

Welcome to the JEA Awards Meeting

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

We will unmute your lines during the public comment time and provide opportunity for you to speak.

During the meeting, interested persons can also email **Lynn Rix** at **rixlw@jea.com** to submit public comments to be read during the meeting regarding any matter on the agenda for consideration. Public comments by e-mail must be received no later than 9:00 a.m. to be read during the public comment portion of the meeting.

Please contact **Lynn Rix** by telephone at **(904) 665-8621** or by email at **rixlw@jea.com** if you experience any technical difficulties during the meeting.

Below is a summary of the meeting controls you will see at the bottom of your screen.



AWARDS COMMITTEE AGENDA

DATE: Thursday, December 3, 2020

TIME: 10:00 A.M.

PLACE: JEA, Customer Center, Bid Office, 1st Floor, 21 West Church Street, Jacksonville, FL 32202
OR
WebEx/Teleconference
WebEx Meeting Number (access code): 160 199 4252
WebEx Password: pxP6CqUSt63

Public Comments:

Awards:

1. Approval of the minutes from the last meeting (11/19/2020).
2. **DEFERRED** - 035-18 Request approval for a contract increase to Mistras Group Inc for non-destructive inspection services for JEA in the amount of \$200,000 for a new not-to-exceed amount of \$950,000.00, subject to the availability of lawfully appropriated funds.
3. **DEFERRED** - Request approval to award a sole source contract to The Energy Authority to provide Project Services Agreement for TEA Connected Analytics™ Services in the amount of \$478,434.31, subject to the approval of lawfully appropriated funds.
4. 081-19 Request approval to award a contract increase to Opin LLC, DBA American FR and Safety for additional fire protective clothing in the amount of \$33,500.00, for a new not-to-exceed amount of \$333,500.00, subject to the availability of lawfully appropriated funds.
5. Request approval for a change order for Network Protectors for JEA Inventory Stock in the amount of \$481,033.00, for a new not-to-exceed total of \$1,602,418.00, subject to the availability of lawfully appropriated funds.
6. 026-20 -Request approval to award a contract to Replay Systems, Inc. for the Workforce Engagement Management (WEM) Software Solution and Implementation in the amount of \$974,990.00, subject to the availability of lawfully appropriated funds.
7. Request approval to award a contract amendment to Pace Analytical Services LLC to increase the contract for environmental sampling and analysis for JEA by \$100,000.00, for a new not-to-exceed amount of \$400,000.00, subject to the availability of lawfully appropriated funds.
8. Request approval to award a contract extension to Vesta modular for Leased Modular Buildings to House Technical Training at NGS in the amount of \$92,250.00, for a new not-to-exceed amount of \$390,670.66, subject to the availability of lawfully appropriated funds.

9. **DEFERRED** - 067-20 – Request approval to award a contract to Arthur J. Gallagher Risk Management Services, Inc. for Property and Casualty Insurance Brokerage Services in the amount of \$510,000.00, subject to the availability of lawfully appropriated funds.
10. 101-20 - Request approval to award a contract to Blue Cross Blue Shield of Florida, Inc. to cover Stop Loss Policy for the employees and retirees of JEA in the amount of \$1,488,974.00, subject to the availability of lawfully appropriated funds.
11. 043-17 - Request approval to award a one (1) year contract renewal to Blue Cross Blue Shield of Florida, Inc. for Group Medical ASO with PBM services for the employees and retirees of JEA in the amount of \$33,223,355.50 with a new not-to-exceed amount of \$128,050,095.52, subject to the availability of lawfully appropriated funds.

Informational Items: A1 Pole Attachment Inventory Audit Award

Open Discussion: N/A

Public Notice: N/A

General Business: N/A

SPECIAL NOTES: Copies of the above items are available in JEA Procurement, if needed for review. If a person decides to appeal any decision made by the Awards Committee, with respect to any matter considered at this meeting, that person will need a record of the proceedings, and, for such purpose, needs to ensure that a verbatim record of the proceedings is made, which record includes the evidence and testimony upon which the appeal is to be based. If you have a disability that requires reasonable accommodations to participate in the above meeting, please call 665-8625 by 8:30 a.m. the day before the meeting and we will provide reasonable assistance for you.

12-03-2020 Awards Committee

<u>Award #</u>	<u>Type of Award</u>	<u>Business Unit</u>	<u>Estimated/Budgeted Amount</u>	<u>Amount</u>	<u>Awardee</u>	<u>Term</u>	<u>Summary</u>
1	Minutes	N/A	N/A	N/A	N/A	N/A	Approval of minutes from the 11/19/2020 meeting.
2-Defer	Defer	Defer	Defer	Defer	Defer	Defer	Defer
3-Defer	Defer	Defer	Defer	Defer	Defer	Defer	Defer
4	Contract Increase	Erixton	N/A	\$33,500.00	Opin, LLC dba American FR and Safety	Three (3) Years w/ Two (2) – 1 Yr. Renewals	To provide Fire Resistant clothing for various business units. FY21 - \$33,500.00
5	Contract Amendment	McElroy	\$481,033.00	\$481,033.00	Cooper Power Systems, LLC	Five (5) Years	<u>Network Protectors for JEA Inventory Stock</u> The estimated contract spend details are below: <ul style="list-style-type: none"> FY21: \$374,996.00 FY22-FY25: \$106,037.00 Original Amount: \$1,121,385.00 Amendment: \$481,033.00 NTE: \$1,602,418.00
6	Invitation to Negotiate (ITN) 8 respondents	Dugan	\$975,000.00	\$974,990.00	Replay Systems, Inc.	Five (5) Years w/ One (1) Year Renewal	<u>Workforce Engagement Management (WEM) Software Solution and Implementation</u> The estimated contract spend details are below: <ul style="list-style-type: none"> FY21: \$376,998.00 FY22-\$149,498.00 FY23-\$149,498.00 FY24-\$149,498.00 FY25\$149,498.00 NTE: \$974,990.00
7	Contract Amendment	Young	\$100,000.00	\$100,000.00	Pace Analytical Services, LLC	Three (3) Years w/Two (2) – 1 Yr. Renewals	<u>Environmental Sampling and Analysis for JEA</u> Awarded informally on 04/26/2017 for a not-to-exceed amount of \$300,000.00 to Pace Analytical Services LLC. This award request is for a contract increase to Pace Analytical Services LLC for the environmental sampling and analysis of drinking water.
8	Contract Extension	McElroy	\$92,250.00	\$92,250.00	Vesta Housing Solutions LLC dba Vesta Modular	15 months	<u>Leased Modular Buildings to House Technical Training at NGS</u> The estimated contract spend details are below: <ul style="list-style-type: none"> FY21: \$67,650.00 FY22: \$24,600.00 Original Amount: \$298,420.66 Change Order: \$92,250.00 NTE: \$390,670.66
9 - Defer	Defer	Defer	Defer	Defer	Defer	Defer	Defer
10	Invitation to Negotiate (ITN) 2 Respondents	Emanuel	Self-insured fund	\$1,488,974.00	Blue Cross Blue Shield of Florida, Inc.	One (1) Year	<u>Stop Loss Policy</u> The estimated contract spend details are below:

12-03-2020 Awards Committee

							<ul style="list-style-type: none"> FY21: \$1,116,731.25 FY22: \$372,242.75 NTE: \$1,488,974.00
11	Renewal	Emanuel	Self-insured fund	\$33,223,355.50	Blue Cross Blue Shield of Florida, Inc.	One (1) Year w/Four (4) – 1 Yr. Renewals	<p><u>Group Medical ASO and PBM Plan</u></p> <p>The estimated contract spend details are below:</p> <p>Original Amount: \$32,300,594.00 Previous Change orders: \$62,526,146.02 Renewal Amount: \$33,223,355.50 NTE: \$128,050,095.52</p>
Total Award				\$36,904,102.50			

JEA AWARDS COMMITTEE

NOVEMBER 19, 2020 MEETING MINUTES

The JEA procurement Awards Committee met on November 19, 2020, in person with a WebEx option

WebEx Meeting Number (access code): 160 199 4252

WebEx Password: pxP6CqUSt63

Members in attendance were Jenny McCollum as Chairperson, Laure Whitmer as Budget Representative, Julia Davis as Office of General Counsel Representative; with Steve Tuten, Joe Orfano, Stephen Datz, Wayne Young, and Alan McElroy as voting Committee Members.

Chair McCollum called the meeting to order at 10:05 a.m., introduced the Awards Committee Members, and confirmed that there was a quorum of the Committee membership present.

Public Comments:

Chair McCollum recognized the public comment speaking period and opened the meeting floor to public comments. No public comments were provided by email, phone or videoconference.

Awards:

1. Chair McCollum verbally presented the Committee Members the proposed November 5, 2020 minutes contained in the board packet.

MOTION: Alan McElroy made a motion to approve the November 5, 2020 minutes (Award Item 1). The motion was seconded by Steve Tuten and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 3-12 and 14-15:

2. **DEFERRED** - Request approval for a change order for Network Protectors for JEA Inventory Stock in the amount of \$481,033.00 for a new not-to-exceed total of \$1,602,418.00, subject to the availability of lawfully appropriated funds.
3. Request approval to award a contract amendment increase to Gate Fleet Services for Fuel Supply, Fuel Cards, & Related Services in the amount of \$2,246,568.11, for a new total not-to-exceed amount of \$6,756,541.22, subject to the availability of lawfully appropriated funds.

MOTION: Stephen Datz made a motion to approve Award Item 3 as presented in the board packet. The motion was seconded by Wayne Young and approved unanimously by the Awards Committee (5-0).

4. Request approval to award a three and a half (3.5) month contract renewal to CLEAResult Consulting, LLC for Solar Battery Customer Rebate Program in the amount of \$330,101.40, for a not-to-exceed amount of \$1,210,101.40, subject to the availability of lawfully appropriated funds.

MOTION: Steve Tuten made a motion to approve Award Item 4 as presented in the board packet. The motion was seconded by Alan McElroy and approved unanimously by the Awards Committee (5-0).

5. Request approval to award a sole source award to CBRE, Inc. for Owner's Representative Services for the proposed JEA Hardened Facility for a not-to-exceed amount of \$303,978.00, subject to the availability of lawfully appropriated funds. The duration of the assignment should be through project completion.

MOTION: Joe Orfano made a motion to approve Award Item 5 as presented in the board packet. The motion was seconded by Stephen Datz and approved unanimously by the Awards Committee (5-0).

6. 080-20 – Request approval to award a contract to Kudzue 3 Trucking, Inc. for Southside Service Center (SSSC) Asphalt Paving Improvements in the amount of \$447,583.62, subject to the availability of lawfully appropriated funds.

MOTION: Stephen Datz made a motion to approve Award Item 6 as presented in the board packet. The motion was seconded by Wayne Young and approved unanimously by the Awards Committee (5-0).

7. Request approval to award a contract amendment to Garney Companies, Inc. for CMAR Services for the Bartram/US 1 and Cecil Field Water Main projects in the amount of \$3,967,259.00 for a new not-to-exceed amount of \$13,524,620.73, subject to the availability of lawfully appropriated funds.

MOTION: Alan McElroy made a motion to approve Award Item 7 as presented in the board packet. The motion was seconded by Steve Tuten and approved unanimously by the Awards Committee (5-0).

8. Request approval for payment to Nassau County for the William Burgess Water Main Extension project engineering services in the amount of \$133,345.00, subject to the execution of the MOU and the availability of lawfully appropriated funds.

MOTION: Wayne Young made a motion to approve Award Item 8 as presented in the board packet. The motion was seconded by Stephen Datz and approved unanimously by the Awards Committee (5-0).

9. 093-20 - Request approval to award a contract to Henkels & McCoy Inc for construction services for circuit 915 in the amount of \$1,540,457.58, subject to the availability of lawfully appropriated funds.

MOTION: Alan McElroy made a motion to approve Award Item 9 as presented in the board packet. The motion was seconded by Wayne Young and approved unanimously by the Awards Committee (5-0).

10. Request approval to award a contract to Solid State Controls LLC, DBA Ametek Solidstate Controls for the supply of four UPS systems for BBGS in the amount of \$313,252.00, subject to the availability of lawfully appropriated funds.

MOTION: Alan McElroy made a motion to approve Award Item 10 as amended. The motion was seconded by Wayne Young and approved unanimously by the Awards Committee (5-0).

11. Request approval to award a change order to Oracle, Inc. for Oracle CAMS Unifier project related staffing changes, additional interfaces, and Oracle managed services in the amount of \$189,510.00, for a new not-to-exceed amount of \$1,354,713.00, subject to the availability of lawfully appropriated funds.

MOTION: Stephen Datz made a motion to approve Award Item 11 as presented in the board packet. The motion was seconded by Steve Tuten and approved unanimously by the Awards Committee (5-0).

12. Request approval to award a one (1) year proprietary award to Oracle America Inc. for maintenance and support services for Oracle E-Business Suite (EBS), Oracle Databases and Middleware in the amount of \$2,895,506.84, subject to the availability of lawfully appropriated funds.

MOTION: Steve Tuten made a motion to approve Award Item 12 as presented in the board packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

13. **DEFERRED** - 084-20– Request approval to award a contract to Insituform Technologies, LLC for construction services for Cured-In-Place Pipe (CIPP) Unit Price Construction projects in the amount of \$1,500,000.00, subject to the availability of lawfully appropriated funds..

14. Request approval for ratification of the emergency purchase from the Mayo Clinic Florida of COVID-19 Return to Work Testing in the amount of \$96,464.00, subject to the availability of lawfully appropriated funds.

MOTION: Alan McElroy made a motion to approve Award Item 14 as presented in the board packet. The motion was seconded by Wayne Young and approved unanimously by the Awards Committee (5-0).

15. Request approval for a sole source award to Beaches Energy Services in the amount of \$235,000.00, Clay Electric Cooperative Inc. in the amount of \$16,000.00, Florida Power & Light Co. in the amount of \$672,546.00 and St. Johns County Utility Department in the amount of \$355,000.00 for electric utility services, for a not-to-exceed total of \$1,278,546.00, subject to the availability of lawfully appropriated funds.

MOTION: Joe Orfano made a motion to approve Award Item 15 as presented in the board packet. The motion was seconded by Steve Tuten and approved unanimously by the Awards Committee (5-0).

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications:

Award 14 contained a ratification.

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair McCollum adjourned the meeting at 11:24 a.m.

NOTE: These minutes provide a brief summary only of the Awards Committee meeting. For additional detail regarding the content of these minutes or discussions during the meeting, please review the meeting recording. The recording of this meeting as well as other relevant documents can be found at the link below: https://www.jea.com/About/Procurement/Awards_Meeting_Agendas_and_Minutes/



Formal Bid and Award System

Award #4

December 3, 2020

Type of Award Request: CONTRACT INCREASE
Requestor Name: Smith, Anthony
Requestor Phone: 904-600-7582
Project Title: Fire Resistant Clothing
Project Number: Various (see table below)
Project Location: JEA
Funds: O&M
Budget Estimate: N/A

Scope of Work:

The purpose of this Invitation to Negotiate (the "ITN") is to evaluate and select a vendor that can provide Hazard Risk Category (HRC) 2 Fire Resistant (FR) Clothing (the "Clothing") for JEA field employees, and provide the best value to JEA. "Best Value" means the highest overall value to JEA with regards to pricing, quality, design, and workmanship.

The clothing will have a minimum Arc Rating of 8 Cal/Cm². All shirts should have a material weight of 9 oz. or less, and all pants should have a material weight of 14 oz. or less.

JEA IFB/RFP/State/City/GSA#: 081-19
Contract Required CPA - 183640
Purchasing Agent: Lovgren, Rodney
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
OPIN, LLC DBA AMERICAN FR AND SAFETY	Ashley Pope	ashley@americanfr.com	9 London Ct. Greer, SC 29650	1-800-213-1932	\$33,500.00

Amount of Original Award: \$295,431.00
Date of Original Award: 10/01/2019
Contract Increase Amount: \$33,500.00

List of Previous Increases

CPA	Amount	Date
183640	\$4,569.00	11/15/2020

New Not-To-Exceed Amount: \$333,500.00
Length of Contract/PO Term: Three (3) Years w/Two (2) - 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 10/01/2019
End Date (mm/dd/yyyy): 09/30/2022

Renewal Options: Yes – Two (2) – 1 Yr. Renewals
JSEB Requirement: Optional

Background/Recommendations:

Informally bid and awarded October 1, 2019 in the amount of \$295,431.00 to American FR and Safety Inc. A copy of the informal intent to award email is attached as backup.

The Bidder has fixed pricing for the three (3) year contract term. The following table provides the budgets for the remainder of FY21. JEA intends to rebid these services in April of 2021 for a new contract. In the event JEA does not rebid the services in 2021, JEA will request additional funds for FY22 via the contract renewal option.

Business Unit	Cost Center	FY 21 Amount
Electric Operations	40307	\$26,000.00
Substation O&M	30706	\$2,500.00
Substation O&M	30703	\$2,500.00
Substation O&M	30702	\$2,500.00

Pricing is Fixed through the contract term.


Request approval to award a contract increase to Opin LLC, DBA American FR and Safety for additional fire protective clothing in the amount of \$33,500.00, for a new not-to-exceed amount of \$333,500.00, subject to the availability of lawfully appropriated funds.

Manager: Smith, Anthony J. - Mgr Energy Distribution Service Operations
Sr. Manager: Hiscox Jr., Walter G. - Sr Mgr Distribution Construction & Maintenance
Sr. Director: Acs, Gabor - Sr Dir Engineering & Projects
VP: Erixton, Ricky D. - Interim General Manager Electric Systems

APPROVALS:

 12/04/2020

Chairman, Awards Committee **Date**

 12/4/2020

Budget Representative **Date**

From: [Rix, Lynn W.](#)
To: ["ashley@americanfr.com"](#); ["tfarrell@bootbarn.com"](#); ["justin.donaldson@ritzsafety.com"](#)
Cc: [Pleasants, Lisa L. - Procurement Category Manager](#); [Smith, Anthony J. - Mgr Energy Distribution Service Operations](#)
Subject: 081-19 Intent to Award
Date: Thursday, June 20, 2019 1:49:26 PM

Good morning,

This communication is to inform you of JEA's intent to award for ITN 081-19 Fire Resistant Clothing. JEA has reviewed all the submittals and has determined American FR & Safety is the Responsive and Responsible Respondent whose Response meets or exceeds the Minimum Qualifications set forth in this Solicitation, and is the highest evaluated Respondent.

Name	Original Three (3) Year Response	BAFO Three (3) Year Response	Score	Ranking
American FR & Safety	\$295,431.00	\$295,431.00	95	1
Ritz Safety	\$296,742.00	\$296,742.00	84.35	2
Boot Barn	\$351,633.00	\$351,633.00	84.41	3

If you have any questions concerning this, you must refer to the JEA Procurement Code, Article 5, Administrative Remedies located on [JEA.com](#). JEA's Chief Procurement Officer is Jenny McCollum at [Gleejs@jea.com](#). JEA appreciates your participation and the time and effort put forth during this solicitation process.

Lynn Rix
Purchasing Assistant
Direct: (904) 665-8621



Formal Bid and Award System

Award #5

December 3, 2020

Type of Award Request: CONTRACT AMENDMENT
Request #: 29
Requestor Name: Keeler, Jessica
Requestor Phone: (904) 665-6403
Project Title: Network Protectors for JEA Inventory Stock
Project Number: Multiple
Project Location: JEA
Funds: Inventory Blanket
Award Estimate: \$481,033.00

Scope of Work:

The purpose of this Agreement is to provide Network Protectors for JEA Inventory stock, which are special self-contained air breaker or switching units that have a full complement of current, potential and control transformers, as well as relay functionality. The primary purpose of the Network Protectors is to enable the paralleling of two or more primary feeders on the same low voltage bus.

JEA IFB/RFP/State/City/GSA#: 98454
Purchasing Agent: Roddy, Colin Patrick
Is this a Ratification?: No

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
COOPER POWER SYSTEMS, LLC	Richard Delizza	richardd@electricsalesinc.com	1319 Lincoln Ave, Waukesha, WI 53186	954-279- 2015	\$481,033.00

Amount of Original Award: \$1,121,385.00
Date of Original Award: 02/06/2020
Change Order Amount: \$481,033.00
New Not-To-Exceed-Amount: \$1,602,418.00
Length of Contract/PO Term: Five (5) Years
Begin Date (mm/dd/yyyy): 02/06/2020
End Date (mm/dd/yyyy): 02/05/2025
Renewal Options: No Renewals
JSEB Requirement: N/A – No JSEB Available

Background/Recommendations:

Originally bid and approved by the Awards Committee on 02/06/2020 to Eaton Corporation in the amount of \$1,121,385.00. The original award item is attached for reference. A contract assignment was processed on 07/30/2020 from Eaton Corporation to Cooper Power Systems, LLC, which is a wholly owned subsidiary of Eaton. The contract assignment is also attached for reference.

This request is to add two (2) additional network protectors to the contract agreement, which will be used in tandem with submersible network transformers. The differences between these submersible network protectors and the “dust proof” network protectors found in the original award, are primarily driven by their application. In areas prone to flooding, a submersible protector must be built such that it remains operational even if the vault fills with water. To accomplish this, Cooper Power Systems utilizes more robust materials and sealing mechanisms as described below.

- The thickness of the steel doubles
- The seals on the case are machined, so they will accept higher pressures
- Utilizes round gaskets in place of a standard flat gasket
- The entire protector is assembled and subjected to a pressure decay test to insure high performance

As noted in the previous award and attached for reference, only one approved manufacturer of these goods are approved by the JEA standards committee. As such, we are basing the procurement action found in this award as a standard.

It was determined originally (in the original award), and in this instance, that in lieu of a competitive bid with all potential distributors of the items, it would be in JEA’s best interest to procure these goods directly from the only approved OEM. This decision was made based on 1) the items are being built and engineered to JEA’s specifications, 2) JEA is the only customer with these specific Copper Power System Network Protector customizations, 3) the OEM states they wish to work directly with JEA given points 1 & 2, and 4) these type of goods are typically best suited being bought direct from the OEM. Consequently, JEA is also basing the procurement action found in this award as a sole source.

In an effort to reduce the administrative burden of contracting with Cooper Power a new agreement, this request is for a contract amendment to add the additional items to the existing contract and additional funding in the amount of \$481,033.00, to cover the min/max inventory requirements for the remaining term of the contract. This is based upon JEA’s Contract Amendment Practice found in JEA’s Procurement Operational Procedures listed below.

12.3.1 COMBINING PROCUREMENT ACTIONS WITH AN EXISTING CONTRACT

JEA may realize administrative efficiencies by combining separate procurement actions into an existing contract, providing that the method of solicitation for the separate procurement actions is in accordance with the requirements of the Code.

The Awards Committee may consider and approve an amendment to a contract with a Contractor that would increase the dollar amount of the current award in order to reduce the number of contracts with the same contractor if:

- *award of the separate procurement action would be made to the same contractor; and*
- *amending the current contract to include the separate procurement action(s) would reduce administrative costs.*

Examples of the above include, but are not limited to, increasing the dollar amount of an award to include a separate procurement action solicited and awarded to the contractor in accordance with the requirements of the Code, or to include a sole source award to the contractor subsequent to the existing award.


Request approval for a contract amendment for Network Protectors for JEA Inventory Stock in the amount of \$481,033.00, for a new not-to-exceed total of \$1,602,418.00, subject to the availability of lawfully appropriated funds.

Manager: Pearson, Kenny – Procurement Category Manager
Director: McCollum, Jenny – Director, Procurement Services
VP: McElroy, Alan – Interim Chief Supply Chain Officer

APPROVALS:

 12/04/2020

Chairman, Awards Committee **Date**

 12/4/2020

Budget Representative **Date**

Current NTE	\$1,121,385.00
Change Order Amount	\$481,033.00
Known Cash Outlays - FY21	\$374,996.00
Unknown Cash Outlays	\$106,037.00
New NTE	\$1,602,418.00

JEA Item ID	Item Description	Mfg Name Mfg Part Number	UOM	Estimated Usage	Lead Time	Quoted Unit Price	Proposed Bid Price
PROTR006	PROTECTOR (SUBMERSIBLE), NETWORK TRANSFORMER, 3 PHASE, 1875 AMPERE RATING, 1000/1500 KVA, 480Y/ 277 VOLTAGE, TO BE SUPPLIED WITH A SCADA RELAY INSTALLED IN PROTECTOR, ONLY PAIRED WITH TRALC003, 004, 005	EATON PER SPECIFICATION	EA	4	17 Weeks	\$49,152.00	\$196,608.00
PROTR007	o PROTECTOR (SUBMERSIBLE), NETWORK TRANSFORMER, 3 PHASE, 2825 AMPERE RATING, 1500/2250 KVA, 480Y/ 277 VOLTAGE, TO BE SUPPLIED WITH A SCADA RELAY INSTALLED IN PROTECTOR, ONLY PAIRED WITH TRALC003, 004, 005	EATON PER SPECIFICATION	EA	5	18 Weeks	\$56,885.00	\$284,425.00



Formal Bid and Award System

Award #3 February 6, 2020

Type of Award Request: STANDARD
Request #: 6763
Requestor Name: Keeler, Jessica
Requestor Phone: (904) 665-6403
Project Title: Network Protectors for JEA Inventory Stock
Project Number: Various
Project Location: JEA
Funds: Inventory Blanket Agreement
Budget Estimate: N/A

Scope of Work:

Eaton was standardized through the underground standard committee in order to provide Network Protectors for JEA Inventory stock. The Invitation to Negotiate (ITN) that was released in order to solicit pricing for four (4) of these Network Protectors which are special self-contained air breaker or switching units that have a full complement of current, potential and control transformers, as well as relay functionality. The primary purpose of these items is to enable the paralleling of two or more primary feeders on the same low voltage bus.

Since 2016, JEA has only spent \$334K for three out of the four respective item ID's included in this change out program. One item ID has not been purchased to date. We currently have 4 total units in stock with an Inventory value of \$171K.

- Customer Value – Ensures JEA can continue to efficiently and effectively operate the energy network grid.
- Community Impact Value – Minimize network outages particularly through natural disasters.

JEA IFB/RFP/State/City/GSA#: 98454
Purchasing Agent: Roddy, Colin
Is this a ratification?: NO

If yes, explain:

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
EATON CORPORATION	Alec Weiss	alecxweiss@eaton.com	1520 Emerald Road, Greenwood, SC 29646	864-941-3161	\$1,121,385.00

Amount for entire term of Contract/PO: \$1,121,385.00
Award Amount for remainder of this FY: \$1,121,385.00
Length of Contract/PO Term: Five (5) Years
Begin Date (mm/dd/yyyy): 02/06/2020
End Date (mm/dd/yyyy): 02/05/2025
JSEB Requirement: N/A - Standard

Background/Recommendations:

JEA is procuring Network Protectors for inventory in an effort to improve network reliability. Network Protectors are special self-contained air breaker or switching units with the primary purpose to enable the paralleling of two or more primary feeders on the same low voltage bus. Currently there are only two (2) network protector manufacturers available, Richards (1960's design) and Eaton (2000's design).

Westinghouse and GE no longer manufacture network protectors and there are no Cooper's currently on the system.

The network protectors at JEA are old/outdated and requires substantial maintenance. In fact, some of the protectors on the system were installed back in the 1960's. Meetings were held with both Eaton (Feb 20, 2019) and Richards (April 11, 2019) in order to review changes/improvements to each network protector over the years. The Richards is based on very old technology, while the Eaton has some new features, specifically regarding safety/arc flash mitigation. JEA installed one of the first CM52's manufactured in 2000 as part of a pilot project. This network protector has operated flawlessly for the past 19 years with no issues. Eaton has made numerous enhancements/improvements since and provide the additional following benefits which were the main contributing factors of standardizing on the Eaton CM52 product for network protector applications:

- Indicating Diagnostic Module – Provides NWP health via SCADA. It helps support maintenance and catch issues before they become bigger issues.
- Eaton Magnum power circuit breaker – provides a close and latch rating, highest ratings in the industry, same breaker for 216V or 480V, total clear with ARMS <2cycles. Compact design, weighs only 175 lbs. for a 3pole unit. Can be stocked and used for change outs vs changing out entire units like older models.
- ARMS – this is a true proven life-saving feature. Uses an energy harvesting analog trip circuit, no micro-processing time, activates in sub cycle time and clears <2cycles. Cannot be used with other models, due to speed and ARMS is activated through the IDM module.
- Remote Racking – a true visible break is provided, the breaker can be racked out via a remote operation (SCADA, RAD, Pendant) with the door CLOSED. It is a four position breaker (racked-in, racked-out and test, racked-out and disconnected, racked-out on rails).
- Modularity – simple design, fuse section, breaker section, and relay cabinet section. Relay drawers and breakers can be stocked.

The only approved JEA project requirements were for FY20 projects which represented 27 units. The Underground group has identified a number of network submersible protectors that need to be replaced throughout our system over the coming years. There are 107 units identified to be potentially replaced over the next 3 – 5 years and an additional 137 units in the 5-7 year range, depending on funding that will be determined at a later date.

It should be noted, the pricing is much higher with an average cost increase of 68.84%. However JEA has not made any purchases in over a year and were not of the Eaton brand, which as described above is a far superior product.

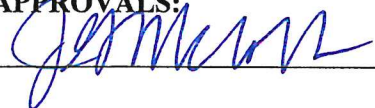
Realizing this type of item was being standardized, there was a need to leverage product demand for the upcoming FY's. In order to do this, JEA and Eaton have agreed to the below cumulative order discount model where there will be a sliding scale in JEA's favor if we order more network protectors as we are predicted to do so.

Years 2021- 2025	
Cumulative Ordered	Additional Percentage Discount
1-30	0.00%
31-40	2.00%
41-50	2.00%
50+	4.00%

Request approval to award a contract to Eaton Corporation for the supply of Network Protectors for JEA Inventory Stock in the amount of \$1,121,385.00, subject to the availability of lawfully appropriated funds.

Manager: Pearson, Kenny – Procurement Category Manager
Director: McCollum, Jenny – Director, Procurement Services
VP: McCarthy, John – VP Logistics & Chief Supply Chain Officer

APPROVALS:

 2/6/2020

Chairman, Awards Committee

Date

 2/6/2020

Manager, Operating Budgets

Date

Capital Budget Planning



Formal Bid and Award System

Award #9 July 30, 2020

Type of Award Request: CONTRACT ASSIGNMENT
Request #: 6871
Requestor Name: Keeler, Jessica
Requestor Phone: (904) 665-6403
Project Title: Network Protectors for JEA Inventory Stock
Project Number: Various
Project Location: JEA
Funds: Inventory Blanket Account
Budget Estimate: N/A
Scope of Work:

The purpose of this Agreement is to provide Network Protectors for JEA Inventory stock, which are special self-contained air breaker or switching units that have a full complement of current, potential and control transformers, as well as relay functionality. The primary purpose of these items is to enable the paralleling of two or more primary feeders on the same low voltage bus. Our current inventory balance for the items included in this agreement is \$246,665.77, with current lead-time of over fourteen weeks depending upon the item.

JEA IFB/RFP/State/City/GSA#: 98454
Purchasing Agent: Roddy, Colin Patrick
Is this a Ratification?: No

RECOMMENDED AWARDEES:

Name	Vendor Contact	Email	Address	Phone	Amount
COOPER POWER SYSTEMS, LLC	Richard Delizza	richardd@electricsalesinc.com	1319 Lincoln Ave, Waukesha, WI 53186	954-279-2015	\$0.00

Amount of Original Award: \$1,121,385.00
Date of Original Award: 02/06/2020
Assignment Adjustment Amount: \$0.00
New Not-To-Exceed Amount: \$1,121,385.00
Length of Contract/PO Term: Five (5) Years
Begin Date (mm/dd/yyyy): 02/06/2020
End Date (mm/dd/yyyy): 02/05/2025
Renewal Options: No Renewals
JSEB Requirement: N/A - Standard

Background/Recommendation:

Originally bid and approved by the Awards Committee on 02/06/2020 to Eaton Corporation in the amount of \$1,121,385.00. The original award item is attached for reference.

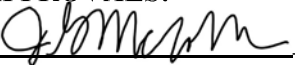
While JEA was in the process of obtaining the authorized Eaton Corporation representative to sign the contract agreement, Eaton Corporation requested that the contract should have been awarded to Cooper Power Systems,

LLC rather than Eaton Corporation. Cooper Power Systems, LLC is a wholly owned subsidiary of Eaton and is who the contract should be executed with.


Request approval to reassign the previously awarded Eaton Corporation JEA Network Protectors for JEA Inventory Stock Award to Cooper Power Systems, LLC, subject to the availability of lawfully appropriated funds.

Manager: Pearson, Kenny – Procurement Category Manager
Director: McCollum, Jenny – Director, Procurement Services
Chief: McElroy, Alan – Interim Chief Supply Chain Officer

APPROVALS:

 07/30/2020

Chairman, Awards Committee **Date**

 07/30/2020

Budget Representative **Date**

***Certification of Standard, Proprietary or
Original Equipment Manufacturer Item
For Purchase Requisition No. _____***

**3-112 Procurement of Standard, Proprietary and Original Equipment
Manufacturer Items.**

A contract may be awarded for Supplies or Services with limited or no competition when the
Supplies or Services:

- (a) have been selected as a JEA standard in the course of a standards program or through the
action of a standards committee (standard); or
- (b) must be a certain type, brand, make or manufacture (proprietary); or
- (c) must be obtained from the original equipment manufacturer , manufacturer's
representative or a distributor authorized by the original equipment manufacturer because
of the criticality of the item or compatibility within the JEA system (original equipment
manufacturer).

Category

The procurement item is (check the appropriate description):

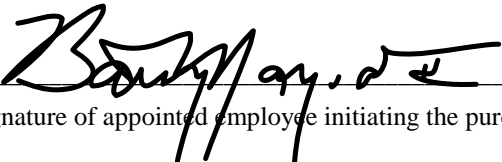
 X Standard Proprietary Original Equipment Manufacturer

Certification

I the undersigned certify that the specific supplies, services or construction described in the above referenced
purchase requisition are the only such supplies, services or construction that will fulfill the intended need for the
following reasons:

FEATURE AND BENEFITS OF THE CM52 SUBMERSIBLE:

1. **Indicating Diagnostic Module** – Provides NWP health via SCADA. It helps support maintenance and catch
issues before becoming bigger issues!
2. **Eaton Magnum Power Circuit Breaker** – Provides a close and latch rating, highest ratings in the industry,
same breaker for 216V or 480V, total clear with ARMS <2cycles. Compact design, weights only 175lbs for a
3pole unit. Can be stocked and used for change outs vs changing out the entire units like older models.
3. **ARMS** – This is a true proven life-saving feature. Uses an energy harvesting analog trip circuit, no micro-
processing time, activates in sub-cycle time and clears <2cycles. Cannot be used with other model, due to
speed and ARMS is activated through the IDM module.
4. **Remote Racking** – A true visible break is provided, the breaker can be racked out via a remote operation
(SCADA, RAD, Pendant) with the door CLOSED. It is a four-position breaker (Rack-in, racked-out and test,
racked-out and disconnected, racked-out on rails).
5. **Modularity** – Simple design, fuse section, breaker section, and relay cabinet section. Relay drawers and
breakers and be stocked.
6. **Submersible** – Made with a thicker metal and openings lined with gasket material, these units are
Submersible proven for water prone areas.



Signature of appointed employee initiating the purchase request

Dec 2, 2020

Date

**This Certification shall be attached the purchase requisition when routed for approval.
Approval of the purchase requisition shall constitute affirmation of this Certification.**



Underground Distribution Standards Committee Meeting Minutes

September 16th, 2020

The 2020 Underground Standards Committee Meeting schedule is as follows:

Every month on the 3rd Wednesday at 1:30-3:30PM

January 15 th	May 20 th	September 16 th
February 19 th	June 17 th	October 21 st
March 18 th	July 15th July 22 nd	November 18 th
April 15 th	August 19 th	December 16 th

The following people were present at this month's meeting Via Conference call:

Trevor Parker, Renee McQuaig, Llyod Lesley, Virginia DeRoma, Kevin , Josh Gordon, Pierson Delcambre, Jason Baber, Tommy Cunningham, Mike Sasan, Henry Hoff, Theo Arline, Barry Marquart

Order of business:

1. "Old Business"
2. "New Business" brought up during the month via phone or email
3. "New Business" submitted at the meeting
4. General feedback and suggestions.

Old Business

1. SPLST007

Cooper Power Splice Samples:

First samples Received from Cooper Power Splices for SPLST007. Crews attempted to test them out but the size was too large for our cable, but said the quality of the unit compared to Elastimold.

Second samples Received. Crews received and tested the new samples and said the new Splices were a little small and they had a hard time sliding them onto the cable. Crews also said the connector was overly large, when crimped it dug into the metal. The sample kit also came with a cold shrink tube which was not needed.

I have requested 3 more samples of Size E which should be the size in-between the two previous versions and notified them to remove future cold shrink tubes.

I have been informed that the splice is supposed to be tight and the next size up would allow in moisture and fail. They would like to set up a conference call Webinar with the crew to walk through the steps of installing the splice and asking questions to clarify how tight is "too tight". Would we like to set this up?

To clarify, once the connector was crimped it would not release the die, the die had to be beaten off with a hammer. 3 different sized Dies were used and each had the same result.

Will set up conference call with Cooper and DeLizza to discuss the splices.

3M Splice Samples:

We have received and tested these splices. The results were positive, would we like to approve?

3M splices have been approved.

2. 500 EPR Cable

Currently approved MFRs for the 500 EPR are Okonite, Prysmian, and Kerite. Southwire and CME are also trying to get approved.

Purchasing put out an order for 4000ft, and it was awarded to Prysmian.

CAICL123 to be placed on 72"x36"x28" reels.

(72" Flange Diameter, 36" Traverse Width, 28" Drum diameter)

If this size reel does not work out on the first order then we can try a different set up.

This Cable has been delayed till September due to COVID.

Waiting on Delivery

3. ATS, all 600 Amp bays

There is a request for an ATS that has all bays 600 amps. I have reached out to S&C to see if they can provide the current unit we receive and they cannot "upgrade the current units". They can offer the Vista Gear or PME gear which could then have all bays 600 amps.

Elastimold and G&W provide an advanced Switchgear option. We are currently working with them for our new deadfront switchgear, and we know they can convert the units into Auto Transfer Switches. Cost Could be \$150k per unit. They both have provided details on the units they are offering. We are going back and forth to determine the details of the units.

Will update with more info.

4. Network Dry Type Submersible Transformers

We have been in discussion with ABB over new Network Dry Type Submersible transformers. After figuring out the unit it was determined that they would be slightly larger than our current TRALC spot Transformers. Not a big issue with any sidewalk locations or new vaults, but any retrofits of units in existing vaults could create a spacing issue. Would we like to set up new IDs for these units? Committee would like to have these set up as new units

Working with Eaton and ABB to set up the Highside Switch for the Unit, VisoVac will be used.

New Part numbers have been setting up and are going through the Purchasing/ Inventory approval process.

TRALC003- TRANSFORMER, DRY TYPE SUBMERSABLE, 1000KVA,
HIGHSIDE EATON SWITCH (Delivery Info) Cost: ~\$175k

TRALC004- TRANSFORMER, DRY TYPE SUBMERSABLE, 1500KVA,
HIGHSIDE EATON SWITCH (Delivery Info) Cost: ~\$195k

TRALC005- TRANSFORMER, DRY TYPE SUBMERSABLE, 2000KVA,
HIGHSIDE EATON SWITCH (Delivery Info) Cost: ~\$225k

Units now also have external Tap changers which added 6"-12" in width to the units.

These Three units are now approved, working on setting up respective Plates

UWGNT*1000

UWGNT*1500

UWGNT*2000

[New Submersible Network Protectors will be placed in these plates.](#)

5. Additional new Switchgear IDs

Currently working on setting up New IDs for Deadfront versions of currently existing Switchgear.

Here are the 3 new proposed units.

SWEPA024

Switchgear, Padmounted, 3 Phase, DeadFront, (1) 600Amp Compartment, (3) 200Amp Compartments, Model #12 (shipping info here)

SWEPA025

Switchgear, Padmounted, 3 Phase, DeadFront, (1) 600Amp Compartment, (1) 200Amp Compartment, Model #5 (shipping info here)

SWEPA030

Switchgear, Padmounted, 3 Phase, DeadFront, (1) 600Amp Compartment, Model #3 (shipping info here)

G&W and Elastimold can make these units, However the Model #5 and Model #3 versions would only be front facing. See attachment Drawings for examples.

[Look into possible conversion/retrofit set for replacing any current gear, Look into new pit for new construction. These units are prepped but will not be created/ordered till needed.](#)

New Business

6. Smart Grid Solutions Fault Current Indicator

We received Sample FCI products from SGS to try out. Currently INDCF012 and INDCF004 are sole sourced on PDP.

SGS FCI units:

- Powered when load is more than 25Amps
- Have a sub-cycle response time
- Handle inrush current and backfeed
- Clamp in a different fashion than PDP
- Both PDP and SGS can work with the same fiber optic 10' line and Indicator lights

Crews handled these units and liked them. See attachment for more info Vote on approval.

SGS FCI has been approved.

7. Network Protector Submersible

PROTR003 and PROTR004 are just Dusttight units. We however have the need for some of these units to be submersible (to be used with new TRALC units).

Would we like to make all future PROTR 003/004 units submersible (cost per unit increase \$4k) or should we set up 2 new IDs PROTR 005/006?

Will set up new PROTR 005/006 IDs. There is no point of paying \$4k more per unit to place them on TRALC units that are not submersible themselves.

PROTR005 is already used, two new IDs will be PROTR006/007.

Additional items

8. Raychem CNNLB001 Test point Issues

Reports of the capacitive test points on the CNNLB001 breaking and no longer working.

Will reach out to MFR to discuss the issue. Let's try to save the next broken unit we come across to turn in for examination. Should we switch these to Direct Test points? Capacitive test points are known for failing and requiring testing to prove it.

Certification of Standard, Proprietary or Original Equipment Manufacturer Item

For Purchase Requisition No. _____

3-112 Procurement of Standard, Proprietary and Original Equipment Manufacturer Items.

A contract may be awarded for Supplies or Services with limited or no competition when the
Supplies or Services:

- (a) have been selected as a JEA standard in the course of a standards program or through the action of a standards committee (standard); or
- (b) must be a certain type, brand, make or manufacture (proprietary); or
- (c) must be obtained from the original equipment manufacturer, manufacturer's representative or a distributor authorized by the original equipment manufacturer because of the criticality of the item or compatibility within the JEA system (original equipment manufacturer).

Category

The procurement item is (check the appropriate description):


 X Standard Proprietary Original Equipment Manufacturer

Certification

I the undersigned certify that the specific supplies, services or construction described in the above referenced purchase requisition are the only such supplies, services or construction that will fulfill the intended need for the following reasons:

FEATURE AND BENEFITS OF THE CM52:

- 1) **Indicating Diagnostic Module** – Provides NWP health via SCADA. It helps support maintenance and catch issues before they become bigger issues!
- 2) **Eaton Magnum power circuit breaker** – provides a close and latch rating, highest ratings in the industry, same breaker for 216V or 480V, total clear with ARMS <2cycles. Compact design, weighs only 175lbs for a 3pole unit. Can be stocked and used for change outs vs changing out entire units like older models.
- 3) **ARMS** – this is a true proven life-saving feature. Uses an energy harvesting analog trip circuit, no micro-processing time, activates in sub-cycle time and clears <2cycles. Cannot be used with other models, due to speed and ARMS is activated through the IDM module.
- 4) **Remote Racking** – a true visible break is provided, the breaker can be racked out via a remote operation (SCADA, RAD, Pendant) with the door CLOSED. It is a four-position breaker (racked-in, racked-out and test, racked-out and disconnected, racked-out on rails).
- 5) **Modularity** – simple design, fuse section, breaker section, and relay cabinet section. Relay drawers and breakers can be stocked.



Signature of appointed employee initiating the purchase request

November 20, 2019
Date

***This Certification shall be attached the purchase requisition when routed for approval.
Approval of the purchase requisition shall constitute affirmation of this Certification.***



Underground Network Committee Meeting Minutes

October 9th, 2019

**The 2018 Underground Network Committee Meeting schedule is as follows:
Once a Quarter on the 2nd Wednesday at 1:30-3:00PM**

January 9th

April 10th

July 10th

October 9th

The following people were present at this month's meeting:

Trevor Parker, Aaron Mazes, Theodric Arline, Tommy Cunningham, Shawn Parnell, Hunter Crawford, Bill Wright, Patrick MDuffy, Mark Resos, Branden Robins, Jessica Keeler

Order of business:

1. "Old Business"
2. "New Business" brought up during the month via phone or email
3. "New Business" submitted at the meeting
4. General feedback and suggestions.

Old Business

1. Network Protector Eaton

The Network Crew have decided that they would like to go with Eaton Network Protectors. We reached out with the desired parameters and received back a part number and pricing.

Currently in the process of updating the Specification for the Low voltage Network Protectors. (see Attachment) There are a few final questions to get worked out, then the Spec will be complete and the units can be ordered.

Questions:

- Terminal pad will add 4" and VisoBlock will add 7", this will conflict with height requirements listed in Spec chart.
[DustTight has no height limitation so this change can be made. It will not be used on Submersibles.](#)
- MFR is confused on GP03 barrier listed in Spec
[Remove from Spec, Crews will make their own.](#)
- MFR would like to change Warranty from 2yrs from date of install or 3 yrs from delivery, too just 2.5yrs from date of delivery.
[Committee voted to keep Warranty the same.](#)
- MFR would like to know if we would like the remote Pendant and what the cord length should be.
[Committee would like the remote pendant and the cord can be 20-30ft long.](#)
- MFR recommends adding Remote Access Device to the product (included is the ARMs feature).
[Committee would like to add the RAD](#)

[Once these changes are made to the spec the units should be ready for order.](#)

2. Vault Guard

First Vault Guard installs are located at 421 west Church St.

They have been installed and configured to Network Protectors (Richards units), however we have been waiting for the communication portion of the project to be worked out.

Project has been passed to Trevor Parker, to get the final bugs worked out.

[Unit needs to be removed from location so it can be tested in office.](#)

[Reach out to Nashville to discuss their ETI products and integrations.](#)

3. Okonite EPR

We now have the 500 Okonite EPR cable in stock. Once approved the cable we can start ordering to fill the min/max (which should be set to?). Once approved we need to determine if we want to standardize on Okonite or are we open to testing out Prysmian, Kerite, and CME EPR cables.

[Min/max set to 4/8](#)

4. Homac/Blackburn (T&B) Mole related Items

Recently had a meeting with Homac on Mole related topics. Here are a few different items as questions.

- a. Homac would like to tour a vault to see and hear what the underground crews are interested in updating.
The Crew will take pictures of a few vaults to provide to Homac instead of giving a tour.
- b. FTSHC
Submersible secondary connector, with Quick disconnect (see attachment FTSHC 500 k)
Ordered Samples
- c. FS175
Submersible, Mole replacement option. Can easily be mounted to wall or railing, can come in multiple orientations, and built in shear bolt or connection pad. (See attachment FS 175)
Requested more info and examples of use.

[Samples should be on the way for many of the requested items.](#)

[Committee would be interested in receiving Catalogs for similar products from different MFRs.](#)

New Business

Additional items?

Committee would like to have CAIRH008 changed to colored jacket cable. (per Phase)

[Reach out and see if the MFR will do this, and If so change the Description.](#)

Committee is interested in an Interruption device for the vault that would allow for the separation of the customer from the rest of the circuit. We do not want to drop every customer on a substation when an issue occurs. Possibly something between the Breaker and the Manhole switch.

[Will reach out to MFRs and see what is offered.](#)

Committee Discussed Prysmian Cable

Prysmian Cables the committee would like to get unapproved:

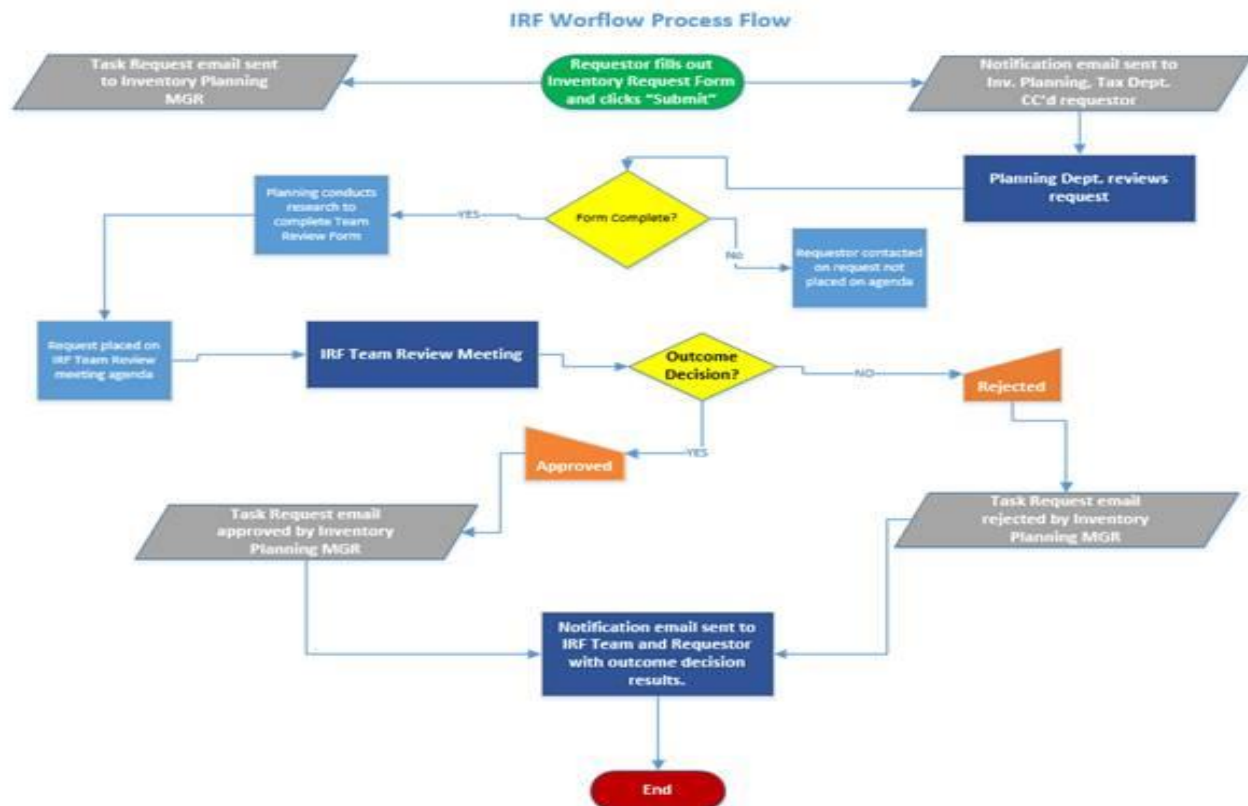
CAICL 001, 002, 011, 013

Reasons:

- Creepage issue, A hassle and waste of cable/money. It seems like there has been no attempt to fix the issue, though Hendrix cable does not have the issue due to rolling style. Pictures of this happening are needed
- Reel Labeling issue, creates confusion and waste time. Prysmian needs to at a minimum add an additional metal plate with footage number
- Encapsulating vs Overlay Jacket
Prysmian Encapsulating Jacket lets the neutrals set too deep making it hard to strip. Suggestion is to swap all cables to overlay type which prevents this issue. Looking up info and cost difference between the two.
- Cable Labeling Issue, creates confusion and extra labor cost. Quality control from prysmian needs to address these issues before they send them out.

Committee is open to an ultimatum, Fix the issues immediately or get unapproved. Biggest issue with unapproving and moving to the next MFG would be the increase in cost (30% difference).

Committee had a discussion on how items get approved and go through Purchasing/Inventory's IRF process. (See chart below)





Formal Bid and Award System

Award #6 December 3, 2020

Type of Award Request: INVITATION TO NEGOTIATE (ITN)
Request #: 6740
Requestor Name: Growcock, Robert T. - Dir Customer Experience Strategy & Support
Requestor Phone: (904) 665-6880
Project Title: Workforce Engagement Management (WEM) Software Solution and Implementation
Project Number: 8006905
Project Location: JEA
Funds: Capital & O&M
Budget Estimate: \$975,000.00

Scope of Work:

JEA is seeking to purchase a Workforce Engagement Management Solution that will perform the following functionality; call recording, quality management, workforce management, performance management and reporting. JEA specifies that all modules shall be combined into a single software suite. Along with the purchase, the proposed vendor shall provide professional services to implement said solution into JEA's Cisco Unified Contact Center Enterprise (UCCE) platform while reducing maintenance and end-user training costs. The solution shall also include system testing, administrative end user training onsite at JEA, and five (5) years of annual maintenance and support following implementation and JEA Acceptance.

The solution shall be configured as an on premise solution located at JEA 21 W Church St, Jacksonville FL, 32202. A Service Level Agreement component of 99.99% to ensure minimal downtime is required. In addition, JEA does not intend to migrate the existing data and will require consultative services to design and implement the solution.

JEA IFB/RFP/State/City/GSA#: 026-20
Purchasing Agent: Dambrose, Nickolas C.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
REPLAY SYSTEMS, INC.	Ryan Hurley	Ryan.Hurley@ReplaySystems.com	4800 N Federal Hwy Suite 1048 Boca Raton, FL 33431	(954)-267 9199	\$974,990.00

Amount for entire term of Contract/PO: \$974,990.00
Award Amount for remainder of this FY: \$376,998.00
Length of Contract/PO Term: Five (5) Years w/ One (1) – 1 Yr. Renewal
Begin Date (mm/dd/yyyy): 01/01/2021
End Date (mm/dd/yyyy): 12/31/2026
Renewal Options: YES - One (1) – 1 Yr. Renewal
JSEB Requirement: JSEB opportunities were reviewed but none are available

RESPONDENTS:

Name	Solution Type	First Round	Disqualified	BAFO	Disqualified	Final Rank	Final Score
REPLAY SYSTEMS, INC. - VERINT	ON PREM	1,364,800.00	No	\$974,990.00	No	1	104.10
REPLAY SYSTEMS, INC. - VERINT	CLOUD	1,364,800.00	No	N/A	Yes	N/A	
PRESIDIO – CALABRIO	ON PREM	\$963,735.00	No	\$724,682.70	No	2	91.82
PRESIDIO – NICE	ON PREM	N/A	Yes	N/A	Yes	N/A	
PRESIDIO – NICE	CLOUD	N/A	Yes	N/A	Yes	N/A	
PRESIDIO – ZOOM	CLOUD	N/A	Yes	N/A	Yes	N/A	
ATSG – UDT	ON PREM	\$940,438.45	No	\$772,999.97	No	3	87.90
ATSG - UDT	CLOUD	\$970,679.12	No	N/A	Yes	N/A	

Background/Recommendations:

Advertised ITN on 03/09/2020. Three (3) prime companies attended the optional pre-Response meeting held on 5/30/2019. At response opening on 03/12/2020, JEA received eight (8) Responses because multiple software solutions and delivery models were proposed by the three (3) different prime companies. Presidio-Nice on premise and cloud offers were both disqualified for not meeting the minimum qualification reference experience requirements. In addition to price, the supplier Responses were also evaluated on Past Performance, Ability to Meet the Business Requirements, and the suppliers' Design Approach and Workplan. Replay Systems, ATSG, and Presidio's offering of Calabrio were short-listed and invited to present their solutions to the evaluation team. Prior to the BAFO request, JEA specified an on-premise solution as its preference based upon previous experience with interfaces and security concerns. For this reason, all of the remaining cloud based responses became ineligible for award. Following the shortlist written and presentation scoring completion and BAFO, Replay System's Verint offering was ranked number one (1) and JEA has issued an intent to award. A copy of the Replay System's BAFO Response Form and Workbook are attached as backup.

This request includes a one-time on-premise implementation and integration by Replay Systems at the cost of \$172,500.00, training of \$55,000.00, and five (5) years of annual licenses (20 power users, 150 business users) and support and maintenance fixed at \$149,498.00 per year. JEA's current Workforce Engagement Management (WEM) Solution is an old version provided by Verint that is no longer supported. Changes in JEA's hardware and software systems has rendered some functionalities in-operational (ie. screen recording). The new proposed solution provides many additional features over the competition, by first meeting nearly all outlined requirements of call and screen recording, quality monitoring, performance management, scheduling, etc., but also providing a more sophisticated and robust set of tools to accomplish many of these functions with more accuracy. The integrated Verint platform will provide additional features, such as automated quality management, robust reporting creation, blended media scheduling to support new functionality such as eGain, real time desk top monitoring, and 'what-if' strategic forecasting functionality. Verint is recognized as providing a unified and automated workflow-driven suite spanning all core traditional WFO functions with best-of-breed capabilities and is one of only two recognized Gartner Magic Quadrant leading WEM systems. This is a newer version of the existing JEA Verint Software in which over 150 JEA employees are already familiar with so this will provide a lot of value to JEA and result in better service to JEA's call center and customers.

The solution also includes implementation for the following functionalities:

- Long Term Forecasting and Staff Planning
- Scheduling, Scheduling Modifications, and Exception Activities
- Intraday Management
- Schedule Adherence and Compliance

- Agent Empowerment and Communication
- Real Time Monitoring and Contact Audio Recording
- Screen Capture
- Audio Review and Management
- Speech and Text Analytics
- Evaluation and Agent Scorecards and Reporting

Replay Systems - Verint submitted a BAFO at the same price as their original offer however they were still the highest ranking company due to very high quality rankings compared to the other Respondents. JEA engaged in further negotiation with highest ranking Replay Systems and was able to negotiate a final offer of \$974,990.00 under JEA's budget of \$975,000.00, resulting in a sourcing savings of \$398,810.00. This was largely due to JEA currently having a Verint system in place, and the ability to keep the outdated system if the solution did not more closely align with the budget. Procurement tracks two different types of savings. The total cost difference is comparing the current pricing with the proposed pricing (+/-). The total sourcing savings is determined by negotiations, BAFO savings and value added savings. Below is the result for this award:


- Total cost difference: N/A
- Total sourcing savings: \$398,810.00

026-20 -Request approval to award a contract to Replay Systems, Inc. for the Workforce Engagement Management (WEM) Software Solution and Implementation in the amount of \$974,990.00, subject to the availability of lawfully appropriated funds.

Director: Growcock, Robert T. - Dir Customer Experience Strategy & Support

VP: Dugan, R. Bruce - Interim Chief Customer Officer

APPROVALS:

 12/04/2020

Chairman, Awards Committee

Date

 12/4/2020

Budget Representative

Date

026-20 Workforce Engagement Management (WEM) Software Solution and Implementation
Appendix B - Response Workbook

1) Workforce Engagement Management (WEM) Software Solution and Implementation				Replay Systems, Inc.	
Provider shall submit pricing to provide the WFO Solution requirements provided in this Solicitation. All bid prices shall include all parts, labor, travel, tools and materials to provide the requirements. All costs to any necessary modules for compliance to state and federal requirements shall be included at no additional cost. No additional fees shall apply.					
Description of Services					
1.1 Annual Software Licenses Cost					
Bidder agrees to provide JEA a non-revocable right to install and use the various Applications on prescribed devices during the five (5) year term of agreement. Licensing shall be single sign-on.					
Item No	Description	Estimated Qty	Unit of Measure	Unit Price	Total Five (5) Year Price
1.1.1	Software Licenses (Regular Business Users) - Cloud Based Solution (Annual Subscription Cost)	150	per one (1) year per license	\$ 1,338.00	\$ 1,003,500.00
1.1.2	Software Licenses (Power Users) - Cloud Based Solution (Annual Subscription Cost)	20	per one (1) year per license	\$ 1,338.00	\$ 133,800.00
1.1.3	Software Licenses (Regular Business Users) - On Premise Solution (Annual Subscription Cost)	150	per one (1) year per license	\$ 879.40	\$ 659,550.00
1.1.4	Software Licenses (Power Users) - On Premise Solution (Annual Subscription Cost)	20	per one (1) year per license	\$ 879.40	\$ 87,940.00
1.1.5	Total 5 Year On Premise Subscription Cost (edited description for accuracy)				\$ 747,490.00
Description of Services					
1.2 Setup / Implementation Fees					
1.2.1 Setup / Implementation -					
Please reference Section 4 of Appendix A - Technical Specifications. Any travel expenses shall be included and shall be subject to Appendix A - JEA Travel Policy. All costs to any necessary modules for compliance to state and federal requirements shall be included at no additional cost.					
Item No	Description				
1.2.2	Planning, Analysis, and Design	Not to Exceed (NTE) Hours		Hourly Rate	Total Price
1.2.3	Project management / Non-Technical Team Professional Services	50.0		\$ 250.00	\$ 12,500.00
	Technical Team Professional Services				
1.2.4	Analysis	20.0		\$ 250.00	\$ 5,000.00
1.2.5	Configuration	40.0		\$ 250.00	\$ 10,000.00
1.2.6	Development/Customization	50.0		\$ 250.00	\$ 12,500.00
1.2.7	Unit, Configuration and system	50.0		\$ 250.00	\$ 12,500.00
1.2.8	Testing	20.0		\$ 250.00	\$ 5,000.00
1.2.9	Total Setup / Implementation - Planning, Analysis, and Design				\$ 57,500.00
Item No	Description				
1.2.10	Construction and Testing	Not to Exceed (NTE) Hours		Hourly Rate	Total Price
	Project management / Non-Technical Team Professional Services	50.0		\$ 250.00	\$ 12,500.00
	Technical Team Professional Services				
1.2.11	Analysis	20.0		\$ 250.00	\$ 5,000.00
1.2.12	Configuration	40.0		\$ 250.00	\$ 10,000.00
1.2.13	Development/Customization	50.0		\$ 250.00	\$ 12,500.00
1.2.14	Unit, Configuration and system	50.0		\$ 250.00	\$ 12,500.00
1.2.15	Testing	20.0		\$ 250.00	\$ 5,000.00
1.2.16	Total Setup / Implementation - Construction and Testing				\$ 57,500.00
Item No	Description				
1.2.17	Startup and Turnover	Not to Exceed (NTE) Hours		Hourly Rate	Total Price
1.2.18	Project management / Non-Technical Team Professional Services	50.0		\$ 250.00	\$ 12,500.00
	Technical Team Professional Services				
1.2.19	Analysis	20.0		\$ 250.00	\$ 5,000.00
1.2.20	Configuration	40.0		\$ 250.00	\$ 10,000.00
1.2.21	Development/Customization	50.0		\$ 250.00	\$ 12,500.00
1.2.22	Unit, Configuration and system	50.0		\$ 250.00	\$ 12,500.00
1.2.23	Testing	20.0		\$ 250.00	\$ 5,000.00
1.2.24	Total Setup / Implementation - Construction and Testing				\$ 57,500.00
1.2.26	Total Setup / Implementation Fees				\$ 172,500.00
Description of Services					

026-20 Workforce Engagement Management (WEM) Software Solution and Implementation
Appendix B - Response Workbook

1.3 Recurring Annual Maintenance and Support					
Costs shall include, but may not be limited to Maintenance and Support, must include technical support, customizations, and free software upgrades. All costs to any necessary modules for compliance to state and federal requirements shall be included at no additional cost. JEA specifies the Recurring Annual Maintenance and Support to contain the service level agreement below:					
Item No	Description	Estimated Qty	Unit of Measure	Unit Price	Total Five (5) Year Price
1.3.1	Maintenance and Support - During the term of the Program, Bidder agrees to maintain its platform and systems to a commercially reasonable level, provide complimentary timely repair of material deficiencies, to provide limited unobtrusive updates and software revisions, and to support its platform and systems to a commercially reasonable level with customer service available from 9 a.m. to 5 a.m. eastern standard time during the term.	5	per one (1) year	0	0
	<u>Service Level Agreement - Customer Service</u> Maintenance and Support shall be subject to a service level agreement. The service level agreement shall contain the quality criteria and the at risk percentages contained in this Section. <u>Service Level Agreement - Software</u> Overall uptime of Respondent hosted administrative site shall not be less than 99% including agreed upon maintenance windows. Outages in excess of this service level shall pay a \$100 / outage.	Severity	Quality Criteria	Definition	% of Monthly Maintenance and Support Fees at Risk
		Critical	Average Response Time <= 1 Hour	Business outage or significant customer impact that threatens future productivity	5%
		Urgent	Average Response Time <= 2 Hours	High-impact problem where production is proceeding, but in a significantly impaired fashion; there is a time-sensitive issue important to long term productivity that is not causing an immediate work stoppage; or there is significant customer concern.	2%
		Important	Average Response Time <= 4 Hours	Important issue that does not have significant current productivity impact	2%
		Monitor	Average Response Time <= 1 business day	Issue requiring no further action beyond monitoring for follow-up, if needed	1%
		Informational	Average Response Time <= 2 business days	Request for information only	1%
	Total \$ of Monthly Maintenance and Support Fees at Risk \$ -				
1.3.3	Total Recurring Annual Maintenance and Support				\$ -
Item No	Description	Estimated Qty	Unit of Measure	Unit Price	Total Price
1.4.1	Training Training is to be completed for approximately twenty (20) users including but not limited to all admins and end users before launch. Contact center employees shall be trained by JEA personnel. Onsite support at a minimal of 30 days after implementation/launch. Training deliverables to include: written material, CBTs, classroom training, robust Q&A, daily triage of performance	1	per lump sum	\$ 55,000.00	55000
1.4.2	Total Training				\$ 55,000.00
1.5	TOTAL BID PRICE (Transfer this Amount to Appendix B - Response Form)				\$ 974,990.00
Item No	Description				

2) Optional Items

JEA is soliciting pricing for the optional items contained in this Section. Pricing for the optional items below will not be included in the evaluation of the Quotation of Rates.

2.1	Optional Item 1 - Additional license count Bidder agrees to provide JEA a non-revocable right to install and use the various Applications on prescribed devices during the (potential) five (5) year term of agreement. Estimated number of additional licenses is 75. JEA is exploring the tradeoffs between an on-premise solution and a cloud based solution. Please describe any tiered pricing discount that may apply. Respondent shall provide pricing for both alternatives where indicated below:				
Item No	Description	Estimated Qty	Unit of Measure	Unit Price	Total Five (5) Year Price
2.1.1	Software Licenses (Regular Business Users) - Cloud Based Solution (Annual Subscription Cost)	75	per one (1) year per license	\$ 1,338.00	\$ 501,750.00
2.1.2	Software Licenses (Regular Business Users) - On Premise Solution (Annual Subscription Cost)	75	per one (1) year per license	\$ 1,397.00	\$ 523,875.00

Respondent	Total Bid Price	Points
ATSG - UDT - CALABRIO on premise	\$ 940,438.45	28.32
ATSG - UDT - CALABRIO SaaS	\$ 970,679.12	27.44
Presidio - CALABRIO - SaaS	\$ 963,735.00	27.63
Presidio - NICE - On Premise		
Presidio - NICE - SaaS		
Presidio - ZOOM - SaaS	\$ 760,875.60	35.00
Replay Systems - VERINT - On Prem	\$ 1,364,800.00	19.51
Replay Systems - VERINT - SaaS	\$ 1,364,800.00	19.51

Financials

Budgetary Cost Estimates

Cost estimates have been requested for budgetary purposes only and should be based upon the parameters defined within this document. Please provide an estimated price for the product/application. Approximately 170 users are expected to use the proposed solution.

Below are two models for JEA's consideration.

Cloud Model: AQM, WFM, Analytics Bundle for 170 users						
	Qty	Monthly	Monthly Total	Annual Total	5-year Total	
AQM, WFM, Analytics Bundle	170	\$ 87.20	\$ 14,824.00	\$ 177,888.00	\$ 889,440.00	
			Total Price			
Pro Services			\$ 56,669.12			
Training			\$ 24,570.00			
Total one time Fee					\$ 81,239.12	
				Total	\$ 970,679.12	

On-Prem Model: AQM, WFM, Analytics Bundle for 170 users						
	Qty	Unit Price	Extended		5-year Total	
AQM, WFM, Analytics Bundle	170	\$ 2,450.80	\$ 416,636.00		\$ 416,636.00	
Maintenance	170	502.194	\$ 85,372.98		\$ 426,864.90	
			Total Price			
Pro Services			\$ 72,367.10			
Training			\$ 24,570.00			
Total one time Fee					\$ 96,937.10	
				Total	\$ 940,438.00	

ITN# 026-20 Workforce Engagment Management (WEM)

	Round One				Round Two				Final	
	Appendix B - Quotation of Rates (35Points)	Past Performance / Company Experience (20 Points)	Ability to Meet the Business Requirements (30 Points)	Ability to Design an Approach and Workplan to Meet the Project Requirements (15 Points)	Total	Rank	Vendor Presentation (35 Points)	Appendix B - Quotation of Rates (BAFO) (35 Points)	Total	Rank
Overall Average Vendor Scores										
ATSG - UDT - CALABRIO on premise	28.32	10.08	19.33	8.00	65.73	3	17.7	32.81	87.90	3
ATSG-UDT-CALABRIO-SaaS	27.44	10.08	19.33	8.33	65.19	4				
Presidio - CALABRIO - On Prem	27.63	12.75	19.33	5.33	65.05	5	19.4	35.00	91.82	2
Presidio-NICE-On-Premise										
Presidio-NICE-SaaS										
Presidio-ZOOM-SaaS	35.00	6.25	6.67	7.00	54.92	6				
Replay Systems - VERINT - On Prem	19.51	18.08	23.33	10.33	71.26	1	26.3	26.01	104.10	1
Replay Systems-VERINT-SaaS	19.51	18.08	23.33	10.00	70.93	2				

Brown, Jamie	Appendix B - Quotation of Rates (35Points)	Past Performance / Company Experience (20 Points)	Ability to Meet the Business Requirements (30 Points)	Ability to Design an Approach and Workplan to Meet the Project Requirements (15 Points)	Total	Rank	Vendor Presentation (35 Points)	Vendor Presentation Rank
ATSG - UDT - CALABRIO on premise	28.32	8.00	20.00	9.00	65.32	4	15	3
ATSG-UDT-CALABRIO-SaaS	27.44	8.00	20.00	9.00	64.44	5		
Presidio - CALABRIO - SaaS	27.63	14.00	20.00	4.00	65.63	3	16	2
Presidio-NICE-On-Premise								
Presidio-NICE-SaaS								
Presidio-ZOOM-SaaS	35.00	3.00	10.00	10.00	58.00	6		
Replay Systems - VERINT - On Prem	19.51	19.50	25.00	9.00	73.01	1	21	1
Replay Systems-VERINT-SaaS	19.51	19.50	25.00	9.00	73.01	1		

Todd, Landon	Appendix B - Quotation of Rates (35Points)	Past Performance / Company Experience (20 Points)	Ability to Meet the Business Requirements (30 Points)	Ability to Design an Approach and Workplan to Meet the Project Requirements (15 Points)	Total	Rank	Vendor Presentation (35 Points)	Vendor Presentation Rank
ATSG - UDT - CALABRIO on premise	28.32	10	20	5	63.32	3	17	3
ATSG-UDT-CALABRIO-SaaS	27.44	10.0	20.0	5.0	62.44	4		
Presidio - CALABRIO - SaaS	27.63	11.0	20.0	3.0	61.63	5	20	2
Presidio-NICE-On-Premise								
Presidio-NICE-SaaS								
Presidio-ZOOM-SaaS	35.00	6.0	5.0	5.0	51.00	6		
Replay Systems - VERINT - On Prem	19.51	15.0	20.0	9.0	63.51	1	29	1
Replay Systems-VERINT-SaaS	19.51	15.0	20.0	9.0	63.51	1		

Growcock, Rob	Appendix B - Quotation of Rates (35Points)	Past Performance / Company Experience (20 Points)	Ability to Meet the Business Requirements (30 Points)	Ability to Design an Approach and Workplan to Meet the Project Requirements (15 Points)	Total	Rank	Vendor Presentation (35 Points)	Vendor Presentation Rank
ATSG - UDT - CALABRIO on premise	28.32	12.25	18	10	68.57	4	21	3
ATSG-UDT-CALABRIO-SaaS	27.44	13.3	18.0	11.0	68.88	3		
Presidio - CALABRIO - SaaS	27.63	13.3	18.0	9.0	67.88	5	22.2	2
Presidio-NICE-On-Premise								
Presidio-NICE-SaaS								
Presidio-ZOOM-SaaS	35.00	9.8	5.0	6.0	55.75	6		
Replay Systems - VERINT - On Prem	19.51	19.8	25.0	13.0	77.26	1	29	1
Replay Systems-VERINT-SaaS	19.51	19.8	25.0	13.0	76.26	2		

Total Vendor Scores	Brown, Jamie	Todd, Landon	Growcock, Rob
ATSG - UDT - CALABRIO on premise	65.32	63.32	68.57
ATSG-UDT-CALABRIO-SaaS	64.44	62.44	68.69
Presidio - CALABRIO - SaaS	65.63	61.63	67.88
Presidio-NICE-On-Premise	0.00	0.00	0.00
Presidio-NICE-SaaS	0.00	0.00	0.00
Presidio-ZOOM-SaaS	58.00	51.00	55.75
Replay Systems - VERINT - On Prem	73.01	63.51	77.26
Replay Systems-VERINT-SaaS	73.01	63.51	76.26

	Round One		BAFO	
Quotation Amounts	Bid Amount	Points	Bid Amount	Points
ATSG - UDT - CALABRIO on premise	\$ 940,438.45	28.32	\$ 772,999.97	32.81
ATSG-UDT-CALABRIO-SaaS	\$ 970,679.12	27.44	Eliminated per Addendum 6	N/A
Presidio - CALABRIO - SaaS	\$ 963,735.00	27.63	\$ 724,682.70	35.00
Presidio-NICE-On-Premise	Disqualified	N/A	Disqualified	N/A
Presidio-NICE-SaaS	Disqualified	N/A	Disqualified	N/A
Presidio-ZOOM-SaaS	Disqualified	N/A	Disqualified	N/A
Replay Systems - VERINT - On Prem	\$ 1,364,800.00	19.51	\$ 974,990.00	26.01
Replay Systems-VERINT-SaaS	\$ 1,364,800.00	19.51	Eliminated per Addendum 6	N/A

Eliminated in Round One

Eliminated in Round Two per Addendum 6

ITN# 026-20 Workforce Engagment Management (WEM)

Round One					Round Two			Final		
	Appendix B - Quotation of Rates (35Points)	Past Performance / Company Experience (20 Points)	Ability to Meet the Business Requirements (30 Points)	Ability to Design an Approach and Workplan to Meet the Project Requirements (15 Points)	Total	Rank	Vendor Presentation (35 Points)	Appendix B - Quotation of Rates (BAFO) (35 Points)	Total	Rank
Overall Average Vendor Scores										
ATSG - UDT - CALABRIO on premise	28.32	10.08	19.33	8.00	65.73	3	17.7	32.81	87.90	3
ATSG - UDT - CALABRIO SaaS	27.44	10.08	19.33	8.33	65.19	4				
Presidio - CALABRIO - On Prem	27.63	12.75	19.33	5.33	65.05	5	19.4	35.00	91.82	2
Presidio - NICE - On Premise										
Presidio - NICE - SaaS										
Presidio - ZOOM - SaaS										
Presidio - ZOOM - SaaS	25.00	6.25	6.67	7.00	54.92	6				
Replay Systems - VERINT - On Prem	19.51	18.08	23.33	10.33	71.26	1	26.3	26.01	104.10	1
Replay Systems - VERINT - SaaS	19.51	18.08	23.33	10.00	70.93	2				

Brown, Jamie	Appendix B - Quotation of Rates (35Points)	Past Performance / Company Experience (20 Points)	Ability to Meet the Business Requirements (30 Points)	Ability to Design an Approach and Workplan to Meet the Project Requirements (15 Points)	Total	Rank	Vendor Presentation (35 Points)	Vendor Presentation Rank
ATSG - UDT - CALABRIO on premise	28.32	8.00	20.00	9.00	65.32	4	15	3
ATSG - UDT - CALABRIO SaaS	27.44	8.00	20.00	9.00	64.44	5		
Presidio - CALABRIO - SaaS	27.63	14.00	20.00	4.00	65.63	3	16	2
Presidio - NICE - On Premise								
Presidio - NICE - SaaS								
Presidio - ZOOM - SaaS	25.00	2.00	10.00	10.00	58.00	6		
Replay Systems - VERINT - On Prem	19.51	19.50	25.00	9.00	73.01	1	21	1
Replay Systems - VERINT - SaaS	19.51	19.50	25.00	9.00	72.01	1		

Todd, Landon	Appendix B - Quotation of Rates (35Points)	Past Performance / Company Experience (20 Points)	Ability to Meet the Business Requirements (30 Points)	Ability to Design an Approach and Workplan to Meet the Project Requirements (15 Points)	Total	Rank	Vendor Presentation (35 Points)	Vendor Presentation Rank
ATSG - UDT - CALABRIO on premise	28.32	10	20	5	63.32	3	17	3
ATSG - UDT - CALABRIO SaaS	27.44	10.0	20.0	5.0	62.44	4		
Presidio - CALABRIO - SaaS	27.63	11.0	20.0	3.0	61.63	5	20	2
Presidio - NICE - On Premise								
Presidio - NICE - SaaS								
Presidio - ZOOM - SaaS	25.00	6.0	5.0	5.0	51.00	6		
Replay Systems - VERINT - On Prem	19.51	15.0	20.0	9.0	63.51	1	29	1
Replay Systems - VERINT - SaaS	19.51	15.0	20.0	9.0	62.51	1		

Growcock, Rob	Appendix B - Quotation of Rates (35Points)	Past Performance / Company Experience (20 Points)	Ability to Meet the Business Requirements (30 Points)	Ability to Design an Approach and Workplan to Meet the Project Requirements (15 Points)	Total	Rank	Vendor Presentation (35 Points)	Vendor Presentation Rank
ATSG - UDT - CALABRIO on premise	28.32	12.25	18	10	68.57	4	21	3
ATSG - UDT - CALABRIO SaaS	27.44	12.3	18.0	11.0	68.69	3		
Presidio - CALABRIO - SaaS	27.63	13.3	18.0	9.0	67.88	5	22.2	2
Presidio - NICE - On Premise								
Presidio - NICE - SaaS								
Presidio - ZOOM - SaaS	25.00	9.8	5.0	6.0	55.75	6		
Replay Systems - VERINT - On Prem	19.51	19.8	25.0	13.0	77.26	1	29	1
Replay Systems - VERINT - SaaS	19.51	19.8	25.0	12.0	76.26	2		

Total Vendor Scores	Brown, Jamie	Todd, Landon	Growcock, Rob
ATSG - UDT - CALABRIO on premise	65.32	63.32	68.57
ATSG - UDT - CALABRIO SaaS	64.44	62.44	68.69
Presidio - CALABRIO - SaaS	65.63	61.63	67.88
Presidio - NICE - On Premise	0.00	0.00	0.00
Presidio - NICE - SaaS	0.00	0.00	0.00
Presidio - ZOOM - SaaS	58.00	51.00	55.75
Replay Systems - VERINT - On Prem	73.01	63.51	77.26
Replay Systems - VERINT - SaaS	72.01	62.51	76.26

Quotation Amounts	Round One		BAFO	
	Bid Amount	Points	Bid Amount	Points
ATSG - UDT - CALABRIO on premise	\$ 940,438.45	28.32	\$ 772,999.97	32.81
ATSG - UDT - CALABRIO SaaS	\$ 970,679.12	27.44	Eliminated per Addendum 6	N/A
Presidio - CALABRIO - SaaS	\$ 963,735.00	27.63	\$ 724,682.70	35.00
Presidio - NICE - On Premise	Disqualified	N/A	Disqualified	N/A
Presidio - NICE - SaaS	Disqualified	N/A	Disqualified	N/A
Presidio - ZOOM - SaaS	Disqualified	N/A	Disqualified	N/A
Replay Systems - VERINT - On Prem	\$ 1,364,800.00	19.51	\$ 974,990.00	26.01
Replay Systems - VERINT - SaaS	\$ 1,364,800.00	19.51	Eliminated per Addendum 6	N/A

Eliminated in Round One
Eliminated in Round Two per Addendum 6



Formal Bid and Award System

Award #7 December 3, 2020

Type of Award Request: CONTRACT AMENDMENT**Requestor Name:** Tablada, Alan S. - Mgr, Laboratory Services**Requestor Phone:** (904) 665-5760**Project Title:** Environmental Sampling and Analysis for JEA**Cost Center Number:** HWD0300**Project Location:** JEA**Funds:** O&M**Budget Estimate:** \$100,000.00**Scope of Work:**

The purpose of this specification is to obtain testing services for a qualified contractor to perform environmental sampling and analysis for JEA that operate water treatment facilities, waste ponds, chemical waste treatment systems, groundwater monitoring wells and power generating equipment within and about the Duval County Area. The majority of the testing will be related to samples obtained by JEA personnel from the generating and wastewater treatment facilities; however, the work is not limited to these areas. Other work requirements within JEA service areas may be required.

JEA ITN#: 89724**CPA #:** 168863**Purchasing Agent:** King, David**Is this a Ratification?:** NO**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
PACE ANALYTICAL SERVICES LLC	David Chaffman	david.chaffman@pacelabs.com	8 East Tower Circle Ormond Beach, FL 32174	(386) 676-4816	\$100,000.00

Amount of Original Award: \$300,000.00**Date of Original Award:** 10/04/2017**Change Order Amount:** \$100,000.00**New Not-To-Exceed Amount:** \$400,000.00**Length of Contract/PO Term:** Three (3) Years w/Two (2) – 1 Yr. Renewals**Begin Date (mm/dd/yyyy):** 10/05/2017**End Date (mm/dd/yyyy):** 10/04/2021**Renewal Options:** One (1) – 1 Yr. Renewal**JSEB Requirement:** N/A – Optional

Background/Recommendations:

Awarded informally on 04/26/2017 for a not-to-exceed amount of \$300,000.00 to Pace Analytical Services LLC. A copy of the original Tab Sheet and vendor proposal is attached as backup. Note that the awarded amount was based on the budget, not the bid amount. The contract was subsequently renewed for one year on 10/05/2020 with a new expiration date of 10/04/2021. No additional funds were requested at that time.

This award request is for a contract increase to Pace Analytical Services LLC for the environmental sampling and analysis of drinking water, wastewater, groundwater and other matrices. The original estimate was based on historical testing requirements and the number of JEA treatment facilities. Pace Analytical Services is our primary contract laboratory for analytical testing. They are typically used for laboratory analysis that JEA is not certified for, including organic methods, cyanides and some drinking water methods. Occasionally, when the JEA laboratory equipment is out of service, and in order to meet our customer reporting, the analyses are sent to Pace Analytical Services. There also may be situations where JEA lab employees are stretched and the supervisors in the area choose to subcontract analyses in order to meet customer reporting requirements. This contract increase request is based on historical annual spending and will cover the outsourced testing for the remainder of the term of the contract.

Request approval to award a contract amendment to Pace Analytical Services LLC to increase the contract for environmental sampling and analysis for JEA by \$100,000.00, for a new not-to-exceed amount of \$400,000.00, subject to the availability of lawfully appropriated funds.

Director: Holbrooks, Kevin E. - Dir Air & Laboratory Permitting & Compliance

GM: Young, Wayne - Interim Chief Environmental Officer

APPROVALS:

 12/04/2020

Chairman, Awards Committee **Date**

 12/4/2020

Budget Representative **Date**

APPENDIX B - RESPONSE FORM – PAGE 1 OF 2
ITN - 89724 – ENVIRONMENTAL SAMPLING AND ANALYSIS FOR JEA & SJRPP

Submit a scanned signed copy of this document to moorea@jea.com

Company Name: Pace Analytical Services, LLC

Company's Address 8 East Tower Circle, Ormond Beach, FL 32174

State of Florida NELAC Certification E83079

Phone Number 386-676-4816 FAX No: 386-673-4001 EMAIL Address: david.chaffman@pacelabs.com

BID SECURITY REQUIREMENTS

☒ None required
☐ Certified Check or Bond
_____ % \$ _____

TERM OF CONTRACT

☐ One Time Purchase
☒ Annual Requirements - **3 Years w/ 2 - (1) year renewal options**
☐ One Time Purchase

SAMPLE REQUIREMENTS

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

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND

☒ None required
☐ Bond required \$ _____ % of Bid Award

Quote the following materials **F.O.B.: Jacksonville, FL**

Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES:			TOTAL 3 YEAR BID PRICE
1	ENVIRONMENTAL SAMPLING AND ANALYSIS FOR JEA & SJRPP Total from Response Workbook			<u>\$ 697,642.86</u>

BIDDER CERTIFICATION

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

We have received addenda

1 through 3

Handwritten Signature of Authorized Officer of Company or Agent

Ron Kerr, Vice President SE Region
Printed Name and Title

05/18/17

Date

ITN

Bidder Name: **Pace Analytical Services, LLC**

Item Description	Estimated 1 yr		Unit	Method(s)	Unit Price	3 year Bid Total
	Quantity	Testing				
1.1. Alkalinity	15		ea.		\$ 8.50	\$ 382.50
1.2. Ammonia	60		ea.		\$ 8.50	\$ 1,530.00
1.3. BOD	30		ea.		\$ 11.50	\$ 1,035.00
1.4. Bromide	30		ea.		\$ 10.00	\$ 900.00
1.5. Bromate	30		ea.		\$ 10.00	\$ 900.00
1.6. Carbon, Total Organic (TOC)	15		ea.		\$ 9.50	\$ 427.50
1.7. CBOD	30		ea.		\$ 11.50	\$ 1,035.00
1.8. Chlorophyll a	200		ea.		\$ 17.00	\$ 10,200.00
1.9. COD	15		ea.		\$ 6.00	\$ 270.00
1.10. Chloride	75		ea.		\$ 4.00	\$ 900.00
1.11. Chlorine, total residual	30		ea.		\$ 4.50	\$ 405.00
1.12. Coliform, fecal (Non-Potable)	60		ea.		\$ 8.00	\$ 1,440.00
1.13. Coliform, total & fecal (Drinking Water)	60		ea.		\$ 8.00	\$ 1,440.00
1.14. Color	30		ea.		\$ 4.50	\$ 405.00
1.15. Conductivity	30		ea.		\$ 8.00	\$ 720.00
1.16. Cyanide	360		ea.		\$ 15.00	\$ 16,200.00
Drinking Water - Consumptive Use Permit - Alkalinity, Conductivity, TDS, Hardness, Cations: Calcium, Iron, Magnesium, Potassium, Sodium, Anions: Sulfate, Chloride, Anion/Cation balance.	225		ea.		\$ 43.50	\$ 29,362.50
1.17. Drinking Water-Florida - Trihalomethanes	120		ea.		\$ 17.00	\$ 6,120.00
1.18. Drinking Water-Florida - Haloacetic acids	120		ea.		\$ 38.00	\$ 13,680.00
1.19. Drinking Water-Florida - Asbestos	30		ea.		\$ 75.00	\$ 6,750.00
1.20. Drinking Water-Florida - Dioxin	30		ea.		\$ 175.00	\$ 15,750.00
1.21. Drinking Water-Florida - Gross Alpha	300		ea.		\$ 23.00	\$ 20,700.00
1.22. Drinking Water-Florida - Gross Alpha	300		ea.		\$ 23.00	\$ 20,700.00
1.23. Drinking Water - Radium 226 & 228	40		ea.		\$ 98.00	\$ 11,760.00
1.24. Fluoride	15		ea.		\$ 4.00	\$ 180.00
1.25. Ion Chromatography, anions - Sulfate, Chloride,Ortho-P, Fluoride, Nitrate, Nitrite	150		ea.		\$ 24.00	\$ 10,800.00
1.26. JEA Waste Oil Analysis (PCB in oil by SW846 3580A, 8082 - 1016, 1221, 1232, 1242, 1248, 1254, 1260	75		ea.		\$ 34.00	\$ 7,650.00
1.27. MBAS (Surfactants)	75		ea.		\$ 21.00	\$ 4,725.00
1.28. Metal, Chromium trivalent	30		ea.		\$ 5.00	\$ 450.00
1.29. Metal, Chromium hexavalent	30		ea.		\$ 45.00	\$ 4,050.00
1.30. Metal, Mercury	150		ea.		\$ 10.00	\$ 4,500.00
1.31. Low Level Mercury (1631)	60		ea.		\$ 55.00	\$ 9,900.00
1.32. Metals, ICP Scan -Al, Sb, As, Ba, Be, B, Cd, Ca, Cr, Co, Cu, Fe, Pb, Li, Mg, Mn, Mo, Ni, P, K, Se, Si, Ag, Na, Sr, Ti, Sn, Ti, V, Zn	150		ea.		\$ 99.00	\$ 44,550.00
1.33. Metals Method 6010B - Al, Sb, As, Ba, Be, B, Cd, Ca, Cr, Co, Cu, Fe, Pb, Li, Mg, Mn, Mo, Ni, P, K, Se, Si, Ag, Na, Sr, Ti, Sn, Ti, V, Zn	150		ea.		\$ 99.00	\$ 44,550.00
1.34. Metals Hg 7470	30		ea.		\$ 11.00	\$ 990.00
1.35. Metals Hg 7471	30		ea.		\$ 11.00	\$ 990.00
1.36. Method 504.1 EDB/DBCP	30		ea.		\$ 18.00	\$ 1,620.00
1.37. Method 508, 508.1	30		ea.		\$ 55.00	\$ 4,950.00
1.38. Method 515.3	30		ea.		\$ 65.00	\$ 5,850.00
1.39. Method 524.2	75		ea.		\$ 35.00	\$ 7,875.00
1.40. Method 525.2	45		ea.		\$ 70.00	\$ 9,450.00
1.41. Method 531.1	45		ea.		\$ 30.00	\$ 4,050.00
1.42. Method 547	45		ea.		\$ 30.00	\$ 4,050.00
1.43. Method 548.1	45		ea.		\$ 50.00	\$ 6,750.00
1.44. Method 549.1	45		ea.		\$ 50.00	\$ 6,750.00
1.45. Method 551.1	45		ea.		\$ 100.00	\$ 13,500.00
1.46. Method 552.1, 552.2	30		ea.		\$ 40.00	\$ 3,600.00
1.47. Method 608/8080 - PCBs/Organochlorine Pesticides	30		ea.		\$ 50.00	\$ 4,500.00
1.48. Method 614/8140 - Organophosphorous pesticides	6		ea.		\$ 75.00	\$ 1,350.00
1.49. Method 615/8150 - Chlorinated Herbicides	6		ea.		\$ 90.00	\$ 1,620.00
1.50. Method 624/8260 - Volatile Organics	150		ea.		\$ 48.00	\$ 21,600.00
1.51. Method 625/8270 - Acid extractables	120		ea.		\$ 43.00	\$ 15,480.00
1.52. Method 625/8270 - Base neutral extractable	120		ea.		\$ 43.00	\$ 15,480.00
1.53. Method 625/8270 - Base neutral/acid and pesticides extractables	75		ea.		\$ 90.00	\$ 20,250.00

1.55.	Nitrate	300	ea.	\$	5.00	\$	4,500.00
1.56.	Nitrite	300	ea.	\$	5.00	\$	4,500.00
1.57.	Nitrate/Nitrite combined	300	ea.	\$	6.00	\$	5,400.00
1.58.	Nitrogen, TKN	300	ea.	\$	12.00	\$	10,800.00
1.59.	Odor, TON	6	ea.	\$	8.00	\$	144.00
1.60.	Oil & Grease HEM/SGT	150	ea.	\$	30.00	\$	13,500.00
1.61.	TRPH FL-PRO	30	ea.	\$	30.00	\$	2,700.00
1.62.	Phenols, total recoverable	300	ea.	\$	12.00	\$	10,800.00
1.63.	Phosphate, ortho	300	ea.	\$	4.50	\$	4,050.00
1.64.	Phosphorous, total	300	ea.	\$	9.00	\$	8,100.00
1.65.	RCRA Appendix IX Metals Ag, As, Ba, Be, Cd, Co, Cr, Cu, Hg, Ni, Pb, Sb, Se, Sn, Tl, V, Zn	30	ea.	\$	70.00	\$	6,300.00
1.66.	RCRA Corrosivity/pH	30	ea.	\$	3.75	\$	337.50
1.67.	RCRA Cyanide total	6	ea.	\$	22.00	\$	396.00
1.68.	RCRA Flash point	30	ea.	\$	22.00	\$	1,980.00
1.69.	RCRA Ignitability Screen	30	ea.	\$	22.00	\$	1,980.00
1.70.	RCRA Paint filter test	30	ea.	\$	4.00	\$	360.00
1.71.	RCRA PCB/chlorinated - Pesticides	30	ea.	\$	70.00	\$	6,300.00
1.72.	RCRA Reactivity	30	ea.	\$	25.00	\$	2,250.00
1.73.	RCRA Sulfide total	30	ea.	\$	18.00	\$	1,620.00
1.74.	RCRA TCLP Herbicides	6	ea.	\$	100.00	\$	1,800.00
1.75.	RCRA TCLP Mercury	30	ea.	\$	35.00	\$	3,150.00
1.76.	RCRA TCLP Metals	30	ea.	\$	80.00	\$	7,200.00
1.77.	RCRA TCLP Metals single	30	ea.	\$	45.00	\$	4,050.00
1.78.	RCRA TCLP Pesticides	6	ea.	\$	85.00	\$	1,530.00
1.79.	RCRA TCLP Semivolatiles	30	ea.	\$	110.00	\$	9,900.00
1.80.	RCRA TCLP Volatiles	30	ea.	\$	70.00	\$	6,300.00
1.81.	RCRA TCLP Herbicides - Matrix Spike	6	ea.	\$	0.01	\$	0.18
1.82.	RCRA TCLP Mercury - Matrix Spike	30	ea.	\$	0.01	\$	0.90
1.83.	RCRA TCLP Metals - Matrix Spike	30	ea.	\$	0.01	\$	0.90
1.84.	RCRA TCLP Metal single - Matrix Spike	30	ea.	\$	0.01	\$	0.90
1.85.	RCRA TCLP Pesticides - Matrix Spike	6	ea.	\$	0.01	\$	0.18
1.86.	RCRA TCLP Semivolatiles - Matrix Spike	30	ea.	\$	0.01	\$	0.90
1.87.	RCRA TCLP Volatiles - Matrix Spike	30	ea.	\$	0.01	\$	0.90
1.88.	Salinity	6	ea.	\$	5.00	\$	90.00
1.89.	Sampling Trip Fee	30	ea.	\$	20.00	\$	1,800.00
1.90.	Sampling Hourly Fee	30	ea.	\$	65.00	\$	5,850.00
1.91.	Solids, settleable	6	ea.	\$	4.75	\$	85.50
1.92.	Solids, total	75	ea.	\$	5.00	\$	1,125.00
1.93.	Solids, total suspended	75	ea.	\$	6.50	\$	1,462.50
1.94.	Solids, total dissolved	75	ea.	\$	8.00	\$	1,800.00
1.95.	Solids, total volatile	75	ea.	\$	7.00	\$	1,575.00
1.96.	Sulfate	180	ea.	\$	5.00	\$	2,700.00
1.97.	Sulfide	120	ea.	\$	8.50	\$	3,060.00
1.98.	Sulfite	60	ea.	\$	11.00	\$	1,980.00
1.99.	Turbidity	30	ea.	\$	4.50	\$	405.00
1.100.	Drinking Water Pb and Cu	150	ea.	\$	14.00	\$	6,300.00
1.101.	Fecal Streptococci	6	ea.	\$	30.00	\$	540.00
1.102.	Enterococci	75	ea.	\$	30.00	\$	6,750.00
1.103.	Giardia, Cryptosporidium	21	ea.	\$	505.00	\$	31,815.00
1.104.	MPN solid matrix	120	ea.	\$	75.00	\$	27,000.00
1.105.	pH solid matrix	30	ea.	\$	4.50	\$	405.00
1.106.	TP-solid	30	ea.	\$	12.50	\$	1,125.00
1.107.	TKN-solid	30	ea.	\$	15.00	\$	1,350.00
1.108.	Student T	12	ea.	\$	175.00	\$	6,300.00
1.109.	Pathogen Sampling - Giardia, Crytosporidium	20	ea.	\$	65.00	\$	3,900.00
1.110.	Method RSK -175 - Methane, Ethane, Ethene and Carbon Dioxide	120	ea.	\$	70.00	\$	25,200.00
TOTAL BID PRICE - 3 YEAR BID TOTAL -							
TRANSFER TO BID FORM - PAGE 1 OF 2							



Formal Bid and Award System

Award #8 December 3, 2020

Type of Award Request: CONTRACT EXTENSION
Requestor Name: Ventura, Mildred - Contract Specialist
Requestor Phone: (904) 665-5201
Project Title: Leased Modular Buildings to House Technical Training at NGS
Project Number: 30801
Project Location: JEA
Funds: O&M
Budget Estimate: \$92,250.00

Scope of Work:

The purpose of this contract extension is to continue to lease the modular buildings currently being used to house JEA's technical training at NGS utilizing the Houston-Galveston Area Council Government Cooperative Agreement (HGAC).

JEA IFB/RFP/State/City/GSA#: HGAC Buy
Purchasing Agent: Selders, Elaine
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Amount
VESTA HOUSING SOLUTIONS LLC DBA VESTA MODULAR	Whatley Law	wlaw@vestahs.com	4446-1A HENDRICKS AVE, STE 116 Jacksonville, Duval, FL 32207	\$92,250.00

Amount of Original Award: \$298,420.66
Award Amount for remainder of this FY: \$67,650.00
Date of Original Award: 12/01/2017
Change Order Amount: \$92,250.00
Amount for entire term of Contract/PO: \$390,670.66
Length of Contract/PO Term: Three (3) Years
Begin Date (mm/dd/yyyy): 12/01/2017
End Date (mm/dd/yyyy): 01/31/2022 (estimated completion of JUTC)
JSEB Requirement: N/A – No JSEBs available

Background/Recommendations:

In December of 2017, JEA entered into an informal agreement with Vesta Modular to lease Modular Office and Storage units. JEA's technical training team had originally been located at St. Johns River Power Park (SJRPP) but had to be relocated when the generating station was decommissioned. In an expedited effort to

find a temporary home for the training team, the decision was made to piggy-back off of the Houston-Galveston Area Council Government Cooperative Agreement where these units had been competitively bid.

JEA originally anticipated needing these units for approximately 36 months at \$3,640.00 per month, and intended to purchase a site and build a permanent JEA Utility Training Center (JUTC) within that time period. After the original contract was signed it was discovered the team would also need two storage containers and ramps for the buildings which increased the monthly amount to \$6,150.00. Due to several delays the JUTC Design Build RFP is just now on the street and these modular units are still needed until JUTC is completed. A current quote and agreement for the leased units are attached as backup.

Leased Units	Number to be Awarded	Unit Price	Monthly Pricing
Modular Classroom 36X40	3	\$910.00	\$2,730.00
Modular Office 36X40	1	\$910.00	\$910.00
Storage Containers 8X40	2	\$125.00	\$250.00
Ramps, Steps & Decks	1	\$2,260.00	\$2,260.00
Totals	7		\$6,150.00


* JEA has no previous price information available for these leased items.

Request approval to award a contract extension to Vesta modular for Leased Modular Buildings to House Technical Training at NGS in the amount of \$92,250.00, for a new not-to-exceed amount of \$390,670.66, subject to the availability of lawfully appropriated funds.


Director: Crane, Christopher T. - Manager, Facilities Operations

Chief: McElroy, Alan D. - Interim Chief Supply Chain Officer

APPROVALS:

 12/04/2020

Chairman, Awards Committee **Date**

 12/4/2020

Budget Representative **Date**



Vesta Modular
 1000 Town Center
 Suite 975
 SOUTHFIELD, MI 48075
 Phone No.: 800.761.7264
 Fax No.: 855.855.7681
 Home Page: www.VestaModular.com
 E-Mail: info@vestamodular.com

RENTAL INVOICE

Invoice Number: RI16202
 Invoice Date: 9/3/2019
 Page: 1

Bill
 To: JEA
 PO Box 4910
 JACKSONVILLE, FL 32201

Ship
 To: JEA - NGS
 4377 Heckscher Drive
 JACKSONVILLE, FL 32226

Customer ID C00054
 Ship Via
 Terms Net 30 Days
 Due Date 10/3/2019
 Salesperson Whatley Law

P.O. Number 170517
 Order Date 2/18/2018
 Our Order No. CRO00010

Items Rented

Item / Description	Quantity	Rental Term	From / Thru	Unit Price	Total Price
CR00067 Modular Classroom 36x40 Item Shipped: CR00067 (SN:DSI 15137 A-C)	1 Each	1 Month	10/01/19 10/31/19	910.00 per Month	910.00
CR00068 Modular Classroom 36x40 Item Shipped: CR00068 (SN:DSI 15138 A-C)	1 Each	1 Month	10/01/19 10/31/19	910.00 per Month	910.00
CR00069 Modular Classroom 36x40 Item Shipped: CR00069 (SN:DSI 15139 A-C)	1 Each	1 Month	10/01/19 10/31/19	910.00 per Month	910.00
MO00017 Modular Office 36x60 Item Shipped: MO00017 (SN:0433232 A-C)	1 Each	1 Month	10/01/19 10/31/19	910.00 per Month	910.00
ST00112 Storage Containers 08x40 Container Item Shipped: ST00112 (SN:941367-9)	1 Each	1 Month	10/01/19 10/31/19	125.00 per Month	125.00
FFE0073 Ramps, Stamps, Decks Item Shipped: FFE0073 (SN:FL- JEA)	1 Each	1 Month	10/01/19 10/31/19	2,260.00 per Month	2,260.00
ST00136 Storage Containers 08x40 Container Double Doors Item Shipped: ST00136 (SN:635601-5)	1 Each	1 Month	10/01/19 10/31/19	125.00 per Month	125.00

Tax	Tax Base	Tax Amount	Total:	6,150.00
1203135000-01-01-12009	6,150.00	0.00		
1203135000-02-01-3662	6,150.00	0.00		

12/2/2020

Modular Building Lease Proposal

Project Name: JEA
Location: Northside Generating station
Module Info: HGAC GA03, GB07

VESTA Modular is pleased to present the following preliminary budget for consideration of the modular solution as discussed. Utilizing our fleet modular buildings, below is the pricing for consideration. The pricing provides the lease rates on the buildings, steps, ramps and 2 containers all included and any other options itemized below.

Modular Building Scope of Work & Pricing:

1. VESTA's modular buildings
2. Steps, ramp, containers included in lease rate
3. Removal of Modular Units
 - Includes: Removal of module units from site location and transportation back to storage at end of the lease term per the executed lease agreement between us.

3 modular classrooms per HGAC GA03, 1 office modular bundled quotation

Lease Pricing: 25-36 Months \$13,206.52 per month (excludes taxes and 5% supplemental administrative fee)

Delivery & Install: One Time \$ not applicable lump sum

Teardown & Return: One Time per the lease agreement between us.

Discounted price from HGAC contract \$6,150.00 per month 25-36 month lease.

Thank you for considering the VESTA Modular, and please don't hesitate to reach out with any questions or additional clarifications as needed.

Sincerely,

Whatley Law, VP Sales & Leasing

VESTA Modular

E: ___wlaw@vestamodular.com

C: 904-813-0199

Clarifications:

- Costs for delivery, installation, decks, steps, and ramps are not included unless indicated above. Delivery and installation costs, if applicable, are valid for 30 days, may require a deposit and must be paid upon completion.
- Lessee is responsible for all required permits and approvals for delivery, installation and use of the equipment.
- Lessee is responsible for care and performing normal preventative maintenance during the lease term including filter service and periodic maintenance of HVAC units at intervals required by the Manufacturer.
- Buildings, furniture and equipment to be returned in the same condition as accepted, ordinary wear and tear accepted. Lessee will be charged for damages, cleaning and/or repairs needed to return the equipment to original condition.
- Lessee to provide obstruction free truck access to the site and properly graded site for unit's installation. The site must be level with no obstructions above or below grade. Installation pricing assumes floor height not to exceed 36" above finish grade. Lessee to provide a suitable staging area for the delivery of modular units to site. VESTA subcontractors will exercise care in the performance of their Work. If damage to asphalt, concrete or other site damage occurs due to site conditions at the time of delivery and installation of the modules by truck, all site restoration will be the responsibility of the Owner.
- Unless otherwise specified, excludes prevailing wages
- Excludes fire alarm, low voltage and fire suppression.
- Excludes plumbing and electrical intermodular connections and lines connection to electric, water and sanitary mains and temporary utilities.
- Excludes the relocation of any underground utilities that may interfere with VESTA Scope of Work.
- Excludes the excavation and removal of classified fill for foundations only. VESTA shall not be responsible for any environmental and/or subsurface conditions.
- All proposals and quotes are subject to VESTA customer credit approval and available inventory. Standard payment terms are 50% of One-Time costs due upon execution with balance due upon completion of work, subject to credit status.
- This proposal is subject to the parties executing VESTA's standard lease agreement.
- All changes to this proposal must be agreed to in writing by VESTA senior management.
- Any work or modifications not specified herein will be considered extras and subject to price increase.
- VESTA subcontractors will exercise care in the performance of their Work. If damage to asphalt, concrete or other site damage occurs due to site conditions at the time of delivery and installation of the modules by truck, all site restoration will be the responsibility of the Owner.
- State and local sale taxes are not included and are Lessee's responsibility upon demand if applicable.
- Supplemental administrative fee is not included in above rate which is 5% of the monthly amount and customer's responsibility to pay.
- This Proposal is based solely upon the Scope of Work contained herein. Any work or modifications not specified herein will be considered extras and will be a change order to the Contract. Change order Work to proceed after Lessee's written acceptance.
- Lessee to provide property Certificate of Insurance equal to the replacement value of the modular units immediately upon their delivery to the job site.
- Teardown and removal charges will be calculated and assessed on a cost plus 15% basis at the end of the lease term. Lessee is required to pay damage/repair costs and dismantle and return costs prior to removal of the units.
- VESTA shall not be held liable for any impacts, delays, labor overruns, material overruns and/or cost overruns related to its work stemming from the current flu epidemic, and/or COVID-19 (Coronavirus epidemic) as defined by the United States Centers for Disease Control and Prevention. VESTA shall further be entitled to a change order for any and all time and costs associated with said epidemic(s).



LEASE AGREEMENT

Lease Agreement Number: WLIII7JEA
 Lease Agreement Date: November 15, 2017

Vesta Housing Solutions, LLC ("Lessor")
 335 E Maple Rd.
 Birmingham, MI 48009

JEA ("Lessee")
 21 West Church St.
 Jacksonville, FL 32202

1. **LEASE.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the personal property ("Equipment") described in each schedule ("Schedule") executed from time to time in accordance with this Lease Agreement ("Agreement"). Each Schedule incorporates all of this Agreement's terms and conditions, and constitutes a complete, individual and severable lease agreement with respect to the specified Equipment.
2. **TERM.**
 - (a) The rental period for the Equipment described on each Schedule begins the earlier of i) the date the Equipment is accepted by the Lessee as substantially complete, or ii) the date the Equipment described in the Schedule(s) is ready for shipment to Lessee as required by the Schedule(s) if substantial completion is delayed due to events not attributable to Lessor, and will continue for the number of consecutive months shown on the Schedule ("Initial Term").
 - (b) Lessee may terminate this Agreement at the expiration of the Initial Term or any Extended Term only by giving the Lessor at least 120 days written notice of such intention to terminate prior to the expiration date for either the Initial Term or any Extended Term. Failure to provide such notice, at Lessor's sole and exclusive option, will result in the term automatically extending for successive terms (each an "Extended Term") at the then current rental rate, plus 5%, for a term totaling the amount of months of the Initial Term or Extended Term. During any and all Extended Terms, all provisions of this Agreement and applicable Schedule remain in full force and effect.
3. **RENT.** Amounts shown on the Schedule are payable by the Lessee on the first day of each month unless otherwise agreed upon in a writing by the parties. Invoices are provided for convenience only, and payment is due regardless of receipt of any invoice. The parties further agree as follows:
 - (a) This Agreement is a net lease. Lessee's duty to pay rent is absolute and unconditional, and Lessee is not entitled to any rent abatements, reductions, or set-offs. Lessee's obligation to pay rent is not altered due to defect or damage, loss of possession, use, or destruction of any or all of the Equipment from any cause. Lessee is responsible for any and all applicable taxes.
 - (b) Lessee will pay for all utility services including, without limitation, electricity, water, gas, sewer and telephone services.
 - (c) Payments not received within 10 days of the due date are subject to a late charge of 10% of the full invoice.
4. **WARRANTY.** Lessor does not provide any warranty(s) and disclaims any and all warranties, including without limitation any warranty of merchantability, fitness for a particular purpose or usage of trade. Lessee's written acceptance and/or occupancy of the Equipment conclusively establishes that the Equipment is in good and efficient operating order, condition and appearance, and that Lessee unconditionally accepts the Equipment "as is".
5. **TITLE.** Title to the Equipment will at all times remain wholly with Lessor. Lessee will not permit a lien or encumbrance to be placed on the Equipment, and will indemnify Lessor, its successors and assigns, against any claim, loss, or damage (including attorneys' fees costs) resulting therefrom. The Equipment is Lessor's personal property, and is not and will not become affixed to the premises on which it is located.
6. **USE.** Lessee will use the Equipment in a careful and proper manner complying with all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment. Lessee will not use or store hazardous materials in the Equipment, and will not permit any unlawful use or handling of the Equipment. Lessee is responsible for all permitting and other related issues, unless specifically stated otherwise, and hereby represents and warrants that it is either the lawful owner or has the permission of the owner of the premises on which the Equipment is to be situated to use and occupy the premises. Lessee may not relocate Equipment without written permission from Lessor. Lessee is solely responsible for ensuring that the Equipment is suitable for its use.
7. **INDEMNITY.** Lessee will indemnify and save Lessor, its successors and assigns, harmless from any loss, cost or expense of any sort or nature (including Lessor's attorneys' fees and costs), and from any liability to any person or entity as a result of any damage to person or property arising out of Lessee's use of the equipment or Lessee's failure of any kind to comply in any respect with and/or perform any of the requirements and provisions of this Agreement. Lessee further agrees to indemnify and save harmless Lessor, its successors and assigns, from any work done in or on the Equipment, or any materials supplied to or in connection with the operation, maintenance, possession, operation or condition, of any of the Equipment performed by Lessee. Lessee will also indemnify and save Lessor, its successors and assigns, harmless from any loss, cost or expense (including reasonable attorneys' fees and costs) of any sort or nature, and from any liability to any person arising from the death of, injury to, or damage to the property of, any third person as a result of, in whole or in part, the use or condition of the Equipment, or any portion thereof, while in custody, possession, or control of Lessee. Lessor will indemnify and save harmless Lessee from any damages, claims or injuries to any parties caused solely by Lessor's acts or omissions only during the installation of the Equipment or while performing warranty work. JEA's indemnification obligations shall be subject to Florida Statute 768.28, which is a partial waiver of sovereign immunity for tort claims only.



LEASE AGREEMENT

8. **ASSIGNMENT.** Lessee does not have the right to assign this Agreement or to sublet any of Equipment without Lessor's written consent. Lessor has the right to assign this Agreement at its sole option.
9. **INSPECTION.** With twenty four (24) hours of verbal notice to Lessee, except when Lessor has a reasonable suspicion of potentially, imminent harmful condition(s) that may adversely affect the Equipment, Lessor has the right during regular business hours to inspect the Equipment. Lessee will allow Lessor, to affix to the Equipment a label or metal plate showing Lessor's name and contact information in a conspicuous location.
10. **REPAIRS, MAINTENANCE, AND MODULAR BUILDING CONDITION.** Lessee agrees, at Lessee's sole cost and expense, to maintain the Equipment at all times in good repair and condition, reasonable wear and tear excepted. Lessee's duties and responsibilities includes, but are not limited to, those described in the Lessee's Preventative Maintenance Responsibilities document which is provided by Lessor. Prior to performing any work or repair on the Equipment, Lessee must obtain Lessor's approval of the work and the vendor(s) Lessee desires to use prior to beginning the work. Approved work and/or repairs must be completed in a good and workmanlike manner in accordance with all applicable laws, rules, and regulations. Lessee will compensate Lessor for any damages caused by either approved or unapproved vendors due to, but not limited to, poor workmanship, negligence, accident, or any other act causing damage to the Equipment.
11. **LOSS OR DAMAGES.** Lessee assumes and bears the entire risk of loss and damage to the Equipment from any cause whatsoever, and will not be relieved of lease obligations due to loss or damage, which shall continue in full force and effect through the applicable term. In the event of loss or **damage** of any kind to the Equipment, Lessee shall, at Lessor's option, (i) repair the Equipment to good repair, condition and working order; or (ii) replace with like Equipment in good repair, condition and working order; or (iii) pay Lessor the greater the Equipment's book value or fair market value. Lessee's payment of the Damage Waiver relieves Lessee of liability in excess of the amount for Equipment specified in the Damage Waiver for loss or damage caused by graffiti, theft, forced or attempted forced entry, earthquake, hail, windstorm, hurricane and tornado. The Damage Waiver shall not bind Lessor unless Lessee (a) takes reasonable precautions against theft and forced entry, (b) notifies Lessor of such event within 3 business days of discovery of such event, (c) delivers to Lessor satisfactory proof of the loss or damage and the police report regarding such event within 30 days of discovery of such event and (d) Lessee complies with the terms of this Lease.
12. **INSURANCE.** As evidenced by certificates of insurances delivered to Lessor, Lessee will procure and keep in full force from the acceptance until the return of all Equipment the following policies of insurance satisfactory to Lessor as to the insurer, form and amount of coverage, with premiums prepaid: i) *Commercial General Liability Insurance*, minimum combined single limit of \$1,000,000 per occurrence, written on an occurrence form, including coverage for premises, operations, contractual liability, broad form property damage, independent contractors and personal injury liability, naming Lessor as an additional insured and endorsing Lessor on this insurance policy; ii) *Commercial Property Insurance*, protecting against all loss and damages, at full replacement cost, sustained or suffered due to the loss of or damage to the Equipment as a result of collision, fire, lightning theft, flood, windstorm, explosion or any other casualty, naming Lessor as a loss payee, and will endorse Lessor on this insurance policy. Notwithstanding the foregoing, Lessee may satisfy this provision by providing a letter of self-insurance from Lessee's Director of Risk Management Services acceptable to Lessor.
13. **EQUIPMENT DAMAGE WAIVER.** In the event the Lessee fails to deliver the required certificates or policies to the Lessor prior to delivery of the Equipment, Lessee will be deemed to have accepted and shall pay for the Equipment Damage Waiver. The Damage Waiver is not insurance, and will only be in effect after Lessee submits payment for the Equipment Damage Waiver charges. The Equipment Damage Waiver relieves Lessee of financial responsibility to Lessor in excess of \$1,000 for ground level offices, mobile offices, and modular buildings in the event that the leased Equipment is lost or damaged due to theft or act of god. The Equipment Damage Waiver is not total damage protection. If the Equipment is damaged due to neglect, vandalism, carelessness, or inadequate security, the Lessee is required to pay the cost of repairs regardless of whether the Lessee purchased an Equipment Damage Waiver. The Lessee may cancel the Equipment Damage Waiver upon receipt by Lessor of the required insurance certificate. The Equipment Damage Waiver does not relieve Lessee of its obligation to provide liability insurance.
14. **DELIVERY & RETURN OF EQUIPMENT.** Lessee will pay for all the Equipment's delivery and return costs to Lessee's specified location, and such work will be performed by Lessor unless otherwise agreed upon. Lessee is responsible for all costs associated with site preparation and accessibility unless otherwise agreed upon and expressly set forth in the Schedule. If Lessor determines the site to be unsuitable, Lessee is responsible for additional charges or consequential damages and any removal, repair or replacement of landscaping or obstacles will be at Lessee's cost. Lessor reserves the right to require advance payment for all charges for delivery, damages and return of the Equipment. In the event pick-up is attempted but the Equipment is not accessible or ready, Lessee is liable for Lessor's costs and expenses of being delayed. Lessee will make the Equipment available for return in good condition and repair, ordinary wear and tear excepted. Lessee will not perform any tear down or return activities and/or services. Equipment returned with accessories, attachments or other missing items, Equipment requiring repairs of any kind, or requiring restoration to original specifications and equipment condition due to alterations or modifications performed by Lessee will remain leased hereunder until said replacements, repairs or restorations have been made or paid for by Lessee in a manner acceptable to Lessor. Any changes, alterations, or improvements immediately, upon their completion, become Lessor's property without compensation to Lessee. At the termination of this Agreement, Lessor may, at its option and at Lessee's sole expense, require Lessee to return the Equipment to their original specifications. Lessee will be solely responsible for all tires, axles, hitches and related hardware, and will pay for replacement of such parts if missing.



LEASE AGREEMENT

15. DEFAULT, REMEDIES & BANKRUPTCY MATTERS.

- (a) If Lessee fails to pay any rent or other amount herein provided within 10 days after same is due and payable, or otherwise materially breaches or is in default of the Agreement or Schedule, Lessor has right to exercise any one or more of the following remedies: (i) declare the entire amount of rent immediately due and payable for one or all Schedules without notice or demand to Lessee and institute a lawsuit for collection of such amounts, (iii) to take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law, and Lessee hereby waives any and all damages occasioned by such taking of possession, (iv) to terminate this Lease and (v) to pursue any other remedy at law or in equity. Lessee grants Lessor a lien in all contents and proceeds thereof to secure payment of the damages in the event of default under this Lease. Lessee agrees to pay all costs of collection including, but not limited to, reasonable attorney's or collection agency fees. Upon default interest on all unpaid amounts shall accrue at the rate of 21% per annum, compounded monthly, however, if this rate exceeds the maximum allowed by law, then interest will accrue at the maximum rate allowed by law, and Lessee agrees to pay such interest. Notwithstanding any repossession or any other action that Lessor may take, Lessee will be liable for the full performance of all obligations on the part of the Lessee to be performed under this Agreement and/or Schedules. All of Lessor's remedies are cumulative, and may be exercised concurrently or separately.
- (b) Lessee agrees to provide Lessor notice of any event of insolvency within 10 days of such event. The Agreement, Schedule(s) and/or Equipment(s) is not assignable or transferable by operation of law. If any proceeding under a bankruptcy act is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if Lessee makes any assignment for the benefit of its creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of the Equipment, Lessor has and may exercise any one or more of the remedies set forth in this section; and this Agreement shall, at the option of the Lessor, without notice, immediately terminate and shall not be treated as an asset of Lessee.

16. **NOTICE.** All written notices must be sent to the Lessor at the addresses provided herein above and to Lessee at the Equipment location(s) identified on the Schedule(s) by certified mail (postage pre-paid) or by a nationally recognized courier service.

17. **MISCELLANEOUS.** This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof, and can only be modified in writing executed by both parties. Lessor's failure at any time to require strict performance by Lessee with any of the provisions of this Agreement does not constitute a waiver by Lessor or diminish Lessor's right thereafter to demand strict compliance the Agreement. This Agreement is governed by and interpreted under the laws of the State of Michigan.

Lessor: **Vesta Housing Solution, LLC**

Lessee: **JEA**

Signature: _____

Name (Printed): Daniel McMurtrie

Title: Chief Executive Officer

Date: _____

Signature: _____

Name (Printed): Heather Bease

Title: Manager

Date: 11/27/17



SCHEDULE 02

The provisions of this Schedule dated November 17, 2017 are subject to the terms and conditions of the Master Lease Agreement # WL1117JEA dated November 17, 2017 by and between Vesta Housing Solutions, LLC, 335 E Maple Rd., Birmingham, MI 48009 ("Lessor"), and JEA ("Lessee"), located at 21 West Church St., Jacksonville, FL 32202 collectively referred to as the "parties" in the Master Lease Agreement and/or Schedule(s). Pursuant to terms of and in accordance with the Master Lease Agreement, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described more particularly below for the consideration set forth below:

MODULAR BUILDING DETAILS:

Quantity	Four (4)
Type	One (1) Modular Office Building & Three (3) Modular Classroom Buildings
Size	One (1) Office 36' x 60'; Three (3) Classrooms 36' x 40'
Serial Numbers	DSI 15137 A-C (CR67); DSI 15138 A-C (CR68); DSI 15139 A-C (CR70); 0433232 A-C (MO17)

DESCRIPTION / LOCATION:

Name	NGS (Northside Generation Station)
Full Address	4377 Heckscher Drive Jacksonville, FL 32226

LEASE DETAILS:

Commencement Date	The earlier of the date of acceptance of the modular building(s) or the date the building(s) is/are ready for shipment. The ready for shipment date will only be used when there is a delay in acceptance that is not attributable to the Lessor.
Term (consecutive months from commencement date)	36 Months
Monthly Lease Payment*	\$3,640
Number of Payments Per Year	12
Total Lease Payments (for entire term)	\$131,040
Date of First Payment	Upon Acceptance

* Does not include state, local or other tax, licensing, maintenance or other applicable charges. If applicable, such charges are Lessee's responsibility.

OTHER DETAILS:

Delivery & Sitework Costs	\$53,800 (Excluding allowance of \$6,850 per unit for steps and ramps)
Delivery & Sitework Payment Details	50% upon execution of this Agreement; final 50% upon acceptance
Dismantle & Return Costs	To be determined at the time of termination of the lease
Dismantle & Return Payment Details	Lessee responsible for teardown and return costs in accordance with MLA provisions

IN WITNESS WHEREOF, the parties hereto have caused this Schedule to be duly executed on the date set forth below by their authorized representatives. Upon execution, this Schedule becomes incorporated by reference to the Master Lease Agreement and is subject to all of the terms, conditions, and/or provisions set forth therein.

☒ (Check if applicable)

Further, Lessee acknowledges the Proposal attached to this Schedule and initialed by Lessee applies to this individual Schedule only. These documents do not apply to any other existing or future Schedules.

Lessor: Vesta Housing Solutions, LLC

Signature: _____

Name (Printed): Daniel McMurtrie

Title: Chief Executive Officer

Date: _____

Lessee: JEA

Signature: _____

Name (Printed): Heather Beard

Title: Manager, Contracts

Date: 11/22/17



SCHEDULE 04

The provisions of this Schedule dated November 29, 2017 are subject to the terms and conditions of the Master Lease Agreement # WL1117JEA dated November 15, 2017 by and between Vesta Housing Solutions, LLC, 335 E Maple Rd., Birmingham, MI 48009 ("Lessor"), and JEA ("Lessee"), located at 21 West Church St., Jacksonville, FL 32202 collectively referred to as the "parties" in the Master Lease Agreement and/or Schedule(s). Pursuant to terms of and in accordance with the Master Lease Agreement, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described more particularly below for the consideration set forth below:

EQUIPMENT DETAILS:

Raised deck platform, ramp, steps as currently designed on the attached Exhibit/Proposal

DESCRIPTION / LOCATION:

Name	NGS (Northside Generation Station)
Full Address	4377 Heckscher Drive Jacksonville, FL 32226

LEASE DETAILS:

Commencement Date	Upon completion of installation and acceptance
Term (consecutive months from commencement date)	36 Months
Monthly Lease Payment*	\$2,260
Number of Payments Per Year	12
Total Lease Payments (for entire term)	\$81,360
Date of First Payment	Upon Acceptance

* Does not include ~~state~~, local or other tax, licensing, maintenance or other applicable charges. If applicable, such charges are Lessee's responsibility

OTHER DETAILS:

Delivery & Sitework Costs	\$11,930 (Includes \$3,000 OSHA course labor cost for deck/ramp crew)
Delivery & Sitework Payment Details	50% due upon execution; 50% due upon acceptance
Dismantle & Return Costs	To be determined at the time of termination of the lease
Dismantle & Return Payment Details	Lessee responsible for teardown and return costs in accordance with MLA provisions

IN WITNESS WHEREOF, the parties hereto have caused this Schedule to be duly executed on the date set forth below by their authorized representatives. Upon execution, this Schedule becomes incorporated by reference to the Master Lease Agreement and is subject to all of the terms, conditions, and/or provisions set forth therein.

☒ (Check if applicable)

Further, Lessee acknowledges the Proposal attached to this Schedule and initialed by Lessee applies to this individual Schedule only. These documents do not apply to any other existing or future Schedules.

Lessor: **Vesta Housing Solutions, LLC**

Signature: _____

Name (Printed): Daniel McMurtrie

Title: Chief Executive Officer

Date: _____

Lessee: **JEA**

Signature: 

Name (Printed): Heather Beares

Title: manager

Date: 12/17/17



SCHEDULE 03

The provisions of this Schedule dated November 29, 2017 are subject to the terms and conditions of the Master Lease Agreement # WL1117JEA dated November 15, 2017 by and between Vesta Housing Solutions, LLC, 335 E Maple Rd., Birmingham, MI 48009 ("Lessor"), and JEA ("Lessee"), located at 21 West Church St., Jacksonville, FL 32202 collectively referred to as the "parties" in the Master Lease Agreement and/or Schedule(s). Pursuant to terms of and in accordance with the Master Lease Agreement, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described more particularly below for the consideration set forth below:

MODULAR BUILDING DETAILS:

Quantity	Two (2)
Type	Storage Containers
Size	8' x 40'
Serial Numbers	TBD

DESCRIPTION / LOCATION:

Name	NGS (Northside Generation Station)
Full Address	4377 Heckscher Drive Jacksonville, FL 32226

LEASE DETAILS:

Commencement Date	Upon arrival at the above location
Term (consecutive months from commencement date)	36 Months
Monthly Lease Payment*	\$250
Number of Payments Per Year	12
Total Lease Payments (for entire term)	\$9,000
Date of First Payment	Upon Acceptance

* Does not include state, local or other tax, licensing, maintenance or other applicable charges. If applicable, such charges are Lessee's responsibility

OTHER DETAILS:

Delivery & Sitework Costs	\$300
Delivery & Sitework Payment Details	With first monthly rental payment
Dismantle & Return Costs	To be determined at the time of termination of the lease
Dismantle & Return Payment Details	Lessee responsible for teardown and return costs in accordance with MLA provisions

IN WITNESS WHEREOF, the parties hereto have caused this Schedule to be duly executed on the date set forth below by their authorized representatives. Upon execution, this Schedule becomes incorporated by reference to the Master Lease Agreement and is subject to all of the terms, conditions, and/or provisions set forth therein.

☒ (Check if applicable)

Further, Lessee acknowledges the Proposal attached to this Schedule and initialed by Lessee applies to this individual Schedule only. These documents do not apply to any other existing or future Schedules.

Lessor: **Vesta Housing Solutions, LLC**

Lessee: **JEA**

Signature: _____

Signature: H. Beaud

Name (Printed): Daniel McMurtrie

Name (Printed): H. Beaud

Title: Chief Executive Officer

Title: Manager

Date: _____

Date: 11/29/17



Formal Bid and Award System

Award #10 December 3, 2020

Type of Award Request: INVITATION TO NEGOTIATE (ITN)
Requestor Name: Becker, Carl R. - Manager Benefits Services
Requestor Phone: (904) 665-7850
Project Title: Stop Loss Policy
Project Number: A0102 Self-Insured Fund
Project Location: JEA
Funds: Self-Insured Fund
Budget Estimate: N/A

Scope of Work:

The services covered under this contract are to provide Stop Loss reimbursements for the Medical and Pharmacy benefits offered through the self-insured plans administered by Blue Cross Blue Shield of Florida, Inc. (aka Florida Blue) in excess of a Specific Deductible limit. Stop loss coverage protects JEA from catastrophic claims in excess of the deductible. This coverage offers Unlimited Benefits following a \$250,000.00 Specific Deductible (2 lasers require a higher Specific Deductible) and Unlimited Lifetime Reimbursement throughout the term limits of the policy which runs 01/01/2021 through 12/31/2021 for paid claims. This contract is a one (1) year policy, and must be reviewed and rebid independently each year.

JEA IFB/ITN/State/City/GSA#: 101-20
Purchasing Agent: Selders, Elaine Lynn
Is this a ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Address	Phone	Amount
BLUE CROSS BLUE SHIELD OF FLORIDA, INC.	4800 DEERWOOD CAMPUS PKWY, CCR DCC 100, JACKSONVILLE FL 32246	(904) 905-8068	\$1,488,974.00

Amount for entire term of Contract/PO: \$1,488,974.00
Award Amount for remainder of this FY: \$1,116,731.25
Length of Contract/PO Term: One (1) Year
Begin Date (mm/dd/yyyy): 01/01/2021
End Date (mm/dd/yyyy): 12/31/2021
Renewal Options: No
JSEB Requirement: N/A

Respondents:

Name	First Round	BAFO	Score	Rank
BLUE CROSS BLUE SHIELD OF FLORIDA, INC.	\$1,489,154.00	\$1,488,974.00	100	1
SYMETRA LIFE INSURANCE COMPANY	\$2,373,233.00	\$2,352,850.00	76	2

Background/Recommendations:

Advertised on 09/29/2020. At Response opening on 10/13/2020, JEA received two (2) Responses. Blue Cross Blue Shield of Florida, Inc. and Symetra Life Insurance Company were short-listed and invited to submit Best and Final Offers (BAFO). The Responses were evaluated based on rates, design approach, timely claims processing, financial responsibility and company experience and Blue Cross Blue Shield of Florida, Inc. is deemed the highest evaluated Responsive and Responsible Respondent. A copy of the Response Form is attached as backup.

The Group Medical and Pharmacy Stop Loss Policy was originally competitively bid in conjunction with our Group Medical Benefits, and awarded to Blue Cross Blue Shield of Florida, Inc. on 08/17/2017 for one (1) year, with four (4) - 1-yr. renewal options. The original award, as well as two (2) consecutive renewal options, included Stop Loss coverage along with Medical and Pharmacy Administration. For the upcoming coverage for 2021, the decision was made to market the Stop Loss coverage independently for competitive options.

Stop loss insurance coverage is generally written for a twelve (12) month period only for paid claims. This insurance is based on JEA demographics, large claim history, large claimant diagnosis and treatment projections, as well as, the overall experience of the covered population and loss ratio for the current Plan Year. Blue Cross Blue Shield of Florida, Inc. provided several options of stop loss deductible limits for 2021 which alter the annual premium with risk sharing on the part of JEA. Due to the high volume of catastrophic claims in 2020, and the ongoing potential of high dollar claims for 2021, the best financial outcome based on the forecasted analysis performed is to accept Blue Cross Blue Shield of Florida Inc.'s option for \$250,000 Specific Deductible policy for Plan Year 2021. The monthly premiums associated with this bid are \$24.11 for single and \$87.15 for family coverage. These premiums are higher than last year (\$21.99 single and \$78.84 family) due to high catastrophic claims in excess of \$250,000 in FY20. Without going to the market for bid, and utilizing the renewal option available, the premiums would have been similar to what was submitted, but the lasers would have been \$1,750,000.00 higher. By competitively bidding, Gallagher was able to leverage the savings through negotiations, which will reduce the level of overall increase for the employer and employee contributions for the JEA group medical plan awarded to BCBS for Administrative Services Only (ASO) with network access and Pharmacy Benefits Management (PBM) services.

The historical annual Stop Loss annual premiums are detailed below:


- \$1,170,446.00 (2018)
- \$1,182,997.00 (2019)
- \$1,402,267.00 (2020)

It should be noted that the FY21 Stop Loss amount of \$1,488,974.00 is for premiums only. There are no administrative fees associated with this award.

101-20 - Request approval to award a contract to Blue Cross Blue Shield of Florida, Inc. to cover Stop Loss Policy for the employees and retirees of JEA in the amount of \$1,488,974.00, subject to the availability of lawfully appropriated funds.

Manager: Becker, Carl R. - Mgr Benefits Services
Director: Maillis, Patricia L. – Dir, Employee Services
Chief: Emanuel, L. David (DCSI) – Interim Chief Human Resources Officer

APPROVALS:

 12/04/2020

Chairman, Awards Committee

Date

Kenn A. Vinton

12/4/2020

Budget Representative

Date

ADDENDUM 2 – BAFO – APPENDIX B - PROPOSED PREMIUM AND FEES EXHIBIT

Group Medical and Pharmacy Stop Loss Insurance
Solicitation 101-20

RESPONDENT INFORMATION	
COMPANY NAME:	Blue Cross and Blue Shield of Florida, Inc.
BUSINESS ADDRESS:	4800 Deerwood Campus Parkway
CITY, STATE, ZIP CODE:	Jacksonville, FL 32246
TELEPHONE:	904-905-3072
FAX:	904-301-1998
E-MAIL ADDRESS:	Carlton.Hobgood@bcbsfl.com

RESPONDENT MUST COMPLETE OR PROVIDE THE FOLLOWING INFORMATION:

QUOTATION OF RATES

Respondent shall provide rates for the Solicitation by completing the following forms.

Please note, the rates quoted by Respondent on the Stop Loss Premium/Fee Exhibits must be firm rates, unless subject to updated claims up to 90 days of the policy effective date. Any modifications, exceptions, or objections contained within the bid form shall subject the bid to disqualification.

(Rates assume current level of Plan Holders, actual levels may vary.

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

RESPONDENT’S CERTIFICATION

By submitting this bid, the Respondent certifies that the Respondent has read and reviewed all of the documents pertaining to this solicitation, that the person signing below is an authorized representative of the Respondent, that the Respondent is legally authorized to do business in the State of Florida, and that the Respondent maintains in active status an appropriate license for the work.

We have received addenda	
	_____ Handwritten Signature of Authorized Officer of Company or Agent
<u> 1 </u> through <u> 2 </u>	Carlton Hobgood, VP of Sales
	_____ Printed Name, Title and date

STOP-LOSS PREMIUM/FEE EXHIBIT

24/12 (PAID) CONTRACT WITH LASERS - \$250,000 SPECIFIC DEDUCTIBLE

Please complete the premium exhibits for JEA's Group Medical and Pharmacy Stop Loss Insurance.

Please illustrate in this section Respondent's stop-loss premiums, fees, or charges that your company is proposing for the Group Medical and Pharmacy Stop Loss Insurance solicitation. Please provide Respondent's rates net of commission. The Respondent will not pay any direct commissions to a broker.

Any additional premiums, fees or costs not disclosed in this premium exhibit shall be the responsibility of the Respondent.

Failure to disclose full information on premiums, rates, fees or additional charges may result in the lowering of Respondent's scoring or disqualification of proposal.

Enrollment	
Employee	1,192
Employee/Spouse	
Employee/Children	
Family	1,094
Total	2,286

Specific Deductible: \$250,000

Premium/Fees: 24/12 (Paid) Contract with Lasers	
Specific Stop Loss Premium	
Employee	\$24.11
Family	\$87.15
Composite Premium	\$54.28

Lasers and Laser Amounts:	
Laser 1	1,300,000
Laser 2	450,000

Maximum Specific Benefits:	Unlimited
Maximum Lifetime Reimbursement:	Unlimited
Simultaneous Reimbursement: Included/Not Included	Included
Total Monthly Stop Loss Insurance	\$124,081
Total Annual Stop Loss Insurance	\$1,488,974

The above premium/fees are guaranteed for:

Premium Guarantee Period (months)

12



Formal Bid and Award System

Award #11 December 3, 2020

Type of Award Request: RENEWAL
Requestor Name: Becker, Carl R. - Manager Benefits Services
Requestor Phone: (904) 665-7850
Project Title: Group Medical ASO and PBM Plan
Project Number: A0102 Self-Insured Fund
Project Location: JEA
Funds: Self-Insured Fund
Budget Estimate: N/A
Scope of Work:

The services are to provide Administrative Services Only (ASO) with network access and Pharmacy Benefits Management (PBM) services to administer various medical plans for the employees and retirees of JEA. These services will continue to include integrated self-insured funding arrangements, medical network access and a claims administration program that includes disease management and utilization review services that adheres to federal regulations and industry standards.

JEA IFB/RFP/State/City/GSA#: 043-17
Purchasing Agent: Selders, Elaine Lynn
Is this a ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Address	Phone	Amount
BLUE CROSS BLUE SHIELD OF FLORIDA, INC.	4800 DEERWOOD CAMPUS PKWY, CCR DCC 100, JACKSONVILLE FL 32246	(904) 905-8068	\$33,223,355.50

Amount of Original Award: \$32,300,594.00
Date of Original Award: 08/17/2017
Change Order Amount: \$33,223,355.50

List of Previous Change Order/Amendments:

CPA #	Amount	Date
167613	\$31,687,539.72	12/20/2018
167613	\$30,838,606.30	11/14/2019

New Not-To-Exceed Amount: \$128,050,095.52
Length of Contract/PO Term: One (1) Year w/Four (4) – 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 01/01/2018
End Date (mm/dd/yyyy): 12/31/2021

Renewal Options:

Yes - One (1) - 1 Yr. Renewals

JSEB Requirement:

N/A - Optional

Background/Recommendations:

Competitively bid and awarded to Blue Cross Blue Shield of Florida, Inc. on 08/17/2017 for one (1) year, with four 1 year renewal options. The first one (1) year renewal was approved by the Awards committee on 12/20/2018.

The second one (1) year renewal was approved by the Awards committee on 11/14/2019. The price for the administrative fee was established for each of the five (5) years of the contract if JEA chooses to renew each year. For 2020, the fee was \$44.22 per employee per month (PEPM), which included a \$5.00 increase over the 2019 rate. The decision was made to renew at this higher rate as JEA receives increased pharmacy rebates and discounts which should ultimately lower costs. The original and subsequent two renewal awards are attached as back-up.

This request is to execute the third one (1) year renewal. The price for the administrative fee for 01/01/2021 through 12/31/2021 will increase, as contractually agreed upon to \$45.36 per employee per month (PEPM), which includes the agreed upon \$5.00 PEPM additional fee for pharmacy benefit enhancements that was approved 10/01/2019 for the remainder of the contract period.

The decision was made to market the 2021 Stop Loss contract independently of the Medical and PBM ASO agreement for Plan Year 2021. A separate Bid and Award document has been prepared for the Stop Loss contract only.

Blue Cross Blue Shield of Florida, Inc. will be paid the annual administrative fee of \$1,244,315.50 (based on the employee/retiree count of 2286). The remaining award amount of \$31,979,040.00 is a pass through from Blue Cross Blue Shield of Florida Inc. to medical and pharmacy providers to cover claims throughout the year. If claims are less than the projected amount then the funds will carry over to 2022. The full award amount of \$33,223,355.50 represents a shared cost to JEA, Employees and Retirees. The overall award increase is due to the increased number of high cost claimants and two lasers. The expected increase in RX rebates is not reflected in the total claims projection.

Request approval to award a one (1) year contract renewal to Blue Cross Blue Shield of Florida, Inc. for Group Medical ASO with PBM services for the employees and retirees of JEA in the amount of \$33,223,355.50, with a new not-to-exceed amount of \$128,050,095.52, subject to the availability of lawfully appropriated funds.

Manager:

Becker, Carl R. - Mgr Benefits Services

Director:

Maillis, Patricia L. – Dir, Employee Services

Chief:

Emanuel, L. David (DCSI) – Interim Chief Human Resources Officer

APPROVALS:

12/04/2020

Chairman, Awards Committee**Date**

12/4/2020

Budget Representative**Date**



Formal Bid and Award System

Award #4 November 14, 2019

Type of Award Request: RENEWAL
Request #: 6718
Requestor Name: Becker, Carl R. - Manager Benefits Services
Requestor Phone: (904) 665-7850
Project Title: Group Medical ASO, PBM and Stop-Loss Plan
Project Number: A0102 Self-Insured Fund
Project Location: JEA
Funds: Self-Insured Fund
Budget Estimate: N/A

Scope of Work:

The services are to provide Administrative Services Only (ASO) with network access, Pharmacy Benefits Management (PBM) services and Stop-Loss Insurance to administer various medical plans for the employees and retirees of JEA. These services will continue to include integrated self-insured funding arrangements, medical network access and a claims administration program that includes disease management and utilization review services that adheres to federal regulations and industry standards.

JEA IFB/RFP/State/City/GSA#: 043-17
Purchasing Agent: Selders, Elaine Lynn
Is this a ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Address	Phone	Amount
BLUE CROSS BLUE SHIELD OF FLORIDA INC.	4800 DEERWOOD CAMPUS PKWY, CCR DCC 100, JACKSONVILLE FL 32246	(904) 905-8068	\$30,838,606.30

Amount of Original Award: \$32,300,594.00
Date of Original Award: 08/17/2017
Change Order Amount: \$30,838,606.30

List of Previous Change Order/Amendments:

CPA #	Amount	Date
167613	\$31,687,539.72	12/20/2018

New Not-To-Exceed Amount: \$94,826,740.02
Length of Contract/PO Term: One (1) Year w/Four (4) - 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 01/01/2018
End Date (mm/dd/yyyy): 12/31/2020
Renewal Options: Yes - Two (2) - 1 Yr. Renewals

JSEB Requirement:

N/A - Optional

Background/Recommendations:

Competitively bid and awarded to Blue Cross Blue Shield of Florida Inc. on 08/17/2017 for one (1) year, with four (4) - 1-yr. renewal options. The first one (1) year renewal was approved by the Awards committee on 12/20/2018. The original and renewal awards are attached as back-up.

This request is to execute the second one (1) year renewal. The price for the administrative fee was established for each of the five (5) years of the contract if JEA chooses to renew each year. For 2020, the fee is \$44.22 per employee per month (PEPM), with a \$5.00 increase over the 2019 rate. The decision was made to renew at this higher rate as JEA will receive increased pharmacy rebates and discounts which should ultimately lower costs. The award calculation sheet is attached for back-up and contains details for additional years.

Stop loss insurance coverage is generally written for a twelve (12) month period. This insurance is based on JEA demographics, large claim history, large claimant diagnosis and treatment projections, as well as, the overall experience of the covered population and loss ratio for the current Plan Year. Florida Blue provided several options of stop loss deductible limits for 2020 which alter the annual premium with risk sharing on the part of JEA (for example: \$250,000, \$275,000 and \$300,000 to include Medical and RX claims). Due to the high volume of catastrophic claims in 2019 and the ongoing potential of high dollar claims for 2020, the best financial outcome based on the forecasted analysis performed is to accept Florida Blue's option for \$250,000 Specific Deductible policy for Plan Year 2020. In addition to the premiums for the total covered JEA population, there are two (2) very large claimants that required a laser from Florida Blue at a higher Specific Deductible.

Blue Cross Blue Shield of Florida Inc. will be paid the annual administrative fee of \$1,258,678.08, and the annual stop-loss fee of \$1,402,266.96. The remaining award amount of \$28,177,661.26 is a pass through from Blue Cross Blue Shield of Florida Inc. to medical providers to cover claims throughout the year. If claims are less than the projected amount then the funds will carry over to 2021. The full award amount of \$30,838,606.30 represents a shared cost to JEA, Employees and Retirees. The overall award drop of \$848,933.42 is due to a number of factors including fewer employees and retirees and pharmacy plan changes which increased the projected prescription rebate amount. The award calculation sheet attached as back-up provides a breakdown of the costs.

Request approval to award a one (1) year contract renewal to Blue Cross Blue Shield of Florida Inc. for Group Medical ASO with PBM services and Stop-Loss Insurance for the employees and retirees of JEA in the amount of \$30,838,606.30, with a new not-to-exceed amount of \$94,826,740.02, subject to the availability of lawfully appropriated funds.

Manager:

Becker, Carl R. - Mgr Benefits Services

Director:

Maillis, Patricia L. - Dir, Employee Services

VP:

Kendrick, Jonathan A. - VP & Chief Human Resources Officer

APPROVALS:



Chairman, Awards Committee

11/14/19

Date



Financial Analyst, Capital Budget Planning

11/14/19

Date



CPA 167613

Approved by the JEA Awards Committee

Date 8/17/17 Item # 11

Formal Bid and Award SystemAward # 11
8/17/17

Type of Award Request: PROPOSAL (RFP)
Request #: 1818
Requestor Name: Dambrose, Nickolas C.
Requestor Phone: (904) 665-7217
Project Title: Group Medical ASO, PBM, and Stop-Loss Plan
Project Number: A0102
Project Location: JEA
Funds: O&M
Award Estimate: \$32,758,000.00
Scope of Work:

This procurement is for one (1) Medical Insurance Company or TPA, to provide ASO services with network access, PBM services and Stop-Loss Insurance to administer various PPO medical plans for the employees and retirees of the JEA. This award shall also include integrated self-insured funding arrangement, medical network access and claims administration program that includes disease management and utilization review services that adheres to federal regulations and industry standards.

JEA IFB/RFP/State/City/GSA#: 043-17
Purchasing Agent: Dambrose, Nickolas Charles (Nick)
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Address	Phone	Amount
FLORIDA BLUE	4800 Deerwood Campus Parkway Jacksonville, FL 32246	(904) 905- 8068	\$32,300,594.00

Amount for entire term of Contract/PO: \$32,300,594.00
Award Amount for remainder of this FY: \$0.00
Length of Contract/PO Term: One (1) Year w/Four (4) – 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 01/01/2018
End Date (mm/dd/yyyy): 12/31/2018
Renewal Options: YES – Four (4) – 1 Yr. Renewals
JSEB Requirement: N/A – No JSEB available

BIDDERS:

Name	Amount	Rank	Score
FLORIDA BLUE	\$32,300,594.00	1	99.00
AETNA	\$36,044,226.00	2	92.69

Background/Recommendations:

JEA utilized the expertise of Gallagher Benefit Services to administer and evaluate this RFP in compliance with JEA purchasing requirements.

Advertised 05/03/2017. At Proposal opening on 06/06/2017, two (2) Proposals were received. Low participation was anticipated due to the lack of competitive medical carriers and the competitive advantages of medical networks of Florida Blue and Aetna in the Northeast Florida market for health insurance.

Gallagher's analytic and actuarial team analyzed the Proposals and presented an extensive summary of the evaluation to the JEA evaluation team. Utilizing Gallagher's executive summary, each evaluator independently scored each Proposal. Evaluation criteria included (but were not limited to) professional staff experience, medical networks discounts, financial responsibility, past performance, and benefit design approach. Florida Blue's offering received the highest possible scores in plan design, professional staff experience, and medical network discounts. The evaluation matrix and Workbook is attached as back-up.

When comparing the incumbent Florida Blue pricing for costs per employee of \$987.89 a month, with the proposed Florida Blue pricing of \$1,041.28, JEA's total cost for health care is expected to increase \$1.65M over the next calendar year. JEA's forecasted increase in volume of claims are expected to account for the majority of the five percent (5%) cost increase. See attached Gallagher analysis for back-up.

043-17 – Request approval to award a contract to Florida Blue for the Medical ASO with PBM services and Stop-Loss Insurance to administer various PPO medical plans for the employees and retirees of the JEA in the amount of \$32,300,594.00, subject to the availability of lawfully appropriated funds.

Director: Maillis, Patricia L. - Director, Employee Services
VP: Hiers, Angelia R. - Chief Human Resources Officer

APPROVALS:

	8-17-17
Chairman, Awards Committee	Date
	8/17/17
Manager, Capital Budget Planning	Date

ITN# 043-17 - Employee Benefits Consulting Services

Overall Average Vendor Scores		Quotation of Rates (20 Points)	Rate Guarantee (10 points)	Professional Staff Experience (15 Points)	Medical Networks (20 Points)	Financial Responsibility (10 Points)	Past Performance / Company Experience (10 Points)	Design Approach / Workplan (15 Points)	Total	Rank
Aetna		18.03	9.7	14.3	19.7	9	8	14	92.69	2
Florida Blue		20.00	9.7	15.0	20.0	10	9	15	99.00	1
Janice Nelson		Quotation of Rates (20 Points)	Rate Guarantee (10 points)	Professional Staff Experience (15 Points)	Medical Networks (20 Points)	Financial Responsibility (10 Points)	Past Performance / Company Experience (10 Points)	Design Approach / Workplan (15 Points)	Total	Rank
Aetna		18.03	10.0	15.0	19.0	9	9	14	94.03	2
Florida Blue		20.00	9.0	15.0	20.0	10.0	10.0	15	99.00	1
Rob Mack		Quotation of Rates (20 Points)	Rate Guarantee (10 points)	Professional Staff Experience (15 Points)	Medical Networks (20 Points)	Financial Responsibility (10 Points)	Past Performance / Company Experience (10 Points)	Design Approach / Workplan (15 Points)	Total	Rank
Aetna		18.03	10.0	15.0	20.0	10	10	14	97.03	2
Florida Blue		20.00	10.0	15.0	20.0	10.0	10.0	15.0	100.00	1
Pat Maillis		Quotation of Rates (20 Points)	Rate Guarantee (10 points)	Professional Staff Experience (15 Points)	Medical Networks (20 Points)	Financial Responsibility (10 Points)	Past Performance / Company Experience (10 Points)	Design Approach / Workplan (15 Points)	Total	Rank
Aetna		18.03	9.0	13.0	20.0	8	5	14	87.03	2
Florida Blue		20.00	10.0	15.0	20.0	10.0	8.0	15.0	98.00	1
Total Vendor Scores		Janice Nelson	Rob Mack	Pat Maillis						
Aetna		94.03	97.03	87.03						
Florida Blue		99.00	100.00	98.00						
Quotation Amounts		Annual Cost (Net Wellness Allowance)	Score							
Aetna		\$ 38,314,253.00	18.03							
Florida Blue		\$ 34,535,502.00	20.00							

Cost Roll Up 1

Assumed Lives

2,585

Medical and Pharmacy Bids Combined - Medical Claims Based on UDS Output; Pharmacy Claims Based on Gallagher Analysis of Bids

	Aetna 24/12 Option		Aetna 15/12 Option		Aetna 12/12 Option		Florida Blue Option 1	
	PEPM	Annual	PEPM	Annual	PEPM	Annual	PEPM	Annual
ASO Fees (1)	\$28.69	\$890,067	\$28.69	\$890,067	\$28.69	\$890,067	\$36.75	\$1,139,985
Stop Loss Premiums	\$69.24	\$2,147,715	\$66.05	\$2,048,980	\$56.40	\$1,749,521	\$37.73	\$1,170,446
Teladoc	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0
Disease Management (2)	Included in ASO		Included in ASO		Included in ASO		Included in ASO	
Incurred Medical Claims (3)	\$833.40	\$25,852,055	\$833.40	\$25,852,055	\$833.40	\$25,852,055	\$744.22	\$23,085,740
Gross Cost	\$931.33	\$28,889,837	\$928.15	\$28,791,103	\$918.49	\$28,491,643	\$818.70	\$25,396,171
Gross Pharmacy Cost	\$343.57	\$10,657,405	\$343.57	\$10,657,405	\$343.57	\$10,657,405	\$338.25	\$10,492,526
* Less Member Copays	(\$73.18)	(\$2,270,027)	(\$73.18)	(\$2,270,027)	(\$73.18)	(\$2,270,027)	(\$72.05)	(\$2,234,908)
Rebates	(\$36.52)	(\$1,132,990)	(\$36.52)	(\$1,132,990)	(\$36.52)	(\$1,132,990)	(\$40.40)	(\$1,253,195)
Cost Before Wellness Allowance	\$1,165.19	\$36,144,226	\$1,235.19	\$38,315,518	\$1,225.53	\$38,016,059	\$1,044.51	\$32,400,594
Wellness Allowance	\$3.22	\$100,000	\$3.22	\$100,000	\$3.22	\$100,000	\$3.22	\$100,000
Annual Cost Net of Wellness Allowance	\$1,161.97	\$36,044,226	\$1,231.96	\$38,215,518	\$1,222.31	\$37,916,059	\$1,041.28	\$32,300,594

- (1) Aetna includes a credit of \$8.87 PEPM in the ASO fee for rebates, which represents an estimated 20% of rebates. There is no true-up on this offset.
- (2) We did not estimate impact of disease management on claims.
- (3) Claim projection based on Gallagher forecast

* In our original analysis, we did not include "Less Member Copay" under the pharmacy cost section. The number presented was the total allowed pharmacy cost, including the amount paid by members in the form of drug copays. In order to develop the net plan cost shown in the cost comparison, it is necessary to subtract the member cost sharing for pharmacy. Note that the member cost sharing for medical claims was already removed from the incurred medical claims row so no adjustment was necessary for that item.

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JEA

Comparison of Projected Costs

	Current Program Forecast		2018 Per RFP		Change	(%)
	2017	2018	Aetna	Florida Blue		
Claims	\$29,513,891	\$31,347,699	\$34,239,433	\$31,343,357	\$1,829,466	6.2%
Rebates	(\$800,000)	(\$800,000)	(\$1,132,990)	(\$1,253,195)	(\$453,195)	56.6%
Fixed Costs	\$2,058,359	\$2,211,008	\$3,037,782	\$2,310,431	\$252,073	12.2%
Total Expense	\$30,772,250	\$32,758,707	\$36,144,226	\$32,400,594	\$1,628,344	5.3%

Claims are net of Member Cost Sharing

Both vendors included a \$100,000 wellness allowance that will offset 2018 expenses



Formal Bid and Award System

Award #2 December 20, 2018

Type of Award Request: RENEWAL
Request #: 6450
Requestor Name: Becker, Carl R. - Manager Benefits Services
Requestor Phone: (904) 665-7850
Project Title: Group Medical ASO, PBM and Stop-Loss Plan
Project Number: A0102
Project Location: JEA
Funds: Self-Insured Plan
Budget Estimate: N/A

Scope of Work:

The services are to provide Administrative Services Only (ASO) with network access, Pharmacy Benefits Management (PBM) services and Stop-Loss Insurance to administer various PPO medical plans for the employees and retirees of JEA. These services will continue to include integrated self-insured funding arrangements, medical network access and a claims administration program that includes disease management and utilization review services that adheres to federal regulations and industry standards.

JEA IFB/RFP/State/City/GSA#: 043-17
Purchasing Agent: Selders, Elaine Lynn
Is this a ratification?: NO
If yes, explain:

RECOMMENDED AWARDEE(S):

Name	Address	Phone	Amount
BLUE CROSS BLUE SHIELD OF FLORIDA INC	4800 DEERWOOD CAMPUS PKWY, CCR DCC 100, JACKSONVILLE FL 32246	(904) 905-8068	\$31,687,539.72

Amount of Original Award: \$32,300,594.00
Date of Original Award: 08/17/2017
Change Order Amount: \$31,687,539.72
Length of Contract/PO Term: One (1) Year w/ Four (4) - 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 01/01/2019
End Date (mm/dd/yyyy): 12/31/2019
Not to Exceed Amount: \$63,988,133.72
Renewal Options: Yes - Three (3) - 1 Yr. Renewals
JSEB Requirement: N/A - Optional

Background/Recommendations:

Competitively bid and awarded to Blue Cross Blue Shield of Florida Inc. on 08/17/2017 for one (1) year, with four (4) - 1-year renewal options. The original award is attached as back-up.

This request is to execute the first one (1) year renewal. The price for the administrative fee is established for each of the five (5) years of the contract if JEA chooses to renew each year. For 2019 and 2020, the fee is \$39.22 per employee per month (PEPM), a 3.9% increase over 2018. See attached spreadsheet for additional years.

The Stop-loss fee was not established and a new Request for Proposal (RFP) is advertised each year. For 2019, the Stop-loss RFP was advertised on 08/29/2019 and one (1) bid was received from Blue Cross Blue Shield of Florida Inc. The fee increased by 17% from \$17.06 single/\$54.38 family PEPM to \$19.98 single/\$63.69 family PEPM. With Stop-loss insurance, JEA is still responsible for any claim up to \$250,000.00. However, when there is an extraordinary claim, the insurance would cover anything over \$250,000.00.

In addition, the decision was made to drop the Aggregate Excess Loss Coverage for Plan Year 2019, resulting in a cost reduction of \$26,794.00. This type of coverage was dropped due to the low probability of use and the fact that JEA has not used it since the change to a self-funded plan. The overall award drop of \$613,054.28 is due to a number of factors including fewer employees and retirees and plan changes replacing the HRA with HMO and modifying the PPO.

Blue Cross Blue Shield of Florida Inc. will be paid the annual administrative fee of \$1,142,243.28, and the annual stop-loss fee of \$1,182,997.44. The remaining award amount of \$29,362,299.00 is a pass through from Blue Cross Blue Shield of Florida Inc. to medical providers to cover claims throughout the year. If claims are less than the projected amount then the funds will carry over to 2020. The full award amount of \$31,687,539.72 represents a shared cost to JEA, Employees and Retirees. See attached spreadsheet for more details.

Request approval for contract renewal to Blue Cross Blue Shield of Florida Inc. for Group Medical ASO with PBM services and Stop-Loss Insurance for the employees and retirees of JEA in the amount of \$31,687,539.72, with a new not-to-exceed amount of \$63,988,133.72, subject to the availability of lawfully appropriated funds from the Self-Insured Plan.

Director:

Maillis, Patricia L. – Dir, Employee Services

VP:

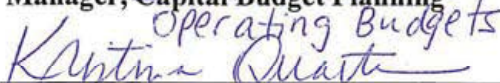
Hiers, Angelia R. - Chief Human Resources Officer

APPROVALS:

Chairman, Awards Committee

12/20/18

Date

Manager, ~~Capital Budget Planning~~
Operating Budgets

Date

12-20-18

2020 Count of Enrollees	
Single	905
Family	1011
Retired Single	329
Retired Family	127
TOTAL	2372

Florida Blue Fees					
	2018	2019	2020	2021	2022
Administrative Fee	\$ 37.75	\$ 39.22	\$ 44.22	\$ 45.36	\$ 45.36
Total Administrative Fee	\$ 1,074,516.00	\$ 1,116,358.08	\$ 1,258,678.08		
	\$17.06 single	\$19.98 single	\$21.99 single		
Stop Loss Fee (not fixed)	\$54.38 family	\$63.69 family	\$78.84 family	unknown	unknown
Total Stop Loss Single	\$ 252,624.48	\$ 295,863.84	\$ 325,627.92		
Total Stop Loss Family	\$ 742,613.28	\$ 869,750.64	\$ 1,076,639.04		
Total Stop Loss combined	\$ 995,237.76	\$ 1,165,614.48	\$ 1,402,266.96		
TOTAL ADMIN & STOP-LOSS					
COMBINED ANNUAL FEES	\$ 2,069,753.76	\$ 2,281,972.56	\$ 2,660,945.04		
Percent of total award			8.63%		
Amount remaining for projected claims			\$ 28,177,661.26		

Forecasted Costs for 2020 per Gallagher Actuary			
	PEPM	Annual \$	
Projected Medical Claims	\$ 1,105.61	\$ 31,470,083.04	
Projected Rx Rebate	\$ (81.49)	\$ (2,319,626.50)	
HRA Usage	\$ 3.49	\$ 99,407.92	
Projected Fixed Costs	\$ 93.48	\$ 2,660,945.04	
Total Projected Costs	\$ 1,121.09	\$ 31,910,809.50	
Projected impact of plan changes and migration (see below)		0.966	
Adjusted 2020 Projected Cost Net of rebates (Award Amount)		\$ 30,838,606.30	

ESTIMATED COST FOR FLORIDA BLUE ASSUMING NO MIGRATION FOR 2020								
BlueOptions (03768)	Active	Retiree	Employee	JEA	Retiree	JEA Annual	Employee Annual	Retiree Annual
Tier	Enrollment	Enrollment	Contribution	Subsidy	Contribution	Total Cost	Total Cost	Total Cost
Employee	339		236 \$ 92.45	\$ 675.05	\$ 767.50	\$ 2,746,103.40	\$ 376,086.60	\$ 2,173,560.00
Employee & Spouse	105		47 \$ 572.93	\$ 1,068.16	\$ 1,641.09	\$ 1,345,881.60	\$ 721,891.80	\$ 925,574.76
Employee & Child(ren)	101		4 \$ 485.81	\$ 996.88	\$ 1,482.69	\$ 1,208,218.56	\$ 588,801.72	\$ 71,169.12
Employee & Family	107		6 \$ 951.82	\$ 1,378.16	\$ 2,329.98	\$ 1,769,557.44	\$ 1,222,136.88	\$ 167,758.56
TOTAL	652	293				\$ 7,069,761.00	\$ 2,908,917.00	\$ 3,338,062.44
HMO	Active	Retiree	Employee	JEA	Retiree	JEA Annual	Employee Annual	Retiree Annual
Tier	Enrollment	Enrollment	Contribution	Subsidy	Contribution	Total Cost	Total Cost	Total Cost
Employee	93		22 \$ 56.17	\$ 645.64	\$ 701.81	\$ 720,534.24	\$ 62,685.72	\$ 185,277.84
Employee & Spouse	17		5 \$ 454.55	\$ 1,046.06	\$ 1,500.61	\$ 213,396.24	\$ 92,728.20	\$ 90,036.60
Employee & Child(ren)	30		0 \$ 382.16	\$ 973.66	\$ 1,355.82	\$ 350,517.60	\$ 137,577.60	\$ -
Employee & Family	26		0 \$ 769.53	\$ 1,361.04	\$ 2,130.57	\$ 424,644.48	\$ 240,093.36	\$ -
TOTAL	166	27				\$ 1,709,092.56	\$ 533,084.88	\$ 275,314.44
BlueOptions-HSA (03160)	Active	Retiree	Employee	JEA	Retiree	JEA Annual	Employee Annual	Retiree Annual
Tier	Enrollment	Enrollment	Contribution	Subsidy	Contribution	Total Cost	Total Cost	Total Cost
Employee	473		71 \$ -	\$ 557.13	\$ 557.13	\$ 3,162,269.88	\$ -	\$ 474,674.76
Employee & Spouse	124		42 \$ 317.45	\$ 874.58	\$ 1,192.03	\$ 1,301,375.04	\$ 472,365.60	\$ 600,783.12
Employee & Child(ren)	184		8 \$ 259.92	\$ 817.04	\$ 1,076.96	\$ 1,804,024.32	\$ 573,903.36	\$ 103,388.16
Employee & Family	317		15 \$ 567.84	\$ 1,124.96	\$ 1,692.80	\$ 4,279,347.84	\$ 2,160,063.36	\$ 304,704.00
TOTAL	1098	136				\$ 10,547,017.08	\$ 3,206,332.32	\$ 1,483,550.04
TOTAL JEA ESTIMATED COST		\$ 19,325,870.64		62%				
TOTAL EMPLOYEE ESTIMATED COST		\$ 6,648,334.20		21%				
TOTAL RETIREE ESTIMATED ANNUAL COST		\$ 5,096,926.92		16%				
TOTAL PLAN COST		\$ 31,071,131.76						
Percent of projected costs above		100.8%						

Pole Attachment Inventory Audit Award 2018 Request for Proposal

In 2018, JEA Telecom Sales and Services hired Alpine Communication through an informal competitive bidding process to physical visit each of JEA's poles and began the process to conduct an inventory audit of pole telecommunication attachments by third parties utilizing JEA poles. JEA, like most electric utilities, allows third-party telecommunication companies to place copper, coax, or fiber optic facilities on the electric distribution poles located in the public right-of-way. The telecommunication wireline facilities are placed in the "communication space" of the distribution pole which is located mid-way up the pole, below the electric service space. There are presently 12 telecommunication companies that have use of JEA poles via pole attachment agreements, covering over 300,000 attached assets.

JEA's standard, non-discriminatory pole attachment agreement governs the respective pole use, and a pole attachment inventory audit is contractually allowed every five years. Per the attachment agreement, the cost for the pole attachment inventory audit is fully funded by the third-party telecommunication companies, with funding contributions dictated by the number of attachments on JEA poles. The "ground truth" inventory audit requires a physical visit to each JEA electric distribution pole (roughly 150,000 poles) over a nine-month period. A Request for Proposal (RFP) process seeking a firm to execute the inventory audit on JEA's behalf began in October 2018.

JEA received responses from 5 companies. Proposals were scored based on price, JSEB participation, and prior experience, among other factors. Scoring for the 5 responses is shown below, and Alpine Communications Corp. received the award of \$296,510.00 over the term of the contract.

Respondent	Total Bid Price	Rank
Alpine Communication Corp	\$ 296,510.00	1
Davey Resource Group, Inc.	\$ 560,240.00	2
Venturesum Corporation	\$ 633,250.00	3
Quality Pole Inspection & Maintenance, Inc.	\$ 719,670.00	4
Smith Mountain Investments	\$ 2,756,500.00	5

To execute the inventory audit, JEA provided both the data repository (JEA's ESRI GIS Platform) as well as a mobile application called 'GIS Collector' allowing direct data input in the ESRI Cloud. After validation by JEA GIS SMEs, data was imported from the cloud into JEA's GIS on premise database. This digitized process eliminated the use of paper for the inventory audit, greatly reduced data handling and associated costs, reduced the need for JEA field resources, and increased data accuracy for poles and attachments within GIS.

During execution of the inventory audit, JEA held weekly project status meetings that included the telecommunication companies. The telecommunication companies were also provided access to the collected data through a GIS web portal to view and provide any feedback on the data captured (e.g. questions about a particular attachment), thereby validating the data and resolving any disputed findings as they occurred.

At the conclusion of the inventory audit, if the attachment count differs from the current billed amount for any third-party attacher, then a "one time" back bill occurs. Across all attachers, the inventory audit back bill totaled \$911,980 in new revenues for JEA. The recurring revenue increase associated with the updated inventory audit data is \$246,000 annually. The standard Pole Attachment Agreement has specific language governing the inventory audit and any associated back bill. Per JEA's standard pole attachment agreements, the next pole attachment inventory audit will occur in 2025.

The JEA Telecom Sales and Services group manages JEA's Pole Attachment, Wireless Collocation, and Dark Fiber Leasing business lines. Total FY20 revenues for these business lines was \$10,343,726 which includes the one time pole attachment back bill amount.