

**SOLICITATION
FOR PARTICIPATION IN
VEGETATION MANAGEMENT FOR JEA & TECO
JACKSONVILLE, FLORIDA
SOLICITATION NUMBER 114-17**



**MANDATORY PRE-RESPONSE MEETING IN PERSON OR BY TELECONFERENCE
PRE-RESPONSE DATE: November 9, 2017
PRE-RESPONSE TIME: 9:00 AM (EST)
PRE-RESPONSE LOCATION: JEA CUSTOMER CENTER, 1ST FLOOR, ROOM 002,
21 W. CHURCH STREET, JACKSONVILLE, FL 32202
DIAL IN: 1-888-714-6484
PARTICIPATION CODE: 992663**

**BIDS DUE NO LATER THAN 12:00 P.M. December 5, 2017
DIRECT DELIVERY OR MAIL TO:**

**JEA PROCUREMENT BID OFFICE
1ST FLOOR, ROOM 002
21 W. CHURCH STREET, JACKSONVILLE, FL 32202**

**JEA WILL PUBLICLY OPEN ALL BIDS RECEIVED ON December 5, 2017, AT 2:00
P.M. IN THE JEA CUSTOMER CENTER BID OFFICE, 1ST FLOOR, ROOM 002, 21 W.
CHURCH STREET, JACKSONVILLE, FL 32202**

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SOLICITATION

1. SOLICITATION

1.1. SCOPE, BACKGROUND AND INVITATION

1.1.1. SCOPE OF WORK

The purpose of this solicitation is to establish pricing for vegetation management services for JEA and Tampa Electric Company (TECO). The work to be performed by the Company includes all labor, supervision, materials, tools and equipment, and reporting requirements as necessary for performing the work.

TECO has provided forecasts, technical specifications and requirements into this solicitation with the intent of piggybacking off of JEA's contract.

JEA will manage this solicitation process and make all administrative determinations concerning minimum qualifications, timeliness, responsiveness and all other aspects of administration of the solicitation.

JEA and TECO will independently make award determinations for each company, based on the completed evaluations.

The forecast quantities in the solicitation are provided for each Agency, however, are not guaranteed quantities.

A more detailed scope of work is located in Appendix A- Technical Specifications.

1.1.2. BACKGROUND

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

The following background information is provided regarding the participating Agency:

Tampa Electric has supplied the Tampa Bay area with electricity since 1899. Its West Central Florida service area covers 2,000 square miles, including all of Hillsborough County and parts of Polk, Pasco and Pinellas counties. The company has 4,700 megawatts of generating capacity and over 725,000 residential, commercial and industrial customers that depend on Tampa Electric for reliable power and value-added energy services. Tampa Electric serves about 2,000 square miles in West Central Florida, including Hillsborough County and part of Polk, Pasco and Pinellas Counties, with an estimated population of over one million. Tampa Electric has four

electric generating plants in service, with December 2012 net generating capability of 4,668 MW.

1.1.3. QUESTIONS

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

For Procurement Related Questions:

Buyer: RODNEY LOVGREN

E-mail: LOVGRD@JEA.COM

For Technical Questions:

Contact: Kimberly Wheeler

E-mail: Wheekm@JEA.COM

1.1.4. INVITATION TO NEGOTIATE

You are invited to submit a Response to the Invitation to Negotiate noted below:

JEA Solicitation Title: VEGETATION MANAGEMENT FOR JEA

JEA Solicitation Number: 114-17

To obtain more information about this Solicitation:

Download a copy of the Solicitation and any required forms at jea.com.

Bid Due Time: 12:00 P.M. - ALL LATE BIDS WILL BE RETURNED UNOPENED

Bid Due Date: December 5, 2017

All Responses must reference the JEA Solicitation title and number noted above. All Bids must be made on the appropriate Bid forms as specified within this Solicitation, and placed in an envelope marked to identify the Solicitation and delivered or mailed to:

JEA Procurement, Bid Office, Customer Center 1st Floor, Room 002, Jacksonville, FL 32202

The Respondent shall be solely responsible for delivery of its Bid to the JEA Bid Office. **Please note: JEA employs a third party courier service to deliver its mail from the local U.S. Postal Service (USPS) which could cause a delay of Bid delivery if mailed through the USPS.** Therefore, JEA recommends direct delivery to the JEA Bid Office. Reliance upon the

USPS, the courier service employed by JEA to make pick-ups from the local USPS, or public carriers is at the Respondent's risk.

Bids are due by the time and on the date listed above. ALL LATE BIDS FOR WHATEVER REASON WILL BE RETURNED UNOPENED.

1.1.5. MANDATORY PRE-RESPONSE MEETING IN PERSON OR BY TELECONFERENCE

There will be a mandatory Pre-Response meeting. All interested Respondents must attend the Pre-Response meeting. Each Respondent will be required to sign in at the beginning of the meeting. A Respondent shall only sign in representing one company, unless otherwise specified by JEA. Respondents not attending the Pre-Response meeting shall have their bids rejected returned unopened.

Respondents shall be on time to the Pre-Response meeting and Respondents must be present at the starting time of the meeting. Respondents not arriving on time for the meeting will have their Bids rejected and returned unopened.

PLEASE ARRIVE FIFTEEN MINUTES EARLY TO FACILITATE SIGN IN TO MEETING.

PRE-RESPONSE MEETING TIME: 9:00 AM

PRE-RESPONSE MEETING DATE: November 9, 2017

PRE-RESPONSE LOCATION: JEA Customer Center, 1st Floor, Room 002; 21 W. Church Street, Jacksonville, FL 32202

TELECONFERENCE DIAL IN: 1-888-714-6484

PARTICIPATION CODE: 992663

IT IS RECOMMENDED THAT RESPONDENTS ARRIVE TO THE PRE-RESPONSE MEETING FIFTEEN (15) MINUTES EARLY.

1.1.6. OPENING OF BIDS

All Bids shall be publicly opened, read aloud and recorded at 2:00 PM on December 5, 2017 at the JEA Bid Office, 21 W. Church Street, Customer Center 1st Floor, Room 002, Jacksonville, FL 32202.

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

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION

The Respondent shall have the following Minimum Qualifications to be considered eligible to submit a Bid in response to this Solicitation. **A Minimum Qualification Form is required to be submitted with the Bid Form. This Form is provided in Appendix B of this Solicitation.**

- The company shall successfully performed two (2) similar projects in the past five (5) years of the Bid Due Date.
 - A similar project is a vegetation management project including Transmission and Distribution line clearance maintenance for a utility in the Southeast U.S, at least two (2) years in length with an annual value of \$5,000,000.00 per year.
- Respondent shall also have a minimum of fifty (50) tree crews outside of the Jacksonville or Tampa area that could be moved to Jacksonville or Tampa within three (3) business days if needed.

Company shall provide employee roster with work locations, for this minimum qualification. For the purpose of this minimum qualification a tree crew is defined as two (2) man crew with a truck (with a lift) and a chipper.

NOTE: If you have performed a JEA or TECO contract in the last five (5) years, the Company shall submit those two (2) projects to be evaluated for this criteria.

Respondent may not rely upon the experience or licensing of sub-contractors or sub-consultants to meet any of the minimum qualifications.

Please note, any Respondent whose contract with a Participating Agency was terminated for default within the last two (2) years shall not be determined to be a responsible Respondent and their Bid will be rejected.

1.2.2. SAFETY QUALIFICATION REQUIREMENTS

For JEA the Respondent shall be approved as JEA Safety Qualified within ten (10) business days of receiving written notice from the JEA Bid Office that it is the lowest responsive and responsible Respondent. If the Respondent fails to obtain JEA approval as a JEA Safety Qualified company by 4:00 p.m. Eastern Time on the 10th business day, JEA will reject the Respondent's Bid, and proceed to Award to the next lowest responsive and responsible Respondent.

JEA Safety Qualification information is available online at jea.com. Please note that it may take up to five (5) business days for a Respondent to be approved as JEA Safety Qualified. It is the Respondent's responsibility to ensure it is JEA Safety Qualified. A list of currently Safety Qualified vendors can be found on jea.com. For additional information, contact Jerry Fulop at (904) 665-5810.

Companies shall comply with TECO safety qualification requirements specified in the TECO section 6 terms and conditions and specifications.

1.2.3. TIME

In computing any period of time prescribed or allowed by this solicitation, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or JEA holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or JEA holiday.

1.2.4. REQUIRED FORMS TO SUBMIT WITH THE RESPONSE

The following forms must be completed and submitted to JEA at the timeframes stated below. The Respondent can obtain the required forms, other than the Minimum Qualification Form, Response Form and Response Workbook, by downloading them from JEA.com.

A. The following forms are required to be submitted with the Response:

- Minimum Qualifications Form- This form can be found in Appendix B of this ITN
- Company Response (Free form – should be responsive to Selection Criteria).
- Response Form- This can be found in Appendix B of this ITN
- Bid Workbook (multiple tabs) - This can be found in Appendix B of this ITN
- List of subcontractors/Shop Fabricators (if any)

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

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

- List of JSEB Certified Firms (This form will submitted post contract execution and in accordance with the JSEB program implementation requirements in this ITN)
- Conflict of Interest Certificate Form - This form can be found at JEA.com
- Insurance certificate

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

1.2.5. NUMBER OF CONTRACTS TO BE AWARDED

JEA intends to award one (1) contract. JEA reserves the right to select more than one (1) successful Respondent based on certain groupings of the Work items, or JEA may exclude certain Work items, if JEA determines that it is in the best interest of the Participating Agency to do so.

The Participating Agency may award one (1) **or more** Contract(s) for the Work to the successful Respondent(s) at their sole discretion.

Respondents shall be responsive to the Participating Agency, terms, conditions and specifications in section 6 for any Participant Agency Contract.

1.2.6. EVALUATION METHODOLOGY

1.2.7. ALTERNATE PROVISIONS AND CONDITIONS

Responses that contain provisions that are contrary to requirements found on this ITN, including, but not limited to, the Contract terms and conditions contained in Section 2 of this ITN, and any requirements found in the Technical Specifications attached as Appendix A to this ITN, will be reviewed but may not be accepted by JEA. However, as this is an ITN, JEA reserves the right to negotiate the best terms and conditions if determined to be in the best interests of JEA, and negotiate different terms and related price adjustments if JEA determines that it provides the best value to JEA

1.2.8. EVALUATION METHODOLOGY

1.2.8.1. EVALUATION AND NEGOTIATION PROCESS (ITN)

JEA intends to select up to four (4) Respondents (the "Short-list") with which to commence negotiations. A selection committee (hereinafter referred to as the "Selection Committee"), will be appointed by the JEA Chief Procurement Officer (the "CPO"), or his designee, to review and evaluate each Response submitted. The CPO's office will distribute a copy of each Response to each member of the Selection Committee, and the members of the Selection Committee will separately and independently evaluate and rank the Responses using the "Selection Criteria" as stated below in this ITN. JEA will use this ranking to develop the Short-list of companies in which to proceed with contract negotiations.

Prior to developing the Short-list, JEA may request that the Respondents provide additional information to clarify their Response. JEA will NOT allow Respondents to submit additional reference projects or change said reference projects that were initially submitted for the purposes of meeting the Minimum Qualifications stated in this ITN. However, JEA may request clarification of submitted documentation so that JEA may make an accurate assessment in developing the Short-list. JEA must be satisfied that the successful Respondent has the necessary technical expertise, experience, and resource capabilities to satisfactorily perform the Work described in this ITN.

JEA reserves the right to Award a Contract based on the Selection Committee's initial evaluation of the Responses if JEA deems the Responses demonstrate adequate competition, compliance, and responsiveness to this ITN. If JEA determines the previously stated criteria have not been met, JEA will finalize the Short-list and proceed with contract negotiations.

Respondents are cautioned to present the best possible pricing offer in their initial Responses. Failing to do so may result in a Respondent not making the Short-list, and will not be allowed to proceed with contract negotiations. Additionally, the Total Bid Price submitted with the initial Response cannot be increased during the ITN process or during BAFO submission.

Once a Short-list is developed, the CPO, or his designee, will appoint a negotiating team (the "Negotiating Team"). The Negotiation Team may be comprised of the same individuals as were members of the Selection Committee. JEA reserves the right to negotiate concurrently or separately with the Short-list Respondents. JEA reserves the right to seek clarifications, to request Response revisions, and to request any additional information deemed necessary for proper evaluation of the Responses. JEA reserves the right to incorporate value added services or industry standard innovations recommended by a Respondent into the Contract's scope of work.

A Respondent that is included on the Short-list may be required, at the sole option of JEA, to make an oral presentation, provide additional written clarifications to its Response, or JEA may require site visits to Respondent's facilities. Oral presentations, hand-outs, and written clarifications will be attached to the Respondent's Response and will become a part of the Response as if originally submitted. The CPO or his designee will initiate and schedule a time and location for any presentations which may be required.

As a part of the negotiation process, JEA may contact the references provided by the Respondent for the purpose of independently verifying the information provided in the Response, and to assess the extent of success of the projects associated with those references. JEA also reserves the right to contact references not provided by Respondents. Respondents may be requested to provide additional references. The results of the reference checking may influence the final negotiation, ranking, and Award recommendation.

After written clarifications, oral presentations, site visits, and any other negotiations deemed by JEA to be in its best interest, the Short-list Respondents will be given a deadline to submit their best and final offer (the "Best and Final Offer" or "BAFO"). The negotiation process will stop upon submission of the BAFO. Respondents will not be allowed to make further adjustments to their BAFO or communicate further with JEA, except to respond to requests for clarification from the Negotiating Team.

The JEA Negotiating Team will adjust and calculate the final rankings of the Short-list based on the BAFO submissions. JEA does not anticipate reopening negotiations after receiving the BAFOs, but reserves the right to do so if it believes doing so will be in the best interests of JEA. In the event that JEA reopens negotiations, any final rankings will be revised accordingly.

Negotiations will not be open to the public, but will be recorded. All recordings of negotiations and any records, documents, and other materials presented at negotiation sessions are public records and can be released pursuant to a public records request after a notice of intended decision for this ITN is posted, or thirty (30) days after the opening of the Responses, whichever occurs earlier.

The Award recommendation of the Negotiating Team will be based upon the scoring of the BAFOs and the Selection Criteria described below in this ITN. The Respondent with the highest score will be submitted to the CPO for approval. Once approved, the CPO will then present an Award to the JEA Awards Committee for final approval.

In its sole discretion, JEA reserves the right to withdraw this ITN either before or after receiving Responses, to reject any and all Responses either in whole or in part, with or without cause, or to waive any ITN requirement informalities, minor irregularities, and deficiencies in any Response, and to determine such action is in the best interest of JEA. Issuance of this ITN in no way constitutes a commitment by JEA to make an Award or enter into a Contract.

All Responses submitted to JEA are subject to the JEA's terms and conditions contained in this ITN and JEA's Procurement Code. Any and all additional terms and conditions submitted by Respondents are rejected and shall have no force.

Solicitation Schedule

ITN Step	Expected Lead time (Duration)
Issue Solicitation	November 3, 2017
Response Due Date	December 5, 2017
Rank Responses / Develop Short List	1 Day
Announce - Short-list provide current ranking	2 business day
Clarifications / Negotiation phase – if required	5 business days

ITN Step	Expected Lead time (Duration)
Issue to Short-list a list of observations and concerns to address in the best and final submission – if required	1 business days
Short-listed Respondents prepare and submits Best and Final Offer	5 business days
Receive Best and Final Offers	1 day
Evaluate and determine final ranking	1 day

** Note the Durations listed above are subject to change **

1.3. SELECTION CRITERIA

The following criteria will be used by JEA to evaluate and rank the qualified Respondents to determine which Respondents are selected for the Short-list who will then move on to the contract negotiation phase of this ITN. Details concerning how each Selection Criteria is calculated can be found in the Selection Criteria below and on the Evaluation Matrix for this ITN.

1.3.1. QUOTATION OF RATES – (80 Points)

1. BILLABLE RATES (76 Points)

The billable rates provided for each job classification and/or scope of work shall include wages, fringes, taxes, benefits, Workers’ Compensation, required personal safety equipment (PPE), per diem, any other salary burdens or overhead for the workers’ employment including a profit. These rates will be applicable to the Respondent, and all levels of the Respondent’s Subcontractors, based on the pricing entered on the Appendix B – Bid Workbook tabs.

The Companies will be evaluated by the Joint Agency Total Bid Price as stated on the Response Form.

2. Equipment Overtime Discount (1 Point)

Companies may provide a discount for Equipment Rates, when utilization exceeds 40 hours per week. Companies with the highest discount will receive more points.

3. Mutli-utility Discount (3 Points)

Companies may provide a discount for multiple utilities awarding contracts to the same respondent. Companies with the highest discount will receive more points.

1.3.2. EXPERIENCE / PREVIOUS PROJECTS (15 Points)

JEA & TECO will evaluate the two (2) submitted minimum qualification references for experience in the company ability to perform of the following:

- Ability to perform the work
- Meet the scope, scale and size of project as it compares to similar work in this solicitation
- Crew size mobility and equipment provided
- Design approach to meet all JEA / TECO service contract needs
- Contract performance rating

NOTE: If the company has performed work for JEA or TECO from the past five (5) years, and fails to submit the contract(s) for review, the company will be scored zero for that project.

1.3.3. SAFETY (5 Points)

The company shall provide the past three (3) years of Experience Modification Rates (EMR) rate for 2014, 2015 and 2016. JEA will average the three years and award points based on the following; Best average three year EMR rate will receive highest points and scale down to lowest EMR rate.

1.4. GENERAL INSTRUCTIONS

1.4.1. SUBMITTING THE RESPONSE

The Respondent shall submit one (1) original Response, five (5) duplicates (hardcopies) and one (1) CD or flash drive. For the submitted electronic copy, the Respondent shall provide a tracked changes version of any terms and conditions comments and an excel version of the quotation of rates workbook. Combed binders are preferred. If there is a discrepancy between the electronic and the hard copy, the hard copy will prevail. JEA will not accept Responses transmitted via email. **IF RESPONDENT IS INTERESTED IN RECEIVING A RESPONSE FORM IN A WORD FORMAT, PLEASE EMAIL lovgrd@jea.com WITH THE REQUEST. REQUESTS MUST BE MADE NO LATER THAN FIVE (5) BUSINESS DAYS BEFORE RESPONSE OPENING.**

1.4.2. ADDENDA

JEA may issue Addenda prior to the opening of Responses to change or clarify the intent of this Invitation to Negotiate (ITN). The Respondent shall be responsible for ensuring it has received all Addenda prior to submitting its Response and shall acknowledge receipt of all Addenda by completing the Confirmation of Receipt of ITN Addenda. JEA will post Addenda when issued online at JEA.com. Companies must obtain Addenda from the JEA.com website. All Addenda will become part of the ITN and any resulting Contract Documents. It is the responsibility of each Respondent to ensure it has received and incorporated all Addenda into its Response. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Response at JEA's sole discretion.

1.4.3. CONTRACT EXECUTION AND START OF WORK

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

Upon JEA's receipt of the executed Contract and certificate of insurance, JEA will issue a PO, in writing and signed by an authorized JEA representative as acceptance of the Response and authorization for the company to proceed with the Work, unless otherwise stated in the Contract or PO.

1.4.4. DEFINED TERMS

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

1.4.5. EX PARTE COMMUNICATION

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

Ex Parte Communication is strictly prohibited. Failure to adhere to this policy will disqualify the noncompliant company's Response. Any questions or clarifications concerning this ITN must be sent in writing via email to the JEA Buyer at least five (5) business days prior to the opening date. If determined by JEA, that a question should be answered or an issue clarified, JEA will issue an addendum to all Respondents.

1.4.6. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY

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

- A. That the individual signing the Response Form is a duly authorized agent or officer of the Respondent. Responses submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the Response Form,

satisfactory evidence of authority to sign must be submitted upon request by JEA. If the Response is submitted by a partnership, the Response Form must be signed by a partner whose title must be listed under the signature. If an individual other than a partner signs the Response Form, satisfactory evidence of authority to sign must be submitted upon request by JEA.

- B. That every aspect of the Response and the detailed schedule for the execution of the Work, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JEA assumes the responsibility.
- C. The corporation or partnership must be in active status at the Florida Division of Corporations (www.sunbiz.org) prior to any subsequent Award of Contract.
- D. That the Respondent maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including, but not limited to, contractor's license and occupational licenses necessary to perform the Work. The Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.
- E. That the Respondent has read, understands and will comply with the Section titled Ethics.

1.4.7. ETHICS

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

The Respondent shall submit only one Response in response to this Solicitation. If JEA has reasonable cause to believe the Respondent has submitted more than one Response for the same Work, other than as a Subcontractor or subsupplier, JEA shall disqualify the Bid and may pursue debarment actions.

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

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

In accordance with Florida Statutes Sec. 287.133, JEA shall reject Responses from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendor list maintained by the Florida Department of Management Services. JEA shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Respondent listed on the Convicted Vendor list for any

transaction exceeding \$35,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list.

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

1.4.8. JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

1.4.9. MATHEMATICAL ERRORS

In the event of a mathematical error in calculation of the prices entered on the Response, the Unit Prices will prevail. The corrected Response Price utilizing the Unit Prices will be used to determine if the Company is Awarded the Work or the Services. Subsequently, the Unit Prices will be used throughout the term of the Contract.

1.4.10. MODIFICATION OR WITHDRAWAL OF RESPONSES

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

1.4.11. PROHIBITION AGAINST CONTINGENT FEES

The Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Respondent, or an independent sales representative under contract to the Respondent, to solicit or secure a contract with JEA, and that it has not paid or agreed to pay any person, company, corporation, individual or Respondent, other than a bona fide employee working solely for the Respondent, or an independent sale representative under contract to the Respondent, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the Award or making of the Contract. For a breach or violation of these provisions occurs, JEA shall have the right to terminate the Contract without liability, and at its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

1.4.12. PROTEST OF ITN AND AWARD PROCESS

Respondents shall file any protests regarding this ITN in writing, in accordance with the JEA Purchasing Code, as amended. Copies of the JEA Purchasing Code are available online at www.jea.com.

1.4.13. RESERVATION OF RIGHTS TO JEA

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

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

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

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

1.4.14. SUNSHINE LAW

General

Article I, Section 24, Florida Constitution, guarantees every person access to all public records and Chapter 119, Florida Statutes, provides a broad definition of public records. JEA is a body politic and corporate and subject to these laws and related statutes ("Florida's Public Records Laws"). All responses to this ITN are public record and available for public inspection unless specifically exempt by law.

Redacted Submissions

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

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

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

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

**THE JEA CUSTODIAN OF PUBLIC RECORDS AT: Public Records Request
Coordinator, JEA, 21 West Church Street, T-8, Jacksonville, FL 32202, Ph: 904-665-8606,
publicrecords@jea.com**

1.4.15. SUBCONTRACTORS

The Respondent shall list the names of the major Subcontractors that it intends to use for this Work, unless the Work will be self-performed by the Respondent. The Subcontractors shall be listed on the Subcontractors Form which is available at jea.com. Failure to submit this form with the Response shall result in rejection of company's Response. The Respondent shall not use Subcontractors other than those shown on the Subcontractor Form unless it shows good cause and obtains the JEA Representative's prior written consent.

If the Respondent plans to use Subcontractors to perform over fifty percent (50%) of the Work, the Respondent shall obtain JEA's approval at least five (5) days prior to the Response Due Date. Failure to obtain JEA approval shall result in rejection of the company's Response.

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

1.5.1. Jacksonville Small and Emerging Business (JSEB) Requirement (for JEA only)

No later than one (1) year from the Effective Date of this Contract, Contractor will utilize good faith efforts to solicit bids from JSEB businesses and will subcontract mowing and herbicide services required under this Contract to a JSEB that is determined by the Contractor to be qualified to perform the Work. Once the subcontract is executed, Contractor may submit to JEA a Request for Change Order to reasonably adjust the Contract Price to cover the Contractor's expenses associated with the training and additional costs of utilizing a JSEB.

In years two (2) through five (5) of this Contract, Contractor will make good faith efforts to identify additional services that can be subcontracted to a JSEB and implement subcontracts as deemed appropriate by both JEA and Contractor. If additional subcontracts are identified, Contractor will be entitled to a Change Order to cover the additional costs once the subcontracts have been executed.

If the Contractor does not comply with the JSEB requirements established in this Contract, the Contractor must submit documentation upon request to JEA's JSEB office describing in detail its good faith efforts to comply with the JSEB requirements of the Contract. This documentation shall include at a minimum the following items:

1. A written and signed statement describing the level of effort for each of the requirements listed below. Include dates, times, people whom the Contractor contacted, and phone numbers to enable JEA to confirm good faith efforts.

2. Copies of written solicitations of participation the Contractor sent to qualified JSEB firms, showing adequate response time was provided, defining the scope and nature of the work firm is asked to perform, Contractor contact information for questions and follow-up, and an offer to meet to review plans, specifications and scope.
3. A statement of the Contractor's efforts to negotiate a suitable agreement with JSEB firms including call logs showing participants, dates, times, topics discussed, and open issues.
4. A statement of the Contractor's efforts to help qualified firms that may require assistance in obtaining bonding, insurance, financing, technical support, procedural information, or other items necessary to compete for and perform the Work.
5. For each offer received from a qualified JSEB firm but rejected by Contractor, a statement explaining why such offer was not made part of the Contract.
6. For each qualified JSEB firm contacted but considered unqualified by the Contractor to perform a portion of the Work, a statement of the reasons Contractor considered firm to be unqualified.
7. The Contractor shall contact JEA's JSEB Office for assistance when all independent attempts (e-mails, phone calls, faxes and letters) to contact qualified JSEB firms have failed, and shall do so in adequate time for JSEB firms to be identified and to allow JSEB firms adequate time in which to respond. Failure by the Contractor to contact JEA's JSEB Office as required herein will be considered when determining if the Contractor has made a good faith effort.

The determination as to whether the Contractor made a good faith effort in trying to achieve the JSEB requirements of this Contractor will be made solely by JEA.

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

Jenny McCollum
Interim JSEB Manager
gleejs@jea.com

2. CONTRACT TERMS AND CONDITIONS

2.1. CONTRACT DOCUMENT AND TERMS AND CONDITIONS

Provided below are the Contract terms and conditions that will be incorporated by reference in the Contract Document executed by the Company and JEA. The Contract Document will incorporate by reference the terms contained in the Solicitation portion of this document provided in Section 1, the Contract Terms provided in Section 2, the applicable Special Terms and Conditions provided in Appendix C and the Technical Specifications provided in Appendix A. The Company acknowledges and agrees that (i) each Participating Agency shall enter into a separate contract with the Company for the provision of services to that Participating Agency

and (ii) no Participating Agency shall have any liability whatsoever for any claims arising in connection with services provided by the Company to another Participating Agency.

2.2. DEFINITIONS

2.2.1. DEFINITIONS

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

2.2.2. ACCEPTANCE

A Participating Agency's written notice by the Contract Administrator to the Company that all Work as specified for a given service or repair has been completed to the Participating Agency's satisfaction. Approval or recognition of the Company meeting a milestone or interim step does not constitute Acceptance of that portion of Work. Acceptance does not in any way limit a Participating Agency's rights under the Contract or applicable laws, rules and regulations.

2.2.3. ADDENDUM/ADDENDA

A written change or changes to the Solicitation which is issued by JEA Procurement Services and is incorporated into the Solicitation as a modification, revision and/or further clarification of the intent of the Solicitation.

2.2.4. ANNIVERSARY DATE

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

2.2.5. AWARD

The written approval of a Participating Agency's Awards Committee (or equivalent body) that the procurement process for the purchase of the Work was in accordance with the Participating Agency's Procurement Code and Florida Statutes. Once an Award is approved, the Participating Agency will either issue a Purchase Order or execute a Contract with the successful Respondent.

2.2.6. BID OR RESPONSE DOCUMENTS

The forms required to be submitted to JEA as the Company's offer to perform the Work or Services described in the Solicitation. The Bid Documents can include, but are not limited to, the Response Form, Minimum Qualifications Form, certifications and/or other required submittals. The Response Documents may also be referred to as the "Response Form".

2.2.7. BID OR RESPONSE

The document describing the Respondent's offer submitted in response to the Solicitation, for the purposes of this solicitation, Bid and Response shall be synonymous.

2.2.8. BID PRICE (QUOTATION OF RATES)

The total dollar amount of the Respondent's offer including, but not limited to, all labor, materials, overheads, profits, bonding and insurance premiums, other expenses, and any and all other cost items incurred by the Respondent in successfully performing the Work or Services in accordance with the Contract Documents.

2.2.9. BIDDER OR RESPONDENT

The respondent to this Solicitation.

2.2.10. CONTRACT AMENDMENT/CHANGE ORDER

A written document issued after execution of a Contract to the Company signed by a Participating Agency and the Company, authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Time. Contract Amendments/Change Orders do not authorize expenditures greater than the monies encumbered by a Participating Agency, which is stated on the associated Purchase Order(s). An executed Contract Amendment/Change Order resolves all issues related to price and time for the Work included in the Contract Amendment/Change Order.

2.2.11. COMPANY

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

2.2.12. COMPANY REPRESENTATIVE

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

2.2.13. COMPANY SUPERVISOR

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

2.2.14. CONTRACT

An agreement between a Participating Agency and the Company, signed by both parties, for the performance of the Work by the Company.

2.2.15. CONTRACT ADMINISTRATORS

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

2.2.16. CONTRACT DOCUMENTS

Contract Documents, also referred to as the "Contract" or "Agreement" means the executed Contract Document and any written Change Orders, amendments or Purchase Orders executed by a Participating Agency, and insurance and/or bonds as required by the Contract. The Contract Documents shall not be changed without an executed Contract Amendment or Change Order.

2.2.17. CONTRACT PRICE

The total amount payable to the Company under the Contract, as set forth in the Contract Documents. The Contract Price may also be referred to as the Maximum Indebtedness.

2.2.18. DEFECT

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

2.2.19. ENVIRONMENTAL REGULATIONS

All laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Work Location is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over a Participating Agency, the Work Location, or the use of the Work Location, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials (as defined in this Contract) into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

2.2.20. HAZARDOUS MATERIALS

Any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. '9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. '6901 et. seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. '2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Licensed Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Licensed Property, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Licensed Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Licensed Property or adjacent property; or (C) which, if it emanated or migrated from the Licensed Property, could constitute a trespass.

2.2.21. HOLIDAYS

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

2.2.22. INVOICE

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

2.2.23. JEA

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

2.2.24. PARTICIPATING AGENCY

JEA, the Jacksonville Port Authority and the Jacksonville Transportation Authority.

2.2.25. PARTICIPATING AGENCY REPRESENTATIVES

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

2.2.26. JTA

Jacksonville Transportation Authority (JTA), an independent agency of the City of Jacksonville

2.2.27. JAXPORT

Jacksonville Port Authority (JPA), an independent agency of the City of Jacksonville.

2.2.28. PURCHASE ORDER (PO)

A Work authorization document issued by a Participating Agency's Procurement Department with the words "Purchase Order" clearly marked across the top, a PO number used for reference shown on the front of the document, a description of the Work or a listing of the applicable Contract Documents, an authorized Participating Agency signature, and states the dollar amount of the lawfully appropriated funds. The Purchase Order is the only document that authorizes changes to the total dollar amount of the Contract.

2.2.29. SOLICITATION

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

2.2.30. SUBCONTRACTOR

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

2.2.31. TERM

The period of time during which the Contract is in force or until the Contract's Maximum Indebtedness is reached, whichever occurs first.

2.2.32. UNIT PRICES

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

2.2.33. WORK LOCATION (DEFINITION)

The place or places where the Work is performed, excluding the properties of the Company and/or the Subcontractor(s).

2.2.34. WORK OR SCOPE OF SERVICES

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

3. CONTRACT DOCUMENTS

3.1. ORDER OF PRECEDENCE

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

- o Executed Change Orders / Amendments
- o Executed Contract Document
- o Supplemental Conditions of Contract
- o General Conditions of Contract
- o Purchase Order
- o Drawings
- o Exhibits and Attachments
- o Technical Specifications
- o Addenda to JEA Solicitation
- o JEA Solicitation
- o Bid Documents
- o References

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

3.2. PRICE AND PAYMENTS

3.2.1. PAYMENTS

3.2.1.1. PAYMENT METHOD – T&M

Company shall invoice the applicable Participating Agency upon successful completion of an individual service. The Participating Agency shall remit payment once it has verified the Company has successfully completed the repairs or services for that Participating Agency.

For all Work that is performed on a time and materials basis, the Company shall provide evidence (receipts) of cost information and mark-ups applied to demonstrate compliance with the Unit Prices stated in the executed Contract. Failure to provide this evidence may result in invoice rejection and payment delays.

A Participating Agency may elect to make a partial payment or no payment if the Participating Agency determines, at its sole discretion, and after due consideration of relevant factors, that either all, or part of the Work being invoiced is not in accordance with the Contract Documents.

3.2.2. INVOICING AND PAYMENT TERMS

The Company shall submit all Invoices in accordance with the payment method agreed upon in these Contract Documents. Invoices for JEA shall be submitted to the following address:

JEA Accounts Payable
P.O. Box 4910
Jacksonville, FL 32201-4310

Addresses for other Participating Agency will be specified in the Contract with that Participating Agency.

JEA will pay the Company the amount requested within thirty (30) calendar days after receipt of an Invoice from the Company subject to the provisions stated below.

If JEA rejects an Invoice, JEA will return the Invoice to the Company stating the reasons for rejection. Upon receipt of an acceptable revised Invoice, the Participating Agency will pay the Company the revised amount within ten (10) days.

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

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

3.2.3. DISCOUNT PRICING

JEA offers any or all of the following optional payment terms, one of which may be executed at the request of the Company by sending an email to the JEA Buyer listed in this Solicitation:

1% 20, net 30

2% 10, net 30

Company may request alternate payment terms for a Participating Agency's consideration, however, alternate payment terms are not effective until acceptance by the Participating Agency in writing. Please note, all payment dates are calculated from the date of the Invoice receipt by a Participating Agency's Accounts Payable.

3.2.4. JSEB - INVOICING AND PAYMENT

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

3.2.5. PRICE ADJUSTMENT – JEA ONLY

The following clauses describe the method of application of the price adjustment for the scopes of work listed in the Bid Workbook applicable to JEA.

PRICE PER MILE FOR JEA SHALL REMAIN FIXED FOR LIFE OF THE CONTRACT.

PRICE ADJUSTMENT FOR LABOR RATES (JEA ONLY)

Labor Rates for the Work will remain firm through the first year (1) years of the Contract. **After year one (1)** Company must request a Consumer Price Increase (CPI) thirty (30) days prior to the Anniversary Date of the Contract. The CPI price adjustment shall be applied to the Labor Rate (employee hourly payment rate) for JEA. The CPI price adjustment shall be applied to the Billable Rate. If Company fails to request the CPI price adjustment within thirty (30) days of the Anniversary Date, the Company will be denied the increase and Company will have to request the CPI again in accordance with this clause. When a timely CPI request is received, JEA will recognize the CPI price adjustment within thirty (30) days of BLS posting the index for the

Anniversary date. The price adjustment will be applied for the next 12 month period. No retroactive price adjustments will be allowed. The maximum allowed price adjustment in a price adjustment per period will be three percent (3%). Additionally, CPI indices lag typically 2-3 months, therefore price adjustments shall be applied on the 12 month period basis from when the posted index is available. When an index is published with a Preliminary (P) rating, that preliminary rating shall be used to calculate adjustments for the year.

Example: Contract is executed on 1/1/2018 the CPI index is 200, on 3/1/2019, BLS publishes an index of 202(P), the 20 point increase provides a 1% increase. The hourly employee labor rate (or billable rate for TECO) will be increased by 1%. The Company mark up (for JEA) shall remain fixed. The adjusted price will be provide during the 12 month period after 3/1/2019, when the adjustment is approved and incorporated in the contract.

The index will be the published Consumer Price Index for All Urban Consumers series ID: CUUR0000SA0

Unless the Company and JEA make other agreements, the annual price adjustment for the Contract shall be in accordance with the consumer price index for all urban consumers published monthly by the U.S. Department of Labor, Bureau of Labor Statistics. The index used will be the unadjusted percent change for the previous 12 months after the written CPI request is received. In the event the applicable price index publication ceases, the Company and JEA shall mutually agree on a replacement index. If the Company and JEA fail to agree on a replacement index, the Contract shall terminate 90 days following the end of the then current fiscal year.

PRICE ADJUSTMENT FOR EQUIPMENT (FUEL PRICE ADJUSTMENT - JEA ONLY)

For Equipment Rates the portion of the Equipment associated with fuel price adjustment for listed unit prices for the Work will remain firm through the first year of the Contract. Fuel price index will be based dated on the Contract Date. Company must request a fuel price adjustment annually, thirty (30) days prior to the end of the Contract year to be applied to the following annually. If Company fails to request the price adjustment within thirty (30) days of the end of the year, the Company will be denied the increase and Company will have to request the index again in accordance with this clause. When a timely request is received, JEA will recognize the price adjustment within thirty (30) days after receipt of Company's written request, and it will be applied for the latest 12 month period. No retroactive price adjustments will be allowed. The maximum allowed price adjustment in a price adjustment period will be five percent (5%).

The remaining portion of the Equipment Rates shall remain fixed through the term of the contract.

Link to eia.gov fuel price website.

All Fuel Price adjustments for equipment (unleaded gas or diesel) shall be on the following index

Pull gas index.

<http://www.eia.gov/petroleum/gasdiesel/>

U.S. Regular Gasoline Prices * (dollars per gallon)

Lower Atlantic (PADD1C)

For Equipment the following example would apply.

Example: An Aerial lift is billing at \$100.00 / day. The company presents that 15% of the fixed unit price per day or \$15.00 is fuel. At the beginning of the contract year, the fuel index is 2.50 / gallon for gasoline. The next year the fuel price is \$2.60 / gallon or a \$0.10 increase. This is a 4% increase in price for the portion of the unit price associated with fuel. The \$85.00 of the price is fixed, the \$15.00 will be subject to price adjustment, therefore $\$15.00 \times 1.04 = \15.60 and the new Unit price for the next year will be \$100.60.

ALL MARKUPS SHALL REMAIN FIXED THROUGH THE TERM OF THE CONTRACT.

FOR ALL TECO RELATED PRICING, PRICES WILL REMAIN FIRM FOR THE FIRST YEAR AND SUBJECT TO NEGOTIATION THEREAFTER.

3.2.6. COST SAVINGS PLAN

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

3.2.7. OFFSETS

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

3.2.8. TAXES

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

3.2.9. TRUTH IN NEGOTIATION CERTIFICATE

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

3.2.10. WORK SCHEDULES

The Approved Schedule is referenced in the Technical Specifications attached to this Solicitation. If no schedule is provided, then the established schedule is based on working five (5) days per week, single shift, eight (8) hours per day or four (4) days per week, single shift, ten (10) hours per day. A Participating Agency may require the Company to base its schedule on an accelerated Work schedule or multiple shifts. The Company shall not schedule work on Holidays without obtaining prior written approval from the Participating Agency.

3.2.11. LABOR, EQUIPMENT, AND MATERIAL (L.E.M) UNIT PRICE

A Participating Agency may, during the course of the Contract, assign additional Work or Services for which Unit Prices were not included in the original Bid Form or Bid Workbook. If such an instance arises, the Company will submit a Unit Price L.E.M. bid for those units for the Participating Agency to review. Upon acceptance by the Participating Agency, the agreed upon prices(s) will become a L.E.M. Unit Price will be utilized in the Contract in the specification for its duration. Note, L.E.M. Unit Prices shall only be considered for Work or Services that are similar in scope covered by the Contract

3.3. WARRANTIES AND REPRESENTATIONS

3.3.1. WARRANTY

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

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

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

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

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

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

3.4. INSURANCE, INDEMNITY AND RISK OF LOSS

3.4.1. INSURANCE

INSURANCE REQUIREMENTS

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

Workers' Compensation

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

Insurance Limits: Statutory Limits (Workers' Compensation) \$500,000 each accident

(Employer's Liability).

Commercial General Liability

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

Automobile Liability

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

Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$4,000,000 each occurrence and annual aggregate.

Company's Commercial General Liability, Excess or Umbrella Liability policies shall be effective for two (2) years after Work is complete. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

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

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

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

Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate

coverage or by endorsement under insurance provided by Company. Note: Any JSEB firms identified by Respondents for this Solicitation are considered "Subcontractors" under the direct supervision of the Prime or General Contractor (herein referred to as "Company"). Companies should show good faith efforts in providing assistance to JSEB firms in the securing of the Subcontractors' insurance requirements stated herein. Company shall submit subcontractors' certificates of insurance to each Participating Agency prior to allowing Subcontractors to perform Work on JEA's job sites.

3.4.2. INDEMNIFICATION

3.4.2.1. INDEMNIFICATION (JEA STANDARD)

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

3.4.2.2. ENVIRONMENTAL INDEMNIFICATION

The Company shall hold harmless and indemnify JEA, and TECO including without limitation, its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns (the "Indemnified Parties") and will reimburse the Indemnified Parties from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or in connection with (a) the Company's, including, but not limited to, its agents, affiliates or assigns ("Parties"), actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Company's or other Parties' activities,

(b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Contract by the Company or any Party at any time on or after the effective date of the Contract, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Company or any Party. JEA, and TECO will be entitled to control any remedial action, any proceeding relating to an environmental claim. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Contract or otherwise. This section relating to indemnification shall survive the Term of this Contract, and any holdover and/or Contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Contract.

3.4.3. TITLE AND RISK OF LOSS

Ownership, risks of damage to or loss of the Work shall pass to a Participating Agency upon Acceptance. The Company shall assume all risk of loss or damage to the Work while items are in transit and/or in the Company's custody until such time that a Participating Agency issues written notice of Acceptance.

A Participating Agency's receipt or delivery of any equipment or other materials will not constitute JEA's Acceptance of the Work and will not constitute a waiver by the Participating Agency of any right, claim or remedy. In the event of loss or damage to the Work, the Company shall bear all costs associated with any loss or damage until Acceptance by the Participating Agency.

For equipment and materials removed from a Participating Agency's site or the Work locations for repairs, service or duplication, the Participating Agency will retain the title to equipment and materials removed.

3.5. TERM AND TERMINATION

3.5.1. TERM

3.5.1.1. TERM OF CONTRACT-DEFINED DATES

The Contract with a Participating Agency shall commence on the effective date of the Contract, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for **five (5) years**, (the "Initial Term"), or until the Contract's Maximum Indebtedness is reached, whichever occurs first. Each Participating Agency reserves the option to renew its Contract for an additional one (1) year renewal period.

This Contract, after the initial year, shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the Contract.

3.5.1.2. TERM OF CONTRACT-FOR STORM & RESTORATION SERVICES ONLY

The Contract with a Participating Agency shall commence on the effective date of the Contract, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for **ONE (1) year**, (the "Initial Term"), or until the Contract's Maximum Indebtedness is reached, whichever occurs first. Each Participating Agency reserves the option to renew its Contract for an additional one (1) year renewal period at a time, for up to a total of four (4) additional years.

This Contract, after the initial year, shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the Contract.

3.5.2. TERMINATION FOR CONVENIENCE

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

In the event of termination for convenience, the Participating Agency will pay the Company for all disbursements and expenses that the Company has incurred, or those for which it becomes obligated prior to receiving the Participating Agency's notice of termination.

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

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

3.5.3. TERMINATION FOR DEFAULT

A Participating Agency may give the Company written notice to discontinue all Work under its Contract in the event that:

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

If, within thirty (30) days after service of such notice upon the Company, an arrangement satisfactory to the Participating Agency has not been made by the Company for continuance of the Work, then the Participating Agency may declare Company to be in default of its Contract.

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

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

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

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

3.5.4. LICENSES

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

3.5.5. UNFORESEEN CONDITIONS

The Company understands and agrees that it is its responsibility to conduct due diligence prior to the Work. Such due diligence includes, but is not limited to, verifying all Work conditions, measurements, dimensions and latent and patent obstructions, the accuracy of drawings, test results, inspections and other informational materials provided in the Contract Documents, and any other causes for existing or potential changes to the Work prior to initiating the Work. In the event that the Work must be changed due to the Company's failure to fulfill the above requirements, the Company understands and agrees that it will be responsible for all costs associated with the changed condition.

In the event, however, that the Company exercises the requisite due diligence and a change to the Work becomes necessary resulting from conditions that are clearly unforeseen and that could not have been discovered, the costs for adjusting the Work in response to such unforeseen conditions shall be addressed in a Contract Amendment. Any Work the Company performs prior to receipt of an approved Contract Amendment will be at the Company's sole risk.

3.5.6. CRITICAL INFRASTRUCTURE PROTECTION

Pursuant to federal regulations, JEA is required to implement Critical Infrastructure Protection (CIP) and comply with NERC/FERC reliability standards for identified assets (collectively the "Assets"). Assets can be defined as either physical or cyber that are essential for JEA to maintain the integrity of the bulk electric system. Therefore, a Company that requires access to the Assets shall require that each of its employees, who require unescorted access apply for a JEA access badge through JEA's Security Department. Depending on which Assets a Company must access will determine the specific training and/or personal background screenings that will be required before a JEA badge can be issued. JEA will pay for reasonable costs associated with initial background screenings and training for required Company employees. However, if an

initial screening is failed, the Company will be responsible for the cost of that screening and for additional screening costs related to Company employee turnover. An appointment to obtain a JEA access badge can be made by contacting JEA Security at securitybadge@jea.com.

Finally, all badges are for assigned individual use only and JEA does not allow Company employees to share JEA access badges. A Company whose employees are found to be sharing JEA access badges, may result in the Contract being terminated for default. Additionally, JEA shall be notified within six (6) hours of a lost or stolen JEA security badge or when an employee leaves the Company and the Company should bear the cost of replacement security badge. Report badge termination notifications to JEA Security at (904) 665-8200.

3.5.7. JEA ACCESS BADGES

If the scope of work described in this Contract requires a Company to access JEA facilities, each Company employee shall apply for a JEA access badge through JEA's Security Department. An appointment to obtain a JEA access badge can be made by contacting JEA Security at securitybadge@jea.com. Finally, JEA does not allow Company employees to share JEA access badges. A Company whose employees are found to be sharing JEA access badges, will result in the Contract being terminated immediately for default. Additionally, JEA shall be notified within six (6) hours of a lost or stolen JEA security badge or when an employee leaves the Company. Report badge termination notifications to JEA Security at (904) 665-8200.

3.6. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

3.6.1. CONFIDENTIALITY AND PUBLIC RECORD LAWS

Access to Public Records

All documents, data and other records received by a Participating Agency in connection with the Contract are public records and available for public inspection unless specifically exempt by law. The Company shall allow public access to all documents, data and other records made or received by the Company in connection with the Contract unless the records are exempt from section 24(a) of Article I of the Florida Constitution or subsection 119.07(1), Florida Statutes. A Participating Agency may unilaterally terminate the Contract if the Company refuses to allow public access as required under the Contract.

Redacted Copies of Confidential Information

If the Company believes that any portion of any documents, data or other records submitted to a Participating Agency are exempt from disclosure under Chapter 119, Florida Statutes, the Florida Constitution and related laws ("Florida's Public Records Laws"), Company must (1) clearly segregate and mark the specific sections of the document, data or records as "Confidential", (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide the Participating Agency with a separate redacted copy of the documents, data or records (the "Redacted Copy"). The Redacted Copy shall contain the Participating Agency's Contract name

and number, and shall be clearly titled “Redacted Copy”. Respondent should only redact those portions of records that Respondent claims are specifically exempt from disclosure under Florida’s Public Records Laws. If the Company fails to submit a redacted copy of documents, data or other records it claims is confidential, the Participating Agency is authorized to produce all documents, data and other records submitted to the Participating Agency in answer to a public records request for these records.

Request for Redacted Information

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

Indemnification for Redacted Information

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

Public Records Clause for Service Contracts

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

- Keep and maintain public records that ordinarily and necessarily would be required by the Participating Agency in order to perform the service;
- Provide the public with access to public records on the same terms and conditions that the Participating Agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- Meet all requirements for retaining public records and transfer, at no cost, to the Participating Agency all public records in possession of the Company upon termination of the contract and destroy any duplicate public records that are exempt

or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to the Participating Agency in a format that is compatible with the information technology systems of the Participating Agency.

3.6.2. PROPRIETARY INFORMATION

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

3.6.3. PUBLICITY AND ADVERTISING

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

3.7. LABOR

3.7.1. NONDISCRIMINATION

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

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

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

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

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

3.7.2. LEGAL WORKFORCE

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

3.7.3. PROHIBITED FUTURE EMPLOYMENT

It shall be unlawful and a class C offense for any person, who was an officer or employee of JEA, after his or her employment has ceased, to be employed by or enter into any contract for personal services, with a person or company who contracted with, or had a contractual relationship with JEA, while the contract is active or being completed, or within two years of the cessation, completion, or termination of the person's or company's contractual relationship with JEA, where (1) the contract with JEA had a value that exceeded \$250,000, and (2) the officer or employee had a substantial and decision-making role in securing or negotiating the contract or contractual relationship, or in the approval of financial submissions or draws in accordance with the terms of the contract; except that this prohibition shall not apply to an employee whose role is merely as a review signatory, or to contracts entered into prior to January 1, 2008, or to contracts that have been competitively procured. With respect to this subsection a contract is competitively procured if it has been obtained through a sealed low bid award. A "substantial and decision-making role" shall include duties and/or responsibilities that are collectively associated with: (i) approving solicitation or payment documents; (ii) evaluating formal bids and Responses; and (iii) approving and/or issuing award recommendations for JEA Awards Committee approval. The contract of any person or business entity who hires or contracts for services with any officer or employee prohibited from entering into said relationship shall be voidable at the pleasure of JEA. This prohibition shall not apply to any former officer or employee after two (2) years from cessation from JEA employment.

3.7.4. HIRING OF OTHER PARTY'S EMPLOYEES

Each party recognizes that the other party has incurred or will incur significant expenses in training its own employees and agrees that it will not pursue or hire, without the other party's

consent, the other party's employees or the employees of its subsidiaries for a period of two (2) years from the termination date of this Agreement.

3.7.5. COMPANY'S LABOR RELATIONS

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

3.7.6. JEA WORKPLACE TOBACCO USE POLICY

It is JEA's policy to maintain a healthy work environment and JEA's goal is to become a tobacco-free workplace. Therefore, JEA prohibits Company employees from using tobacco products while on JEA property or during the performance of JEA Work. JEA reserves the right to require Company to remove an employee who violates this policy from JEA property or JEA Work site upon notice from the JEA Representative.

3.8. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

3.8.1. COMPANY REPRESENTATIVES

Upon Contract execution and before starting the Work, the Company shall provide to the Participating Agency Contract Administrator in writing the name and responsibilities of the Company Representative. Should the Company need to change the Company Representative, the Company shall promptly notify the Participating Agency Contract Administrator in writing of the change.

3.8.2. COMPANY REVIEW OF PROJECT REQUIREMENTS

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

3.8.3. CONDITIONS OF PROVISIONING

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

If Company's Scope of Work is to supply a Participating Agency with inventory items, the Company shall identify inventory items that are in high demand and take appropriate steps to minimize delivery lead time in the event of demand spikes or emergency requirements.

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

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

3.8.4. EMERGENCY EVENTS

During the Term of this Contract, if a system-wide emergency arises, including, but not limited to, severe storms, large-scale fires, floods, and terrorist attacks, the Company acknowledges the importance of JEA infrastructure and agrees to support JEA with all its resources, skills and capabilities, to the maximum extent possible, in the restoration efforts of JEA. The Contract Administrator shall notify the Company when an emergency event occurs and the Company agrees to mobilize its full resources immediately. In the event conditions are such that an emergency event is likely to occur, but the Company has not been yet notified by the Contract Administrator, the Company shall make all efforts to contact a JEA Representative to determine if and how it should respond.

JEA agrees to reimburse the Company for its actual costs incurred, plus overhead and profit, the total not exceeding twelve percent (12%). JEA also agree to reimburse Company for any one-time expended cost incurred as a result of supporting JEA during the emergency event.

At the conclusion of the emergency event, the Company agrees to take back all excess items Company purchased as a result of the emergency event, to the extent that the items can be resold, and will provide JEA with a full credit or monetary refund.

3.8.5. SAFETY AND PROTECTION PRECAUTIONS

The Company shall comply with all applicable Federal, state and local laws, ordinances, all Participating Agency procedures and policies including, but not limited to, JEA's Contractor Safety Management Process (available at JEA.com), and orders of any public body having jurisdiction for the safety of persons or protection of property. **The Company understands and agrees that violation of any provision of this clause is grounds for immediate termination of the Contract for Default and the Company is responsible for all Participating Agency damages associated with such termination.**

The Company shall only use those Subcontractors who have met any applicable Participating Agency Safety Prequalification requirements per the Participating Agency's Contractor Safety Management Process. The Company shall ensure that Subcontractors and their personnel have all the necessary personal protective equipment and training needed to perform Work safely.

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

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

The Company shall notify the police and fire departments as to its Work Location in order to ensure prompt response in an emergency.

3.8.6. STORM PREPAREDNESS

In the event of a Hurricane Warning, Tropical Storm Warning, or other large storm affecting the Work Location, the Company shall secure, or shall remove and store all equipment and materials at the Work Location including, but not limited to, cones, barricades, lights and signs. The Company shall begin taking such precautions as necessary to secure the Work Location upon official issuance of mandatory evacuation of the area of the Work Location and no later than twenty-four (24) hours prior to predicted arrival of tropical storm or hurricane force winds; or when notified by a Participating Agency Representative to do so. These activities are considered a regular part of the Work; regardless of the frequency they are required.

3.9. VENDOR PERFORMANCE EVALUATION

3.9.1. RIGHT TO AUDIT AND FINANCIAL REPORTING

Upon a Participating Agency' requests, the Company agrees to allow a Participating Agency to audit its financial and operating records for the purpose of determining Invoice accuracy, or otherwise assessing compliance with the Contract Documents. The Company agrees to let a Participating Agency' qualified representative access the records at Company's office, with three (3) days written notice, for a reasonable period, not less than five (5) days, in a workspace suitable for the audit provided by Company. All audit work will be done on Company premises, and no Company documentation will be removed from Company offices. The Company agrees to have knowledgeable personnel available to answer questions for the auditors during the time they are at the Company's offices and for a period of two (2) weeks thereafter. The Company shall provide to the Participating Agency audited financial statements for the most recent fiscal year upon the Participating Agency request, not later than five (5) days after receipt of written request.

3.9.2. VENDOR PERFORMANCE EVALUATION

Use of Vendor Performance Evaluation Scorecards

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

Frequency of Evaluations

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

Unacceptable Performance

- If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company of

such in a letter. The Company shall have ten (10) days to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.

- Within thirty (30) days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Company's performance is described in the letter as meeting expectations, no further remedial action is required by the Company, as long as Company's performance continues to be Acceptable.
- If the Company's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Company shall have fifteen (15) days from date of second letter to demonstrate solely through its performance of the Work, that it has achieved Acceptable Performance. At the end of the fifteen (15) day period, JEA will prepare a scorecard documenting the Company's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Company has made in its performance, or has failed to make. If the scorecard shows Company's performance is Acceptable, then no further remedial action is required by Company as long as Company's performance remains Acceptable. If the scorecard shows the Company's performance is Unacceptable, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Company from bidding on any JEA related solicitations, and other remedies available in the JEA Purchasing Code and in law. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.
- In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion.
- If the Company receives five (5) or more letters of deficiency within any twelve (12) month period, then JEA will prepare a scorecard describing the deficiencies and the Company's performance will be scored as Unacceptable.

Acceptable Performance

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

Disputes

In the event that the Company wants to dispute the results of its scorecard performance evaluation, the Company must submit a letter to the Chief Procurement Officer supplying

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

Public Records

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

3.10. MISCELLANEOUS PROVISIONS

3.10.1. AMBIGUOUS CONTRACT PROVISIONS

The parties agree that this Contract has been the subject of meaningful analysis and/or discussions of the specifications, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who physically prepared this Contract.

3.10.2. AMENDMENTS

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

3.10.3. APPLICABLE STATE LAW; VENUE; SEVERABILITY

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

3.10.4. CUMULATIVE REMEDIES

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

3.10.5. DELAYS

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

3.10.6. ENTIRE AGREEMENT

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

3.10.7. EXPANDED DEFINITIONS

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

3.10.8. HEADINGS

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

3.10.9. LANGUAGE AND MEASUREMENTS

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

3.10.10. MEETINGS AND PUBLIC HEARINGS

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

3.10.11. NONEXCLUSIVE

Notwithstanding anything herein contained that may appear to be the contrary, this Contract is "non-exclusive" and each Participating Agency reserves the right, in its sole discretion, to retain other companies or perform the Work itself.

3.10.12. REFERENCES

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

3.10.13. RELATIONSHIP OF THE PARTIES

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

3.10.14. SEVERABILITY

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

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

3.10.15. SUBCONTRACTING OR ASSIGNING OF CONTRACT

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

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

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

3.10.16. SURVIVAL

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

3.10.17. TIME AND DATE

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

3.10.18. TIME OF ESSENCE

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

3.10.19. USE OF JEA CONTRACTS BY THE CITY OF JACKSONVILLE

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

3.10.20. WAIVER OF CLAIMS

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

The Company's obligations to perform and complete the Work in accordance with the Contract shall be absolute. None of the following will constitute a waiver of any of a Participating

Agency's rights under the Contract: approval of payments, including final payment; Certificate of Contract Completion; any use of the Work by a Participating Agency; nor any correction of faulty or defective work by a Participating Agency.

3.10.21. FORCE MAJEURE

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

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

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

4. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

4.1. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

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

- 114-17 Appendix A Technical Specification
- 114-17 Appendix C Storm and Emergency Restoration Specifications
- 114-17 Appendix C Travel Request
- 114-17 Appendix C FEMA flowdown terms and conditions
- 114-17 JEA Travel Policy

Additional technical requirements may be added to a Participant Agency contract at the Participant Agency sole discretion.

5. FORMS

5.1. FORMS (APPENDIX B)

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

114-17 Appendix B Response Form

114-17 Appendix B Bid Workbook

6. PARTICIPATING AGENCY TERMS AND CONDITIONS AND SPECIFICATIONS

6.1. PARTICIPANT AGENCY TERMS AND CONDITIONS, SPECIFICATIONS

The following additional term and conditions are provided for the Participant Agency. Where a Participant Agency, executes a Piggybacked Contract and issues purchase orders, the following applicable terms and conditions and specifications listed below shall apply and be of a higher precedence than the terms and conditions in the Section 2 and 3 Terms and Conditions and the Section 4 Technical Specifications and Scope of Work of this Solicitation in resolving any conflict, error or discrepancy. Where the Participating Agency special terms and conditions, or other requirements are not addressed, the terms and conditions found in Section 2 of this Solicitation shall apply.

TECO

- **114-17 EXHIBIT B TECO MASTER LINE CLEARANCE TERMS REV 04102017**
- **114-17 ATTACHMENT 1 TECO LC SPECIFICATIONS REV 04042017**
- **114-17 EXHIBIT C TECO SCOPE OF WORK REV 04042017**