

**SOLICITATION
FOR PARTICIPATION IN
JEA CUSTOMER ENERGY AND WATER MANAGEMENT PORTAL - SMART GRID
FOR
JEA
JACKSONVILLE, FL**

SOLICITATION NUMBER 114-11

**MANDATORY PRE-BID MEETING/ TELECONFERENCE
PRE-BID DATE: 8/12/11
PRE-BID TIME: 11:00AM**

**DIAL IN: 1-888-384-9090
PASSCODE: 4285985**

**BIDS ARE DUE ON AUGUST 23, 2011 BY 12:00 PM
JEA WILL OPEN BIDS ON AUGUST 23, 2011 AT 2:00 PM
AT JEA CUSTOMER CENTER, 21 WEST CHURCH STREET, CC6 NORTH CONFERENCE ROOM
JACKSONVILLE, FL 32202**

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Solicitation

1. REQUEST FOR PROPOSALS

1.1. SCOPE, BACKGROUND AND INVITATION

1.1.1. SCOPE OF WORK

The goal of the JEA Customer Energy and Water Management Portal project centers around providing JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal that will assist them in understanding their usage patterns and provide them information to improve the efficiency of their home or business. The project is part of the JEA/Department of Energy (DOE) Smart Grid program and the tool and services described herein are deliverables identified in the JEA/DOE Smart Grid Project Execution Plan (PEP).

1.1.2. BACKGROUND

JEA is a municipally owned utility company established by the City of Jacksonville. JEA owns, operates and manages the electric, water and sewer systems for Jacksonville and several adjacent counties.

The JEA electric system currently serves more than 417,000 electric customers in Jacksonville and parts of three adjacent counties. JEA's water system serves more than 305,000 water customers and 230,000 sewer customers in Northeast Florida. Approximately 42 percent of JEA's electric revenues come from our 368,000 residential customers, 45 percent from 46,000 commercial and industrial customers and 3 percent from one wholesale customer. The commercial and industrial market segment also accounts for about one-third of the water and wastewater revenue.

1.1.3. INVITATION - REQUEST FOR PROPOSAL

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

Request for Proposals ("RFP") Title: JEA CUSTOMER ENERGY AND WATER MANAGEMENT PORTAL - SMART GRID

JEA RFP Number: 114-11

Proposal Due Time: 12:00 P.M. - **ALL LATE PROPOSALS WILL BE RETURNED UNOPENED.**

Proposal Due Date: August 23, 2011

All Proposals must reference the RFP Title and Number noted above. All Proposals must be made on the appropriate forms as specified with the Solicitation and placed in an envelope marked to identify the Proposal and delivered or mailed to: JEA Procurement, Bid Section, 21 West Church Street, JEA Tower Suite 103, Jacksonville, FL 32202. The Proposer shall be solely responsible for delivery of its Proposal. Reliance upon mail or public carriers is at the Proposer's risk. Proposals are due by the time and on the date listed above. **ALL LATE PROPOSALS WILL BE RETURNED UNOPENED.**

You may download a copy of the RFP, drawings (if applicable) along with any required forms, at www.jea.com.

1.1.4. QUESTIONS

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

For Procurement Related Questions:

Buyer: RENEE' MCQUAIG
E-mail: MCQULR@JEA.COM

For Technical Questions:

Contact: KATURA OWENS
E-mail: OWENKE@JEA.COM

1.1.5. PRE-BID MEETING IN PERSON OR BY TELECONFERENCE

There will be a Mandatory Pre-Bid Meeting. All interested Bidders must attend or call into this meeting. Bidders not attending/calling into the Pre-Bid meeting will have their bids returned unopened. Bidders must be present either in person or by call-in at the start of the meeting. Roll call will be held promptly at the start of the meeting; as such, bidders should dial in five minutes prior to the start of the call.

PRE-BID MEETING TIME: 11:00AM

PRE-BID MEETING DATE: August 12, 2011

DIAL IN: 1.888.384.9090

PASSCODE: 4285985

PRE-BID LOCATION: JEA CUSTOMER CENTER, 21 W. CHURCH STREET, 6TH FLOOR NORTH CONFERENCE ROOM, JACKSONVILLE, FL 32202

PLEASE BE AWARE, JEA RECENTLY REVISED ITS SECURITY PROCEDURES WHICH MAY TAKE UP TO FIFTEEN (15) MINUTES TO OBTAIN ACCESS TO A JEA FACILITY. PLEASE PLAN ACCORDINGLY SO AS TO ARRIVE TO THE PRE-BID MEETING ON TIME.

1.1.6. OPENING OF PROPOSALS

All Proposals received shall be publicly announced and recorded at 2:00 PM on August 23, 2011 in the 6th Floor, North Conference Room, JEA Customer Center, 21 W. Church Street, Jacksonville, FL 32202. At the opening of Proposals, a JEA representative will publicly open each Proposal that was received prior to the announced time for opening of Proposals, except those that have been properly withdrawn. JEA has the right to waive any irregularities or Informalities in the Proposals.

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION

Company shall have the following minimum qualifications to be considered eligible for submission. It is the responsibility of the Company to ensure and certify that it meets the minimum qualifications. Company not meeting all of the following criteria will not have their submissions considered for Award.

- Proposer must provide references demonstrating that the product they are proposing has been in market for at least 1 year at 2 or more utilities with customer base similar or larger to JEA's. Similar size is described as at least 417,000 electric customers.

1.2.2. EVALUATION METHODOLOGY

1.2.2.1. COMPETITIVE SEALED PROPOSALS

JEA will not Award this Contract on a price only basis, but will Award based on an evaluation of how well each Bidder meets the evaluation criteria listed herein. Price will never be weighted less than the highest non-price factor.

JEA will use the evaluation criteria listed in the section entitled "Selection Criteria" to evaluate the information contained in the Bid Documents submitted by each Bidder. Therefore, it is in the best interest of Bidders to provide informative, concise, well-organized technical and business information relative to the Work.

1.2.3. SELECTION CRITERIA

1.2.3.1. EVALUATED PROPOSAL

JEA will use the "Selection Criteria" listed below to evaluate the Company's Proposals. JEA will evaluate the Information submitted by each Company based on the Selection Criteria listed below. JEA may make its Award decision based solely upon the information submitted in the Proposals. JEA may also choose to have one or more Companies make presentations to representatives of JEA. It is always in the best interest of the Company 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.

1.2.3.2. QUOTATION OF RATES

Company shall provide a schedule of rates for the first three years of the Contract by completing the enclosed Quotation of Rates Section of the Proposal Form. These rates shall include all profit, taxes, benefits, travel and all other overhead items. All costs should be included within two categories (one-time setup and recurring costs) that follow, such that no additional costs are unaccounted for during the life of the contract.

Please note, the rates quoted by Company on the Bid Form must be firm prices, not estimates. ANY MODIFICATIONS, EXCEPTIONS OR OBJECTIONS CONTAINED WITHIN THE BID FORM SHALL SUBJECT THE BID TO DISQUALIFICATION.

1.2.3.3. FINANCIAL RESPONSIBILITY

At minimum, Company shall provide the following information:

- Form of business (i.e., proprietorship, partnership, corporation);
- Years in business;
- Changes in ownership;
- Bank reference; and
- Revenues of the Company in 2010.

1.2.3.4. PAST PERFORMANCE/COMPANY EXPERIENCE

The Proposing Company shall provide information regarding at least two (2) similar engagements in the past two years. Each engagement 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
- Brief project description (no more than 10 lines)

A similar engagement should include the following:

- Integrated Active Directory
- Site-to-site VPN
- SQL 2008 clustered servers
- A hosted web content management solution or portal technology with a similar web server and contribution server architecture
- Similar disaster and recovery requirements
- A similar public/private application architecture
- Similar bandwidth and interconnectivity response requirements.

1.2.3.5. ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE PROJECT REQUIREMENTS

Vendors will be measured, and points awarded, according to the percentage of requirements within Section C that they are able to meet. Section C of this document includes requirements that have been identified by JEA and important to their selection of a hosting provider to provide the necessary infrastructure and support of the customer prepaid services solution.

1.2.3.6. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) - RFP

Company shall indicate (Yes or No) if Company is certified as a Jacksonville Small and Emerging Business Program (JSEB) as defined by Jacksonville Ordinance 2004-602; Chapter 126, Part 6A and 6B. Company shall list sub-contractors/sub-consultants that are certified as Jacksonville Small and Emerging Businesses. 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:

Amount of work that will be subcontracted:

COJ certified JSEB = 5 pts,

Non-JSEB with JSEB partner:

≥10% of work = 4 pts

≥7 and < 10% of work = 3 pts

≥4 and < 7% of work = 2 pts

≥1 and < 4% of work = 1 pt

1.2.3.7. ABILITY TO MEET THE FUNCTIONALITY REQUIREMENTS

Based on the ranking, based on the criteria above, JEA will invite up to the top 3 vendors to demo of their product. JEA customers & internal stakeholders participate in the demo and score the vendors.

Voice of the Customer - JEA will randomly select a number of external customers in the portal feedback. The customer will watch the vendor demo and explore the product on their own. The customers will then score the product based on usability, ease of access, aesthetics and other set criteria.

JEA Internal stakeholders - The stakeholders will score the product based on several criteria such as alignment to business goals, product roadmap, customer support, usability, accessibility and control, monitoring and reporting, business continuity, infrastructure and platform configuration management, architecture, security, etc.

1.2.3.8. TIE

In addition to the above, JEA has a database evidencing the amount of work previously given to each Company. Said criteria will be considered in the event of a tie. In order for new companies to be given opportunity to work with JEA, extra points shall be given to those companies who have not done business with JEA in the past.

1.2.4. NUMBER OF CONTRACTS TO BE AWARDED

JEA intends to Award ONE Contract(s) for this Work. JEA reserves the right to Award more than one Contract, based on certain groupings of items, which JEA may revise or reorganize, or JEA may exclude line items if in its best interest.

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

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

For the performance of the Work herein, the Company is not required, but is encouraged, to utilize the services of JSEB qualified firms, as addressed by the City of Jacksonville's JSEB program. If the Company uses a JSEB qualified firm for the performance of any part of this Work, the Company shall submit to JEA, with its Invoice, a listing of JSEB qualified firms that have participated in the Work. Such listing shall be made using the form "Monthly Report for COJ/JEA JSEB Participation" available at www.jea.com. All questions and correspondence concerning the JSEB program should be addressed to: JSEB Coordinator, JEA, 21 W. Church Street CC-6, Jacksonville, FL 32202.

1.2.6. REQUIRED FORMS TO SUBMIT WITH PROPOSAL

To submit a Proposal in response to this RFP, all of the following forms must be completed and submitted as part of the Proposal. The Company must obtain the required forms, other than the Proposal Form (if required) and/or the Minimum Qualification Form which is attached, by downloading them from www.jea.com. If the Company fails to complete or fails to submit one or more of the required forms, the Proposal may be rejected.

JEA request that the Company submit a CD copy of the proposal.

The following forms are required to be submitted with Company's Proposal:

List of JSEB Certified Firms (if applicable)
List of Subcontractors/Shop Fabricators (if applicable)

Minimum Qualifications Form
Proposal Form

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

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

Conflict of Interest Certificate Form
Insurance Certificate
W-9

Evidence of registration with the State of Florida Department of Corporations (www.sunbiz.org)
Any technical submittals as required by the Technical Specifications

1.3. GENERAL INSTRUCTIONS

1.3.1. ADDENDA

JEA may issue Addenda prior to the opening date to change or clarify the intent of the Solicitation. The Company shall be responsible for ensuring it has received all Addenda prior to submitting its Bid or Proposal and shall acknowledge receipt of all Addenda by completing the Confirmation of Receipt of Addenda. JEA will post all Addenda when issued online at www.jea.com. Companies 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 Company to ensure it has received and incorporated all Addenda into its Bid or Proposal. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Bid or Proposal at JEA's sole discretion.

1.3.2. CONFLICT OF INTEREST

Pursuant to Florida Statute Sec. 287.057, 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 Company, and Company 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 Company may have over another.

1.3.3. SUBCONTRACTORS

The Company shall list the names of all Subcontractors and subsuppliers/shop fabricators that it plans to use on the List of Subcontractors Form. Failure to submit this form with the Bid or Proposal shall result in bid rejection. The Company shall not use Subcontractors and subsuppliers/shop fabricators other than those shown in the Solicitation unless it shows good cause and obtains the JEA Representative's prior written consent. In cases where the Subcontractor or subsupplier/shop fabricator is a JSEB firm, the City of Jacksonville Ombudsman will review the substitution request, and make a written recommendation prior to the JEA Representative's written consent.

If the Company plans to use a Subcontractor or subsupplier/shop fabricator to perform over 50% of the Work, the Company shall obtain JEA's approval at least five (5) days prior to the due date. Failure to obtain JEA approval will disqualify the Company.

1.3.4. CONTRACT EXECUTION AND START OF WORK

JEA will present the successful Company with the Contract agreement form. Unless expressly waived by JEA, the successful Company shall execute a Contract for the Work within 10 days after receiving the Contract from JEA. If the Bidder fails to execute the Contract agreement form 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 Company, retain the bid security or bond (if applicable), and Award to the next-ranked Company.

Upon receipt of the executed Contract, JEA will issue a PO, in writing and signed by an authorized JEA representative as acceptance of the Proposal or Bid 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 Bidder 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 Notice to Proceed to authorize the Company to begin Field Work, when applicable, or to perform the remainder of the Work, or any portion thereof. The Company 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 Company's risk and JEA shall have no obligation to pay for such Work.

1.3.5. DEFINED TERMS

Words and terms defined in the "Definitions" Section of this document are hereby incorporated by reference into the entire document.

1.3.6. EX PARTE COMMUNICATION

Ex Parte Communication is defined as any inappropriate communication concerning a Solicitation between a firm submitting a bid or 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 Bidder becomes privy to information not available to the other Bidders. Social contact between Bidders and JEA Representatives should be kept to an absolute minimum during the bidding process.

Ex Parte Communication is strictly prohibited. Failure to adhere to this policy will disqualify the noncompliant Company's Bid or 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 Bidders.

For more information on Ex Parte communications, see JEA Procurement Code, Section 2-103, which is available at www.jea.com.

1.3.7. JEA PUBLICATIONS

Applicable JEA publications are available at www.jea.com.

1.3.8. 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, to solicit or secure a contract with JEA, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the Award or making of the Contract. For the breach or violation of these provisions, 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.

1.3.9. 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.

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

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

1.3.10. ESTIMATED QUANTITIES

On the Bid Document, JEA sets forth anticipated quantities, or estimates of anticipated purchase volumes by JEA. JEA anticipates that these quantities are reasonable and will not be exceeded. During the Bid process, if the Bidder finds any discrepancy greater than 10% of the estimated quantity, the Bidder shall notify the JEA Representative in writing of the discrepancy. JEA will check the estimated quantity and if it is found to exceed 10% of the estimated quantity, JEA will issue an Addendum to Bidders.

After Award of the Contract, JEA will make payments upon the actual quantities of Work provided and JEA shall not be obligated, in any way, to pay any amounts for quantities other than those actually provided and authorized under this Contract, regardless of amount stated in the Solicitation. In the event that quantities or scope of work change after Award, the changes to price and/or scope shall be made in accordance with the terms and conditions stated in the Contract Documents in "Change in the Work".

Any item not shown on the Bid Document, but shown in the drawings or Technical Specifications section, that is required to perform the Work, or that is required as part of a complete and operable system, shall be included in the Bid Price.

1.3.11. ETHICS (RFP)

By signing the Company's Proposal, the Company 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 Company shall comply with all JEA and City of Jacksonville ordinances, policies and procedures regarding business ethics.

The Company shall submit only one Proposal in response to this RFP. If JEA has reasonable cause to believe the Company has submitted more than one Proposal for the same Work, other than as a Subcontractor or subsupplier, JEA may 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. 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 will 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 \$10,000 for a period of 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.

1.3.12. MODIFICATION OR WITHDRAWAL OF PROPOSALS

The Company 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 Company shall not modify or withdraw its Proposal from time submitted and for a period of 90 days following the opening of Proposals.

1.3.13. AVAILABILITY OF PROPOSALS AFTER OPENING

In accordance with the Florida Public Records Law, Florida Statute Section 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 to arrange a mutually convenient time for such review at the JEA offices. JEA will post a summary of proposal opening results on JEA.com.

1.3.14. PROTEST OF RFP AND AWARD PROCESS

Companies shall file any protests regarding this RFP in writing, in accordance with the JEA Purchasing Code, as amended from time to time. Copies of the JEA Purchasing Code are available online at JEA.com.

1.3.15. SHIPPING, FREIGHT, AND TRAVEL--F.O.B. DESTINATION

The Bidder shall include the price for shipment of materials and equipment in its pricing shown on the Bid Document unless otherwise stated on the Bid Document. All travel related expenses will be billed in accordance with JEA's contractor travel policy.

1.3.16. SUBMITTING THE PROPOSAL

The Company shall submit one original Proposal, three duplicates (hardcopies) and one CD. Combed binders are preferred. If there is a discrepancy between the electronic copy and the hard copy, the hard copy will prevail. JEA will not accept Proposals transmitted via email. **IF COMPANY IS INTERESTED IN SUBMITTING AN RFP, PLEASE EMAIL MCQULR@JEA.COM TO RECEIVE THIS PROPOSAL FORM IN A WORD FORMAT. REQUESTS MUST BE MADE NO LATER THAN 5 BUSINESS DAYS BEFORE PROPOSAL OPENING.**

1.3.17. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY

By signing and submitting a proposal, the Company 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 these Contract Documents prior to submitting its Proposal. Where the Company 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 Company 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 its submitted Proposal, including the Contract Price 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 appear 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 not limited to contractor's license and occupational licenses necessary to perform the Work. The Company also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Company shall immediately notify JEA of status change.

F. That it has read, understands and will comply with the Section entitled Ethics of these instructions to proposers.

1.3.18. COMPLETING THE PROPOSAL

Companies shall submit their Proposals and any enclosed documents attached to this RFP with responses typewritten or written in ink. Companies should refer to the Special Instructions of this RFP to review specific items which may be required with the submittal of the Bid. The Company, 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.

2. CONTRACT TERMS AND CONDITIONS

2.1. CONTRACT DOCUMENT AND TERMS AND CONDITIONS

Provided below are the Contract terms and conditions that will be incorporated by reference in the Contract Document executed by the Company and JEA. The Contract Document will incorporate by reference the terms contained in the Solicitation portion of this document provided in Section 1, the Contract Terms provided in Section 2; and the Technical Specifications provided in Section 3. An example of the Contract that the Company will be required to execute is available for review at www.jea.com.

2.2. DEFINITIONS

2.2.1. DEFINITIONS

Words and terms defined in this section shall have the same meaning throughout all parts of the Contract Documents. Where intended to convey the meaning consistent with that set forth in its definition, a defined word or term is marked by initial capitalization. The "Technical Specifications" part may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in the Contract Documents, definitions set forth in the "Technical Specifications" shall apply only within the "Technical Specifications."

2.2.2. ACCEPTANCE

JEA's written notice by the Contract Administrator to the Company that all Work as specified in the Contract has been completed to JEA's satisfaction. Approval or recognition of the Company meeting a Milestone or interim step does not constitute Acceptance of that portion of Work. Acceptance is only applicable to the entirety of Work as specified in the Contract. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

2.2.3. ADDENDUM/ADDENDA

A change or changes to the Solicitation or RFP issued in writing by the JEA Procurement Department and incorporated into the Solicitation or RFP and Contract Documents.

2.2.4. ANNIVERSARY DATE

The twelve (12) month period beginning on the date of the Contract Award, and each subsequent 12 month period that the Contract is in effect.

2.2.5. AWARD

The written approval of the JEA Awards Committee that the procurement process for the purchase of the Work was in accordance with the JEA Procurement Code and Florida Statutes. Once an Award is approved, JEA will either issue a Purchase Order or execute a Contract with the successful bidder or proposer.

2.2.6. BID OR PROPOSAL

The document describing the Bidder's offer submitted in response to this Solicitation. Bid and Proposal shall be considered synonymous for the purpose of this Contract.

2.2.7. BID SECTION

The office located at 21 West Church Street, Jacksonville, FL, on the first floor of the JEA Tower building, and where Bids or Proposals are administered and received.

2.2.8. BIDDER OR PROPOSER

The respondent to this Solicitation. Bidder and Proposer shall be considered synonymous for the purpose of this Solicitation.

2.2.9. CHANGE ORDER

A written order issued by the JEA Procurement Department after execution of the Contract to the Company signed by the Contract Administrator or his designated representative and authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Time. Change Orders do not authorize expenditures greater than the monies encumbered by JEA, which is shown on the associated Purchase Order(s). An executed Change Order resolves all issues related to price and time for the work included in the Change Order.

2.2.10. COMPANY

The legal person, firm, corporation or any other entity or business relationship with whom JEA has executed the Contract. Where the word "Company" is used it shall also include permitted assigns. Contractor and Company shall be considered synonymous for the purpose of the Contract.

2.2.11. COMPANY REPRESENTATIVE

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

2.2.12. COMPANY SUPERVISOR

The individual, employed or contracted by the Company, to manage the Work on a day-to-day basis and ensure the Work is performed according to the Contract. The Company Supervisor may be authorized by the Company Representative to act on Contract matters. Such authorization shall be in writing and delivered to the Contract Administrator and shall clearly state the limitations of any such authorization. In the event that the Company Supervisor and the Company Representative is the same person, the Company shall notify the Contract Administrator of such situation.

2.2.13. CONTRACT

The agreement between the Company and JEA as evidenced by this Contract including Exhibits.

2.2.14. CONTRACT ADMINISTRATOR

The individual assigned by JEA to have authority over the Contract, including the authority to negotiate all elements of the Contract with the Company, authorize Change Orders within the maximum amount awarded, terminate the Contract, seek remedies for nonperformance including termination, and otherwise act on behalf of JEA in all matters regarding the Contract. The Contract Administrator may authorize JEA Representative in writing to make minor changes to the Work with the intent of preventing Work disruption.

2.2.15. CONTRACT DOCUMENTS

Contract Documents means the Contract and any written Change Orders, amendments or Purchase Orders executed by JEA, and insurance and/or bonds as required by the Contract.

2.2.16. CONTRACT PRICE

The total amount payable to the Company under the Contract, as set forth in the Contract Documents.

2.2.17. CONTRACT TIME

The number of calendar days or the period of time from when the written Purchase Order is issued to the Company, to the date Company has agreed to complete the Work, as set forth in the Contract Documents.

2.2.18. CONTRACTOR

The legal person, firm, corporation or any other entity or business relationship with whom JEA has executed the Contract. Where the word "Contractor" is used it shall also include permitted assigns. Contractor and Company shall be considered synonymous for the purpose of the Contract.

2.2.19. DEFECT

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

2.2.20. FINAL COMPLETION

The point in time after JEA makes the determination that the Work is completed and there is Acceptance by JEA, and the Company has fulfilled all requirements of the Contract Documents.

2.2.21. HOLIDAYS

The following days: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

2.2.22. INVOICE

A document seeking payment to Company from JEA for all or a portion of the Work, in accordance with the Contract Documents, and including at a minimum the following items: the Company name and address, a description of the product(s) or service(s) rendered, a valid JEA PO number, the amount payable, the payee name and address, any associated JSEB forms and any other supporting documentation required by the Contract Documents.

2.2.23. JEA

JEA on its own behalf, and when the Work involves St. Johns River Power Park (SJRPP), as agent for Florida Power and Light Company (FPL). JEA and FPL are co-owners of SJRPP.

2.2.24. JEA REPRESENTATIVES

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

2.2.25. PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER

The Company averages more than 2.80 and less than 4.0 across all performance scorecard evaluation metrics, and does not receive a score of less than 2.0 on any metric.

2.2.26. PERFORMANCE - TOP PERFORMANCE/PERFORMER

The Company averages 4.0 or more across all scorecard evaluation metrics and does not receive a score of less than 4.0 on any one metric. Continuous performance for six months or more at Top Performance, or intermittent performance on at least three Contracts performed over at least a six-month period at Top Performer levels, qualifies the Company for designation as a JEA Blue Ribbon Vendor. JEA Blue Ribbon Vendors receive special promotional recognition from JEA.

2.2.27. PERFORMANCE - UNACCEPTABLE PERFORMANCE/PERFORMER

The Company averages less than 2.80 across all scorecard evaluation metrics, or scores a 1.0 on any one metric regardless of average, or receives a score of 2.0 on the same metric on two sequential performance evaluations.

2.2.28. PROPOSAL

The document describing the Company's qualifications to verify it complies with the requirements of the RFP.

2.2.29. PROPOSER

The respondent to this RFP.

2.2.30. PURCHASE ORDER (PO)

A Work authorization document issued by the JEA Procurement Department with the words "Purchase Order" clearly marked across the top, a PO number used for reference shown on the front, a description of the Work or a listing of the applicable Contract Documents, an authorized JEA signature and stating the amount of lawfully authorized funds. Purchase Orders are the only documents that authorize changes to the total amount authorized on the Contract.

2.2.31. QUALITY ASSURANCE

Actions that JEA takes to assess the Company's performance under the Contract.

2.2.32. QUALITY CONTROL

Actions that the Company takes to ensure it successfully completes the Work in full accordance with the Contract Documents.

2.2.33. REQUEST FOR PROPOSALS

The document (which may be electronic) issued by the JEA Procurement Department to solicit Proposals from Companies that includes, but is not limited to, the Minimum Qualifications Form, samples of contract documents and Addenda.

2.2.34. SOLICITATION

The document (which may be electronic) issued by the JEA Procurement Department to solicit Bids or Proposals from Bidders that includes, but is not limited to, the Bid Document, samples of documents and Addenda.

2.2.35. SUBCONTRACTOR

A provider of services performing Work under contract for the Company.

2.2.36. TASK ORDER

A document that describes the Work or describes a series of tasks that the Company will perform in accordance with the Contract Documents. A Task Order may be issued as an attachment to a Purchase Order, but the Task Order is neither a Purchase Order, nor a Notice to Proceed.

2.2.37. TERM

The period of time during which the Contract is in force, from the date of Purchase Order issuance to Final Completion, or termination. In some cases, and as expressly stated, some of the Contract requirements may extend beyond the Term of the Contract.

2.2.38. UNIT PRICES

The Bidder's charges, rounded to the nearest cent, to JEA for the performance of each respective unit of Work as defined on the Bid Documents for all items required for successfully performing the Work through Acceptance.

2.2.39. WORK OR SCOPE OF SERVICES

Work includes as defined in the Contract Documents all actions, products, documentation, electronic programs, reports, testing, transport, administration, management, services, materials, tools, equipment, and responsibilities to be furnished or performed by the Company under the Contract, together with all other additional necessities that are not specifically recited in the Contract, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of the Contract.

2.3. CONTRACT DOCUMENTS

2.3.1. ORDER OF PRECEDENCE

The Contract shall consist of JEA's Contract and/or Purchase Order together with the specifications and conditions including, but not limited to, the executed Bid Document, which shall be collectively referred to as the Contract Documents. This Contract is the complete agreement between the parties. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Contractor shall inform JEA in writing of any conflict, error or discrepancy in the Contract Documents upon discovery. Should the Company proceed with the Work prior to written resolution of the error or conflict by JEA, all Work performed is at the sole risk of the Company. JEA will generally consider this precedence of the Contract Documents in resolving any conflict, error, or discrepancy:

- Executed Change Orders / Amendments
- Executed Contract Document
- General Conditions of Contract
- Purchase Order
- Drawings
- Exhibits and Attachments
- Technical Specifications

- Bid Documents, including all addenda
- References

The figure dimensions on drawings shall govern over scale dimensions. Contract and detailed drawings shall govern over general drawings. The Company shall perform any Work that may reasonably be inferred from the Contract as being required whether or not it is specifically called for. Work, materials or equipment described in words that, so applied, have a well-known technical or trade meaning shall be taken as referring to such recognized standards.

2.4. PRICE AND PAYMENTS

2.4.1. PAYMENTS

2.4.1.1. PAYMENT METHOD - PROGRESS PAYMENTS

Upon the Company's completion of and JEA's verification of the completion of each predetermined Milestone, the Company shall submit to JEA an Invoice for the amount/percentage corresponding to that Milestone as indicated on the Bid or Proposal Document.

2.4.2. JSEB - INVOICING AND PAYMENT

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

2.4.3. COST SAVINGS PLAN

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

2.4.4. INVOICING AND PAYMENT TERMS

The Company shall submit all Invoices or Applications for Payment in accordance with the payment method agreed upon in these Contract Documents. JEA will pay the Company the amount requested within 30 calendar days after receipt of an Invoice from the Company subject to the provisions stated below.

JEA may reject any Invoice or Application for Payment within 20 calendar days after receipt. JEA will return the Invoice or Application for Payment to the Company stating the reasons for rejection. Upon receipt of an acceptable revised Invoice or Application for Payment, JEA will pay the Company the revised amount within 10 days.

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

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

2.4.5. OFFSETS

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

2.4.6. TAXES

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

2.4.7. TRUTH IN NEGOTIATION CERTIFICATE

Company understands and agrees that execution of the Contract by Company shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from the Contract, such certificate being required by Section 287.055, Florida Statutes. Pursuant to such certificate, Company hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further, Company agrees that the compensation hereunder shall be adjusted to exclude any significant sums where JEA determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one year following the completion date of the Contract.

2.5. SCHEDULES, REPORTING REQUIREMENTS AND LIQUIDATED DAMAGES

2.5.1. WORK SCHEDULES

The Approved Schedule is referenced in the Technical Specifications attached to this Solicitation. If no schedule is provided, then the established schedule is based on working five days per week, single shift, eight hours per day or four days per week, single shift, 10 hours per day. JEA may require the Company to base its schedule on an accelerated Work schedule or multiple shifts. The Company shall not schedule work on Holidays without obtaining prior written approval from JEA.

The Company shall, at no additional cost to JEA, increase or supplement its working force and equipment and perform the Work on an Overtime or multiple shift basis when directed by JEA and upon notification that the Company is behind schedule. The Company shall submit a revised schedule in writing demonstrating the Company's schedule recovery plans.

The Company understands and agrees that the rate of progress set forth in the Approved Schedule already allows for ordinary delays incident to the Work. No extension of the Contract Time will be made for ordinary delays, inclement weather, or accidents, and the occurrence of such events will not relieve the Company from requirement of meeting the Approved Schedule.

2.6. WARRANTIES AND REPRESENTATIONS

2.6.1. WARRANTY (PROFESSIONAL SERVICES)

The Company represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the Work, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Company is a party or by which it is otherwise bound.

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

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

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

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

The Company warrants all Work for a period of one year following Acceptance of the Work. If any failure to meet the foregoing warranty appears within one year after Work is Accepted, the Company shall again perform the Work directly affected by such failure at the Company's sole expense.

The obligations and representations contained in this paragraph are the Company's sole warranty and guarantee obligations and JEA's exclusive remedy in respect of quality of the Work. EXCEPT AS PROVIDED IN THIS ARTICLE, COMPANY MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO COMPANY'S SERVICES AND COMPANY DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This clause governs, modifies, and supersedes any other terms in this Contract which may be construed to address warranties or guarantees or the quality of the Work.

2.7. INSURANCE, INDEMNITY AND RISK OF LOSS

2.7.1. INSURANCE

INSURANCE REQUIREMENTS

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

Workers' Compensation

Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits:

Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability).

Commercial General Liability

Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Explosion, Collapse and Underground, Hazards (XCU Coverage) as appropriate; Insurance Limits: \$1,000,000 each occurrence, \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

Automobile Liability

All autos-owned, hired, or non-owned; Insurance Limits: \$1,000,000 each occurrence, combined single limit.

Excess or Umbrella Liability

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

Professional Liability

Omissions; Insurance Limits: \$1,000,000 each claim, \$2,000,000 annual aggregate.

Company's Commercial General Liability, Excess or Umbrella Liability, and Professional Liability policies shall be effective for two years after Work is complete. The above Indemnification provision is separate and is not limited by the type of insurance or insurance amounts stated above.

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

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

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

Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Company shall submit subcontractors' Certificates of Insurance to JEA prior to allowing subcontractors to perform Work on JEA's job sites.

2.7.2. INDEMNIFICATION

2.7.2.1. INDEMNIFICATION (JEA STANDARD)

For ten dollars (\$10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the Company shall hold harmless and indemnify JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of a Contract entered into pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract. It is the intent of the parties that this indemnification shall be in accord with Section 725.06(2), Florida Statutes.

2.7.3. RISKS AND PROPERTY

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

2.8. ACCEPTANCE

2.8.1. ACCEPTANCE OF WORK - RECEIPT, INSPECTION, USAGE AND TESTING

The Contract Administrator will make the determination when Work is completed and there is Acceptance by JEA. Acceptance will be made by JEA only in writing, and after adequate time to ensure Work is performed in accordance with Contract Documents. JEA will reject any items delivered by Company that

are not in accordance with the Contract, and shall not be deemed to have accepted any items until JEA has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the items has become apparent. JEA may partially accept the Work items. If JEA elects to accept nonconforming items, it may in addition to other remedies, be entitled to deduct a reasonable amount from the price as compensation for the nonconformity. Any Acceptance by JEA, even if nonconditional, shall not be deemed a waiver, or settlement or acceptance of any Defect.

Items specifically required prior to Acceptance are: TBD.

2.8.2. ACCEPTANCE PROCEDURE

The following Acceptance procedure will be used for all Milestones. The Milestones are defined described in the Contract Terms and Conditions.

Once Company presents a Milestone as completed to JEA, JEA shall either (i) Accept the Milestone; or (ii) provide written notice to Company stating with particularity how the Milestone does not conform to the Contract Documents (the "First Review Notice") within twenty (20) business days.

Upon receipt of the First Review Notice, Company shall use commercially reasonable efforts to, promptly and without delay, correct the non-conformances specified in the First Review Notice. Company will then redeliver the Milestone to JEA within twenty (20) working days. Upon such redelivery, JEA shall either (i) Accept the Milestone; or (ii) provide a second written notice (the "Second Review Notice") stating with particularity how the Milestone continues to fail to conform to the Contract Documents.

Upon receipt of the Second Review Notice, Company shall use commercially reasonable efforts to, promptly and without delay, correct the non-conformances specified in the Second Review Notice. Company shall then redeliver such Milestone to JEA within twenty (20) working days. Upon such redelivery, JEA shall either (i) Accept the Milestone, or (ii) provide a final written notice (the "Rejection Notice") rejecting the Milestone and stating with particularity how the Milestone does not conform to the Contract Documents. If JEA provides a Rejection Notice to Company, such notice shall constitute a material breach of the Agreement by Company, permitting JEA to terminate the Agreement immediately by written notice.

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

2.9. TERM AND TERMINATION

2.9.1. TERM

2.9.1.1. TERM OF CONTRACT-DEFINED DATES

This Agreement shall commence on the Effective Date, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for three (3) years, (the "Initial Term"), with one (1) renewal option of one (1) year (the "Renewal Term," together with the Initial Term, the "Term").

It is at JEA's sole option to renew the Agreement. Please note, JEA typically does not renew. This Contract, after the initial year shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the Contract.

2.9.2. TERMINATION FOR CONVENIENCE

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

In the event of termination for convenience, JEA will pay the Company for all disbursements and expenses that the Company has incurred, or those for which it becomes obligated prior to receiving JEA's notice of termination. JEA will also pay the Company costs incurred less the reasonable resale value, of materials or equipment that the Company has already ordered, obtained or fabricated in connection with the Contract.

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

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

2.9.3. TERMINATION FOR DEFAULT (IT)

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

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

Unless terminated under Acceptance Procedure, if within thirty (30) days after service of such notice upon the Company, an arrangement satisfactory to JEA has not been made by the Company for continuance of the Work, then JEA may declare Company to be in default of the Contract.

Once Company is declared to be in default, JEA will charge the expense of completing the Work to the Company and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Company. If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Company shall pay the amount of such excess to JEA upon notice of the expenses from JEA. JEA shall not be required to obtain the lowest price for completing the Work under

the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. JEA will, however, make reasonable efforts to mitigate the excess costs of completing the Work.

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

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

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

2.10. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

2.10.1. CONFIDENTIALITY AND PUBLIC RECORD LAWS

Any information disclosed by one party ("Disclosing Party") to the other party ("Recipient") in connection with this Contract that is marked confidential or that due to its character and nature, a reasonable person under like circumstances would treat as confidential (the "Confidential Information") will be protected and held in confidence by the Recipient. Confidential Information will be used only for the purposes of this Contract and related internal administrative purposes. Disclosure of the Confidential Information will be restricted to the Recipient's employees, contractors, or alliance companies on a "need to know" basis in connection with the Work, who are bound by confidentiality obligations no less stringent than these prior to any disclosure. Each party may disclose Confidential Information relating to the Work to providers of goods and services for the engagement to the extent such disclosure is necessary and reasonably anticipated. Confidential Information does not include information which: (i) is already known to Recipient at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the Recipient; (iii) is independently developed by Recipient without benefit of Disclosing Party's Confidential Information; or (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. A Recipient may disclose Confidential Information to the extent required by law, but that disclosure does not relieve Recipient of its confidentiality obligations with respect to any other party. Except as to the confidentiality of trade secrets, these confidentiality restrictions and obligations will terminate five (5) years after the expiration or termination of the Contract under which the Confidential Information was disclosed, unless the law requires a longer period.

The parties acknowledge that JEA is a body politic and corporate that is subject to Chapter 119, Florida Statutes, and related statutes known as the "Public Records Laws". If a request is made to view such Confidential Information, JEA will notify Company of such request and the date that such records will be released to the requester unless Company obtains a court order enjoining such disclosure. If the Company fails to obtain that court order enjoining disclosure, JEA will release the requested information on the date specified. Such release shall be deemed to be made with the Company's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright or other intellectual property. In the event the Company breaches this Contract, then the Company hereby grants JEA a limited license to use the Confidential Information in any reasonable way in order to mitigate JEA's damages.

2.10.2. INTELLECTUAL PROPERTY

The Company grants to JEA an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject

matter of the grant of the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party service provider) the Company's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

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

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

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

If, in any action or proceeding, the Work, or any part thereof, is held to constitute an infringement, the Company will forthwith either secure for JEA the right to continue using the Work or will, at the Company's expense, replace the infringing items with noninfringing Work or make modifications as necessary so that the Work no longer infringes.

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

2.10.3. PROPRIETARY INFORMATION

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

2.10.4. PUBLICITY AND ADVERTISING

The Company shall not take any photographs, make any announcements or release any information concerning the Contract or the Work to any member of the public, press or official body unless prior written consent is obtained from JEA. JEA is governed by the Florida Public Records Laws so all Contract Documents are available for public inspection. In addition, JEA is governed by Florida Sunshine Laws and as such, certain meetings are required to be open to the public.

2.10.5. INTELLECTUAL PROPERTY (IT)

JEA shall own all right, title and interest to all Milestones and Work arising out of or relating to the Services rendered by the Company under this Agreement. To the extent required in the Contract Documents or otherwise, JEA shall be responsible for obtaining any third party licenses under separate agreements from the appropriate third party vendors.

Company and JEA agree that the products and results of the Services and the Work shall be considered as works "made for hire" under the United States Copyright laws. Company hereby assigns to JEA in perpetuity all right, title and interest that Company may have in the products and results of the Services and the Work and will cause each Subcontractor that Company engages to provide the Services to assign to JEA in perpetuity all right, title and interest that any such Subcontractor may have in the products and results of the Services. JEA shall have the absolute and exclusive right to own and use all of the products and results of Services and the Work together with any and all copyrights, patents, trademark and service marks associated with said Services. The parties agree that the development of joint intellectual property is not contemplated in this Agreement. The use of the products and results of the Services or the Work in any manner by JEA shall not support any claim by the Company for additional compensation.

Company hereby grants to JEA (and its affiliates) a perpetual, irrevocable, non-terminable, non-exclusive, royalty-free, world-wide (i) license to use, reproduce, display, perform, operate, distribute and copy any Company-owned materials used in the performance of the Services, modify the Company-owned materials and Company Confidential Information and prepare derivative works based on the Company-owned materials or Company Confidential Information or any part thereof, and (ii) right to sublicense the Company-owned materials and Company Confidential Information, as set forth in (i) and (ii), to third parties providing services to JEA (and its affiliates) solely for the internal business purposes of JEA (and its affiliates).

Company shall execute, deliver and cause each of its subcontractors performing the Services to execute and deliver, to JEA such additional documentation as may be reasonably requested by JEA from time to time to effectuate the purposes and intent of this Agreement, including such documents as may be requested to obtain, perfect, secure, confirm and/or enforce for the benefit of JEA (and its affiliates), its successors and assigns and other legal representatives, copyright registration and protection, patent protection and/or other intellectual property rights protection in and to the Work.

2.10.6. OWNERSHIP OF DOCUMENTS AND EQUIPMENT

The Company agrees that upon completion of the Services, all drawings, designs, specifications, renderings, notebooks, tracings, photographs, reference books, equipment, expendable equipment and materials, negatives, reports, findings, recommendations, data and memoranda of every description (hereinafter referred to as "Works"), arising out of or relating to the Services rendered by the Company under this Agreement, are to become the property of JEA. Company and JEA agree that said Works shall be considered as works made for hire under the United States Copyright laws. JEA shall have the absolute and exclusive right to own and use all said Works together with any and all copyrights, patents, trademark and service marks associated with said Works. The use of these Works in any manner by JEA shall not support any claim by the Company for additional compensation.

2.10.7. PATENTS AND COPYRIGHTS

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

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

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

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

2.10.8. PUBLICITY

Neither party has the right to use any name, trade name, trademark, or other designation including any abbreviation, contraction, or simulation of the other party without the prior written consent of such party.

2.10.9. WORK MADE FOR HIRE

With the exception of Company's pre-existing intellectual capital and third-party intellectual capital as described in Intellectual Property, as stated herein, JEA shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to any project generated by the Work including, but not limited to, software, source code, reports, deliverable, or work product developed by the Company specifically for JEA in connection with the Work, and derivative works relating to the foregoing. Such Work shall include, but shall not be limited to, those reports and deliverables specified in the Contract Documents. The Company understands and agrees that the "work made for hire", or any portion of the Work, shall be a "work made for hire" for JEA pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but, previously developed by the Company specifically for other customers of the Company or for the purpose of providing substantially similar services to other Company customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of JEA deliverables are not deemed works made for hire by operation of law, the Company hereby irrevocably assigns, transfers, and conveys to JEA, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, the Company acknowledges that JEA shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. The Company agrees to execute any documents or take any other actions as may reasonably be necessary, or as JEA may reasonably request, to perfect or evidence JEA's ownership of the Work.

2.11. LABOR

2.11.1. NONDISCRIMINATION

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

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

- The provisions of Presidential Order 11246, as amended, and the portions of Executive Orders 11701 and 11758 as applicable to Equal Employment Opportunity;

- The provisions of section 503 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA); and
- The provisions of the Employment and Training of Veterans Act, 38 U.S.C. 4212 (formerly 2012).

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

2.11.2. LEGAL WORKFORCE

Owner shall consider the employment, by Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

2.11.3. PERSONNEL AND CHANGES IN COMPANY'S PROFESSIONAL PERSONNEL

Unless otherwise agreed in writing by the parties, all Services shall be rendered by employees: (a.) who are full time employees of Company or approved subcontractors; (b.) qualified to perform the Services, and (c.) fluent in the English language. Subsequent to the execution of this Contract, Company shall notify the JEA Contract Administrator in writing prior to making changes in professional personnel assigned, or to be assigned, as provided in Company's proposal to manage or perform Services under this Contract. The JEA Contract Administrator shall have the right to reject any personnel assigned by Company to perform work under this Contract. If the right of rejection is exercised by the JEA Contract Administrator, Company shall submit for approval of the JEA Contract Administrator, the name or names of substitute personnel to fill the positions resulting from said rejection. The JEA Contract Administrator shall have the right to require the removal of Company's previously assigned personnel and Company shall promptly replace the same, subject to the JEA Contract Administrator's approval at no cost to JEA.

2.11.4. COMPANY'S LABOR RELATIONS

The Company shall negotiate and resolve any disputes between the Company and its employees, or anyone representing its employees. The Company shall immediately notify JEA of any actual or potential labor dispute that may affect the Work and shall inform JEA of all actions it is taking to resolve the dispute.

2.12. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

2.12.1. COMPANY REPRESENTATIVES

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

2.12.2. COMPANY REVIEW OF PROJECT REQUIREMENTS

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

2.12.3. CONDITIONS OF PROVISIONING

The Company understands and agrees that it shall be solely responsible for providing everything necessary to perform the Work and to be in full compliance with the Contract Documents, except for those items specifically listed herein as being provided by JEA.

Any use of JEA furnished items on non-JEA work is a breach of the Contract and a violation of the law. All JEA furnished items are the property of JEA when issued, stored by Company, and used in performance of the Work. The Company agrees that it shall use all JEA furnished items in a manner consistent with industry practice, codes, laws, considering the condition of the JEA furnished item, the skills of the individuals using the JEA furnished item, and all environmental conditions. The Company understands and agrees that where JEA and the Company shall share JEA furnished items, JEA usage shall always have priority over Company usage, and the Contract Administrator shall have sole authority to resolve any usage dispute and such resolution shall not result in any claim by Company.

The Company agrees to return to JEA, and to the location as established by a JEA Representative, any unused or salvageable items prior to final payment. The Company agrees that JEA has the right to audit and investigate the Company at any time how the Company is using JEA furnished items. JEA will bill the Company for unaccountable JEA furnished material at the current JEA cost.

2.12.4. LICENSES

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

2.12.5. PERFORMANCE OF THE WORK

The Company represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the acts required of it hereunder, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Company is a party or by which it is otherwise bound. The Company warrants that all items provided under the Contract shall be free from Defect and services shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry. The Company warrants that the Work will meet the functional and performance requirements defined in the Contract.

2.12.6. INFRINGEMENT

Company shall hold harmless and indemnify JEA from and against losses, including any claims, arising out of or in connection with the infringement of patents, copyrighted or uncopyrighted works, secret processes, trade secrets, articles or appliances, or allegations thereof, arising out of or related to the Services, any deliverables under this Agreement or any part thereof, combinations thereof, processes therein or the use of any tools or implements used by Company.

Remedy. If in any such suit or proceeding described in Section 3.4 a court adjudicates that the Services and/or Milestones (or any part thereof) constitute an infringement or in the event JEA is enjoined from using the Services and/or Milestones (or any part thereof), Company shall, at its own cost and expense:

replace the infringing Services and/or Milestones with non-infringing Services and/or Milestones satisfactory to JEA which are functionally equivalent to the infringing items, modify the infringing Services and/or Milestones in a way satisfactory to JEA, so that such are non-infringing but functionally equivalent to the infringing Services and/or Milestones, or if the remedies contained in this Section of this Agreement are not commercially feasible, give JEA six (6) months written notice that JEA must stop using the infringing Services and/or Milestones, and promptly pay JEA the amount required (i) for JEA to implement, transition to and promote new services and/or deliverables of JEA's choice (that are equivalent in functionality to the infringing Services and/or Milestones) into production ("Replacement Items"), and (ii) to procure such Replacement Items from a third party provider.

2.12.7. SAFETY AND PROTECTION PRECAUTIONS

The Company shall comply with all applicable federal, state and local laws, ordinances, all JEA procedures and policies including any orders of any public body having jurisdiction for the safety of persons or protection of property. The Company understands and agrees that violation of any provision of

this clause is grounds for immediate termination of the Contract and the Company is responsible for all JEA damages associated with such termination.

The Company understands and agrees that JEA Representatives may stop Work at any time that JEA, at its sole discretion, considers the Company's Work to be unsafe or a risk to property, and to direct the Company to, at a minimum, perform as directed in such a way as to render the Work environment safe. The Company understands and agrees that it is responsible for paying all costs associated with providing a safe work environment including, but not limited to, any costs associated with any JEA directed safety improvements. The Company further understands and agrees that it is solely responsible for the safety of personnel and property associated with the Work, and that any actions taken by JEA to prevent harm to persons or damage to equipment does not, in any way, relieve the Company of this responsibility.

The Company Representative, or alternatively, the Company Supervisor, shall be designated as the Company's individual responsible for the prevention of accidents.

2.12.8. COMPANY'S KNOWLEDGE OF THE WORK

The Company represents that the Contract Price 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.

2.12.9. COMPATIBILITY OF PRODUCTS

Regardless of whether JEA requests the use of, or indicates a preference for, products of a particular type, brand, or manufacturer, or whether the Company offers a value engineered alternative to the same, the Company shall be responsible for ensuring the compatibility of all specified products, that the products are fit and suitable for the Work, and that the products will meet any specified performance tests for the Work. The Company shall promptly provide JEA with written notice of the incompatibility or unsuitability of any JEA preferred product or value engineered product upon discovery of such.

2.12.10. COMPLETION OF WORK (PO)

The Company shall begin Work within 10 days after the date of written Purchase Order from JEA to begin Work, and shall complete the Work by the date set forth in the Contract Documents. The Company further understands and agrees that time is of essence and should the Company fail to complete the Work on or before the date established for Final Completion, the Company shall be solely responsible for additional costs as defined in the Contract.

2.13. VENDOR PERFORMANCE EVALUATION

2.13.1. RIGHT TO AUDIT AND FINANCIAL REPORTING

Upon JEA's requests, the Company agrees to allow JEA to audit its financial and operating records for the purpose of determining Invoice accuracy, or otherwise assessing compliance with the Contract Documents. The Company agrees to let JEA personnel, or their qualified representative access the records at Company's office, with three days written notice, for a reasonable period, not less than five days, in a workspace suitable for the audit provided by Company. All audit work will be done on Company premises, and no Company documentation will be removed from Company offices. The Company agrees to have knowledgeable personnel available to answer questions for the auditors during the time they are at the Company's offices and for a period of two weeks thereafter. The Company shall provide to JEA audited financial statements for the most recent fiscal year upon JEA's request, not later than five days after receipt of written request.

JEA received a Department of Energy (DOE) grant to fund all or a portion of these Services, therefore, therefore if DOE performs an audit of JEA and these Services, Company agrees to reasonably comply with DOE audit requirements.

2.13.2. VENDOR PERFORMANCE EVALUATION

Use of Vendor Performance Evaluation Scorecards

JEA may evaluate the Contractor's performance using the evaluation criteria shown on the vendor scorecard available at JEA Procurement Bid Section, JEA Tower Suite 103, 21 W. Church Street, Jacksonville, FL 32202 or online at JEA.com. Scores for all metrics shown on the evaluation range from a low of 1, meaning significantly deficient performance, to a high of 5, meaning exceptionally good performance. The Contractor's performance shall be classified as Top Performance, Acceptable Performance, or Unacceptable Performance, as defined herein. The evaluator will be a designated JEA employee or JEA contractor familiar with the performance of the Contractor. The evaluator's supervisor and the Chief Purchasing Officer will review deficient performance letters and Unacceptable Performance scorecards, as described below, prior to issuance. When evaluating the Contractor's performance, JEA will consider the performance of the Contractor's Subcontractors and suppliers, as part of the Contractor's performance.

Frequency of Evaluations

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

Unacceptable Performance

- If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Contractor is Unacceptable, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Contractor of such in a letter. The Contractor shall have 10 days to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the Contractor, the specific actions that the Contractor will take to bring the Contractor's performance up to at least Acceptable Performance.
- Within 30 days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Contractor by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Contractor's performance is described in the letter as meeting expectations, no further remedial action is required by the Contractor, as long as Contractor's performance continues to be Acceptable.
- If the Contractor's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Contractor shall have 15 days from date of second letter to demonstrate solely through its performance of the Work, that it has achieved Acceptable Performance. At the end of the 15-day period, JEA will prepare a scorecard documenting the Contractor's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Contractor has made in its performance, or has failed to make. If the scorecard shows Contractor's performance is Acceptable, then no further remedial action is required by Contractor as long as Contractor's performance remains Acceptable. If the scorecard shows the Contractor's performance is Unacceptable, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Contractor from bidding on any JEA related solicitations, and other remedies available in the JEA Purchasing Code and in law. Such action does not relieve the Contractor of its obligations under the Contract, nor does it preclude an earlier termination.
- In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion.

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

Acceptable Performance

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

Disputes

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

Public Records

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

2.14. JEA RESPONSIBILITIES

2.14.1. COORDINATION OF SERVICES PROVIDED BY JEA

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

2.15. CHANGES IN THE WORK, CONTRACT TIME OR PRICE

2.15.1. SUSPENSION OF SERVICES

JEA may suspend the performance of the Services rendered by providing Company with five (5) days written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Services, the Company shall resume the full performance of the Services when directed in writing to do so by JEA. Suspension of Services for reasons other than the Company's negligence or failure to perform, shall not affect the Company's compensation as outlined in this Agreement.

2.16. MISCELLANEOUS PROVISIONS

2.16.1. AMBIGUOUS CONTRACT PROVISIONS

The parties agree that this Contract has been the subject of meaningful analysis and/or discussions of the specifications, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who physically prepared this Contract. The rule commonly known as "Fortius Contra Proferentum" will not be applied to this Contract or any interpretation thereof.

2.16.2. AMENDMENTS

This Contract may not be altered or amended except in writing, signed by JEA Procurement and the Company Representative, or each of their duly authorized representatives.

2.16.3. APPLICABLE STATE LAW; VENUE; SEVERABILITY

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

2.16.4. CHANGE IN OWNERSHIP OF COMPANY

The Company agrees to cause any entity that shall acquire ownership of Company to assume this Contract and all of Company's obligations hereunder.

2.16.5. CHOICE OF LAW

This Contract, and the rights and duties of the parties arising from or relating to this Contract or its subject matter, shall be construed in accordance with the laws of the State of Florida, and the ordinances of the City of Jacksonville without regard to its conflicts of laws provisions. Each of the parties irrevocably submits to the exclusive jurisdiction of the courts of Florida, and further agree that the venue for any legal action brought by or files against JEA relating to any matter arising under this Contract shall be exclusively in that state or federal court, sitting in Duval County, Florida that has jurisdiction over such legal actions.

2.16.6. CUMULATIVE REMEDIES

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

2.16.7. DELAYS

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

2.16.8. ENTIRE AGREEMENT

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

2.16.9. EXPANDED DEFINITIONS

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation", and the terms "include", "includes" and "included" have similar meanings. Any reference in this Contract to any other agreement is deemed to include a reference to that other agreement, as amended, supplemented or restated from time to time. Any reference in the Contract to "all applicable laws, rules and regulations" means all federal, state and local laws, rules, regulations, ordinances, statutes, codes and practices.

2.16.10. HEADINGS

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

2.16.11. INDEPENDENT CONTRACTOR

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

2.16.12. LANGUAGE AND MEASUREMENTS

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

2.16.13. MEETINGS AND PUBLIC HEARINGS

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

2.16.14. NEGOTIATED AGREEMENT

Except as otherwise expressly provided, all provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. The parties agree that they have had meaningful discussion and negotiation of the provisions, terms and conditions contained in this Agreement. Therefore, doubtful or ambiguous provisions, if any, contained in the Agreement shall not be construed against the party who physically prepared this Agreement. The rule commonly referred to as *Fortius Contra Proferentum* shall not be applied to this Agreement or any interpretation thereof.

2.16.15. NONEXCLUSIVE

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

2.16.16. NONWAIVER

Failure by either party to insist upon strict performance of any of the provisions of the Contract will not release either party from any of its obligations under the Contract.

2.16.17. PUBLIC RECORDS AND SUNSHINE LAW

The parties acknowledge that JEA is a body politic and corporate that is subject to Chapter 119, Florida Statutes, and related statutes known as the "Public Records Laws". Bidders and Proposers should be aware that all submittals provided to JEA are subject to public disclosure and will not be afforded confidentiality unless clearly exempt by law.

A Company claiming in good faith that its response contains information that is exempt from the Public Records Law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption. Be aware that the designation of an item as exempt from disclosure may be challenged in court by any person or entity. By your designation of material in your bid or proposal as exempt you agree to defend JEA and its employees and agents for any award to a plaintiff for damages,

costs and attorneys' fees, and for costs and attorneys' fees incurred by JEA by reason of any claim or action related to your designation of material as exempt.

2.16.18. REFERENCES

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

2.16.19. RELATIONSHIP OF THE PARTIES

The Company agrees that it shall perform the Work as an independent contractor and that it does not (a) have the power or authority to bind JEA or to assume or create any obligation or responsibility, express or implied, on JEA's part or in JEA's name, except as may be authorized by JEA under a separate written document, or (b) represent to any person or entity that it has such power or authority except as may be authorized by JEA under a separate written document.

2.16.20. SEVERABILITY

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

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

2.16.21. SUBCONTRACTING OR ASSIGNING OF CONTRACT

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

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

In the event the Company obtains JEA approval to use Subcontractors, the Company is obligated to provide Subcontractors possessing the skills, certifications, registrations, licenses, training, tools, demeanor, motivation and attitude to successfully perform the work for which they are subcontracted. The Company is obligated to remove Subcontractors from performing Work under this Contract when the Company recognizes that a Subcontractor is failing to work in a manner consistent with the requirements of this Contract, or when JEA notifies the Company that JEA has determined a Subcontractor is failing to work in a manner consistent with the requirements of this Contract.

2.16.22. SURVIVAL

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

2.16.23. TIME AND DATE

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

2.16.24. TIME OF ESSENCE

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

2.16.25. TITLE TO MATERIALS FOUND

JEA shall retain the title to water, mineral matter, timber and any other materials that the Company, or its Subcontractors, encounters during the excavation or other operations of the Work. The Company shall use or dispose of this material in accordance with the Contract or written instructions from the Contract Administrator. Any materials found in the excavation, or other operations of the Company, that are of archaeological or historical value shall be left in place. The Company shall immediately notify JEA of the find and shall take no further action until directed by JEA.

2.16.26. USE OF JEA CONTRACTS BY THE CITY OF JACKSONVILLE

Where City of Jacksonville agencies' procurement codes allow use of JEA contracts, the Company agrees to extend any pricing and other contractual terms to such agencies.

2.16.27. WAIVER OF CLAIMS

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

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

2.16.28. FORCE MAJEURE

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

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

In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice, including Change Orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected within seven (7) calendar days.

2.16.29. SOFTWARE IMPORT/EXPORT FEES

Company shall be responsible for importing any import/export fees or related costs associated with the use of any software used by Company in connection with this Contract.

2.16.30. CHANGE IN SCOPE OF SERVICES

From time to time, JEA may direct changes and modifications in the scope of the services, as contained in the Contract Documents, to be performed under this Contract as may be necessary to carry out the purpose of this Contract. The Company is willing and agreeable to accommodate such changes, provided it is compensated for additional services in accordance with its professional fees and expenses under the terms of this Contract. Such changes shall be in the form of a written amendment to this Contract reflecting, as appropriate, an amendment to the Work rendered and adjustment to Company's professional fees, including an extension to the duration of this Contract, as well as the maximum indebtedness of JEA. Maximum indebtedness is the maximum total cost that may be paid to the Company hereunder, including travel related costs, per year during the initial term of the Contract for the Work rendered under the terms of this Contract. The JEA Representative directly responsible for each project will make the final determination as to whether any compensable change exists.

3. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

3.1. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

Technical Specifications and a Detailed Scope of Work are located in Appendix A of this document.

4. FORMS

4.1. FORMS

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.

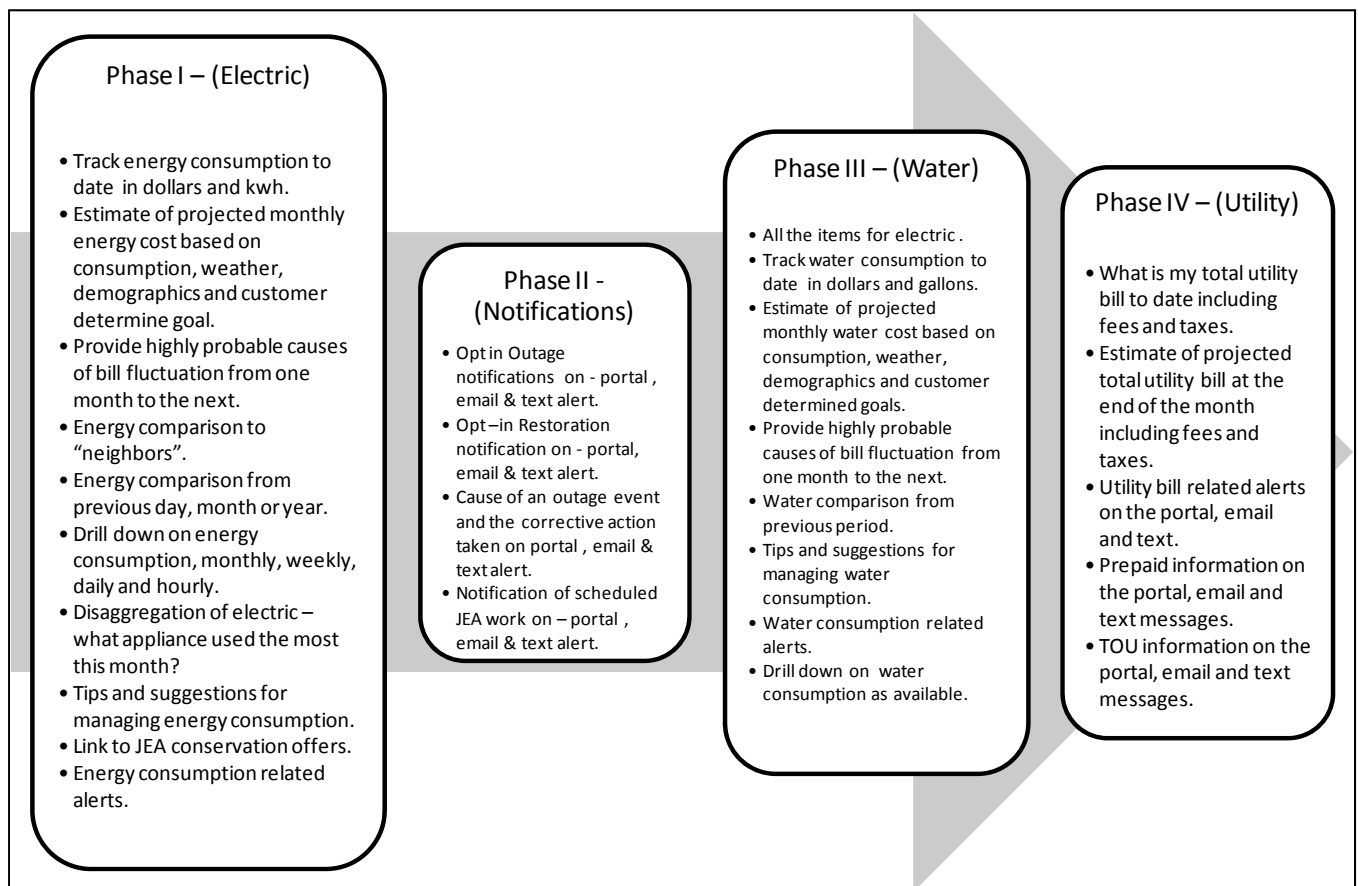
APPENDIX A – TECHICAL SPECIFICATION/SCOPE OF WORK

A-1. Description of Project

The goal of the JEA Customer Energy and Water Management Portal project centers around providing JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal that will assist them in understanding their usage patterns and provide them information to improve the efficiency of their home or business. The project is part of the JEA/Department of Energy (DOE) Smart Grid program and the tool and services described herein are deliverables identified in the JEA/DOE Smart Grid Project Execution Plan (PEP).

This tool will be utilized by JEA customers, JEA Customer Care Consultants (CCC) representatives and JEA's Demand Side Management (DSM) Implementation Contractors to assist our customers in their energy management decisions.

The JEA Customer Portal will potentially be offered to all JEA active customers and will include, at a minimum, 3,000 customers selected to participate in the Smart Grid programs and will add hourly consumption data in addition to the daily and monthly. The JEA Customer Portal solution will be implemented in 4 distinct phases; the scope of this project may be limited to Phase 1 (see below).



This portal will take advantage of the newly upgraded MDMS as well as the upgraded AMI network.

The project plans to select a SaaS (software as a service) solution for the Customer Portal system and as such, will implement the functionalities available in the current release of the solution provided by the selected Vendor. As a result, the project deliverables listed below are only target deliverables and may require adjustments once a Vendor is selected.

A-2. RFP Design Requirements

2.1 Project Vision

As a result of the implementation of the Customer Portal, JEA's residential customers will have the ability to login to JEA.COM and interact with an energy management tool.

Based on the information provided at the time of profile creation, the software's analytical tool will provide JEA's residential customer recommendations for cost savings in terms of their energy consumption. Tips will encompass replacing air filters, lighting, air conditioning servicing, as well as how much to save by fixing other items. The more information the customer enters into the tool, the more detailed the recommendations will be.

Another useful feature will be the ability for the customer to view their energy consumption in a variety of ways. The customer will have the capability to review and analyze the amount of electricity used at any given time, which will allow them the capability to make changes to their consumption patterns.

Customers will be able to track their energy consumption in a user friendly graph or table (user defined) that will show them their consumption by day, week, month and year (in the future by hour). The customer will also be able to benchmark their usage against other consumers in their neighborhood and/or customers that reside in similar housing types. The customer portal will also have the means to provide printable home energy reports that can be printed by the customer. The data in these reports can also be viewed in graphical format (charts) via the web which will allow the customer the ability to perform analysis on their trends, similar to pretend scenarios.

Customers can also subscribe and unsubscribe to an Event Notification feature to receive emails and/or text messages concerning their account and services. Customers will have the choice to select from various notifications: electric outages, excessive consumption on a certain period of time, dollars spent threshold, prepaid usage, etc.

2.2 High-Level JEA Customer Portal Project Components

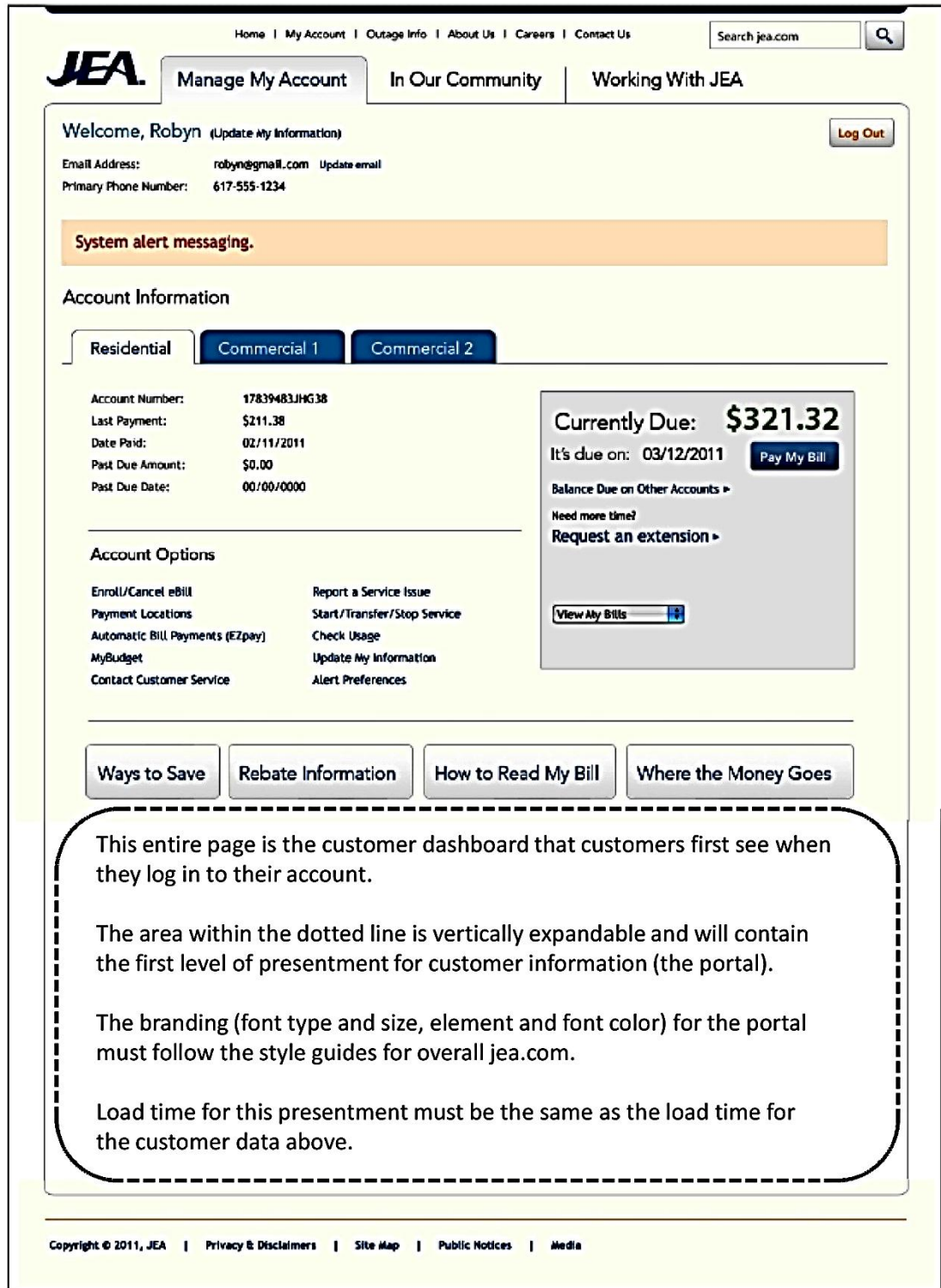
- 1) JEA.com On-Line Customer Energy and Water Management Portal
 - a) Home Energy Reports - Easy-to-understand, relevant, and actionable energy data to utility customers.
 - b) Online Portal Data –
 - i) View energy usage by day, month, and month to date.
 - ii) View cost data by day, month, month to date, and projection to the end of the billing period.
 - iii) Monthly bill highlights, including bill to date for current period.
 - iv) Disaggregation of energy uses in the home that provides estimated electric usage by major function (heating, cooling, cooking, and lighting) without requiring customers to complete a survey.
 - v) Compare cost and usage to neighbors (defined by similar type of dwelling, postal code and/or region)
 - vi) Future ability to add water portal data/information similar to electric information described above.
 - c) Customer Recommendations - Targeted Customer Tips on JEA energy efficiency program opportunities.
 - d) Alerts/Notifications - JEA customers will be able to choose from several alert types through the customer portal (i.e. usage/consumption, dollar figure, outage/service interruptions) via:
 - i) Emails
 - ii) Text / SMS messages to their cell phones
 - iii) Configurable frequency
 - iv) Personalized triggered by thresholds
 - v) Opt-in / Opt-out
 - e) Potential Data Sources: Monthly & AMI Meter Data, Program Participation, Rebate Redemptions, Billing & Account Data, Third Party Housing, Demographics, Weather, GIS Data, Tax Collector data
- 2) CCC Tool
 - a) The JEA's Customer Care Consults (CCC) will have the ability to see the same information about each individual customer that can be viewed on the portal by the customer. For example:
 - i) Customer Usage Information
 - ii) Customer Recommendations

- iii) Customer Home Energy Reports
 - iv) Customer Program Participation
 - b) The DSM Implementation Contractor CCCs will have the same portal views of JEA CCCs and will verbally provide customers information on how to save on their energy bills through conservation and energy efficiency upgrades.
 - c) Both the JEA's CCC and the DSM Implementation Contractor CCCs shall also be able to modify and enter data and information for customers should they need assistance with the functions of the portal.
- 3) DSM / Direct Mailing
- a) The information available to each customer on the portal will also be available in a static paper monthly report. These customized usage reports with targeted efficiency measures will be sent directly through the mail to targeted DSM program customers. (This is not a general offering. It is for targeted customers only.)
- 4) Energy Auditors and Smart Check
- a) Ability to review energy saving recommendations provided to customer if they have utilized the JEA Customer Portal
 - b) Ability to view/print energy reports from the Energy Portal for any JEA customers
 - c) Ability for Energy Auditor to enter customer specific data into Energy Portal tool (i.e. facility or appliance information)

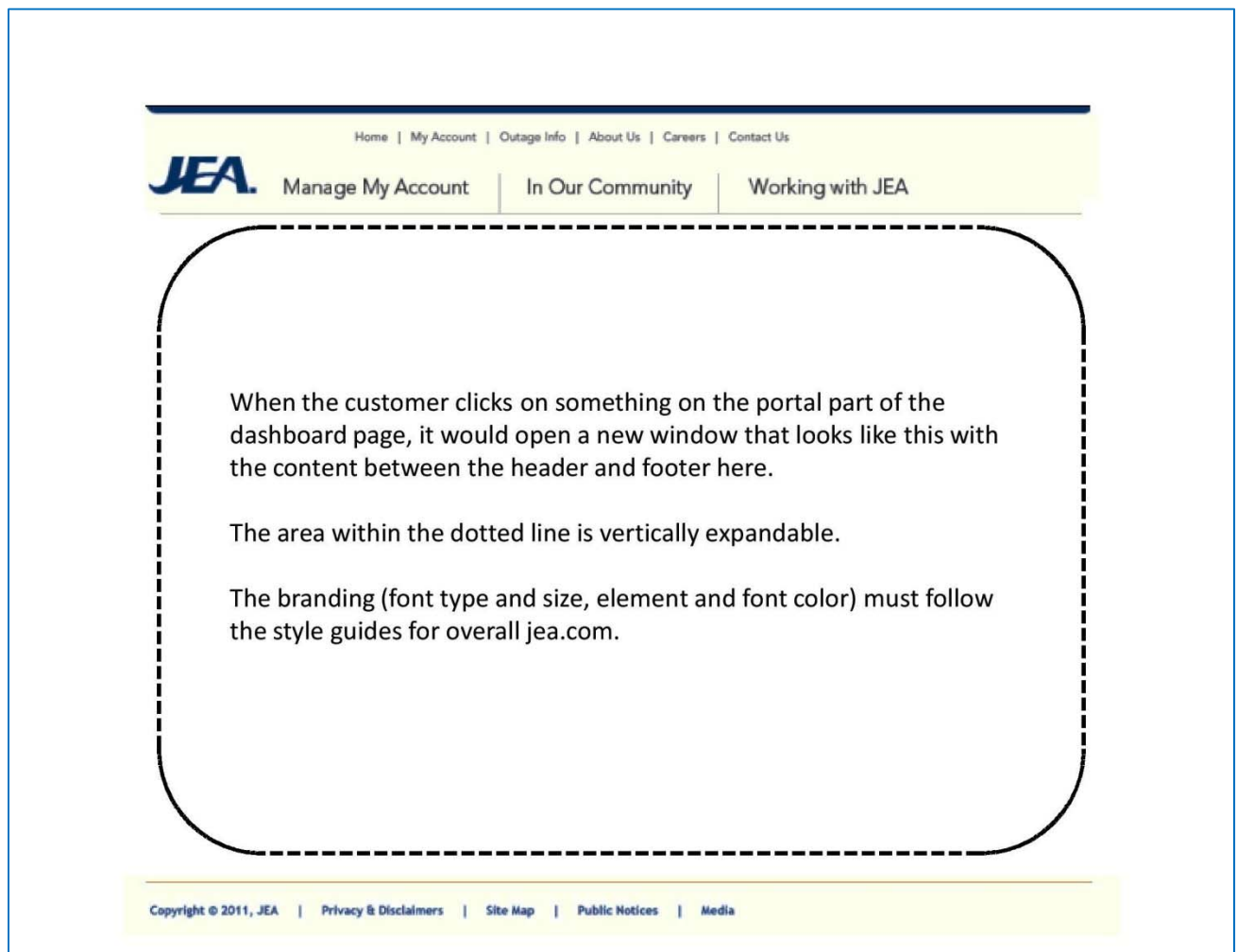
2.3 JEA Integration

JEA *desires* integration with its web presentment website. Currently the JEA.com site is undergoing a renovation. Below are wire frame diagrams which identify energy portal features.

The first wireframe (Picture 1) shows the JEA.com customer login information. This authentication provides for the authentication of the user on the JEA.com site, and would be a preferable launching pad to the energy portal. The second wireframe (Picture 2) denotes a plug in space for energy portal information. These should provide guidance for JEA's preferred branding and style.



Picture 1



Picture 2

2.4 Security Requirements

JEA sees security as the initial building block within any network and views corporate and personal security safeguards as key enablers in the migration to their future platform. The design intent is to use a variety of technologies and products to build up layers of functionality that protect JEA against attack, misuse, and recognition.

JEA Network and Security Teams will assist in determining and designing the necessary security requirements based on JEA Security Policy. The Vendor is requested to submit a security design with the necessary or recommended components to safeguard JEA's Systems.

2.5 JEA Hardware / Software Standards

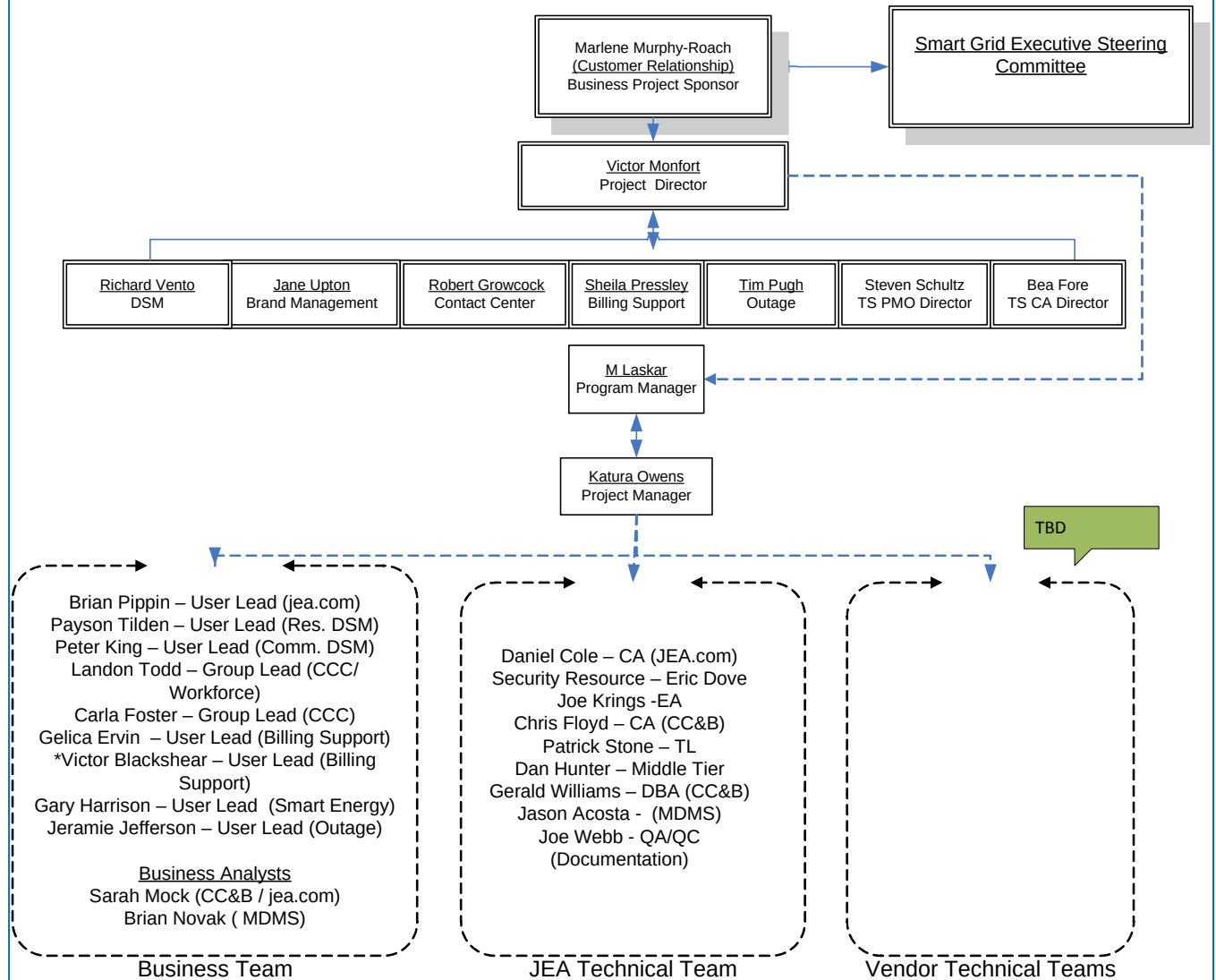
Additional technical information regarding JEA's current standards and design objective can be found in the Appendix E and F.

2.6 PROJECT STRUCTURE

Below is the high-level proposed core project team for the JEA Customer Portal project. As part of JEA's on-going quest for excellence, a Steering Committee has been formed to oversee all projects in relation to our Smart Grid initiatives.

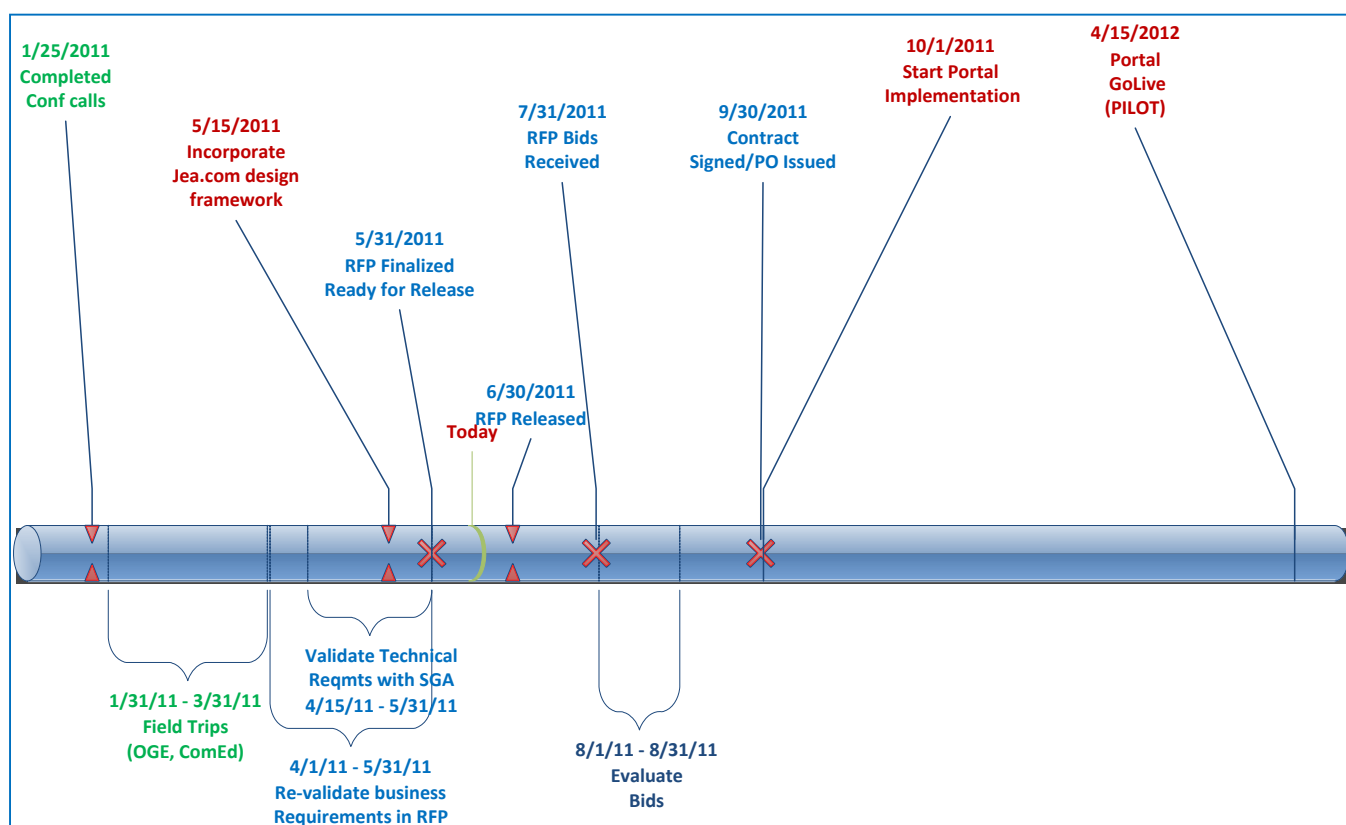
The Steering Committee is made up of executive-level stakeholders who are responsible for providing guidance on overall strategic direction. The Steering Committee will meet monthly to address items such as scope, project risk, and business process related items. Each month a project progress update will be provided to the Steering Committee by JEA's Program Director or Project Manager; with input provided by Bidder Project Manager.

A711 – JEA Customer Portal Project Organization Chart Updated as of: 20 May 11



2.7 PROPOSED TIMELINE

Below is the proposed draft timeline for the JEA Customer Portal project.



2.8 PROJECT SUCCESS FACTORS

Below are the typical factors JEA uses to measure the success of a project. JEA will negotiate the baseline measures for each of these factors with the selected vendor for inclusion in the statement of work.

1. Documented functional requirements and business process flows;
2. Implementation of JEA Customer Portal solution with minimal customizations, while ensuring business requirements are met;
3. Implemented system meets business requirements; while improving business processes;
4. Software Development Life Cycle (SDLC) compliance (includes technical documentation);
5. Schedule adherence;
6. Budget adherence.

2.9 STATEMENT OF WORK

Items Specifically In Scope

- 1) Develop and Configure Site
The JEA Customer Portal solution provider will be responsible for configuration of the Portal software to met JEA Business and Technical/Security requirements.
- 2) Workflow Development
The JEA Customer Portal solution provider will be responsible for development of any related workflows for configuration updates and subsequent production publication.
- 3) Solution Development, QA, and Production Environments
JEA requires the winning Bidder to provide development, QA, Production and Disaster Recovery environments for the JEA Customer Portal Solution.

4) Training/Knowledge Transfer -

The scope of work includes Vendor supplied training for the JEA Customer Portal Tool. This training would need to take place on-site in JEA's training facility. The classes would consist of no more than 10-12 participants per class. User manuals (hard copy and electronic version) will need to be developed by The Vendor and provided to all training attendees. The required training sessions include:

- a) One class for Technical Administrators
- b) Two classes for JEA's Business users:
 - i) Customer Care Consultants/
 - ii) Energy Auditors/ DSM Team

5) Project Management

The Bidder will be required to provide project management services during the Analysis, Design, Construction, Testing, and Implementation phases of the JEA Customer Portal Solution Project for jea.com.

Project management professional services include the following at a minimum (below is not an all inclusive list):

- a) Participate in Weekly Core and Technical Team meetings (may participate via teleconference)
- b) Provide Weekly Status Reports & Project Plan Updates (MS Project Desired)
- c) Design, document and provide assistance in the implementation of JEA's Customer Portal
- d) Lead/participate in working requirements fit gap and JAD sessions (On-site required)
- e) Migrate content where appropriate (templates, menus, and functionality)
- f) Pre-cutover meetings (On-Site required)
- g) Provide an implementation schedule, to include an Implementation and Contingency Plan
- h) Functional and User Acceptance Testing of JEA Customer Portal Solution (On-Site required)
- i) Coordination with all service providers connecting to the system for correct provisioning and cutover (On-Site required)
- j) End-user training on all applicable systems before cutover (On-Site required)
- k) Provision for "Help Desk" staffing during the installation cutover
- l) The chosen Bidder must be responsible for immediate response of the Vendor created outages
- m) Provide complete implementation documentation, as outlined within JEA's Project Management Methodology - including system administration manuals, quick reference guides and as-built drawings
- n) Provide a turnover document for on-going support and maintenance of the jea.com site

For detailed information on JEA's project approach, timeline and service deliverables, refer to Appendix A.

6) Security

- a) The successful Bidder will be required to provide documented security certifications and qualified security personnel
- b) The successful Bidder will be required to provide documented security certifications and quality security personnel
- c) JEA's external customers will continue to use the existing "single sign-on" currently in place today utilizing proprietary security tables.
- d) The proposed solution should take into consideration the ability to provide LDAP Services utilized to allow user authentication, authorization, and audit between JEA Customer Portal (WCM), Customer Portal, and JEA's backend applications.
- e) JEA Customer Portal development and support personnel must possess recognized security-related certifications. Examples of recognized certifications: SANS GSEC, CISSP, MCSE, and CCIE.

A-3. FUNCTIONAL & TECHNICAL REQUIREMENTS

Below are the high level functional & technical requirements for the project. The Bidder must use this form as part of the proposal to indicate if the proposed solution will meet each requirement as denoted below.

1) FS/PS/NS –

The Bidder must specify if the solution meets the requirement fully (FS – Fully supported), partially (PS - Partially Supported) or not at all (NS - Not Supported.). In case the solution meets the requirement fully or partially, the Bidder must fill one of the next three (3) columns (Base/Configuration, Product Enhancement or Customization) **and** the “Details” column. Failure to complete all information for a requirement will be deemed as “NS – Not Supported”.

2) Base / Configuration –

Once the current product release is installed, a given feature of the product meets the requirement. If configuration (a mechanism to make changes) is required, describe your configuration method (e.g. parameter table value, scripts) in the "Details" field. Configuration is choosing from options that are inherently provided with the product. Configuration changes may be done by a user or administrator of the application without the need for technical resources.

3) Product Enhancement (ETA)–

A planned enhancement to the base product included in the Bidder's future product roadmap is necessary to meet the requirement. If this functionality is a product roadmap, the Vendor must provide details of estimated date of availability and any dependencies with other roadmap items that may delay its availability.

4) Customization (ETA)–

Application changes to the product that will be unique for JEA and not part of the Bidder's future base product are needed to meet the requirement. Customization will require coding changes to the product or creation of a new interface to a third party vendor. The Bidder must also specify estimated date the customization will be available.

5) Details –

The Bidder must complete this column if the solution meets the requirement fully or partially.

Req ID	Description	FS/PS/NS	Base/ Configuration	Product Enhancement (ETA)	Customization (ETA)	Details (How this requirement is met)
PBIZ001	Ability to utilize single sign-on function (Same User Name/ Same Password) as jea.com. Portal provider will be able to integrate with JEA's SAML 2.0 based SSO identity provider (http://www.oasis-open.org/standards#samlv2.0)					
PBIZ002	Ability to automatically be authenticated into Portal via jea.com login. (No Dual Entry of User Name and Password)					
PBIZ003	The ability to integrate the Customer Portal to jea.com by loading below the account dashboard and adhering to JEA style guides (fonts, colors, sizes, and elements) to maintain a common user experience when navigating between jea.com and the Customer Portal. Customer Portal shall be a JEA branded vertically expanded area which displays first level customer information and loads at the same speed as the top portion of the customer dashboard page load. Please see Section C for jea.com style sheet and other information.					
PBIZ004	Ability to comply with JEA Security policies (File Encryption, Secure Server Connection, Secure Messaging, Secure FTP)					
PBIZ005	Ability to synchronize automatically & selectively customer information with jea.com and JEA's CIS					
PBIZ006	Ability to automatically retrieve main customer information from JEA systems of record (Name, Phone(s), Mail Address, e-mail, Customer ID's)					
PBIZ007	Ability to automatically retrieve customer premise information from JEA systems of record (Premise Address, Service Type, Meter Information, Consumption History, Etc.)					
PBIZ008	Ability to automatically retrieve premise demographic and geographic information from Third Party systems of record (Square Footage, ZIP Code, Year Built, House Style, etc.)					
PBIZ009	Ability to handle & pre-load historical consumption data from all active premises (residential customers only); the consumption history may consist of up to 14 months of daily consumption for electric & water meters					

Req ID	Description	FS/PS/NS	Base/ Configuration	Product Enhancement (ETA)	Customization (ETA)	Details (How this requirement is met)
PBIZ010	Ability to present Customer Profile page to identify Customer: Customer Name, Customer Address (Service), ID's, Last Bill (Consumption and Cost) and Current Alerts					
PBIZ011	Ability to present a summary with total energy consumption for the last bill period in Unit of Measure and Dollars.					
PBIZ012	Ability to present a summary with an Estimated Projected Energy in Unit of Measure and Dollars for the current bill period (with end date) on a separate tab. Please provide details about your estimation routine and additional information you will use and/or need from JEA to perform the estimation.					
PBIZ013	Ability to present a summary with total energy and water consumption for the last bill period in Unit of Measure and Dollars.					
PBIZ014	Ability to present a summary with an Estimated Projected Energy and Water Consumption (based on available water services) in Unit of Measure and Dollars for the current bill period (with end date). You must provide details of estimation algorithm.					
PBIZ015	Ability to present a summary with the active Alerts customer is enrolled in.					
PBIZ016	Ability to present a summary with energy consumption and cost comparison. (This month vs. same month last year, Last month vs. Last month last year).					
PBIZ017	Ability to present a summary/main page with energy and water consumption and cost comparison. (This month vs. same month last year, Last month vs. Last month last year).					
PBIZ018	Ability to present a summary/main page with Energy Conservation Tips specific to customer's profile and context.					
PBIZ019	Ability to present a summary/main page with Energy and Water Conservation Tips specific to customer's profile and context.					
PBIZ020	Ability to present a summary/main page with Energy consumption for Electric with different Time of Use. (Peak, Off-peak) Only for Customers on TOU Rate Schedules.					

Req ID	Description	FS/PS/NS	Base/ Configuration	Product Enhancement (ETA)	Customization (ETA)	Details (How this requirement is met)
PBIZ021	Ability to present a summary/main page with Estimated Energy consumption in Unit of Measure and Dollars as of yesterday.					
PBIZ022	Ability to present a summary/main page with Estimated Energy and water consumption in Unit of Measure and Dollars as of yesterday.					
PBIZ023	Ability to present a summary/main page with Pre-Paid Balances for Utility Services. (pre-paid customer only)					
PBIZ024	Ability to present a summary/main page with Estimated Disconnect Date For Utility Services. (pre-paid customer only)					
PBIZ025	Ability to present detailed energy consumption and cost for a specific Premise for accounts with multiple premises.					
PBIZ026	Ability present detailed energy and water consumption and cost for a specific Premise, Service Type, and Meter for accounts with multiple premises.					
PBIZ027	Ability to present specific energy consumption and cost detail in graphical or tabular format.					
PBIZ028	Ability to present specific energy and water consumption and cost detail in graphical or tabular format.					
PBIZ029	Ability to identify the Service detail (Address, Service Type, Meter, Unit of Measure, Consumption, etc.)					
PBIZ030	Ability to present the list of all Services by Premise and have multi-Premise summary by Account (Electric, Water, Irrigation, etc. as available)					
PBIZ031	The ability for customer to choose selected service points for display if the customer's account has multiple service points or service locations.					
PBIZ032	Ability to allow customer to manually remove Active listed Services from the Customer's profile from the portal display only					

Req ID	Description	FS/PS/NS	Base/ Configuration	Product Enhancement (ETA)	Customization (ETA)	Details (How this requirement is met)
PBIZ033	Ability to estimate/calculate/display the bill based on bill components, For example: Energy charges (KWH), Customer service, Energy (On Peak / Off peak), Environmental Charges, Taxable Fuel, Non Taxable Fuel, Conservation Fee, Franchise Fee, Gross Receipts Tax, Public Service Tax, Water / Sewer / Irrigation charges (CCF), Service Availability, Consumption (tiers), Environmental Charge, Franchise Fee, Public Service Tax.					
PBIZ034	Ability to pre-populate and subsequently update customers Home profile based on demographic and customer data, for portal use only , such as: (as permitted) (A) Demographics: 1) House age or year built or modified based on property appraiser records, 2) House style (two stories, single?), 3) House size in square footage of cooling/heating space, 4) Location (zip code), 5) Average cool or heat degree days for the specific time of year in the geographic area, 6) Minimum of 60 days of temperature and weather in the geographic area, 7) The forecast for the next 30 days of temperature and weather in the geographic area, and 8) The current temperature and weather today in the geographic area; (B) Home Profile: 1) Date of any additions or changes to the home, 2) Detail for additions or modifications made, 3) Existing Pool/Spa, Number of people living in the home, 4) Cooling & Heating system type, 5) Age of cooling / heating system, 6) Water heater fuel, 7) Cooking fuel, 8) Weatherization (Insulation details, Window details), 9) Thermostat information, and 10) Number of refrigerators plugged in					
PBIZ035	Ability to load customer profile based on Active Services and Premises automatically with default demographic Information.					

Req ID	Description	FS/PS/NS	Base/ Configuration	Product Enhancement (ETA)	Customization (ETA)	Details (How this requirement is met)
PBIZ036	Ability to Review / Update the demographic information loaded in the customer profile for the Active Services and Premises.					
PBIZ037	Ability to allow customer to add new demographic information in the customer profile for the Active Services and Premises (Number of household occupants, Heating/ Cooling Fuel, Cooking Fuel, Pool/ Spa, Insulation Details, Etc.)					
PBIZ038	Ability to disaggregate energy consumption and cost by components (Cooling, Heating, Lighting, Water heat, Etc.)					
PBIZ039	Ability to disaggregate energy and water consumption and cost by components (Cooling, Heating, Lighting, Water heat, Running water, Irrigation, Sewer, Etc.)					
PBIZ040	Ability to compare energy consumption and cost during previous 13 months in graphical representation by Unit of Measure. (KWH)					
PBIZ041	Ability to compare energy and water consumption and cost during previous 13 months in graphical representation by Unit of Measure. (KWH,GAL)					
PBIZ042	Ability to present daily electric consumption during previous 365 days.					
PBIZ043	Ability to present daily electric and water consumption during previous 365 days.					
PBIZ044	Ability to identify the Billing Period (Start/End) when historic billing information is presented					
PBIZ045	Ability to compare energy daily consumption based on Billing Periods (This month bill period vs. last year same month bill period)					
PBIZ046	Ability to compare energy and water daily consumption based on Billing Periods (This month bill period vs. last year same month bill period)					
PBIZ047	Ability to display weather influences on daily energy consumption in a graphical format.					
PBIZ048	Ability to display weather influences on daily consumption of all utility services in a graphical format.					

Req ID	Description	FS/PS/NS	Base/ Configuration	Product Enhancement (ETA)	Customization (ETA)	Details (How this requirement is met)
PBIZ049	Ability to provide an energy cost variation analysis (current energy costs vs. last month energy cost and last year same month)					
PBIZ050	Ability to provide reason for energy cost variation based on analysis of e.g. consumption, Rates, Weather data and home profile.					
PBIZ051	Ability to provide reason for cost variation based on analysis of utility e.g. consumption, Rates, Weather data and home profile.					
PBIZ052	Ability to provide a "What If" cost "Calculator" for Electric Service by end use: Included but not Limited:, Heating, Cooling, Lighting, Appliances (Fridge, Washer, Dryer, Dish washer, Range, Etc.), Home Details					
PBIZ053	Ability to provide a "What If" cost "Calculator" for water by end use: Included but not Limited:, Irrigation System, Toilets, Pools/Spa, Showers/tubs					
PBIZ054	Ability to offer energy conservation tips based on profile and usage analysis.					
PBIZ055	Ability to offer energy and water conservation tips based on profile and usage analysis.					
PBIZ056	Ability to adjust conservation and savings tips based on action taken by the customer and/or data received from DSM Implementation Contractor.					
PBIZ057	Ability to offer energy conservation tips based on season.					
PBIZ058	Ability to offer energy and water conservation tips based on season.					
PBIZ059	Ability to offer Educational Area e.g. Heating, Cooling, Weatherization, Lighting, Insulation, Storage/Cooking, ENERGY STAR®ENERGY, Safety, Smart Grid, Solar Energy, Water Conservation Tips					
PBIZ060	Ability to compare customer energy usage / cost with similar dwellings					
PBIZ061	Ability to compare customer water usage / cost with similar dwellings					
PBIZ062	Ability to create my own comparison group by inviting other customers in JEA service area.					

Req ID	Description	FS/PS/NS	Base/ Configuration	Product Enhancement (ETA)	Customization (ETA)	Details (How this requirement is met)
PBIZ063	Ability to allow JEA Administrator to configure criteria for the definition of compared dwelling IE: Same ZIP, Square Footage, Year Built is "Like" me.					
PBIZ064	Ability to display comparison in graphical format.					
PBIZ065	Ability for customer to select specific meters for consumption display.					
PBIZ066	Ability to present Pre-Paid Meter Utility Services information (Only for those customers) 1)Utility balance in dollars and unit of measure, 2)Estimated disconnect date based on current consumption patterns, 3)Average consumption over past 12 months, 4)Prepaid Notification Settings: When to notify (user setting), Notify when running low on dollar value, 5) Notify when energy expired- How to notify (user setting), Email and text message, Web-based message – red alert - message on Portal page.					
PBIZ067	Ability to receive customer defined energy alerts via a customer defined medium., Email (plain text or HTML), Text, Phone					
PBIZ068	Ability to receive alerts specific to outages (planned outages, outage lasting more than 15 minutes, cause of outage) via a customer defined medium - email (plain text or HTML) - Text - Phone					
PBIZ069	Ability to receive customer defined utility service alerts via a customer defined medium, - email (plain text or HTML) - Text - Phone					
PBIZ070	Ability to enroll in energy threshold monitors via customer defined medium, - email (plain text or HTML) - Text - Phone					

Req ID	Description	FS/PS/NS	Base/ Configuration	Product Enhancement (ETA)	Customization (ETA)	Details (How this requirement is met)
PBIZ071	Ability to enroll in energy & water consumption threshold monitors via customer defined medium, - email (plain text or HTML) - Text - Phone					
PBIZ072	Ability to receive notification if energy consumption will exceed X (KWH) at the projected end of billing period					
PBIZ073	Ability to receive notification if electric & water consumption will exceed X (Unit of Measure) at the projected end of billing period					
PBIZ074	Ability to receive total bill notification if cost will exceed X (Dollars) at the projected end of billing period					
PBIZ075	Ability for customer to receive weekly notification of energy consumption and cost based on daily meter read data from JEA.					
PBIZ076	Ability to get weekly notification of energy & water consumption and cost based on daily data.					
PBIZ077	Ability to provide a Frequently Asked Questions Section.					
PBIZ078	Ability to Interface with JEA's CIS and AMS System (CIS: Oracle CC&B, AMS: eMeter) via file exchange or Web Service for data exchange.					
PBIZ079	Ability to use data feeds for demographic information (City of Jacksonville's Property Appraisers' Office)					
PBIZ080	Ability to provide multiple views of the Portal based on security, for example, Administrator View, Employee View, Energy Auditor View, Customer View, Contractor view, Customer Care Consultant View.					
PBIZ081	Ability to update web content via Administrator View (i.e. JEA rebate information, Education Tips, FAQ's)					
PBIZ082	Ability to provide Usage Statics Reporting via Administrator View. (Active customers, Enrolled, Hits, Alerts sent, etc.)					
PBIZ083	Ability to grant & revoke security access to Employee View.					

Req ID	Description	FS/PS/NS	Base/ Configuration	Product Enhancement (ETA)	Customization (ETA)	Details (How this requirement is met)
PBIZ084	Ability to provide Employee View which is identical to Customer View.					
PBIZ085	Ability to allow Employee View to perform same functions as Customer View.					
PBIZ086	Ability to allow Employee View to generate and print reports (same as Customer View)					
PBIZ087	Ability to be optimized for mobile presentment i.e. (smartphones)					
PBIZ088	Ability for customer to set personal "goals".					
PBIZ089	Ability to alert or notify customer when previously set goal is met.					
PBIZ090	Ability to view projected energy savings based on personal goal set by customer with feedback based on external cost drivers that affect success.					
PBIZ091	Ability to comply with Sections 508 regulations for people with disabilities.					
PBIZ092	Ability to provide direct mail campaigns viewables by all with Portal access to DSM validated target audience(s) of Energy Report card (at a minimum includes: peer group comparison, tips, promotional rebate opportunities and other offerings)					
PBIZ093	Ability to measure energy impacts of the direct mail campaigns.					
PBIZ094	Ability to provide direct mail campaigns viewables by all with Portal access to DSM validated target audience(s) of Water Report card (at a minimum includes: peer group comparison, tips, promotional rebate opportunities and other offerings)					
PBIZ095	Ability to measure water impacts of the direct mail campaigns.					
PBIZ096	Ability to display the next bill date for the account					
PTSINTR001	Ability to provide, support and maintain industry accepted methodologies of data exchange and interface tools.					
PTSINTR002	Ability to support both synchronous and asynchronous message types.					
PTSINTR004	Ability to support secured file transfer, based on industry standards					

Req ID	Description	FS/PS/NS	Base/ Configuration	Product Enhancement (ETA)	Customization (ETA)	Details (How this requirement is met)
PTSINTR005	Ability to support SOAP fault exceptions as provider or consumer of web services.					
PTSINTR006	Ability to support use of both HTTPs and JMS transport protocols.					
PTSINTR007	Ability to support SOAP RPC and document binding's types.					
PTSINTR008	Ability to support WSDL v1.1 for all services provided or consumed by.					
PTSINTR009	Ability to support WS-I Basic Profile v1.1 for all services provided or consumed by.					
PTSINTR010	Ability for all WSDL documents to fully pass the validation check against both W3C WSDL v1.1 and WS-I Basic Profile v1.1. a. WSDL well-formed validation. b. WSDL WS-I compliance validation.					
PTSINTR011	Ability to support JEA's target name space naming standards for all WSDL documents.					
PTSINTR012	Ability to be intuitive and reasonably clear in the context for which they are designed for all WSDL documents.					
PTSINTR013	Ability to be fully operable at XML payload level, SOAP message level, and transportation level for all WSDL documents.					
PTSINTR014	Ability to support both simple and complex data types for all WSDL documents.					
PTSINTR015	Ability to import an XSD's and conform to W3C standards for all WSDL documents.					
PTSINTR016	Ability to support using JEA's common information models and common information model IEC 61968 – part 8 for all WSDL documents.					
PTSINTR017	Ability to log, at a minimum, the following attributes: a. Identity of the user invoking the service b. Source IP address of the service requestor c. Date and time of the request d. Service that is invoked. e. The content of the message if this is a "command and control" operation					
PTSINTR018	Ability to allow the security administrator to generate reports based on the service logs.					

Req ID	Description	FS/PS/NS	Base/ Configuration	Product Enhancement (ETA)	Customization (ETA)	Details (How this requirement is met)
PTSINTR019	Ability to store logs for a minimum of three years.					
PTSINTR020	Audit logs shall be written in append mode to enable adding new audit events but disallowing previous events from modification.					
PTSINTR021	Ability to be authenticated at the user-level against the identity stored used by the system exposing the Web Services.					
PTSINTR022	When the system is consuming a web service, ability to provide both a system and service identity to be used for coarse-grained and fine-grained authorization, respectively.					
PTSINTR023	Ability to support two-way SSL to ensure confidentiality of data in transit based on business requirements for all services provided or consumed by the system.					
PTSINTR024	Ability to support the ability to enable value, field, or message-level encryption based on business requirements for all services provided or consumed by the system.					
PTSINTR025	Ability to support the ability to enable message-level integrity (XML digital signatures) controls based on business requirements for all services provided or consumed by the system.					
PTSINTR026	Ability to access to all customer and outage data shall be supported through standard SQL query tools for ad hoc generation of reports, by JEA					
PTSINTR027	Ability to use of standard SMTP Communications Protocols and Transports.					
PTSINTR028	Ability to support embedding of portal functionality within the JEA.com framework, portlet version X					
PTSINTR029	Ability to support embedding of portal functionality within the JEA.com framework, which follows the .net 3.5 framework					
PTSSEC001	Ability to support firewall protection for Layers 3 through 7 of the OSI model, including stateful packet inspection of voice and video.					
PTSSEC002	Ability to prevent network intrusion and protect against external/internal threats.					

Req ID	Description	FS/PS/NS	Base/ Configuration	Product Enhancement (ETA)	Customization (ETA)	Details (How this requirement is met)
PTSSEC003	Ability to provide IP Security (IPSec) encryption (3DES, AES) for all VPN links.					
PTSSEC004	Ability to comply with SAS-70 Type II					
PTSSEC005	Ability to provide patch and vulnerability management program					
PTSSEC006	Ability to conduct Regular vulnerability scanning of web site					
PTSSEC007	Ability to provide application firewalls used for web applications					
PTSSEC008	Ability to provide Intrusion detection/prevention					
PTSSEC009	Ability to provide 24/7 Security monitoring and incident response					
PTSSEC010	Ability to prevent caching of sensitive information					
PTSSEC013	Ability to support SSL 128 bit encryption minimum for all communication from user logon and all user account pages					
PTSSEC015	Ability to encrypt content that is transported over non-trusted networks using strong encryption.					
PTSSEC016	Ability to provide notification to JEA of security issues or vulnerabilities, and provide a timeline for resolution.					
PTSSEC017	Ability to implement a default 'deny' access policy for users and content objects.					
PTSSEC018	Ability to allow the revocation of all privileges from a specified group or selected user(s), thereby preventing access to the system.					
PTSSEC019	Ability to provide Security Vulnerability Notification and Patch Process					
PTSSEC020	Ability to provide Notification of JEA and its customers Within 24 hours of Security Vulnerability Discovery					
PTSSEC021	Ability to apply Operating System Security Patches within 30 days of Patch Release					
PTSSEC022	Ability to apply Database Security Patches within 30 days of Patch Release					
PTSSEC023	Ability to apply Application Server Security Patches within 30 days of Patch Release					
PTSSEC024	Ability to apply Third Party Component Patches within 30 days of Patch Release					

Req ID	Description	FS/PS/NS	Base/ Configuration	Product Enhancement (ETA)	Customization (ETA)	Details (How this requirement is met)
PTSSEC025	Ability to automate application patch installation process					
PTSSEC026	Ability to provide for LDAP authentication processes (provided by JEA) for user access.					
PTSSEC027	Ability to be compliant with ISO 27002.					
PTSSEC028	No installation of any software within the JEA's DMZ will be required.					
PGEN001	Describe your data/information storage facility					
PGEN002	Describe your information security and disaster recovery policies/procedures.					
PGEN003	Describe your data storage (at rest data), transfer (in-flight data), and data retention practices.					
PGEN004	Describe your policies, procedures and practices regarding data ownership and data sharing with 3rd party or affiliates, and data deletion at the contract period.					
PGEN005	Describe your policies, procedures and practices regarding malware security (Monitoring, Patching, & Reporting) including intrusion detection and regular 3rd party intrusion testing					
PGEN006	Describe your policies, procedures and practices regarding identity and access management (Customer experience and any third party plug ins)					
PGEN007	Describe your policies, procedures and practices regarding problem detection, monitoring, and escalation for The Vendor support processes.					
PGEN008	Describe your contractual operation & service level monitoring & reporting procedures.					
PGEN009	Describe your policies, procedures and practices regarding source & configuration management that is consistent with product roadmap					
PGEN010	Describe your policies, procedures and practices regarding portlet & embedded content support					

A-4. SUPPLEMENTAL MATERIAL

Proposing vendors should also include the following supplemental materials and offer **brief** explanations if they cannot:

- **Selected Product Brochures**
- **Quick Reference and User Guides for Hosting Solutions**
- **Vendors System Clarification Appendices**

A-5. Attachments (See Appendix C)

- **Attachment A: Project Management Methodology**
- **Attachment B: Remote Access**
- **Attachment C: Acceptable Use Policy**
- **Attachment D: Travel Policy**
- **Attachment E: JEA Standard Design Template**
- **Attachment F: JEA Service Level Agreement (SLA)**

APPENDIX B - FORMS

Minimum Qualification Information

For 114-11 – JEA Customer Energy and Water Management Portal - Smart Grid

The minimum qualifications shall be submitted in the format attached. The report shall be presented in the order described below. In order to be considered a qualified supplier by JEA you must meet all the criteria listed and be able to provide all the services listed in this specification. **The bidder must complete one (1) original and three (3) duplicate hard copies, and 1 CD containing the electronic version of the hardcopy response of the following information and any other information or attachments.**

BIDDER INFORMATION: _____
COMPANY NAME: _____
BUSINESS ADDRESS: _____
CITY, STATE, ZIP CODE: _____
TELEPHONE: _____
FAX: _____
E-MAIL: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: _____

MINIMUM QUALIFICATION REQUIRED PER SECTION 2.1 of this Solicitation:

- Proposer must provide references demonstrating their product has been in market for at least 2 years at 2 or more utilities with customer base similar or larger to JEA's. Similar size is described as 417,000 electric customers and 305,000 water customers and 230,000 sewer customers.

Reference Name _____

Reference Phone Number _____

Reference E-Mail Address _____

Contract Duration/Amount _____

Description of Project _____

Reference Name _____

Reference Phone Number _____

Reference E-Mail Address _____

Contract Duration/Amount _____

Description of Project _____

Reference Name _____

Reference Phone Number _____

Reference E-Mail Address _____

Contract Duration/Amount _____

Description of Project _____

PROPOSAL FORM

TITLE: _____

PROPOSER INFORMATION:

COMPANY NAME: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: _____

FAX: _____

EMAIL OF CONTACT: _____

PROPOSER MUST COMPLETE OR PROVIDE ONE ORIGINAL AND THREE DUPLICATES (COPIES) OF THE FOLLOWING INFORMATION:

QUOTATION OF RATES

Company shall provide a schedule of rates for the first three years of the Contract by completing the enclosed Quotation of Rates Section of the Proposal Form. These rates shall include all profit, taxes, benefits, and all other overhead items. All costs should be included within two categories (one-time setup and recurring costs) that follow, such that no additional costs are unaccounted for during the life of the contract.

Cost Breakdown:	1st Year	2nd Year	3rd Year
One-time Setup Cost			
O&M Cost (all JEA customers should be capable of accessing portal)			
Business Mailing Cost (estimated customers – 10,000 [Year1], 11,000 [Year 2] & 12,000 [Year 3])			
Calculated Net Present Value (assume 5% interest rate/year)			

One-time Setup Cost: must include all costs attributable to deploying the complete solution per the provided solution diagrams in Section C. One time setup costs should be inclusive of but not limited to the following:

- Project Management/ Prof. Services
- Technical Team Professional Services
- Solution Set-up/Configuration (All Environments)
- Customization cost, if any, for the solution
- Integration to JEA Systems
- Support Process and Tool Deployment
- Travel Expenses
- Training (Review of monitoring and reporting tools, incident reporting processes and tools, etc.)

Recurring O&M costs should include, but may not be limited to:

- Annual Solution Costs:
 - o Hardware (servers, firewall load balancing, compute)
 - o Storage
 - o Network, Interconnectivity
 - o Bandwidth
- Software licenses

- Support –
 - o Tier 1 365/24/7 Help Desk Call/Online/Email Support
 - o Tier 2 24/7 Technical Support
 - o Solution management, monitoring, reporting and configuration, as required to satisfy all such requirements identified as minimum qualifications within Section B-2.1 and with Section C – 2.2, 2.3 and 2.4.
- All incremental support fees to cover the costs of disaster recovery activities as they occur whether customer or event initiated
- Any and all JEA initiated deployments or configuration changes.
- As a separate line item, costs related to direct mailing to customers (JEA estimates the number of customers receiving direct mail to be 10,000 at the end of the 1st year, 11,000 at the end of the 2nd year and 12,000 at the end of the 3rd year)

FINANCIAL RESPONSIBILITY

Form of Business (i.e., proprietorship, partnership, or corporation): _____

Years in Business: _____

Changes in ownership: _____

Revenues from 2010: _____

PAST PERFORMANCE / COMPANY EXPERIENCE

The Proposing Company shall provide information regarding at least two (2) similar engagements in the past two years. Each engagement 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
- Brief project description (no more than 10 lines)

A similar engagement should include the following:

- Integrated Active Directory
- Site-to-site VPN
- SQL 2008 clustered servers
- A hosted web content management solution or portal technology with a similar web server and contribution server architecture
- Similar disaster and recovery requirements
- A similar public/private application architecture
- Similar bandwidth and interconnectivity response requirements.
-

Primary Nature of Service Provided _____

Location _____

Client _____

Reference Name_____

Reference Phone Number_____

Final Cost_____

Schedule Duration _____

Description of Project _____

Primary Nature of Service Provided_____

Location_____

Client_____

Reference Name_____

Reference Phone Number_____

Final Cost_____

Schedule Duration _____

Description of Project _____

ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE PROJECT REQUIREMENTS

Vendors will be measured, and points awarded, according to the percentage of requirements within Appendix A – Technical Specifications/Scope of Work that they are able to meet. Section 3 of the Appendix A of this document includes requirements that have been identified by JEA and important to their selection of a hosting provider to provide the necessary infrastructure and support of the customer portal solution. Vendors must use the form provided in Section 3 of Appendix A to provide their responses.

JACKSONVILLE SMALL AND EMERGING BUSINESS PROGRAM (JSEB)

Company shall indicate (Yes or No) if Company is certified as a Jacksonville Small and Emerging Business Program (JSEB) as defined by Jacksonville Ordinance 2004-602; Chapter 126, Part 6A and 6B. Company shall also indicate whether it intends to subcontract any services to JSEB certified firms.

ABILITY TO MEET THE FUNCTIONALITY REQUIREMENTS (PRODUCT DEMO)

Based on the ranking, based on the criteria above, JEA will invite up to the top 3 vendors to demo of their product. JEA customers & internal stakeholders participate in the demo and score the vendors.

Voice of the Customer - JEA will randomly select a number of external customers in the portal feedback. The customer will watch the vendor demo and explore the product on their own. The customers will then score the product based on usability, ease of access, aesthetics and other set criteria.

JEA Internal stakeholders - The stakeholders will score the product based on several criteria such as alignment to business goals, product roadmap, customer support, usability, accessibility and control,

monitoring and reporting, business continuity, infrastructure and platform configuration management, architecture, security, etc.

APPENDIX C - ATTACHMENTS

ATTACHMENT A: JEA Project Management Methodology

Project Planning

The Vendor will be required to provide professional services during the Planning, Analysis, Design, Implementation, and Testing of the hosted Portal solution, Vendors are required to plan the implementation and abide to JEA's Change Management Procedures in such a manner as to provide NO outages to JEA's business operations during normal business hours. Any outages will need to be planned after business hours.

Professional Services should include the following at a minimum (below is not an all inclusive list).

- Weekly Core and Technical Team meetings
- Weekly Status Reports & Project Plan Updates
- Design, document and provide assistance in the implementation of JEA's hosted Portal solution.
- Participate in working requirements gathering and JAD sessions.
- Migrate content where appropriate (templates, menus, and functionality).
- Pre-cutover meetings
- An installation schedule
- Testing of installation
- Coordination with all service providers connecting to the system for correct provisioning and cutover
- End-user training on all applicable systems before, during and after cutover
- Provision for "Help Desk" staffing during each installation cutover
- The chosen vendor must be responsible for immediate response of vendor created outages
- Provide complete implementation documentation, as outlined within JEA's Project Management Methodology - including system administration manuals, quick reference guides and as built drawings.

APPROACH, Timeline and Service Deliverables

To ensure alignment in regards to project delivery, below you will find JEA's Project Methodology. This methodology will be followed during the project.

■ **Planning:**

In summary, the primary activities accomplished during *Planning* include:

- Complete the environmental information gathering
- Define the Project Communications Process
- Identify Initial Projects Risks
- Identify Initial Project Costs
- Develop Statement of Work (SOW) and Procurement Documentation for RFP
- Define the Master Project Plan and WBS

The following deliverables will be created during the *Planning* phase:

- Draft High Level Business Requirements
- Communications Plan
- Roles, Responsibilities and Deliverables
- Scope Document
- Statement of Work and RFP
- Master Project Plan and WBS

■ **Analysis:**

In summary, the primary activities accomplished during *Analysis* include:

- Complete a review of JEA's current business processes
- Complete Functional Analysis and document findings
- Complete Technical Analysis and document findings
- True-Up Detailed Requirements Document
- Complete Current Jea.com Hosting functionality review
- Complete Fit-Gap Analysis

- Update Master Project Plan and WBS

The following deliverables will be created during *Analysis* phase:

- Draft Detailed Solution Architectural Design (SAD) document to include the High Level Logical Design and Capacity Plan
- Draft Acquisition Plan
- Draft CVR (Customer Valid Requirements) Traceability Matrix
- Draft changes to business process maps
- Provide business process mitigation plan
- Detailed Requirements Document Approval
- Updated Master Project Plan and Master Project Schedule
- Final Project Review Matrix

■ **Design:**

In summary, the primary activities accomplished during *Design* include:

- Finalize Detailed Design
- Finalize Capacity Plan
- Business Continuity Plan
- Update Master Project Plan and WBS
- Update CVR Traceability Matrix
- Develop Implementation and Contingency Plan
- Develop Test Plan
- Develop Use Cases
- Develop Conversion Plan
- Develop Disaster Recovery Plan

The following deliverables will be created during *Design* phase:

- Draft Implementation and Contingency Plan
- Draft Functional Test Plan
- Draft Technical Test Plan
- Draft the System/Integration Test Plan
- Draft Disaster Recovery Plan
- Draft Conversion Plan
- Draft Performance/Load Testing Plan
- Final Solution Architectural Design document including final Capacity Plan
- Final Detailed Requirements
- Final Acquisition Plan
- Final Business Continuity Plan
- Updated Master Project Plan and Master Project Schedule.
- Use Case Documents
- Project Executive Summary Approval

■ **Construction:**

In summary, the primary activities accomplished during *Construction* include:

- Complete Setup/Configuration changes
- True-up Test Plan with test case details
- True-up Architectural Design
- True-up Training Plan
- Update Conversion Plan
- Update the Implementation and Contingency Plan
- Update Master Project Plan and WBS

The following deliverables will be created during *Construction* phase:

- Updated Implementation and Contingency Plan
- Updated Conversion Plan

- Updated CVR Traceability Matrix
- Updated Master Project Plan and WBS
- Final Test Plan to include detailed test cases
- Final Training Plan
- Project Code (source code)

■ **Testing:**

In summary, the primary activities accomplished during *Testing* include:

- True-up Architectural Design
- True-up the Implementation and Contingency Plan
- True-up the Conversion Plan
- Mock Cutovers
- User Acceptance Testing

The following deliverables will be created during *Testing* phase:

- CVR Traceability Matrix (updated with UAT)
- Test Analysis Report
- Test Phase Approval Form
- Final Implementation and Contingency Plan
- Final Conversion Plan
- Updated Master Project Plan and Master Project Schedule.
- Operators Manual
- Technical Manual
- Users Manual
- Project Code

■ **Start-Up:**

In summary, the primary activities accomplished during *Start-up* include:

- Prepare code to deploy to production
- True-up Architectural Design
- Obtain CM Approval
- Coordinate Start-up

The following deliverables will be created during *Start-up* phase:

- Provide Issues Log
- Provide necessary work-arounds
- CM Approval Verification

■ **Turn-Over:**

In summary, the primary activities accomplished during *Turn-Over* include:

- Complete Lessons Learned
- True-Up As-Built schematics
- True-up Disaster Recovery Plan

The following deliverables will be created during *Turn-Over* phase:

- Code and Application moved to Production
- Architectural Design (as-built) document.
- Final CVR Traceability Matrix
- Final Master Project Plan and Master Project Schedule
- Final Disaster Recovery Plan
- Lesson Learned Document

Communication Plan

A formal process will be employed to facilitate communication during the project. There will be two key vehicles for providing this communication: a weekly status report and a weekly status meeting.

- Vendor working in conjunction with the JEA Project Manager will compile status reports with the frequency defined above for distribution to both JEA and Vendor management prior to scheduled status meeting.
- Meetings will be held with the frequency defined above to review overall status, the project schedule and open issues noted in the status report.

Change Management

During the course of a project, issues or perceived needs may occur that have the potential to *change* the project Work Plan or the SOW. It's the responsibility of every member of the team to actively participate in the management of the changes. Management doesn't mean approval or denial – it means identifying the changes before they go into effect; weighing the costs and benefits; calculating the effect of implementation on the schedule, budget and quality of the project; and considering all factors and assigning responsibility to those changes approved for implementation.

Two categories of change request are possible: one that can be approved by the Project Business Director/Manager and one that can only be approved by the PMO Director. JEA's Project Manager is responsible for determining if the requested change requires PMO Director action.

Project Completion

The successful completion of a project includes:

1. All of the service deliverables identified within this SOW have been delivered, implemented, transitioned and accepted or deemed accepted, to a functional Production Environment in accordance with the agreed upon Work Plan and Statement of Work, including approved Change Request Forms.
2. Vendor has delivered support for 30-60 days.

Documentation

The following documentation is required as part of a system(s) installation. This requirement includes on-going updates to reflect changes as performed.

1. System administration manuals
2. A quick reference guide for each user for each system and application with access to comprehensive user guides via JEA's intranet or current network drives.
3. As-built drawings to include:
 - a) One line schematic drawing of the application servers, network equipment and connectivity
 - b) To be provided in both hardcopy and Visio electronic format.

Formal Handover

The proposer will provide a formal handover process to ensure that skills and knowledge are transferred to JEA staff.

ATTACHMENT B:
POLICY
POLICY:
B0010 008

REMOTE ACCESS

TS

TITLE:
Network

Remote Access to JEA

CREATION DATE: November 03, 2003

REVISED: May 01, 2008

1.0 Purpose

This policy provides standards for remotely connecting to the JEA network from any device. These standards are designed to minimize the potential harm to JEA that may result from unauthorized use of JEA resources. Damages include the loss of sensitive or company confidential data, intellectual property, damage to public image, damage to critical JEA internal systems, etc.

2.0 Scope

This policy applies to all employees, contractors, consultants, temporaries and all other personnel affiliated with third parties utilizing remote access to the JEA network via any access method. Remote access is considered those that are not directly connected to the JEA network including but not limited to ISDN, VPN, Wireless Technologies, Cable modems, Dialup modems, etc.

3.0 Policy

Any form of remote access to the JEA network must be through a secure connection. An active network account and password policy requirements are required for authentication.

3.1 Guidelines

- 3.1.1** JEA will provide remote access for authorized users to access JEA computing and network resources from remote locations.
- 3.1.2** Remote access will be set up and managed by the JEA Information Security group.
- 3.1.3** Secure remote access must be strictly controlled. Authentication to the JEA network will require an authorized user ID and strong password.
- 3.1.4** The preferred method of remote access to the JEA network is Citrix Remote Access.
- 3.1.5** VPN access is reserved for applications that cannot be served via Citrix. Access to VPN will be by JEA-issued computers only.
- 3.1.6** Remote access privileges will be based upon a machine satisfactorily passing a scan to determine the health of the operating system and anti-virus software.
- 3.1.7** Any form of remote access will be monitored and controlled for compliance with JEA Policies.
- 3.1.8** Dual homing and Split-tunneling will not be permitted.
- 3.1.9** If there is damage to JEA network, applications, etc., due to the negligence of the remote user to maintain his/her system, the remote user and/or user's company will be held financially responsible for the direct costs of repairing and restoring the damaged systems back to their original state.
- 3.1.10** If JEA determines that the remote user is accessing JEA through a different location or workstation than the one originally approved, remote access privileges will be revoked permanently and will be subject to disciplinary actions.
- 3.1.11** The following forms must be completed in full and signed before access to the JEA corporate network via remote access methods can be granted.
 - 1. Remote Access Request Form
 - 2. Remote Access Compliance Form
- 3.1.12** The physical environment is the responsibility of the user with remote access privileges and is to comply with JEA requirements. The user is to ensure that adequate security provisions are implemented in their remote work environment and common practices are used to keep their client system secure against unauthorized access to the JEA network. Users that are, utilizing their personal computer, are a de facto extension of the JEA network and are subject to the same rules and regulations that apply to JEA owned equipment.
- 3.1.13** Remote access methods will meet all JEA Standards and Guidelines. There are no exceptions.

- 3.1.14** User-IDs may not be utilized by anyone but the individuals to whom they have been issued. At no time should any authenticated user with remote access privileges provide his or her login and password to associates, friends, family members or others.
- 3.1.15** Remote access users will not store passwords on their device used to access the JEA network.
- 3.1.16** Computers or networks making remote connection to the JEA network must utilize current virus scanning and repair programs and personal firewalls; this includes personal computers.
- 3.1.17** Remote access users are responsible for selecting an Internet Service Provider, coordinating installation, installing any required software and paying associated fees. Non-JEA owned equipment must be configured to comply with JEA's remote access policies.

4.0 Enforcement

JEA reserves the right to refuse remote access privileges to any user and/or terminate remote access at any time.

- 4.1** Access may be revoked at any time for reasons with or without cause including non-compliance with security policies, a request from the user's JEA manager or director or if the user has caused a negative impact on network performance.
- 4.2** Any authenticated network ID found to have violated this policy is subject to removal from the JEA network permanently.
- 4.3** Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.
- 4.4** Any known violation of this policy should immediately be reported to the Network Operations Center, the JEA Help Desk or the immediate JEA Supervisor.

5.0 Exceptions

None

6.0 Standards

Approved remote access to the JEA network should abide by the following standards in regards to security concerns and daily operations.

- 6.1** Authentication. All remote access will require authentication at the entry point to the network upon connection. Passwords will meet password JEA password policy guidelines.
- 6.2** Access Control. Access will be granted to remote users based on the need to know.
- 6.3** Termination. Processes are in place for removal of user accounts when remote access is no longer needed.
- 6.4** Audit Logs. Remote access will be monitored and JEA reserves the right to use whatever means necessary to investigate impacts to the JEA network.

7.0 Remote Access Offerings

- 7.1** JEA Intranet. The JEA Intranet is a secure way to access selected Web sites on JEA's corporate network via the JEA QUEST page. Only authorized users will be allowed access to the JEA Intranet.
- 7.2** VPN. Access to JEA network resources from remote locations to the JEA network can utilize Virtual Private Network (VPN) gateways. The benefit of this type of connection is that the remote user can utilize their existing Internet Service Provider. The VPN tunnel provides a secure private network path between the user and the JEA network. Access to JEA resources requires TCP/IP communications protocol.
 - 7.2.1** VPN users will ensure system updates and virus signatures are current prior to having VPN access granted.
 - 7.2.2** VPN users will be automatically disconnected from the JEA network after thirty minutes of inactivity. The user must then logon again to reconnect to the network. Pings or other artificial network processes are not to be used to keep the connection open.
- 7.3** Email. Exchange allows an authenticated email user to access their email account from any internet accessible computer using a Web Browser. The remote computer must be using IE5.0 and above. Additional information can be obtained from the JEA Intranet site.

- 7.4** Analog/ISDN
 - 7.4.1 Analog lines are only used for fax machines and approved PC modem connections.
 - 7.4.2 All fax machines must be placed in a centralized administrative area designated for departmental use, and away from other computer equipment. Fax machines are not placed in personal cubicles.
 - 7.4.3 Computers will not be connected to analog lines without prior approval from JEA management.
 - 7.4.4 All machines with active Ethernet connections will never be connected to analog lines simultaneously.
- 7.5** Dial-In
 - 7.5.1 All Dial-In access will be granted on a case by case basis. JEA management has approving authority on all requests.
 - 7.5.2 It is the responsibility of employees with dial-in access privileges to ensure the dial-in connection to JEA is not used by non-employees to gain access to company information system resources.
 - 7.5.3 Dial-in accounts not used for a period of three months will expire and no longer function.

8.0 Definitions

- 8.1** Cable Modem - Cable companies such as AT&T Broadband provide Internet access over Cable TV coaxial cable. A cable modem accepts this coaxial cable and can receive data from the Internet at over 1.5 Mbps. Cable is currently available only in certain communities.
- 8.2** CHAP - Challenge Handshake Authentication Protocol is an authentication method that uses a one-way hashing function.
- 8.3** DLCI - Data Link Connection Identifier (DLCI) is a unique number assigned to a Permanent Virtual Circuit (PVC) end point in a frame relay network. DLCI identifies a particular PVC endpoint within a user's access channel in a frame relay network, and has local significance only to that channel.
- 8.4** Dial-in Modem - A peripheral device that connects computers to each other for sending communications via the telephone lines. The modem modulates the digital data of computers into analog signals to send over the telephone lines, then demodulates back into digital signals to be read by the computer on the other end; thus the name "modem" for modulator/demodulator.
- 8.5** Dual Homing - Having concurrent connectivity to more than one network from a computer or network device. Examples include: Being logged into the corporate network via a local Ethernet connection, and dialing into AOL or other internet service provider (ISP). Being on a JEA provided Remote Access home network, and connecting to another network, such as a spouse's remote access. Configuring an ISDN router to dial into JEA and an ISP, depending on packet destination.
- 8.6** DSL - Digital Subscriber Line (DSL) is a form of high-speed Internet access competing with cable modems. DSL works over standard phone lines and supports data speeds of over 2 Mbps downstream (to the user) and slower speeds upstream (to the Internet).
- 8.7** Frame Relay - A method of communication that incrementally can go from the speed of an ISDN to the speed of a T1 line. Frame Relay has a flat-rate billing charge instead of a per time usage. Frame Relay connects via the telephone company's network.
- 8.8** ISDN - There are two flavors of Integrated Services Digital Network or ISDN: BRI and PRI. BRI is used for home office/remote access. BRI has two "Bearer" channels at 64kbit (aggregate 128kb) and 1 D channel for signaling info.
- 8.9** Remote Access - Any access to JEA's corporate network through a non-JEA controlled network, device, or medium.
- 8.10** Split-tunneling - Simultaneous direct access to a non-JEA network (such as the Internet, or a home network) from a remote device (PC, PDA, WAP phone, etc.) while connected into JEA's corporate network via a VPN tunnel. VPN Virtual Private Network (VPN) is a method for accessing a remote network via tunneling" through the Internet.

9.0 Revisions

JEA reserves the right to modify or amend this policy at any time. This document will be reviewed annually.

/s/ Bill Kearson
Acting Director, Information Security

EFFECTIVE DATE: _____

ATTACHMENT C
Consultant Security Forms



TECHNOLOGY SERVICES PROCEDURE:

TS B0900 002 Acceptable Use

TITLE:

Acceptable Use

CREATION DATE: February 16, 2004

REVISED: June 30, 2005

Overview: It is not the intent of this procedure to impose restrictions that are contrary to JEA's established culture of openness, trust and integrity. Technology Services is committed to protecting JEA's employees, partners and the company from illegal or damaging actions by individuals, either knowingly or unknowingly.

Internet/Intranet/Extranet-related systems, including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic mail, WWW browsing, and FTP, are the property of JEA. These systems are to be used for business purposes in serving the interests of the company, and of our clients and customers in the course of normal operations. Please review Human Resources policies for further details.

Effective security is a team effort involving the participation and support of every JEA employee and affiliate who deals with information and/or information systems. It is the responsibility of every computer user to know these guidelines, and to conduct their activities accordingly.

Purpose: This procedure outlines the acceptable use of computer equipment at JEA and establishes rules to protect both employees and JEA. Inappropriate use of computer equipment exposes JEA to unacceptable risks, including virus attacks, compromise of network systems and services, and legal issues.

Scope: This policy applies to employees, contractors, consultants, temporaries, and other workers at JEA, including all personnel affiliated with third parties. In addition, this procedure applies to all equipment that is owned or leased by JEA.

Definitions:

Spam - Unauthorized and/or unsolicited electronic mass mailings.

Malware - Software designed specifically to damage or disrupts a system, such as a virus or a Trojan horse.

General Use and Ownership

- A. While JEA's network administration desires to provide a reasonable level of privacy, users should be aware that the data they create on the corporate systems remains the property of JEA. Because of the need to protect JEA's network, management cannot guarantee the confidentiality of information stored on any network device belonging to JEA.
- B. Employees are responsible for exercising good judgment regarding the reasonableness of personal use. Individual departments are responsible for creating guidelines **concerning** personal use of Internet/Intranet/Extranet systems. In the absence of such policies, employees should be guided by departmental policies on personal use, and if there is any uncertainty, employees should consult their supervisor or manager.
- C. Technology Services recommends that any information that users consider sensitive or vulnerable be **encrypted**. For guidelines on information classification, see [JEA] *Information Sensitivity Policy*.

- D. For security and **network** maintenance purposes, authorized individuals within JEA may monitor equipment, systems and network traffic at any time, per the JEA Audit Policy.
- E. JEA reserves the **right** to audit networks and systems on a periodic basis to ensure compliance with this procedure.

Security and Proprietary Information

- A. The user interface for information contained on Internet/Intranet/Extranet-related systems should be classified as either confidential or not confidential, as defined by corporate **confidentiality** guidelines, details of which can be found in Human Resources policies. Examples of confidential information include but are not limited to: company private, corporate strategies, competitor sensitive, trade secrets, specifications, customer lists, and research data. Employees should take all necessary steps to prevent unauthorized access to this information.
- B. Keep passwords secure and do not share accounts. Authorized users are responsible for the **security** of their passwords and accounts. User level passwords should be changed every 45 days. See *JEA Password Policy* document.
- C. All PCs, laptops and workstations should be secured with a password-protected **screensaver** with the automatic activation feature set at 10 minutes or less, or by logging-off when the host will be unattended.
- D. Encryption, as described in the *JEA Acceptable Encryption Policy*, should be utilized as required in the *JEA Data Sensitivity Policy*.
- E. Because information contained on portable computers is especially vulnerable, special care should be exercised. Protect laptops in accordance with the *JEA Laptop Security Policy*.
- F. Postings by employees from a JEA email address to newsgroups should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of JEA, unless posting is in the course of business duties.
- G. All hosts used by the employee that are connected to the JEA Internet/Intranet/Extranet, whether owned by the employee or JEA, shall be continually executing approved virus-scanning software with a current virus database.
- H. Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain viruses, e-mail bombs, Trojan horse code or any other malware. The computer user should be aware of computer viruses and other destructive programs and take steps to avoid being a victim or unknowingly distributing these processes.

III. Unacceptable Use

- A. The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration **staff** may have a need to disable the network access of a host if that host is disrupting production services). Under no circumstances is an employee of JEA authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing JEA-owned resources.
- B. The lists below are an attempt to provide a framework for activities which fall into the category of unacceptable use. Unacceptable uses include, but are not limited to, the following.

The following activities are strictly prohibited, with no exceptions:

1. Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by JEA.
2. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which JEA or the end user does not have an active license is strictly prohibited.
3. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question.
4. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
5. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
6. Using a JEA computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
7. Making fraudulent offers of products, items, or services originating from any JEA account.
9. Making statements about warranty, expressly or implied, unless it is a part of normal job duties.
10. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
11. Port scanning or security scanning is expressly prohibited unless prior approval from the Security Architect is received in writing.
12. Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.
13. Circumventing user authentication or security of any host, network or account.
14. Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).

15. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.
16. Providing information about, or lists of, JEA employees to parties outside JEA.
17. Other unacceptable uses include:
 - a. Violation of computer system security
 - b. Use of JEA's logo without prior approval
 - c. Violation of software license agreements
 - d. Reviewing, posting or sending obscene, pornographic, sexually explicit, or offensive materials

IV. Email and Communications Activities - See the *TS B0700 IG 209 JEA Electronic Messaging Policy*

V. Enforcement

- A. Any employee found to have violated this procedure may be subject to disciplinary action, up to and including termination of employment.
- B. Any employee found using computing and information technology resources for unethical or unacceptable practices is subject to disciplinary action, up to and including termination of employment.

Director, System Engineer Architect

EFFECTIVE DATE: September 30, 2005

[Link to MD IT Governance](#)

ATTACHMENT D

PROCUREMENT SERVICES PROCEDURE: OS A0500 PS 120B Contractor Travel
TITLE: Travel Approval and Expense Reimbursement (Contractor)
CREATION DATE: May 26, 1988 **REVISED:** June 25, 2007

PROCEDURE:

- I. **TRAVEL REQUESTS** - Contractors must request approval on travel for official JEA business prior to commencement of travel.

- II. **GENERAL TRAVEL GUIDELINES**

- A. **Constructive Point of Origin** - The application of the constructive point of origin regulation will ensure that the traveler travels the shortest reasonable distance on business. Travel shall be deemed to have begun at the usual place of business or residence, or the place where travel actually began, whichever is less.
- B. **Constructive Travel Time** is the time the traveler actually departs for his/her destination, or at the latest time the traveler could reasonably have departed in order to arrive at

his/her destination in time to accomplish the official business, whichever is later. The same applies to the return back to the point of origin.

1. Common Carrier (excluding rental automobile) Travel Time begins two hours prior to the time the traveler's conveyance actually departs.
2. Motor vehicle (including rental automobile) Travel Time begins at the time travelers actually begin driving to their destination.
3. If a traveler conducts personal business during official travel, the personal business shall be considered to have been conducted at the beginning or at the end of the travel.

C. Transportation

1. The traveler requesting approval to travel shall choose the most economical means of transportation, considering the nature of the business, the traveler's time, cost of transportation, meals, lodging and incidental expenses required.
2. Reimbursement shall be made only for travel performed over usually regularly traveled routes to the destination. When travel is by indirect route for the traveler's own convenience, reimbursement for expenses shall be based only on such charges as would have been incurred over the usually traveled route.
3. If the total miles from the departure point to destination exceeds 400 miles round trip, the mileage reimbursement for use of a private motor vehicle shall be limited to the lesser of:
 - a. IRS-authorized mileage rates described in Section 106.706 of the Ordinance Code, City of Jacksonville; or
 - b. the lowest airline common carrier coach fare available to the nearest airport plus IRS-authorized mileage rate per mile from the airport to the destination.

IV. AUTHORIZED EXPENSES

A. Airplane

1. Travel by Common Carrier shall be reimbursed at the lowest coach fare rate available (except that the first class rate is authorized if coach fare is not available). The Common Carrier shall complete The Certification of Unavailability of Coach Accommodation (Example at Exhibit A)
2. Reservations for a Saturday night stay over are encouraged if it results in a net savings after considering all incremental travel related expenses.
3. Reimbursement for rented aircraft shall be based on the hourly rental rate for the aircraft, including fuel, if the cost of renting the aircraft can be demonstrated to be less than the lowest available common carrier coach fare.
4. A copy of the ticket and itinerary must be submitted along with the expense statements.

B. Automobiles

1. If travel is by private automobile, reimbursement shall be based on IRS authorized mileage rate in existence at the time of travel. All mileage shall be completed from the constructive point of origin to the point of destination. Vicinity mileage incurred while driving on official business may also be reimbursed.
2. No other reimbursement for expenses related to the operation, maintenance and ownership of a vehicle shall be allowed when a private motor vehicle is used on public business.

C. Car Rental

1. Rental cars shall be approved only if taxis or other means of transportation are less economical or otherwise impractical.
2. Every effort shall be made to coordinate travel so that travelers share a rental car and thereby eliminate multiple cars at the same location.
3. Travelers shall use the Compact (Class B) vehicles unless the number of passengers or the volume of equipment makes the compact class impractical.
4. Personal accident insurance purchased by the traveler will not be reimbursed by JEA.
5. A copy of itemized rental car charges will be made and submitted with the expense statement.

D. LODGING

1. Reasonable reimbursement will be made for the cost of overnight lodging when a traveler is away from his/her place of residence. Travelers shall select lodging which is the most economically available, consistent with the duties being performed.
2. Travelers will be reimbursed for a single room rate; double occupancy rates may be obtained if two travelers share a room.
3. An extended stay facility may be obtained, however the expense must be reasonable and the daily cost shall not exceed \$100 per night.
4. Travelers must document all lodging expenses with itemized statement and paid receipt from lodging facility. A copy of the receipt must be submitted with the expense statement.

E. Meals

1. Meals will be reimbursed for all travelers at the following fixed subsistence rates:
 - a. Breakfast \$10 when Travel Time begins before 6:00 a.m. and extends beyond 8:00 a.m.
 - b. Lunch - \$14 when Travel Time begins before 12:00 noon and extends beyond 2:00 p.m.
 - c. Dinner - \$26 when Travel Time begins before 6:00 p.m. and extends beyond 8:00 p.m.
 - d. International Travel – for travel outside of the United States, the per diem rate is doubled to \$100 per day.
2. A per diem rate of \$50 will be paid for an entire day when Travel Time for that day begins before 6:00 a.m. and extends beyond 8:00 p.m.
3. Meal subsistence may not be claimed for meals (except those provided by common carrier transportation) made available without specific charge at a seminar, conference or training session.

F. Telephone Calls

1. Communication expenses, necessary to conduct official JEA business shall be allowed as a reimbursable expense.

2. Personal long distance phone charges shall be allowed as a reimbursable expense when travelers must call family members, or caretakers for dependents, to tell of travel delays. Any other routine or non-emergency personal calls shall be at the expense of the traveler and shall not be reimbursed.
3. A receipt documenting the telephone charges shall be submitted with the Travel Expense Statement.

G. Incidental Transportation Expenses

The following expenses incidental to transportation of the traveler may be reimbursed:

1. Taxi fare
2. Ferry fares, bridge, rail and tunnel tolls
3. Storage and parking fees
4. Reasonable tips for transportation of baggage (not to exceed \$1.00 per bag per transfer/2 bags maximum). (Receipts not required.)

V. TRAVEL REIMBURSEMENT:

- A. JEA will reimburse the contractor in accordance with the payment terms and conditions as outlined in the company's contract or purchase order. All invoices must be submitted to A/P for payment.
- B. JEA will only reimburse the contractor for travel expenses that are documented with receipts submitted with the expense statement.
- C. The traveler's copy of the itinerary, ticket stubs, detailed paid hotel bill, rental car receipt, parking receipts, toll receipts, storage receipts, taxi receipts, telephone charges receipt, must accompany the request for reimbursement.

VI. DOCUMENTATION AND FORMS REQUIRED:

The Contractor's Travel Reimbursement Form shall include, but not be limited to:

- A. Name of each traveler
- B. Destination of the traveler (place of departure and destination)
- C. Dates encompassed by the travel (the time & date of departure and the time & date of return)
- D. Each day of travel will be entered in a separate column/line. Items of travel applicable to that day will be entered on the appropriate column/line. The cost of transportation (air, rental car) may be entered on day 1 of the travel.

- E. Per diem or meal allowance will be claimed as provided in Section IV. E. of this document. Subsistence rates for eligible meals will be entered in the column/line of the day claimed.
- F. Traveler shall include the actual miles traveled on official business.
- G. All other expenses associated with travel are to be itemized and entered on the specific day incurred on the appropriate column/line of the form.

SIGNED: John P. McCarthy

EFFECTIVE DATE: June 25, 2007

Revised: 12/11/2001

6/18/2001

11/29/2000

ATTACHMENT F

JEA Standard Support Level Agreement

JEA's preference is to have support of the hosted solution 24/7/365 days per year, however we do realize the cost for such support may be prohibitive.

JEA is interested in the different support priorities provided for hardware and software components of the hosted solution. Please provide detailed pricing in Section 4 in relationship to support packages offered.

Example Service Level Agreements:

Bronze Service Level:

- ☒ Disaster Recovery Time: Up to 7 days
- ☒ Disaster Recovery Data Loss: Up to 24 hrs
- ☒ Recover Site Required: No
- ☒ Help Ticket SLA: Standard
- ☒ System Response Time: 2 Seconds
- ☒ System Availability: 8 X 5
 - Up-Time: 99% is 87.6 hours of unplanned outages a year

Gold Service Level:

- ☒ Disaster Recovery Time: Up to 12 hrs
- ☒ Disaster Recovery Data Loss: Up to 4hrs
- ☒ Recover Site Required: Yes
- ☒ Help Ticket SLA: Standard
- ☒ System Response Time: 2 Seconds
- ☒ System Availability: 24 X 7
 - Up-Time: 99.5% is 43 hours of unplanned outages a year