

**SOLICITATION
FOR PARTICIPATION IN
TEMPORARY STAFFING SERVICES
FOR
JEA
JACKSONVILLE, FL**

SOLICITATION NUMBER 085-11

**MANDATORY PRE-BID MEETING
PRE-BID DATE: 6/30/11
PRE-BID TIME: 9:00AM
PRE-BID LOCATION: JEA CUSTOMER CENTER, 21 WEST CHURCH STREET, CC4 AUDITORIUM,
JACKSONVILLE, FL 32202**

BIDS ARE DUE ON 7/19/11 BY 12:00 PM

**JEA WILL OPEN BIDS ON 7/19/11 AT 2:00 PM
AT JEA CUSTOMER CENTER
21 WEST CHURCH STREET, CC6 NORTH CONFERENCE ROOM
JACKSONVILLE, FL 32202**

TABLE OF CONTENTS

1.	REQUEST FOR PROPOSALS.....	5
1.1.	SCOPE, BACKGROUND AND INVITATION.....	5
1.1.1.	SCOPE OF WORK.....	5
1.1.2.	BACKGROUND.....	5
1.1.3.	INVITATION - REQUEST FOR PROPOSAL.....	5
1.1.4.	QUESTIONS.....	5
1.1.5.	MANDATORY PRE-PROPOSAL MEETING.....	6
1.1.6.	OPENING OF PROPOSALS.....	6
1.2.	SPECIAL INSTRUCTIONS.....	6
1.2.1.	MINIMUM QUALIFICATIONS FOR SUBMISSION.....	6
1.2.2.	EVALUATION METHODOLOGY.....	7
1.2.3.	SELECTION CRITERIA.....	7
1.2.4.	NUMBER OF CONTRACTS TO BE AWARDED.....	10
1.2.5.	JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM REQUIREMENTS.....	10
1.2.6.	REQUIRED FORMS TO SUBMIT WITH PROPOSAL.....	10
1.3.	GENERAL INSTRUCTIONS.....	11
1.3.1.	ADDENDA.....	11
1.3.2.	CONFLICT OF INTEREST.....	11
1.3.3.	CONTRACT EXECUTION AND START OF WORK.....	11
1.3.4.	DEFINED TERMS.....	12
1.3.5.	EX PARTE COMMUNICATION.....	12
1.3.6.	JEA PUBLICATIONS.....	12
1.3.7.	PROHIBITION AGAINST CONTINGENT FEES.....	12
1.3.8.	RESERVATIONS OF RIGHTS TO JEA.....	12
1.3.9.	ESTIMATED QUANTITIES.....	13
1.3.10.	ETHICS (RFP).....	13
1.3.11.	MATHEMATICAL ERRORS.....	14
1.3.12.	MODIFICATION OR WITHDRAWAL OF PROPOSALS.....	14
1.3.13.	AVAILABILITY OF PROPOSALS AFTER OPENING.....	14
1.3.14.	PROTEST OF RFP AND AWARD PROCESS.....	15
1.3.15.	SHIPPING, FREIGHT, AND TRAVEL--F.O.B. DESTINATION.....	15
1.3.16.	SUBMITTING THE PROPOSAL.....	15
1.3.17.	CERTIFICATION AND REPRESENTATIONS OF THE COMPANY.....	15
1.3.18.	COMPLETING THE PROPOSAL.....	16
2.	CONTRACT TERMS AND CONDITIONS.....	16
2.1.	CONTRACT DOCUMENT AND TERMS AND CONDITIONS.....	16
2.2.	DEFINITIONS.....	16
2.2.1.	DEFINITIONS.....	16
2.2.2.	ACCEPTANCE.....	16
2.2.3.	ADDENDUM/ADDENDA.....	16
2.2.4.	ANNIVERSARY DATE.....	16
2.2.5.	AWARD.....	16
2.2.6.	BID OR PROPOSAL.....	17
2.2.7.	BID SECTION.....	17
2.2.8.	BIDDER OR PROPOSER.....	17
2.2.9.	CHANGE ORDER.....	17
2.2.10.	COMPANY.....	17
2.2.11.	COMPANY REPRESENTATIVE.....	17
2.2.12.	COMPANY SUPERVISOR.....	17
2.2.13.	CONTRACT.....	17
2.2.14.	CONTRACT ADMINISTRATOR.....	17
2.2.15.	CONTRACT DOCUMENTS.....	18
2.2.16.	CONTRACT PRICE.....	18
2.2.17.	CONTRACT TIME.....	18
2.2.18.	CONTRACTOR.....	18
2.2.19.	DEFECT.....	18
2.2.20.	FINAL COMPLETION.....	18

2.2.21.	HOLIDAYS.....	18
2.2.22.	INVOICE	18
2.2.23.	JEA	18
2.2.24.	JEA REPRESENTATIVES.....	19
2.2.25.	PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER.....	19
2.2.26.	PERFORMANCE - TOP PERFORMANCE/PERFORMER.....	19
2.2.27.	PERFORMANCE - UNACCEPTABLE PERFORMANCE/PERFORMER.....	19
2.2.28.	PROPOSAL	19
2.2.29.	PROPOSER	19
2.2.30.	PURCHASE ORDER (PO).....	19
2.2.31.	QUALITY ASSURANCE	19
2.2.32.	QUALITY CONTROL	19
2.2.33.	REQUEST FOR PROPOSALS	19
2.2.34.	SOLICITATION	20
2.2.35.	SUBCONTRACTOR.....	20
2.2.36.	TASK ORDER.....	20
2.2.37.	TERM.....	20
2.2.38.	UNIT PRICES.....	20
2.2.39.	WORK OR SCOPE OF SERVICES.....	20
2.3.	CONTRACT DOCUMENTS.....	20
2.3.1.	ORDER OF PRECEDENCE	20
2.4.	PRICE AND PAYMENTS.....	21
2.4.1.	PAYMENTS.....	21
2.4.2.	JSEB - INVOICING AND PAYMENT	21
2.4.3.	COST SAVINGS PLAN.....	21
2.4.4.	INVOICING AND PAYMENT TERMS	21
2.4.5.	OFFSETS	22
2.4.6.	TAXES.....	22
2.4.7.	TRUTH IN NEGOTIATION CERTIFICATE.....	22
2.5.	SCHEDULES, REPORTING REQUIREMENTS AND LIQUIDATED DAMAGES.....	22
2.5.1.	WORK SCHEDULES	22
2.6.	WARRANTIES AND REPRESENTATIONS	23
2.6.1.	WARRANTY (PROFESSIONAL SERVICES)	23
2.7.	INSURANCE, INDEMNITY AND RISK OF LOSS.....	23
2.7.1.	INSURANCE	23
2.7.2.	INDEMNIFICATION	24
2.7.3.	RISKS AND PROPERTY	25
2.8.	ACCEPTANCE	25
2.8.1.	ACCEPTANCE OF WORK - RECEIPT, INSPECTION, USAGE AND TESTING.....	25
2.9.	TERM AND TERMINATION	25
2.9.1.	TERM.....	25
2.9.2.	TERMINATION FOR CONVENIENCE.....	25
2.9.3.	TERMINATION FOR DEFAULT.....	26
2.10.	CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION	27
2.10.1.	CONFIDENTIALITY AND PUBLIC RECORD LAWS.....	27
2.10.2.	INTELLECTUAL PROPERTY	28
2.10.3.	PROPRIETARY INFORMATION	28
2.10.4.	PUBLICITY AND ADVERTISING.....	28
2.10.5.	OWNERSHIP OF DOCUMENTS AND EQUIPMENT	29
2.10.6.	PATENTS AND COPYRIGHTS.....	29
2.10.7.	WORK MADE FOR HIRE.....	29
2.11.	LABOR	30
2.11.1.	NONDISCRIMINATION	30
2.11.2.	LEGAL WORKFORCE.....	30
2.11.3.	PERSONNEL AND CHANGES IN COMPANY'S PROFESSIONAL PERSONNEL.....	30
2.11.4.	COMPANY'S LABOR RELATIONS	31
2.12.	COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT	31
2.12.1.	COMPANY REPRESENTATIVES	31
2.12.2.	COMPANY REVIEW OF PROJECT REQUIREMENTS.....	31

2.12.3.	CONDITIONS OF PROVISIONING	31
2.12.4.	LICENSES	32
2.12.5.	PERFORMANCE OF THE WORK.....	32
2.12.6.	SAFETY AND PROTECTION PRECAUTIONS.....	32
2.12.7.	COMPANY'S KNOWLEDGE OF THE WORK	32
2.12.8.	COMPATIBILITY OF PRODUCTS.....	32
2.12.9.	COMPLETION OF WORK (PO).....	33
2.13.	VENDOR PERFORMANCE EVALUATION	33
2.13.1.	RIGHT TO AUDIT AND FINANCIAL REPORTING.....	33
2.13.2.	VENDOR PERFORMANCE EVALUATION.....	33
2.14.	JEA RESPONSIBILITIES.....	34
2.14.1.	COORDINATION OF SERVICES PROVIDED BY JEA	34
2.15.	CHANGES IN THE WORK, CONTRACT TIME OR PRICE	35
2.15.1.	SUSPENSION OF SERVICES.....	35
2.16.	MISCELLANEOUS PROVISIONS.....	35
2.16.1.	AMBIGUOUS CONTRACT PROVISIONS.....	35
2.16.2.	AMENDMENTS.....	35
2.16.3.	APPLICABLE STATE LAW; VENUE; SEVERABILITY.....	35
2.16.4.	CHANGE IN OWNERSHIP OF COMPANY	35
2.16.5.	CHOICE OF LAW	35
2.16.6.	CUMULATIVE REMEDIES	36
2.16.7.	DELAYS	36
2.16.8.	ENTIRE AGREEMENT	36
2.16.9.	EXPANDED DEFINITIONS.....	36
2.16.10.	HEADINGS.....	36
2.16.11.	INDEPENDENT CONTRACTOR.....	36
2.16.12.	LANGUAGE AND MEASUREMENTS	36
2.16.13.	MEETINGS AND PUBLIC HEARINGS	36
2.16.14.	NEGOTIATED AGREEMENT	36
2.16.15.	NONEXCLUSIVE	37
2.16.16.	NONWAIVER	37
2.16.17.	PUBLIC RECORDS AND SUNSHINE LAW	37
2.16.18.	REFERENCES	37
2.16.19.	RELATIONSHIP OF THE PARTIES.....	37
2.16.20.	SEVERABILITY	37
2.16.21.	SUBCONTRACTING OR ASSIGNING OF CONTRACT	38
2.16.22.	SURVIVAL.....	38
2.16.23.	TIME AND DATE.....	38
2.16.24.	TIME OF ESSENCE	38
2.16.25.	TITLE TO MATERIALS FOUND	38
2.16.26.	USE OF JEA CONTRACTS BY THE CITY OF JACKSONVILLE.....	38
2.16.27.	WAIVER OF CLAIMS	39
2.16.28.	FORCE MAJEURE	39
2.16.29.	CHANGE IN SCOPE OF SERVICES.....	39
3.	TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK	40
4.	FORMS	40

Solicitation

1. REQUEST FOR PROPOSALS

1.1. SCOPE, BACKGROUND AND INVITATION

1.1.1. SCOPE OF WORK

The Vendor will provide competent and skilled temporary employees for short and long term assignments in skilled labor and non-skilled labor positions as requested. JEA at present has approximately 160 employees.

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: TEMPORARY STAFFING SERVICES

JEA RFP Number: 085-11

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

Proposal Due Date: July 19, 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, 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: MARIA SALGUEIRO

E-mail: SALGME@JEA.COM

1.1.5. MANDATORY PRE-PROPOSAL MEETING

There will be a Mandatory Pre-Proposal meeting. All interested Companies must attend the Pre-Proposal meeting. Companies not attending the Pre-Proposal meeting will have their proposals returned unopened. Companies must be present at the starting time of the meeting. Companies not arriving on time for the meeting will have their Proposals returned unopened.

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 MEETING ON TIME.

Meeting Time: 9:00AM

Meeting Date: June 30, 2011

Meeting Location: JEA Customer Center, 21 W. Church Street, 4th Floor Auditorium, Jacksonville, FL 32202

1.1.6. OPENING OF PROPOSALS

All Proposals received shall be publicly announced and recorded at 2:00 PM on July 19, 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.

- Bidder must have 5 years experience in temporary staffing that includes a minimum annual billing of 150,000 hours for at least one annual period within the past 3 years.

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 "Basis of Award" 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

Proposer shall provide a schedule of mark-ups for the term of the Agreement by completing the Excel Spreadsheet as described in the Proposal Questionnaire. These mark-ups shall be all inclusive and shall include all statutory costs (worker's compensation, liability insurance, taxes, etc...), profit, benefits, safety PPE listed on p.9 and all other general and administrative costs. JEA will pay for transferring employees at the payrolling rate. JEA will only pay newly sourced candidates at the short-term mark-up for six months and thereafter pay for the temporary employee at the payrolling rate. Specific pricing information should also be provided to address short-term mark-up and payrolling mark-up. Discuss volume discounts, if any. JEA will weight the New Hire mark up at 10% and the Payroll markup at 90%.

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 in 2010.

1.2.3.4. EXPERIENCE, LOCATION AND AVAILABILITY OF PROFESSIONAL PERSONNEL

Company shall provide the resumes of the Project Manager and the Recruiter who will be assigned to work on the JEA engagement. At minimum, each resume shall present the employee's name, title, years of service with the Company, years of industry experience, applicable professional registrations, education, and work experience. Resumes shall also identify any specialty or technical process expertise. Resumes should be one page in length. Longer resumes will be accepted, however, the preceding information should be highlighted with a colored marker. Resumes should also identify the individual's home office and the driving distance of this home office from JEA Headquarters (21 West Church Street, Jacksonville, FL). The resumes should also clearly identify the expected availability of the individual for the next twelve months from the date of submission of the proposal based on the Company's present workload. The availability should be expressed as a percentage i.e. number of available billable hours divided by the number of total regular work hours during the year (normally 2080 hours).

1.2.3.5.PAST PERFORMANCE/COMPANY EXPERIENCE

The Proposing Company shall provide information regarding three similar projects completed in the past five years. Similar projects are defined as 150 annual recruitments/3 Million Annual Billing). Each project must 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)

All information requested request must be provided on the proposal form. JEA will contact each reference listed.

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

For two of the three projects listed in the section above, Company shall explain how the Company managed the engagement and provide an explanation of programs or methods that will be employed to meet the following requirements:

- Recruiting of highly skilled labor and non-labor temporary positions. How will the Proposer meet the challenge of providing the wide range of skilled labor and non-labor temporaries required by JEA? Under what circumstances would you use sub-contractors? Explain your process.
- Screening: What screening, testing and training methods will you use to qualify temporary employees for assignment at JEA?
- Retention of temporary employees. What benefits, programs, or methods will the Proposer use to retain temporary employees in key positions?
- Reporting. In addition to the required reports, what types of reports will you provide to monitor staffing usage and support monthly billing?
- Management of temporary employees. What plan does the Proposer have to manage the temporary employees working at JEA?
- How will the Proposer work with current providers to transition employees currently working at JEA as temporaries? A four-week transition period is the expectation. Provide an example of a

transition the Company handled which was similar in size and scope that took place over a similar time frame.

- What methods will you use to ensure JEA is satisfied with the level of service and quality of temporary employees?
- Provide Company overview and financial information on sub-contractors currently used. Include a brief synopsis to include types of positions filled and most recent annual hours billed. Describe your process for evaluating and qualifying new sub-contractors. How will you measure their performance? List the names of subcontractors you will use to meet the requirements of this bid.
- What methods will the Proposer use to ensure a satisfactory match when placing a temporary employee on an assignment with JEA?
- What methods do you use to monitor the level of satisfaction of the temporary employee while on an assignment with JEA?
- Describe any programs or practices you use to monitor the level of satisfaction of JEA with the temporary employees assigned to JEA.
- Describe any strategies used by the Proposer to prepare and ensure success of employees on assignment at JEA.
- What method(s) will be used to evaluate the performance of temporary employees assigned to JEA?
- Provide description of online time approval system and any system requirement to implement. A brief description of the system capabilities.

1.2.3.7.PROJECT MANAGER PROXIMITY TO JEA

Required Information:

Provide the location of the office of the Project Manager to serve JEA and its distance from JEA Headquarters (21 West Church St). Office must have been operational at least 12 months and staff at least three employees. JEA will use Google Maps to verify distance.

1.2.3.8.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 also indicate whether it intends to subcontract any services to JSEB certified firms. Points in this category will be assigned as follows:

The points will be awarded as follows:

Amount of non-driving work that will be subcontracted:

JEA certified JSEB = 5 pts,

Non-JSEB with JSEB partner:

>20% of work = 4 pts

≥ 20% of work = 3 pts

≥ 18% of work = 2 pts

≥ 14% of work = 1 pt

10% of work = 0 pts

1.2.3.9. 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 a CD copy of your proposal.

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

Bid Form

List of JSEB Certified Firms (if applicable)

List of Subcontractors/Shop Fabricators (if applicable)

Minimum Qualifications Form

Company's 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 participated in the drafting of an invitation to bid or request for proposals, or 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. 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.

1.3.4. DEFINED TERMS

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

1.3.5. 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.

1.3.6. JEA PUBLICATIONS

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

1.3.7. 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.

1.3.8. RESERVATIONS OF RIGHTS TO JEA

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

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.

1.3.9. 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 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.

1.3.10. 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.

1.3.11. MATHEMATICAL ERRORS

In the event of mathematical errors in the prices entered on the Bid Form or in the addition of a total for any base bid, unit prices will prevail. The corrected base bid will be used to determine the low qualified Bidder. The award of this Contract will establish the Contractor and the unit prices which are to be used during the life of the Contract.

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.

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 Field 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 - TIME AND MATERIALS

The Company shall submit to JEA an Invoice once a month for payment of all fees and expenses incurred during that month by the Company in performing the Work. JEA may elect to make a partial payment or no payment if JEA determines, at its sole discretion, and after due consideration of relevant factors, that either all, or part of the Work being invoiced is not in accordance with the Contract Documents.

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 Supplies 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 Agreement 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 Agreement, 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 Agreement.

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.

Company's Commercial General Liability and Excess or Umbrella 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 and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, its board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any 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 (SJRPP)

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 and Florida Power and Light Company (hereinafter referred to as FPL), 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 Company and any person or entity used by the 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. For purposes of this Indemnification, FPL has been included with JEA, as co-owner for their St. Johns River Power Park facility (hereinafter referred to as SJRPP). The term "FPL"

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.

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: NONE.

2.9. TERM AND TERMINATION

2.9.1. TERM

2.9.1.1. MULTIYEAR

The Contract Term is anticipated to be: three (3) years with one (1) optional one (1) year renewal.

2.9.1.2. 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 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

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.

If, within five (5) 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.

If Payment and Performance Bonds are not associated with this Contract, 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. 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.

2.10.6. 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.

2.10.7. 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 Agreement, Company shall notify the JEA Project Representative 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 Agreement. The JEA Project Representative shall have the right to reject any personnel assigned by Company to perform work under this Agreement. If the right of rejection is exercised by the JEA Project

Representative, Company shall submit for approval of the JEA Project Representative, the name or names of substitute personnel to fill the positions resulting from said rejection. The JEA Project Representative 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 Representative'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 and/or certification requirements pursuant to applicable laws, rules and regulations. The Company shall secure all licenses 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. SAFETY AND PROTECTION PRECAUTIONS

The Company shall comply with all applicable federal, state and local laws, ordinances, all JEA procedures and policies including, and 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.

2.12.7. 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.

2.12.8. 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.

2.12.9. 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.

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.

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 chooses to use Subcontractors, the Company is obligated to provide Subcontractors possessing the skills, certifications, 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.

2.16.29. 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 within Appendix B or can be obtained on the JEA website at www.jea.com.

APPENDIX A

SCOPE OF SERVICES

1. GENERAL INFORMATION ABOUT TEMPORARY STAFFING AT JEA

During 2011, JEA will spend approximately \$3 million annually for temporary staffing. This amount includes approximately 160 employees distributed among technical employees, clerical support employees and general skilled and unskilled employees.

2. TEMPORARY EMPLOYEE BENEFITS PROVIDED BY JEA

Temporary employees assigned to JEA will accrue up to 10 days paid time off to be used for sick days and vacation. These days will be available to employees after 6 months of continuous, full-time employment. Additionally, temporary employees assigned to JEA positions will be paid for 11 holidays and may be eligible for training at JEA expense, if requested by his/her manager.

3. GOALS

JEA recognizes that temporary staffing is a strategic component of its operation strategy and is seeking to identify a vendor who displays ethical and consistent treatment of temporary employees while providing affordable pricing to its long-term customers.

As a result of this vendor selection process, JEA seeks to accomplish the following specific goals:

- 3.1 Establish a master vendor who will provide temporary staffing support to all divisions and departments of JEA/SJRPP through direct recruiting or sub-contracting arrangements with other vendors,
- 3.2 Establish a standardized rate structure for all temporary employees reported on one monthly bill with detailed explanatory documentation,
- 3.3 Create a streamlined process for the hiring of temporary employees,
- 3.4 Ensure consistency in quality of temporary employees and how their performance will be measured,
- 3.5 Ensure consistency in the benefits offered to temporary employees, and
- 3.6 Develop a process to enforce optimum performance requirements for temporary employees.

4. SCOPE

- 4.1 The Vendor will provide competent and skilled temporary employees for short and long term assignments in skilled labor and non-skilled labor positions as requested.
 - 4.1.1 When applicable, Proposer will provide JEA with a subcontractor list. Proposer will be held fully responsible for the performance of all subcontracted work. Proposer assumes the responsibility that any or all subcontractors meet all the requirements of this contract.
- 4.2 The Vendor will ensure that all employees have appropriate certifications, training and equipment (including safety shoes and prescription safety glasses) necessary to complete the tasks required by the position as defined by JEA. The Vendor will remove any temporary employee who JEA considers in its sole discretion to be unsatisfactory. (JEA will provide Orientation to temporary employees as well as ongoing safety training as appropriate to the position.)
- 4.3 The Vendor will complete initial drug and background screening for each temporary employee assigned to JEA at no additional cost to JEA. The initial drug screen performed by the Vendor must conform to the JEA policy standards. Background check

shall include employment verification, education, driver's license verification, 7 year criminal background check (county and national, all places lived and worked in last seven years) and credit check (if required for the position), and social security verification, sexual predator list, an education screening, reference checks and initial 5-panel drug screening for each temporary employee assigned to JEA.

- 4.4 The Vendor will provide itemized monthly invoicing with supporting reports by cost center which identify the manager's name, the temporary employee name, start date of JEA assignment, position title, number of hours worked, hourly rate of pay, amount of initial encumbrance, expenditures, current balance, and date of next performance review.
- 4.5 Vendor must demonstrate minimum reporting capabilities to ensure JEA's managers will receive supporting documentation for monthly invoices that includes manager name, temporary employee name and position, start date of JEA assignment, hourly rate of pay, number of hours worked, amount of initial encumbrance, expenditures, current balance, and the next employee performance review date.

The Vendor will also provide additional reporting as requested by JEA that may be required to track number of classifications of temporary employees assigned, performance review dates and annual increases, employee turnover, and any other similar data relating to the relationship between JEA and the Vendor.
- 4.6 Per JEA policy, no temporary employee will be assigned to JEA for a term exceeding 5 years.
- 4.7 Final cost to JEA must reflect hourly markup expressed as a percentage that is all inclusive with no additional expense to JEA.
- 4.8 Vendor must be able to provide one monthly invoice to JEA that reflects all master vendor and subcontractor temporary employee hours and supported by detailed reporting.
- 4.9 Vendor must offer basic health coverage to employees at no additional cost to JEA.

Our current contractor offers the following benefits to our temporary employees:
Medical
Vision
Dental
Term life and accidental death Insurance
401K- includes company match after 1,000 hours of service
Short Term disability
Employee assistance program
- 4.10 JEA will not provide office space at the JEA facility. If office space is available at time of Contract on the JEA Facility, the Vendor may rent that space at a negotiated price.
- 4.11 Vendor must be willing to transition any agency temporary employee to JEA temporary employee status (at no additional cost to JEA) once the temporary has worked on assignment at JEA for a cumulative 90 days in any position.
- 4.12 Vendor will charge JEA at the payroll mark-up for transferring employees (approximately 160). Proposer will charge JEA the short-term mark-up for six months for newly sourced candidates and thereafter charge JEA the payrolling rate.
- 4.13 Vendor must have a local office within Duval county or surrounding areas.

085-11 TEMPORARY STAFFING SERVICES
MINIMUM QUALIFICATION FORM

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.

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:

- Bidder must have 5 years experience in temporary staffing that includes a minimum annual billing of 150,000 hours for at least one annual period within the past 3 years.

Years In Business providing Temporary Staffing:_____

Annual Billing Hours:_____

085-11 TEMPORARY STAFFING SERVICES

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

Proposer shall provide a schedule of mark-ups for the term of the Agreement by completing the Excel Spreadsheet as described in the Proposal Questionnaire. These mark-ups shall be all inclusive and shall include all statutory costs (worker's compensation, liability insurance, taxes, etc...), profit, benefits, safety PPE listed and all other general and administrative costs. JEA will pay for transferring employees at the payrolling rate. JEA will only pay newly sourced candidates at the short-term mark-up for six months and thereafter pay for the temporary employee at the payrolling rate. Specific pricing information should also be provided to address short-term mark-up and payrolling mark-up. Discuss volume discounts, if any. JEA will weigh the New Hire mark up at 10% and the Payroll markup at 90%.

FINANCIAL RESPONSIBILITY

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

Years in Business: _____

Changes in ownership: _____

Revenues from 2010: _____

EXPERIENCE, LOCATION AND AVAILABILITY OF PROFESSIONAL PERSONNEL

Company shall provide the resumes of the Project Manager and the Recruiter who will be assigned to work on the JEA engagement. At minimum, each resume shall present the employee's name, title, years of service with the Company, years of industry experience, applicable professional registrations, education, and work experience. Resumes shall also identify any specialty or technical process expertise. Resumes should be one page in length. Longer resumes will be accepted, however, the preceding information should be highlighted with a colored marker. Resumes should also identify the individual's home office and the driving distance of this home office from JEA Headquarters (21 West Church Street, Jacksonville, FL). The resumes should also clearly identify the expected availability of the individual for the next twelve months from the date of submission of the proposal based on the Company's present workload. The availability should be expressed as a percentage i.e. number of available billable hours divided by the number of total regular work hours during the year (normally 2080 hours).

A. Employee Name: _____

Employee Title: _____

Years of Service with Proposer: _____

Years of experience: _____

Education: _____

Professional registration(s): _____

Applicable work experience: _____

B. Employee Name: _____

Employee Title: _____

Years of Service with Proposer: _____

Years of experience: _____

Education: _____

Professional registration(s): _____

Applicable work experience: _____

PAST PERFORMANCE / COMPANY EXPERIENCE

The Proposing Company shall provide information regarding three similar projects completed in the past five years. (Similar projects are defined as 150 annual recruitments/3 Million Annual Billing). Each project must 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)

All information requested request must be provided on the proposal form. JEA will contact each reference listed.

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 _____

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

For two of the three projects listed in the section above, Company shall explain how the Company managed the engagement and provide an explanation of programs or methods that will be employed to meet the following requirements:

- Recruiting of highly skilled labor and non-labor temporary positions. How will the Proposer meet the challenge of providing the wide range of skilled labor and non-labor temporaries required by JEA? Under what circumstances would you use sub-contractors? Explain your process.
- Screening: What screening, testing and training methods will you use to qualify temporary employees for assignment at JEA?
- Retention of temporary employees. What benefits, programs, or methods will the Proposer use to retain temporary employees in key positions?
- Reporting. In addition to the required reports, what types of reports will you provide to monitor staffing usage and support monthly billing?
- Management of temporary employees. What plan does the Proposer have to manage the temporary employees working at JEA?
- How will the Proposer work with current providers to transition employees currently working at JEA as temporaries? A four-week transition period is the expectation. Provide an example of a transition the Company handled which was similar in size and scope that took place over a similar time frame.
- What methods will you use to ensure JEA is satisfied with the level of service and quality of temporary employees?
- Provide Company overview and financial information on sub-contractors currently used. Include a brief synopsis to include types of positions filled and most recent annual hours billed. Describe your process for evaluating and qualifying new sub-contractors. How will you measure their performance? List the names of subcontractors you will use to meet the requirements of this bid.
- What methods will the Proposer user to ensure a satisfactory match when placing a temporary employee on an assignment with JEA?
- What methods do you use to monitor the level of satisfaction of the temporary employee while on an assignment with JEA?
- Describe any programs or practices you use to monitor the level of satisfaction of JEA with the temporary employees assigned to JEA.
- Describe any strategies used by the Proposer to prepare and ensure success of employees on assignment at JEA.

- What method(s) will be used to evaluate the performance of temporary employees assigned to JEA?
- Provide description of online time approval system and any system requirement to implement. A brief description of the system capabilities.

PROJECT MANAGER PROXIMITY TO JEA

Provide the location of the office of the Project Manager to serve JEA and its distance from JEA Headquarters (21 West Church St). Office must have been operational at least 12 months and staff at least three employees. JEA will use Google Maps to verify distance.

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.

APPENDIX B

Title	Pay Rate	Hours FY2010		Total New Hire Rate (Weighted 10%)
Professional /Technical			Mark-up % New Hire Rate	
Applications Analyst	\$30.00	72		
Applications Analyst Senior	\$55.00	1,478		
Associate Applications Analyst	\$25.50	208		
Business Analyst	\$48.29	1,276		
System Administrator NT	\$98.00	329		
Systems Project Leader	\$55.00	2,219		
Technology IVR Programmer	\$82.00	293		
Database Administrator	\$75.00	4,220		
Project Manager	\$50.00	3,228		
Senior Operations Analyst	\$28.85	1,921		
Senior Project Scheduler	\$50.00	695		
Project Manager- Cyber Security	\$37.00	249		
Engineer II	\$100.00	234		
Technical Representative	\$135.00	823		
Byproduct Specialist	\$32.94	2,080		
SOA Consultant	\$187.50	312		
MicroComputer Specialist II	\$21.16	1,524		
Project Assistant	\$24.03	1,000		
QA/QC Risk & Change Mngmt Lead	\$80.00	1,095		
Security Analyst	\$25.00	696		
CAD Technician I	\$17.67	960		
GIS CAD Tech III	\$36.00	128		
JR. Business Analyst	\$21.20	1,032		
Engineer Technician Trainee	\$13.00	1,090		
CRAFT POSITIONS				
Facilities O&M Asst Mechanic	\$19.05	1,648		
Facilities O&M Technician	\$25.00	2,796		
Field Tech Supervisor	\$25.00	1,473		
Construction Inspector	\$22.21	2,421		
CPM Scheduler	\$50.00	840		
Apprentice Line Maintainer	\$7.21	2,217		
Apprentice Maint Mech Util Ins	\$12.00	5,688		
Certified Welding Inspector	\$50.00	2,759		
Assistant Project Administrator	\$21.76	1,282		
Meter Specialist Trainee	\$14.98	10,119		
Wastewater Operator Trainee	\$17.60	1,707		
Fuels Technician	\$20.00	1,618		
Instrument Control Technician	\$60.00	972		
Storekeeper	\$15.15	1,958		
Meter Technician	\$10.50	34,166		
SKILED/SEMI SKILL				
Mail Clerk	\$15.97	2,091		
Mail inserter Operator	\$22.50	4,200		

Public Works Utility Worker	\$15.80	1,386		
Heavy Equipment Operator	\$18.54	52,083		
Material Handler	\$12.00	1,661		
Lead Utility Person	\$14.94	8,234		
Wastewater Operator Trainee	\$17.60	1,707		
ADMINISTRATIVE				
Payroll Practitioner Senior	\$31.00	173		
Customer Care Consultant	\$16.72	1,938		
Customer Care Consultant Trainee	\$13.82	73,535		
Support Specialist	\$15.03	7,078		
Human Resource Advisor II	\$25.00	233		
			Total New Hire	\$

	100%
	payrolling
	Light Driving
	high driving

Bidder's Certification

By submitting this bid, the bidder certifies that the bidder has read a solicitation, that the person signing below is an authorized representative authorized to do business in the State of Florida, and that the Contractor has a valid contractor's license for the work.

We have received addenda _____ through _____

Handwritten Signature of Authorized Officer of Firm or Agent

Printed Name and Title

[illegible]

