be found on jea.com.

All documentation submitted with a Response must reference the Solicitation Title and Number stated herein. All Responses must be made on the appropriate forms and formats as specified by this Solicitation and uploaded to a JEA's procurement platform.

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

A Respondent shall be solely responsible for delivery of its Response to the electronic Zycus platform.

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

The Respondent shall be solely responsible for timely delivery of its Response to JEA through Zycus.

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

1.1.5. ZYCUS INSTRUCTIONS

I. How to log into Zycus – Additional Instructions are attached as Appendix C – Zycus Supplier Instructions

A. New Users – Zycus

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

2. Note if the company is already doing business with JEA, you may find the company is already registered in Zycus. To find out if you are registered, try entering your email address in the New User Registration screen. If you receive a message stating “Email ID already registered”, log in as an Existing User Log-in”. If you don’t know your password, enter your email address and click on “Forgot Password”.

B. Existing Users or New Users with Previously Registered Emails

1. Once the user has a login on the sourcing platform select “Existing User Log-in”, the user may navigate to the solicitation by selecting the icon for the applicable solicitation.

II. How to Submit a Response Using Zycus

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

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

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

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

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

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

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

8. Once the user selects “Submit Response”, the user will receive a “Success” pop-up when submitted.
9. Once submitted users may recall and modify submitted documentation and submit information until the Response Due Date and Time.

1.1.6. OPENING OF RESPONSES

All Responses received shall be publicly opened, read aloud and recorded at 2:00 PM on the Response Due Date, via WebEx. The details for the WebEx will be on jea.com at the following website: <https://www.jea.com/events> no later than 48 hours before the Response opening.

At the opening of Responses, a JEA Representative will publicly open and announce each Response that was received on time. Responses that have been properly withdrawn will not be opened. JEA has the right to waive any irregularities or informalities in the Response Document.

1.1.7. MANDATORY PRE-RESPONSE MEETING

There will be a mandatory Pre-Response meeting associated with this Solicitation. All interested Respondents are required to attend the Pre-Response meeting. A Respondent shall only sign in representing one company, unless otherwise specified by JEA.

Those planning to attend the virtual meeting should email their name and contact information to: seldel@jea.com, at least 24 hours prior to the Pre-Response meeting to receive an invitation and to facilitate roll call.

Respondents must be on time to the meeting and must be present at the starting time of the meeting. Respondents not arriving on time for the meeting may have their Responses rejected and returned unopened.

Meeting Date: June 7, 2023

Meeting Time: 2:30 PM ET

Meeting URL:

<https://jeameeting.webex.com/jeameeting/j.php?MTID=m091108ce37a11d8a185564024f3e6e12>

Meeting number (access code): 2312 670 7960

Meeting password: VGqm33aDtP9

Dial In: 1-415-655-0001

1.1.8. OPTIONAL SITE VISIT

There will be an Optional Site Visit. Each Company will be required to sign in at the beginning of the meeting. Companies are required to have their own Personal Protective Equipment (Face Covering, Hard hat, reflective vest, steel toe or equivalent boots, and eye protection) to attend the site visit.

Site Visit: June 9 2023, 10:00 AM ET at 225 Pearl Street in Jacksonville, Florida.

1.1.9. ALTERNATE PROVISIONS AND CONDITIONS

Terms and conditions found in Responses that are contrary to requirements found in this Solicitation, including, but not limited to, the Contract terms and conditions contained in Section 2 of this Solicitation and any requirements found in the Technical Specifications attached as Appendix A to this Solicitation, will be rejected and are of no force and effect. However, JEA reserves the right to negotiate different terms and conditions and requirements if JEA determines that such terms and conditions and requirements are in the best interest of JEA.

1.1.10. SUNSHINE LAW

Article I, Section 24, Florida Constitution, guarantees every person access to all public records and Chapter 119, Florida Statutes, provides a broad definition of public records. JEA is subject to these laws and related statutes

("Florida's Public Records Laws"). All responses to this Solicitation are public record and available for public inspection unless specifically exempt by law.

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

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

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

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

Public Records Request Coordinator
JEA, 21 West Church Street, T-8
Jacksonville, FL 32202
Ph: 904-665-8606
publicrecords@jea.com

1.1.7 QUESTIONS

All questions must be submitted in writing to the JEA Buyer listed below at least five (5) business days prior to the opening date. Questions received within five (5) business days prior to the opening date will not be answered.

For Procurement Related Questions:

Buyer: Elaine Selders
E-mail: seldel@jea.com

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION

Respondent shall have the following Minimum Qualifications to be considered eligible to submit a Response in response to this Solicitation.

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

- The Respondent shall have performed the majority of the work and completed at least three (3) similar Design-Build projects.
 - A similar project is defined as the renovation of an office environment of at least 8,000 square feet; incorporating the same elements as the proposed project: construction of offices and restrooms/locker rooms etc.; including HVAC, plumbing, and electrical work. Construction value of the similar projects must be \$600,000.00 or more.
 - One (1) of the similar projects shall have been a Design-Build project in the State of Florida.
- The Respondent or partner for the engineering services shall have a State of Florida Certificate of Authorization for Engineering. Submit a copy of the certificate with the response.
- The Respondent or partner for the construction shall have a State of Florida General Contractors License. Include license number of the Minimum Qualifications Form.

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

1.2.2. SAFETY QUALIFICATION REQUIREMENT (RFP)

Respondent shall be approved as JEA Safety Qualified. JEA may reject the company's Response if not approved and proceed to Award to the next highest responsive and responsible Respondent.

JEA Safety Qualification information is available online at http://www.jea.com/About/Procurement/Contractor_Safety under Contractor Safety Reference Materials. A Respondent must have a three-year average Experience Modification Rating (EMR) of 1.0 or less and agree to the provisions of the Contractor Safety Management Process (CSMP) in order to become JEA Safety Qualified. It is the Respondent's responsibility to ensure it is JEA Safety Qualified. A list of the JEA's Safety Qualified vendors can be found on https://www.jea.com/About/Procurement/Contractor_Safety/. For additional information, contact Jim Fisher at (904) 226-5045 or Curtis Stothers at (904) 665-7736.

Each Company once awarded a JEA Contract is required to provide regular and continuing training for their employees. Such training shall be carried out at no expense to JEA. Company (including General / Prime Contractors) will also monitor the training activities of Subcontractors under their direction. All training outside of JEA specific training must meet OSHA requirements. Company employees working on JEA projects or sites shall receive JEA Safety Orientation and JEA Site-Specific Training before beginning work.

In addition, the Company shall be required to follow all rules and regulations for Ryan Companies US, Inc. included as Appendix C - Ryan Safety, Insurance and Indemnity Requirements for New HQ.

1.2.3. EVALUATION METHODOLOGY

1.2.3.1. COMPETITIVE SEALED PROPOSALS - CONSULTANTS' COMPETITIVE NEGOTIATION ACT (CCNA)

JEA shall evaluate the Proposer's qualifications, rank the qualifications from all Proposers, and negotiate a Contract for the Work in accordance with Florida Statute, Section 287.055, known as the Consultants' Competitive Negotiation Act ("CCNA").

In evaluating the qualifications, JEA will not consider price, but may consider factors including, but not limited to, the Proposer's professional personnel, past performance, whether the Proposer is a Jacksonville Small and Emerging Business (JSEB); recent, current and projected workloads of the Proposer, and volume of work previously awarded to each Proposer by JEA. JEA may also request interviews or presentations from the Proposers during its selection. Interviews or presentations, if any, will be evaluated and up to fifty (50) points will be added to the Proposers written Proposal evaluation score.

After approving the rankings of all the Proposers, JEA will enter into negotiations of contractual terms with the best ranked Proposer. During negotiations, JEA will consider detailed information regarding the Contract Price, the Proposer's hourly rates, and scope of the Contract for the various phases of the Progressive Design-Build project.

If JEA and the Company are unable to negotiate a satisfactory Contract, JEA will formally terminate the negotiations with the Proposer and undertake negotiations with the next ranked Proposer. JEA will Award the Contract to the highest-ranking qualified Proposer that successfully completes Contract negotiations with JEA.

1.2.3.2. PROGRESSIVE DESIGN-BUILD APPROACH TO DEFINING SCOPE AND FEES.

For purposes of this RFP the Proposer (Design-Build firm) is defined as a contractual entity, properly licensed under the Florida law, comprised of a firm possessing both design and construction resources in-house, or a joint venture between designer and contractor, or a contractor-led team with the designer in a subcontractor role.

Phase I (up to 90% Design Completion) Planning - up to 10% of the project will consist of engineering evaluation, assessment and concept development as listed below. Note: An Opinion cost will be provided at each design stage.

If at the completion of 10%, 30% or 60% engineering, JEA is not satisfied with the engineering plans for any of the work, JEA shall retain ownership of all work, may have the Design-Builder complete 10%, 30% or 60% deliverables, terminate any remaining work in process in Phase I of the project and may use the information in re-advertising the project for completion of design, or new Design-Build contract.

90% Detail Design of the project will consist of engineering and may include some construction tasks to determine the Design-Builder's project approach to design and construction, schedule, and Guaranteed Maximum Price (GMP).

Once the Design-Builder has completed Phase I, it will submit its proposal for Phase II to JEA for approval.

Phase II (from 90% to 100% to Design Completion through Construction) shall consist of any remaining engineering, equipment purchases, and construction to complete the project per requirements and applicable standards. A Guaranteed Maximum Price ("GMP") and a Guaranteed Completion Date (GCD) to complete Phase II, final design, and construction will be negotiated.

If acceptable, an Award shall be made to allow the Design-Builder to commence Phase II and to complete the project. If the fees or GMP cannot be successfully negotiated, JEA shall retain ownership of all work, have the Design-Builder complete Phase II deliverables up to Design Completion, terminate the previous phase of the project and JEA may use the information in re-advertising the project for Construction.

1.2.4. BASIS OF AWARD

1.2.4.1. EVALUATED PROPOSAL

JEA will use the Selection Criteria listed below to evaluate the Proposals. JEA may make its Award decision based solely upon the information submitted in the Proposals. JEA may also choose to have one or more Proposer make presentations to representatives of JEA. It is always in the best interest of the Proposer to provide informative, concise, well-organized technical and business information relative to the Work, in both the initial submittal of its Proposal and in any subsequent submittals.

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

1.2.5. SUBMISSION FORMAT

A Response must not exceed fifteen (15) total pages (most or all 8.5" x 11" pages), excluding resumes, JEA supplied forms, published project documents required in section 1.2.6.3 and any information required to meet minimum qualifications. A maximum of two (2) of the total pages may be 11" x 17" paper. Each side of a page having content will be counted toward the maximum page limit. Font size must be ten (10) point or greater throughout the Response. Response must be submitted in a pdf format.

1.2.6. SELECTION CRITERIA FOR FIRST PHASE OF EVALUATION

SELECTION CRITERIA	
Category	Points
1. Professional Staff Experience	25
2. Design and Construction Approach and Workplan	40
3. Company Experience and Performance	30
4. Jacksonville Small and Emerging Business (JSEB)	5
TOTAL:	100

1.2.6.1. PROFESSIONAL STAFF EXPERIENCE

Maximum score for this criterion is: 25 POINTS

Points for each subsection will be awarded as described on the Evaluation Matrix attached to this Solicitation. Each Evaluator will independently evaluate the submitted staff experience.

1. Team Members

The Respondent shall provide a maximum of nine (9) resumes of the professional staff to be assigned to perform the Work. The resumes provided shall identify the Overall Project Manager, Primary Architect, Mechanical Engineer, Electrical Engineer, Structural Engineer, Civil Engineer, Security and Low Voltage Consultant Specialist, Project Manager Construction, and Construction Superintendent (collectively, the "Team Members"). **Primary positions shall only serve in one (1) role.** Note, the Project Manager must be from the company submitting the Response and not a Subcontractor. **All proposed engineering staff shall be registered Professional Engineers in Florida.** Persons whose resumes are submitted as a Team Member must actually perform the Work unless Respondent receives prior approval by the JEA Project Manager to use a backup Team Member. Finally, if Respondent submits a resume of a Subcontractor that is employed by a JSEB firm, please note this on the resume.

At a minimum, each resume shall present the Team Member's name, title, years of service with company, total years of experience, applicable professional registrations, education, and work experience. Resumes shall also identify any specialty or technical process expertise. **Resumes shall be no more than two (2) pages in length, and on 8.5" x 11" sized paper. If more than two (2) pages are submitted, only the information contained on the first two (2) pages will be evaluated by JEA. No more than nine (9) resumes will be evaluated.**

2. Team Experience

Provide a summary of the experience the team being presented has working with one another on similar Construction Management-At-Risk (CMAR) or Progressive Design-Build Delivery projects.

3. Organizational Chart

Finally, Respondent shall provide an organizational chart delineating company's personnel responsibilities and functions associated with the Work. If applicable, this chart shall also delineate any responsibilities and functions of subcontractor(s) and/or JSEB firm(s).

1.2.6.2. DESIGN AND CONSTRUCTION APPROACH AND WORK PLAN

Maximum score for this criterion is: 40 POINTS

Respondent shall provide an explanation of how it typically manages its engagements to realize project budgetary goals, timetables and quality control objectives. Respondent shall explain, for this specific Scope of Work, how it intends to meet the budgetary goals, timetables and quality criteria established herein.

Respondent shall also provide a project schedule indicating: (i) all the activities envisioned to fulfill the requirements of the Work; (ii) the estimated duration for each activity; (iii) the estimated man-hours for each

activity; and (iv) the total estimated man-hours each primary Team Member, identified in the Section titled "Professional Staff Experience", will devote to the Work through completion. Additionally, the project schedule must demonstrate the utilization of any Subcontractors.

Required Information:

1) NARRATIVE OF PROJECT & UNDERSTANDING OF PROJECT ISSUES

Provide a narrative demonstrating the Company's understanding of the project goals, requirements, objectives, challenges, the project delivery method, and how the Company intends to ensure the scope, budget, and schedule will be met.

Describe the Company's project delivery process for design and for construction.

2) DESCRIPTION OF HOW PROJECT WILL BE IMPLEMENTED FROM START TO FINISH

Discuss how the project will be implemented from start to finish including the performance of the Scope of Work items in Appendix A - Scope of Work.

3) AMOUNT OF CONSTRUCTION WORK TO BE PERFORMED BY CONSTRUCTION CONTRACTOR

Describe how the construction work will be performed, amount of work to be self-performed by construction contractor, amount of work to be performed by subcontractors, proposed subcontractors for performing the work, how those subcontractors will be selected, and whether those subcontractors will be JEA approved responsible bidders.

4) COST EFFECTIVENESS OF PROPOSED SOLUTIONS

Provide a description of the Company's approach to cost estimating during the various phases of the design (i.e., conceptual, schematic, final and construction documents). Indicate the methodology and estimating system used in preparation of the estimates. Address how the Company will prepare, submit, reconcile and obtain approval of the GMP notice.

Discuss the cost effectiveness of the proposed solutions, taking into account expected life of the equipment, capital costs and operating & maintenance costs over the life of the equipment, including the expected methane recovery rate.

5) COMPREHENSIVE RESOURCE PLAN AND SCHEDULE

Discuss how the Design-Build firm will manage and balance the design and construction of this project to meet budget and schedule, including staffing and organization plans.

Discuss how the Company will utilize best practice techniques such as value engineering and constructability reviews and provide evidence of previous experience with any of the methodologies presented.

Provide a schedule which details the Company's proposed activities and how the Company intends to meet the required in-service date.

Provide the strategy the Company will employ for subcontracting work, including the use of JSEB firms. Address the Company's approach to implementation of a Quality Control/Quality Assurance plan for both self-performing and subcontracted work.

Work plan shall be no more than ten (10) pages in length, single-sided, and on 8.5" x 11" sized paper. Project schedule shall be no more than two (2) pages in length, single-sided, and on up to 11" x 17" sized paper. Project delivery process schematic shall be no more than two (2) pages in length, single-sided, and on up to 11" x 17" sized paper. The schedule and delivery process schematic will not be included in the ten (10) page limit.

Please use your own form for this section. Each Evaluator will independently evaluate.

1.2.6.3. COMPANY EXPERIENCE AND PERFORMANCE

Maximum score for this criterion is: 30 POINTS

Respondent shall provide the following:

Required Information:

A total of three (3) projects are required for this section. Preference will be given to teams where the design engineer and construction contractor have teamed on projects via a collaborative delivery method (Design-Build, CMAR, etc.).

The company performing the engineering shall provide published project documents of one of the submitted similar projects, including conformed drawings, specifications, and final basis of design report with a brief description of how the report framework will be modified for JEA's project.

Each project should at a minimum list the following:

- Name of Client/Customer with contact information that should include:
 - Name and title of Contact
 - Contact's phone number and email address.
 - Project Title
 - Project Cost
 - Project Timeframe
- Identify whether any of the proposed Team Members worked in key roles in the projects.
- Provide detailed information to describe how Company managed the engagements to realize project budgetary goals, timetables and quality control objectives.
- Describe any working relationship with subcontractors that will be used for this project.
- Identify the project stage — i.e., design, construction, construction completed, etc.
- Brief project description

Each Evaluator will independently evaluate the submitted Experience.

1.2.6.4. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) - SOLICITATION

Maximum score for this criterion is: 5 POINTS

Respondent shall indicate if it is certified as a Jacksonville Small and Emerging Business (JSEB) as defined by Jacksonville Ordinance 2004-602; Chapter 126, Part 6A and 6B.

If Respondent is not a certified JSEB, the Respondent shall list any JSEB certified subcontractors that it intends to utilize in the performance of the Design and Engineer Work, Phase I (as defined in 046-20 Appendix C - Sample Contract). The listing should include names of the JSEBs, the type of service they will provide, and the percentage of work being subcontracted. Points will be awarded based on the type and amount of work that will be conducted by JSEB firms.

The points will be awarded as follows:

Respondent is a COJ/JEA certified JSEB = 5 pts;

Respondent is not a JSEB but will subcontract Work to JSEBs:

Amount of Work to be Subcontracted in Phase I:

- $\geq 5\%$ of work = 4 points
- $\geq 3\%$ and $< 5\%$ = 3 points
- $\geq 2\%$ and $< 3\%$ = 2 points

- $\geq 1\%$ and $< 2\%$ = 1 point
- $< 1\%$ = 0 points

During the Development of GMP during Phase I in preparation for Phase II (as defined in Appendix C - Sample Contract), the Company will provide project documentation to the JSEB Manager for the Development of the JSEB goal for Phase II. Once the JSEB goal for Phase II has been established the Company will submit documentation to demonstration compliance to the JSEB Manager.

1.2.7. REQUIRED FORMS TO SUBMIT WITH RESPONSE

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

The following forms are required to be submitted:

- Company's Response (Selection Criteria)
- Response Form - This form can be found in Appendix B of this Solicitation
- Minimum Qualification Form – This form can be found in Appendix B of this Solicitation
- Conflict of Interest Form - This form can be found in Appendix B of this Solicitation
- List of JSEB Certified Firms - This form can be found in Appendix B of this Solicitation
- List of Subcontractors/Shop Fabricators - This form can be found in Appendix B of this Solicitation

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

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

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

1.2.8. NUMBER OF CONTRACTS TO BE AWARDED

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

1.2.9. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM REQUIREMENTS

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

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

During the development of GMP Proposer will meet with and provide project documentation to the JSEB Manager to facilitate meeting the JSEB goal for this project. Once the JSEB firms selected for Construction Services have been chosen, the Proposer will submit documentation to demonstrate compliance to the JSEB Manager.

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

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

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

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

Rita Scott
JSEB Manager
scotr1@jea.com

1.3. COMPLETING THE SUBMITTAL DOCUMENTS

1.3.1. COMPLETING THE PROPOSAL

Proposers shall submit their Proposals and any enclosed documents attached to this RFP with responses typewritten or written in ink. Proposers should refer to the Special Instructions of this RFP to review specific items, which may be required with the submittal of the Proposal. The Proposer, or its authorized agent or officer of the firm, shall sign the Proposal. Failure to sign the Proposal may disqualify the Proposal. JEA-approved erasures, interlineations or other corrections shall be authenticated by affixing in the margin, immediately opposite the correction, the handwritten signature of each person executing the Proposal. Failure to authenticate changes may disqualify the Proposal. JEA may disqualify any Proposals that deviate from the requirements of this RFP, and those that include unapproved exceptions, amendments, or erasures.

1.3.2. OBTAINING OFFICIAL SPECIFICATION DRAWINGS FOR THIS RFP

If drawings are required to be reviewed prior to submitting a Proposal, JEA offers electronic drawing files for viewing at no charge at JEA.com.

1.3.3. ADDENDA

JEA may issue Addenda prior to the Proposal opening date to revise, in whole or in part, or clarify the intent or requirements of the Solicitation. The Proposer shall be responsible for ensuring it has received all Addenda prior to submitting its Proposal and shall acknowledge receipt of all Addenda by indicating where requested on the Proposal Form. JEA will post all Addenda when issued online at jea.com. The Proposer must obtain Addenda from the JEA website. All Addenda will become part of the Solicitation and any resulting Contract Documents. It is the responsibility of each Proposer to ensure it has received and incorporated all Addenda into its Proposal. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Proposal.

1.3.4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

2. GENERAL INSTRUCTIONS

2.1. CONTRACT EXECUTION AND START OF WORK

Within thirty (30) days from the date of Award, JEA will present the successful Proposer with the Contract Documents. Unless expressly waived by JEA, the successful Proposer shall execute a Contract for the Work or Services within ten (10) days after receiving the Contract from JEA. If the Proposer fails to execute the Contract or associated documents as required, or if it fails to act on a JEA-issued Purchase Order (PO), JEA may cancel the Award with no further liability to the Proposer, retain the bid security or bond (if applicable), and Award to the next-ranked company.

Upon JEA's receipt of the executed Contract, certificate of insurance, and recorded Payment and Performance bonds (if applicable), JEA will issue a PO, in writing and signed by an authorized JEA representative as acceptance of the Proposal and authorization for the company to proceed with the Work, unless otherwise stated in the Contract or PO.

For Construction Services: In the event that JEA intends to authorize the successful Proposer to proceed with administrative work only, or with only a portion of the Work, then the PO shall state the specific limitations of such authorization and JEA will issue a separate written Notice to Proceed to authorize the Proposer to begin Field Work, when applicable, or to perform the remainder of the Work, or any portion thereof. The Proposer shall ensure that it is prepared to begin Field Work upon receipt of Notice to Proceed. Any Work performed outside of this partial authorization shall be at the Proposer's risk and JEA shall have no obligation to pay for such Work.

2.2. AVAILABILITY OF PROPOSALS AFTER OPENING

In accordance with the Florida Public Records Law, Florida Statute, Chapter 119, copies of all proposals are available for public inspection thirty (30) days after the opening of Proposals or on the date of Award announcement, whichever is earlier. Proposers may review opened Proposals once they are available for public inspection by contacting the designated Buyer or JEA's Public Records custodian whose contact information can be found at jea.com. JEA will post a summary of proposal opening results at www.jea.com.

2.3. THIRD PARTY AGREEMENT REQUESTS

In the event Company will or may request JEA execute a third-party agreement (including but not limited to: a joint check agreement, or revocable or irrevocable letter of direction with surety), then Company will disclose this fact in writing in its Proposal. This information will be taken into consideration by JEA in evaluating each Proposal. In the event Company is awarded this Work, then JEA will execute such documents, provided however, the same incorporates any additional language required by JEA's Chief Purchasing Officer.

2.4. JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

2.5. CONFLICT OF INTEREST

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

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

2.6. ETHICS (RFP)

By signing the Proposal, the Proposer certifies this Proposal is made without any previous understanding, agreement or connection with any other person, firm, or corporation submitting a Proposal for the same Work other than as a Subcontractor or supplier, and that this Proposal is made without outside control, collusion, fraud, or other illegal or

unethical actions. The Proposer shall comply with all JEA and City of Jacksonville ordinances, policies and procedures regarding business ethics.

The Proposer shall submit only one (1) Proposal in response to this RFP. If JEA has reasonable cause to believe the Proposer has submitted more than one (1) Proposal for the same Work, other than as a Subcontractor or subsupplier, JEA shall disqualify the Proposal and may pursue debarment actions.

The Company shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, with this Proposal by completing and submitting the Conflict-of-Interest Certificate Form found at jea.com. Failure to fully complete and submit the Conflict-of-Interest Certificate will disqualify the Proposal. If JEA has reason to believe that collusion exists among the Companies, JEA will reject any and all Proposals from the suspected Company and will proceed to debar Company from future JEA Awards in accordance with the JEA Purchasing Code.

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

In accordance with Florida Statutes Sec. 287.133, JEA will reject Proposals from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendor list maintained by the Florida Department of Management Services. JEA shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Company listed on the Convicted Vendor list for any transaction exceeding \$35,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list.

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

2.7. EX PARTE COMMUNICATION

Ex Parte Communication is strictly prohibited. Ex Parte Communication is defined as any inappropriate communication concerning a Solicitation between a firm submitting a Proposal and a JEA representative during the time in which the Solicitation is being advertised through the time of Award. Examples of inappropriate communications include: private communications concerning the details of Solicitation in which a Proposer becomes privy to information not available to the other Proposers. Social contact between Proposers and JEA representatives should be kept to an absolute minimum during the solicitation process.

Failure to adhere to this policy will disqualify the noncompliant Company's Proposal. Any questions or clarifications concerning a Solicitation must be sent in writing via email to the JEA Buyer at least five (5) business days prior to the opening date. If determined by JEA, that a question should be answered or an issue clarified, JEA will issue an addendum to all Proposers.

For more information on Ex Parte communications, see JEA Procurement Code, Article 1-110, which is available at www.jea.com.

2.8. RESERVATIONS OF RIGHTS TO JEA

The Solicitation provides potential Companies with information to enable the submission of written offers. The Solicitation is not a contractual offer or commitment by JEA to purchase products or services.

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

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

JEA contracts of any nature or who have been scored by JEA as "Unacceptable" and as a result, are temporarily barred from bidding additional work.

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

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

2.9. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY

By signing and submitting a proposal, the Proposer certifies and represents as follows:

- a. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of Solicitation prior to submitting its Proposal. Where the Proposer visits sites, no Work or other disturbance is to be performed while at the site without written permission by JEA in advance of the site visit. The Proposer shall comply with all safety requirements described in the Proposal and shall be prepared to show proof of a minimum of \$1 million of general liability insurance or the amount specified in this Solicitation (whichever is greater).
- b. That every aspect of the Proposal and the detailed schedule for the execution of the Work, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JEA assumes the responsibility.
- c. That the individual signing the Proposal is a duly authorized agent or officer of the firm. Proposals submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the Proposal, satisfactory evidence of authority to sign must be submitted upon request by JEA. If the Proposal is submitted by a partnership, the Proposal must be signed by a partner whose title must under the signature. If an individual other than a partner signs the Proposal, satisfactory evidence of authority to sign must be submitted upon request by JEA.
- d. The corporation or partnership must be in active status at the Florida Division of Corporations (www.sunbiz.org) prior to Award.
- e. That the firm maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including, but not limited to, contractor's license and occupational licenses necessary 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 Proposer shall immediately notify JEA of status change.
- f. That it has read, understands and will comply with these instructions and the Section titled Ethics.

2.10. PROHIBITION AGAINST CONTINGENT FEES

The Company warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Company, or an independent sales representative under contract to the Company, to solicit or secure a contract with JEA, and that it has not paid or agreed to pay any person, company, corporation, individual or Company, other than a bona fide employee working solely for the Company, or an independent sale representative under contract to the Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the Award or making of the Contract. For a breach or violation of these provisions occurs, JEA

shall have the right to terminate the Contract without liability, and at its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

2.11. PROTEST OF RFP AND AWARD PROCESS

Companies shall file any protests regarding this RFP in writing and in accordance with the JEA Procurement Code, as amended from time to time. The JEA Procurement Code is available online at jea.com.

2.12. JEA CRITICAL INFRASTRUCTURE PROTECTION (CIP)

Pursuant to federal regulations, JEA is required to implement Critical Infrastructure Protection (CIP) and comply with NERC/FERC reliability standards for identified assets (collectively the "Assets"). Assets include both physical and cyber Assets that are essential for JEA to maintain the integrity of the bulk electric system. Therefore, the Company must ensure that all individuals that have access to any Assets meet all requirements of JEA, including, but not limited to the background screenings, prior to the individual performing any services for JEA. The specific Assets an individual will access will determine the specific JEA training and criminal background check that will be required before an employee will be approved to perform services for JEA. The Company will be responsible for all labor costs associated with completion of the training. The provisions of this Section and the immediately preceding section shall apply to all of the Company's Subcontractors and agents, and shall be included in Company's contracts with its Subcontractors for any part of the Work. JEA reserves the right to modify these terms if the applicable regulations change or additional regulations become applicable. JEA will provide sufficient notice in advance for Company to comply with JEA's requirements related to the updated regulations.

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

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

2.13. JEA ACCESS BADGES

If the Work requires an individual to access JEA's facilities or properties, the Project Manager or other JEA Representative will determine whether or not such individual must have a JEA access badge prior to accessing JEA facilities or properties. This determination will be made based upon the business need and in accordance with JEA's applicable security policies and procedures. In no event shall individuals share JEA access badges.

Individuals issued an access badge must adhere to all of JEA's security badge usage policies and procedures. Violation of the provisions of this Section or any of JEA's security policies may result in immediate termination of the Contract.

In particular, JEA must be notified within 12 hours or sooner of a lost or stolen JEA access badge or when an individual leaves the Company or any subcontractor. The Company shall bear any costs associated with issuance, and production, of any lost or stolen JEA access badge. The Company is required to report all badge loss, or termination, notifications to the JEA Representative and JEA Security. JEA Security can be contacted at (904) 665-8200 and security@jea.com. Failure to make the reports required in this paragraph may result in significant

regulatory fines and penalties. The Company shall be responsible for all such costs and JEA shall have the right to immediately terminate the Contract.

2.14. PUBLIC RECORDS LAWS

Access to Public Records.

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

Redacted copies of Confidential Information.

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

Request for Redacted Information.

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

Indemnification for Redacted Information.

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

Public Records Clause for Service Contracts.

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

- Keep and maintain public records that ordinarily and necessarily would be required by JEA in order to perform service;
- Provide the public with access to public records on the same terms and conditions that JEA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or otherwise prohibited by law;

- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- Meet all requirements for retaining public records and transfer, at no cost, to JEA all public records in possession of the Company upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to JEA in a format that is compatible with the information technology systems of JEA.

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

JEA

Attn: Public Records

21 West Church Street

Jacksonville, Florida 32202

Ph: 904-665-8606

publicrecords@jea.com

2.15. SCRUTINIZED COMPANIES

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

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

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

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

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

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

3. CONTRACTUAL COMMERCIAL TERMS

The Terms and Conditions of this Solicitation are set forth in the Sample Contract included herewith in Appendix C of this document.

4. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

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

The Scope of Work and CPM Schedule Requirements are located in Appendix A of this document.

5. FORMS

5.1. FORMS (APPENDIX B)

Forms required to be submitted with this solicitation are provided in Appendix B or can be obtained on the JEA website at www.jea.com.

6. EVALUATION MATRIX

6.1. EVALUATION MATRIX

The attached form (Evaluation Matrix) is the matrix that will be used to evaluate all proposals submitted in response to this RFP.

7. SUPPLEMENTAL DOCUMENTS

The following supplemental documents can be found as Appendix C.

- Appendix C – Sample Contract
- Appendix C - Zycus Supplier Instructions
- Appendix C - Ryan Safety, Insurance and Indemnity Requirements for New HQ
- Appendix C - RS&H plans
- Appendix C – Ryan Co Drawings/as-builts