

Solicitation for Power Island: Advanced-Class Combined-Cycle Facility

1. Cover Page

Solicitation
For Participation in
Power Island: Advanced-Class Combined-Cycle Facility
for JEA
Jacksonville, FL
Solicitation Number 1411845850

Mandatory Pre-Response Meeting via WebEx or Teleconference on September 23, 2024 at 09:00 EST

Meeting URL: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NWMxNzM5MzAtNGNjMi00ZjFlTkxNmMtZTQwNDRjMzY2MGYw%40thread.v2/0?context=%7b%22Tid%22%3a%22c0d91960-576d-4631-bc37-56584b7dc8db%22%2c%22Oid%22%3a%220b79bcc0-d011-4cb6-ae9c-c192584b4a57%22%7d

Meeting Number (Access Code): 231 444 095 093

Meeting Password: yJFuJ3

Dial In: [+1 469-208-1810,330704949#](tel:+14692081810330704949)

Those planning to attend the Webex should send contact information to: PowerIslandRFP@JEA.com, 48 hours prior to the Pre-Response Meeting to have contact information documented.

Responses are due on December 3, 2024, by 12:00 PM EST

All Responses shall be submitted through JEA's E-Procurement and Contract Management Portal provided by Zycus Supplier Network at <https://zsn.zycus.com/guest>. Instructions on how to login to Zycus is provided below in this Solicitation. **LATE RESPONSES MAY BE REJECTED.**

JEA will publicly open all Responses received from qualified Respondents on December 3, 2024, via WebEx.

For more information please contact the JEA Buyer at:

PowerIslandRFP@JEA.com

2. Scope of Solicitation

JEA seeks Responses (the "Solicitation") to development of a Combined Cycle Power Generation facility at the St. Johns River Power Park. JEA is evaluating development of a Combined Cycle Power Generation facility at the St. Johns River Power Park. The facility is expected to be sized to deliver between 525 to 700 MW of net plant output using an advanced class gas turbine in a 1x1 multi shaft configuration. Cycle heat rejection will consist of a surface condenser and mechanical draft cooling tower. Duct burners shall be sized to provide an increase of 15% in STG output across the full range of ambient conditions. The maximum plant output shall be delivered under hot day ambient conditions defined herein.

The following specifications are for the design and supply of one multi shaft Power Island consisting of one advanced class H/J class Combustion Turbine Generator (CTG), a Steam Turbine Generator (STG) and a triple pressure Heat Recovery Steam Generator (HRSG). CTG shall be equipped with a Dry Low NOx (DLN) combustion system designed for firing natural gas fuel and backup fuel oil. The STG shall be configured as tandem compound reheat unit with a side exhaust dual flow or an axial exhaust LP cylinder. The triple pressure HRSG shall be a horizontal natural

circulation design. All Power Island Equipment (PIE) along with associated auxiliaries shall be located outdoors and shall be provided with manufacturer's standard weather proof acoustic enclosures.

Control systems for the CTG and STG shall be designed to interface with the Purchaser's plant distributed control system (DCS). The facility will be operated primarily from the Purchaser furnished DCS.

The facility is located 2 miles inland, equipment design including CTG inlet air filtration shall be based on proven design concepts, which have been applied successfully in the power generation industry and met performance expectations under commercial operation for similar applications. The offered equipment shall have a minimum of 8,000 hours of cumulative operating experience at each location and a minimum of 3 different sites. Supplier shall identify equipment which does not meet this requirement.

All equipment furnished under this specification shall comply with applicable FM Global Property Loss Prevention Standards and Data Sheets. Suppliers shall confirm compliance with their proposals.

Additional details regarding the type and requirements of Respondents and Responses are provided throughout this main body document and in the appendices to this Solicitation and attachments of this Solicitation . A list of appendices and Attachments is provided below:

Appendix B - Minimum Requirements Form, Response Form, Response Workbook, & Conflict of Interest Form

Appendix C – Zycus Supplier Instructions

Appendix E - Power Island Terms and Conditions Sheet

Attachment 1. Performance and Emissions Tables RevO

Attachment 2. JEA Schedule of Submittals, Bid Submittals and Technical Fillin

Attachment 3. Performance and Emissions Tables 1111F Option RevO

Attachment 4. FMDS0614 HRSG

Attachment 5. FMDS07101 Steam Turbines and Generators

Attachment 6. FMDS1303 Steam Turbines

Attachment 7. FMDS0754 Natural Gas

Attachment 8. FMDS0779 Gas Turbines and Generators

Attachment 9. FMDS1317 Gas Turbines

Attachment 10. FMDS1704 Vibration Monitoring

Attachment 11. Guaranteed Oty CTG

Attachment 12. Guaranteed Oty SIS

Attachment 14, Guaranteed Oty HRSG

Attachment 15. 16031-DS-001 Multifunction Generator Protection Relay Tripping Matrix

Attachment 16. 16031-DS-002 Excitation Transformer Protection Relay Tripping Matrix

Attachment 17. PCCCS Option

67.9100 Technical Specifications for Power Island Equipment - IFB

67.9100 Technical Specifications Supplementals – IFB

78.4201 LTSA Term Sheet Specification

Capitalized terms used in this Solicitation without definition shall have the definitions given to them in Appendix E of this Solicitation.

3. Schedule

The key milestones for the Solicitation and their currently scheduled dates are provided in Table 2 below.

Table 2 – Key Milestones for the Solicitation

Milestone	Date
RFP Issued to Market	September 9, 2024
Required Pre-Response Meeting	September 23, 2024
Response Submissions Due Date	December 3, 2024
Announcement of PI Bid Results	June 24, 2025

This schedule and the documents associated with the Solicitation are subject to change at JEA's sole discretion at any time during the Solicitation process and for any reason. JEA will endeavor to notify Respondents of any changes to the Solicitation but shall not be liable for any costs incurred by Respondents or any other party due to a change or for failing to provide notice or acceptable notice of any change. Respondents should factor this schedule and any changes thereto into their project development timelines and Responses.

4. Background

JEA owns, operates, and manages the electric system established by the City of Jacksonville, Florida since 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 522,469 electric, 396,566 water, 316,441 sewer and 26,902 reuse water customers. JEA is Florida's largest municipal utility and the eighth largest municipal utility in the United States.

JEA owns and operates an electric system with four generating plants, plus transmission and distribution facilities, including over 744 circuit miles of transmission lines and more than 7,408 miles of distribution lines. JEA also currently purchases energy from several solar sites located across the service territory, has contractual arrangements to purchase power from two landfill gas facilities and from a nuclear power plant, Vogtle Units 3 and 4. Additionally, JEA purchases power and energy from conventional resources and solar resources outside of JEA's service territory.

5. Invitation - Submitting a Response

Respondents that meet the Minimum Requirements stated herein are invited to submit a Response to this Solicitation. A complete copy of this Solicitation, the appendices, forms, and all other documents referenced in this Solicitation are on JEA's E-Procurement and Contract Management Portal provided by Zycus Supplier Network at <https://jea.zycus.com/>. Instructions on how to login to Zycus are provided below in this Solicitation.

All Responses are due at the time indicated on the title page of this Solicitation. Section 6 of this Solicitation has the instructions for submitting a Response for this Solicitation within Zycus.

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

All Responses should 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 Close Date & Time (Due Date & Time).

A Respondent shall be solely responsible for timely delivery of its Response to the Zycus Supplier Network. Respondents are strongly encouraged to acquire log in credentials early as possible. Additionally, Respondents are encouraged to submit Responses early to ensure the uploading process goes smoothly. **If Respondent is unable to access or has issues with the functionality of Zycus, then please contact JEA for assistance.**

Responses are due by the time and on the date stated on the cover page of this Solicitation. **LATE RESPONSES MAY BE REJECTED.**

6. Zycus Instructions

I. How to Log into Zycus

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 and once completed with each section, can select “Save”. Note each section has a red, yellow, and 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 this Solicitation, JEA will provide forms, pricing tables in Excel, and questionnaires which the user will need to download. Additionally, all required documentation outlined in this Solicitation will need to be uploaded once completed as part of the Response. Users can download the required attachments by selecting the “Buyers Attachments” icon.

7. Once the required documentation is 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.

The Bidder shall be solely responsible for delivery of its Bid response to the electronic Zycus platform.

Bids are due by the time and on the date listed above. Late Bids may not be accepted.

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

Issues in logging in or in submitting documents shall be coordinated through buyer at PowerIslandRFP@JEA.com.

7. Questions

All Questions must be submitted in writing electronically on the Zycus eForum to the JEA Buyer listed herein at least five (5) business days prior to the opening date. Questions received within five (5) business days prior to the opening date may not be answered. Bidder Questions may be submitted via the Zycus Chat function in the associated bid under eForum. Group Responses of a material nature shall be issued by addendum and attached to the online procurement on the Zycus platform. JEA reserves the right to provide responses to questions to all bidders that do not refer to specific individual project information in consultation with the IE.

Submitting an inquiry to the eForum section will send a communication to the buyer. Any comments or queries are not Addendums to the Solicitation. Only Addendum(s) issued and attached to the Solicitation under “Buyers Attachments” will be considered to be a formally approved change or clarification.

Additional direct contact may be made directly to the buyer at PowerIslandRFP@JEA.com

8. Mandatory Pre-Response Meeting

There will be a mandatory Pre-Response meeting associated with this Solicitation at the date and time listed on the cover page of this Solicitation. All interested Respondents must attend the Pre-Response meeting. Those planning to attend the WebEx or teleconference are encouraged to email their name and contact information to the JEA Buyer listed herein at least 48 hours prior to the Pre-Response meeting to facilitate roll call. A Respondent must only sign in representing one company, unless otherwise agreed to by JEA in writing.

9. Opening of Responses

All Respondents (i.e., company name) and technology included within Responses received shall be publicly announced and recorded via WebEx at the date and time indicated on the cover page of this Solicitation.

The details for the WebEx will be on jea.com at the following website: <https://www.jea.com> approximately 48-hours before the Response opening.

At the opening of Responses, a JEA representative will publicly open each Response that was received prior to the Date and Time, except for those Responses that have been properly withdrawn. Confidential information will not be shared during the opening and will be limited to Respondent name and technology type. JEA has the right to waive irregularities or informalities in the Responses to the extent allowable under applicable laws.

10. Alternate Provisions and Conditions

Responses that contain provisions that are contrary to requirements found in this Solicitation, including any requirements found in this Solicitation and corresponding appendices, will be reviewed but may not be accepted by JEA. Term sheets have been provided in Appendix E. Exceptions to these term sheets should be provided in writing through Appendix B – Response Submission Form, or through redlines of the provided term sheets. Respondents shall be deemed to have accepted any terms for which exceptions or proposed revisions are not provided. JEA reserves the right to negotiate the best terms and conditions if determined to be in the best interests of JEA, and negotiate different terms and related price adjustments if JEA determines that it provides the best value to JEA.

11. Minimum Requirements

Respondent must meet the following Minimum Requirements to be considered eligible to have its Response evaluated by JEA. Respondent must complete and submit the Minimum Requirements Form provided in Appendix C of this Solicitation. JEA reserves the right to ask for additional back up documentation or additional reference projects to confirm the Respondent meets the requirements stated below.

JEA will reject Responses from Respondents not meeting all of the following Minimum Requirements:

- Respondents have fully completed all required forms and provided all required information, consistent with the instruction in Section 5 and Section 17 of this Solicitation
- Attended Mandatory Pre-Response Meeting as found in Section 8 of this Solicitation.
- Responses have a delivery start date supporting a COD of no later than December 30, 2030.
- The Respondent shall have successfully manufactured a combustion turbine generator (CTG) for a 1:1 combined cycle sized between 525 to 700MW, 60Hz for power generation application as outlined in the Technical Specification. The Respondent shall have successfully sold and commissioned at least one similar contract in the USA.
- The Respondent shall comply with the technical and commercial specifications for this solicitation.
- The Respondent is not on the State of Florida Convicted Vendor List, State of Florida's Suspended Vendor List, the City of Jacksonville's Disqualified Vendor List, have their bidding privileges actively suspended by JEA, been debarred by JEA, or have had a contract with JEA was terminated for default within the last two (2) years.

12. Insurance Requirements

Prior to JEA issuing a notice to proceed to the Company to begin executing obligations under an executed contract, the Respondent shall submit a certificate of insurance (COI) that is in compliance with amounts and requirements as indicated in this Solicitation (see Appendix K – Seller Insurance Requirements). Note, where applicable, that the COI shall specifically indicate JEA as additional insured on all required insurance except Worker's Compensation and Professional Liability (if applicable). Furthermore, waiver of subrogation must be provided for all required insurance in favor of JEA, including its board members, officers, employees, agents, successors, and assigns.

13. Optional Use of Small and Emerging Business Program

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

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

14. Basis of Selection - Highest Evaluated

JEA may select and enter contract negotiations to the Respondent whose Response meets or exceeds the Minimum Requirements set forth in this Solicitation, and whose Response receives the highest number of points based upon

JEA's evaluation of the Selection Criteria stated herein. JEA will not select a Response on a price only basis, but will make a selection based on an evaluation of how well each Respondent meets the "Selection Criteria" stated herein. Selections and execution of any contracts resulting from this Solicitation is subject to approval from JEA senior leadership and JEA's Board of Directors.

15. Evaluation Methodology

Responses will be scored and ranked by a committee of 3 to 5 evaluators consisting of JEA's staff. Each evaluator will individually score the Responses using an evaluation matrix outlined below and in Appendix J – Evaluation Methodology Description. Evaluators will be supported by a team of subject matter experts (SMEs) consisting of JEA staff and consultants.

JEA will use the "Selection Criteria" listed below to evaluate the Responses. JEA will make its selection decision based solely upon the information submitted in the Responses and any follow-up information requests or questions and answers submitted by JEA's SME team. JEA may also choose, at JEA's sole discretion, to have one or more Respondents make presentations to representatives of JEA prior to selections to support JEA Response evaluations. It is always in the best interest of the Respondent to provide informative, concise, well-organized technical and business information relative to the Response, in both the initial submittal of its Response and in any subsequent submittals.

Economic Assessment

Respondent shall provide a firm price quote for all by completing Appendix B – Response Form. The prices quoted must include all applicable costs (as outlined in Appendix B, Material Cost, Transportation (DDP Jobsite), Startup and Commissioning Spare Parts, On-site Technical Advisory (TA) Services, Security Instruments, Operations and Maintenance Manual(s), profit, taxes, benefits, travel, percent mark-up, contingency, and all other overhead items. The prices quoted by Respondent on the Response Form must be firm-fixed prices, not estimates.

To the extent JEA receives robust participation in the Solicitation, the economic evaluation may include a preliminary economic screening analysis and, for those Responses that do not pass the screening, JEA may reject those Responses in its sole and absolute discretion.

Commercial Viability

- Key Commercial Terms (Reference "Key Commercial Terms" Tab)
- Specification Compliance
- Project Delivery Schedule
- Minimum Performance Levels
- Liquidated Damages
- Emissions Guarantees
- Noise Guarantees
- Equipment Operating Experience
- Equipment Operation on Fuel Oil
- "Baseload Net Electrical Output meets minimum requirement of 525 MW"
- LTSA Offer
- Project Submittal Schedule

Financial Operations

- LCOE Evaluation Results (\$/MWh)
 - Performance Factors (operating profile, output)
 - Equipment Capital Cost
 - Heat Recovery Steam Generator Scope of Supply
 - Engineering Services Scope of Supply
 - Miscellaneous Materials and Services Scope of Supply
 - Training Scope of Supply
 - Startup Spares Scope of Supply
 - CT Scope of Supply

- ST Scope of Supply
 - Electrical Scope of Supply
 - EPC Capital Cost
 - Field Assy Adjustments
 - O&M Costs (including LTSA)
 - Fuel Consumption (Heat Rate)
- Production Model Results [Total System Cost (NPV, \$B)]
 - Items included in LCOE
 - Startup/Shutdown Costs
 - Startup Limitations
 - Runtime Charge
 - Load Forecast
 - Fuel Forecast
 - Changes to Unit Dispatch
 - Ramp Rate
 - Minimum Load
 - Minimum Up/Down Time

Dispatchability

- Start Time (Cold Start) to MECL (hours)
- Start Time (Warm) to MECL (hours)
- Start Time (Hot) to MECL (hours)
- CT Ramp Rate, Average Day, Natural Gas (MW/min)
- CT Ramp Rate, Average Day, Fuel Oil (MW/min)
- Minimum Dispatch Level (MECL), Average Day, Natural Gas (MW)
- Equivalent Availability Factor (%)
- Equivalent Forced Outage Rate (%)

Other

- Site Visit Memo
- Shop Visit Memo
- Bid Evaluation Summary Memo

While evaluating Responses, JEA may request clarification or additional information from the Respondent about any item in its Response. Such requests will be sent consistent with the protocols outlined in this Solicitation and the Respondent must provide a response back to JEA within five (5) business days unless otherwise specified by JEA, or JEA, at its sole discretion, may deem the Respondent to be non-responsive and either suspend or terminate further evaluation of its Responses.

Once the evaluation is complete, Respondents and their corresponding Responses may be selected for commercial negotiations. After the selection process has been completed, JEA will notify each Respondent as to whether JEA is moving forward with their Responses or has been eliminated from further consideration for this Solicitation.

16. Tie

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

17. Required Forms to be Submitted

The following forms and associated documentation must be completed and submitted to JEA at the timeframes stated above:

- Appendix B - Minimum Requirements Form
- Appendix B – Response Form

- Appendix B – Conflict of Interests Form
- Proposed Terms and Conditions for O&M Agreement, if applicable
- Proposed Terms and Conditions for LTSA, if applicable

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 requests 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 Date and Time. However, failure to submit these documents prior to Contract execution could result in Response rejection, unless waived by JEA.

- I. Conflict of Interest Certificate Form - This form can be found at JEA.com
- II. Certificate of Insurance
- III. W-9
- IV. Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)
- V. Subcontractor Form, if applicable
- VI. Human Trafficking Affidavit

18. Bid Validity

Company's proposal shall be valid in all respects, including pricing, for a minimum of 180 days. Pricing shall be firm through bid validity, including material and currency escalation.

19. Addenda

An addenda is defined as a written change or changes to the Solicitation issued by JEA Procurement Services and is incorporated into the Solicitation as a modification, revision and/or further clarification of the intent of the Solicitation. JEA will submit an Addenda as needed and will notify Respondents through the contemplated communication process described in Sections 5 & 6 above.

20. Contract Execution

Within 30 days from the date of selections, JEA will present the successful Respondent with the Contract. Unless expressly waived by JEA, the successful Respondent must execute the definitive Agreement by the date provided in Table 2 above. If the Respondent fails to execute the Contract or associated documents as required, JEA may cancel the award with no further liability to the Respondent and retain any bid security or bond.

21. Ex Parte Communication

Ex Parte Communication is defined as any inappropriate communication concerning a Solicitation between any officers, employees or other representatives of Respondent and a JEA representative during the time in which the Solicitation is being advertised through the time of selections. Examples of inappropriate communications include: private communications concerning the details of the Solicitation in which a company becomes privy to information not available to the other Respondents. Social contact between companies and JEA Representatives should be kept to an absolute minimum during the Solicitation process.

Ex Parte Communication is strictly prohibited. Failure to adhere to this policy will disqualify the noncompliant Respondent. Any questions or clarifications concerning this Solicitation must be sent in writing through Zycus to the JEA Buyer at least five business days prior to the opening date. If JEA determines that a question should be answered or a requirement should be clarified, JEA will issue an Addendum to the Solicitation.

22. Certifications and Representations of the Company

By signing and submitting its Response, the Respondent certifies and represents as follows:

A. That the individual signing the Response is duly authorized to contractually bind the Respondent to the terms and conditions of this Solicitation and the Contract. Respondent shall provide satisfactory evidence of such authority within three days of JEA's request.

B. That every aspect of the Response is 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, if successful, the Respondent will be registered to conduct business in the State of Florida and in active status with the Florida Division of Corporations at the time of execution of a Contract.

D. That the Respondent maintains in active status of any and all licenses, permits, certifications, insurance, bonds and other credentials including, but not limited to, all licenses necessary to perform its obligations under the Definitive Agreement. The Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of the status change.

23. Ethics

By submitting a Response, the Respondent certifies that its Response is made without any previous understanding, agreement or connection with any other person, firm, or corporation submitting a Response under this Solicitation other than as a Subcontractor or supplier, and that the Response is made without outside control, collusion, fraud, or other illegal or unethical actions. The Respondent shall comply with all JEA and City of Jacksonville ordinances, policies and procedures regarding ethics.

The Respondent shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, in Respondent or its Response by completing and submitting the Conflict of Interest Certificate Form available at jea.com. Failure to fully complete and submit the Conflict of Interest Certificate will disqualify the Response. If JEA has reason to believe that collusion exists among the Respondents, JEA shall reject any and all Responses from such Respondents and will proceed to debar the Respondents from future JEA Awards in accordance with the JEA Procurement Code.

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

In accordance with Florida Statutes Sec. 287.133, JEA shall reject Responses 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 Respondent listed on the Convicted Vendor list for any transaction exceeding \$35,000 for a period of 36 months from the date of being placed on the Convicted Vendor list.

24. JEA Publications

Applicable JEA publications are available at jea.com.

25. Modification or Withdrawal of Responses

The Respondent may modify or withdraw its Response at any time prior to the Response Due Date and Time by giving written notice to JEA through the established communication protocols outlined in this Solicitation by submitting an updated Response. JEA will not accept modifications submitted by telephone, telegraph, email, or facsimile, or those submitted after the Response Due Date and Time. The Respondent may not modify or withdraw its Response for a period of 12 months following the Response Due Date.

26. Notice of Prohibition Against Considering Social, Political, or Ideological Interests

Pursuant to Section 287.0501, Florida Statutes, JEA may not:

- (i) Request documentation of or consider a vendor's social, political, or ideological interests when determining whether a vendor is a responsible vendor; or

(ii) Give preference to a vendor based on the vendor's social, political, or ideological interests.

27. Prohibition Against Contingent Fees

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

28. Protest of Solicitation and Selection Process

Any protests regarding this Solicitation must be filed in writing and in accordance with the JEA Procurement Code, as amended from time to time. The JEA Procurement Code is available online at www.jea.com.

29. Availability Of Response After Opening

In accordance with the Florida Public Records Law, Florida Statutes, Chapter 119, copies of all Responses are available for public inspection thirty (30) days after the opening of Responses or on the date selections are announced, whichever is earlier. Release of documents will be performed in accordance with Section 30 Sunshine Law below. Respondents may review opened Responses once they are available for public inspection by contacting the designated JEA Buyer or JEA's Public Records custodian whose contact information can be found at jea.com. JEA will post a summary of the Response results immediately after the Response opening.

Pursuant to Section 119.0713(4), Florida Statutes, if the Response contains proprietary confidential business information, such information shall remain confidential for one year after JEA has either completed its due diligence review or has decided not to participate in the project. For the purposes of this section, "proprietary confidential business information" is defined as follows:

- (i) Trade secrets, as defined in Section 688.002, Florida Statutes;
- (ii) Internal auditing controls and reports of internal auditors;
- (iii) Security measures, systems, or procedures;
- (iv) Information concerning bids or contractual data, the disclosure of which would impair the efforts of JEA to contract for goods or services on favorable terms; and
- (v) Information relating to competitive interests, the disclosure of which would impair the competitive business of the provider of the information.

There may be additional public records exemptions that apply to information contained in the Response. It is the responsibility of Respondent to identify information in the Response that may be considered confidential or exempt from production, as provided in Section 30 below.

30. Reservation of Rights of JEA

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

JEA reserves the right to reject all Responses, and to waive informalities if JEA deems such action to be in its best interest. JEA may reject any Responses that it deems incomplete or irregular.

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 Responses at any time prior to the time announced for the opening of Responses. JEA may Award the Contract in whole or in part. JEA may award multiple Contracts if it is deemed to be in JEA's best interest.

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

JEA

**Attn: Public Records
225 North Pearl Street
Jacksonville, FL 32202
Ph: 904-665-8606
publicrecords@jea.com**

32. 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 the Company:

- (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 Company:

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

33. **Safety Qualification Requirement**

As applicable, Respondent shall be approved as JEA Safety Qualified. A Respondent will not be allowed to work onsite of a project without the appropriate safety qualifications.

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 not be charged to JEA as a separate billable fee. 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.

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

- I. Contract Amendments
- II. Executed Contract Documents
- III. Addenda
- IV. This Solicitation, including all Appendices, Exhibits and Attachments to this Solicitation
- V. Company's Response
- VI. JEA's Purchase Order