

Solicitation

For Participation in

Construction Management at Risk (CMAR) for Northwest WRF 2 MGD
for
JEA
Jacksonville, FL

Solicitation Number 1411857248

Mandatory Pre-Response Meeting via Microsoft Teams or Teleconference on December 11,
2024, at 11:00 AM

Meeting URL: https://teams.microsoft.com/l/meetup-join/19%3ameeting_OTBhOTNlYmItNTRINy00M2E0LWE5YzMtMjlmZGMwYTcwNWlZ%40thread.v2/0?context=%7b%22Tid%22%3a%22c0d91960-576d-4631-bc37-56584b7dc8db%22%2c%22Oid%22%3a%225cb8eebd-b082-4a89-bf53-12cbd409a3e6%22%7d

Meeting ID: 258 558 976 893

Meeting Password: aR3sd9

Dial In: 321-558-7338

Phone ID: 606 644 061#

Those planning to attend the teleconference should send contact information: mcdomv@jea.com,
48 hours prior to the Pre-Response Meeting to have contact information documented.

Responses are due on January 07, 2025, by 12:00 PM EST

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

JEA will publicly open all Responses received from qualified Respondents on January 07, 2025, via WebEx.

For more information, please contact the JEA Buyer at:
Marline McDonald, mcdomv@jea.com

1.2) Scope of Work

The purpose of this solicitation for Northwest Water Reclamation Facility 2 MGD (this "Solicitation") is to evaluate and select a vendor to provide pre-construction services (including early works activities) and construction of a new wastewater reclamation facility which may include: influent pump station, headworks, odor control system, splitter box, two process bioreactors, three reaeration blowers, two secondary clarifiers, RAS/WAS pump station, influent flow meter vault, two disk filters, UV system, effluent transfer pump station, reject storage tank, reject return pump station, reclaimed water storage and pumping system, in-plant pump stations, three aerobic digesters, decant and centrate pump station, sludge storage tank, dewatering system building, centrifuge feed pump, biosolids processing facility with screw conveyors, biological nutrient removal chemical storage and feed system, sodium hypochlorite storage and feed system, polymer system, two plant drain pumps, yard piping, operations buildings, maintenance building, electrical building, two stand by power generators, access road, site work, fiber optics, ancillary networks and security, fire alarm system, electrical vehicle parking and charging stations and compliance with Factory Mutual (FM) global requirements as described in this Solicitation (the "Work") and to determine the best method for JEA to procure the Work with regards to pricing, quality, design, and workmanship.

A more detailed description of the Work is provided in the Technical Specifications included as an Exhibit to this Solicitation.

Capitalized terms used in this Solicitation without definition shall have the definitions given to them in Section 2 of this Solicitation.

1.3) Background

JEA owns, operates, and manages the electric system established by the City of Jacksonville, Florida since 1895. In June 1997, JEA also assumed operation of the water and sewer system previously managed by the City. JEA is located in Jacksonville, Florida, where we proudly serve an estimated 522,469 electric, 396,566 water and 316,441 sewer and 26,902 reuse water customers. JEA is Florida's largest community owned utility and the eighth largest municipal in the United States.

1.4) Invitation - Submitting a Response

Respondents that meet the Minimum Qualification stated herein are invited to submit a Response to this Solicitation to perform the Work. A complete copy of this Solicitation, the Technical Specifications, forms and all other documents referenced in this Solicitation are on JEA's E-Procurement and Contract Management Portal which is provided by Zycus Supplier Network which can be accessed at <https://zsn.zycus.com/guest/genericRegister/JEA074>. Instructions on how to login to Zycus is provided below in this Solicitation.

All Responses are due at the time indicated on the title page of this Solicitation. Section 1 of this Solicitation are the instructions for submitting a Response for this Solicitation. Section 2 of this Solicitation contain the definitions and commercial contract terms associated with this procurement.

A Contract will be presented to the Respondent awarded this Work and the Contract will incorporate by reference this entire Solicitation and all associated Addenda. A sample of the JEA Contract can be found on jea.com.

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

All Responses should be delivered electronically to JEA via the Zycus platform. An automated, detailed auditing system provides sealed Response integrity. Responses remain sealed on the platform until the Close Date & Time (Due Date & Time).

A Respondent shall be solely responsible for timely delivery of its Response to the Zycus Supplier Network. Respondents are strongly encouraged to acquire log in credentials early as possible. Additionally, Respondents are encouraged to submit Responses early to ensure uploading process goes smoothly. **If Respondent is not able to submit its Response via Zycus, then please email the Response to the JEA Buyer identified in the Section below titled "Questions".**

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

1.5) Questions

All Questions must be submitted in writing to the JEA Buyer listed herein at least five business days prior to the opening date. Questions received within five business days prior to the opening date may not be answered.

1.6) Pre-Response Meeting

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

1.7) Opening of Responses

All Responses received shall be publicly announced and recorded via WebEx at the date and time indicated on the cover page of this Solicitation.

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

At the opening of Responses, a JEA representative will publicly open each Response that was received prior to the Date and Time, except for those Responses that have been properly withdrawn. JEA has the right to waive irregularities or informalities in the Responses to the extent allowable under applicable laws.

1.8) Type of Contract

The services for this Project will be contracted under a single entity known as a Construction Management-at-Risk (CMAR). The General Terms and Conditions will be finalized through negotiations as set forth herein. The initial scope of work for each project under the Contract shall consist of providing the specified pre-construction phase services on a fixed-price lump sum basis. The Contract shall be amended to include construction phase services (including early works packages) generally requiring the CMAR to deliver the completed project following negotiation of a mutually acceptable Guaranteed Maximum Price (GMP) and completion deadlines for the construction phase work.

The GMP will be negotiated between the parties at a later date. The CMAR's Fee shall be a percentage of the cost of the Work. The Fee will include the profit, overhead and expenses as

described in the CMAR Contract. The CMAR main office personnel and expenses shall be included in the fee. The percentage of the CMAR fees may be capped by JEA.

The CMAR shall comply with the Jacksonville Small and Emerging Business (JSEB) subcontractor participation goals, as applicable. Subcontractor and vendor bid packages shall be designed to maximize project work opportunities for qualified JSEBs, if applicable. The contract for construction management services shall consist of two phases. The first phase of the contract will be the Design/Pre-Construction Services, wherein the CMAR shall be paid a fee as an integral part of the project team. Design/Pre-Construction Services expected from the CMAR are described in the Contract.

As construction drawings progress and the Design/Pre-Construction Services near completion, the CMAR will be expected to provide a guaranteed maximum price (GMP) and Performance and Payment Bonds in the amount for the construction phase(s), as described herein. If the GMP is accepted by JEA, the CMAR shall become the single point of responsibility for the performance of construction of the Work.

If JEA and the CMAR are unable to negotiate a mutually acceptable GMP in good faith, JEA shall not be obligated to amend the Contract to include construction phase services for that project and may elect to complete the design and advertise the project for competitive bids.

1.9) Minimum Qualifications

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

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

- I. The Respondent must have successfully completed at least two (2) Water/Wastewater Treatment Plant collaborative delivery (CMAR, or Design-Build via Progressive Design-Build) projects in the last ten (10) years with a contract value of at least \$50,000,000.00.

Any Respondent whose contract with JEA was terminated for default within the last two years shall have its Response rejected.

1.10) Number of Contracts to be Awarded

JEA intends to Award one (1) Contract for the Work. JEA reserves the right to Award more than one Contract based on certain groupings of the Work items, or JEA may exclude certain Work items, if JEA determines that it is in its best interest.

1.11) Insurance Requirements

Prior to JEA issuing a Purchase Order to the Company to begin the Work, the Company shall submit a certificate of insurance (COI) that is in compliance with amounts and requirements as indicated in this Solicitation. Note that the COI shall specifically indicate JEA as additional insured on all required insurance except Worker's Compensation and Professional Liability (if applicable). Furthermore, waiver of subrogation must be provided for all required insurance in favor of JEA, including its board members, officers, employees, agents, successors, and assigns.

1.12) Liquidated Damages In Contract

The Contract issued pursuant to this Solicitation contains liquidated damages tied to project completion deadlines. The Respondent should review the specific time frames and liquidated damage amounts prior to submitting its Response.

1.13) Optional Use of Small and Emerging Business (JSEB) Program

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

For more information regarding the JSEB program, please contact Bill Hickey, JEA, Manager of Supplier Diversity Programs and Procurement Services, hickwj@jea.com or jsebprogram@jea.com.

1.14) Basis of Award - Highest Evaluated

JEA will Award a Contract to the responsive and responsible Respondent whose Response meets or exceeds the Minimum Qualifications set forth in this Solicitation, and whose Response receives the highest number of points based upon JEA's evaluation of the Selection Criteria stated herein. JEA will not Award this Contract on a price only basis but will Award based on an evaluation of how well each Respondent meets the "Selection Criteria" stated herein.

1.15) Evaluation Methodology for CMAR Services

JEA shall evaluate the Respondent's qualifications, rank the qualifications from all Respondents, and negotiate a Contract for the Work in accordance with Florida Statute, Section 287.055, known as the Consultants' Competitive Negotiation Act ("CCNA").

In evaluating the qualifications, JEA will not consider price, but may consider factors including, but not limited to, the Selection Criteria listed below. JEA may also request interviews or presentations from the Responders during its selection. Interviews or presentations, if any, will be evaluated and up to twenty-five (25) points will be added to the Respondents written Response evaluation score.

Responses from qualified firms will be scored and ranked by a committee of evaluators. Each evaluator will individually score the Responses using the evaluation matrix attached to this Solicitation. Using these scores, each evaluator will rank the Responses using "1" for the Response receiving the highest number of points from the matrix. Responses with an equal number of points will receive the same numerical ranking. JEA will total the numerical rankings for each Response and consider the Response with the lowest total to be the most highly qualified Respondent.

After approving the rankings of all the Respondents, JEA will enter into negotiations with the best ranked Respondent. During negotiations, JEA will consider detailed information regarding the Respondent's hourly rates, and scope of the Contract.

If JEA and the Company are unable to negotiate a satisfactory Contract, JEA will formally terminate the negotiations with the Respondent and undertake negotiations with the next ranked Respondent. JEA will Award the Contract to the highest-ranking qualified Respondent that successfully completes Contract negotiations with JEA.

1.16) Tie

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

1.17) Response Submission Format

A Response must not exceed twenty-five (25) total pages (most or all 8.5” x 11” pages), excluding resumes, JEA supplied forms and information required to meet minimum qualifications. A maximum of two (2) of the total pages may be in 11” x 17” format. Font size must be ten (10) point or greater throughout the Response. Responses should be submitted in a pdf format.

1.18) Selection Criteria (with Points)

The following criteria will be used by JEA to evaluate and rank Responses from Respondents who meet the Minimum Qualifications specified in this Solicitation.

SELECTION CRITERIA	
Category	Points
1. General Information (Business Organization History and Financial Condition)	10
2. Key Staff Experience	10
3. Relevant Project Experience	15
4. Understanding of Scope of Work and Approach to Performing Required Services	50
5. Scheduling, Cost and Quality Control	15
TOTAL:	100

1.19) General Information (Business Organization History and Financial Condition)

Maximum score for this criterion is: 10 points

The Respondent will provide a narrative describing its business organization, and relevant history and financial information, per the requirements listed below. Respondent to only include the requested business organization narrative descriptions as requested. Supporting documents, including financial reports, litigation records, safety records, etc. will not be considered in the page limit and should be attached to the Response as an appendix.

Business Organization and History:

The Respondent will describe its business organization and history, including years in business and depth of resources to provide the required services. This section will include the Respondent’s legal entity/structure, size of company including number of employees (total and local), and office locations (corporate and local).

History of successfully meeting Jacksonville Small and Emerging Business (JSEB) goals on JEA projects or other similar programs for other clients:

The Respondent, or in the case of a Joint Venture (“JV”), each JV member, will furnish a list of projects within the past 15 years that included JSEB or other similar programs goals, and the actual metrics achieved in relation to that goal.

History of Liquidated Damages:

The Respondent, or in the case of a JV, each JV member, will furnish a list of any ongoing or completed projects within the past 15 years where they have been assessed liquidated damages or had any claims, judgments, arbitration proceedings, termination for default or other similar litigation. If the Respondent has been assessed liquidated damages or been involved in litigation, description of facts, circumstances, and outcomes of each should be included in and will not be considered in page limit.

1.20) Key Staff Experience

Maximum score for this criterion is: 10 points

The Respondent will provide a proposed team organization chart, including identification of all Key Personnel as defined below, including their name and description of their proposed roles and responsibilities in both the Pre-Construction and Construction Phases. Subconsultants holding key roles in the team organization should be included and clearly identified as such. If the Respondent is a JV, each individual's firm affiliation should be indicated in the organization chart. The organization chart should be accompanied by a narrative summary indicating the functional responsibilities and designated authority of personnel and entities identified.

1. Key Personnel

The Respondent shall provide a maximum of Four (4) resumes of the key staff to be assigned to perform the Work. The resumes provided shall identify the Project Executive, Construction Project Manager, Preconstruction Project Manager, and Construction Manager or General Superintendent. Team Members (as detailed above) shall only serve in one (1) Team Member role.

Note, the CMAR Project Manager must be from the company or JV submitting the Response and not a Subcontractor. Persons whose resumes are submitted as a Team Member must actually perform the Work unless Respondent receives prior approval by JEA to use a backup Team Member. Finally, if the Respondent submits a resume of a Subcontractor that is employed by a JSEB firm, please note this on the resume.

At a minimum, each resume shall present the Team Member's name, title, years of service with company, applicable professional registrations, education, and work experience as related to this project. For each Key Personnel, a minimum of three (3) alternate delivery projects on which they held a key delivery role should be included. Resumes should clearly describe the role of the Key Personnel in each project listed. Resumes shall also identify any specialty or technical process expertise. **Resumes shall not be more than two (2) pages each on 8.5" x 11" sized paper. No more than four (4) resumes will be evaluated.**

The Construction and Preconstruction Project Manager resume should include water/wastewater plant projects on which he or she served in a Project Management capacity. These projects should include at least two (2) projects either valued over \$20,000,000.00 delivered using the CMAR or Progressive Design Build delivery method, or a construction value of \$30,000,000.00 or greater. Each project referenced should include contact information for primary and secondary references.

The review team will select a minimum of one or up to the total number of projects and contacts listed on the Project Manager's resume for reference checks. The Respondent shall be responsible for verifying the contact numbers submitted on the resume, as the Selection Review Committee, or their designee, will make a reasonable effort to contact references based on the contact information provided.

2. Provide a summary of the experience the team being presented has working with one another on similar CMAR or Progressive Design-Build Delivery projects.

3. Provide an organization chart for proposed key personnel and any other proposed staff, including subconsultants.

Points will be awarded as described on the Evaluation Matrix attached to this RFP.

1.21) Relevant Project Experience

Maximum score for this criterion is: 15 points

Respondent's record of successful performance accomplishing similar services on past projects.

The Respondent will provide past project experience and performance information for, five (5) relevant projects that the Respondent's team has worked on in the past ten (10) years, or that will be at least 50% complete (construction) by the RFP Due Date.

Relevant project experience refers to projects with comparable scope, type, size, delivery model and number of common team members. Emphasis on project selection should include projects in the United States, which provided similar site characteristics, potential types of temporary and permanent works structures, geotechnical conditions, climate, and surrounding wetlands. Please refer to Appendix C -Pre-Construction Services – Scope of Work Construction Management-At-Risk (CMAR) for more details on the project scope.

Respondent may use the same projects as used for meeting the minimum qualifications. For each project listed, include the following:

- a) Description of the project including scope and delivery model
- b) List of Key personnel proposed on this project that worked on the relevant project
- c) The type and percent of work self-performed
- d) Examples of specific services provided during the pre-construction phase, e.g., cost estimating, scheduling, value engineering, etc.
- e) Project's pre-construction cost
- f) Project's original contracted construction cost and final construction cost along with the explanation of any differences
- g) Original construction dates and actual construction dates along with the explanation of any differences
- h) JSEB or similar program goals along with actual metrics achieved
- i) Any claims made or LD's assessed
- j) Project Owner and Engineer

1.22) Understanding of Scope of Work and Approach to Performing Required Services

Maximum score for this criterion is: 50 points.

Please explain Respondent's understanding of the scope of work requested for this project and its approach to successful completion by specifically answering the following questions. This section is limited to a total of ten (10) pages.

1. How does your firm plan to bring value to the project through cost reduction, schedule optimization, and risk mitigation?
2. How does your firm reconcile progressive detailed cost estimates during design development? What methods or technology does your firm utilize to identify the cause of changes quickly and accurately in cost at a summary level and an assembly level? Describe how your firm would explain and justify cost variances that may occur during the design phase submittals or GMPs.
3. How does your firm propose to use the Risk Register to mitigate project risk?
4. How does your firm propose to facilitate a design-to-budget GMP outcome?
5. Describe the process your firm uses to evaluate, propose, and track value engineering (VE) ideas. How does your firm facilitate VE discussions with the project team (Owner and Engineer)?

6. Provide a description of processes or innovative concepts proposed to enhance the value of quality, cost control, value engineering, cost certainty, and schedule. Please include any specific innovations or approaches that will add overall value to the project.
7. Explain how your firm will manage the quality and schedule on work that is not self-performed to ensure there are no schedule delays or need for rework.
8. This project may require soil preloading. Please explain how your firm would evaluate preloading or other methods in order to optimize the project schedule.

1.23. Scheduling, Cost and Quality Control

Maximum score for this criterion is: 15 points

The Respondent's schedule and cost control systems should be described including the approach proposed to cost estimating, scope adjustment, value engineering and quality control during the pre-construction phase up to the establishment of a GMP. Include any specific processes and reports the Respondent uses to that would indicate the Respondent's ability to hold to original schedules and budgets. The Respondent should provide approach to deliver the project within the projected project cost to the solicitation document.

1.24) Jacksonville Small and Emerging Business (JSEB)

JEA encourages the Respondent to utilize JSEBs in their proposal for Phase II services.

1.25) Subcontractors Use for the Performance of the Work

The Respondent must 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 must be listed on the Subcontractors Form which is available at jea.com. Failure to submit this form with the Response may result in rejection of Respondent'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.

1.26) Required Forms to be Submitted

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 by downloading them from JEA.com.

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

- I. Minimum Qualifications Form- This form can be found in Appendix E of this Solicitation
- II. Response Form – This form can be found in Appendix E of this Solicitation
- III. List of JSEB Certified Firms (if any)
- IV. Subcontractor Form (if any).

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

- I. Conflict of Interest Certificate Form - This form can be found at JEA.com
- II. Insurance certificate
- III. W-9

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

1.27) Safety Qualification Requirement

Respondent shall be approved as JEA Safety Qualified before GMP approval. If the Respondent fails to obtain JEA approval as a JEA Safety Qualified company by GMP approval, JEA may terminate the Respondent's contract.

JEA Safety Qualification information is available online at jea.com. Please note that it may take up to ten (10) business days for a company to be approved as JEA Safety Qualified. It is the Respondent's responsibility to ensure it is JEA Safety Qualified. A list of the JEA's Safety Qualified vendors can be found on jea.com.

To finalize Company JEA safety prequalified and work on JEA property companies will need to complete or have already completed the following training:

1. Contractor Supervisors working on site need to take or have taken the Supervisor Leadership Develop class (SLD) – 1 day (8 hour) class offered the North Florida Safety Council on a monthly basis.
2. All company employees working on JEA sites will be required to take or have taken:
 - I. 10 Hour OSHA safety class, and
 - II. 2-hour JEA site specificor
 - I. CSSO that class covers both the OSHA – 10 and the JEA 2-hour site specific training.
 - II. Substation Electrical Safety

1.28) Payment & Performance Bonds

Prior to commencing any construction phase work, the Company will be required to provide Payment & Performance Bonds in accordance with Section 255.05, Florida Statutes, and the applicable Contract requirements.

1.29) Addenda Issuance

JEA may issue Addenda prior to the opening of Responses to change or clarify the intent of this Solicitation. The Respondent is responsible for ensuring it has received all Addenda prior to submitting its Response and must acknowledge receipt of all Addenda by completing the Confirmation of Receipt of Addenda. JEA will post Addenda when issued online at JEA.com. Companies must obtain Addenda from the JEA.com website. 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.

1.30) Contract Execution and Start of Work

Within 30 days from the date of Award, JEA will present the successful Respondent with the Contract. Unless expressly waived by JEA, the successful Respondent must execute a Contract for the Work within 10 days after receiving the Contract from JEA. If the Respondent fails to execute the Contract or associated documents as required, JEA may cancel the Award with no further liability to the Respondent and retain any bid security or bond.

Upon JEA's receipt of the executed Contract, certificate of insurance, and recorded Payment and Performance bonds (if applicable), 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.

For Construction Services: In the event that JEA intends to authorize the successful Respondent to proceed with administrative work only, or with only a portion of the Work, then the PO shall state the specific limitations of such authorization and JEA will issue a separate written Notice to Proceed to authorize the Respondent to begin Field Work, when applicable, or to perform the remainder of the Work, or any portion thereof. The Respondent shall ensure that it is prepared to begin Field Work upon receipt of Notice to Proceed. Any Work performed outside of this partial authorization shall be at the Respondent's risk and JEA shall have no obligation to pay for such Work.

1.31) Ex Parte Communication

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

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

1.32) Conflict of Interest

This conflict-of-interest policy applies to all JEA construction projects ("Project"). Any company bidding the construction phase of a Project cannot at the time of Response/bid submittal, be affiliated with or have any direct or indirect ownership interest in the architect/engineer ("Designer") of record. The company will also be prohibited from bidding if the Designer has any direct or indirect ownership interest in the Contractor. Should JEA erroneously award a contract in violation of this policy, JEA may terminate the contract at any time with no liability to company, and company shall be liable to JEA for all damages, including but not limited to the costs to rebid the Project. The purpose of this policy is to encourage bidding and eliminate any actual or perceived advantage that one Respondent may have over another.

1.33) Certifications and Representations of the Company

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

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

B. That every aspect of the Response and the detailed schedule for the execution of the Work, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JEA assumes the responsibility.

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

D. That the Respondent maintains in active status any and all licenses, permits, certifications, insurance, bonds, and other credentials including, but not limited to, all 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.

1.34) Ethics

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

The Respondent shall submit only one 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 sub-supplier, JEA shall disqualify the Response and may pursue debarment actions.

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

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

In accordance with Florida Statutes Sec. 287.133, JEA shall reject Responses from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendor list maintained by the Florida Department of Management Services. JEA shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Respondent listed on the Convicted Vendor list for any transaction exceeding \$35,000 for a period of 36 months from the date of being placed on the Convicted Vendor list.

1.35) JEA Publications

Applicable JEA publications are available at jea.com.

1.36) 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 by submitting an updated Response. JEA will not accept modifications submitted by telephone, telegraph, email, or facsimile, or those submitted after the Response Due Date and Time. The Respondent may not modify or withdraw its Response for a period of 90 days following the opening of Responses.

1.37) Notice of Prohibition Against Considering Social, Political, or Ideological Interests

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

- (i) Request documentation of or consider a vendor's social, political, or ideological interests when determining whether a vendor is a responsible vendor; or
- (ii) Give preference to a vendor based on the vendor's social, political, or ideological interests.

1.38) Prohibition Against Contingent Fees

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

1.39) Protest of Solicitation and Award Process

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

1.40) Availability Of Response After Opening

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

1.41) Reservation of Rights of JEA

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

JEA reserves the right to reject all Responses, and to waive informalities if JEA deems such action to be in its best interest. JEA may reject any Responses that it deems incomplete or irregular 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 that offer equal items when the option to do so has not been stated, and Responses that fail to include a Bid Bond, where one is required.

JEA reserves the right to cancel, postpone, modify, reissue, and amend this Solicitation at its discretion.

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

1.42) Sunshine Law

Article I, Section 24, Florida Constitution, guarantees every person access to all public records and Chapter 119, Florida Statutes, provides a broad definition of public records. JEA is subject to

these laws and related statutes ("Florida's Public Records Laws"). All responses to this Solicitation are public record and available for public inspection unless specifically exempt by law.

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

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

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

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

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

1.43) Scrutinized Companies

Pursuant to Section 287.135(2), Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

(1) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, contractor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
(2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, contractor:

- i. Is on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or
- ii. Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(a)4, Florida Statutes, JEA may terminate this Contract at JEA's option if this Contract is for goods or services in an amount of one million dollars or more and the Company:

- (1) Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;
- (2) Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes;
- (3) Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(b), Florida Statutes, JEA may terminate this Contract at JEA'S option if this Contract is for goods and services of any amount and Company:

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

1.44) Defined Terms

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

Exhibits

Supplemental Conditions (Appendix A)

- 1411857248 Appendix A – Supplemental Conditions

Terms & Conditions (Appendix B)

- 1411857248 Appendix B – CMAR Terms and Conditions

Scope of Work (Appendix C)

- 1411857248 Appendix C – Pre-Construction Services – Scope of Work

Scheduling & Reporting Requirements (Appendix D)

- 1411857248 Appendix D – Project Information, Scheduling and Reporting Requirements

Forms (Appendix E)

- 1411857248 Appendix E – Minimum Qualifications Form
- 1411857248 Appendix E – Response Form